

EXHIBIT "D"

BY-LAWS OF

OLDE ENGLAND LAKE HOMEOWNERS ASSOCIATION, INC.

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BY-LAWS

OF

OLDE ENGLAND LAKE HOMEOWNERS ASSOCIATION, INC.

Article I Name, Principal Office, Definitions

1.1. Name.

The name of the corporation is Olde England Lake Homeowners Association, Inc. ("Association").

1.2. Principal Office.

The principal office of the Association shall be located in Cobb County, Georgia or at such other office designated by the Board. The Association may have such other offices, either within or outside the State of Georgia, as the Board of Directors may determine or as the affairs of the Association may require.

1.3. Definitions.

The words used in these By-Laws shall be given their normal, commonly understood definitions, unless otherwise specified. In order to minimize repetition, some terms are capitalized to indicate that they have specific definitions as set forth in the Declaration of Covenants, Conditions and Restrictions for Olde England Lake ("Declaration"), filed by Olde England Development, LLC, a Georgia limited liability company, in the Public Records of Cobb County, Georgia, as such Declaration may be amended.

Article II Membership and Meetings

2.1. Membership.

The Association shall have two classes of membership, Class "A" and Class "B," as described in the Declaration, the terms of which pertaining to membership are incorporated by this reference.

2.2. Place of Meetings.

Meetings of the Association shall be held at the Association's principal office or at such other suitable place convenient to the Members as the Board may designate, either within the Community or as convenient as possible and practical.

2.3. Annual Meetings.

The first meeting of the Association membership, whether a regular or special meeting, shall be held within one year from the date of incorporation of the Association. Subsequent regular annual meetings shall be set by the Board so as to occur during the third quarter of the Association's fiscal year on a date and at a time set by the Board.

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 or upon a petition signed by Members representing at least 25% of the total Class "A" votes in the Association.

2.5. Notice of Meetings.

Written or printed notice stating the place, day, and hour of any meeting of the Members shall be delivered, either personally or by mail, to each Member entitled to vote at such meeting, not less than 10 nor more than 50 days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting.

In the case of a special meeting or when otherwise required by statute or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when hand delivered or deposited in the United States mail addressed to the Member at the address of the Member's Unit or such other address as the Member may have designated in writing to the Association, with postage prepaid.

2.6. Waiver of Notice.

Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Attendance at a meeting by a Member shall be deemed 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 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, a majority of the Members who are present at such meeting may adjourn the meeting to a time not less than 5 nor more than 30 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 fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

The Members present at a duly called or held meeting at which a quorum is initially present may continue to do business until adjournment, notwithstanding the withdrawal of some 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.

2.8. Voting.

The voting rights of the Members shall be as set forth in the Declaration and in these By-Laws, and such voting rights provisions are specifically incorporated by this reference.

2.9. Proxies.

Members may vote in person or by proxy, subject to the limitations of Georgia law relating to use of proxies and subject to any specific provision to the contrary in the Declaration or these By-Laws. Every proxy shall be in writing and shall identify the Unit for which it is given. Proxies shall be signed by the Member or the Member's attorney-in-fact, dated, and filed with the Secretary of the Association prior to the meeting for which it is to be effective.

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. In the event of any conflict between two 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.

Every proxy shall be revocable and shall automatically cease upon conveyance of any Unit for which it was given, upon receipt by the Secretary of written notice of revocation of the proxy or of the death or judicially declared incompetence of a Member who is a natural person, or one year from the date of the proxy, unless a shorter period is specified in the proxy.

2.10. Majority.

As used in these By-Laws, the term "majority" shall mean those votes, Owners, or other group as the context may indicate totaling more than 50% of the total eligible number.

2.11. Quorum.

Except as otherwise provided in these By-Laws or in the Declaration, the presence of persons entitled to cast at least 25% of the total Class "A" votes in the Association shall be required to transact business at any meeting of the membership.

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 Meeting.

Any action required or permitted by law to be taken at a meeting of the Members may be taken without a meeting, without prior notice, and without a vote, if written consent specifically authorizing the proposed action is signed by all Members entitled to vote thereon. Such consent shall be filed with the minutes of the Association, and shall have the same force and effect as a vote of the Members at a meeting. Within 10 days after receiving authorization for any action by written consent, the Secretary shall give written notice to all Members entitled to vote who did not give their written consent, fairly summarizing the material features of the authorized action.

Article III Board of Directors

A. Composition and Selection.

3.1. Governing Body; Composition.

The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one equal vote. Except with respect to directors appointed by the Class "B" Member, the directors shall be Members or residents; provided, however, no Owner and resident representing the same Unit may serve on the Board at the same time. A "resident" shall be any natural person 18 years of age or older whose principal residence is a Unit within the Community. In the case of a Member which is not a natural person, any officer, director, partner, employee, or trust officer of such Member shall be eligible to serve as director unless otherwise specified by written notice to the Association signed by such Member; provided, no Member may have more than one such representative on the Board at a time, except in the case of directors appointed by the Class "B" Member.

3.2. Number of Directors.

The Board shall consist of three to five directors, as provided in Sections 3.3 and 3.5 below. The initial Board shall consist of three directors as identified in the Articles of Incorporation.

3.3. Directors During Developer Control Period.

Subject to the provisions of Section 3.5, the Declarant, as the Class "B" Member, shall be entitled to appoint, remove, and replace the directors in its sole discretion during the Developer Control Period. Unless earlier terminated by the Declarant in its discretion, the Developer Control Period shall terminate upon the first to occur of the following:

(a) 60 days after the date as of which 75% of the Units proposed to be constructed on the property described on Exhibit "A" and "B" of the Declaration have (i) been conveyed by Declarant and (ii) have been improved with dwellings for which a certificate of occupancy has been issued; or

(b) December 31, 2012.

3.4. Nomination and Election Procedures.

(a) Nominations and Declarations of Candidacy. Prior to each election of directors, the Board shall announce the opening date and the closing date of a reasonable period in which any eligible person who has an interest in serving as a director may file as a candidate for any position for which he or she may be eligible. The Board shall also establish such other rules and regulations as it deems appropriate to conduct the nomination of directors in a fair, efficient, and cost-effective manner.

Except with respect to directors selected by the Class "B" Member, nominations for election to the Board may also be made by a Nominating Committee. The Board shall appoint the members of the Nominating Committee, if one is to be appointed, not less than 30 days prior to the election, and such appointment shall be announced in the notice of each election.

Each candidate shall be given a reasonable, uniform opportunity to communicate his or her qualifications to the Members and to solicit votes.

(b) Election Procedures. Each Member may cast all votes assigned to its Unit for each position on the Board of Directors to be filled by such election. There shall be no cumulative voting. That number of candidates equal to the number of positions to be filled receiving the greatest number of votes shall be elected. Directors may be elected to serve any number of consecutive terms.

3.5. Election and Term of Office.

Not later than the first annual meeting after the termination of the Developer Control Period, the Board shall be increased to five directors and an election shall be held. Three directors shall be elected by the Class "A" Members, and the remaining two directors being elected for a term of one year. Thereafter, all directors shall be elected for a two year term. Directors elected by the Class "A" Members shall hold office until their respective successors have been elected.

3.6. Removal of Directors and Vacancies.

Any director elected by the Class "A" Members may be removed, with or without cause, by a two-thirds vote of the Class "A" Members present and entitled to vote at any meeting at which a quorum is present. 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 entitled to elect the director so removed to fill the vacancy for the remainder of the term of such director.

Any director elected by the Class "A" Members who has three consecutive unexcused absences from Board meetings, or who is more than 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.

In the event of the death, disability, or resignation of a director, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Members entitled to fill such directorship may elect a successor for the remainder of the term.

This Section 3.6 shall not apply to directors appointed by the Class "B" Member nor to any director serving as a representative of the Declarant. The Class "B" Member or 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 Class "B" Member or the Declarant.

B. Meetings.

3.7. Organizational Meetings.

The first meeting of the Board following each annual meeting of the membership shall be held within 10 days thereafter at such time and place the Board shall fix.

3.8. 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 four such meetings shall be held during each fiscal year with at least one per quarter.

Notice of the time and place of a regular meeting shall be communicated to directors not less than four days prior to the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting.

3.9. Special Meetings.

Special meetings of the Board shall be held when called by written notice signed by the President or by any two directors.

3.10. Notices; Waiver of Notice.

(a) Notices of meetings of the Board 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, fiberoptics or other electronic communication device, with confirmation of transmission.

All such notices shall be given at the director's telephone number, fax number, electronic mail address, or sent to the director's address as shown on the records of the Association. Notices of special meetings of the Board shall also be posted in a prominent place within the Community. Notices sent by first class mail shall be deposited into a United States mailbox at least five 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 72 hours before the time set for the meeting.

(b) 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 (i) a quorum is present, and (ii) 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. Telephonic 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 conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this subsection shall constitute presence in person at such meeting.

3.12. Quorum of Board of Directors.

At all Board meetings, the presence of a majority of the directors shall be necessary to establish 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 By-Laws 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 five nor more than 30 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. Compensation.

Directors shall not receive any compensation from the Association for acting as such. Any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors. The Association may compensate 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.

3.14. 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.

3.15. Open Meetings.

Subject to the provisions of Section 3.16, 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 their behalf by a director. In such case, the President may limit the time any such individual may speak. Notwithstanding the above, the President may adjourn any meeting of the Board and reconvene in executive session, and may exclude persons other than directors, to discuss matters of a sensitive nature, such as pending or threatened litigation, personnel matters, etc.

3.16. 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.

3.17. Powers.

The Board of Directors 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, without a vote of the membership, all acts and things except those as to which the Governing Documents or Georgia law require a vote of the membership.

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;

(c) providing for the operation, care, upkeep, and maintenance of the Area of Common Responsibility;

(d) designating, hiring, and dismissing the personnel necessary to exercise the authority and carry out the 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;

(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 directors' best business judgment, in depositories other than banks;

(f) making and amending Use Restrictions and Rules in accordance with the Declaration;

(g) opening of bank accounts on behalf of the Association and designating the persons authorized to sign on such accounts;

(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 By-Laws;

(i) enforcing by legal means the provisions of the Governing Documents;

(j) bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association, subject to the provisions of Article XIII of the Declaration;

(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 receipts and expenditures of the Association;

(m) making available to any prospective purchaser of a Unit, any Owner, and the holders, insurers, and guarantors of any Mortgage on any Unit, current copies of the Governing Documents and the books, records, and financial statements of the Association;

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

(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 of Incorporation, or the Declaration; and

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

3.19. Right of Declarant to Disapprove Actions.

So long as the Class "B" membership exists, the Class "B" Member shall have a right to disapprove any action, policy, or program of the Association, the Board, and any committee which, in the sole judgment of the Class "B" Member, would tend to impair rights of the Declarant or Builders under the Declaration or these By-Laws, or interfere with development or construction of any portion of the Community, or diminish the level of services being provided by the Association.

(a) The Class "B" Member shall be given written notice of all meetings and proposed actions approved at meetings (or by written consent in lieu of a meeting) of the Association, the Board, or any committee. Such notice shall be given by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Secretary of the Association, which notice complies as to the Board meetings with Section 3.10 and which notice shall, except in the case of the regular meetings held pursuant to the By-Laws, set forth with reasonable particularity the agenda to be followed at such meeting; and

(b) The Class "B" Member shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program which would be subject to the right of disapproval set forth herein.

No action, policy, or program subject to the right of disapproval set forth herein shall become effective or be implemented until and unless the requirements of subsections (a) and (b) above have been met.

The Class "B" Member, its representatives or agents shall make its concerns, thoughts, and suggestions known to the Board and/or the members of the subject committee. The Class "B" Member, acting through any officer or director, agent or authorized representative, may exercise its right to disapprove at any time within 10 days following the meeting at which such action was proposed or, in the case of any action taken by written consent in lieu of a meeting at any time within 10 days following receipt of written notice of the proposed action. This right to disapprove may be used to block proposed actions but shall not include a right to require any action or counteraction on behalf of any committee, or the Board or the Association. The Class "B" Member shall not use its right to disapprove to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

3.20. Management.

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 for the manager to assist the Board in performing its 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 of Directors may delegate to one 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.

3.21. 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 thing 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 of Directors;

(f) an annual report consisting of at least the following shall be made available to all Members within 120 days after the close of the fiscal year: (1) a balance sheet; (2) an operating (income) statement; and (3) 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 public accountant; provided, upon written request of any holder, guarantor, or insurer of any first Mortgage on a Unit, the Association shall provide an audited financial statement.

3.22. Borrowing.

The Association shall have the power to borrow money for any legal purpose; provided, the Board shall obtain approval of Members entitled to cast at least a majority of the votes cast at a duly called and held meeting of the Members at which a quorum is represented, 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 12-month period, exceeds or would exceed 25% of the budgeted gross expenses of the Association for that fiscal year. During the Developer Control Period, no Mortgage lien shall be placed on any portion of the Common Area without the affirmative vote or written consent, or any combination thereof, of Members representing at least 67% of the total Class "A" votes in the Association and the approval of the U.S. Department of Housing and Urban Development or the U.S. Department of Veterans Affairs, if either such agency is insuring or guaranteeing the mortgage on any Unit.

3.23. 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; provided, any common management agreement shall require the consent of a majority of the total number of directors of the Association.

3.24. Board Standards.

While conducting the Association's business affairs, the Board shall be protected by the business judgment rule. The business judgment rule protects a director appointed by Declarant from personal liability so long as the director: (a) serves in a manner the director believes to be in the best interests of the Association and the Members; or (b) serves in good faith. The business judgment rule protects a director not appointed by Declarant from liability for actions taken or omissions made in the performance of such director's duties, except for liability for wanton and willful acts or omissions.

In fulfilling its governance responsibilities, the Board's actions shall be governed and tested by the rule of reasonableness. The Board shall exercise its power in a fair and nondiscriminatory manner and shall adhere to the procedures established in the Governing Documents.

The burden of proof in any challenge to an action or inaction by a director shall be on the party asserting liability.

The operational standards of the Board and any committee the Board appoints shall be the requirements set forth in the Governing Documents or the minimum standards which Declarant, the Board, and the Architectural Review Committee may establish. Such standard shall, in all cases, meet or exceed the standards set by Declarant and the Board during the Declarant Control Period. Operational standards may evolve as the needs and demands of the Community change.

Article IV Officers

4.1. Officers.

The officers of the Association shall be a President, Vice President, Secretary, and Treasurer. The President and Secretary 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 or more Assistant Secretaries and one 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 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 first meeting of the Board following each annual meeting of the Members, to serve until their successors are elected.

4.3. Removal and Vacancies.

The Board may remove any officer whenever in its judgment the best interests of the Association will be served, 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 all or part of the preparation and notification duties to a finance committee, management agent, or both.

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. Agreements, Contracts, Deeds, Leases, Checks, Etc.

All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two officers 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 3.13.

Article V Committees

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.

Article VI 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 (current edition) shall govern the conduct of Association proceedings when not in conflict with Georgia law, the Articles of Incorporation, the Declaration, or these By-Laws.

6.3. Conflicts.

If there are conflicts between the provisions of Georgia law, the Articles of Incorporation, the Declaration, and these By-Laws, the provisions of Georgia law, the Declaration, the Articles of Incorporation, and the By-Laws (in that order) shall prevail.

6.4. Books and Records.

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

(b) Rules for Inspection. The Board shall 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 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 By-Laws, all notices, demands, bills, statements, or other communications under the Declaration or these By-Laws 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 Unit of such Member; or

(b) if to the Association, a committee, 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.

6.6. Amendment.

(a) By Class "B" Member. Until conveyance of the first Unit to a Person other than a Builder, the Declarant may amend these By-Laws, subject to the approval requirements set forth in Article XV of the Declaration, if applicable. Thereafter, until the end of the Developer Control Period, Declarant, subject to the approval requirements described in Article XII of the Declaration, if applicable, may amend these By-Laws if such amendment is necessary to: bring any provision into compliance with any applicable governmental statute, rule or regulation, or judicial determination; (ii) enable any reputable title insurance company to issue title insurance coverage on the Units; or (iii) enable any institutional or governmental entity to make, purchase, insure, or guarantee mortgage loans on the Units, or (iv) does not materially adversely affect the rights of any Member without that Member's consent.

(b) By Members Generally. Except as provided above, these By-Laws may be amended only by the affirmative vote or written consent, or any combination thereof, of persons entitled to cast 51% of the total Class "A" votes in the Association, and the consent of the Class "B" Member, if such exists. In addition, the approval requirements set forth in Article XII of the Declaration shall be met, if applicable.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

No amendment may remove, revoke, or modify any right or privilege of the Declarant or the Class "B" Member without the written consent of the Declarant, the Class "B" Member, respectively (or the assignee of such right or privilege).

The U.S. Department of Veterans Affairs (if it is then guaranteeing Mortgages in the Community or has issued a project approval for the guaranteeing of such mortgages) and/or the U.S. Department of Housing and Urban Development (if it is then insuring any Mortgage in the Community or has issued a project approval for the insuring of such mortgages) shall have the right to veto amendments to these By-Laws for as long as the Declarant has the right to appoint and remove the directors and officers of the Association.

(c) Validity and Effective Date of Amendments. Amendments to these By-Laws shall become effective upon recording in the Public Records, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within three 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 By-Laws.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of Olde England Lake Homeowners Association, Inc., a Georgia corporation;

That the foregoing By-Laws constitute the original By-Laws of such Association, as duly adopted at a meeting of the Board of Directors thereof held on the ____ day of _____, 20__.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this ____ day of _____, 20__.

_____[SEAL]
Secretary

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby submits the property described on Exhibit "A" hereto to the Declaration and to the jurisdiction of Olde England Lake Homeowners Association, Inc. Such property shall be held, sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration, which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns.

IN WITNESS WHEREOF, Declarant hereby executes this instrument by and through its duly authorized officers, this 11th day of May, 2004.

DECLARANT: OLDE ENGLAND LAKE DEVELOPMENT, LLC, a Georgia limited liability company

By: [Signature]

Its: VICE PRESIDENT

Attest: [Signature]

Its: Treasurer

Signed, sealed, and delivered this 11th day of May, 2004, in the presence of:

[Signature]
WITNESS

[Signature]
NOTARY PUBLIC

My Commission Expires **MARCH 4, 2008**

My Commission Expires: _____

[NOTARY SEAL]

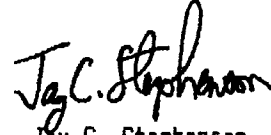


EXHIBIT "A"

Legal Description

ALL OF THOSE LOTS, TRACTS OR PARCELS OF LAND lying and being in Land Lots 197 and/or 222 of the 20th District, 3rd Section, of Cobb County, Georgia, collectively containing 26.01 acres, more or less, which are shown and described on that certain Final Plat for Olde England Lake – Phase Two, prepared by Walden & Ashworth & Associates, Inc., under the professional seal of Michael J. Savage, R.L.S. No. 2737, dated April 30, 2004, and recorded in the office of the Clerk of Superior Court of Cobb County, Georgia, in Plat Book 222, Page 77, *et seq.*

Such Final Plat has the metes and bounds set forth therein.



Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.

Upon recording please return to:
David A. Herrigel, Esquire
Hyatt & Stubblefield, P.C.
225 Peachtree Street, N.E., Suite 1200
Atlanta, Georgia 30303

CROSS REFERENCE

Deed Book: 13846
Page: 1862

LIMITED WARRANTY DEED

THIS LIMITED WARRANTY DEED ("Deed") is made and entered into this 18th day of June, 2004, by and between OLDE ENGLAND LAKE DEVELOPMENT, LLC, a Georgia limited liability company ("Grantor"), and OLDE ENGLAND LAKE HOMEOWNERS ASSOCIATION, INC., a Georgia nonprofit corporation ("Grantee").

WITNESSETH

That for and in consideration of the sum of Ten (\$10.00) Dollars and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, Grantor does hereby grant, bargain, sell, convey, assign, transfer, and set over unto Grantee and the successors and assigns of Grantee all of the following described land and interests in land, estates, easements, rights, improvements, property, fixtures, equipment, furniture, furnishings, appliances, and appurtenances.

All that tract or parcel of land located in Land Lots 197 and 222 of the 20th District of Cobb County, Georgia, being more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof ("Property"); and all structures, and other improvements now and hereafter located on the Property; and all easements, rights-of-way, strips and gores of land, vaults, streets, ways, passages, sewer rights, water, water courses, water rights and powers, minerals, trees, timber, and other emblements now or hereafter located on the Property or under or above the same or any part or parcel thereof, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances, reversion and reversions, remainder and remainders, whatsoever, in any way belonging, relating, or appertaining to the Property subject

to those matters set forth on Exhibit "B," attached hereto and by this reference incorporated herein ("Permitted Title Exceptions").

TO HAVE AND TO HOLD the Property and all parts, rights, members, and appurtenances thereof, to the use, benefit, and behoof of Grantee and the successors and assigns of Grantee, IN FEE SIMPLE, forever. Subject to the Permitted Title Exceptions, Grantor does warrant and will forever defend the title to the Property against the claims of all persons whomsoever claiming by, through, or under Grantor.

IN WITNESS WHEREOF, Grantor has caused this Deed to be signed, sealed, and delivered the date first above written.

GRANTOR: OLDE ENGLAND LAKE DEVELOPMENT, LLC, a Georgia limited liability company

By: [Signature]
Its: mgr
Attest: [Signature]
Its: mgr

[CORPORATE SEAL]

Signed, sealed, and delivered this 18 day of June, 2008, in the presence of:

[Signature]
Witness

[Signature]
Notary Public

My Commission Expires: My Commission Expires MA

[NOTARY SEAL]

My Commission Expires March 4, 2008



EXHIBIT "A"

Legal Description

THOSE CERTAIN TRACTS OR PARCELS OF LAND lying and being in Land Lots 197 and 222 of the 20th District of Cobb County, Georgia, described as "Lake," "Amenity (1.25 acres)," and "Open Space," respectively, on the Final Plat of Olde England Lake Subdivision Unit I, prepared by Southern Survey and Planning, Inc., under the professional seal of Michael J. Savage, R.L.S. No. 2737, dated September 9, 2003, and recorded September 16, 2003, in the office of the Clerk of Superior Court of Cobb County, Georgia, in Plat Book 216 at Page 85.

Such final plat has the metes and bounds description of the above tracts or parcels set forth therein.

TOGETHER WITH:

THOSE THREE TRACTS OR PARCELS OF LAND lying and being in Land Lot 197 of the 20th District of Cobb County, Georgia, which are described as "Open Space," on the Final Plat of Olde England Lake Subdivision Unit II, prepared by Southern Survey and Planning, Inc., under the professional seal of Michael J. Savage, R.L.S. No. 2737, recorded April 30, 2004, in the office of the Clerk of Superior Court of Cobb County, Georgia, in Plat Book 222 at Page 77.

Such final plat has the metes and bounds description of the above tracts or parcels set forth therein.

EXHIBIT "B"

Permitted Title Exceptions

This conveyance is made subject to the following:

1. All unpaid taxes and assessments for the year 2004 and subsequent years.
2. All easements, reservations, restrictions, covenants, easements, zoning ordinances, matters of survey and conditions of record in the Cobb County, Georgia land records, affecting the Property.
3. Declaration of Covenants, Conditions, and Restrictions for Olde England Lake recorded September 15, 2003, in Deed Book 13846, Page 1862, *et seq.*, in the office of the Clerk of Superior Court of Cobb County, Georgia, as amended.
4. All restrictions and general notes contained on that certain Final Plat of Olde England Lake Subdivision Unit I, recorded September 16, 2003, in Plat Book 216, Page 85, in the office of the Clerk of Superior Court of Cobb County, Georgia.
5. All restrictions and general notes contained on that certain Final Plat of Olde England Lake Subdivision Unit II, recorded April 30, 2004, in Plat Book 222, Page 77, in the office of the Clerk of Superior Court of Cobb County, Georgia.
6. Rights of upper and lower riparian owners in and to the waters of branches crossing or adjoining the real property herein described, and the natural flow thereof, free from diminution or pollution.

Deed Book 13938 Pg 158
Filed and Recorded Mar-04-2004 10:33am
2004-0040087

Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.

1600
wait

Prepared by and return to:
David A. Herrigel, Esquire
Hyatt & Stubblefield, P.C.
225 Peachtree Street, N. E., Suite 1200
Atlanta, Georgia 30303

NOTE TO CLERK: PLEASE CROSS REFERENCE THIS AFFIDAVIT TO THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR OLDE ENGLAND LAKE RECORDED IN DEED BOOK 13846, PAGE 1862, et seq., COBB COUNTY, GEORGIA LAND RECORDS.

SCRIVENER'S AFFIDAVIT

STATE OF GEORGIA

COUNTY OF COBB

Personally appeared before the undersigned officer authorized by law to administer oaths in the aforesaid State and County, the undersigned Deponent, who states on oath as follows:

1.

Deponent is an attorney at law, licensed to practice in the State of Georgia. Deponent was responsible for the preparation of the Declaration of Covenants, Conditions, and Restrictions for Olde England Lake, recorded in Deed Book 13846, Page 1862, et seq., Cobb County, Georgia Land Records ("Declaration").

2.

The legal descriptions attached as Exhibits "A" and "B" to the Declaration omitted specific information relating to the property intended to be described.

3.

The legal description of the real property subjected to the Declaration set forth on Exhibit "A," and the legal description of the real property subject to annexation to the Declaration set forth on Exhibit "B," respectively, attached hereto and incorporated herein by this reference, are

accurate descriptions of the real property which were intended to be attached as Exhibits "A" and "B" to the Declaration as it was originally recorded, and shall replace Exhibits "A" and "B" to the Declaration as of the date of its recording.

4.

The purpose of this Affidavit is to provide complete and accurate legal descriptions of the real property initially subject to the Declaration and the real property subject to annexation to the Declaration in the future. This Affidavit may be relied upon by future purchasers, lenders, attorneys, and title insurance companies.

IN WITNESS WHEREOF, Deponent has hereunto set his hand and seal, this the 2nd day of March, 2004.

DEPONENT:

David A. Herrigel, Attorney at Law

State Bar of Georgia # 349262

Sworn to and subscribed before me
This 2nd day of March,
2004.

Notary Public

My commission Expires: 11-20-04

(NOTARY SEAL)

515408/CA Docs

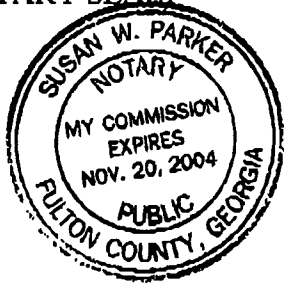


EXHIBIT "A"**Corrected Legal Description for Exhibit "A" of the
Declaration of Covenants, Conditions, and Restrictions for Olde England Lake**

ALL THOSE LOTS, TRACTS OR PARCELS OF LAND lying and being in Land Lots 197 and 222 of the 20th District of Cobb County, Georgia, containing approximately 20.94 acres and shown and described on that certain Final Plat of Olde England Lake Subdivision Unit 1, prepared by Southern Survey and Planning, Inc., under the professional seal of Michael J. Savage, R.L.S. No. 2737, dated September 9, 2003, and recorded September 16, 2003, in the office of the Clerk of Superior Court of Cobb County, Georgia, in Plat Book 216 at Page 85.

Such final plat has the metes and bounds set forth therein

Deed Book 13938 Pg 161
Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.

EXHIBIT "B"

**Corrected Legal Description for Exhibit "B" of the
Declaration of Covenants, Conditions, and Restrictions for Olde England Lake**

Any and all real property lying and being in Land Lots 197 and/or 222 of the 20th District of Cobb County, Georgia, which is adjacent to the property described on Exhibit "A."

Deed Book 13938 Pg 1368

WHEREAS, a description of the real property intended to be submitted to the Declaration was unintentionally omitted from Exhibit "A" to the Declaration; and

WHEREAS, a description of the real property which Declarant reserves the right to submit to the terms of the Declaration in the future was unintentionally omitted from Exhibit "B" to the Declaration; and

WHEREAS, the property intended to be submitted to the Declaration is shown and described on the Final Plat of Olde England Lake Unit 1, recorded September 16, 2003, in the Office of the Clerk of Superior Court of Cobb County, Georgia, in Plat Book 216, Page 85 ("Final Plat"), which Final Plat specifically references that the property described thereon is subject to the Declaration; and

WHEREAS, the Final Plat was recorded prior to the conveyance by Declarant of any property described thereon; and

WHEREAS, Declarant desires to correct the omission of Exhibits "A" and "B" to the Declaration to correctly reflect the property initially submitted to the Declaration and the property subject to annexation to the Declaration, respectively;

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, and in correction of unintentional omissions from the Declaration, as recorded, Declarant hereby corrects the Declaration by striking Exhibit "A" to the Declaration in its entirety and substituting therefor Exhibit "A" attached hereto and by striking Exhibit "B" attached to the Declaration in its entirety and substituting therefor Exhibit "B" attached hereto.

IN WITNESS WHEREOF, Declarant hereby executes this instrument by and through its duly authorized representatives, this 3rd day of March, 2004.

DECLARANT:

OLDE ENGLAND LAKE, LLC, a Georgia limited liability company

By: [Signature]
Its: VICE PRESIDENT

Attest: [Signature]
Its: SECRETARY

Signed, Sealed and delivered this 03 Day of MARCH, 2004, in the presence

of: [Signature]
WITNESS [Signature]

NOTARY PUBLIC [Signature]
My Commission Expires: Notary Public, Cobb County, Georgia
My Commission Expires July 19, 2007

[NOTARY SEAL]



Deed Book 13938 Pg 1369**EXHIBIT "A"****Legal Description**

ALL THOSE LOTS, TRACTS OR PARCELS OF LAND lying and being in Land Lots 197 and 222 of the 20th District of Cobb County, Georgia, containing approximately 20.94 acres and shown and described on that certain Final Plat of Olde England Lake Subdivision Unit 1, prepared by Southern Survey and Planning, Inc., under the professional seal of Michael J. Savage, R.L.S. No. 2737, dated September 9, 2003, and recorded September 16, 2003, in the office of the Clerk of Superior Court of Cobb County, Georgia, in Plat Book 216 at Page 85.

Such final plat has the metes and bounds set forth therein.

EXHIBIT "B"

Deed Book 13938 Pg 1370
Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.

Land Subject to Annexation

Any and all real property lying and being in Land Lots 197 and/or 222 of the 20th District of Cobb County, Georgia, which is adjacent to the property described on Exhibit "A."

S15408/CADocs

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby submits the property described on Exhibit "A" hereto to the Declaration and to the jurisdiction of Olde Endland Lake Homeowners Association, Inc. Such property shall be held, sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration, which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns.

IN WITNESS WHEREOF, Declarant hereby executes this instrument by and through its duly authorized officers, this 15 day of November, 2004.

DECLARANT: OLDE ENGLAND LAKE DEVELOPMENT, LLC, a Georgia limited liability company

By: [Signature]

Its: Secretary

Attest: [Signature]

Its: V.P.

Signed, sealed, and delivered this 15th day of November, 2004, in the presence of:

[Signature]
WITNESS

[Signature]
NOTARY PUBLIC

My Commission Expires: _____

[NOTARY SEAL]



EXHIBIT "A"

Legal Description

ALL OF THOSE LOTS, TRACTS OR PARCELS OF LAND lying and being in Land Lots 197 and/or 222 of the 20th District, 3rd Section, of Cobb County, Georgia, collectively containing 26.01 acres, more or less, which are shown and described on that certain Final Plat for Olde England Lake – Phase Two, prepared by Walden & Ashworth & Associates, Inc., under the professional seal of Michael J. Savage, R.L.S. No. 2737, dated November 3, 2004, and recorded in the office of the Clerk of Superior Court of Cobb County, Georgia, in Plat Book 229, Page 1, *et seq.*

Such Final Plat has the metes and bounds set forth therein.