

**BYLAWS OF
SLLA, LP
November 15, 2022**

ARTICLE I - NAME

The name of the Domestic Limited Partnership is SLLA, LP, hereinafter referred to as "SLLA".

ARTICLE II - OFFICES

The principal office of SLLA in the state of Georgia shall be located at 1010 Hornets Bridge Dr., Elberton, GA 30635. SLLA may have other offices, either within or without the State of Georgia, as the Board of Directors of its General Partner, Savannah Landings Landowners Association, Inc., hereinafter referred to as the "Association" may determine or as the affairs of SLLA may require from time to time. SLLA shall have, and shall continuously maintain, in the state of Georgia, a registered office and a registered agent, whose office is identical with such registered office, as required by the State of Georgia. SLLA and the actions of the Board of Directors of the Association shall at all times be in compliance with Georgia State Law, specifically any laws which relate to the operation of 501(c)4 organizations. The registered agent at the time of this filing is Richard Campbell, 5 N. Thomas St, P. O. Box 117, Elberton, GA 30635.

ARTICLE III - DECLARATIONS

SLLA and the Association accept the terms and provisions of, and agree to observe, obey and fulfill, all the terms, conditions, restrictions and duties placed on it by the Declaration of Protective Covenants for Savannah Landings Subdivision located in Elbert County, GA, dated July 31, 2007, and recorded in the Elbert County, GA, records Deed Book 448, pages 658-664, and the Amended Declaration of Protected Covenants dated August 29, 2017, and recorded in The Elbert County, GA, records Deed Book 618, pages 375-377, (hereinafter referred to as "Protective Covenants") along with the Declaration of Gated Community for Savannah Landings Subdivision located in Elbert County, GA, dated July 31, 2007, and recorded in the Elbert County, GA, records Deed Book 448, Pages 654-657, (hereinafter referred to as the "Declaration") and the Partnership and Trust Agreement of Savannah Landings Landowners Association, LP, dated October 19, 2006 (hereinafter referred to as the "Trust Agreement").

ARTICLE IV - MEMBERS

Each property owner in each phase of the subdivision automatically becomes a limited partner in SLLA, LP, by virtue of ownership of a lot of said subdivision. The property owner(s) remains and continues to be a limited partner for so long as that owner retains ownership interest in the property. Each subdivision lot is considered a property owner Limited Partner.

Membership in SLLA is mandatory for all title holders of property located within Savannah Landings Subdivision and all restrictions, covenants and by-laws are applicable to said property.

ARTICLE V - GENERAL PARTNER

The Savannah Landings Landowners Association, Inc., (the "Association") a Domestic Non-profit Corporation formed on February 1, 2022, to carry out the Partnership and Trust Agree-

ment of the landowners of the Savannah Landings Subdivision, dated October 19, 2006, shall serve as the General Partner, to carry out the business of SLLA.

On or about August 5, 2021, Ryan R. Faulkenberry, the former "Developer's Agent", designated a new committee of three persons to act as the Developer's Agent to oversee construction and enforcement of the restrictive covenants;

And, on October 20, 2021, the current Developer's Agents desired to appoint two additional members of the Developer Agent Committee, to serve as the Board of Directors of the Association.

ARTICLE VI - MEETINGS OF MEMBERS

1. **Annual Meeting** - There shall be a regular annual meeting of the Members of SLLA at a reasonable place and time to be determined by the Board of Directors. Written notice will be given to members not less than 10 not more than 60 days prior to the date fixed for said regular meeting.

2. **Special Meetings** - Special meetings of the Members may be called at a reasonable time, date and place by the Board of Directors upon written request of Members entitled to vote, one-fourth of the total votes of the entire membership, by written notice given to all Members not less than 10 nor more than 60 days prior to the date fixed for said special meeting.

3. **Notices** - Notices of all meetings of Members shall be addressed to each Member as his address appears on the books of the Association (either street, P. O. Box or email), and shall state the time date and place of each such meeting and, if a special meeting, the purpose of such meeting.

4. **Closing of Books** - the membership books of the Association shall close at the close of business on the business day preceding the day on which notice is given, or if notice is waived, on the close of business on the business day preceding the day on which the regular or special meeting is held and shall remain closed until the conclusion of said meeting. Only those members who are listed as such on the membership books on the date said books are closed shall be eligible to vote at any such meeting of Members. Neither the Association nor its officers shall be liable in any manner for refusing to permit any person to vote who is not a Member listed on the membership books as of the date of the closing of said books, or who is the duly authorized proxy or attorney-in-fact of such person. Inspection of the list of Members is restricted to the purpose of communicating with other Members concerning the meeting.

5. **Quorum** - The presence at any meeting, in person or by proxy, of Members entitled to vote, at least one-tenth (1/10) of the votes of the entire membership shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the Members present, either in person or by proxy, may adjourn the meeting to a time not more than 60 days from the time set for the original meeting.

At the time of this writing, the Association has on the books 224 lot owners for Savannah Landings Subdivision. A quorum would be 23 attendees for the meeting to be valid.

6. **Conduct of Meetings** - The President of the Board of Directors, or in his absence, the Vice President, shall call meetings of Members to order and act as as chairman of such meet-

ings. In the absence of both said officers, any member entitled to vote may call the meeting to order, and a chairman of the meeting shall be elected. The Secretary of the Board of Directors shall act as the secretary of the meeting, or in his absence, a secretary shall be selected in the manner aforesaid in selecting a chairman of the meeting.

a. **Annual Meetings:** Each annual meeting shall be run by the current President of the Board of Directors, who shall call the meeting to order, present issues for discussion, and direct when voting shall occur. A form of Roberts Rules of Orders shall be used at each annual meeting to allow for organized discussion from general membership prior to the Board of Directors voting on any major issues that are opened on the floor for discussion. However, no Member shall be able to present an issue to be voted on at the annual meeting, nor shall they be able to call for discussion to end and a vote to occur. Those rights are reserved only for the Board of Directors.

b. **General Meetings:** General meetings shall run in a similar fashion as annual meetings.

7. **Proxies** - At the Annual Meeting of the Members, a member is entitled to nominate a proxy who may vote for any issues that are open for a vote at the Annual Meeting. Proxy designation shall only be good for one Annual Meeting; a new proxy will have to be designated prior to each Annual Meeting. All proxies shall be filed with the Secretary. Any designated proxy is only allowed to vote in the place of the Member, they are not allowed to engage in open discussions on behalf of any Member.

8. **Votes of Members** - Members shall be entitled to one (1) vote per lot owned or co-owned. For example, a husband and wife that own one (1) subdivision lot together as co-tenants will have one (1) vote together. In no event will there be split vote or one-half vote.

ARTICLE VII - BOARD OF DIRECTORS: NUMBER AND AUTHORITY, TERM OF OFFICE, COMPENSATION

1. **Number and Authority:** The affairs of this SLLA shall be managed by it's General Partner, Savannah Landings Landowners Association, Inc., a Domestic Nonprofit Corporation and it's Board of Directors with up to seven (7) Directors and not less than three (3) Directors, who shall be Members of SLLA in good standing which requires compliance with all requirements of the restrictions and covenants applicable to the SLLA. The Board of Directors will carry out the Partnership and Trust Agreement of the landowners of the Savannah Landings Subdivision dated October 19, 2006. The Board of Directors will be authorized, and have the power to assess dues and fees, and will carry out the business of the corporation.

2. **Term:** Notwithstanding any changes by a Board of Directors, the length of terms of Directors is three (3) years. The sequence of elections of officers to the Board of Directors beginning in 2023 shall be one (1) Director for the first year, two (2) Directors for the second year followed by election of two (2) Directors the following or third year. The sequence shall then be repeated.

3. **Compensation:** No Director shall receive compensation for any service rendered to SLLA. However, any Director may be reimbursed for actual expenses incurred in the performance of SLLA duties. Under a Resolution, dated September 26, 2022, the Board of Directors unanimously agreed that any Director or lot owner who advance funds to SLLA for common expenses and improvements, prior to SLLA collecting sufficient assessments to cover all necessary expenses and improvements, shall receive a credit against future assessments until such time as the advance has been repaid in full. If any advancing party subsequently sells his/

her lot(s), any remaining balance shall be paid in cash when SLLA (in its sole discretion) has received sufficient funds to allow for such repayment.

4. **Officers of the Board:** The Board of Directors shall elect a President, Vice-President, Secretary and Treasurer. The fifth Director may serve as Assistant Treasurer or Assistant Secretary. Any two offices may be held by the same person, except the offices of President and Secretary and President and Treasurer.

5. **Election and Terms of Office:** These Officers of the Board shall be elected annually by the Board of Directors at the first regular meeting of the Board of Directors following the regular annual meeting of the Members. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have been qualified.

6. **Removal:** Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors itself whenever, in its judgment, the best interests of SLLA would be served by such removal. The removed officer shall remain on the Board for the remainder of his/her term, just as a general Board Member, not an Officer. Only a vote by the general membership can remove a Board of Directors' member from the board itself.

7. **President:** The President shall:

- Preside at all Board meetings
- May sign, with the Secretary or any other proper officer of the Board, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing shall be expressly delegated by the Board of Directors or by these Bylaws or by statute to some other officer of the General Partner.
- Perform all duties as may be prescribed by the Board of Directors from time to time.

8. **Vice President:** In the absence of the President or in the event of his inability or refusal to act, the Vice President shall:

- Perform the duties of the President, and , when so acting, shall have the powers of, and be subject to, all restrictions upon the President.
- Any Vice President shall perform such other duties as from time to time may be assigned to him by the President or the Board of Directors.

9. **Treasurer:** The Treasurer shall:

- Have charge and custody of, and be responsible for, all funds and securities of SLLA; receive and give receipts for monies due and payable to SLLA from any source whatsoever, and deposit all such monies in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article IX of these Bylaws.
- Keep proper books of account; cause an annual audit of SLLA's books to be made at the completion of each fiscal year after the first fiscal year.
- Prepare and deliver an annual budget plus a statement of income and expenditures to be presented to the Members at the regular annual meeting of SLLA or requesting it in writing; and,
- In general, perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or the Board of Directors.

10. **Secretary:** The Secretary shall:

- Keep the minutes of the meetings of the Members and the Board of Directors in one or more books provided for that purpose.
- Meeting minutes shall be approved and given to IT to be posted on the secure website no later than seven (7) days following the meeting.
- See that all notices are duly given in accordance with the provisions of these Bylaws or the Declaration or as required by law.
- Keep membership books and a register of the post office address of each Member.
- Keep records as to voting qualifications of Members; and in general, perform all duties incident to the office of Secretary and other such duties from time to time as may be assigned to him/her by the President or the Board of Directors.

11. **Assistant Treasurers and Assistant Secretaries:**

- If required by the Board of Directors, the Assistant Treasurers and Assistant Secretaries shall perform such duties as shall be assigned to them by the Treasurer or the Secretary or by the President or the Board of Directors.

12. **Affiliations:**

Directors on the Board have a “Fiduciary” responsibility to the membership of SLLA. A member of the Board cannot allow memberships or affiliations in other groups to jeopardize or influence the fiduciary responsibility the Board member has to SLLA or its landowners or members.

Once elected, Board Members must participate in the decision-making process of SLLA, always exercising reasonable care, conducting the business of the organization in a legal, ethical and financially sound manner. A Board Member must act in accordance with the Covenants and Bylaws as stated in this document and in agreement with all Georgia laws/statutes.

A Board Member may not use information gained from the elected position for any personal gain. Nepotism is not allowed. If a situation arises where nepotism is in question, then the Board Member must recuse him/herself from that issue/instance.

Avoid conflicts of interest and the appearance of such. As a Board Member, if you knowingly violate the spirit of this document or do not act as a Fiduciary for SLLA, the expectation is you will immediately and voluntarily resign as a Board Member.

13. **Board of Directors Code of Conduct:**

All members of the Board of Directors serve their elected term as a representation of SLLA and general membership. Each Director shall always conduct themselves in a respectful and courteous manner and shall not engage in any illegal activities. Additionally, each Director shall conduct themselves as necessary to remain a good standing general member.

ARTICLE VIII - DIRECTORS; NOMINATION; ELECTION; REMOVAL; REPLACEMENT

1. **Nomination.** Any member in good standing may nominate him/herself or any other member in good standing for election to the Board of Directors. All nominations must be agreed to and accepted in writing by the person nominated herein and state that person's willingness to serve if elected. The nomination must be received by the Secretary at least 30 days prior to the meeting at which the election is to be held.

2. **Election.** Election to the Board of Directors shall be by written, secret ballot, unless waived by vote of a majority of Members voting. At such election, the Members or their proxies may cast in respect of each vacancy, one vote per lot. Write in votes are not part of our nomination process. The persons receiving the largest number of votes shall be elected.

3. **Removal; Replacement.** A Director may be removed from the Board by a majority vote of the General Members, regardless of their officer status. This removal is exclusive and separate of any removal the Board of Directors may choose to take in removing a Board of Director from their officer status. In the event of removal, resignation or death of a Director, a successor shall be appointed by the remaining Directors. A Director appointed to fill a vacancy shall complete the original Director's term.

4. **Resignation.** A resigning Board Member must submit a notarized letter of resignation to the Board of Directors indicating Equitable Justification for their resignation. Equitable Justification shall be defined as 1) inability of the Board Member to fulfill his/her required tasks due to health issues or physical or mental impairment, 2) poor health of an immediate family member (spouse, child or parent), 3) legal issues that may reflect on, or compromise the effectiveness, of the individual as a Board Member or, 4) any reason that is not mentioned herein that is deemed equitable justification by a majority of the remaining Board Members.

ARTICLE IX - MEETINGS OF DIRECTORS

1. **General Meetings.** For the convenience of the members and officers, regular Board of Directors meetings will be called as often as necessary at such place and time to be determined by the Board of Directors. In addition, a meeting of the Board of Directors shall be held immediately following the Annual Meeting for the purpose of electing officers to the Board of Directors. General meetings of the Board shall be conducted in a seemly fashion with the Board President presiding.
2. At each Annual Board of Director's meeting following the general membership Annual Meeting, the newly elected officers of the Board of Directors shall address and determine membership of all committees.
3. **Special Meetings.** Special meetings of the Board shall be called by the President or by any two Directors with not less than three (3) working days notice to each Director. These Special Meetings may or may not be open to the Members depending upon the purpose and/or subject.
4. **Informal Action by Directors.** Any action required by law to be taken at a meeting of Directors, or any action which may be taken at a meeting of Directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all Directors.
5. **Quorum.** A majority of the Directors shall constitute a quorum for the transaction of business at any regular or special meeting. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as an act of the Board.

ARTICLE X - COMMITTEES: APPOINTMENT, REMOVAL

1. **Committees.** The Board shall make appointments to such committees as it may deem appropriate and may remove any such appointee or terminate any such committee at the Board's pleasure. Committees shall have only such powers and duties as the Board may

determine. Committees shall provide written meeting minutes to the Board of Directors outlining the Committee's activities.

2. **Quorum.** Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum, and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.
3. **Rules.** Each committee may adopt rules for its own government not inconsistent with these Bylaws or with rules adopted by the Board of Directors.

ARTICLE XI - CONTRACTS; CHECKS; DEPOSITS; FUNDS AND FISCAL YEAR

1. **Contracts.** The Board of Directors may authorize any officer or officers, agent, or agents of the Association, in addition to the Officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances. Paid contractors will have an annual evaluation prior to the anniversary date of their contract. If changes are felt to be in order, a meeting with the principals of the contracting company and the Board will be held.
2. **Checks, Drafts, Etc.** All checks, drafts or orders for payment of money, notes or other evidence of indebtedness issued in the name of the Association, shall be signed by such officer or officers, agent or agents of the Association, and in such manner, as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or Vice President of the Association. All checks issued from Association bank accounts will require two (2) signatures by Directors if over \$500.00.
3. **Deposits.** All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board of Directors may select.
4. **Gift.** The Board of Directors may accept on behalf of the Association any contribution, gift, or bequest for the general purposes or for any special purpose of the Association.
5. **Legal Assistance.** The Board of Directors may elect, by a majority vote of the Board, to retain a lawyer or law firm on an ongoing basis. If such legal counsel is retained, then the President may consult with retained legal counsel on an ongoing basis. Legal advice may also be voted on and obtained tailored to a specific situation, in a time sensitive action; this may be carried out by the President of the Association. He/she will act as an agent of the Board, submitting all correspondence and obtained information to the Board Members in a timely manner. The Elected Officers of the Board will appoint the President as legal agent at the Officers of the Board Meeting directly after the Annual Election.

ARTICLE XII - BOOKS AND RECORDS

The Association shall keep correct and complete records of account and shall also keep minutes of the proceedings of its Members, Board of Directors, and committees. It shall also keep at its registered or principal office membership books containing the names and addresses of the Members entitled to vote. All books and records of the Association may be inspected by any Member, or his agent or attorney, for any purpose at any reasonable time upon request.

ARTICLE XIII - FUNDS, ASSESSMENTS AND FINES

1. **SLLA Fund.** The Board shall establish a fund into which all monies paid to the Association shall be deposited and from which disbursement shall be made in performing the functions of the Association as provided in the Declaration and in the Articles of Incorporation.
2. **Regular Annual Assessments.** Prior to each regular annual meeting of the Association, the Board of Directors shall estimate the expenses to be incurred by the Association in performing its functions for the fiscal year commencing on the 1st day of _____ including a reasonable provision for contingencies and appropriate replacement reserves, less any expected surplus from the prior year's fund. Uniform and equal assessments sufficient to pay such estimated net charges shall then be due and payable to the Association on the first day of the fiscal year for which the assessment is made or semiannually, if so determined by the Board of Directors in its sole and absolute discretion. The Board of Directors shall retain the right to proceed with foreclosure of property due to any outstanding fees or fines owed, as allowed by Georgia law.
3. **Special Assessments.** In addition to the regular annual assessments provided for in Section 2 of this Article, the Board of Directors may levy special assessments in the manner and for the purposes set forth in the Declaration.
4. **Levy of Assessments.** In order to raise the total amount for which the levy in question is being made, the Association shall make individual assessments against the property of Members as herein provided. Each individual assessment shall be equal to each other individual assessment. The Association shall levy one assessment against each Lot.
5. **Unpaid Assessments as Liens.** The amount of any delinquent assessment, whether regular or special, assessed against any property and any late payment charge attributable thereto, plus interest on such assessment and charge an initial administrative fee of \$10.00 or 10% of the amount of each assessment, and the costs of collecting the same, including reasonable attorney's fees, shall be a lien upon said Lot and any improvements thereon. Such lien shall be prior to any declaration of homestead. Such lien may be foreclosed in the same manner as is provided by the laws of Georgia for foreclosure of mortgages of real property. A certificate executed and acknowledged by any two members of the Board of Directors, stating the indebtedness secured by such lien, shall be conclusive upon the Association as to the amount of such indebtedness, as of the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Member upon request on payment of such reasonable fee as may be determined by the Board of Directors. The Board of Directors shall retain the right to proceed with foreclosure of property due to any outstanding fees or fines owed, as allowed by the State of Georgia. See Georgia Code TITLE 44 PROPERTY; CHAPTER 3 REGULATION OF SPECIALIZED LAND TRANSACTIONS; ARTICLE 6 PROPERTY OWNERS' ASSOCIATIONS; SUBPARAGRAPH 44-3-232 - Assessments against lot owners as constituting lien in favor of association; additional charges against lot owners; procedure for foreclosing lien; obligation to provide statement of amounts due.
6. **Fines for Violations.** The Association shall have the right to levy fines for violations of the Declaration of Protective Covenants dated July 31, 2007, and the Amended Declaration of Protective Covenants, dated August 29, 2017. The amount of any fine(s) shall be established on an individual basis by the Board of Directors based on the severity of the violation(s) and past history of violations by the landowner. Fines shall be assessed on a monthly basis as determined by the Board of Directors. Any fines not paid within sixty (60)

days of the violation notice date shall be determined as delinquent. The Association may, if any fine remains delinquent for ninety (90) days, file a lien against the property and subsequently foreclose in the same manner as is provided in the laws of Georgia for the foreclosure of mortgages on real property.

7. **Mortgage Protection.** No lien created under this Article or under any other Article in these Bylaws, nor any lien arising by reason of any breach of the Declaration of Protective Covenants and Amendment, nor the enforcement of any provisions of these Bylaws, shall defeat or render invalid the rights of the beneficiary under any recorded mortgage or deed of trust of first and senior priority upon a Lot, made in good faith and for value. However, after the foreclosure of any such first mortgage or deed of trust or after any conveyance in lieu of foreclosure, such Lot shall remain subject to the Declaration and Protective Covenants and Amendment and shall be liable for all regular assessments and all special assessments levied subsequent to completion of such foreclosure or delivery of such conveyance but falling due after such completion or such delivery. Sale or transfer of any Lot shall not affect or extinguish the assessment lien.
8. **Subordination.** By subordination agreement executed by the Association, the benefits of Section 6 of this Article may, in the sole and absolute discretion of the Board of Directors, be extended to beneficiaries not otherwise entitled thereto.

ARTICLE XIV - INDEMNIFICATION

1. **Third-Party Actions.** The Association may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that he/she is or was a director, officer, employee, servant or agent of the Association, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, if he/she acted in good faith and in a manner he/she reasonably believed to be in, or not opposed to, the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his/her conduct was unlawful.
2. **Determination.** The indemnification by the Association provided for in Section 1 of this Article shall be made only after a determination has been made that the indemnification of the officer, director, employee, servant or agent is proper because he/she has met the applicable standards of conduct set forth above. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of Directors who are not parties to such action, suit or proceeding, or (b) if such a quorum is not obtainable, or even if obtainable, if a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion; provided, however, that if a director, officer, employee, servant or agent of the Association has been successful on the merits and otherwise in defense of any action, suit or proceeding referred to above, or in defense of any claim, issue or matter therein, then to the extent that the Association has elected to provide indemnification; he shall automatically be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him/her in connection therewith without the necessity of such determination that he/she has met the applicable standard of conduct set forth above.
3. **Insurance.** The Board of Directors may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, servant or agent of the Association against any liability asserted against him/her or incurred by him/her in any such capacity,

or arising out of his/her status as such, whether or not the Association would have the power to indemnify him/her against such liability hereunder or otherwise.

4. **Other Coverage.** The indemnification provided by this Article shall not be deemed exclusive of any other rights to which anyone seeking indemnification may be entitled under these Bylaws, by agreement, vote of Members, vote of disinterested Directors, Georgia law, or otherwise, both as to action in his/her official capacity and as to action in another capacity while holding such office, and may continue as to a person who has ceased to be a director, officer, employee, servant or agent and inure to the benefit of the heirs and personal representatives of such person.

ARTICLE XV - ASSOCIATION PROPERTY

1. **Savannah Landings Rules.** The Board of Directors shall have the authority to adopt rules governing the operation and use of property owned or leased by the Association as provided in the Declaration.
2. **Violation of Savannah Landings Rules.** There shall be no violation of rules or regulations for Savannah Landings which may be adopted by the Board of Directors and made available to the persons affected thereby. If any Member, dependent, member of his/her family, tenant, guest or invitee violates such rules and regulations, the Board of Directors may invoke one or more of the remedies set forth in these Bylaws.
3. **Damages.** Each Member or other person described in Section 2 of this Article shall be liable to the Association for any damage to the property of the Association which may be sustained by reason of the neglect or intentional misconduct of such Member, dependent, member of his/her family, tenant, guest or invitee. If the Member's property is owned or leased jointly or in common, the liability of all such joint or common owners or lessees shall be joint and several. The amount of such damage may be assessed against the real and personal property of such Member or other person on or within Savannah Landings Subdivision, including the leasehold estate of the lessee, and may be collected as provided herein for the collection of assessments.
4. **County and State Laws.** The Board of Directors shall report, through any available resource, violations of County and State Laws within Savannah Landings Subdivision, to Elbert County and/or the State of Georgia.

ARTICLE XVI - WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of the Georgia General Not for Profit Corporation Law or under the provisions of the Articles of Incorporation or the Bylaws of this Corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XVII - AMENDMENTS TO BYLAWS

These Bylaws may be altered, amended, or repealed and new Bylaws may be adopted by a majority of the Directors present at any regular meeting or at any special meeting of the Board of Directors, if at least five (5) days' written notice is given of intention to alter, amend or repeal or to adopt new Bylaws at such meeting.

SAVANNAH LANDINGS LANDOWNERS ASSOCIATION, LP (SLLA, LP)
By its General Partner
SAVANNAH LANDINGS LANDOWNERS ASSOCIATION, INC.

Wherein, the Savannah Landings Landowners Association, LP, thru its Authorized Agents, hereby adopt these Bylaws.

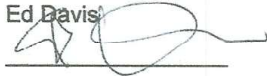
Authorized Agents:

Frank Poma




Date 11/15/2022

Ed Davis



Date 11/15/2022

Cosby (Butch) Smith



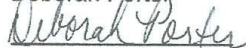
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Bentley Ruff



Date 11/15/2022

Deborah Porter



Date 11/15/2022