

After Recording Return To:
Loeder, Larkin & Hunter, LLC
5900 Windward Parkway, Suite 390
Alpharetta, Georgia 30005
Attn: Brendan R. Hunter

Cross Reference:
Deed Book 31294, Page 659

STATE OF GEORGIA

COUNTY OF FULTON

**NOTICE OF FILING THE AMENDED AND RESTATED BYLAWS OF SENTINEL ON
THE RIVER HOMEOWNERS AND RECREATION ASSOCIATION, INC.**

This Notice of Filing the Amended and Restated Bylaws of Sentinel on the River Homeowners and Recreation Association, Inc. (hereafter referred to as "Notice") is made on the date set below.

Personally appeared before the undersigned attesting officer duly authorized by law to administer oaths, the undersigned deponent who, after being first duly sworn on oath deposes and states as follows:

- 1) Deponent is the President of Sentinel on the River Homeowners and Recreation Association, Inc.
- 2) Deponent is duly qualified and authorized to make this Affidavit on his personal knowledge.
- 3) Deponent states that attached to this Notice as Exhibit "A" is a true and correct copy of the Amended and Restated Bylaws of Sentinel on the River Homeowners and Recreation Association, Inc.

Dated this 3rd day of January, 2013.

SENTINEL ON THE RIVER HOMEOWNERS
AND RECREATION ASSOCIATION, INC.

Signature of President

Print Name: JORSTAN SLOTHOUSE

Sworn to and subscribed before me
this 3rd day of January, 2012.

Witness:

Jason D Moore
Notary Public

1/3/2013

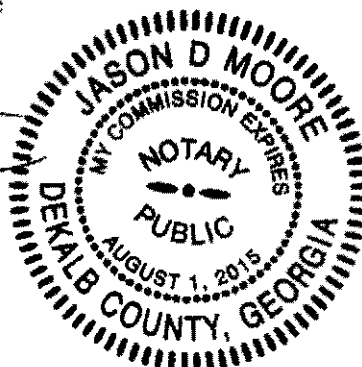
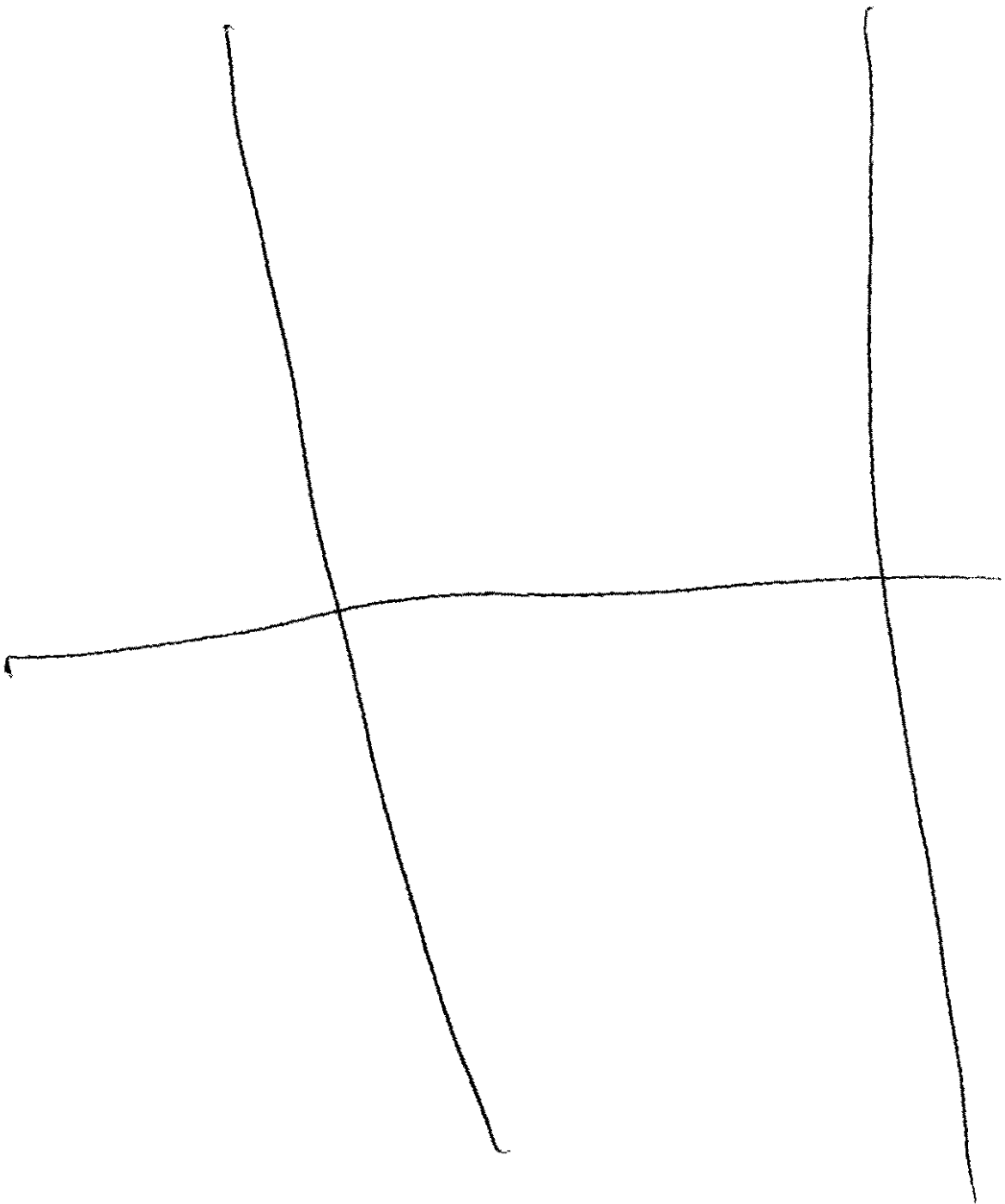


EXHIBIT "A"



**AMENDMENT TO BYLAWS OF SENTINEL ON THE RIVER
HOMEOWNERS AND RECREATION ASSOCIATION, INC.**

This Amendment to the Bylaws of Sentinel on the River Homeowners Association, Inc. (hereinafter, the "Bylaws") is made on the 8 day of March, 2007, by Sentinel on the River Homeowners and Recreation Association, Inc. (hereinafter, the "Association").

WITNESSETH

WHEREAS, Sentinel on the River is a residential subdivision created pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Sentinel on the River, recorded at Deed Book 12725, Page 262, et seq., Fulton County, Georgia records (hereinafter, as amended, the "Original Declaration");

WHEREAS, the Original Declaration has been amended and restated as set forth in that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sentinel on the River, recorded in Deed Book 31294, Page 659, Fulton County, Georgia records (hereinafter, as amended, the "Declaration");

WHEREAS, the Association is the "Association" as said term is used and defined in the Declaration;

WHEREAS, Bylaws of the Association have been adopted to govern the corporate affairs of the Association;

WHEREAS, pursuant to Article VIII, Section 8.2 of the Bylaws, said Bylaws may be amended by the affirmative vote of a majority of all of the directors; and

WHEREAS, the following Amendment has been approved by a majority of all of the directors as evidenced by the Certificate of Approval attached hereto as Exhibit "A" and by this reference made a part hereof;

NOW, THEREFORE, the Bylaws of Sentinel on the River Homeowners and Recreation Association, Inc. are hereby amended by striking said Bylaws, as previously amended, in their entirety and substituting therefor the following:

**AMENDED AND RESTATED BYLAWS OF
SENTINEL ON THE RIVER HOMEOWNERS
AND RECREATION ASSOCIATION, INC.**

ARTICLE I

Name, Applicability and Definitions

1.1 Name. The name of the Association shall be Sentinel on the River Homeowners and Recreation Association, Inc. (hereinafter sometimes referred to as the "Association").

1.2 Applicability. These Amended and Restated Bylaws of Sentinel on the River Homeowners Association, Inc. (hereinafter, the "Bylaws"). Bylaws provide for the governance of the Sentinel on the River Community, in accordance with the Articles of Incorporation for the Sentinel on the River Homeowners and Recreation Association, Inc. and the Declaration of Covenants, Conditions and Restrictions for Sentinel on the River, recorded in the Fulton County, Georgia records (hereinafter, as amended, the "Declaration") and are applicable to the Development and the Lots in the Development. These Bylaws are subject to the provisions of the Georgia Nonprofit Corporation Code, the Articles of Incorporation of the Association, and the Declaration.

1.3 Definitions. The words used in these Bylaws shall have the same meaning as set forth in the Declaration, unless the context shall prohibit. For purposes of these Bylaws, the term "Governing Documents" shall mean and refer to these Bylaws, the Declaration, the Articles of Incorporation of the Association and such Rules and Regulations and Design Standards as may be adopted from time to time in accordance with the Declaration.

ARTICLE II

Association: Meetings, Quorum, Voting, Proxies

2.1 Eligibility. The Association shall have one (1) class of membership, as is more fully set forth in the Declaration. Every Person who is the record owner of a fee or undivided interest in any Lot that is subject to the Declaration shall be deemed to have a membership in the Association. Members shall be entitled to one (1) vote for each Lot owned. The rights and privileges of membership, including the right to vote and hold office, may be exercised by a Member or by the Member's spouse, but in no event shall more than one (1) vote be cast nor office held for each Lot owned. For purposes of these Bylaws, the term "eligible vote" shall mean a vote in the Association which has not been suspended in accordance with the Declaration.

2.2 Annual Meetings. The Members shall annually hold an annual meeting, one of the purposes of which shall be to elect directors. The annual meeting shall be held during the month of November or December, on a day and at a time and place established by the Board. Notwithstanding the foregoing, the Board of Directors may cause the annual meeting to be on such other date in any year as they shall determine to be in the best interests of the Association, and any business transacted at said meeting shall have the same validity as if transacted at a meeting held during the months designated herein.

2.3 Special Meeting. It shall be the duty of the President to call a special meeting of the Members if so directed by (i) resolution of the Board of Directors or (ii) written request of Members entitled to at least twenty-five percent (25%) of the total eligible Association votes.

2.4 Delivery of Notice of Meetings. Notice of meetings shall be given to each lot owner at least twenty-one (21) days in advance of any annual or regularly scheduled meeting and at least seven (7) days in advance of any other meeting and shall state the time, place, and purpose of such meeting. Such notice shall be delivered personally or sent by United States mail, postage prepaid, to all Lot Owners of record at such address or addresses as designated by such Lot Owners or, if no other address has been so designated, at the address of their respective Lots.

2.5 Waiver of Notice. Waiver of notice of 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 a 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. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to lack of notice is raised before the business, of which proper notice was not given, is put to a vote.

2.6 Voting. The voting rights of the Members shall be as set forth in the Declaration, and such voting rights are specifically incorporated herein.

2.7 Voting List. A list of names and addresses and class designation of Members entitled to vote shall be maintained at the registered office of the Association.

2.8 Quorum. Subject to the terms of the Declaration, a quorum of Members for any meeting shall be deemed present throughout such meeting if Members represented in person or by proxy and holding at least twenty-five percent (25%) of the total eligible Association votes are present at the beginning of such meeting.

2.9 Adjournment. Any meeting of the Members may be adjourned from time to time by vote of the Members holding the majority of the votes represented at such meeting, regardless of whether a quorum is present. Any business which could be transacted properly at the original session of the meeting may be transacted at an adjourned session, and no additional notice of such adjourned session shall be required.

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

2.11 Consents. Any action required or permitted to be approved by the Members at a meeting may be approved without a meeting of Members if the action is approved by Members holding at least a majority of the total eligible Association vote. The action must be evidenced by one or more written consents describing the action taken, signed by those Members representing at least a majority of the total eligible Association vote, and delivered to the Association for inclusion in the minutes or filing with the corporate records.

2.12 Written Ballot. In the discretion of the Board, any action which may be taken at any annual, regular or special meeting of Members may be taken without a meeting if approved by written ballot as provided herein. The Association shall deliver a written ballot to each Member entitled to vote on the matter. The written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot of any action shall be valid when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting held to authorize such action and the number of approvals equal 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 indicate the number of responses needed to meet the quorum requirements, state the percentage of approvals necessary to approve each matter other than the election of directors and specify the time by which a ballot must be received by the Association in order to be counted. A timely written ballot received by the Association may not be revoked without the consent of the Board of Directors. The results of each action by written ballot shall be certified by the Secretary and shall be included in the minutes of meetings of members filed in the permanent records of the Association.

ARTICLE III

Board of Directors

3.1 Composition. The affairs of the Association shall be governed by the Board of Directors. The Board shall be composed of seven (7) persons who shall be Members of the Association or spouses of such Members; provided, however, that no Member and his or her spouse may serve on the Board at the same time. No Member (or spouse of such Member) who is more than thirty (30) days delinquent in the payment of any assessment

or other amount owed to the Association or whose voting rights have been suspended shall be eligible to run for or serve on the Board.

3.2 Term of Office. The directors shall be elected as provided in Section 3.7 of this Article. Directors shall serve for staggered terms of two (2) years such that the terms of no more than four (4) directors shall expire at any annual meeting. Directors shall hold office for the term for which he or she was elected and until his or her successors are elected and qualified or until his or her earlier resignation, death, or removal.

3.3 Removal of Directors by Members; Resignations. At any regular or special meeting of the Association duly called, any one or more of the directors may be removed with or without cause by a majority of the total Association vote and a successor may then be elected to fill the vacancy thus created for the term so remaining. Any director whose removal has been proposed by the Members shall be given at least seven (7) days notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting.

3.4 Vacancies. Vacancies in the Board caused by any reason except for 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 and any such director shall serve for the remainder of the term of the director being replaced.

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

3.6 Nomination. Nominations for election to the Board may be made prior to the annual meeting by a nominating committee appointed by the Board. Nominations shall also be accepted from the floor at the annual meeting.

3.7 Elections. Directors to be elected by the Members shall be elected, from among those nominated, by a plurality vote at the annual meeting, a quorum being present. Cumulative voting shall not be permitted.

3.8 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by the Board, but such meetings shall be held at least once every three (3) months. The Board shall meet within thirty (30) days after each annual meeting of Members.

3.9 Special Meetings. Special meetings of the Board may be called by the President on twenty-four (24) hours notice which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President, Secretary or Treasurer in like manner and on like notice on the written request of any director.

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

3.11 Quorum. At all meetings of the Board, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board. If at any meeting of the Board there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any 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.

3.12 Conduct of Meeting. The President shall preside over all meetings of the Board and the Secretary shall keep a minute book recording therein all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings.

3.13 Action Without a Meeting. Any action required or permitted to be taken at a Board of Directors' meeting may be taken without a meeting if the action is by a majority of the members of the Board. The action must be evidenced by one or more written consents describing the action taken, signed by no fewer than a majority of the directors, and delivered to the Association for inclusion in the minutes for filing with the Association records reflecting the action taken. Action taken under this subsection is effective when the last director signs the consent, unless the consent specifies a different effective date. A consent signed under this subsection has the effect of a meeting vote and may be described as such in any document.

3.14 Telephonic Participation. One (1) or more directors may participate in and vote during any regular or special meeting of the Board by telephone conference call or similar communication equipment by means of which all Persons participating in the meeting can hear each other at the same time, and whose directors so participating shall be present at such meeting. Any such meeting at which a quorum participates shall constitute a regular meeting of the Board.

3.15 Powers and Duties. The Board shall exercise for the Association all powers, duties and authority vested therein by the Governing Documents, except for such powers, duties and authority expressly reserved thereby to the members of the Association. Such powers of the Board shall include but shall not be limited to, the following:

- a. To elect and remove the officers of the Association as hereinafter provided;
- b. To administer the affairs of the Association;
- c. To engage the services of an agent (hereinafter sometimes referred to as the "Managing Agent") to maintain, repair, replace, administer and operate the Common Property, upon such terms and for such compensation as the Board may approve;
- d. To administer, manage and operate the Common Property, and to formulate policies therefor;
- e. To adopt rules and regulations, with written notice thereof to all Members, governing the details of the administration, management, operation and use of the Lots, the Common Property and the Development, and to amend such rules and regulations from time to time;
- f. To provide for the operation, care, upkeep, maintenance, repair, replacement and improvement of the Common Property and payments therefor, and to approve payment vouchers or to delegate such approval to the officers of the Association or the Managing Agent;
- g. To obtain adequate and appropriate kinds of insurance;
- h. To enter into contracts on behalf of the Association, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Common Property, and to delegate any such powers to a managing agent (and any employees or agents of a managing agent);
- i. To appoint committees and to delegate to such committees the Board's authority to carry out certain duties of the Board;
- j. To determine the fiscal year of the Association and to change said fiscal year from time to time as the Board deems advisable;
- k. To estimate the amount of, prepare, adopt and distribute the budget for the Association not less frequently than annually, to provide the manner of assessing, levying on and

collecting from members the general and special assessments, and to levy fines against one or more Lot Owners or occupants in accordance with the Governing Documents;

- l. To keep detailed, accurate record of the receipts and expenditures affecting the use and operation of the Common Property;
- m. To act in a representative capacity in relation to matters involving the Common Property on behalf of the Members, as their interests may appear;
- n. To enforce by legal means the provisions of the Governing Documents;
- o. To renew, extend or compromise indebtedness owed to or by the Association;
- p. At its discretion, to authorize occupants of Lots to use the Common Property for private parties and gatherings and, at its discretion, to impose reasonable charges for such private use; and
- q. To borrow money in such amounts, on such terms and for such purposes as the Board may determine, subject to any limitations contained in the Declaration.
- r. To exercise all other powers contemplated by the Georgia Nonprofit Corporation Code, the Georgia Property Owners Association Act and the Governing Documents, except for such powers as are expressly reserved to the Members.

ARTICLE IV

Officers

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

- a. A President, who shall be a director and who shall preside over the meetings of the Board and the Members, and who shall be the chief executive officer of the Association. He or she shall have all of the general powers and duties which are incident to the office of President of a corporation organized under the Georgia Nonprofit Corporation Code, including, without limitation, the power to execute contracts, promissory notes, deeds and other instruments which the Board has authorized to be executed;
- b. A Secretary, who shall be a director and who shall keep the minutes of all meetings of the Board and of the Members, and shall have charge of such books and papers as the Board may direct, and shall, in general, perform all the duties incident to the office of Secretary of a corporation organized under the Georgia Nonprofit Corporation Code;
- c. A Treasurer, who shall be a director and who shall have responsibility for the Association's funds and for keeping financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data and the manner in which such records and books are kept and reported; the Treasurer shall be responsible 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 and shall, in general, perform all of the duties incident to the office of Treasurer of a corporation organized under the Georgia Nonprofit Corporation Code; and
- d. Such additional officers as the Board shall see fit to elect.

Any two or more offices may be held by the same person, except the offices of President and Secretary.

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

4.3 Term of Office. Each officer shall be elected annually by the Board following the annual meeting of the Members and hold office for a term of one (1) year and until his successor shall have been elected and qualified.

4.4 Vacancies. Vacancies in any office shall be filled by the Board by a majority vote at any meeting of the Board. Any officer so elected by the Board to fill a vacancy shall hold office for a term equal to the unexpired term of the officer he succeeds.

4.5 Compensation. The officers shall receive no compensation for their services as officers, unless expressly provided for in a resolution duly adopted by the Members.

4.6 Removal. Upon the affirmative vote of a majority of the members of the Board, any officer may be removed either with or without cause, and his successor may be elected at any meeting of the Board.

ARTICLE V

Contractual Powers

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

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

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

ARTICLE VI

Indemnification

6.1 General. The Association shall, to the full extent permitted by Article 8 of the Georgia Nonprofit Corporation Code (O.C.G.A. §14-3-850 et. seq.) as the same may be amended from time to time, indemnify all persons whom it may indemnify pursuant thereto.

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

inure to the benefit of the heirs, executors, administrators, personal representatives, successors and assigns of such person or entity.

ARTICLE VII

Use Restrictions and Rule Making

The Board shall have the authority to make and to enforce reasonable Rules and Regulations governing the conduct, use and enjoyment of the Lots, the Common Property and the Development provided that copies of all such Rules and Regulations be furnished to all Members. The Board shall have the power to impose reasonable fines and to suspend a Member's right to vote or to use the Common Property for violation of any duty imposed under the Governing Documents and shall have all other remedies in respect to such violations provided under the Governing Documents or under applicable law.

ARTICLE VIII

Amendments

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

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

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

8.3 Proviso. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect or conflict with the Articles of Incorporation of the Association.

ARTICLE IX

Miscellaneous

9.1 Notice. 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 registered or certified mail, return receipt requested, first class postage prepaid:

- a. If to a Member, at the address which the Member has designated in writing and filled with the Secretary, or if no address has been designated, at the last known address of such Member; or
- b. If to the Association, the Board or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by the notice in writing to the members pursuant to this paragraph.

9.2 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.

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

9.4 Gender and Number. 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.

9.5 Fiscal Year. The fiscal year shall be set by resolution of the Board. In the absence of such a resolution, the fiscal year shall be the calendar year.

9.6 Audit. An audit of the accounts of the Association shall be made annually by a public accountant, and a copy of the report shall be furnished to each Member who requests a copy in writing.

9.7 Books and Records. The Association shall make available to all Members of the Association and to all holders, insurers or guarantors of first mortgages current copies of this Declaration and all other Governing Documents of the Association. The Association may impose a reasonable charge for reproduction of the foregoing documents. All other books and records of the Association shall be subject to inspection by the Members of the Association to the extent provided for and in accordance with the provisions and limitations set forth in the Georgia Non Profit Corporation Code. Notwithstanding the foregoing, the Association may prevent the inspection of records which the Board determines, in its sole discretion, are confidential in nature or legally privileged.

IN WITNESS WHEREOF, these Amended and Restated Bylaws of Sentinel on the River Homeowners and Recreation Association, Inc. have been executed on the date and year first above written.

SENTINEL ON THE RIVER HOMEOWNERS
AND RECREATION ASSOCIATION, INC., a
Georgia nonprofit corporation

Signed, sealed and delivered this
8th day of March, 2007
in the presence of:

Shandon M. Skinner
Unofficial Witness

Barbara S. Cowart
Notary Public expires 12/06/07

[NOTARY SEAL]

By: Elisabeth Gambill-Niksich
Print Name: Elisabeth Gambill-Niksich
Print Title: President

Attest: Wendy Light
Print Name: WENDY LIGHT
Print Title: Secretary [SEAL]

EXHIBIT "A"

CERTIFICATION OF APPROVAL

The undersigned officers of Sentinel on the River Homeowners and Recreation Association, Inc. hereby swear under oath that the above Amendment to the Bylaws was duly adopted and approved by a majority of all of the directors of the Association at a meeting duly called for such purpose and that all required notices were properly given.

Sworn to and subscribed before
me this 8th day of March,
2007.

Barbara S Cowart
Notary Public

Elisabeth Bambill-Nicksich
Elisabeth Bambill-Nicksich, President
Wendy Light
WENDY LIGHT, Secretary

My Commission Expires: 12/06/07

[NOTARY SEAL]