

STATE OF GEORGIA

SECOND AMENDED BYLAWS OF
RUBY FOREST HOMEOWNERS' ASSOCIATION, INC.

WHEREAS, Article VII, Section 3 of the Bylaws of Ruby Forest Homeowners' Association, Inc. ("Association") provides for the amendment of the Bylaws by a majority of the Association directors and members holding a majority of the Association vote;

WHEREAS, at least a majority of the Association directors and members of the Association holding a majority of the Association vote desire to amend the Bylaws and have approved this amendment;

NOW THEREFORE, the Bylaws for the Ruby Forest Homeowners' Association, Inc. are hereby amended as follows:

1.

Article I, Section 2 is hereby amended by deleting the Section in its entirety and substituting the following therefore:

Section 2. Membership. The Association shall have the following classes of membership:

1. ***Permanent Full Members*** means Lot Owner who may exercise all the rights and privileges afforded under these bylaws or by the Board of Directors, including the right to use the Association's recreational facilities. Permanent Full Membership shall also authorize the Full Member to vote on all Association matters, to hold office in the Association, to serve on committees of the Association, to reserve and rent the Association's clubhouse (subject to procedures and regulations as may be adopted by the Board), and to attend Association's social functions. Lot Owners whose Lots are submitted Permanent Full Membership in the Association have executed written consent recorded in the Gwinnett County, Georgia land records as provided in the Declaration as amended. Permanent Full Membership shall be appurtenant to and may not be separated from ownership of any such Permanent Full Membership Lot.

2. ***Permanent Civic Members***. Permanent Civic Membership may be offered in the discretion of the Board. Permanent Civic Members are Lot owners who may exercise all the rights and privileges afforded to Full Members, except that no more than two (2) Civic Members shall served on the Board at one time. Furthermore, Civic Members shall not be authorized to:

(a) Use the Association's recreational facilities, except the Civic Members may reserve and rent the clubhouse (subject to such

procedures and regulations as may be adopted by the Board, excluding the pool and tennis courts) and may attend Board-approved social functions; or

(b) Vote on any matter involving or related to the use, maintenance or operation of the Association's recreational facilities.

Permanent Civic Members have consented to continuous and mandatory Civic Membership in the Association until such time that the Lot is subjected to Permanent Full Membership upon conveyance to a third party by written consent recorded in the Gwinnett County, Georgia land records as provided in the Declaration as amended. Permanent Civic Membership shall be appurtenant to and may not be separated from ownership of any such Permanent Civic Membership Lot.

3. **Voluntary Full Members** are Lot Owners who may Exercise all the rights and privileges afforded under these bylaws or by the Board of Directors, including the right to use the Association's recreational facilities. Voluntary Full Membership shall also authorize the Full Member to vote on all Association matters, to hold office in the Association, to serve on committees of the Association, to reserve and rent the Association's clubhouse (subject to procedures and regulations as may be adopted by the Board), and to attend Association's social functions. Voluntary Full Members have not subjected their Lots to Permanent Membership in the Association by written consent recorded in the Gwinnett County, Georgia land records.

4. **Voluntary Civic Members.** Voluntary Civic Membership may be offered in the discretion of the Board. Voluntary Civic Members are Lot Owners who may exercise the rights and privileges afforded under these bylaws or by the Board of Directors to Permanent Civic Members. Voluntary Civic Members have not subjected their Lots to Permanent Membership in the Association by written consent recorded in the Gwinnett County, Georgia land records.

5. **Pledged Members** are lot owners who are not yet Members of the Association and whose Lots have not yet been subjected to Permanent Membership in the Association; however, a Pledged Member has subjected his Lot to Permanent Full Membership upon conveyance to a third party that is appurtenant to and runs with title to a Lot by virtue of a written consent, recorded in the Gwinnett County, Georgia land records. Pledged Members shall not be afforded any privileges and rights of Membership in the Association.

Membership shall be subject to the payment of dues established by the Board in accordance with the Declaration as amended 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. The

foregoing definitions of membership are not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate an Owner's membership. No owner, whether one or more Persons, shall have more than one (1) membership per Lot owned. In the event of multiple Owners of a Lot, votes and rights of use and enjoyment shall be as provided in the Declaration as amended and in the Bylaws. Any rights and privileges of membership, including the right to vote and to hold office, may be exercised by a Member's spouse, but in no event shall more than one (1) vote be case nor office held for each Lot owned.

2.

Article I, Section 3(i) is hereby amended by deleting the Section in its entirety and substituting the following therefore:

. (i) "Member" shall mean those persons who are members of the Association as provided herein consisting of the following classes of membership:

1. ***Permanent Full Member*** shall mean a Lot Owner who may exercise all the rights and privileges afforded under these bylaws or by the Board of Directors, including the right to use the Association's recreational facilities. Permanent Full Membership shall also authorize the Full Member to vote on all Association matters, to hold office in the Association, to serve on committees of the Association, to reserve and rent the Association's clubhouse (subject to procedures and regulations as may be adopted by the Board), and to attend Association's social functions. Lot Owners whose Lots are submitted Permanent Full Membership in the Association have executed written consent recorded in the Gwinnett County, Georgia land records as provided in the Declaration as amended. Permanent Full Membership shall be appurtenant to and may not be separated from ownership of any such Permanent Full Membership Lot.

2. ***Permanent Civic Member.*** Permanent Civic Membership may be offered in the discretion of the Board. "Permanent Civic Member" shall mean a Lot owner who may exercise all the rights and privileges afforded to Full Members, except that no more than two (2) Civic Members shall served on the Board at one time. Furthermore, Civic Members shall not be authorized to:

(a) Use the Association's recreational facilities, except the Civic Members may reserve and rent the clubhouse (subject to such procedures and regulations as may be adopted by the Board, excluding the pool and tennis courts) and may attend Board-approved social functions; or

(b) Vote on any matter involving or related to the use, maintenance or operation of the Association's recreational facilities.

Permanent Civic Members have consented to continuous and mandatory Civic Membership in the Association until such time that the Lot is subjected to Permanent Full Membership upon conveyance to a third party by written consent recorded in the Gwinnett County, Georgia land records as provided in the Declaration as amended. Permanent Civic Membership shall be appurtenant to and may not be separated from ownership of any such Permanent Civic Membership Lot.

3. ***Voluntary Full Member*** shall mean a Lot Owner who may Exercise all the rights and privileges afforded under these bylaws or by the Board of Directors, including the right to use the Association’s recreational facilities. Voluntary Full Membership shall also authorize the Full Member to vote on all Association matters, to hold office in the Association, to serve on committees of the Association, to reserve and rent the Association’s clubhouse (subject to procedures and regulations as may be adopted by the Board), and to attend Association’s social functions. Voluntary Full Members have not subjected their Lots to Permanent Membership in the Association by written consent recorded in the Gwinnett County, Georgia land records.

4. ***Voluntary Civic Member.*** Voluntary Civic Membership may be offered in the discretion of the Board. “Voluntary Civic Member” shall mean a Lot Owner who may exercise the rights and privileges afforded under these bylaws or by the Board of Directors to Permanent Civic Members. Voluntary Civic Members have not subjected their Lots to Permanent Membership in the Association by written consent recorded in the Gwinnett County, Georgia land records.

5. ***Pledged Member*** shall mean a lot owner who is not yet a Member of the Association and whose Lot has not yet been subjected to Permanent Membership in the Association; however, a Pledged Member has subjected his Lot to Permanent Full Membership upon conveyance to a third party that is appurtenant to and runs with title to a Lot by virtue of a written consent, recorded in the Gwinnett County, Georgia land records. Pledged Members shall not be afforded any privileges and rights of Membership in the Association.

3.

Article I, Section 3(1) is hereby amended by deleting the Section in its entirety and substituting the following therefore:

- (1) “Declaration” means the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Ruby Forest, filed in Gwinnett County Records.

4.

Article I shall be amended to add section “4” which shall state as follows:

4. Applicability. These Bylaws provide for the self-government of Ruby Forest Homeowners’ Association, Inc. in accordance with the Georgia Property Owners’ Association Act (“Act”), the Articles of Incorporation filed with the Secretary of State and the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Ruby Forest, recorded in Gwinnett County, Georgia land records (“Declaration”).

5.

Article II, Section 7 is hereby amended by deleting the last sentence of the Section (amended pursuant to the (First) Amendment to the Bylaws of Ruby Forest Homeowners’ Association, Inc.) in its entirety and adding the following to the end thereof:

Notwithstanding the above, Civic Members (both Permanent and Voluntary) shall not be authorized to vote on any matters involving or related to use, maintenance or operation of the recreational facilities, only Full Members shall be authorized to vote on such matters.

6.

Article III, Section 17 is hereby amended by adding section “n” to the end thereof and deleting the following sections “f , g and i,” in their entirety and replacing said sections with the following:

- (f) making and amending rules and regulations and imposing sanctions for violation thereof, including, but not limited to, suspending the voting rights and the right to use and enjoy the recreational facilities and imposing reasonable monetary fines;
- (g) opening of bank or other financial accounts on behalf of the Association, designating the signatories required for such accounts and causing all officers, agents or employees having fiscal responsibilities to be bonded, as the Board of Directors deems appropriate;
- (i) obtaining and carrying insurance against casualties and liabilities, as provided in the Act and the Declaration, and paying the premium thereof;
- (n) making or contracting for the making of repairs, additions, and improvements to, or alterations of the Common Property in accordance with the other provisions of the Declaration and these Bylaws, after damage or destruction by fire or other casualty.

7.

Article VII, Section 3 is hereby amended by deleting the first sentence thereof and substituting the following therefore:

3. Amendment. Except where a higher vote is required for action under a particular provision on the Declaration or Bylaws, these Bylaws may be amended by the agreement of Lot Owners of lots to which sixty-six and two-thirds percent (66 2/3 %) of the votes in the association pertain. Notice of a meeting, if any, at which an amendment will be considered shall state that fact and the subject matter of the proposed amendment. No amendment shall become effective until it is certified by the President and Secretary of the Association and recorded in the Gwinnett County, Georgia land records. Any amendment duly certified and recorded (containing any additional signatures required by the Declaration) shall be conclusively presumed to have been duly adopted in accordance with the Declaration and Bylaws. Owners whose voting rights have been suspended pursuant to the Declaration or these Bylaws shall not be counted as eligible votes toward the amendment requirement.

Any action to challenge the validity of an amendment adopted under this Section must be brought within one (1) year of the amendment's effective date. No action to challenge any such amendment may be brought after such time.

IN WITNESS WHEREOF, the undersigned officers of Ruby Forest Homeowners' Association, Inc. hereby certify that the above amendment to the Bylaws was duly adopted by the required majority of the Association, directors and membership.

This _____ day of _____, 2001.

RUBY FOREST HOMEOWNERS' ASSOCIATION, INC.

By: _____ (Seal)
President

Attest: _____ (Seal)
Secretary
[Corporate Seal]

Sworn to and subscribed
Before me this ____ day of
_____, 20____.

Witness

Notary Public

[Notary Seal]