

BYLAWS  
OF  
RUBY FOREST HOMEOWNERS' ASSOCIATION, INC.

Article I  
Name, Membership, Applicability, and Definitions

Section 1. Name. The name of the Association shall be Ruby Forest Homeowners' Association, Inc. ("Association").

Section 2. Membership. The Association shall have one class of membership. Membership shall be voluntary, and membership shall be subject payment of dues established by the Board and subject to the provisions set forth in these Bylaws, the Articles of Incorporation, and the Rules and Regulations of Ruby Forest which may be established by the Association's Board of Directors. Members must be owners of lots in the Ruby Forest subdivision or such other persons as are authorized herein or by the Board.

Section 3. Definitions. The words used in these Bylaws shall have their normal, generally accepted meanings or the meanings given in the Georgia Nonprofit Corporation Code. Unless the context otherwise requires, certain terms used in these By-Laws, and the Articles of Incorporation shall be defined as follows:

(a) "Articles" or "Articles of Incorporation" shall mean the Articles of Incorporation of Ruby Forest Homeowners' Association, Inc., which have been filed with the Secretary of State of the State of Georgia.

(b) "Association" shall mean Ruby Forest Homeowners' Association, Inc., a Georgia nonprofit corporation, its successors or assigns.

(c) "Board" or "Board of Directors" shall mean the elected body responsible for management and operation of the Association.

(d) "Common Expenses" shall mean the expenses anticipated or actually incurred by the Association in maintaining, repairing, replacing, and operating the Recreational Facilities.

(e) "Common Property" shall mean any and all real and personal property and easements and other interests therein owned or held by the Association, together with the facilities located or which may be added thereto and which are reserved for the common use and enjoyment of the members of the Association.

(f) "Community" shall mean the residential housing subdivision located in Land Lot 234 of the 7th District in Gwinnett County known as "Ruby Forest," as more particularly described in the Protective Covenants recorded on August 26, 1994, in Deed Book 10626, Page 231, et seq., Gwinnett County, Georgia records, as may be or may have been amended (the "Declaration").

(g) "Developer" shall mean Ruby-Forrest, Ltd., its successors and assigns.

(h) "Majority" means those eligible votes, members, or other group as the context may indicate totalling more than fifty (50%) percent of the total eligible number.

(i) "Member" shall mean those persons who are members of the Association, as provided herein.

(j) "Officer" shall mean those individuals who are elected by the Board to serve as President, Vice President, Secretary, or Treasurer, or such other subordinate officers as the Board may determine necessary.

(k) "Person" shall mean any individual, corporation, firm, association, partnership, trust, or other legal entity.

## Article II

### Association: Meetings, Quorum, Voting, Proxies

Section 1. Place of Meetings. Meetings of the Association shall be held at a place convenient to the members as determined by the Board of Directors.

Section 2. First Meeting and Annual Meetings. An annual or special meeting shall be held within one (1) year from the date of adoption of these Bylaws by the Board of Directors. Annual meetings shall be set by the Board so as to occur at least sixty (60) days before the close of the Association's fiscal year.

Section 3. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a Majority of the Board of Directors or upon a petition signed by Members holding at least twenty-five (25%) percent of the total Association vote. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting, except as stated in the notice.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail or to cause to be delivered to each Member a notice of each annual or special meeting of the Association stating the purpose of the special meeting, as well as the time and place where it is to be held. If a Member wishes notice to be given at an address other than his or her residence located in the Community, he or she shall have designated by notice in writing to the Secretary such other address. The mailing of such notice or delivery of such notice by leaving at the residence located in the Community in the manner provided in this Section shall be considered service of notice. Notices shall be served not less than seven (7) nor more than thirty (30) days before a special meeting and not less than twenty-one (21) nor more than sixty (60) days before an annual meeting.

Section 5. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member, whether in person or by proxy, shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order.

Section 6. Adjournment of Meetings. If any meetings of the Association cannot be held because a quorum is not present, a Majority of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 7. Voting. At all meetings of the Members, voting may be by voice vote or ballot. Each Member shall be entitled to one equally weighted vote per lot owned in the Community, which vote may be cast by the Member, the Member's spouse, or by a lawful proxy as provided below. When more than one (1) Person owns a lot in the Community, the vote for such lot shall be exercised as they determine between or among themselves, but in no event shall more than one (1) vote be cast with respect to any lot in the Community. If only one (1) co-owner attempts to cast the vote for the lot, it shall be conclusively presumed that such co-owner is authorized on behalf of all co-owners to cast the vote for such lot. In the event of disagreement between or among co-owners and an attempt by

two (2) or more of them to cast such vote or votes, such Persons shall not be recognized and such vote or votes shall not be counted. No Member shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors, if that Member is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association or if the Member has had its voting rights suspended for the infraction of any provision of these By-Laws, the Declaration or any rule of the Association. If the voting rights of a Member have been suspended, that Member shall not be counted as an eligible vote for purposes of establishing a Majority or a quorum.

Section 8. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing, dated, and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon termination of the membership of the Member, or upon receipt of notice by the Secretary of the death or judicially declared incompetence of a Member, or of written revocation, or upon the expiration of eleven (11) months from the date of the proxy.

Section 9. Action Without a Meeting. In the Board's discretion, any action that may be taken by the Association Members at any annual, regular, or special meeting may be taken without a meeting if the Board delivers a written consent form or written ballot to every Member entitled to vote on the matter.

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

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

(b) Written Consent. Approval by written consent shall be valid only when the number of written consents received equals or exceeds the requisite majority of the voting power for such action. Executed written consents shall be included in the minutes or filed with the Association's records. If an action of the Members is approved by written consent hereunder, the Board shall issue written notice of such approval to all Members who did not sign written consents. Membership approval shall be effective ten (10) days after written notice is issued.

Section 10. Quorum. The presence, in person or by proxy, of Members holding at least twenty-five (25%) percent of the total eligible Association vote shall constitute a quorum at all meetings of the Association. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

Section 11. Order of Business. At all meetings of the Association, Roberts Rules of Order (latest edition) shall govern when not in conflict with these bylaws or the Articles of Incorporation.

Article III

Board of Directors: Number, Powers, Meetings

A. Composition and Selection.

Section 1. Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors. Except as provided in Section 2 of this Article, the directors shall be Members or spouses of such Members; provided, however, no Person and his or her spouse or co-Owner may serve on the Board at the same time.

Section 2. Directors Appointed by Developer. Developer shall have the right to appoint or remove all members of the Board of Directors and all officers of the Association until such time as the first of the following events shall occur: (a) the date on which one hundred (100%) percent of the lots in the Ruby Forest subdivision intended for construction of dwellings have been conveyed to Persons who have not purchased such lots for the purpose of construction of a residence and resale of such lot and residence; or (b) the surrender by Developer in writing of the authority to appoint and remove directors and officers of the Association. Each Member, by acceptance of membership, vests in Developer this authority to appoint and remove directors and officers of the Association. The directors and officers appointed by the Developer need not be Members. The names of the initial directors selected by the Developer are set forth in the Articles of Incorporation of the Association.

Section 3. Number of Directors. Except for directors appointed by the Developer, the Board shall consist of not less than five (5) nor more than seven (7) members, the number to be determined by Board resolution.

Section 4. Nomination of Directors. Except with respect to directors appointed by the Developer, nominations for election to the Board of Directors shall be made from the floor of the meeting at which director elections are held. Nominations also may be made by a nominating committee, if appointed by the Board. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members.

Section 5. Election and Term of Office. Not later than thirty (30) days after termination of the Developer's right to appoint directors and officers as described in Section 2 of this Article, the Association shall call a meeting to be held at which Members shall elect directors. Each director shall be elected to serve for a term of one (1) year or until his or her successor is elected. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Association.

At each annual meeting of the Membership, directors shall be elected to succeed those directors whose terms are expiring. Each Member shall be entitled to cast one vote with respect to each vacancy to be filled from each slate on which the Member is entitled to vote. There shall be no cumulative voting. The candidate(s) receiving the most votes shall be elected.

Section 6. Removal of Directors. At any regular or special meeting of the Association duly called, any one or more directors may be removed, with or without cause, by Members holding a Majority of the votes entitled to be cast for the election of that director and a successor may then and there be elected by the Members entitled to elect that director in order to fill the vacancy thus created. A director whose removal has been proposed by the Members shall be given at least ten (10) days' notice of the calling of the meeting and its purpose and shall be given an opportunity to be heard at the meeting. Additionally, any director who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of an assessment for more than thirty (30) days may be removed by a Majority vote of the directors at a meeting, a quorum being present. In the event of the death, disability, or resignation

of a director, a vacancy may be declared by the Board, and it may appoint a successor. This Section shall not apply to directors appointed by Developer.

Section 7. Vacancies. Vacancies in the Board of Directors caused by any reason, excluding the removal of a director by vote of the Association, shall be filled by a vote of the Majority of the remaining directors, even though less than a quorum, at any meeting of the Board of Directors. Each director so selected shall serve the unexpired portion of the term of his predecessor.

B. Meetings.

Section 8. Organization Meetings. The first meeting of the Board of Directors following each annual meeting of the membership shall be held within ten (10) days at the time and place determined by the Board.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a Majority of the directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the regular schedule shall constitute sufficient notice of the meetings.

Section 10. Special Meetings. Special Board meetings may be called by the President on three (3) days' notice to each director given by mail, in person, by telephone, or by facsimile transmission, which notice shall state the time, place, and purpose of the meeting. Special Board meetings shall be called by the President, Vice President, Secretary, or Treasurer in like manner and on like notice on the written request of at least two (2) directors.

Section 11. Waiver of Notice. Any director may, at any time, in writing, waive notice of any Board meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any Board meeting 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 Board meeting, no notice shall be required and any business may be transacted at such meeting.

Section 12. Conduct of Meetings. The President shall preside over all Board meetings, 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. The presence of directors entitled to cast one-half of the votes of the Board shall constitute a quorum for the transaction of business. One or more directors who participate in a meeting by means of telephone or electronic communication shall be deemed present and in attendance for all purposes at such meeting, provided all persons participating in the meeting can hear each other.

Section 13. Compensation. No director shall receive any compensation from the Association for acting as a director unless approved by a Majority of the Members. Directors may be reimbursed for the expenses incurred in carrying out their duties as directors upon Board approval of such expenses and directors may be provided gifts of nominal value not to exceed \$100.00 in any year as appreciation for services performed, such as awards, plaques or other items.

Section 14. Open Meetings. All meetings of the Board shall be open to all Members, but Members other than directors or officers may not participate in any discussion or deliberation unless expressly so authorized by the Board.

Section 15. Executive Session. The Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

Section 16. Action Without A Formal Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by a Majority of the directors. The written consents shall be filed with the minutes of the Board.

C. Powers and Duties.

Section 17. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Articles or these Bylaws directed to be done and exercised exclusively by the Members. In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to and be responsible for the following, in way of explanation, but not limitation:

(a) preparing and adopting an annual budget in which there shall be established the contribution of each Member to the Common Expenses;

(b) making assessments to defray the Common Expenses, establishing the means and methods of collecting the assessments, and establishing the period of the installment payments of the annual assessment;

(c) providing for the operation, care, upkeep, and maintenance of all areas which are owned by the Association;

(d) designating, hiring, and dismissing the personnel necessary for the operation of the Association and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a financial depository or institution which it shall approve, or otherwise investing the proceeds in accordance with any limitations set forth in O.C.G.A. § 14-3-302, and using the proceeds to administer the Association;

(f) making and amending rules and regulations and imposing sanctions for violation thereof, including reasonable monetary fines;

(g) opening of bank accounts on behalf of the Association and designating the signatories required;

(h) enforcing by legal means the provisions of these Bylaws, and the rules and regulations adopted by it, and bring any proceedings which may be instituted on behalf of or against the Members concerning the Association;

(i) obtaining and carrying insurance against casualties and liabilities, as provided herein, and paying the premium cost;

(j) paying the cost of all services rendered to the Association or its Members which are not directly chargeable to Members;

(k) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, and specifying the maintenance and repair expenses and any other expenses incurred;

(l) contracting with any Person for the performance of various duties and functions. Any and all functions of the Association shall be fully transferable by the Board, in whole or in part, to any other entity; and

(m) at such time as Developer either no longer owns any property in Ruby Forest Subdivision or Developer voluntarily surrenders in writing authority to appoint the Architectural Control Committee, the Board of Directors shall have the power to act as or appoint the Architectural Control Committee defined under the Declaration.

Section 18. Management Agent. The Board may employ for the Association a professional management agent or agents at a compensation established by the Board to perform such duties and services as the Board shall authorize.

Section 19. Borrowing. The Board of Directors shall have the power to borrow money for the purpose of maintenance, repair, restoration or improvement of the Common Property and facilities or for any other purpose, with the approval of a Majority of the eligible Permanent Members voting in person or by proxy at a duly called meeting or by ballot. Loans may not use the recreation property as collateral.

#### Article IV Officers

Section 1. Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer. Any two (2) or more offices may be held by the same Person, excepting the offices of President and Secretary. The President and Treasurer shall be elected from among the members of the Board of Directors.

Section 2. Election, Term of Office, and Vacancies. Except during the period in which the Developer has the right to appoint the officers of the Association under Article III, Section 2 of these Bylaws, the officers of the Association shall be elected annually by the Board at the first Board meeting following each annual meeting of the Members. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 3. Removal. Any officer may be removed by a Majority of the Board of Directors whenever, in its judgment, the removal will serve the best interests of the Association.

Section 4. President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board of Directors. The President shall have all the general powers and duties which are incident to the office of the president of a corporation organized under the Georgia Nonprofit Corporation Code.

Section 5. Vice President. The Vice President shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Board of Directors and shall have charge of such books and papers as the Board of Directors may direct and shall, in general, perform all duties incident to the office of the secretary of a corporation organized in accordance with Georgia law.

Section 7. Treasurer. The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Association or the managing agent in such depositories as may from time to time be designated by the Board of Directors.

Section 8. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

#### Article V Committees

Section 1. General. The Board is authorized to establish committees to perform those tasks and to serve for those periods that it designates. Each committee shall be composed and shall operate in accordance with the terms of the resolution of the Board designating the committee or with rules adopted by the Board.

Section 2. Other Committees. The Board shall be authorized to establish such other Committees as it deems appropriate.

#### Article VI Rule Making and Enforcement

Section 1. Authority and Enforcement. The Community shall be used only for those uses and purposes set out in the Declaration. The Board shall have the authority to make, modify, repeal and enforce reasonable rules and regulations governing the conduct, use, and enjoyment of the Common Property; provided, copies of all such rules and regulations shall be furnished to all Members. Any rule or regulation may be repealed by the affirmative vote or written consent of a Majority of the total Association vote at an annual or special meeting of the membership.

Every Member shall comply with the Declaration, Bylaws and rules and regulations of the Association, and any lack of compliance shall entitle the Association to take action to enforce the terms of the Declaration, Bylaws or rules and regulations.

#### Section 2. Guests.

(a) "Guest" is defined as a person who does not reside within Ruby Forest Subdivision and who is using the Common Property at the invitation of a Member. Residents of Ruby Forest Subdivision are not eligible to be guests.

(b) The Board may establish regulations as to the number of guests allowed, the frequency of visits by guests to Association facilities, the fees charged for such guests and any other issues concerning guests and the use thereby of the Association facilities.

Section 3. Suspension. Any Member, member of the family of a Member or Member's tenant or guest may be suspended and denied use of the Association's Common Property for acts and conduct prejudicial to the best interest of the Association and its Members. Suspension for such reasons shall not exceed thirty (30) days and shall not be the cause of abatement or proration of dues, fees or assessments. In addition, membership may be terminated for nonpayment of dues. Suspension or termination shall be effective upon giving of the notice or such later date as may be specified in the notice. The Board of Directors is authorized to determine suspensions and terminations.

Section 4. Suspension Procedure. The Board shall not suspend any rights to use the Common Property unless and until notice of the suspension and violation is given as provided in subsection 5(a) below. Any such suspension may be effective or commence upon the sending of such notice or such later date as may be set forth in such notice, notwithstanding the violator's right to request



a hearing before the Board to challenge such suspension under subsection 5(b) below.

Section 5. Fining Procedure. The Board shall not impose a fine against a Member (a late charge shall not constitute a fine) unless and until notice of the violation is given as provided in subsection 5(a) below.

(a) Notice. Written notice shall be sent or delivered to the violator identifying the violation and fine(s) being imposed and advising the violator of the right to request a hearing before the Board to contest the violation or fine(s) or to request reconsideration of the fine(s). Fine(s) may be effective or commence upon the sending of such notice or such later date specified in such notice, notwithstanding the violator's right to request a hearing before the Board to challenge the fine. In the event of a continuing violation, each day the violation continues or occurs again constitutes a separate offense, and fines may be imposed on a per diem basis without further notice to the violator.

(b) Hearing. If a hearing is timely requested, it shall be held before the Board in executive session giving the violator a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing.

Section 6. Additional Enforcement Rights. The Association also may enforce the Bylaws or the rules and regulations by self-help, or enforce the Declaration, Bylaws or rules by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity for compliance with the procedure set forth in Section 5 of this Article. In any such action, to the maximum extent permissible, the Member, Owner or occupant responsible for the violation for which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

#### Article VII Miscellaneous

Section 1. Fiscal Year. The fiscal year of the Association shall be determined by resolution of the Board. In the absence of such a resolution, the fiscal year shall be the calendar year.

Section 2. Conflicts. If there are conflicts or inconsistencies between the provisions of Georgia law, the Articles of Incorporation, these Bylaws and the Operating Policies, then the provisions of Georgia law, the Articles of Incorporation, the Bylaws, and the Operating Policies (in that order) shall prevail.

Section 3. Amendment. These Bylaws may be amended by a majority of the directors and Members holding a Majority of the Association vote. No provision of these Bylaws which reserves or grants special rights to the Developer shall be amended without the Developer's prior written consent so long as the Developer owns any property in the Community primarily for development and/or sale.

Section 4. Liability and Indemnification of Officers and Directors. The Association shall indemnify every officer and director against any and all expenses, including attorney's fees, reasonably incurred by or imposed upon such officer or director in connection with any action, suit, or other proceeding (including settlement of any such action, suit, or proceeding, if approved by the then Board of Directors) to which he or she may be made a party by reason of being or having been an officer or director, whether or not such person is an officer or director at the time such expenses are incurred. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, or for injury or damage caused by any such officer or director in the performance of his or her duties, except for his or her own individual willful misfeasance or malfeasance. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or

directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and, if obtainable, officers' and directors' liability insurance to fund this obligation.

Section 5. Notices. Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first class postage prepaid:

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

(b) If to the Association or the Board, at the principal office of the Association, or at such other address as shall be designated in writing and filed with the Secretary.

Section 6. Severability. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws.

Section 7. 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 Bylaws or the intent of any provision thereof.

Section 8. Gender and Grammar. The use of the masculine gender in these Bylaws 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.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of Ruby Forest Homeowners' Association, Inc., a Georgia corporation;

That the foregoing By-Laws constitute the By-Laws of said Association, as duly adopted by the Board of Directors of the Association on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

RUBY FOREST HOMEOWNERS'  
ASSOCIATION, INC.

\_\_\_\_\_  
Secretary

[CORPORATE SEAL]