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of the
Birchwood Homeowners Association, Inc.

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ARTICLE ONE
DEFINITIONS

Section 1.01 Definitions. Capitalized terms used in these By - Laws shall have the same meaning ascribed to them where first defined, irrespective of where their use occurs, with the same effect as if the definition of such terms were set forth in full and at length every time such terms are used. Unless specifically provided or unless the context requires otherwise, the terms defined in that certain Declaration of Covenants, Restrictions and Easements for Birchwood Subdivision, dated the 10th day of July, 1992 (the "Declaration") and used in these By - Laws shall have the same meaning ascribed to them in the Declaration.

ARTICLE TWO
NAME AND SEAL

Section 2.01 Name. The name of this corporation shall be Birchwood Homeowners Association, Inc. (the "Association").

Section 2.02 Seal. The Association's seal shall be in such form as the Board of Directors may from time to time determine.

ARTICLE THREE
MEMBERSHIP AND APPLICABILITY

Section 3.01 Membership. The Association shall have two (2) classes of membership, Class "A" and "B", as set forth in the Declaration, the terms of which pertaining to membership are incorporated herein by reference.

Section 3.02 Succession. The membership of each Owner shall automatically cease when such Owner ceases to be an Owner, and such Owner's membership in the Association shall automatically be transferred to the new Owner.

Section 3.03 Suspension. The Board may suspend the voting rights of any Member and the right of enjoyment of the Common Property of any person, as set forth in the Declaration, the terms of which are incorporated herein by reference.

ARTICLE FOUR
OFFICES

Section 4.01 Registered Office. The registered office of the Association shall be 170 Riverbirch Lane, Lawrenceville, Georgia 30044, or at such place as the Board of Directors may from time to time determine, and the Association shall at all times maintain a registered agent at that address.

Section 4.02 Other Offices. The Association may also have other offices at such places both within and without the State of Georgia as the Board of Directors may from time to time determine and the business of the Association may require or make desirable.

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ARTICLE FIVE

MEETINGS OF THE ASSOCIATION MEMBERS

Section 5.01 Place of Meeting. Meeting of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the members as may be designated by the Board of Directors.

Section 5.02 Annual Meetings. The first annual meeting of the Association shall be held not later than ninety (90) days after the first full fiscal year of the Association following the recording of the Declaration. Subsequent regular annual meetings of the Association shall be held within thirty days of the same day of the same month of each year thereafter, at a time set by the Board of directors.

Section 5.03 Special Meetings. The Secretary shall be required to call a special meeting of the Association (i) when directed by the President, (ii) upon the resolution of the Board of Directors, or (iii) upon presentation to the Secretary of a petition signed by members entitled to cast at least one - half (1/2) of the votes of the Association.

Section 5.04 Notice of Meetings. It shall be the duty of the Secretary to give notice to each member of the Association of each annual or special meeting of the Association, stating the date, the time, the place and the purpose thereof. If the Secretary should fail to deliver such notices when required, said notices may be given by the President or by the person or persons calling such meeting. Notice shall be delivered to each member of the Association at least seven (7) days but not more than thirty (30) days in advance of any meeting.

Section 5.05. Waiver of Notice. Any member of the Association may waive notice of any meeting by doing so in writing either before or after the meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance at a meeting shall constitute a waiver of notice and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which the meeting has been called or convened, except when a member of the Association attends a meeting solely for the purpose of stating at the beginning of the meeting any such objection or objections to the transaction of business. A recitation in the minutes of any meeting that notice of such meeting was properly given shall be prima facie evidence that such notice was given. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted therein, unless objection to the calling or convening of the meeting is raised before the business, for which proper notice was not given, is put to a vote.

Section 5.06 Quorum. Except as otherwise provided in these By - Laws or in the Declaration, members of the Association present shall constitute a quorum.

Section 5.07 Action Taken by Association. Except as otherwise provided by the Declaration or these By - Laws, any action taken at any meeting of the Association shall be effective and valid if taken or authorized by a majority of the votes cast by the members of the Association present at a duly authorized meeting. In the event of any tie vote, the President, or the Vice President in the absence of the President, shall cast a separate vote to break the tie.

Section 5.08 Voting. The voting rights of the members of the Association shall be as set forth in the Declaration, the terms of which pertaining to voting are incorporated herein by reference. No member whose voting rights have been suspended pursuant to the Declaration for non-payment of assessments shall be permitted to vote.

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Section 5.09 Multiple Owners. If an Owner is more than one person, the voting rights of such Owner shall not be divided but shall be exercised as if the Owner consisted of only one person. If an Owner consists of more than one person and only one of those persons is present at a meeting, that person shall be entitled to cast the vote pertaining to that Lot; provided, however, that if more than one of those persons is present, the vote pertaining to that Lot shall be cast only in accordance with their unanimous agreement, and such agreement shall be conclusively presumed if any one of them purports to cast the vote pertaining to that Lot without protest being made forthwith by any of the others to the person presiding over the meeting.

Section 5.10 Proxies. The vote pertaining to any Lot may be cast pursuant to a proxy or proxies duly executed by or on behalf of the Owner of such Lot. In cases where the Owner consists of more than one person, no proxy shall be effective unless duly executed by or on behalf of all such persons. No such proxy shall be revocable except by written notice delivered to the Secretary by the Owner. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy. Any proxy shall be void if it is not dated or if it purports to be revocable without notice as aforesaid. The transfer of title to any Lot shall void any outstanding proxy pertaining to the voting rights appurtenant to that Lot.

Section 5.11 Presiding Officer. The President or, in his absence, the Vice President, shall preside at every meeting of the Association unless some other person is elected to preside at the meeting by the members of the Association. The person presiding at any meeting shall appoint such persons as he deems necessary to assist with the meeting. The Secretary, or an Assistant Secretary in the absence of the Secretary, shall keep the minutes of all such meetings and shall record in a minute book all resolutions adopted at such meetings, as well as all transactions and proceedings occurring at such meetings.

Section 5.12 Adjourned Meetings. Any meeting of the Association may be adjourned from time to time, and until such time as may be deemed appropriate or convenient, by the affirmative vote of a majority of the members of the Association present at such meeting. At any adjourned meeting it shall not be necessary to give any notice of the reconvened meeting if the time and place of the reconvened meeting is announced at the meeting which was adjourned. At any such reconvened meeting any business may be transacted which could have been transacted at the meeting which was adjourned.

Section 5.13 Action of Association Without a Meeting. Any action which may be taken at a meeting of the Association may be taken without a meeting if written approval and consent, setting forth the action authorized, shall be signed by or on behalf of each of the members of the Association entitled to vote on the date on which the last such member signs such approval and consent, and upon the filing of such approval and consent with the Secretary. Such approval and consent so filed shall have the same effect as a unanimous vote of the members of the Association at a special meeting called for the purpose of considering the action authorized.

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ARTICLE SIX
BOARD OF DIRECTORS

Section 6.01 Governing Body and Composition. The affairs of the Association shall be governed by the Board of Directors. Except as provided in Section 6.02, the members of the Board of Directors shall be Owners, or the chief executive officer of a corporate owner, and in the case of an Owner consisting of more than one person, no owner of any Lot shall be entitled to serve as a member of the Board of Directors while any other Owner of such Lot is so serving.

Section 6.02 Directors During Company Control. Notwithstanding the provisions of section 6.01, so long as Class "B" membership exists as set forth in the Declaration, members of the Board of Directors need not be Owners of Lots in the subdivision.

Section 6.03 Number, Election and Term. The Board of Directors shall be composed of nine (9) persons elected by the Association who shall serve for three (3) year terms. Members of the Board of Directors shall be elected in accordance with the procedures hereinafter described and shall take office at the annual meeting of the Association at which such members are elected. Upon the expiration of their terms, members of the Board of Directors may be elected to succeed themselves in office.

Section 6.04 Classification of Board of Directors. The initial Board of Directors shall be divided into three (3) classes of equal size. The term of office of those of the first class shall expire at the next annual meeting of the Association after their election, or if no such meeting is held, upon the effective date of their successor's term in office; the term of office of those of the second class shall expire at the second annual meeting of the Association after their election, or if no such meeting is held, upon the effective date of their successor's term in office; the term of office of those of the third class shall expire at the third annual meeting of the Association after their election, or if no such meeting is held, upon the effective date of their successor's term in office. At each annual meeting of the Association after the initial such classification and election, the number of directors equal to the number whose terms expire at the end of such meeting shall take office and shall serve until the third succeeding annual meeting of the Association is held or, if no such meeting is held, upon the effective date of their successor's term of office.

Section 6.05 Procedure for Election. Persons may be nominated for election to the Board of Directors by a nominating committee appointed by the President prior to the annual meeting and by nominations made from the floor at such meeting. Election to the Board of Directors shall be by secret written ballot unless dispensed by unanimous consent, and at such election members of the Association may cast, with respect to each vacancy, the votes appurtenant to their respective Lots as provided in the Declaration and these By -Laws. Cumulative voting shall not apply. Nominations shall be accepted for not less than the number of positions to be filled by the Board of Directors. Upon the closing of such nominations, each member entitled to vote shall cast the ballot with respect to his respective Lot by listing thereon the names of nominees only for the number of positions to be filled. The persons receiving the greatest number of votes shall be elected to fill the vacancies on the Board of Directors. In the event of a tie vote as to any one or more positions, one or more subsequent votes shall be taken in similar manner but only with respect to the position or positions to be filled and the nominees therefor who, on the preceding ballot, received a tie vote. In the event that the number of persons nominated equals the number of vacancies on the Board of Directors, such persons shall be elected by acclamation.

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Section 6.06 Removal or Resignation. At any regular or special meeting of the Association, any one or more of the Board of Directors may be removed with or without cause by a majority vote of the members of the Association present at such meeting, and a successor shall be elected at such meeting by the members to fill the vacancy thus created. Any member of the Board of Directors whose removal has been proposed by any member or members of the Association shall be given at least ten (10) days notice of the calling of the meeting and an opportunity to be heard at the meeting. Any member of the Board of Directors may resign at any time by giving written notice to the Board of Directors. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless specified therein, the acceptance of such resignation shall not be necessary to make it effective. The sale of a Lot by a member of the Board of Directors or termination of his interest in a Lot shall terminate automatically his directorship. Vacancies in the Board of Directors caused by any reason other than the removal of a member thereof by a vote of the members of the Association shall be filled by the Board of Directors, and each person so elected shall serve until a successor is elected and qualified at the next annual meeting of the Association.

Section 6.07 Fees and Compensation. No fee or compensation shall be paid by the Association to members of the Board of Directors for their services as such members. Upon submission of a report of expenses to, and approval thereof by the Board of Directors, the Association shall reimburse members of the Board of Directors for their "out of pocket" expenses actually and necessarily incurred in the performance of their duties. A member of the Board of Directors may serve the Association in a capacity other than that of member of the Board of Directors and receive compensation, as determined by the Board of Directors, for services rendered in that other capacity.

Section 6.08 Committees. The Board of Directors may designate such committees as it shall deem desirable to assist it in performing its responsibilities. Any such committee shall advise the Board of Directors on matters pertaining to the purpose for which such committee shall have been created and shall have and exercise such powers as may be provided by the Board of Directors.

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ARTICLE SEVEN
MEETINGS OF THE BOARD

Section 7.01 Regular Meetings. The Board of Directors may provide the time and place for the holding of regular meetings, in which case such regular meetings may be held without notice.

Section 7.02 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President upon three (3) days notice to each member of the Board of Directors given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of such meeting. Special meetings of the Board of Directors may also be called by the Secretary in like manner and on like notice upon the written request of a majority of the Board of Directors.

Section 7.03 Place of Meetings. The Board of Directors may hold its meetings at any place within reasonable proximity of the subdivision as the Board of Directors may from time to time establish or as is set forth in the notice of such meetings or, in the event of a meeting held pursuant to waiver of notice, as may be set forth in the waiver of notice.

Section 7.04 Quorum. A quorum shall be deemed present throughout any meeting of the Board of Directors if a majority of the members of the Board of Directors is present at the beginning of and throughout the meeting.

Section 7.05 Adjourned Meetings. Any meeting of the Board of Directors may be adjourned from time to time by a vote of the majority of the members of the Board of Directors present, to reconvene at such time as may be deemed appropriate or convenient by such members. At any adjourned meeting it shall not be necessary to give any notice of any reconvened meeting if the time and place of the reconvened meeting is announced at the meeting which was adjourned. At any such reconvened meeting any business may be transacted which could have been transacted at the meeting which was adjourned.

Section 7.06 Waiver of Notice. Before, at, or after any meeting of the Board of Directors, any member thereof may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance of a member of the Board of Directors at a meeting shall constitute waiver of notice of such meeting, except where a member attends a meeting for the express purpose of objecting to the transaction of business because the meeting is not duly called.

Section 7.07 Entry of Notice. Whenever any member of the Board of Directors has been absent from any regular or special meeting of the Board of Directors, an entry in the minutes to the effect that notice has been duly given shall be prima facie evidence that due notice of such regular or special meeting was given to such member as required by law and the by-laws.

Section 7.08 Conduct of Meetings. The President, or a Vice President in the absence of the President, shall preside over all meetings of the Board of Directors, and the Secretary, or an Assistant Secretary in the absence of the Secretary, shall keep the minutes of such meetings and shall record in a minute book all resolutions adopted at such meetings, as well as all transactions and proceedings occurring at such meetings. The Board of Directors may prescribe further reasonable rules governing the conduct of all meetings of the Board of Directors and the Association.

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Section 7.09 Action Taken by the Board of Directors. Except as otherwise provided by the Declaration, by law or in these By -Laws, every act or decision by a majority of the Board of Directors present at a meeting shall be regarded as the act of the Board of Directors. In the event of any tie vote, the President, or the Vice President in the absence of the President, shall cast a separate vote to break the tie.

Section 7.10 Action Without a Meeting. Any action required or permitted to be taken at any meeting of the Board of directors may be taken without a meeting if, prior to or after such action, written consent thereto is signed by all members of the Board of directors and such written consent is filed with the minutes of the proceedings of the Board of Directors. Such consent shall have the same force and effect as a unanimous vote of the Board of Directors.

Section 7.11 Open Meetings. All meetings of the Board of Directors shall be open to all Members, but Members other than Directors may not participate in any discussion or deliberation unless expressly so authorized by the Board.

Section 7.12 Executive Session. The Board may adjourn and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

Section 7.13 Telephonic Participation. One or more Directors may participate in and vote during any regular or special meeting of the Board by telephone conference call or similar communications equipment by means of which all participants in the meeting can hear each other simultaneously, and those Directors participating by telephone shall be deemed to be present at such meeting for quorum and other purposes. Any such meeting at which a quorum participates shall constitute a regular meeting of the Board.

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ARTICLE EIGHT

POWERS AND DUTIES

Section 8.01 Powers. The Board of Directors shall be responsible for conducting the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and as provided by law including, without limitation, the Georgia Non-Profit Code, and may do all acts and things which are not by the Declaration or by these By -Laws directed to be done and exercised exclusively by the members of the Association.

Section 8.02 Enumerated Powers and Responsibilities. In addition to the powers created and duties imposed by the By -Laws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to do, and shall be responsible for the following:

- a) preparation and adoption of an annual budget, in which there shall be established the contribution of each owner for the expenses with respect to the Common Areas;
- b) making assessments to defray such expenses for the Common Areas, establishing the means and methods of collecting such assessments, and establishing the period of installment payments of the annual assessment;
- c) set reasonable admission and other fees for the use and enjoyment of the Common Areas;
- d) providing for the operation, care, upkeep and maintenance of the Common Areas;
- e) designating, hiring and dismissing the personnel necessary for the maintenance, operation, repair and replacement of the Common Areas and, where appropriate, providing for the compensation for such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties;
- f) collecting the assessments, depositing the proceeds thereof in a bank and using the proceeds to conduct the affairs of the Association;
- g) making and amending rules and regulations;
- h) opening bank accounts for the Association and designating the signatories required;
- i) making, or contracting for the making of, repairs, additions and improvements to, or alterations of the Common Areas;
- j) enforcing the provisions of the declaration, these By -Laws, and the rules and regulations adopted by the Board of directors, and filing suits and conducting legal proceedings on behalf of the Association;
- k) obtaining and carrying insurance against casualties and liabilities as provided in the Declaration, and paying the cost thereof;
- l) paying the cost of all services rendered to the Association or its members and not directly charged to Owners; and
- m) keeping books and accounts of the receipts and expenditures of the Association.

Section 8.03 Management Agent. The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Developer or an affiliate of the Developer may be employed as management agent or manager. The term of any management agreement shall not exceed one (1) year and shall be subject to termination by either party, without penalty, upon 90 days written notice.

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ARTICLE NINE

OFFICERS

Section 9.01 Number. The Officers of the Association shall consist of a President, one or more Vice Presidents, a Secretary and a Treasurer. The Board of Directors shall from time to time create and establish the duties of such other officers and elect or provide for the appointment of such other officers or assistant officers as it deems necessary for the efficient management of the Association, but the Association shall not be required to have at any time any officers other than a President, Secretary and Treasurer. Any two or more offices may be held by the same person, except the offices of President and Secretary or Assistant Secretary. Except as provided in Section 9.02, each officer must be an owner or the Chief Executive Officer of a corporate owner.

Section 9.02 Election and Term. The officers of the Association shall be elected annually by the Board of Directors . Notwithstanding the provisions of Section 9.01, so long as Class “B” membership exists as set forth in the Declaration, officers need not be owners. Each officer shall hold office until the regular annual meeting following his election and until his successor shall have been elected and qualified, or until his earliest death, resignation, retirement, disqualification or removal from office.

Section 9.03 Compensation No fee or compensation shall be paid by the Association to officers for their service as officers. Upon submission of a report of expenses to, and approval thereof by, the Board of Directors ,the Association shall reimburse officers for their out of pocket expenses actually and necessarily incurred in the performance of their duties.

Section 9.04 Removal Any officer may be removed by the Board of Directors at any meeting with respect to which notice of such purpose has been given to the Board of Directors .

Section 9.05 Vacancies A vacancy in any office because of death, resignation, removal, disqualification, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 9.06 President The President shall be the Chief Executive Officer of the Association and shall have the general supervision of the business of the Association; preside at all meetings of the Board of Directors and the Association; and see that all orders and resolutions of the Board of Directors are carried into effect. The President shall perform such other duties as may from time to time be delegated to him by the Board of Directors .

Section 9.07 Vice Presidents The Vice President shall, in the absence or disability of the President, or at the direction of the President, perform the duties and exercise the powers of the President. If the Association has more than one Vice President, the one designated by the Board of Directors shall act in lieu of the President. Vice Presidents shall perform whatever duties and have whatever powers the Board of Directors may from time to time assign.

Section 9.08 Secretary The Secretary shall keep accurate records of the acts and proceedings of all meetings of the Association, the Board of Directors and the committies of the bd; give all notices required by law or these By - Laws; be custodian of the Association’s books, records, contracts, and other documents; affix the Association’s seal to any lawfully executed documents requiring it and sign such instruments as may require the Secretary’s signature. The Secretary shall perform such other duties as the Board of Directors may from time to time assign.

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Section 9.09 Treasurer The Treasurer shall have charge and custody of and be responsible for all funds, securities and financial records of the Association; receive and give receipts for monies due and payable to the Association from any source whatsoever, and deposit all such monies in the name of the Association in such banks, trust companies, or other depositories as shall be selected by the Board of Directors ; authorize vouchers and sign checks for monies due and payable by the Association; and in general perform all the duties incident to the office of the Treasurer and such other duties as may from time to time be assigned to him by the Board of Directors .

Section 9.10 Assistant Secretaries and Assistant Treasurers. The Assistant Secretaries and Treasurers, if any, shall perform, in the absence or disability of the Secretary or Treasurer respectively, the duties and exercise the powers of those officers and shall perform such other duties as shall be assigned by the Secretary or Treasurer, respectively, or by the Board of Directors .

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ARTICLE TEN

FISCAL MATTERS; BOOKS AND RECORDS

Section 10.01 Fiscal Year. The fiscal year of the Association shall be the calendar year; provided, however, that the first fiscal year of the Association shall begin on the date upon which the Association is incorporated and shall end on the 31st day of December of that calendar year.

Section 10.02 Fidelity Bonds The Board of Directors may require that any member of the Board of Directors , officer, manager, contractor or employee of the Association handling or being responsible for Association funds shall furnish an adequate fidelity bond. The premium for any such bonds shall be paid for by the Association.

Section 10.03 Inspection of Books and Records. Copies of the Declaration, the Articles of Incorporation of the Association, these By - Laws and any rules or regulations adopted by the Board of Directors along with the accounts, books and records of the Association shall be open to inspection by the members of the Association during normal business hours, subject to such reasonable rules and regulations as the Board of Directors may impose.

Section 10.04 Discharge of Liens The Board of Directors may cause the Association to discharge any lien or other encumbrance which, in the opinion of the Board of Directors , may constitute a lien against the Property as a whole, the Common Areas, or both, rather than a lien against only a particular lot. When less than all of the Owners are responsible for the existence of any such lien, the Owners responsible shall be liable for the amount necessary to discharge the same and for all costs and expenses, including attorneys' fees, incurred by reason of such lien, and the Board of Directors levy such assessments against such Owner(s) to defray such costs and expenses in the same manner provided for in the Declaration.

Section 10.05 Holding and Designation of Funds.

- a) All funds collected hereunder or under the Declaration shall be held and expended only for the purpose for which such funds were collected.
- b) All funds collected hereunder or under the Declaration which are to be accumulated for or expended on capital improvements or other capital expenditures shall be designated in the Association's records as contributions to capital. All funds collected hereunder or under the Declaration which are to be accumulated for or expended on non - capital common expenses shall be designated in the Association's records.
- c) If, at the end of a fiscal year, the amounts collected during that fiscal year exceed the amounts expended during that fiscal year, the Board of Directors may, at its discretion, return the excess or a portion thereof to the owners (

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ARTICLE ELEVEN
OFFICERS AND DIRECTORS - INSURANCE, INDEMNIFICATION

Section 11.01 Liability Insurance. The Association may purchase and maintain liability insurance on behalf of any member of the Board of Directors , Officer, employee or agent of the Association against any liability asserted against such persons and incurred by such persons in these capacities, or arising out of such person's status as such, in such amount and with such companies as shall be determined by the Board of Directors . The premiums for such insurance shall be paid by the Association.

Section 11.02 Right of Indemnification. Upon action by the Board of Directors ,every person who is or was a member of the Board of Directors or an Officer may be indemnified to the full extent permitted by law for any liability expense incurred by such persons in connection with or resulting from such persons being or having been a member of the Board of Directors or Officer or by reason of any action taken or not taken in such person's capacity s a member of the Board of Directors or Officer or as a member of any committee appointed by the Board of Directors to act for, in the interest of, or on behalf of the Association.

Section 11.03 Advance of Expenses. Expenses incurred with respect to any claim, action, suit or proceeding with respect to any claim, suit or proceeding of the character described in Section 11.02 may be advanced by the Association prior to the final disposition thereof upon receipt of an undertaking by or on behalf of the recipient to repay any such amount unless it shall ultimately be determined that such person is entitled to indemnification under this Article.

Section 11.01 Rights of Indemnification Cumulative. The rights of indemnification provided herein shall be in addition to any rights which any member of the Board of Directors or Officer may otherwise be entitled under any By - Law, agreement, or otherwise, and shall be in addition to the Association's purchase and maintenance of liability insurance, regardless of whether the Association would have the power to indemnify such person against liability under this Article or otherwise.

By - Laws
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Birchwood Homeowners Association, Inc.

ARTICLE TWELVE

MISCELLANEOUS

Section 12.01 Notices to Association An Owner who executes and delivers a mortgage on his lot, or assumes or purchases his lot subject to any mortgage which shall be or become a lien on his lot shall, if required by the holder of such mortgage, notify the Secretary of the name and address of such holder of any such mortgage and thereby authorize the Association to furnish such information respecting unpaid assessments or other information concerning such lot as such mortgagee may request or as may be provided for by the Declaration.

Section 12.02 Notices by Association. Unless otherwise specified in these By - Laws, whenever any notice by the Association to a member thereof is required or permitted under these By - Laws, such notice shall be in writing and delivered personally or sent by United States mail, with sufficient postage prepaid, to the member at address or addresses as such member may have designated with the Secretary or, if no other address has been so designated, at the address of the member's lot. Notice shall be considered given when delivered personally or on the third day following the date upon which such notice is so deposited in the United States mail.

Section 12.03 Waiver. Whenever any notice is required to be given to any member of the Association by law or by the Declaration or by these By - Laws, a waiver thereof in writing signed by such member shall be deemed equivalent thereto.

Section 12.04 Action of the Board of Directors. Subject to the provisions of the Declaration, all agreements and acts of the Board of Directors shall be binding upon members of the Association, and their respective heirs, legal representatives, successors and assigns.

Section 12.05 Conflicts. If there are conflicts or inconsistencies between the provisions of these By - Laws and the laws of the State of Georgia or the Declaration; the provisions of the laws of the State of Georgia and the provisions of the Declaration (in that order) shall prevail.

Section 12.06 Severability. Invalidation of any covenant, condition, restriction, provision, clause, sentence, phrase or word of the By - Laws, or the application thereof in any circumstances, shall not affect the validity of the remaining portions and the application thereof, and such remaining portions shall remain in full force and effect.

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ARTICLE THIRTEEN
AMENDMENT

Section 13.01 Amendment. The Board of Directors shall have the power to alter, amend or repeal these By - Laws or to adopt new By - Laws by majority vote of all the members thereof.

POLICY ON DELINQUENT ACCOUNTS

ASSESSMENTS ARE DUE AND PAYABLE ON JANUARY 1st OF EACH YEAR

1. When payment is thirty (30) days in arrears, a letter will be written to the delinquent homeowner informing him or her that he or she is delinquent and in violation of the Covenants, Restrictions and Easements of the Birchwood Sub - Division. The amount of arrears will be stated. It will also be stated that the homeowner will be charged simple interest of 18% per annum from the date the assessment was due, or such later date as may from time to time be established by the Board of Directors .
2. When payment is sixty (60) days in arrears, a second letter will be be written and sent by registered mail. A copy of the original letter delinquency letter will be attached. The delinquent homeowner will be required to pay in full all unpaid portions of the assessment to date and any remaining balance of the assessment will become due and payable as well as allowable costs of this and subsequent collection activities in accordance with the guidelines established in Article 4, paragraph 9 of the Declaration of Covenants, Restrictions and Easements of the Birchwood Sub - Division.
3. When a payment is ninety (90) days in arrears, the matter will be referred to the Association legal counsel. Legal action will be taken against the owner as well as a lien on such owner's residence, enforceable in accordance with the provisions of the aforesaid Declaration.
4. Throughout the collection process, the Board of Directors will be kept informed of any progress and all steps taken to ensure fairness or any need for deviation from the aforementioned procedure if any special exception is warranted.
5. Payment is due within ten (10) days of closing on new homes. Thereafter paragraphs 1,2,3 and 4 above will apply.