

**AMENDED AND RESTATED BYLAWS FOR WHITESTONE LAKE ESTATES
PROPERTY OWNERS ASSOCIATION, INC.**

ARTICLE I: NAME, PRINCIPAL OFFICE, DEFINITIONS AND PURPOSE

1.1 Name. The name of the corporation is Whitestone Lake Estates Property Owners Association, Inc. (the "Association"), a Georgia nonprofit.

1.2 Principal Office. The initial principal office of the Association shall be located in Gilmer County, Georgia.

1.3 Definitions. 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 Declaration of Covenants, Conditions and Restrictions for Whitestone Lake Estates filed, or to be filed, in the Gilmer County land records, as it may be amended (the "Declaration"), unless the context indicates otherwise.

1.4 Purpose. It is the mission of the WLEPOA to protect the rights and interest of the deed holders of property at Whitestone Lake Estates through the election of Board of Directors and officers, the observance of parliamentary procedure and the establishment, amendment and enforcement of the Bylaws, in addition to the establishment of rules and regulations regarding the use of the lake and ski amenities. The WLEPOA also seeks to promote the sport of competitive waterskiing and recreation related to it.

ARTICLE 2: MEMBERSHIP, MEETINGS, NOTICE, QUORUM, VOTING

2.1 Membership. The Association shall have one (1) class of membership.

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, either within the Community or as convenient to the Community as is possible and practical. Meetings may be held by means of telephone conference, video conference or similar communications equipment, by means of which all persons participating in the meeting can converse with each other. Participation by one of these methods shall constitute presence in person at such meeting.

2.3 Regular Meetings. Three general membership meetings shall be scheduled each year, one each in the first, second and fourth quarters. The fourth quarter meeting shall be considered the annual meeting and it is at this meeting that the nomination of officers shall take place.

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 within thirty (30) days if so directed by resolution of the Board or upon a petition signed by Members holding at least twenty percent (20%) of the total votes in the Association.

2.5 Notice of Meetings. Written notice stating the place, day, and time of any meeting of the Members shall be delivered to each Member entitled to vote at such meeting, not less than twenty-one (21) days in advance of a regular meeting and at least seven (7) days in advance of a special meeting. Notice of a Special Meeting shall state the purpose of the meeting. No business shall be transacted at a Special Meeting except as stated in the notice.

2.6 Waiver of Notice. Waiver of notice of a meeting of the Association shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Association, either before or after such meeting. Attendance at a meeting shall be deemed a waiver of any objection as to notice of the time, date, and place thereof: unless a specific objection as to the lack of proper notice is given at the time the meeting is called to order. Attendance at a meeting shall also 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. If any meeting of the Association cannot be held because a quorum is not present, Members holding a Majority of the votes represented at such meeting may adjourn the meeting to a time not less than five (5) nor more than twenty (20) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If a time and place for reconvening the meeting is not set by those in attendance at the original meeting or if for any reason a new date is set for reconvening the meeting after adjournment, notice for reconvening the meeting shall be given to Members in the manner prescribed in Section 2.5.

2.8 Voting. The voting rights of the Members shall be as set forth in Article 4 of the Declaration and in these Bylaws, and such voting rights provisions are specifically incorporated by this reference. The Board may adopt policies and procedures regarding the methods of casting votes, such as written ballots, secret ballots or computer access.

2.9 List for Voting. After setting a record date for notice of a meeting, the Board shall prepare an alphabetical list of the names of the Members entitled to notice of such meeting. The list shall show the address of the Member and the number of votes each is entitled to vote at the meeting. The list for voting shall be made available for inspection in accordance with Georgia law.

2.10 Proxies. Proxies are not permitted.

2.11 Quorum. The presence, in person, of Members holding thirty-three percent (33%) of the votes entitled to be cast shall constitute a quorum at all meetings of the Association. If a quorum is present at a duly called or held meeting, business may be continued until adjournment, notwithstanding the withdrawal of Members leaving less than a quorum, provided that any action taken is approved by at least a Majority of the votes required to constitute a quorum.

2.12 Conduct of Meetings. The president shall preside over all meetings of the Association, and 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 Formal Meeting. In the Board's discretion, except as stated below, any action that may be taken at any annual, regular, or special meeting of the members of the Association may be taken without a meeting if the Association delivers a ballot in writing or by electronic transmission (either shall be deemed a "written ballot") to every Owner entitled to vote on the matter.

Election of Board members, amendment of Ski Club Rules and votes to hold water ski tournaments or otherwise dedicate the Lakes for use by outside entities shall be only conducted in accordance with this Section 2.13. Amendment of Ski Club Rules shall require a majority of Total Association vote.

A written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

The Association may deliver written ballots by personal delivery, U.S. Mail, facsimile transmission, e-mail, or other electronic means. Owners shall deliver their vote by written ballot to the Association by whatever means is specified by the Board of Directors.

All solicitations for votes by written ballot shall: (1) indicate the number of responses needed to meet the quorum requirements; (2) state the percentage of approvals necessary to approve each matter other than election of Directors; and (3) specify the time by which a ballot must be received by the Association in order to be counted. A written ballot may not be revoked. The Association shall maintain such ballots in its file for at least three (3) years.

ARTICLE 3: BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS

A. Composition and Selection.

3.1 Governing Body. The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one (1) equal vote. The Directors shall be eligible Members; provided however, no Owner representing the same Lot may serve on the Board at the same time. No Owner shall be eligible to serve as a Director if any Assessment for such Owner's or resident's Lot is delinquent. In the case of a Member which is not a natural person, any officer, Director, partner, member, manager, employee, or fiduciary of such Member shall be eligible to serve as a Director unless otherwise specified by written notice to the Association signed by such Member, provided that no Member may have more than one (1) such representative on the Board at a time.

3.2 Number of Directors. The Board shall consist of five (5) Directors.

3.3 Nomination and Election Procedures.

(a) Nomination of Directors. Directors shall be nominated from the floor and may also be nominated by a nominating committee, if such a committee is established by the Board. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

(b) Election Procedures. Elections shall be conducted in accordance with Article 2, Section 2.13. Each Member may cast the vote(s) assigned to the Member's Lot(s) for each position to be filled. A majority of returned ballots shall elect if a quorum is met. Directors may be elected to serve any number of consecutive terms.

3.4 Election and Term of Office. Those Directors in office on the effective date of these Bylaws shall continue in office until their terms expire. Upon the expiration of the term of office of each Director elected by the Members, the Members shall elect a successor to serve a term of two (2) years. Directors shall hold office until their respective successors have been elected.

3.5 Removal of Directors and Vacancies. Any director elected by the Members may be removed, with or without cause, by the Members holding at least two thirds (2/3) of the total votes. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall be elected by the Members to fill the vacancy for the remainder of the term of such director.

Any director elected by the Members who has three (3) or more consecutive unexcused absences from Board meetings, or who is more than thirty (30) days delinquent (or is the resident of a Lot that is delinquent or is an officer, director, partner, member, employee, or trust officer of a Member who is delinquent) in the payment of any Assessment or other charge due the Association, may be removed by a majority of the Directors, and the Board may appoint a successor to fill the vacancy until the next annual meeting, at which time the Members may elect a successor for the remainder of the term.

In the event of the death, disability, or resignation or an elected Director or the adoption of a Board resolution increasing the number of Directors, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Members may elect a successor for the remainder of the term.

B. Meetings.

3.6 Organizational Meetings. Within thirty (30) days after the election or appointment of new Directors, the Board shall hold an organizational meeting at such time and place as the Board shall set.

3.7 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) such meeting shall be held during each year.

3.8 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.

3.9 Notice. Notice of a regular meeting shall be communicated to Directors not less than four (4) days prior to the meeting. Notice of a special meeting shall be communicated to Directors not less than seventy-two (72) hours prior to the meeting. No notice need be given to any Director who has signed a waiver of notice or a written consent to holding of the meeting. The notice 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. Notices shall be given to each Director by electronic mail or e-mail using Internet accessible equipment and services. Each Director will be deemed to have consented to such method of delivery by accepting a Board seat and will provide the Board with an electronic mail or e-mail address. Notices given by electronic mail or e-mail shall be deemed communicated when delivered.

3.10 Waiver of Notice. The transactions of any meeting of the Board, 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 (a) a quorum is present, and (b) either before or after the meeting each of the Directors 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.

3.11 Participation in Meetings. Members of the Board or any committee designated by the Board may participate in a meeting of the Board or committee by means of telephone conference, video conference or similar communications equipment, by means of which all persons participating in the meeting can converse with each other. Participation in a meeting pursuant to this Section shall constitute presence in person at such meeting.

3.12 Quorum of Board of Directors. At all meetings of the Board, 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 withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board 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 four (4) nor more than twenty (20) days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

3.13 Action Without a Meeting. Action taken without a meeting may be taken by less than all members of the board but not less than a majority of the board. The action must be evidenced by

one or more consents in writing or by electronic transmission describing the action taken, signed by no fewer than the required number of Directors, and delivered to the corporation for inclusion in the minutes for filing with the corporate records reflecting the action taken. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

3.14 Compensation. Directors shall not receive any compensation from the Association for acting as such unless approved by Members holding a Majority of the total votes in the Association at a regular or special meeting of the Association. Any Director 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 any entity with which a Director is affiliated, for services or supplies furnished to the Association in a capacity other than as a Director pursuant to a contract or agreement with the Association, provided that such Director'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 of Directors, excluding the interested director.

3.15 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. In the case of a tie vote on a motion or resolution before the Board, the motion or resolution is considered lost.

3.16 Open Meetings. Subject to the provisions of Sections 3.12 and 3.17, all meetings of the Board shall be open to all Members, but attendees other than Directors may not participate in any discussion or deliberation unless permission to speak is requested on an attendee's behalf by a Director. In such case, the president may limit the time any individual may speak. Notwithstanding the above, the president may adjourn any meeting of the Board, reconvene in executive session, and exclude Persons other than Directors, to discuss matters of a sensitive nature, including, but not limited to pending or threatened litigation and personnel matters.

3.17 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 all acts and things which the Governing Documents or Georgia law do not direct to be done and exercised exclusively by the membership generally. The Board of Directors shall oversee all financial expenditures not to exceed \$600 per transaction without approval of a majority of a Total Association Vote, excluding budgeted operating expenses.

3.18 Duties. The duties of the Board shall include, without limitation:

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

- (c) designating, hiring, and dismissing the personnel necessary to carry out the rights and responsibilities of the Association and where appropriate, providing for the 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;
- (d) depositing all funds received on behalf of the Community 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 Directors' best business judgment, in depositories other than banks;
- (e) making and amending rules in accordance with the Declaration;
- (f) opening of bank accounts on behalf of the Community Association and designating the signatories required;
- (g) contracting for repairs, additions, and improvements to or alterations of the Common Area in accordance with the Governing Documents;
- (h) enforcing by legal means the provisions of the Governing Documents and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association in accordance with the Governing Documents;
- (i) 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;
- (j) paying the costs of all services rendered to the Association;
- (k) keeping books with detailed accounts of the receipts and expenditures of the Association;
- (l) making available to any Owner, and the holders, insurers, and guarantors of any Mortgage on any Lot, current copies of the Governing Documents and other books, records, and financial statements of the Association as provided in Section 6.4;
- (m) permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Community;
- (n) indemnifying a director, officer or ACC member or committee member, or former director, officer, ACC member, or committee member of the Community Association to the extent such indemnity is required or permitted under Georgia law or the Governing Documents.

3.19 Management. The Board may employ for the Association a management agent or agents at such compensation as the Association 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. The Declarant or an affiliate of the Declarant may be employed as managing agent or manager.

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

3.20 Accounts and Reports. The following management standards of performance shall be followed unless the Board by resolution specifically determines otherwise:

- (a) cash or accrual accounting, as defined by generally accepted accounting principles, shall be employed;
- (b) accounting and controls should conform to generally accepted accounting principles;
- (c) cash accounts of the Association shall not be commingled with any other accounts;
- (d) no remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; any item of value received shall benefit the Association;
- (e) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board; and
- (f) an annual financial report shall be made available to all Members within one hundred twenty (120) days after the close of the fiscal year. Such annual report may be prepared on an audited, reviewed or compiled basis, as the Board determines.

3.21 Borrowing. The Association shall have the power to borrow money for any legal purpose; provided however, if the proposed borrowing is for the purpose of making discretionary capital improvements and the total amount of such borrowing, together with all other debt incurred within the previous twelve (12) month period, exceeds or would exceed ten percent (10%) of the budgeted gross expenses of the Association for that fiscal year, the Board shall obtain the approval of Members holding at least sixty-seven percent (67%) of the total votes allocated to Lots prior to borrowing such money.

3.22 Right to Contract. The Association shall have the right to contract with any person for the performance of various duties and functions. This right shall include, without limitation, the right to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or other owners or residents associations, within and outside the Community.

ARTICLE 4: OFFICERS

4.1 Officers. The officers of the Association shall be a president, secretary, treasurer, and Ski Activities Coordinator. The president shall be elected from among the members of the Board;

other officers may, but need not be members of the Board. The Board may appoint such other officers, including one (1) or more vice presidents, one (1) or more assistant secretaries and one (1) or more assistant treasurers, as it shall deem desirable, such officers to have such authority and perform such duties as the Board prescribes. Any two (2) or more offices may be held by the same person, except the offices of president and secretary.

4.2 Election and Term of Office. The Board shall elect the officers of the Association at the organizational meeting of the Board following each election of new Directors. Such officers shall serve until their successors are elected.

4.3 Removal and Vacancies. The Board may remove any officer at any time in its sole discretion with or without cause and 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 officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may specifically be conferred or imposed by the Board of Directors. The president shall be the chief executive officer of the Association. The treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate nil or part of the preparation and notification duties to a finance committee, management agent, or both.

The secretary shall be responsible for preparing minutes of meetings of the Association and the Board and for authenticating records of the Association.

The Ski Activities Coordinator shall be responsible for representing the WLEPOA with the Georgia Water Ski Federation and USA Water Ski and others in the competitive ski community in all matters relevant to competitive water skiing, including the scheduling of tournaments or clinics, the setting of entry fees, and the appointment of tournament directors. No tournaments or clinics may be scheduled at Whitestone Lake Estates without a majority vote.

4.5 Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, 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, the acceptance of such resignation shall not be necessary to make it effective.

4.6 Execution of Instruments. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by an officer or by such other person or persons as may be designated by Board resolution.

4.7 Compensation. Compensation of officers shall be subject to the same limitations as compensation of Directors under Section 3.14.

ARTICLE 5: 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. Unless otherwise provided by the Board, committee members shall be eligible Members; provided however, no Member may have more than one (1) representative on a committee at any time. No committee appointed by the Board shall be empowered to take any affirmative action or to bind the Board or the Association without the consent of the Board.

5.2 Standing Committees.

(a) Boat Committee. Boat Committee shall be responsible for procuring, maintaining and selling boats that are owned by the WLEPOA. This committee shall be responsible for obtaining bids for new boats and negotiating agreements with boat manufacturers.

(b) Grounds Committee. Grounds Committee shall oversee the upkeep of the grounds of the common property as well as any improvements.

ARTICLE 6: MISCELLANEOUS

6.1 Fiscal Year. The fiscal year of the Association shall be the calendar year unless the Board establishes a different fiscal year by resolution.

6.2 Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order Newly Revised (current edition) shall govern the conduct of Association proceedings when not in conflict with Georgia law, the Articles of Incorporation, the Declaration, or these Bylaws.

6.3 Conflicts. If there are conflicts between 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.

6.4 Books and Records.

(a) Inspection by Members and Mortgagee. 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 these records specified in O.C.G.A §14-3-1602, the Declaration, any amendments thereto, and the rules of the Association. The Board shall provide for such inspection to take place at the office of the Association, which may include the office of the Association's management agent, if any, or at such other place within the Community as the Board shall designate during normal business hours.

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

- (i) notice to be given to the custodian of the records;
- (ii) hours and days of the week when such an inspection may be made; and

(iii) payment of the cost of reproducing copies of 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 expense of the Association.

6.5 Notices. Except as otherwise provided in the Declaration or these Bylaws, all notices, demands, bills, statements, and other communications under the Declaration or these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first class postage prepaid:

(a) if to a Member, at the 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 of such Member; or

(b) if to the Association, the Board, or the managing agent, at the principal office of the Association or the managing agent or at such other address as shall be designated by notice in writing to the Members pursuant to this Section. If mailed, any notice shall be deemed to be delivered when deposited in the United States mail addressed with postage prepaid. To increase flexibility, any person, including the Association, may consent to or request in writing additional methods of receiving notice, including but not limited to, facsimile, electronic mail or email.

6.6 Amendment.

These Bylaws may be amended only by the affirmative vote or written consent, or any combination thereof, of Members holding at least two-thirds (2/3) of the total votes in the Association.

Any amendment to these Bylaws shall become effective upon recordation in the Gilmer County land records, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six (6) months of its recordation 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.

If a Member consents to any amendment to the Declaration or these Bylaws, it will be conclusively presumed that such Member has the authority to consent and no contrary provision in any Mortgage or contract between the Member and a third party will affect the validity of such amendment.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting secretary of Whitestone Lake Estates Property Owners Association, Inc., a Georgia nonprofit corporation;

That the foregoing Amended and Restated Bylaws for Whitestone Lake Estates Property Owners Association, Inc. constitute the Bylaws of the Association, as duly adopted by the Membership thereof held on the day of _____, 2018.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this day of _____, 2018.

Secretary

[SEAL]