

BY-LAWS
OF
WILDER FOREST CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

IDENTITY

The following By-Laws shall govern the operation of the Condominium created by the Declaration of Condominium to which these By-Laws are attached. These By-Laws are for Wilder Forest Condominium Association, Inc., a non-profit corporation formed for the purpose of administering Wilder Forest, A Condominium, which is located in Helen, White County, Georgia, upon the lands described in the Declaration of Condominium. The corporation shall hereafter be referred to as the Association.

Section 1. The office of the Association shall be at the Condominium property, or at such other place as may be subsequently designated by the Board of Directors of the Association.

Section 2. The Seal of the Corporation shall bear the name of the Corporation, "Wilder Forest Condominium Association, Inc.", and the word "Georgia".

Section 3. The fiscal year of the Association shall be the calendar year.

Section 4. As used herein, the word "Corporation" shall be the equivalent of "Association."

ARTICLE II

MEMBERSHIP AND VOTING PROVISIONS

Section 1. Membership: Membership in the Association shall be limited to owners of the condominium units in Wilder Forest, A Condominium. Transfer of unit ownership, either voluntary or by operation of law, shall terminate membership in the Association, and said membership is to become vested in the transferee. If unit ownership is vested in more than one person, then all of the persons so owning said unit shall be members eligible to hold office, attend meetings, etc., but as hereafter indicated, the vote of a unit shall be cast by the "voting member". If unit ownership is vested in a corporation, said corporation may designate an individual officer or employee of the corporation as its "voting member".

Section 2. Voting: The owner(s) of each unit shall be entitled to one (1) vote. If a condominium's unit owner owns more than one (1) unit, he/she shall be entitled to one (1) vote for each unit owned. The vote of a condominium unit shall not be divisible.

Section 3. Quorum: Unless otherwise provided in these by-laws, the presence in person or by proxy of one-third (1/3) of the unit owners' total votes shall constitute a quorum.

Section 4. Proxies: Votes may be cast in person or by proxy. All proxies shall be in writing and signed by the person entitled to vote (as set forth below in Section 5). Where a unit is owned jointly by a husband and wife, and if they have not designated one of them as the "voting member", a proxy must be signed by both husband and wife where a third person is designated.

Section 5. Designation of Voting Member: If a condominium unit is owned by one person, his/her right to vote shall be established by the recorded title to the unit. If a condominium unit is owned by more than one (1) person, the person entitled to cast the vote for the unit shall be designated in a Certificate, signed by all of the recorded owners of the unit, and shall be filed with the Secretary of the Association. If a condominium unit is owned by a corporation, the officer or employee thereof entitled to cast the vote of the unit for the corporation shall be designated in a Certificate for this purpose, signed by the President or Vice-President, attested to by the Secretary or the Assistant Secretary of that corporation, and filed with the Secretary of the Association. The person designated in such Certificate who is entitled to cast the vote for a unit shall be known as the "voting member". If such a Certificate is not on file with the Secretary of the Association for a unit owned by more than one person or by a corporation, the vote of the unit concerned shall not be considered in determining the requirement for a quorum, or for any purpose requiring the approval of a person entitled to cast the vote for the unit, except if said unit is owned by a husband and wife. Such Certificates shall be valid until revoked or until superseded by a subsequent Certificate, or until a change in the ownership of the unit is concerned. If a condominium unit is owned jointly by a husband and wife, the following three provisions are applicable thereto:

- (a) They may, but they shall not be required to, designate a voting member.
- (b) If they do not designate a voting member and if both are present at a meeting and are unable to concur in their decision upon and subject requiring a vote, they shall lose their right to vote on that subject at that meeting. The vote of a unit is not divisible.
- (c) Where they do not designate a voting member, and only one is present at a meeting, the person present may cast the unit vote, just as though he or she owned the unit individually, and without establishing the concurrence of the absent person.

ARTICLE III

MEETINGS OF THE MEMBERSHIP

Section 1. Place: All meetings of the Association membership shall be held at a local location, and at such other time as shall be designated by the Board of Directors of the Association and stated in the Notice of the meeting, and shall be open to all unit owners.

Section 2. Notices: It shall be the duty of the Secretary to correspond in a timely manner a Notice of each annual or special meeting, stating the time and place thereof, to each unit owner of record. All Notices shall be mailed to or delivered electronically at the address of the unit owner as it appears on the books of the Association. Notice of annual or regularly scheduled meetings shall be given unit owners forty-five (45) days prior to such meetings. Notice to each unit owner of each special meeting shall be fourteen (14) days, at the discretion of the Board, prior to such meeting. Notice to each unit owner of each special meeting shall state the purpose of such meeting.

Section 3. Annual Meeting: The annual meeting shall be held in preferably in mid-September of each year at a date, time, and place to be determined by the Board of Directors for the purpose of electing Directors and transacting any other business authorized to be transacted by the members, provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next secular day following. At the annual meeting, the members shall elect a Board of Directors by plurality vote (cumulative voting prohibited), and shall transact such other business as may be properly brought before the meeting.

Section 4. Special Meeting: Special meetings of the members for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President, and shall be called by the President or by the Secretary at the request, in writing, of a majority of the Board of

Directors, or at the request, in writing, of voting members representing twenty-five percent (25%) of the members' total votes, which request shall state the purpose or purposes of the proposed meeting. Business transacted at all special meetings shall be confined to the objects stated in the Notice thereof.

Section 5. Waiver and Consent: Whenever the vote of members at a meeting is required or permitted by any provision of these By-Laws to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with if not less than a majority of the members who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken. However, Notice of such action shall be given to all members unless all members approve such action.

Section 6. Adjourned Meeting: If any meeting of members cannot be organized because a quorum of voting members is not present, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present.

Section 7. Approval or Disapproval: Approval or disapproval of a unit owner upon any matter, whether or not the subject of an Association meeting, shall be by the voting members provided, however, that where a unit is owned jointly by a husband and wife, and they have not designated one of them as a "voting member", their joint approval or disapproval shall be required where they are both present, or in the event only one is present, the person present may cast the vote without establishing the concurrence of the absent person.

Section 8. The Management Firm: In the event a Management Firm has been retained, shall be entitled to Notice of all Association meetings, and shall be entitled to attend the meetings of the Association, and it may designate such person or persons, as it desires to attend such meetings on its behalf.

ARTICLE IV

DIRECTORS

Section 1. Number, Term, and Qualifications: The affairs of the Association shall be governed by a Board of Directors composed of not less than four (4) nor more than seven (7) persons, as is determined from time to time by the members. All Directors shall be members of the Association. All officers of a corporate unit owner shall be deemed to be members of the Association so as to qualify as a Director herein. The term of each Director's service shall extend until the next annual meeting of the members and thereafter until his/her successor is duly elected and qualified, or until he/she is removed in the manner provided in Section 3 below.

Section 2. First Board of Directors:

(a) The first Board of Directors of the Association who shall hold office and serve until their successors have been elected and qualified, shall consist of the following:

T. WALT DERDEN - JOSEPH A. VANDEGRFF, J. - M. WILKINS - CHARLES BLACK

(b) The organizational meeting of a newly elected Board of Directors of the Association shall be held within ten (10) days of their election, at such time and place as shall be fixed by the Directors at the meeting at which they were elected, and no further Notice of the organizational meeting shall be necessary, provided a quorum shall be present.

Section 3. Removal of Directors: At any time after end of control by Declarant, any one or more of the Directors may be removed, with or without cause, by the affirmative vote of the voting members casting not less than two-thirds (2/3) of the total votes present at said meeting, and a successor may then and there be elected to fill the vacancy thus created. Should the membership fail to elect said successor, the Board of Directors may fill the vacancy in the manner provided for in Section 4 herein below.

Section 4. Vacancies on Directorate: If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, shall choose a successor or successors, who shall hold office for the balance of the unexpired term in respect to which such vacancy occurred. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board of Directors.

Section 5. Disqualification and Resignation of Directors: Any Director may resign at any time by sending a written Notice of such resignation to the office of the Association, delivered to the Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary. Commencing with the Directors elected at such first annual meeting of the membership, the transfer of title of this unit by a Director shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors. No member shall continue to serve on the Board should he/she be more than thirty (30) days delinquent in the payment of an assessment and said delinquency shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors.

Section 6. Regular Meetings: The Board of Directors may establish a schedule of regular meetings to be held at such time and place as the Board of Directors may designate. Notice of such regular meetings shall nevertheless be given to each Director personally or by mail, telephone, or digitally/electronically means at least fourteen (14) days prior to the day named for such meeting. The Board may use electronic communication methods such as texts, emails, conference calls, etc., in lieu of requiring presence of Directors at called Board Meetings to determine courses of action in governing affairs.

Section 7. Special Meetings: Special meetings of the Board of Directors may be called by the President, and in his/her absence, by the Vice-President, or by a majority of the members of the Board of Directors, by giving fourteen (14) days Notice, in writing, to all of the members of the Board of Directors of the time and place of said meeting. All Notices of special meetings shall state the purpose of the meeting as well as the time and place of said meeting.

Section 8. Director's Waiver of Notice: Before or at any meeting of the Board of Directors, any Director may waive Notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at any meeting of the Board shall be a waiver or Notice by him/her of the time and place thereof. If all the Directors are present at any meeting of the Board, no Notice shall be required and any business may be transacted at such meeting.

Section 9. Quorum: At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at such meetings at which time a quorum is present, shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At each such adjourned meeting, any business which might have been transacted at the meeting, as originally called, may be transacted without further notice. The joinder of a Director in the action of a meeting by signing the concurring in the Minutes thereof, shall constitute the presence of such Director for the purpose of deciding a quorum.

Section 10. Compensation: The Directors' fees, if any, shall be determined by the voting members.

Section 11. Declarant's Selection of Directors: Subject to the provisions of Section 33 of the Georgia Condominium Act, the Declarant shall have the right to designate the Directors who need not be owners of units in the condominium, and said Directors may not be removed by members of the Association, as elsewhere provided herein and where a vacancy occurs for any reason whatsoever, the vacancy shall be filled by the person designated by Declarant.

Section 12. The Management Firm: If the Association deems it to be beneficial, a Management Firm may be hired through a Management Agreement. The Management Firm, as long as any Management Agreement remains in effect, shall be entitled to Notice of all Directors' meetings and shall be entitled to attend the Directors' meetings and it may designate such person or persons as it desires to attend such meetings on its behalf.

Section 13. Powers and Duties: The Board of Directors of the Association shall have the powers and the duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by the Declaration of Condominium, this Association's Articles of Incorporation, or these By-Laws, directed to be exercised and done by unit owners. These powers shall specifically include, but shall not be limited to, the following:

- (a) To exercise all powers specifically set forth in the Declaration of Condominium, this Association's Articles of Incorporation, in these By-Laws, and in the Condominium Act, and all powers incidental thereto other than those to be specifically exercised by unit owners.
- (b) To make assessments, collect said assessments, and use and expend the assessments to carry out the purposes and powers of the Association.
- (c) To employ, dismiss and control the personnel necessary for the maintenance and operation of the project, and of the common areas and facilities, including the right and power to employ attorneys, accountants, contractors, and other professionals as the need arises.
- (d) To make and amend regulations respecting the operation and use of the common elements and condominium property, and the use and maintenance of the condominium units therein.
- (e) To contract for the management of the Condominium. To contract for the management or operation of portions of the common elements susceptible to the separate management or operation thereof, and to lease or concession such portions.
- (f) To further improvement of the condominium property, both real and personal, and to purchase realty and items of furniture, furnishings, fixtures, and equipment for the foregoing, and to acquire and enter into agreement pursuant to Section 38 of the Georgia Condominium Act, as amended.
- (g) To delegate power to Association members to carry out some designated task or plan of the Board of Directors for the benefit of the Association. The member or member shall report to the Board of Directors.
- (h) Designate one or more committees which, to the extent provided in the resolution designating such committee(s), shall have the powers of the Board of Directors in the management and affairs and business of the Association. Such committee(s) shall consist of at least three (3) members of the Association. The committee(s) shall have such name or names as may be determined from time to time by the Board of Directors, and said committee(s) shall keep regular Minutes of their proceedings and report the same to the Board of Directors, as required. The foregoing powers shall be exercised by the Board of Directors or its contractors or

employees, subject only to approval by unit owners when such is specifically required.

ARTICLE V

OFFICERS

Section 1. Elective Officers: The principal officers of the Association shall be a President, a Vice-President, a Secretary, and a Treasurer, all of whom shall be elected by the Board of Directors. One person may not hold more than one of the aforementioned offices. The President and Vice-President shall be members of the Board of Directors. The restriction as to one person holding only one of the aforementioned offices or the President and Vice-President being members of the Board of Directors shall not apply while the Association is under control of the Declarant, the control being the right of the Declarant to select a majority of the board of Directors in accordance with Section 33 of the Georgia Condominium Act.

Section 2. Election: The officers of the Association designated in Section 1 above shall be elected annually by the Board of Directors at the Annual organizational meeting of each new Board following, and within ten (10) days, the annual meeting of the members.

Section 3. Appointive Officers: The Board may appoint Assistant Secretaries and Assistant Treasurers, and such other officers as the Board of Directors deems necessary.

Section 4. Term: The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time, with or without cause, by the Board of Directors, provided, however, that no officer shall be removed except by the affirmative vote for removal by a majority of the whole Board of Directors (for example, if the Board of Directors is composed of seven (7) persons, then four (4) of said Directors must vote for removal). If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

Section 5. The President: Shall be the chief executive officer of the Association; Shall preside at all meetings of the unit owners and of the Board of Directors. Shall have executive powers and general supervision over the affairs of the Association and other officers. Shall sign documents and written contracts and perform all the duties incidental to his/her office and which may be delegated to him/her from time to time by the Board of Directors.

Section 6. The Vice-President: Shall perform all of the duties of the President in the absence of the President, and such other duties as may be required of him/her from time to time by the Board of Directors of the Association.

Section 7. The Secretary: Shall issue Notices of all Board of Directors' meetings and all meetings of the unit owners; Shall attend and keep the Minutes of same; Shall have charge of all the Association's books, records and papers, except those kept by the Treasurer.

The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

Section 8. The Treasurer: Shall have custody of the funds and securities of the Association, except the funds payable to any Management Firm, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name of and to the credit of the Association, in such depositories as may be designated from time to time by the Board of Directors. The books shall reflect an account for each unit. Shall disburse the funds of the Association as may be ordered by the Board of Directors in accordance with these By-Laws, making proper vouchers for such disbursements, and shall render to the President and Board of Directors at the regular meetings of the Board of

Directors, or whenever they may require it, an account of all of his/her transactions as the Treasurer and of the financial condition of the Association. Shall collect the assessments and maintenance fees and shall promptly report the status of collections and of all delinquencies to the Board of Directors.

The Assistant Treasurer shall perform the duties of the Treasurer when the Treasurer is absent.

The duties of the Treasurer may be fulfilled by a Management Firm employed by the Association, and said Management Firm shall fulfill the duties of the Treasurer, and shall have custody of such books of the Association as it determines in its sole discretion and the foregoing shall include any books required to be kept by the Secretary of the Association.

Section 9. Attestation: All contracts, documents, deeds, agreements, and Declaration Documents executed by the President in his/her official capacity shall be attested by one other corporate officer.

ARTICLE VI

FINANCES, ASSESSMENTS AND MAINTENANCE FEES

Section 1. Depositories: The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board of Directors from time to time upon resolutions approved by the Board of Directors, and shall be withdrawn only upon checks and demands for money signed by such officer or officers of the Association as may be designated by the Board of Directors. Obligations of the Association shall be signed by at least two (2) officers of the Association; provided, however, that the provisions of any Management Agreement between the Association and a Management Firm relative to the subject matter in this Section shall supersede the provisions hereof.

Section 2. Fidelity Bonds: The Treasurer and all officers who are authorized to sign checks, and all officers and employees of the Association, and any contractor handling or responsible for Association funds shall be bonded in such amount as may be determined by the Board of Directors. The premiums on such Bonds shall be paid by the Association. The Bond shall be in an amount sufficient to equal the monies an individual handles or over which he/she has control.

Section 3. Fiscal Year: The fiscal year for the Association shall begin on the first day of January of each year provided, however, that the Board of Directors is expressly authorized to change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America, at such time as the Board of Directors deems it advisable.

Section 4. Determination of Assessments:

(a) The Board of Directors shall fix and determine from time to time the sum or sums necessary and adequate for the common expenses of the condominium. Common expenses shall include expenses for the operation, maintenance, repair or replacement of the Common Elements and the Limited Common Elements, costs of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance and extended coverage, and any other expenses designated as common expenses from time to time by the Board of Directors is specifically empowered, on behalf of the Association to make and collect assessments, to maintain, repair and replace the Common Elements and Limited Common Elements of the condominium. Funds for the payment of common expenses shall be assessed against the unit provided for in the Declaration. Regular assessments shall be due and payable monthly, quarterly, semi-annually or annually, as preferred by the Owner, on the first day of each month. Special assessments, should such be deemed necessary by the Board of Directors, shall be levied in the same manner as hereinabove provided

for regular assessments, and shall be payable in the manner determined by the Board of Directors. All funds due under these By-Laws are common expenses of the condominium.

(b) When the Board of Directors has determined the amount of any assessment, the Treasurer of the Association shall mail or remit electronically to each unit owner a statement of said unit owner's assessment. All assessments shall be payable to the Wilder Forest Condominium Association and, upon request, said Treasurer shall give a receipt for each payment made to him/her.

Section 5. Determination of Maintenance Fee:

(a) The Board of Directors of the Association shall fix and determine, from time to time, the budget and all sums necessary and adequate for the maintenance fees on condominium units. The maintenance fees shall include items specified in the Declaration of Condominium.

(b) When the Board of Directors has determined the amount of any maintenance fee, the Treasurer of the Association shall mail or remit electronically to each unit owner a statement of said maintenance fee. All maintenance fees shall be payable to Wilder Forest Condominium Association, Inc., and the Treasurer of the Association shall give a receipt for each payment made to Owner by way of billing statement of account status.

Section 6. Application of Payments and Co-Mingling of Funds: All sums collected by the Association from assessments and maintenance fees may be co-mingled in a single fund or divided into more than one fund, as determined by the Board of Directors of the Association. All assessment payments and maintenance fees by a unit owner shall be applied as to interest, delinquencies, costs and attorney's fees, other charges, expenses and advances as provided herein and in the Declaration of Condominium and general or special assessments, in such manner and amounts as the Board of Directors determines in its sole discretion.

Section 7. Acceleration of Assessment Installments Upon Default: If a unit owner shall be in default in the payment of an installment upon any assessment, the Board of Directors may accelerate the remaining monthly installments for the fiscal year upon Notice thereof to the unit owner and, hereupon, the unpaid balance of the assessment shall become due upon the date stated in the Notice, but no less than fifteen (15) days after delivery of or the mailing of such Notice to the unit owner.

Section 8. Audits: An audit of the accounts of the Association shall be made at the discretion of Owners at the Annual Meeting. Said audit shall be prepared by such accountant as the Board of Directors determines, and a copy of said report shall be available to the members of the Association via written and/or electronic correspondence by the Treasurer of the Association. Such report shall be available not later than three (3) months after the end of the year for which the report is made.

Section 9. Application of Surplus: Any payments or receipts to the Association, whether from unit owners or otherwise, paid during the year in excess of the operating expenses and other common expense of the Association shall be kept by the Association and applied against the Association's expenses for the following year or deposited in such funds for the needs of the Association.

ARTICLE VII

ADDITIONS OR ALTERATIONS

There shall be no additions or alterations to the Common Elements or Limited Common Elements of the Condominium which this Association operates and maintains except as specifically provided for in said Condominium's Declaration of Condominium.

ARTICLE VIII

COMPLIANCE AND DEFAULT

Section 1. Violations: In the event of a violation (other than the nonpayment of an assessment) by the unit owner in any of the provisions of the Declaration of Condominium, of these By-Laws, or of the applicable portions of the Condominium Act, the Association, by direction of its Board of Directors, may notify the unit owner by written or electronic means notice of said breach, and if such violation shall continue for a period of seven (7) days from date of Notice, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional and inexcusable and material breach of the Declaration, of the By-Laws, or of the pertinent provisions of the Condominium Act, and the Association may then, at its option, have the following elections:

- (a) An action at law to recover for its damage, on behalf of the Association or on behalf of the other unit owners.
- (b) An action in equity to enforce performance on the part of the unit owner; or
- (c) An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.
- (d) Any violations which are deemed by the board of Directors to be a hazard to public health may be corrected immediately as an emergency matter by the Association and the cost thereof shall be charged to the unit owner as a specific item, which shall be a lien against said unit with the same force and effect as if the charge were a part of the common expenses.

Section 2. Negligence or Carelessness of Unit Owner: All unit owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his/her family, or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by any insurance company of its rights of subrogation. The expense for any maintenance, repair or replacement required, as provided in this Section, shall be charged to said unit owner as a specific item which shall be a lien against said unit with the same force and effect as if the charge were a part of common expenses.

Section 3. Costs and Attorney's Fees: In any proceeding arising because of an alleged default by a unit owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be determined by the Court.

Section 4. No Waiver of Rights: The failure of the Association or of a unit owner to enforce any right, provision, covenant or condition which may be granted by the condominium documents shall not constitute a waiver of the right of the Association or unit owner to enforce such right, provision, covenant or condition in the future.

Section 5. Election of Remedies: All rights, remedies and privileges granted to the Association or unit owner, pursuant to any terms, provisions, covenants or conditions of the condominium documents, shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies, or privileges as may be granted to such other party by Condominium documents, or at law or in equity.

ARTICLE IX

ACQUISITION OF UNITS ON FORECLOSURE

Section 1. Acquisition of Units on Foreclosure: At any foreclosure sale of a unit, the Board of Directors may, with the authorization and approval by the affirmative vote of voting members casting not less than sixty percent (60%) of the total votes of the members present at any regular or special meeting of the members wherein said matter is voted upon, acquire in the name of the Association, or its designee, a condominium parcel being foreclosed. The term "foreclosure" as used in this Section, shall mean and include any foreclosure of any lien, excluding the Association's lien for assessments. The power of the Board of Directors to acquire a condominium parcel at any foreclosure sale shall never be interpreted as any requirement or obligation on the part of the said Board of Directors or of the Association to do so at any foreclosure sale, the provisions hereof being permissive in nature and for the purpose of setting forth the power in the Board of Directors to do so should the requisite approval of the voting members be obtained. The Board of Directors shall not be required to obtain the approval of unit owners at the foreclosure sale of a unit, due to the foreclosure of the Association's lien for assessments under the provisions of the Declaration of Condominium, notwithstanding the sum the Board of Directors determines to bid at such foreclosure sale.

ARTICLE X

AMENDMENTS TO THE BY-LAWS

Section 1. By-Laws may be altered, amended or added to at any duly called meeting of the unit owners, provided:

- (a) Notice of the meeting shall contain a statement of the proposed Amendment;
- (b) If the Amendment has received the unanimous approval of the full Board of Directors, then it shall be approved upon the affirmative vote of the voting members casting a majority of the total votes of the members of the Association;
- (c) If the Amendment has not been approved by the unanimous vote of the Board of Directors, then the Amendment shall be approved by the affirmative vote of the voting members casting not less than three-fourths (3/4) of the total votes of the members of the Association; and
- (d) Said Amendment shall be recorded and certified as required by the Condominium Act; and
- (e) Notwithstanding the foregoing, these By-Laws may only be amended with the written approval when required of the parties specified in the Declaration of Condominium.

ARTICLE XI

NOTICES

Whatever Notices are required to be sent by the Association shall be delivered or sent in accordance with the applicable provisions for Notices as set forth in these By-Laws and in the Georgia Condominium Act.

ARTICLE XII

INDEMNIFICATIONS

The Association shall indemnify every Director and every officer, his/her heirs, executors, and administrators, against all loss, cost and expense reasonably incurred by him/her in connection with any action, suit or proceeding to which he/she may be made a party by reason of his/her being or having been a Director or officer of the Association, except as to matters wherein he/she shall be finally adjudged in such action, suit or proceeding, to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE XIII

LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of membership in the condominium shall not relieve or release any such former owner or member from any liability or obligations incurred under or in any way connected with the condominium during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former owner and member arising out of or in any way connected with such ownership and membership, and the covenants and obligations incident thereto.

ARTICLE XIV

LIMITATION OF LIABILITY

Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable for injury or damage caused by a latent condition in the property, nor for injury or damage caused by the elements or by other owners or persons.

ARTICLE XV

PARLIMENTARY RULES

Roberts' Rules of Order (latest edition) shall govern the conduct of the meetings of the Association when not in conflict with the Georgia Condominium Act, The Declaration of Condominium, or these By-Laws.

ARTICLE XVI

RULES AND REGULATIONS

Section 1. The Board of Directors may, from time to time, adopt or amend previously adopted administrative Rules and Regulations governing the details of the operation, use, maintenance, management and control of the Common Elements and Limited Common Elements of the condominium and any facilities or services made available to the unit owners. A copy of the Rules and Regulations adopted from time to time as herein provided shall from time to time be posted in a conspicuous place and/or copies of same shall be furnished to each unit owner.

Section 2. The Board of Directors may, from time to time, adopt or amend previously adopted Rules and Regulations

governing and restricting the use and maintenance of the condominium unit or units, provided, however, that copies of such Rules and Regulations, prior to the time the same become effective, shall be distributed by mail or electronically to each unit owner.

Section 3. In the event of any conflict between the Rules and Regulations adopted, or from time to time amended, and the Condominium Documents, or the Georgia Condominium Act, the latter shall prevail. If any reconciled conflict should exist or hereafter arise with respect to the interpretation of these By-Laws and the Declaration of Condominium, the provisions of said Declaration of Condominium shall prevail.

Section 4. In the event of conflict between unit owners and the Board of Directors, a majority of the unit owners may at any Called Meeting or Annual Meeting change the Rules and Regulations by a majority vote of all unit owners.

The FOREGOING IS ADOPTED AS THE BY-LAWS OF WILDER FOREST CONDOMINIUM ASSOCIATION, INC., at the first meeting of the Board of Directors.

APPROVED: WILDER FOREST CONDOMINIUM ASSOCIATION, INC.

by: T. WALT DERDEN, President

ATTEST: J. M. WILKINS, SECRETARY

AMMENDMENTS APPROVED:

MARION EDWARDS, President June 27, 2015