

BYLAWS
OF
THE CANOPY PROPERTY OWNER'S ASSOCIATION INC.

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Article I. Name, Principal Office, and Definitions

1.1. Name. The name of the corporation is The Canopy Property Owner's Association Inc. (the "**Association**").

1.2. Principal Office. The principal office of the Association shall be located in Glynn County, Georgia, or such other location in Georgia designated by the Board. The Association may have such other offices as the Board of Directors (the "**Board**") may determine or as the affairs of the Association may require.

1.3. Definitions. Unless otherwise specified, the words used in these Bylaws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in that certain Declaration of Covenants, Conditions, Restrictions, and Easements for THE CANOPY SUBDIVISION (a Conservation Subdivision pursuant to Section 626 of the Glynn County, Georgia Ordinances) executed and recorded by ("**Declarant**") in the office of the Clerk of Superior Court of Glynn County, Georgia, as it may be amended (the "**Declaration**"), unless the context indicates otherwise. The term "majority," as used in these Bylaws, means those votes of Lot Owners or other group, as the context may indicate, totaling more than fifty percent (50%) of the total eligible number.

Article II. Membership: Meetings, Quorum, Voting, Proxies

2.1. Membership. The Association initially shall have two (2) classes of membership: (i) the Owners, including the Declarant as to any Lot which it owns, which are the Class "A" Members, and (ii) the Declarant, which is the sole Class "B" Member for the period defined in the Declaration as the Class "B" Control Period. The provisions of the Declaration pertaining to membership are incorporated by this reference. A "Member", as that term is used in these Bylaws, may mean the Declarant Member or Owner Member, or both, as the context may require.

2.2. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as the Board may designate.

2.3. Annual Meetings. The first meeting of the Association shall be held within one (1) year after the date of incorporation of the Association. The Board shall schedule subsequent regular annual meetings to occur on such date and at such time and place as the Board shall determine.

2.4. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting if so directed by resolution of the Board.

2.5. Notice of Meetings. The President, or other persons calling a meeting of the Members, shall deliver or cause to be delivered to each Member entitled to vote at such meeting a

written notice stating the place, day, and hour of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or these Bylaws to be voted on at the meeting, any budget changes, and any proposal to remove a director or officer, provided nothing in these Bylaws shall limit the ability of the Declarant to amend the Declaration or take any other action with or without a meeting during the Class “B” Control Period. In the case of a special meeting, no business shall be transacted except as stated in the notice. Notice shall be given to each Owner at least twenty-one (21) days in advance of any annual or regularly scheduled meeting and at least seven (7) days in advance of any other meeting and shall state the time, place, and purpose of such meeting.

2.6. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may waive, in writing, notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member shall be deemed a waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting also shall be deemed a waiver of notice of all business transacted at such meeting unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

2.7. Adjournment of Meetings. Any meeting of the Owners may be adjourned from time to time for periods not exceeding 48 hours by vote of the Owners holding the majority of the eligible votes represented at such meeting, regardless of whether a quorum is present. Any business which could be transacted properly at the original session of the meeting may be transacted at an adjourned session, and no additional notice of such adjourned session shall be required.

2.8. Voting. The provisions of the Declaration pertaining to voting are incorporated by this reference. Each Lot is allocated one (1) vote in the Association without regard to the number of Owners of the Lot. The voting rights of the Members set forth in the Declaration are specifically incorporated by this reference. A membership vote on any matter may be conducted at a meeting or by ballots cast by mail, or electronic message as provided in Section 2.11, or by a combination of votes cast at a meeting and ballots cast before or after the meeting, as the Board determines appropriate. The Board shall establish voting procedures to provide reasonable assurance that the person casting the vote is the Member or the Member's proxy appointed pursuant to Section 2.9.

2.9. Proxies. Members may vote in person or by proxy, subject to the limitations of Georgia law and subject to any specific provision to the contrary in the Declaration or these Bylaws. Every proxy shall be in writing, shall identify the Lot for which it is given, and shall be signed by the Member or his duly authorized attorney-in-fact, dated, and filed with the Secretary of the Association prior to the meeting for which it is to be effective. Proxies may be filed in person, by mail, or by electronic mail, but the Association shall have no obligation to recognize any proxy that is not actually received prior to the deadline established by the Board for delivery of proxies (which deadline may be earlier for proxies sent via mail, facsimile or electronic transmission). Unless otherwise specifically provided in the proxy, a proxy shall be presumed to cover all votes which the Member giving such proxy is entitled to cast, and in the event of any

conflict between two (2) or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid.

2.10. Quorum. Except as otherwise provided in these Bylaws or in the Declaration, the presence, in person or by proxy, of persons entitled to cast more than one-third (1/3) of the total Owner Member votes in the Association shall constitute a quorum at all meetings of the Association. The absence of a quorum shall not prevent the Declarant from exercising any rights of the Declarant during the Class "B" Control Period. Unless otherwise provided in the Declaration, Articles, these Bylaws, or applicable law, all decisions will be by majority vote.

2.11. Attendance by Virtual Meeting/Telephone. Any regular or special meeting of the Owners may be attended by virtual meeting or by telephone if all persons participating in the meeting can hear and communicate with each other.

2.12 Conduct of Meetings. The President, or if the President is absent a Board member appointed by the Board, shall preside over all meetings of the Association. The Secretary shall keep the minutes of the meetings and record in a minute book all resolutions adopted and all other transactions occurring at such meetings.

2.13 Action Without a Meeting. Any action that the Declaration, the Articles of Incorporation, or applicable law requires to be taken at a meeting of the Members may be taken without a meeting if the Board delivers a written consent form or written ballot to every member entitled to vote on the matter, and the action is conducted in accordance with the Georgia Nonprofit Corporation Act.

Article III. Board of Directors: Selection, Meetings, Powers

A. Composition and Selection.

3.1. Governing Body; Qualifications. The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one (1) vote. For directors appointed by Declarant, the appointed directors need not be Lot Owners. For directors elected by Lot Owners, directors shall be Lot Owners or residents. A "resident" shall be any natural person eighteen (18) years of age or older whose principal residence is located on a Lot. No more than one (1) eligible person from any Lot may serve on the Board at any time. If the Owner is not a natural person, any officer, director, or partner, or any other representative designated in writing by the Owner, shall be eligible to serve as a director.

3.2. Number of Directors. The Board shall consist of three (3) directors, except during the Class "B" Control Period, which can consist of less than three (3) but no less than two (2).

3.3. Selection of Directors; Term of Office.

(a) Initial Board. The initial Board shall consist of two (2) directors appointed by Declarant who shall serve until their successors are appointed or elected as provided in this Section 3.3.

(b) Directors During Class “B” Control Period. The Declarant shall be entitled to appoint, remove and replace the members of the Board in its sole discretion until termination of the Class “B” Control Period.

(c) Directors After the Class “B” Control Period.

(i) Not later than 90 days after expiration of the Class “B” Control Period, the President shall call for an election by which the Owner Members shall be entitled to elect all three (3) directors. The Owner-elected Board shall have staggered terms, with one director having a one-year term, two directors having a two-year term, and two directors having a three-year term.

(ii) Directors may be elected to serve any number of consecutive terms.

3.4. Nomination and Election Procedures.

(a) Nomination of Candidates. At least 30 days prior to any election of directors by the Owner Members, the Board may appoint a Nominating Committee consisting of a chairman, who shall be a member of the Board of Directors, and three or more Owner Members or representatives of Owner Members. The members of the Nominating Committee shall serve a term of one year or until their successors are appointed. The names of the members of the Nominating Committee shall be announced in the notice of each election.

(b) Election Procedures. At each election of directors by the Owner Members, voting shall be by written ballot. Each Owner Member may cast all vote(s) assigned to its Lot(s) for each position to be filled by Owner votes. That number of candidates equal to the number of positions to be filled by Owner votes receiving the greatest number of votes shall be elected. The Association shall publish the names and addresses of all directors and officers within 30 days after any election of directors.

3.5. Removal of Directors and Vacancies.

Any director elected by Owner votes may be removed, with or without cause, by the vote of Members holding a majority of the eligible Owner votes at a meeting where a quorum is established. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director by the Owner Members, a successor shall be elected by the Owner Members to fill the vacancy for the remainder of the term of such director.

Any director elected by Owner votes who has three (3) consecutive unexcused absences from Board meetings, or who is more than thirty (30) days delinquent (or is the representative of a Member who is so delinquent) in the payment of any assessment or other charge due the Association, may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present, and the Board may appoint a successor to fill the vacancy for the remainder of the term.

Except as provided below, in the event of the death, disability, or resignation of a director elected by Owner votes, the Board may declare a vacancy and appoint a successor to fill the

vacancy until the next annual meeting, at which time the Owner Members may elect a successor for the remainder of the term.

Neither the Owner Members nor the Board shall have any right to remove or replace directors appointed by the Declarant. The Declarant shall be entitled to appoint a successor to fill any vacancy on the Board resulting from the death, disability or resignation of a director appointed by or elected as a representative of the Declarant.

B. Board Meetings.

3.6. Regular Meetings. Regular meetings of the Board may be held at such time and place as a majority of the directors shall determine, but at least one (1) meeting shall be held during each fiscal year.

3.7. Special Meetings. Special meetings of the Board shall be held when called by written notice signed by the President or Vice President or by any two (2) directors.

3.8. Notice; Waiver of Notice.

(a) Notices of Board meetings shall specify the time and place of the meeting and, in the case of a special meeting, the nature of any special business to be considered. The notice shall be given to each director by: (i) personal delivery; (ii) first class mail, postage prepaid; (iii) telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (iv) facsimile, computer, or other electronic mail, messaging or communication device, with printed confirmation of successful transmission. All such notices shall be given at or sent to the director's telephone number, electronic mail address, or mailing or physical address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least five (5) business days before the time set for the meeting. Notices given by personal delivery, telephone, or other device shall be delivered or transmitted at least seventy-two (72) hours before the time set for the meeting.

(b) Transactions of any Board meeting, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (i) a quorum is present, and (ii) either before or after the meeting each director not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

3.9. Virtual/Telephonic Participation in Meetings. Members of the Board or any committee that the Board appoints may participate in a meeting of the Board or committee by virtual meeting, telephone, video conference, or similar communications equipment, provided all persons participating in the meeting can hear each other simultaneously. Participation in a meeting pursuant to this section shall constitute presence in person at such meeting.

3.10. Quorum of Board; Voting. At all Board meetings, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors

present at a meeting at which a quorum is present shall constitute the decision of the Board, unless otherwise specifically provided in these Bylaws or the Declaration. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the departure of some directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any Board meeting cannot be held because a quorum is not present, a majority of the directors present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business that might have been transacted at the meeting originally called may be transacted without further notice. Board members may not vote by proxy. Voting may be conducted at a meeting or by written consents without a meeting in accordance with Section 3.13.

3.11. Conduct of Meetings. The President shall preside over all meetings of the Board and the Secretary shall keep a minute book of Board meetings, recording all Board resolutions and all transactions and proceedings occurring at such meetings.

3.12. Executive Session. Upon motion and affirmative vote of the Board in open meeting to assemble in executive session, specifically stating in the motion the purpose of the executive session, the President may adjourn any meeting of the Board and reconvene in executive session, and may restrict attendance to directors and such other persons as the Board may specifically invite and announce during the option portion of the Board meeting, to discuss matters of a sensitive nature, such as pending or threatened litigation, personnel matters, or any other matter deemed appropriate to discuss in executive session.

3.13. Action Without a Formal Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote.

C. Powers and Duties.

3.14. Powers. The Board shall have all of the powers and duties necessary for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Governing Documents, and as provided by law. The Board may do or cause to be done on behalf of the Association all acts and things except those which the Governing Documents or Georgia law require to be done and exercised exclusively by the membership. Board determinations as to the meaning, scope, and application of Governing Document provisions shall be upheld and enforced so long as such determinations are reasonable.

3.15. Duties. Duties of the Board shall include, without limitation:

- (a) preparing and adopting, in accordance with the Declaration, an annual budget establishing each Lot Owner's share of the common expenses;
- (b) levying and collecting such assessments from the Lot Owners;
- (c) providing for the operation, care, upkeep, and maintenance of Common Area;

(d) designating, hiring, and dismissing personnel necessary to carry out the Association's rights and responsibilities and where appropriate, providing for compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;

(e) depositing all funds received on behalf of the Association in a bank depository which it shall approve, and using such funds to operate the Association; provided, any reserve funds may be deposited, in the Board's best judgment, in depositories other than banks;

(f) taking any action permitted to be taken by the Association or the Board in the Declaration, including without limitation making and amending restrictions and rules in accordance with the Declaration, regulating rentals and approving management companies;

(g) opening bank accounts on behalf of the Association and designating the signatories required;

(h) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the Declaration and these Bylaws, subject to the Ordinance (as defined in the Declaration);

(i) enforcing by legal means the provisions of the Governing Documents and bringing any proceedings which may be instituted on behalf of or against the Lot Owners concerning the Association; provided, the Association's obligation in this regard shall be conditioned in the manner provided in the Declaration, if any;

(j) obtaining and carrying property and liability insurance and fidelity bonds, as provided in the Declaration, paying the cost thereof, and filing and adjusting claims, as appropriate;

(k) paying the cost of all services rendered to the Association;

(l) keeping books with detailed accounts of the Association's receipts and expenditures;

(m) making available to any prospective purchaser of a Lot, any Lot Owner, and the holders, insurers, and guarantors of any first mortgage on any Lot, current copies of the Governing Documents and all other books, records, and financial statements of the Association as provided in Section 9.4;

(n) permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Property;

(o) indemnifying a director, officer or committee member, or former director, officer or committee member of the Association to the extent such indemnity is required by Georgia law, the Articles and these Bylaws;

(p) assisting in the resolution of disputes between owners and others without litigation, as set forth in the Declaration; and

(q) taking any other action reasonable or necessary to exercise rights or perform responsibilities of the Board or the Association described in the Governing Documents.

Article IV. Officers

4.1. Officers. Officers of the Association shall be a President, Secretary, and Treasurer. The President and Secretary shall be elected from among the Board members or appointed by Declarant during the Class "B" Control Period; other officers may but need not be Board members. The Board may appoint such other officers as it deems desirable, such officers to have such authority and perform such duties as the Board prescribes. One person may hold two or more offices, except that the offices of President and Secretary shall be held by different persons.

4.2. Election and Term of Office. Other than the initial officers, who shall be elected at the first meeting of the Board or as appointed by Declarant, the Board shall elect the Association's subsequent officers at the first Board meeting following each annual meeting of the Members, to serve until their successors are elected. The Association shall publish the names and addresses of all officers within thirty (30) days after any election of directors or any change in officers of the Association.

4.3. Resignation, Removal and Filling of Vacancies.

(a) Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, acceptance of such resignation shall not be necessary to make it effective.

(b) The Board may remove any officer whenever in its judgment the best interests of the Association will be served.

(c) The Board may fill any vacancy in any office arising because of death, resignation, removal, or otherwise, for the unexpired portion of the term.

4.4. Powers and Duties. The Association's officers shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as the Board may specifically confer or impose. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification

duties to a finance committee, management agent, or both. The Secretary shall maintain the official records of the Association.

Article V. Committees

5.1. General. The Board may appoint such committees as it deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution. Each committee shall operate in accordance with the terms of such resolution.

5.2. Covenants Committee. In addition to any other committees that the Board may establish pursuant to Section 5.1, the Board may, but is not obligated to, appoint a Covenants Committee consisting of at least three (3) and no more than seven (7) Members who are neither officers nor directors of the Association. Acting in accordance with the provisions of the Declaration, these Bylaws, and resolutions the Board may adopt, the Covenants Committee, if established, shall be the hearing tribunal of the Association and shall conduct all hearings held pursuant to Article VIII of these Bylaws.

Article VI. Indemnification

6.1. Indemnification.

Subject to the limitations of Georgia law, the Association shall indemnify every officer, director, and committee member against all damages and expenses, including counsel fees and expenses, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member, except that the Association shall have no obligation to indemnify any individual against liability or expenses incurred in connection with a proceeding:

(a) brought by or in the right of the Association, although it may reimburse the individual for reasonable expenses incurred in connection with the proceeding if it is determined, by the court or in the manner provided above, that the individual met the relevant standard of conduct under the Georgia Nonprofit Corporation Act; or

(b) to the extent that the individual is adjudged liable for conduct that constitutes:

(i) appropriation, in violation of his or her duties, of any business opportunity of the Association; or

(ii) intentional misconduct or knowing violation of the law; or

(iii) an unlawful distribution to members, directors or officers; or

(iv) receipt of an improper personal benefit.

This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director, or committee member may be entitled. The Association shall, as a

Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

6.2. Advancement of Expenses. In accordance with the procedures and subject to the conditions and limitations set forth in the Georgia Nonprofit Corporation Act, the Board may authorize the Association to advance funds to pay for or reimburse the reasonable expenses incurred by a present or former officer, director or committee member in any proceeding to which he or she may be a party by reason of being or having been an officer, director, or committee member of the Association.

Article VII. Management and Accounting

7.1. Compensation of Directors and Officers. Directors and officers shall not receive any compensation from the Association for acting as such unless approved by Members representing a majority of the total Owner votes in the Association at a regular or special meeting of the Association. Any director or officer may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors. Nothing herein shall prohibit the Association from compensating a director or officer, or any entity with which a director or officer is affiliated, for services or supplies furnished to the Association in a capacity other than as a director or officer pursuant to a contract or agreement with the Association, provided that such director's or officer's interest was made known to the Board prior to entering into such contract and such contract was approved by a majority of the Board.

7.2. Right of Declarant to Disapprove Actions. So long as the Declarant exists, the Declarant shall have a right to disapprove any action, policy, or program of the Association, the Board or any committee which, in the sole judgment of the Declarant, would tend to impair rights of Declarant under the Declaration or these Bylaws, or interfere with development or construction of any portion of The Canopy Subdivision or diminish the level of services being provided by the Association.

7.3. Managing Agent.

The Board may employ for the Association a professional management agent or agents at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board may delegate such powers as are necessary to perform the manager's assigned duties, but shall not delegate policy-making authority or ultimate responsibility for those duties set forth in Section 3.15. Declarant or its affiliate may be employed as managing agent or manager.

The Board may delegate to one (1) of its members the authority to act on the Board's behalf on all matters relating to the duties of the managing agent or manager, if any, which might arise between Board meetings.

The Association shall not be bound, either directly or indirectly, by any management contract executed during the Class "B" Control Period unless such contract contains a right of termination which may be exercised by the Association, with or without cause and without penalty,

at any time after termination of the Class "B" Control Period upon not more than ninety (90) days' written notice.

7.4. Accounts and Reports.

(a) Commencing at the end of the quarter in which the first Lot is sold and closed, financial reports shall be prepared for the Association at least annually containing:

(i) an income statement reflecting all income and expense activity for the preceding period on an accrual basis; and

(ii) a statement reflecting all cash receipts and disbursements for the preceding period; and

(iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format; and

(iv) a balance sheet as of the last day of the preceding period; and

(v) a delinquency report listing all Owners who are delinquent in paying any assessments at the time of the report and describing the status of any action to collect such assessments which remain delinquent (any assessment or installment thereof shall be considered to be delinquent on the 15th day following the due date unless otherwise specified by Board resolution).

(b) An annual report consisting of at least the following shall be made available to all Members within seventy-five (75) days after the close of the fiscal year: (i) a balance sheet; (ii) an operating (income) statement; and (iii) a statement of changes in financial position for the fiscal year. Such annual report shall be prepared on an audited, reviewed, or compiled basis, as the Board determines, by an independent accountant.

7.5. Borrowing. The Association, acting through the Board, shall have the power to borrow money for any legal purpose.

7.6. Right to Contract. The Association, acting through the Board, shall have the right to contract with any Person for the performance of various duties and functions, or to provide services to the Lots or Common Area within The Canopy Subdivision, as contemplated by the Declaration.

7.7. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by the person or persons as the Board may designate by resolution.

Article VIII. Enforcement Procedures

The Association, acting through the Board, shall have the power, as provided in the Declaration, to impose sanctions, including fines, for any violation of the Governing Documents.

To the extent specifically required by the Declaration, the Board shall comply with the following procedures prior to imposition of sanctions and fines:

8.1. Notice and Response.

The Board or its delegate shall serve the alleged violator with written notice describing (a) the nature of the alleged violation, (b) the proposed sanction and/or fine to be imposed, (c) a period of not less than ten days within which the alleged violator may present a written request for a hearing to the Board or the Covenants Committee, if one has been appointed pursuant to Article V; and (d) a statement that the proposed sanction and/or fine may be imposed as contained in the notice unless a hearing is requested within ten days of the notice.

The alleged violator shall respond to the notice of the alleged violation in writing within such ten (10) day period, regardless of whether the alleged violator is challenging the imposition of the proposed sanction. If the alleged violator cures the alleged violation and notifies the Board in writing within such ten (10) day period the Board may, but shall not be obligated to, waive the sanction.

Prior to the effectiveness of sanctions imposed pursuant to this Article VIII, proof of proper notice shall be placed in the minutes of the Board or Covenants Committee, as applicable. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or its representative requests and appears at the hearing.

8.2. Hearing.

If a hearing is requested within the allotted ten (10) day period, the hearing shall be held before the Covenants Committee, or if such committee has not been appointed, then before the Board in executive session. The alleged violator shall be afforded a reasonable opportunity to be heard. The minutes of the meetings of the Board or Covenants Committee, as applicable, shall contain a written statement of the results of the hearing (i.e., the decision of the Board or Committee) and the sanction, if any, to be imposed.

If a timely request for a hearing is not made, the sanction stated in the notice shall be imposed; provided the Board or Covenants Committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the ten (10) day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.

8.3. Appeal. Following a hearing before the Covenants Committee, the violator shall have the right to appeal the decision to the Board. To exercise this right, a written notice of appeal must be received by the Association's manager, President, or Secretary within fifteen (15) days after the date of the Covenants Committee's decision. During the Class "B" Control Period, the violator shall also have the right to appeal the decision in writing to the Declarant, and the Declarant may approve, disapprove, or modify the decision of the Covenants Committee, or the Board, in its sole discretion.

Article IX. Miscellaneous

9.1. Fiscal Year. The Association's fiscal year shall be the calendar year unless the Board establishes a different fiscal year by resolution.

9.2. Parliamentary Rules. Except as may be modified by Board resolution, *Robert's Rules of Order* (current edition) shall govern the conduct of Association proceedings when not in conflict with Georgia law or the Governing Documents.

9.3. Conflicts. If there are conflicts among the provisions of Georgia law, the Articles of Incorporation, the Declaration, and these Bylaws, the provisions of Georgia law, the Declaration, the Articles of Incorporation, and the Bylaws (in that order) shall prevail.

9.4. Books and Records.

(a) Inspection by Members and Mortgagees. The Board shall make available for inspection and copying by any holder, insurer or guarantor of a first mortgage on a Lot, any Member, or the duly appointed representative of any of the foregoing at any reasonable time and for a purpose reasonably related to his or her interest in a Lot: the Governing Documents, the membership register, books of account, and any minutes of meetings of the Members and the Board. The Board shall provide for such inspection to take place at the Association's office or at such other place within Georgia as the Board shall designate.

(b) Rules for Inspection. The Board may establish rules with respect to:

- (i) notice to be given to the custodian of the records; and
- (ii) hours and days of the week when such an inspection may be made; and
- (iii) payment of the cost of reproducing documents requested.

(c) Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make a copy of relevant documents at the Association's expense.

9.5. Notices.

(a) Form of Notice and Method of Delivery. Except as otherwise provided in the Declaration or these Bylaws or by law, all notices, demands, bills, statements, or other communications under the Declaration or these Bylaws shall be in writing and be given via:

- (i) Personal delivery to the addressee;
- (ii) United States mail, first class, postage-prepaid;
- (iii) Overnight delivery; or
- (iv) Electronic mail if a valid electronic mail address has been provided.

(b) Delivery Address. Notices shall be delivered or sent to the intended recipient as follows:

(i) if to a Member, at the address, or e-mail address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Lot owned by or affiliated with such Member;

(ii) if to the Association, the Board, or a committee of either, at the address, or e-mail address of the principal office of the Association or its managing agent, or at such other address as the Association shall designate by notice in writing to the Members pursuant to this Section; or

(iii) if to the Declarant, at the principal address of the Declarant as it appears on the Secretary of State's records, or at such other address as the Declarant shall designate by notice in writing to the Association pursuant to this Section.

9.6. Amendment.

(a) By Declarant. Prior to termination of the Class "B" Control Period, the Declarant may unilaterally amend these Bylaws.

(b) By Board or Owner Members. Except as provided above, these Bylaws may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of a majority of the Board, and, during the Class B Control Period, the written consent of Declarant. These Bylaws may also be amended by the Members pursuant to a resolution duly adopted by the Board and approved by the affirmative vote of the Members entitled to cast at least 67% of the total votes of the Association, and during the Class B Control Period, with Declarant's written consent. The Board and the Members may not take any action to adversely affect, remove, revoke, modify, or diminish any right or privilege of the Declarant under the Governing Documents, including these Bylaws, without the prior written consent of the Declarant.

(c) Validity and Effective Date of Amendments. Amendments to these Bylaws shall become effective upon the date set forth in the amendment. Any procedural challenge to an amendment must be made within six (6) months of its effective date, or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these Bylaws. Amendments to the Bylaws shall be provided to Members within thirty (30) days of the effective date.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly appointed and acting President of The Canopy Property Owner's Association Inc., a Georgia nonprofit corporation;

That the foregoing Bylaws constitute the Bylaws of said Association, as duly adopted by resolution of the Board of Directors thereof on the 17th day of June, 2025.

IN WITNESS WHEREOF, I have hereunto subscribed my name this ____ day of _____, 2026.

**THE CANOPY PROPERTY OWNER'S
ASSOCIATION INC.**

By: _____

Mitchell Turner, President

Attest: _____

Sonny Livingston, Secretary