

BYLAWS

ARTICLE I GENERAL

Section 1. Applicability. These Bylaws provide for the self-government of Harris Estates Homeowners Association, Inc., in accordance with applicable Georgia law, the Articles of Incorporation filed with the Georgia Secretary of State and Declaration Covenants, Conditions, Restrictions and Easements for Harris Estates Homeowners Association, recorded in the Coweta County, Georgia land records ("Declaration"), and, if submitted thereto by the Declaration, the Georgia Property Owners' Association Act (O.C.G.A. § 44-3-220 et seq.).

Section 2. Name. The name of the corporation is Harris Estates Homeowners Association, Inc. ("Association").

Section 3. Definitions. The terms used herein shall have their generally accepted meanings or such meanings as are specified in the Declaration.

Section 4. Membership. An Owner of a Lot shall automatically become a member of the Association upon taking title to the Lot and shall remain a member for the entire period of his or her ownership of such Lot privileges of the member. If title to a Lot is held by more than one (1) Person, the membership shall be shared by all co-Owners in the same proportion as the title, but there shall be only one (1) vote allocated to each membership and one (1) vote per Lot. The vote for a Lot owned by multiple co-Owners may be cast by any one co-Owner; provided, however, if multiple co-Owners attempt to cast conflicting votes, no vote shall be counted for that Lot on the matter in question. Membership does not 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 the Owner's membership. Membership shall be appurtenant to the Lot and shall be transferred automatically by conveyance of title to that Lot and may be transferred only in connection with the transfer of title. The Board may require new Owners to submit a copy of the recorded deed or other proof of ownership to update the official Association roster. Voting rights and membership privileges may be suspended in accordance with the Declaration, these Bylaws, and applicable Georgia law (including HB 220).

Section 5. Entity Member. In the event an Owner is a corporation, limited liability company, partnership, trust, or other legal entity not being a natural person or persons, then any natural person who is an officer, director, or other designated agent of such corporation, partner of such partnership, trustee (or designated representative) beneficiary or other designated agent of such trust, or manager or member of a limited liability company or representative of such other legal entity shall be eligible to represent such entity or entities in the affairs of the Association.

The Board may require any entity Owner to deliver a written corporate resolution, certificate of authority, or designation form executed by an authorized representative of the entity establishing such person's authority to vote or act on behalf of the entity.

Such person's relationship with the Association shall terminate automatically upon the termination of such person's relationship with the entity or entities which are the Owner, or upon transfer of title to the Lot. Termination of the person's relationship with the Association will create a vacancy in any elected or appointed position within the Association in which such person may have been serving, and such vacancy will be filled in accordance with Section 7 of these Bylaws. Upon the filling of any resulting Board vacancy, the Board shall update the Association's corporate registration with the Georgia Secretary of State within thirty (30) days in accordance with state statutory requirements.

Section 6. Voting. Each Lot shall be entitled to one (1) equally weighted vote, which vote may be cast in person, virtually/electronically, by the Owner, the Owner's spouse or by a lawful proxy as provided below. When more than one (1) Person owns a Lot, 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. and votes may not be split. If only one (1) co-owner attempts to cast the vote for a 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 co-owners to cast conflicting votes for the same Lot, the vote for such Lot shall be deemed void and shall not be counted on that matter.

No Owner shall be eligible to vote (whether in person, electronically, or by proxy), act as a proxy for another member, or be elected to or serve on the Board of Directors if that Owner is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in the payment of any regular or special assessment to the Association, in accordance with applicable Georgia law (including O.C.G.A. § 44-3-220 et seq. and HB 220). Voting rights may not be suspended for non-payment of fines or administrative fees alone. If the voting rights of an Owner have been lawfully suspended, that Owner (and the vote appurtenant to such Lot) shall not be counted as an eligible vote for purposes of establishing a Majority, a quorum, or for any other voting calculation.

~~such Persons shall not be eligible to vote, either in person or by proxy, or to act as proxy for any other member or to be elected to the Board of Directors, if that Owner is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in the payment of any regular or special assessment to the Association, in any payment due to the Association or if the Owner has had its voting rights suspended for the infraction of any provision of the Declaration, the Bylaws, or any rule of the Association. If the voting rights of an Owner have been suspended, that Owner shall not be counted as an eligible vote for purposes of establishing a Majority or a quorum, or for any other purpose.~~

Section 7. Majority. As used in the Bylaws, the term "majority" shall mean those votes, Owners, or other group as the context may indicate totaling more than fifty percent (50%) of the total number of eligible votes, Owners, or other group, respectively. ~~For purposes of calculating any majority or quorum requirement, any Owner whose voting rights have been suspended in accordance with these Bylaws or the Declaration shall not be considered an eligible vote, and such vote shall be excluded from the total number of eligible votes.~~ Unless otherwise specifically stated, the words "majority vote" mean more than fifty percent (50%) of those voting in person, ~~or~~ by proxy, or ~~by ballot (including electronic voting)~~. Except as otherwise specifically provided in the Declaration of these Bylaws, all decisions shall be by majority vote.

Section 8. Purpose. The Association shall have the responsibility of administering the Community, establishing the means and methods of collecting the contributions to the Common Expenses, ~~in accordance with applicable Georgia law (including assessment application and notice requirements under O.C.G.A. § 44-3-220 et seq. and the Georgia Property Owners' Bill of Rights Act)~~, arranging for the management of the Community and performing all the other acts that may be required to be performed by the Association pursuant to the Georgia Nonprofit Corporation Code, ~~the Georgia Property Owners' Association Act (if applicable)~~, and the Declaration. ~~The exercise of these powers shall be contingent upon the Association maintaining active annual registration with the Georgia Secretary of State as required by law.~~ Except as to those matters which the Declaration or the Georgia Nonprofit Corporation Code specifically require to be performed by the vote of the Association membership, the administration of the foregoing responsibilities shall be performed by the Board of Directors as more particularly set forth below.

Section 9. Electronic Documents and Signatures.

- (a) Documents. Whenever these Bylaws require that a document, record or instrument be "written" or "in writing," the requirement is deemed satisfied by an Electronic Document. "Electronic Document" mean information created, transmitted, received, or stored by electronic means and retrievable in human perceivable form, such as email, web pages, electronic documents, facsimile transmissions, ~~or electronic voting platform records~~. Records, documents and instruments shall not be denied effect or validity solely on the grounds that they are electronic.
- (b) Signatures. Whenever these Bylaws require a signature, ~~proxy, or ballot~~, an electronic signature ~~or digital vote submission~~ satisfies that requirement only if: (1) the signature ~~or vote~~ is easily recognizable as a Secure Electronic Signature ~~or verified electronic submission~~ which is capable of verification, under the sole control of the signatory, and attached to the electronic document in such a way that the document cannot be modified without invalidating the signature; or (2) the Board reasonably believes that the signatory affixed the signature ~~or submitted the electronic ballot~~ with the intent to sign the Electronic Document, and that the Electronic Document has not been modified since the signature was affixed.
- (c) ~~Electronic Notice Opt-In.~~ Delivery of official Association notices by electronic transmission (such as email) shall be valid provided the Owner has consented in writing to receive notices electronically or has provided an official email address to the Association for notice purposes, ~~in accordance with applicable Georgia law.~~
- (d) Verification and Liability for Falsification. The Board may require reasonable verification of any electronic signature, document, record, or instrument. Pending verifications, the Board may refuse to

accept any electronic signature, document, record or instrument ~~which the Board reasonably believes is not authentic. in the Board's sole discretion, is not clearly authentic.~~ Neither the Board nor the Association shall be liable to any Member or any other Person for accepting or acting in reliance upon an electronic signature or Electronic Document which the Board reasonably believes to be authentic. Any Member or Person who negligently, recklessly or intentionally submits any falsified Electronic Document or unauthorized electronic signature shall fully indemnify the Association for actual damages, reasonable attorneys' fees and expenses incurred as a result of such acts.