

BYLAWS OF BROOKSTONE HOMEOWNERS ASSOCIATION, INC.

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**BYLAWS
OF
BROOKSTONE HOMEOWNERS ASSOCIATION, INC.**

*THIS DOCUMENT IS A COMPILATION OF THE ORIGINAL BYLAWS AND ALL AMENDMENTS
THAT HAVE BEEN PASSED TO DATE, AS INDICATED ON THE LAST PAGE OF THIS
DOCUMENT. THESE BYLAWS ARE COMPLETE AS OF JULY 15, 2013.*

**ARTICLE I
Registered Office**

Brookstone Homeowners Association, Inc., a Georgia nonprofit corporation (the "Association"), shall have at all times within the State of Georgia a registered office and a registered agent. The Association may have other offices within the State of Georgia as may be determined from time to time by its Board of Directors (the "Board").

**ARTICLE II
Membership in Association**

2.1 Eligibility. The Association membership shall consist of the owners of Lots located on the real property described in Exhibit A, to the Declaration of Covenants, Conditions and Restrictions for Brookstone, a Country Club Community, dated February 5, 1987, and recorded in Deed Book 4324, Page 484, Cobb County, Georgia records (hereinafter the "Declaration") as well as any owner of a Lot or Lots located on all or any portion of the Additional Property described in Exhibit B to the Declaration at any time following the addition of such Additional Property or any portion thereof to the terms and provisions of the Declaration as provided in Section 2.02 of said Declaration.

2.2 Succession. The membership of each Lot owner shall automatically terminate when he ceases to be a Lot owner, and upon the conveyance, transfer or other disposition of a Lot, said Lot owner's membership in the Association shall automatically be transferred to the new Lot owner.

2.3 Regular Meetings. The Lot owners shall annually hold a regular meeting, one of the purposes of which shall be to elect directors. The first regular annual meeting of Lot owners may be held, subject to the terms hereof, on any date, at the option of the Board, within one year after the incorporation of the Association. Subsequent to the first meeting, there shall be a regular annual meeting of Lot owners held each year within fifteen days of the anniversary of the first regular annual meeting. All such meetings of Lot owners shall be held at such place in Cobb County, Georgia, and at such time as is specified in the written notice of such meeting. Subject to the terms of the Declaration, such notice shall be delivered to all Lot owners at least twenty-one (21) days and not more than forty-five (45) days prior to the date of such meeting. Such notice shall also state the purpose of such meeting.

2.4 Special Meetings. Special meetings of the Lot owners may be called by the President or by a majority of the directors, or by 50% or more of the Lot owners. The Board of Directors shall set the time date and location of the special meeting. A special meeting shall be called by the Board of Directors by delivering written notice to all members not less than ten (10) days nor more than thirty (30) days prior to the date of said meeting. The notice shall include the date, time, place and purpose of the special meeting.

2.5 Delivery of Notice of Meetings. Notices of meetings shall be delivered by or at the direction of the Secretary of the Association and may be delivered either personally or by mail to a Lot owner at the address given to the Board by said Lot owner for such purpose, or to the Lot owner's Lot, if no address for such purpose has been given to the Board.

2.6 Waiver of Notice. Waiver of notice of meeting of the Lot owners shall be deemed the equivalent of proper notice. Any Lot owner may, in writing, waive notice of any meeting of the Lot owners, either before or after such meeting. Attendance at a meeting by a Lot owner, whether in person or by proxy, shall be deemed waiver by such Lot owner of notice of the time, date and place thereof unless such Lot owner specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to lack of notice is raised before the business, of which proper notice was not given, is put to a vote.

2.7 Voting.

(a) Each Lot owner, including Declarant (as such term is defined in the Declaration) with respect to Lots owned by it, shall be entitled to vote as set forth in the Declaration, which vote may be cast by the Lot owner, the Lot owner's spouse or by a lawful proxy as provided below. When more than one person owns a Lot, the vote for such Lot shall be exercised as they between or among themselves determine, but in no event shall more than one vote be cast with respect to such Lot. In the event of disagreement among such persons and an attempt by two or more of them to cast the vote for such Lot, such persons shall not be recognized and the vote for such Lot shall not be counted. No Lot owner shall be eligible to vote, either in person or by proxy, or be elected to the Board, if that Lot owner is shown on the books or management accounts of the Association to be more than sixty (60) days delinquent in any payment due the Association.

(b) The following matters must be approved by a majority of Lot owners present in person or by proxy at a duly held meeting of the Association: (a) the merger or consolidation of the Association; (b) the sale, lease, exchange, mortgage, pledge or other disposition of all or substantially all of the property and assets of the Association; and (c) the purchase or sale of land or Lots on behalf of all Lot owners.

2.8 Voting List. A list of names and addresses of Lot owners entitled to vote shall be maintained at the registered office of the Association.

2.9 Quorum. Pursuant to Article IX, Section 9.06 of the Declaration as amended, a quorum of Lot owners for any meeting shall be deemed to be present throughout the meeting if Lot owners representing over ten (10%) percent of the total votes of the Association are present in person or by proxy at the beginning of the meeting.

2.10 Adjournment. Any meeting of the Lot owners may be adjourned from time to time for periods not exceeding forty-eight (48) hours by vote of the Lot owners holding the majority of the votes represented at such meeting, regardless of whether a quorum is present. Any business which could be transacted properly at the original session of the meeting may be transacted at an adjourned session, and no additional notice of such adjourned session shall be required.

2.11 Proxy. Any Lot owner entitled to vote may do so by written proxy duly executed by the Lot owner setting forth the meeting at which the proxy is valid. To be valid, a proxy must be filed with the Secretary prior to the opening of the meeting for which it is to be used. Proxies must be dated and may be revoked only by written notice delivered to the Association. Presence in person at the meeting for which a proxy is given or transfer of ownership of a Lot shall automatically revoke the proxy.

2.12 Action Without a Meeting. Any action which that may be taken at any annual, regular, or special meeting of members may be taken without a meeting if the Association delivers a written ballot to every member entitled to vote on the matter.

(a) A written ballot shall:

- (1) Set forth each proposed action; and
- (2) Provide an opportunity to vote for or against each proposed action.

(b) Approval by written ballot pursuant to this Section shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

(c) All solicitations for votes by written ballot shall:

- (1) Indicate the number of responses needed to meet the quorum requirements;
- (2) State the percentage of approvals necessary to approve each matter other than election of directors; and
- (3) Specify the time by which a ballot must be received by the Association in order to be counted.

(d) A written ballot may not be revoked. The Association shall maintain such ballots in its file for a period of at least three (3) years.

(e) Any action that may be taken by the Membership without a meeting pursuant to this subsection may be taken utilizing electronic voting, such as via the internet, subject to any rules that may be passed by the Board, and in compliance with the Georgia Electronic Records and Signatures Act, O.C.G.A. 10-12-1 et al. The results of such actions shall be included in the minutes of the next meeting of the Membership.

2.13 Rules of the Meeting. The Board may prescribe reasonable rules for the conduct of all meetings of the Board and Lot owners.

ARTICLE III Board of Directors

3.1 Composition. The affairs of the Association shall be governed by the Board. The Board shall be composed of at least four (4) but no more than eleven (11) persons. The directors shall be owners of Lots or spouses of such owners; provided, however, that no owner and his or her spouse may serve on the Board at the same time. The precise number of directors shall be fixed from time to time by resolution of the Board. Notwithstanding the foregoing, Club Owner (as such term is defined in the Declaration) shall have the permanent right to appoint one member of the Board pursuant and subject to the terms and provisions of Section 12.01 of the Declaration, and Declarant shall have the right to appoint and remove all other members of the Board until such time as the first of the following events shall occur: (i) the date as of which the last Lot in the Development (as such term is defined in the Declaration) owned by Declarant shall have been conveyed by Declarant to an Owner (as such term is defined in the Declaration) other than a person or persons constituting Declarant, or (ii) the surrender by Declarant of the authority to appoint and remove directors and officers of the Association by an express amendment to the Declaration executed and recorded by Declarant. Such directors as are appointed by Club Owner and Declarant need not be owners of Lots in the Development.

3.2 Term of Office. Each director, except in case of death, resignation, retirement, disqualification or removal, shall serve for a term of two (2) years. However, in order to provide for staggered terms, at the 2007 Annual Meeting of the Members three (3) Directors shall be elected for a two-year term, and two (2) Directors shall be elected for a one-year term.

3.3 Removal and Resignation of Directors.

(a) At any regular or special meeting of the Association duly called, any one or more of the directors, other than the directors appointed by Club Owner and Declarant, may be removed with or without cause by a majority vote of the members of the Association, and a successor may then and there be elected by the members to fill the vacancy thus created. Any director whose removal has been proposed by the Association shall be given at least ten (10) days' notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting.

(b) The director appointed by Club Owner may be removed by Declarant pursuant to and in accordance with the provisions of Section 12.01 of the Declaration. With respect to directors appointed by the Declarant, such directors may be removed by Declarant at any time and from time to time and successors appointed to serve in their place for so long as Declarant has the right to appoint and remove directors and officers of the Association in accordance with the terms and provisions of the Declaration.

(c) Any Director elected by the Members who has three or more consecutive unexcused absences from Board meetings, or who is more than 30 days 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.

(d) Any Director may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignations shall immediately take effect on the date of receipt of such notice, and the acceptance of such resignation shall not be necessary to make it effective.

3.4 Vacancies. A vacancy occurring in the Board, except by reason of removal of a director, may be filled for the unexpired term, and until the members or Declarant, as the case may be, shall have elected or appointed a successor, by affirmative vote of a majority of the directors then remaining in office though less than a quorum of the Board.

3.5 Compensation. Directors shall not be compensated unless and to the extent the members of the Association authorize at any meeting duly called for that purpose.

3.6 Nomination. Nominations for election to the Board shall be made from the floor at the Annual Meeting. Nominations may also be made by a Nominating Committee, if established by the Board prior to the Annual Meeting.

3.7 Elections. Directors to be elected by the members of the Association shall be elected from among those nominated. Those persons receiving the most votes shall be elected to the number of positions to be filled.

3.8 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by the Board, but such meetings shall be held at least once every six months. The Board shall meet within ten (10) business days after each annual meeting of members.

3.9 Special Meetings. Special meetings of the Board may be called by the President on three (3) days notice to each director given by mail, in person or by telephone, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the

President, Secretary or Treasurer in like manner and on like notice on the written request of at least two (2) directors.

3.10 Waiver of Notice. Any director may, in writing, waive notice of any meeting of the Board, either before or after such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall also constitute a waiver of notice by him or her of the time and place of such meeting, if all directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

3.11 Quorum. A quorum of directors shall be deemed present throughout any Board meeting at which a majority of the directors are present at the beginning of such meeting.

3.12 Conduct of Meetings. The President shall preside over all meetings of the Board and the Secretary shall keep a minute book, recording therein all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings. Robert's Rules of Order (latest edition) shall govern the conduct of the meetings of the Board when not in conflict with the Declaration or these By-Laws.

3.13 Action Without a Meeting. Any action by the Board-required or permitted to be taken at any meeting may be taken without a meeting if all of the directors consent in writing to such action. Such written consent or consents shall be filed with the minutes of the Board.

3.14 Powers and Duties. The Board shall exercise for the Association all powers, duties and authority vested therein by the Declaration or these By-Laws, except for such powers, duties and authority reserved thereby to the members of the Association or the Declarant. The Board shall have the following powers and duties:

- (a) to elect and remove the officers of the Association as hereinafter provided;
- (b) to administer the affairs of the Association;
- (c) to engage the services of an agent (hereinafter sometimes referred to as the "Managing Agent") to maintain, repair, replace, administer and operate the Common Areas (as defined in the Declaration) or any part thereof for all of the Lot owners, upon such terms and for such compensation as the Board may approve, including a Managing Agent which is affiliated with one or more directors, or the Declarant, or both;
- (d) to administer, manage and operate the Common Areas and any recreational facilities located thereon, and to formulate policies therefor;
- (e) to adopt rules and regulations, with written notice thereof to all Lot owners, governing the details of the administration, management, operation and use of the Common Areas and any recreational facilities located thereon, and to amend such rules and regulations from time to time;
- (f) to provide for the operation, care, upkeep, maintenance, repair, replacement and improvement of the Common Areas and any recreational facilities located thereon and payments therefor, and to approve payment vouchers or to delegate such approval to the officers of the Association or the Managing Agent;
- (g) to have access to each Lot from time to time as may be necessary for the maintenance, repair or replacement of the Common Areas therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Areas or to one or more other Lots;

- (h) to obtain adequate and appropriate kinds of insurance as provided in Article VI of the Declaration;
- (i) to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Common Areas and any recreational facilities located thereon, and to delegate any such powers to a Managing Agent (and any employees or agents of a Managing Agent);
- (j) to appoint committees and to delegate to such committees the Board's authority to carry out certain duties of the Board;
- (k) to determine the fiscal year of the Association and to change said fiscal year from time to time as the Board deems advisable;
- (l) to estimate the amount of, prepare, adopt and distribute the budget for the Association not less frequently than annually, to provide the manner of assessing, levying on and collecting from the Lot owners the annual and special assessments, and to levy fines against one or more occupants in accordance with the Declaration;
- (m) to keep detailed, accurate records of the receipts and expenditures affecting the use and operation of the Common Areas and any recreational facilities located thereon;
- (n) to enter into agreements or arrangements for premises suitable for use as apartments for maintenance or management personnel, upon such terms as the Board may approve;
- (o) to bid and purchase, for and on behalf of the Association, any Lot, or interest therein, at a sale pursuant to a mortgage foreclosure, a foreclosure of the lien for annual assessments, special assessments or both, or an order or direction of a court, or at any other involuntary sale, upon the affirmative vote of Lot owners owning not less than 75% of the Lots at a meeting duly called for that purpose, provided that the Lot owners shall set forth a maximum price that the Board or its duly authorized agent may bid and pay for such Lot or interest therein;
- (p) to make such mortgage arrangements and special assessments proportionately among the respective Lot owners, and other such financing arrangements, as the Board may deem desirable, in order to close and consummate the purchase or lease of a Lot, or interest therein, by the Association; provided, however, that no such financing arrangement shall be secured by an encumbrance on any interest in the Property other than the Lot, or interest therein, to be purchased or leased;
- (q) to act in a representative capacity in relation to matters involving the Common Area or more than one Lot, on behalf of the Lot owners, as their interests may appear;
- (r) to enforce by legal means the provisions of the Declaration and these By-laws with respect to the Property (as defined in the Declaration);
- (s) to renew, extend or compromise indebtedness owed to or by the Association;
- (t) at its discretion, to authorize occupants to use the Common Areas and any recreational facilities located thereon for private parties and gatherings and, at its discretion, to impose reasonable charges for such private use;
- (u) unless otherwise provided herein or in the Declaration, to comply with the instructions of a majority of the Lot owners as expressed in a resolution duly adopted at any annual or special meeting of the Association; and
- (v) in addition to, and in furtherance of, the powers referred to in these By-Laws, the

Association shall (i) have all the powers permitted to be exercised by a nonprofit corporation under the Georgia Nonprofit Corporation Code, as now in force or hereafter amended, and (ii) have and exercise all powers necessary or convenient to effect any or all of the purposes for which the Association is organized, and to do every other act not inconsistent with law which may be appropriate to promote and attain the purposes set forth in the Declaration and these By-Laws.

3.15 Telephonic and Electronic Participation in Board 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 section shall constitute presence in person at such meeting.

Any action that may be taken at a meeting of the Directors may alternatively be taken utilizing electronic means, such as the internet and email, subject to any rules that may be passed by the Board, and in compliance with the Georgia Electronic Records and Signatures Act, O.C.G.A. 10-12-1 et al. Any such action shall be considered valid if at least a quorum of the Directors participated and a majority of the quorum approved the action. The results of such actions shall be included in the minutes of the next meeting of the Directors.

3.16 Executive Session. The President may adjourn any meeting of the Board and reconvene in executive session, and may exclude Members, to discuss matters of a sensitive nature, including but not limited to, pending or threatened litigation, Homeowner violation log discussions and Hearing, and personnel matters.

ARTICLE IV

Officers and Committees

4.1 Designation. At the first meeting of the Board after the Annual Meeting, the Directors present at said meeting shall elect the following officers of the Association by a majority vote:

- (a) a President, who shall be a Director and who shall preside over the meetings of the Board and of the Lot Owners, and who shall be the chief executive officer of the Association;
- (b) a Vice-President, who shall be a Director and act in the capacity of President at the President's discretion, and perform such other duties as directed by the Board;
- (c) a Secretary, who shall be a Director and who can keep the minutes of all meetings of the Board and of the Lot Owners, and execute amendments to the Declaration and these By-Laws, and shall, in general, perform all the duties incident to the office of Secretary, and
- (d) such additional officers as the Board shall see fit to elect.

Any two or more offices may be held by the same person, except the offices of President and Secretary. Officers or assistant officers appointed by the Declarant need not be members of the Association.

4.2 Powers. The respective officers shall have the general powers usually vested in such officers; provided that the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board may see fit.

4.3 Term of Office. Each officer shall hold office for the term of one year and until his successor shall have been appointed or elected and qualified.

4.4 Vacancies. Vacancies in any office shall be filled by Declarant, for as long as Declarant has the right to appoint and remove directors and officers of the Association in accordance with the terms and provisions of the Declaration, or by the Board by a majority vote at a special meeting of said Board, as the case may be. Any officer so appointed by Declarant or elected by the Board to fill a vacancy shall hold office for a term equal to the unexpired term of the officer replaced.

4.5 Compensation. Officers shall receive no compensation for their services as officers unless expressly provided for in a resolution duly adopted by the Lot owners at a meeting duly called for that purpose.

4.6 Removal. Any officer elected by the Board may be removed from office, either with or without cause, by a majority vote of the Board. Any officer appointed by Declarant may, be removed by Declarant at any time and from time to time and successors appointed to serve in their place for as long as Declarant has the right to appoint and remove directors and officers of the Association in accordance with the terms and provisions of the Declaration.

4.7 Committees. The Board may appoint such committees as the Board shall determine necessary or beneficial, with the powers and duties that the Board shall authorize. Such committees shall include a Modifications Committee as provided in the Declaration. The Board shall determine the number of members to be appointed to each committee, and such members need not be Lot Owners. The members of any committee shall serve at the pleasure of the Board. Any Committee member may be removed with or without cause and with or without a successor being named. Committee members may be compensated by the Association for their services as committee members if approved by a majority of the directors.

ARTICLE V Contractual Powers

No contract or other transaction between the Association and one or more of its directors or between the Association and any corporation, firm or association in which one or more of the directors are also directors, or are financially interested, is void or voidable because such director or directors are present at the meeting of the Board or a committee thereof which authorizes or approves the contract or transaction or because the vote or votes of such director or directors are counted toward such authorization or approval, if the circumstances specified in either of the following subparagraphs exists:

- (a) the fact of the common directorship or financial interest is disclosed or known to the Board or committee and noted in the minutes thereof, and the Board or committee authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose, without counting the vote or votes of such director or directors; or
- (b) the contract or transaction is just and reasonable as to the Association at the time it is authorized or approved.

Such common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board or a committee thereof which authorizes, approves or ratifies such a contract or transaction.

ARTICLE VI
Indemnification

6.1 General. The Association shall indemnify and hold harmless each of its directors and officers, each member of any committee appointed pursuant to the By-Laws of the Association, the Board and the Declarant against all contractual and other liabilities to others arising out of contracts made by, or other acts of, such directors, Board, officers, committee members or Declarant, on behalf of the Lot owners, or arising out of their status as directors. Board, officers, committee members or Declarant, unless any such contract or act shall have been made fraudulently or with gross negligence or criminal intent. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including but not limited to counsel fees, amounts of judgments paid and amounts paid in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other, in which any such director, officer, Board, committee member or Declarant may be involved by virtue of such persons being or having been such director, officer, Board, committee member or Declarant; provided, however, that such indemnity shall not be operative with respect to (a) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties as such director, officer, Board, committee member or Declarant, or (b) any matter settled or compromised, unless in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such persons being adjudged liable for gross negligence or fraud in the performance of his duties as such director, officer, Board, committee member or Declarant.

6.2 Success on Merits. To the extent that the Board, Declarant, a director, officer of the Association or member of any committee appointed pursuant to these By-Laws has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Paragraph 6.1, above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

6.3 Expenses in Advance of Disposition. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized in the specific case upon receipt of an undertaking by or on behalf of the director, officer, Board, committee member or Declarant to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article.

6.4 Non-Exclusive Remedy. The indemnification provided by this Article VI shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of members of the Association or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. Such right to indemnification shall continue as to a person or entity who has ceased to be Declarant, a director, an officer of the Association or a member of such committee, and shall inure to the benefit of the heirs, executors, administrators, personal representatives, successors and assigns of such person or entity.

ARTICLE VII
Deleted in its Entirety by Amendment Dated November 5, 1993

ARTICLE VIII
Amendments

These By-Laws may be amended, modified or rescinded, from time to time, in the following manner:

8.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

8.2 Adoption. The Board shall have the power to alter, amend or repeal any of these By-Laws or to adopt new by-laws by the affirmative vote of a majority of all of the directors, but any by-laws adopted by the Board may be altered, amended or repealed and new by-laws adopted by the affirmative vote of at least two-thirds (2/3) of the members of the Association. The members may prescribe in any by-law adopted by them that such by-law shall not be altered, amended or repealed by the Board.

8.3 Proviso. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise affect any rights, benefits, privileges or priorities granted or reserved to Declarant or Club Owner without the prior written consent of Declarant or Club Owner, as the case may be. No amendment that is in conflict with the Articles of Incorporation of the Association or the Declaration shall be adopted.

ARTICLE IX Miscellaneous

9.1 Notices. Unless otherwise provided in these By-Laws, all notices, demands, bills, statements or other communications under 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, postage prepaid:

(a) If to a Lot owner, at the address which the Lot owner has designated in writing and filed with the Secretary, or if no such address has been designated, at the address of the Lot of such owner; or

(b) If to the Association, to Willoughby & Sewell Development, Ltd., 1781 Brookstone Walk, Acworth, Georgia 30101, or to such other address as the Association may from time to time notify the Lot owners in writing pursuant to this Paragraph.

9.2 Severability. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

9.3 Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of these By-Laws or the intent of any provision hereof.

9.4 Gender and Grammar. The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender, and the use of the singular shall be deemed to include the plural, whenever the context so requires.

9.5 Compilation. A compilation of the accounts of the Association shall be made annually as a common expense by an independent certified public accountant, and a copy of the report shall be furnished to each member who requests a copy in writing.

9.6 Conflicts. In the event of conflicts between the Declaration, the Articles of Incorporation and these By-Laws, the Declaration and Articles of Incorporation shall control, in that order.

ARTICLE X Swim/Tennis Membership

10.1 Swim/Tennis Membership. There is hereby created a new class of membership in the Association which membership shall be known as a Swim/Tennis Membership. Those persons eligible for a Swim/Tennis Membership shall be all of the owners of Lots located on the real property described by the following:

(a) *Parkwood at Brookstone*. Exhibit A to the Declaration of Covenants, Conditions, Restrictions and Easements for Parkwood at Brookstone dated September, 1996, and recorded in Deed Book 9870, Page 429, Cobb County, Georgia records (hereinafter the "Parkwood Declaration") as well as all of the owners of Lots located on all or any portion of the Additional Property described in Exhibit B to the Parkwood Declaration at any time following the addition of such Additional Property or any portion thereof to the terms and provisions of the Parkwood Declaration as provided in Article XIII of said Parkwood Declaration.

(b) *The Farm at Brookstone*. Exhibit A to the Declaration of Covenants, Conditions, Restrictions and Easements for The Farm at Brookstone dated November 9th, 2006, and recorded in Deed Book 14412, Page 5529, Cobb County, Georgia records (hereinafter the "Farm Declaration") as well as all of the owners of Lots located on all or any portion of the Additional Property described in Article III of the Farm Declaration at any time following the addition of such Additional Property or any portion thereof to the terms and provisions of Article III of said Farm Declaration.

(c) *Brookstone Commons*. Exhibit A to the Declaration of Covenants, Conditions, Restrictions and Easements for Brookstone Commons dated May 15th, 2003, and recorded in Deed Book 13748, Page 2874, Cobb County, Georgia records.

(d) *Heatherbrooke*. Section 2.1 of the Declaration of Covenants, Conditions, Restrictions and Easements for Heatherbrooke recorded on October 18th, 2006, in Deed Book 14402, Page 4843, Cobb County, Georgia records (hereinafter the "Heatherbrooke Declaration") as well as all of the owners of Lots located on all or any portion of the Additional Property described in Sections 2.2 to the Heatherbrooke Declaration at any time following the addition of such Additional Property or any portion thereof to the terms and provisions of the Heatherbrooke Declaration as provided in Article III of said Heatherbrooke Declaration. (Memberships for Heatherbrooke Lot owners are also subject to the terms of that certain Recreation Facilities and Walking Trail Cross-Easement and Use Agreement entered into between Brookstone Homeowners Association, Inc., R&R Land Group, LLC, and Heatherbrooke Community Association, Inc.

(e) *Brookstone West*. Approximately 120 lots to be developed as a subdivision presently entitled Brookstone West on the following parcel with further description and Declaration of Covenants references to be added at a future date: All that tract or parcel of land lying and being in Land Lots 757, 828, and 829 of the 3rd District, 3rd Section of Paulding County, Georgia, being Tract 1 and Tract 2, having an area of 70.58 acres, as shown on that certain plat of survey for JPJ Land Investments Inc., prepared by Christopher A. Evans, Ga. Registered Land Surveyor No 2784, Gaskins Surveying Company, dated 2-9-06, last revised 2-24-06.

10.2 Admission of Swim/Tennis Members. Any person eligible for Swim/Tennis Membership pursuant to Section 10.1, above, shall be entitled to the rights afforded such members by these By-Laws upon (i) completion of a membership application form as may be required by the Board, and (ii) payment to the Association of annual dues or fees in an amount equal to that portion of the annual assessment payable by Lot owners which is attributable to the operation, maintenance and repair of the swim/tennis recreational facilities located on the Common Area (but specifically not including any

allocation for capital reserves). Each swim/tennis member of the Association shall be subject to the obligations, conditions and terms set forth herein for swim/tennis members.

10.3 Succession. Swim/Tennis Membership shall continue only so long as such member continues to meet the eligibility requirements set forth in Section 10. 1, above, and pays the annual dues or fees prescribed by the Board for admission pursuant to Section 10.2, above. Upon the failure of a swim/tennis member to meet such eligibility requirements or to pay the annual dues or fees prescribed by the Board, the Swim/Tennis Membership of such person shall automatically terminate.

10.4 Suspension and/or Exclusion of Swim/Tennis Members. The Chair of the Pool Committee or the Tennis Committee, or his or her agent, and members of the Board of Directors shall have the authority to issue reprimands and suspensions from the use of the pool or the tennis courts to any member who violates any of provisions of the Declaration, or these Bylaws, or the Rules and Regulations of the Pool or Tennis facilities, including but not limited to non-violent or violent acts, as defined by the Pool and Tennis Committees.

However, the Pool and Tennis Committees shall notify the Board in writing of the factual circumstances of any suspension of a member that is two days or greater in length for possible further action by the Board. Further, the Pool and Tennis Committee shall provide the Board with their recommendations, if any, for further sanctions when they send their referral to the Board. If the Board should decide to take further action against the Owner or any member of the Owner's family by issuing a further sanction, then the Board will follow the procedure stated in Section 11.03 of the Declaration regarding Notice and the right of an Owner to request a Hearing before the Board within ten (10) days of receipt of the Notice of the proposed sanction.

10.5 Privileges and Obligations of Swim/Tennis Members.

- (a) All Swim/Tennis Members shall be afforded the use of the recreational facilities, if any, located on the Common Areas, subject to such rules and regulations as may be adopted by the Board which shall be posted at all times in such recreational facilities. Swim/Tennis Members shall have no ownership interest whatsoever in or to any assets of the Association, such members being entitled only to the use and enjoyment of the recreational facilities owned by the Association.
- (b) The Board of Directors shall fix the terms and conditions upon which guests of Swim/Tennis Members may use the recreational facilities of the Association.
- (c) The Association assumes no responsibility for personal property of any member or his guest which may be brought to or left at the recreational facilities of the Association.
- (d) All family members residing in the same residence as the Swim/Tennis Member shall be entitled to the rights and privileges of membership.
- (e) Swim/Tennis Membership shall be a non-voting membership.

10.6 Proviso. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect the Swim/Tennis Membership created hereby without the prior written consent of Willoughby & Sewell Development, Ltd., the developer of Parkwood at Brookstone, which consent may be withheld in the sole and absolute discretion of Willoughby & Sewell Development, Ltd.

AMENDMENTS TO THE BROOKSTONE HOMEOWNERS ASSOCIATION BYLAWS

FIRST AMENDMENT: November 5, 1993, Article II, Section 2.4; Article II, Section 2.12; Article III, Section 3.7; Article IV, Section 4.1; Article VII; Article IX, Section 9.5.

SECOND AMENDMENT: June 21, 1996, Article II, Section 2.3.

THIRD AMENDMENT: September 3, 1996, Article IV, Section 4.1; Article IV, Section 4.7.

FOURTH AMENDMENT: September 30, 1996, Article X.

FIFTH AMENDMENT: August 5, 2003, Article II, Section 2.7(b); Article II, Section 2.9.

SIXTH AMENDMENT: December 9, 2003, Article III, Section 3.2.

SEVENTH AMENDMENT: October 10, 2005, Article III, Section 3.1.

EIGHTH AMENDMENT: November 15th, 2005, Article X, Section 10.1.

NINTH AMENDEMENT: October 10, 2006, Article III, Section 3.2, 3.3, 3.8, 3.15, 3.16; Article IV, Section 4.1; Article X, Section 10.3.

TENTH AMENDMENT: April 9, 2007, Article X, Section 10.4.

ELEVENTH AMENDMENT: August 6, 2007, Article II, Section 2.12; Article III, Section 3.6 and Section 3.15.

TWELFTH AMENDMENT: July 15th, 2013, Article X, Section 10.1.