

Exhibit "C"

State of Georgia } Wayne County }	Clerk's Office Superior Court
File No. <u>88138</u>	
I certify that the within instrument of writing was filed for record at <u>4:01</u> o'clock <u>P.</u> M, this <u>12</u> day of <u>August</u> , <u>2005</u> and duly recorded in book <u>477</u> <u>Book 172-182</u> page <u>13</u> day of <u>August</u> , <u>2005</u> <u>Charles M. Ogden</u> Clerk, Superior Court, Wayne Co., Ga	

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**MOSS LANDING
PROTECTIVE COVENANTS**

STATE OF GEORGIA,
COUNTY OF WAYNE.

THIS DECLARATION OF PROTECTIVE COVENANTS, made and published this 12th day of August, 2005, by ERIC BRANCH, herein referred to as the Developer;

- WITNESSETH -

THAT, WHEREAS, Developer is the owner of Moss Landing, a subdivision in Wayne County, Georgia, a plat of which made by Everett Tomberlin, dated July 4, 2005, is of record in Plat Book 44, pages 52, records of Wayne County, Georgia;

WHEREAS, it is to the interest, benefit and advantage of Developer and each and every person who shall hereafter purchase any of said designated lots in said subdivision that certain protective covenants governing and regulating the use and occupancy of the same be established, set forth and declared to be covenants running with the land;

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by Developer and each and every subsequent owner of any of said designated lots in said subdivision, said Developer does hereby set up, establish, promulgate and declare the following protective covenants to apply to all of said designated lots and to all persons owning said lots, or any of them, hereafter. These protective covenants shall become effective immediately and run with the land and shall be binding on all persons claiming under and through Developer until terminated as hereinafter provided, to-wit:

1. LAND USE AND BUILDING TYPE. No part of said lots shall be used for any purpose other than non-commercial residential purposes, or as a site for structures appurtenant to residential use, or for providing access roads and utility services to the proposed residential sites thereon. The use of a portion of a lot as an office, studio, workshop or other such accessory use shall not be considered to be a violation of this covenant, if such use does not create regular customer, client or employee traffic. No building shall be erected, altered, placed, or permitted to remain on any lot other than one stick-built detached single family dwelling not to exceed 2-½ stories in height, a private garage for not more than two cars, and one utility building. Satellite receivers may be permitted upon approval of the architectural control authority as set out in paragraph 13, if such receivers are appropriately integrated with the landscaping. No mobile home, manufactured houses, or house trailer of any kind shall be permitted thereon regardless of whether or not the foundation therefor is temporary or permanent, and regardless of whether or not the same is a single or double-wide unit; and this absolute prohibition against mobile homes, manufactured houses and house trailers of all kinds may not be circumvented by immobilizing the same by permanently affixing it to the land. No part of said lots shall be used at any time for the purpose of farming or agricultural activities, with the exception that a garden serving any permitted residential use hereunder may be permitted. No vehicles shall be parked outside of any lot other than vehicles regularly used for transportation by persons residing up, visiting at, or providing a service to such lot. However, nothing in this paragraph shall prevent the erection on any lot by a homeowner's association of any building or facility the use of which is available to all lot owners on equal terms.

2. LOCATION OF BUILDINGS. Any building erected, altered or placed on any lot must be set back at least twenty (20') feet from the side lot line of all parcels as originally established and conveyed by Developer, and set back thirty (30') feet from the street front property line and twenty-five (25') feet from the bluff line. All such buildings erected, altered, placed or permitted to remain on any lot shall comply with all applicable ordinances, laws and regulations, including without limitation, all zoning laws and sanitary codes. Each riverfront lot, with the exception of Lots 1, 2, 3 and 4, shall be subject to a 20-foot access easement for golf cart and foot traffic along the riverfront.

3. DWELLING SIZE, WATER SUPPLY AND SANITATION. No dwelling shall be permitted on any lot which has an interior area of less than fourteen hundred (1,400) square feet exclusive of porches and garages. No dwelling shall be permitted on any part of said lots which does not have inside plumbing, running water and septic tanks.

4. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, bus or other outbuilding shall be used on any part of said lots at any time as a residence, either temporarily or permanently.

5. COMPLETION OF EXTERIOR. The exterior of every building constructed upon any part of said lots shall be completed within twelve (12) months of the date construction commences.

6. SEPTIC TANKS. It shall be incumbent upon the owner to install a water closet connected to a sanitary septic tank in conformity with the rules and regulations established by the state and county health departments before any dwelling is occupied temporarily, casually or permanently. No latrines, privies, or cesspools shall be permitted upon any of the property in said subdivision, and no waste is to be discharged on the ground surface or into any water adjoining the lot.

7. OIL AND MINING OPERATIONS. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

8. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

9. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers, and shall be placed in the community trash cans at least every seven (7) days.

10. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date hereof, unless (a) extended thereafter, or (b) terminated prior thereto, by an instrument in writing executed by a majority of the owners of all the lots of the subdivision and no such extension or termination shall become effective until such instrument in writing shall be officially filed for record in Wayne County, Georgia; provided, however, that these Protective Covenants may in no event be terminated prior to three (3) years from the date hereof or until a majority of the lots in the subdivision are sold, whichever comes later.

11. **ENFORCEMENT.** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Such enforcement may be maintained by any persons owning any lot in said subdivision. Developer may, but is under no affirmative obligation to, sue for enforcement of any such alleged violation hereof.

12. **SEVERABILITY.** Invalidation of any one of these covenants by judgments or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

13. **ARCHITECTURAL CONTROL.** No structure of any kind shall be erected on any lot until the plans and specifications with the proposed site plan therefor have been submitted to and approved as to outward appearance and design and a written permit issued therefore by Developer, his successors and assigns; provided, however, that if the approving authority fails to approve or disapprove such plans, specifications and proposed site within sixty (60) days after submission, or if no suit to enjoin erection has been commenced prior to the completion thereof, such approval shall not be required. After sale of 60% of the lots within said subdivision, Developer, his successors and assigns, shall be authorized but not required to designate Moss Landing Community Association, Inc. as the approving authority under this paragraph with all rights and powers with respect thereto which Developer, his successors and assigns, may have. The following minimum guidelines are adopted:

1. All dwellings and/or residences shall only be constructed of brick, wood frame or logs. Vinyl will be allowed on soffits and eaves.

2. All outbuildings shall be constructed to match the residence and shall be enclosed.

3. Any structures placed on the bluff must first be approved by the DNR and the owner will be responsible for any erosion damages to owner's lot and contiguous lots. The owner must receive a written variance from the DNR and provide a copy to the Developer and/or Homeowner's Association within 30 days of receipt or before construction begins, whichever occurs first.

4. All LP tanks must be enclosed or buried underground.

5. No overhead power lines, pulley, hoist or trolley systems from upper bluff to the river will be allowed.

6. No tarps shall be used for shade or shelter.

7. No fences shall be allowed on the property, except for the boundary between Lot 1 and the county property.

8. With the exception of automobiles, any under home storage must be enclosed.

9. No window-mounted heating or air conditioning units will be permitted.

10. Screened porches will only be allowed on the rear and sides of the dwelling.

11. All outdoor appliances, other than grills, must be stainless steel, operational, and built into an outdoor kitchen island. Outdoor refrigerators cannot be taller than forty (40") inches.

12. No exposed plumbing on residence or dock areas.

13. No items shall remain on the riverfront which can be floated down river by rising water.

14. **COMMON PROPERTIES.** The Developer has or may convey to Moss Landing Community Association, Inc. certain properties which are intended for the common use and enjoyment of all lots in Moss Landing Subdivision. Upon purchase of any lot in Moss Landing, the purchaser shall become a member of Moss Landing Community Association, Inc. (hereinafter Association), a non-profit corporation. It is expected that the association shall hold said common properties, maintaining and controlling them for the benefit of all members. Membership in the Association shall be determined as set forth in the Articles of Incorporation and By-Laws of the Association, copies of which are attached hereto as Exhibit "A" and "B".

As a part of the plan for the common properties, all members of the Association, other than the Developer, shall be assessed dues on a periodic basis in accordance with the By-Laws of said Association. If any member shall fail to pay said dues, the member and member's heirs, successors or assigns, shall be ineligible to use the common properties until the delinquent dues, plus interest at 12% per annum from date of delinquency, shall be paid in full. Delinquent members shall also be ineligible to vote or otherwise participate in the Association.

15. **COMMUNITY DOCK.** The Developer of the Association may construct a Community Dock extending to the Altamaha River and set aside for the recreational use and benefit of all Owners.

16. **CONSTRUCTION DEBRIS.** During the continuance of construction by an Owner, such Owner shall require its contractors to maintain the property upon which such work is being done in a reasonably clean and uncluttered condition and, to the extent possible, all construction trash and debris shall be kept within refuse containers. Upon completion of construction, such Owner shall cause its contractors to immediately remove all equipment, tools, and construction material and debris from the property on which such construction has been completed. Owners shall require its contractors and delivery vehicles to use the service entrance to enter the development.

17. **LANDSCAPING APPROVAL.** To preserve the aesthetic appearance of the Development, no owner shall be entitled to cut, remove or mutilate any trees, shrubs, bushes or other vegetation having a trunk diameter of four (4") inches or more at a point of four (4') feet above the ground level (except for pine trees) or other significant vegetation, unless located within ten (10') feet of a building, without obtaining the prior approval of the Architectural Review Committee, provided that dead or diseased trees which are inspected and certified as dead or diseased by the Architectural Review Committee or its representatives, as well as other dead or diseased shrubs, bushes, or other vegetation, shall be cut and removed promptly from any property by the Owner thereof. In the event trees are removed from the bluff area the root mat must remain to deter erosion.

18. **NUISANCES.** No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of the Development, nor shall any nuisance or odors be permitted to exist or operate upon or arise from the Development, so as to render any portion thereof unsanitary, unsightly or detrimental to persons using or occupying any other portions of the Development. Any Owner, or his family, tenants, guests, invitees, servants or agents, who dumps or places any trash or debris upon any portion of the Development shall be liable to the Association for the actual costs of removal thereof or the sum of \$250.00, whichever is greater, and such sum shall be added to and become a part of that portion of any assessment next becoming due to which such Owner and his property are subject.

19. **MOTOR VEHICLES, TRAILERS, BOATS, ETC.** Each Owner shall provide for parking of automobiles, boats, golf carts, ATVs, etc., off the streets and roads within the Development. All boats and watercraft must in useable and workable condition. No empty boat or watercraft trailers may be stored for longer than 3 months outside of an enclosure. Golf carts and ATVs will be used on the roadways only and the operators must be of legal age. No vehicles of any kind will be allowed on the Bluffs or sloped area and there is an absolute prohibition against

mud bogging. It is the intention of Developer that the Architectural Review Committee shall restrict the type and number of automobiles, pick-up trucks, and other gas-powered vehicles allowed within the Development. Such policies may change from time to time with changing technology. The purpose of vehicle restrictions is to minimize the impact of vehicles on the natural environment and roads. No Owners or other Occupants of any portion of the Development shall repair or restore any vehicle of any kind upon or within a property subject to this Declaration except (a) within enclosed garages or workshops, or (b) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility.

20. OWNER'S RESUBDIVISION. No Common Area or Lot shall be subdivided, or its boundary lines changed, nor shall application for same be made to any political subdivision with jurisdiction thereof; however, this provision shall not prohibit the combining of two (2) or more contiguous Lots into one (1) larger lot. Following the combining of two (2) or more lots into one (1) larger lot, only the exterior boundary lines of the resulting larger lot shall be considered in the interpretation of this Declaration.

21. TRESPASS. Whenever the Developer, the Association or the Architectural Review Committee is permitted by these Covenants to correct, repair, clean, preserve, clear out or do any action on the property of any Owner, or on the easement areas adjacent thereto, entering the property and taking such action shall not be deemed a trespass.

22. ASSIGNMENT OF DEVELOPER'S RIGHTS TO THE ASSOCIATION. The Developer reserves the right to assign to the Association, at his sole discretion, his rights reserved in this Declaration. The Association hereby agrees to accept any and all assignments of rights hereunder, and no further action shall be required by it.

23. OTHER RIGHTS AND RESERVATIONS. THE OMISSION OF ANY RIGHT OR RESERVATION IN THIS ARTICLE SHALL NOT LIMIT ANY OTHER RIGHT OR RESERVATION BY THE DEVELOPER WHICH IS EXPRESSLY STATED IN OR IMPLIED FROM ANY OTHER PROVISIONS IN THIS DECLARATION.

24. MAINTENANCE EASEMENT. There is hereby reserved for the benefit of Developer, the Association, and their respective agents, employees, successors and assigns, an alienable, transferable, and perpetual right and easement to enter upon any property subject to this Declaration for the purpose of providing insect and reptile control, mowing, removing, clearing, cutting, or pruning underbrush, weeds,

stumps or other unsightly growth and removing trash, so as to maintain reasonable standards of health, fire safety, and appearance within the Development, provided that such easements shall not impose any duty or obligation upon Developer or the Association to perform any such actions, or to provide garbage or trash removal services. Furthermore, it is hereby reserved for the benefit of the Developer, the Association and their respective agents, employees, successors and assigns, an alienable, transferable, and perpetual right and easement, but not the obligation, to enter upon any unimproved portions of properties subject to this Declaration which are located within twenty (20) feet from the water's edge of any lagoon, pond or other body of water within the Development for the purpose of (a) mowing such area and keeping the same clear and free from unsightly growth and trash, (b) maintaining such bodies of water, such maintenance to include, without limitation, dredging and the maintenance of reasonable water quality standards, and (c) installing, constructing, repairing, replacing, and maintaining bulkheads, provided that the foregoing reservation of easements should not be deemed to and shall not in any way limit the responsibility therefor by Owners. The costs thereof incurred as a result of the action or inaction of any Owner shall be paid by such Owner.

25. ENVIRONMENTAL EASEMENT. There is hereby reserved for the benefit of Developer, the Association, and their respective agents, employees, successors and assigns, an alienable, transferable, and perpetual right and easement on, over, and across all unimproved portions of properties subject to this Declaration for the purpose of taking any action necessary to effect compliance with environmental rules, regulation and procedures from time to time promulgated or instituted by the Board of Directors, the Architectural Review Committee, or by any governmental entity, such easement to include, without limitation, the right to implement erosion control procedures and practices, the right to drain standing water, and the right to dispense pesticides.

26. RESPONSIBILITIES OF OWNERS. Unless specifically identified herein as being the responsibility of the Association, all maintenance and repair of lots, and waterfront property adjacent to any such property, together with all other improvements thereon or therein and all lawns, landscaping, grounds trees and shrubs on and within such property shall be the responsibility of the Owner thereof. Each Owner shall be responsible for maintaining his or its property in a neat, clean, and sanitary condition, and such responsibility shall include the maintenance and care of all exterior surfaces of the improvements to all lots and other structures and all lawns, trees, shrubs, hedges, grass and other landscaping. Each Owner shall also be obligated to pay for the costs incurred by the Association for repairing, replacing, maintaining or cleaning any item which is the responsibility of such Owner, but which responsibility such Owner fails or refuses to discharge. No Owner shall do any work which, in the reasonable opinion of the Architectural Review Committee, would jeopardize the soundness and safety of the Development,

reduce the value thereof, or impair any easement or hereditament thereto, without in every such case obtaining the written approval of the Architectural Review Committee and the Owners, and the mortgagees of property directly affected thereby or benefiting from such easement or hereditament.

27. WORK IN BEHALF OF OWNERS. In the event that Developer or the Board of Directors determines that: (a) any Owner has failed or refused to discharge properly his or its obligations with regard to the maintenance, cleaning, repair, or replacement of items for which he or it is responsible hereunder, or (b) that the need for maintenance, cleaning, repair, or replacement which is the responsibility of the Association hereunder is caused through the willful or negligent act of an owner, his family, tenant, guests or invitees, and is not covered or paid for by insurance in whole or in part, then, in either event, Developer or the Association, except in the event of an emergency situation, may give such owner written notice of Developer's or the Association's intent to provide such necessary maintenance, cleaning, repair, or replacement, at the sole cost and expense of such owner, and setting forth with reasonable particularity the maintenance, cleaning, repairs or replacement deemed necessary. Except in the event of emergency situations, such owner shall have fifteen (15) days within which to complete the same in a good, workmanlike and timely manner, or in the event that such maintenance, cleaning, repair or replacement is not capable of completion within said fifteen (15)-day period, to commence said maintenance, cleaning, repair, or replacement and diligently proceed to complete the same in a good and workmanlike manner. In the event of emergency situations or the failure of any owner to comply with the provisions hereof after such notice, Developer or the Association may provide (but shall not have the obligation to so provide) any such maintenance, cleaning, repair, or replacement at the sole cost and expense of such owner and said cost shall be added to and become a part of the assessment to which such owner and his property are subject and shall become a lien against such property. In the event that Developer undertakes such maintenance, cleaning, repair, or replacement, the Association shall promptly reimburse Developer for Developer's costs and expenses.

28. OWNER'S INSURANCE. It shall be the individual responsibility of each owner at his own expense to provide, as he sees fit, public liability, property damage, title, and other insurance with respect to his or its own property. The Board of Directors may require all owners to carry public liability and property damage insurance with respect to their respective properties and to furnish copies or certificates thereof to the Association.

29. NO PARTITION. There shall be no judicial partition of the Development or any part thereof, nor shall any person acquiring any interest in the Development or any part thereof, seek any such judicial partition unless the Development has been removed from the provisions of this Declaration.

30. DAMAGE OR DESTRUCTION TO OWNERS' PROPERTIES. In the event of damage or destruction by storm, fire or other casualty to any lot subject to this Declaration, or the improvements thereon, and in the further event that the owner responsible for the repair and replacement of such property elects not to repair or rebuild, such owner shall promptly clear away the ruins and debris of any damages improvements or vegetation and leave such property in a clean, orderly, safe and sightly condition. Should such owner elect to repair or rebuild such property or other improvements thereon, such Owner shall repair or rebuild to substantially the same condition as existed prior to such storm, fire or other casualty, and in accordance with all applicable standard, restrictions and provision of this Declaration, and all applicable zoning, subdivision, building and other governmental regulations. All such work or repair or construction shall be commenced promptly following such damage or destruction and shall be carried through dilligently to conclusion.

31. The Developer will provide a community water system at a cost to be determined at the time of hook up. In addition to the connection charge the Developer and/or Homeowner's Association will charge a monthly use fee. The terms of the contract providing the water between the Developer and/or Homeowner's Association and the purchaser will govern the responsibilities of each party.

32. DEVELOPER'S RESERVATION TO AMEND, MODIFY, ETC.

Developer and his successors and assigns reserves the right to amend modify or delete from or add to these protective covenants by an instrument in writing which shall become effective when such instrument shall be officially filed for record in the Office of the Clerk of Superior Court of Wayne County, Georgla. After the sale of 75% of the lots in Phase One or the infrastructure of Phase One is completed, whichever last occurs, this right shall be transferred to the Homeowner's Association; provided however, a majority of the lot owner's must sign the authorization for any change in these covenants once said right has been transferred.

IN WITNESS WHEREOF, Developer has hereunto set his hand and seal on the day and year first above written.


Eric Branch

Signed sealed and delivered
In the presence of:


Witness


Notary Public



MOSS LANDING HOMEOWNERS ASSOCIATION**BYLAWS PREAMBLE**

The purposes of the Moss Landing Homeowners Association (MLHA) are to promote the common interests and welfare of the homeowners and landowners of record located in the Moss Landing Development in Wayne County, Georgia, and to administer and enforce covenants duties and responsibilities.

ARTICLE I. MEMBERSHIP

Section 1.1 Membership in the Association: Membership in MLHA (the Association) shall be limited to homeowners and landowners in the Moss Landing Development and shall be effective upon the payment of all current and delinquent dues and/or assessments.

Section 1.2 Voting Rights: On matters upon which voting by the membership is required, each household that is not delinquent in its dues shall be entitled to one vote for each lot owned.

ARTICLE II. ASSOCIATION MEETINGS AND DUES

Section 2.1 Semi-Annual Meetings: Semi-Annual Meetings of the Association shall be held in June and November of each year for the presentation of reports to the membership from the outgoing officers, for the election of new Directors and for the transaction of such other business as should come before the Association. All members shall be notified of the time and place of the Semi-Annual Meetings no later than 14 days prior to such meeting.

Section 2.2 Other Meetings: Other Meetings of the Association may be called by the Board of Directors (Board) as may be required for the transaction of business requiring the approval or attention of the membership of the Association. Members shall be notified of the purpose, time and place no later than 30 days before such other meeting.

Section 2.3 Quorum Requirements: All Association meetings as described above shall require the presence of at least 2/3 of eligible voting members including a quorum of the Board to transact business.

Section 2.4 Rules of Procedure: The rules contained in the current edition of *Robert's Rules of Order Newly Revised (RONR)* shall govern the proceedings of the Association.

Section 2.5 Dues: The amount of dues shall be fixed from time to time by the Board to carry out the purposes and defray the expenses of the Association. Initial dues are set at \$500.00 per year and shall be due and payable on or before March 1 of the year in which they become due. Members shall be notified of any proposed dues increase at least 60 days prior to any scheduled Board vote thereon.

The Board of Directors shall take prompt action to collect from a lot owner any dues and/or assessment which remains unpaid for more than 60 days from the due date.

In the event of nonpayment by any lot owner of any annual dues or assessment, such lot owner shall be obligated to pay interest at the highest annual rate permitted by law from the due date thereof, together with all expenses, including but not limited to attorney fees, incurred by the Board of Directors in any proceeding to collect such unpaid dues and/or assessments. The Board of Directors shall have the right and duty to recover such delinquent dues and

assessments, together with the interest thereon and the expenses of the proceedings as outlined previously, in an action brought against such delinquent lot owner or by foreclosure of the lien on such lot.

The Board of Directors shall also have the right to prohibit such lot owner from voting at a meeting of the Association if the Corporate records show that such lot owner is delinquent in the payment of dues and/or assessments and the amount necessary to pay the delinquent dues, assessments and collection expenses has not been paid at the time of the meeting.

ARTICLE III. BOARD OF DIRECTORS.

Section 3.1 Director Qualifications: Election/Appointment to the Board requires being a property owner within Moss Landing and a member of the ARBHA.

Section 3.2 Responsibility: Any person who agrees to serve on the Board, as a condition of such service, agrees to be knowledgeable about and abide by the Georgia Non-Profit Corporation Laws and the Bylaws of Moss Landing Homeowners Association. The Board shall also develop and maintain a list of Policies and Procedures. Such lists shall be provided to all lot owners.

Section 3.3 Management: The affairs and properties of the Association shall be managed by the Board of Directors, its Executive Committee, and Standing Committees. Officers, individual Directors and Committees shall have only such powers that are specifically delineated within these Bylaws, Board approved Committee Charters or as specifically assigned by the Board or Executive Committee.

Section 3.4 Number of Directors: The Board shall consist of a minimum of three (3) Directors. The number of Directors may be adjusted between three (3) and seven (7) as determined necessary by the Board to efficiently and effectively carry out the business of the Association.

Section 3.5 Election of Directors: New Directors shall be elected by the Association members at the November semi-annual meeting and take office at the end of such meeting. Directors shall be elected by a plurality of votes cast by the eligible voting members and, except as otherwise may be provided in these Bylaws, may hold office for two (2) terms in succession or until their successors have been elected or longer, if the term limitation is waived by a three-fourths (3/4) vote of the Board present and voting. A term is three (3) years. To the extent possible, the terms of the Directors shall be staggered so that approximately one third (1/3) of the Directors shall be elected each year.

Section 3.6 Board Meetings: All meetings of the Board shall normally be open meetings. Any member of the Board may request that certain Board meetings or portions of meetings be closed if this is required to protect the privacy of individuals or to discuss matters in Executive Session. The topic of discussion in such closed meeting or portions thereof shall be noted in the Board's Meeting minutes.

Section 3.7 Special Board Meetings: Special Meetings of the Board may be called at any time by the President or at the request of no less than 1/5 (20%) of other Directors, or by signed and dated petition presented to the President by at least twenty (20) Association Members. The purpose(s) of such special meeting shall be stated; no other business except that stated shall be conducted at such Special Meeting.

Section 3.8 Time, Place and Notification of Board Meetings: All Board meetings shall be held within Wayne County, Georgia. Notice of all Board meetings shall be provided personally, by mail or e-mail to each Director no less than seven (7) days before such meeting. Announcement at the previous Board meeting shall be considered sufficient notice for Directors; however, Directors not present at such previous meeting shall be notified by the methods

given above. The time and location of all regularly scheduled Board meetings shall be made available to all Association Members through publication in the Association's newsletter and on the Association website no later than seven (7) days before such meeting.

Section 3.9 Quorum Requirements: A quorum of the Board, which is required for the legal transaction of any Board actions, shall consist of a majority of the number of Directors existing immediately prior to the start of the meeting.

Section 3.10 Business Transactions: The President shall establish an agenda and procedures for the conduct of any regular Board meeting. Any business permitted by Georgia Non-Profit Corporate Law and Association Bylaws and Resolutions still in effect may be transacted at Board meetings. _

Section 3.11 Voting: At all meetings of the Board of Directors, 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 of Directors. If at any meeting of the Board of Directors there shall be less than a quorum is present, a majority of those present may adjourn the meeting from time to time. At the reconvening of any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 3.12 Resignation and Removal of Directors: A Director may resign at any time. A Director can be removed by a three fourths (3/4) vote of a quorum of the Board for cause. The term "cause" shall include absence from four consecutive meetings of the Board unless excused by the President, failure to discharge the duties of a Board member as prescribed under the Georgia Non-Profit Corporate Law or these Bylaws, or egregious conduct determined by the Board to be contrary to the interests of this Association. Directors may also be removed by a majority recall vote of the Members at any Association Meeting as described in Sections 2.1 and 2.2. Any Director who resigns shall not be entitled to serve on the Board prior to the next Annual Meeting.

Section 3.15 Addition/Replacement of Directors: The Board may vote to replace any Director who has resigned or who has been removed. The Board shall determine the term to be served by the new Director; if such term is less than 1 year, this period shall not count towards term limits. The Board may also vote to install additional Directors as may be needed, up to a total of seven (7) Board members, and shall specify the length of term to be served, up to a maximum thirty-six (36) months term less the months from the prior Annual Meeting.

Section 3.16 Compensation: No Director shall receive compensation for service on the Board. The Board may authorize the Treasurer to reimburse actual expenses incurred by any Director in connection with the performance of duties. A written explanation of the incurred expenses along with receipts must be submitted to the Treasurer.

Section 3.17 Indemnification: Any person made a party to any action, suit or proceeding by reason of fact that he or she is or was an Officer or Director, shall be indemnified by the Association against damages and reasonable expenses, including attorney's fees, actually and necessarily incurred by him or her in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such person is liable as a Director under the Laws of Georgia. The foregoing right of indemnification shall be deemed exclusive of any other rights to which any such Director may be entitled as a matter of law.

ARTICLE IV. OFFICERS.

Section 4.1 Officers: The Officers of the Association shall be a President, Vice

President, Secretary and a Treasurer. No person may hold more than one office at a time, no person shall serve as an Officer unless that person shall have been a Director for one or more years unless no qualified member is willing to serve, and no person shall serve more than two (2) consecutive years in the same office or until the successor is elected, or unless an additional year has been approved by a vote of three fourths (3/4) of the Board present and voting.

Section 4.2 Election of Officers: The election of Officers-elect shall be conducted at the November Semi-Annual meeting by a majority vote of a quorum of the Board. The Officers-elect shall take office immediately following the end of such meeting. Each person elected as an Officer shall continue in office through the next Semi-Annual Meeting after his taking office. Vacancies of officers shall be filled by a majority vote of a quorum of the Board subject to other conditions of these Bylaws regarding length of service on this Board. Any new officer shall complete the term of the replaced officer.

Section 4.3 Appointment of Additional Officers: The Board, at any meeting, may appoint additional Officer(s) and shall define their duties in writing. Their term of office and position shall terminate at the end of the next Annual Meeting unless the new Board decides to continue the position(s).

Section 4.4 President: The President shall be the chief executive officer of the Association and shall have general authority and responsibility over the affairs and property of the Association and its Directors and shall generally perform all activities incident to the office of President permitted by law. The President shall preside at meetings of the Members and of the Board and shall have such other powers and duties as may be assigned by the Board. The President, aside from his voting membership on the Executive Committee, shall be a non-voting member of all committees and, along with the Treasurer, shall have the authority to execute the Association's financial documents.

Section 4.5 Vice President: The Vice President shall perform any of the duties of the President at his/her request or in his/her absence or disability. When so acting, the Vice President shall have all the powers of and be subject to all restrictions upon, the President as established in these Bylaws.

Section 4.6 Treasurer: The Treasurer shall act under the supervision of the President and Board and shall have charge of, and be responsible for, all funds of the Association including dues and assessments and shall be responsible for keeping accurate and adequate records of the assets, liabilities and financial transactions of the Association. The Treasurer shall deposit all Association funds in the name of the Association in such banks, trust companies or other depositories designated in Section 6.5 of these Bylaws. The Treasurer shall resolve questions of membership and eligibility for voting by investigating and reviewing ownership evidence and membership records as requested by the President or Board. The Treasurer shall disburse the funds of the Association based upon proper vouchers for such disbursements and shall perform all the duties incident to the office of Treasurer and such other duties as may be designated by the President or Board. The Treasurer shall be responsible for filing all financial and related reports and shall provide the Board with the status of the budget upon request and at the Annual Meeting. If requested by the Board, the Treasurer shall provide a record of all bank statements, expenditures and receipts for an audit to be performed prior to the Annual Meeting by such persons appointed by the Board.

Section 4.7 Secretary: The Secretary shall keep the minutes of all meetings of the Members and Board. The Secretary shall see that all notices are given in accordance with these Bylaws and as required by law, shall be responsible for the books, records and papers of the Association relating to its incorporation, and shall see that all reports, statements and other documents required by law are properly filed, except to the extent that financial documents may be kept and filed by the Treasurer. The Secretary shall perform the duties normally incident to the office of Secretary.

ARTICLE V. MISCELLANEOUS PROVISIONS

Section 6.1 Fiscal Year: The fiscal year shall run from January 1st to December 31st in each year.

Section 6.2 Execution of Contracts: The Board, in writing, may authorize any Officer or Director to execute any contract or other instrument in the name of or on behalf of the Association. The President, with the consent of the Board of Directors, may execute any contract or instrument on behalf of the Association up to monetary limits which may be set by the Board; contracts or instruments over this amount require Board preapproval. All contracts or instruments not meeting these requirements shall have no power to bind the Association.

Section 6.3 Loans: No loan shall be contracted on behalf of the Association unless authorized in writing by the Board.

Section 6.4 Commercial Paper: All checks, drafts and other orders for payment of money out of funds of the Association, and all notes and evidences of indebtedness of the Association shall be executed on behalf of the Association as provided in these Bylaws or by such agent as the Board may authorize in writing.

Section 6.5 Deposits: All funds of the Association shall be deposited to the credit of the Association in such Banks, trust companies or other depositories as the Board may select or the Treasurer may select with Board approval.

Section 6.6 Notices: Any notices required to be given under these Bylaws may be waived in writing by the person entitled to such notice.

Section 6.7 Prior Actions in Effect (Motions): All motions, resolutions and policies passed by prior Boards shall be carried forward upon ratification of these Bylaws unless they are determined to materially conflict with these Bylaws; if a conflict is determined, the conflicting motion shall be declared null and void and may be replaced as necessary by the Board.

ARTICLE VII. AMENDMENT OF BYLAWS

Section 7.1 Amendment Procedures: The Board may amend these Bylaws or any portions thereof. Changes shall take effect upon ratification by a majority vote of required number of Association Members (as defined in Section 2.3) at a Membership Meeting which includes this stated purpose. Copies of the current and proposed Bylaws are available upon request.

ADOPTION OF BYLAWS

The foregoing Bylaws have been duly adopted this _____ day of _____,
2014.

MOSS LANDING HOMEOWNERS ASSOCIATION

By: _____

By: _____