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STATE OF GEORGIA  
COUNTY OF FULTON

Cross Reference: Deed Book 33445  
Page 527

**AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM  
FOR  
METROPOLIS NORTH RESIDENTIAL  
CONDOMINIUM**

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Prepared by:  
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**IMPORTANT NOTICE:**

THE CONDOMINIUM FORM OF OWNERSHIP HAS BEEN ESTABLISHED FOR THE PROPERTY DESCRIBED HEREIN PURSUANT TO GEORGIA CONDOMINIUM ACT, O.C.G.A. SECTION 44-3-70, ET SEQ. CONDOMINIUM PLAT RECORDED AT CONDOMINIUM PLAT BOOK 15, PAGE 104, FULTON COUNTY, GEORGIA LAND RECORDS, AND RE-RECORDED IN CONDOMINIUM PLAT BOOK 16, PAGE 5, AFORESAID RECORDS. CONDOMINIUM PLANS FILED IN CONDOMINIUM FLOOR PLAN BOOK 23, PAGES 1-25, AFORESAID RECORDS, AS RE-RECORDED IN CONDOMINIUM FLOOR PLAN BOOK 25, PAGES 35-59, AFORESAID RECORDS; AND IN CONDOMINIUM FLOOR PLAN BOOK 27, PAGES 101 AND 102, AFORESAID RECORDS.

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**AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM  
FOR  
METROPOLIS NORTH RESIDENTIAL CONDOMINIUM**

**THIS AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR METROPOLIS NORTH RESIDENTIAL CONDOMINIUM** (hereinafter sometimes called the "Declaration") is made by **METROPOLIS NORTH RESIDENTIAL CONDOMINIUM ASSOCIATION, INC.**, a Georgia nonprofit corporation, (hereinafter sometimes called the "Association").

W I T N E S S E T H

**WHEREAS**, 933 Peachtree, L.P., as "Declarant", executed that certain Declaration of Condominium for Metropolis North, a Condominium, which was recorded November 4, 2002 at Deed Book 33445, Page 527, et seq., Fulton County, Georgia records; as further amended by that certain Amendment to the Declaration for Metropolis North, a Condominium, recorded March 19, 2003 in Deed Book 34469, Page 389, et seq., aforesaid records; as further amended by that certain Amendment to the Declaration for Metropolis North, a Condominium, recorded March 20, 2003 in Deed Book 34480, Page 508, et seq., aforesaid records; as further amended by that certain Amendment to the Declaration for Metropolis North, a Condominium, recorded April 13, 2006 in Deed Book 42347, Page 644, et seq., aforesaid records (hereinafter as may be further supplemented and/or amended from time to time, collectively referred to as the "Original Declaration"); and

**WHEREAS**, additional amendments to the Declaration of Condominium were recorded to assign and/or reassign Limited Common Elements and/or to combine Units as follows: Amendment to the Declaration for Metropolis North, a Condominium, recorded December 5, 2002 in Deed Book 33689, Page 96, et seq., aforesaid records; as modified by that certain Scrivener's Affidavit recorded December 12, 2002 in Deed Book 33825, Page 244, aforesaid records; as further amended by that certain Amendment to the Declaration for Metropolis North, a Condominium, recorded January 27, 2003 in Deed Book 34090, Page 476, et seq.; as further amended by that certain Amendment to the Declaration for Metropolis North, a Condominium, recorded May 20, 2003 in Deed Book 34984, Page 114, et seq., aforesaid records; as modified by that certain Scrivener's Affidavit recorded August 12, 2003 in Deed Book 35674, Page 564, aforesaid records; as further amended by that certain Amendment to the Declaration for Metropolis North, a Condominium, recorded September 9, 2003 in Deed Book 35926, Page 187, et seq., aforesaid records; as further amended by that certain Amendment to the Declaration for Metropolis North, a Condominium, recorded September 9, 2003 in Deed Book 35926, Page 221, et seq., aforesaid records; as further amended by that certain Amendment to the Declaration for Metropolis North, a Condominium, recorded September 9, 2003 in Deed Book 35926, Page 262, et seq., aforesaid records; as further amended by that certain Amendment to the Declaration for Metropolis North, a

Condominium, recorded March 9, 2005 in Deed Book 39550, Page 259, et seq., aforesaid records; as further amended by that certain Amendment to the Declaration for Metropolis North, a Condominium, recorded December 7, 2005 in Deed Book 41500, Page 653, et seq., aforesaid records; as further amended by that certain Storage Space Amendment to the Declaration for Metropolis North, a Condominium, recorded March 27, 2006 in Deed Book 42211, Page 580, et seq.; as further amended by that certain Amendment to the Declaration for Metropolis North, a Condominium, recorded July 27, 2006 in Deed Book 43085, Page 163, et seq., aforesaid records; as further amended by that certain Amendment to the Declaration for Metropolis North, a Condominium, recorded March 26, 2007 in Deed Book 44701, Page 351, et seq., aforesaid records; as further amended by that certain Amendment to the Declaration for Metropolis North, a Condominium, recorded June 7, 2007 in Deed Book 45143, Page 383, et seq., aforesaid records; as further amended by that certain Owner Consent for Reassignment of Storage Space, recorded October 19, 2007 in Deed Book 45861, Page 119, et seq., aforesaid records; as further amended by that certain Amendment to the Declaration for Metropolis North, a Condominium, recorded December 17, 2009 in Deed Book 47433, Page 695, et seq., aforesaid records; as further amended by that certain Amendment to the Declaration for Metropolis North, a Condominium, recorded December 22, 2008 in Deed Book 47442, Page 583, et seq., aforesaid records; as further amended by that certain Amendment to the Declaration for Metropolis North, a Condominium, recorded March 3, 2009 in Deed Book 47662, Page 259, et seq., aforesaid records; as further amended by that certain Amendment to the Declaration for Metropolis North, a Condominium, recorded June 22, 2011 in Deed Book 50155, Page 523, et seq., aforesaid records; as further amended by that certain Amendment to the Declaration of Condominium for Metropolis North, A Condominium, recorded January 6, 2011, in Deed Book 49731, Page 75; et. seq.; as further amended by that certain Amendment to the Declaration for Metropolis North, a Condominium, recorded May 12, 2012 in Deed Book 50985, Page 451, et seq., aforesaid records; as further amended by that certain Amendment to the Declaration for Metropolis North, a Condominium, recorded May 18, 2012 in Deed Book 51218, Page 143, et seq., aforesaid records; as further amended by that certain Amendment to the Declaration of Condominium for Metropolis North, a Condominium, recorded January 11, 2013 in Deed Book 52129, Page 464, et seq.; as further amended by that certain Amendment to the Declaration of Condominium for Metropolis North, A Condominium recorded June 25, 2014, in Deed Book 53930, Page 103, et seq.; as further amended by that certain Amendment to the Declaration of Condominium for Metropolis North, A Condominium recorded June 25, 2014 in Deed Book 53930, Page 114 et. seq.; as further amended by that Certain Limited Common Element Amendment to the Declaration of Condominium for Metropolis North, A Condominium recorded February 24, 2015 in Deed Book 54646, Page 34, et. seq.; as further amended by that Certain Limited Common Element Amendment to the Declaration of Condominium for Metropolis North, A Condominium recorded March 5, 2015 in Deed Book 54674, Page 523; as further amended by that certain Limited Common Element Amendment to the Declaration of Condominium for Metropolis North, A Condominium recorded April 1, 2015 in Deed Book 54769, Page 678; as further amended by that certain Scrivener's Affidavit recorded April 3, 2015 in Deed Book

54775, Page 664; as further amended by that certain Limited Common Element Amendment to the Declaration of condominium for Metropolis North, A Condominium recorded August 17, 2015 in Deed Book 55278, Page 530; as further amended by that certain Limited Common Element Amendment to the Declaration of Condominium for Metropolis North, A Condominium recorded September 16, 2015 in Deed Book 55380, Page 414, et. seq.; as further amended by that certain Limited Common Element Amendment to the Declaration of Condominium for Metropolis North, A Condominium recorded September 18, 2015 in Deed Book 55387, Page 76, et. seq.(hereinafter referred to as "LCE and Boundary Amendments").

**WHEREAS**, at the time the Original Declaration was initially recorded, Bylaws of Metropolis North Residential Condominium Association, Inc. were attached thereto as Exhibit "E" and recorded therewith (hereinafter as may be supplemented and/or amended from time to time, referred to as the "Original Bylaws"); and

**WHEREAS**, a plat of survey relating to Metropolis North, a Condominium, prepared by Highland Engineering, Inc., was filed in Condominium Plat Book 15, Page 104, Fulton County, Georgia land records; and re-recorded in Condominium Plat Book 16, Page 5, aforesaid records; and

**WHEREAS**, floor plans relating to the Condominium, prepared by Gary B. Coursey & Associates, Inc. were filed in Condominium Floor Plan Book 23, Pages 1-25, Fulton County, Georgia land records, as re-recorded in Condominium Floor Plan Book 25, Pages 35-59, aforesaid records; Condominium Floor Plan Book 27, Pages 101 and 102, aforesaid records; and in Condominium Floor Plan Book 16, Page 5, aforesaid records and

**WHEREAS**, the Association is a nonprofit corporation organized under the Georgia Nonprofit Corporation Code to be the Association named in the Original Declaration to have the power and authority set forth therein; and

**WHEREAS**, pursuant to Article 22 of the Original Declaration, (1) the Original Declaration may be amended upon the affirmative vote, written consent or any combination of affirmative vote and written consent of the members of the Association holding two-thirds (2/3) of the total eligible Association vote and such amendment shall otherwise comply with the provisions of Section 44-3-93 of the Act; (2) as long as Declarant owns any Unit primarily for the purpose of sale, any amendment to the Original Declaration or the Original Bylaws shall require the written consent of Declarant; (3) no amendment to the Original Declaration shall modify, alter, or delete any provision of the Original Declaration that benefits the Declarant or any easement, right and license of the Declarant, without the written consent of the Declarant attached to ad recorded with such amendment; (4) material amendments to the Original Declaration must be approved by Eligible Mortgage Holders who represent at least fifty-one percent (51%) of the votes of Units that are subject to Mortgages held by Eligible Mortgage Holders; and (5) no amendment to the Original Declaration shall (i) modify, alter or delete the permissible uses of the Commercial Unit; (ii) interfere with the



ownership or operation of the Commercial Unit; or (iii) modify, alter or delete any (A) provision of the Original Declaration that benefits the Owner of the Commercial Unit, or (B) rights, privileges, easements or protections of the Owner of the Commercial Unit, without the written consent of the Owner of the Commercial Unit attached to and recorded with such amendment; and

**WHEREAS**, the Association and the Unit Owners desire to amend the Original Declaration as set forth herein and intend for this Declaration to be prospective only; and

**WHEREAS**, the Declarant no longer owns any Unit primarily for the purpose of sale and has been dissolved and the Association is the successor in interest to the Declarant and all rights and easements granted to the Declarant are now reserved to the Association; and

**WHEREAS**, there are no Eligible Mortgage Holders under the Original Declaration; and

**WHEREAS**, this Amended and Restated Declaration of Condominium for Metropolis North Residential Condominium does not modify, alter, or delete any provision of the Original Declaration that benefits the Declarant or any easement, right and license of the Declarant; provided, however, in the event a court of competent jurisdiction determines that this Amended and Restated Declaration of Condominium for Metropolis North Residential Condominium does modify, alter, or delete any provision of the Original Declaration that benefits the Declarant or any easement, right and license of the Declarant without Declarant's consent in writing thereto, then such modification, alteration, or deletion in this Amended and Restated Declaration of Condominium for Metropolis North Residential Condominium shall not be binding on Declarant, unless Declarant consents thereto in writing; and if such consent is not forthcoming, then the provisions of the Original Declaration of the Original Declaration that benefits the Declarant or any easement, right and license of the Declarant prior to this Amended and Restated Declaration of Condominium for Metropolis North Residential Condominium shall control with respect to Declarant; and

**WHEREAS**, this Amended and Restated Declaration of Condominium for Metropolis North Residential Condominium does not: (i) modify, alter or delete the permissible uses of the Commercial Unit; (ii) interfere with the ownership or operation of the Commercial Unit; or (iii) modify, alter or delete any (A) provision of the Original Declaration that benefits the Owner of the Commercial Unit, or (B) rights, privileges, easements or protections of the Owner of the Commercial Unit; provided, however, in the event a court of competent jurisdiction determines that this Amended and Restated Declaration of Condominium for Metropolis North Residential Condominium does: (i) modify, alter or delete the permissible uses of the Commercial Unit; (ii) interfere with the ownership or operation of the Commercial Unit; or (iii) modify, alter or delete any (A) provision of the Original Declaration that benefits the Owner of the Commercial Unit, or (B) rights, privileges, easements or protections of the Owner of the Commercial Unit

without the written consent of the Owner of the Commercial Unit thereto, then such modification, alteration, or deletion in this Amended and Restated Declaration of Condominium for Metropolis North Residential Condominium shall not be binding on the Owner of the Commercial Unit, unless the Owner of the Commercial Unit consents thereto in writing; and if such consent is not forthcoming, then the provisions of the Original Declaration of the Original Declaration that benefits the Owner of the Commercial Unit or any easement, right and license of the Owner of the Commercial Unit prior to this Amended and Restated Declaration of Condominium for Metropolis North Residential Condominium shall control with respect to the Owner of the Commercial Unit; and

**WHEREAS**, the Association and the Unit Owners desire to amend the Original Bylaws as set forth in the Amended and Restated Bylaws of Metropolis North Residential Condominium Association, Inc. attached hereto as Exhibit "D" and incorporated herein by this reference (sometimes called the "Amended and Restated Bylaws"), and to record the same herewith; and

**WHEREAS**, pursuant to Article VI, Section 8 of the Original Bylaws, the Original Bylaws may be amended upon the affirmative vote, written consent or any combination of affirmative vote and written consent of the members of the Association holding two-thirds (2/3) of the total eligible Association vote; provided, however, as long as Declarant owns any Unit primarily for the purpose of sale, any amendment to the Original Bylaws shall require the written consent of Declarant; and

**WHEREAS**, members of the Association holding at least two-thirds (2/3) of the total eligible Association vote have hereby agreed by the affirmative vote, written consent, or a combination of affirmative vote and written consent to amend the Original Declaration and the Original Bylaws as hereinafter provided; and

**WHEREAS**, attached hereto as Exhibit "C-1" and incorporated herein by reference is the sworn statement of the President of the Association, which sworn statement certifies unequivocally that the affirmative vote, written consent or a combination of affirmative vote and written consent of the members of the Association holding two-thirds (2/3) of the total eligible Association vote with respect to adoption of this Amended and Restated Declaration of Condominium for Metropolis North Residential Condominium was otherwise lawfully given and obtained as provided in the Original Declaration; that adoption of this Amended and Restated Declaration of Condominium for Metropolis North Residential Condominium otherwise complies with the provisions of Section 44-3-93 of the Act; and that the affirmative vote, written consent or any combination of affirmative vote and written consent of the members of the Association holding two-thirds (2/3) of the total eligible Association vote with respect to adoption of the Amended and Restated Bylaws of Metropolis North Residential Condominium Association, Inc. attached hereto as Exhibit "D" and incorporated herein by this reference, was otherwise lawfully given and obtained as provided in the Original Bylaws; and

**WHEREAS**, attached hereto as Exhibit "C-2" and incorporated herein by reference is the certification of this Amendment made by the Secretary of the Association, which sworn statement certifies unequivocally that the affirmative vote, written consent or a combination of affirmative vote and written consent of the members of the Association holding two-thirds (2/3) of the total eligible Association vote with respect to adoption of this Amended and Restated Declaration of Condominium for Metropolis North Residential Condominium was otherwise lawfully given and obtained as provided in the Original Declaration; that adoption of this Amended and Restated Declaration of Condominium for Metropolis North Residential Condominium otherwise complies with the provisions of Section 44-3-93 of the Act; and that the affirmative vote, written consent or any combination of affirmative vote and written consent of the members of the Association holding two-thirds (2/3) of the total eligible Association vote with respect to adoption of the Amended and Restated Bylaws of Metropolis North Residential Condominium Association, Inc. attached hereto as Exhibit "D" and incorporated herein by this reference, was otherwise lawfully given and obtained as provided in the Original Bylaws; and

**NOW THEREFORE**, the Association and the Owners hereby amend the Original Declaration and Original Bylaws by deleting the same in their entirety (but all LCE and Boundary Amendments remain in full force and effect) and in their place adopting this Amended and Restated Declaration of Condominium for Metropolis North Residential Condominium and the Amended and Restated Bylaws of Metropolis North Residential Condominium Association, Inc., attached as Exhibit "D" hereto and incorporated herein by this reference, hereby declaring that all the property now or hereafter subject to the Original Declaration and Original Bylaws shall be held, sold, transferred, conveyed, used, occupied, mortgaged and otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments and liens, hereinafter set forth and contained in the LCE and Boundary Amendments, which are for protecting the value and desirability of and which shall run with the title to, the real property hereby and hereafter made subject hereto and shall be binding on all persons having any right, title or interest in all or any portion of the real property now and hereafter made subject hereto, their respective heirs, legal representatives, successors, successors-in-title and assigns and shall inure to the benefit of each owner of all or any portion thereof, as follows:

Article 1  
Name

The name of the condominium is **METROPOLIS NORTH RESIDENTIAL CONDOMINIUM**.

Article 2  
Definitions

The terms used in this Declaration, the Bylaws, and the Articles of Incorporation shall have their normal, generally accepted meanings or, if applicable, the meanings

given in the Act or the Georgia Nonprofit Corporation Code (O.C.G.A. Section 14-3-101, et seq.). Unless the context otherwise requires, certain terms used in this Declaration, the Bylaws, and the Articles of Incorporation shall be defined as follows:

2.1. Act means the Georgia Condominium Act, O.C.G.A. Section 44-3-70, et seq., as amended from time to time.

2.2. Articles or Articles of Incorporation means the Articles of Incorporation of Metropolis North Residential Condominium Association, Inc., filed with the Secretary of State of Georgia, as amended from time to time.

2.3. Association means Metropolis North Residential Condominium Association, Inc., a Georgia nonprofit corporation, its successors and assigns.

2.4. Board or Board of Directors means the elected body responsible for management and operation of the Association as further described in the Bylaws.

2.5. Bylaws mean the Bylaws of Metropolis North Residential Condominium Association, Inc., attached to this Declaration as Exhibit "D" and incorporated herein by this reference.

2.6. Commercial Unit means the Unit depicted on the Plans for the Condominium as "Commercial Unit" or "CU-1."

2.7. Common Elements means those portions of the property subject to this Declaration which are not included within the boundaries of a Unit and as otherwise may be more particularly described in this Declaration, including, without limitation, those portions of the Master Condominium as are assigned, from time to time, as Limited Common Elements to the Residential Master Unit pursuant to the Master Declaration.

2.8. Common Expenses mean the expenses incurred or anticipated to be incurred by the Association for the general benefit of the Condominium, including, but not limited to, assessments owed to the Master Association and those expenses incurred for maintaining, repairing, replacing and operating the Common Elements, including the Limited Common Elements, and as otherwise incurred pursuant to the Reciprocal Easement Agreements and the Master Declaration, respectively.

2.9. Condominium means all that property described in Exhibit "A" attached hereto and incorporated herein by this reference, which is submitted to the provisions of the Act by this Declaration along with such other portions of the Master Condominium as may be assigned, from time to time, as limited common elements to the "North Residential Component" and the "South Residential Component" pursuant to the Master Declaration.

2.10. Condominium Instruments means this Declaration and all exhibits to this Declaration, including the Bylaws, the survey and Floor Plans, the Articles of

Incorporation, the rules and regulations of the Association, the Plats and Plans, the Master Declaration and all Exhibits to the Master Declaration, all of such documents which may be amended from time to time.

2.11. Telecommunications Easement Area shall mean the rooftops (including the roof tops of the elevator machine rooms, the stair wells, and the twentieth and twenty-first floors of the Condominium building, but excluding the columns and associated elements, including, but not limited to, the beams and cladding, located on the uppermost elevation of the Master Condominium building), the interior walls of the rooftops, the rooftop of the cone-shaped area (located on the fourth floor of the Master Condominium building), the airspace located above the roof tops referenced herein, a three foot (3') by three foot (3') section of the elevator machine rooms, and a five foot (5') by five foot (5') section of the master telecommunications room (located on the second floor of the Master Condominium building), as may be more specifically shown on the Master Floor Plans. Subject to the last sentence of Paragraph 21 (h) hereof, Domestic Partner means any adult who cohabitates with an Owner, and who has been designated as the Owner's Domestic Partner in a written statement, signed by the Owner and filed with the Association's Secretary. A person shall no longer be a Domestic Partner upon the Secretary's receipt of a written termination notice, signed by either the Owner or the Domestic Partner.

2.12. Effective Date means the date that this Declaration is recorded in the Fulton County, Georgia land records.

2.13. Eligible Mortgage Holder means a holder of a first Mortgage on a Unit, secured by the Unit, who has requested notice of certain matters as set forth herein.

2.14. Floor Plans shall mean the floor plans for Metropolis North, A Condominium, filed in the condominium floor plan book of the Fulton County, Georgia records.

2.15. Limited Common Elements means a portion of the Common Elements reserved for the exclusive use of those entitled to occupy at least one (1), but less than all, Units, as more particularly set forth in this Declaration.

2.16. Master Association means Metropolis Master Condominium Association, Inc., a Georgia nonprofit corporation, its successors or assigns, as established pursuant to the Master Declaration.

2.17. Master Bylaws means the Bylaws of the Master Association, as may be amended from time to time.

2.18. Master Condominium shall mean Metropolis, A Master Condominium created by that certain Declaration of Condominium for Metropolis, A Master Condominium dated October 18, 2002, recorded in Deed Book 33445, Page 234 Fulton County, Georgia records. .

2.19. Master Condominium Instruments means the Master Declaration and all exhibits to the Master Declaration, including the Master Bylaws, the Articles of Incorporation of the Master Association, the rules and regulations of the Master Association, and the recorded condominium plats of the Master Condominium and Master Floor Plans, all as may be supplemented or amended from time to time.

2.20. Master Condominium Property means all that property described in Exhibit "A" attached to the Master Declaration, which is submitted to the provisions of the Act by the Master Declaration.

2.21. Master Declaration means that certain Declaration of Condominium for Metropolis, a Master Condominium, recorded November 4, 2002, in Deed Book 33445, Page 234, et seq., Fulton County, Georgia, as may be supplemented and/or amended from time to time, which document subjects the real property described in Exhibit "A" thereto, including the Condominium, to the provisions of that Master Declaration, which property shall be held, sold, transferred, conveyed, used, occupied and encumbered subject to the covenants, conditions, restrictions and easements, therein set forth.

2.22. Master Floor Plans means the floor plans for all or any portion of the Master Condominium filed pursuant to the Act with the Clerk of Superior Court of Fulton County, Georgia, as may be supplemented and/or amended from time to time.

2.23. Master Plat shall mean that certain plat of survey related to the Master Condominium prepared by Highland Engineering, Inc. dated October 24, 2002 and filed in Condominium Plat Book 15, Page 103, et seq., Fulton County, Georgia Records.

2.24. Mortgage shall refer to any mortgage, deed to secure debt, deed of trust, or other transfer or conveyance for the purpose of securing the performance of an obligation.

2.25. Mortgagee means the holder of any Mortgage.

2.26. Occupant means any Person occupying all or any portion of a Unit for any period of time, regardless of whether such Person is a tenant of the Owner of such property.

2.27. Officer means an individual who is elected by the Board of Directors to serve as President, Vice President, Secretary, or Treasurer, or to hold such other office as may be established by the Board of Directors.

2.28. Owner means the record owner, whether one or more Persons, of the fee simple title to any Unit, excluding, however, any Mortgagee.

2.29. Patio Walls shall mean (i) those patio walls located on the seventh floor of the Condominium and acting as a divider between those Shared Amenities located on the seventh floor of the Condominium and the Limited Common Element patios serving the seventh floor Units. and (ii) those patio walls separating the Limited Common

Element patios serving the seventh floor Units from each other, as shown on the Floor Plans.

2.30. Person means any individual, individual acting in a fiduciary capacity, corporation, limited partnership, limited liability company, general partnership, joint stock company, joint venture, association, company or other organization, recognized as a separate legal entity under Georgia law.

2.31. Plans means the floor plans for all or any portion of the Condominium filed pursuant to the Act with the Clerk of Superior Court of Fulton County, Georgia, as may be supplemented and/or amended from time to time.

2.32. Plat means the plat(s) of survey or condominium plat(s) of the Condominium filed pursuant to the Act with the Clerk of Superior Court of Fulton County, Georgia, as may be supplemented and/or amended from time to time.

2.33. Reciprocal Easement Agreements means, collectively: (a) that certain Reciprocal Easement Agreement, by and between Peachtree Place Partnership, a Georgia general partnership and 999 Peachtree Associates, L.P., a Georgia limited partnership, dated August 11, 1989, filed for record on March 5, 1990, and recorded in Deed Book 13236, Page 161, et seq., Fulton County, Georgia land records, as may be amended from time to time; and (b) that certain Reciprocal Easement Agreement, by and between 34 Peachtree Associates, L.P., a Georgia limited partnership and First Security Bank, National Association, not individually but solely Owner Trustee under the FTU Realty Trust 1998-1, dated August 30, 1999, recorded August 31, 1999 in Deed Book 27505, Page 78, et seq., aforesaid records, as may be amended from time to time;

2.34. Residential Unit means and refers to each Unit in the Condominium other than the Commercial Unit as herein defined.

2.35. Total Association Vote means the votes attributable to the entire membership of the Association for such action, whether or not such members are present or represented at the meeting, if any, where such votes are to be cast, but specifically excluding the votes of any Owners whose voting rights have been suspended as provided in the Condominium Instruments. If, for example, and without limitation, two-thirds (2/3) of the Total Association Vote is required to approve a matter, such matter must receive more than two-thirds (2/3) of the votes attributable to all existing members of the Association for such action (excluding the votes of any Owners whose voting rights have been suspended as provided in the Condominium Instruments), whether or not such members are present or represented at the meeting, if any, where such votes are to be cast. As a further illustration, if a majority vote is required to approve a matter (and the term Total Association Vote is not used), such matter must receive the affirmative vote of more than fifty percent (50%) of the votes cast by the members entitled to vote on the matter.

2.36. Unit means that portion of the Condominium intended for separate ownership and exclusive occupancy as more particularly described in this Declaration and shall include an undivided interest in the Common Elements and membership in the Association.

### Article 3

#### Location, Property Description, Plats and Plans

The Condominium subject to this Declaration and the Act is located in Land Lot 106 of the 17th District of Fulton County, Georgia, being more particularly described in Exhibit "A" attached to this Declaration, which exhibit is specifically incorporated herein by this reference. A plat of survey for the Condominium has been filed in accordance with the Act in a Condominium Plat Book maintained by the Clerk of Superior Court of Fulton County, Georgia at the Book and Page referenced on the cover of this Declaration and in the preamble of this Amended and Restated Declaration. Floor Plans of the Units have been filed in accordance with the Act in the Fulton County, Georgia records as referenced on the cover of this Declaration and in the preamble of this Amended and Restated Declaration. The Plat and Plans are incorporated herein by this reference as fully as if the same were set forth in their entirety herein.

### Article 4

#### Units and Boundaries; Common Elements

4.1. Units. The Condominium is divided into four hundred ninety two (492) Residential Units, one (1) Commercial Unit, the Limited Common Elements appurtenant to those Units and the Common Elements. Each Unit consists of a residential dwelling or commercial space, as the case may be, and its appurtenant percentage of undivided interest in the Common Elements as shown on Exhibit "B" attached to this Declaration and incorporated herein by this reference. The Units are depicted, and shall have the identifying number assigned, on the Plats and Plans. Each Unit includes that part of the structure which lies within the following boundaries:

(a) Residential Units.

(1) Vertical Boundaries. The perimetrical or vertical boundaries of each Residential Unit shall be the vertical planes formed by the outermost surface of that portion of the glass wall system serving the Residential Unit and the centerline of the wall separating the Residential Unit from the hallway of the floor on which the Residential Unit is located in the Condominium building. With respect to common walls between Residential Units, the perimetrical or vertical boundaries of the Residential Units served thereby shall be the centerline of such walls. The vertical boundaries include the wallboard, the glass wall system, or other material comprising the walls of the Residential Unit.



(2) Horizontal Boundaries.

(A) If the Residential Unit is on the top floor of the Condominium building, the upper horizontal boundary of each such Residential Unit located in the Condominium is the centerline of the concrete slab between the ceiling comprising the uppermost story of such Residential Unit and the roof of the Condominium building. The lower horizontal boundary of each such Residential Unit located in the Condominium is the centerline of the concrete slab between the flooring comprising the lowermost story of such Residential Unit and the ceiling comprising the uppermost story of the Residential Unit below it.

(B) If the Residential Unit is on the bottom floor of the Condominium building, the upper horizontal boundary of each such Residential Unit located in the Condominium is the centerline of the concrete slab between the ceiling comprising the uppermost story of such Residential Unit and the flooring comprising the lowermost story of the Residential Unit above it. The lower horizontal boundary of each such Residential Unit located in the Condominium is the centerline of the concrete slab between the flooring comprising the lowermost story of such Residential Unit and the parking deck located below.

(C) If the Residential Unit is not on the top or bottom floors of the Condominium building, the upper horizontal boundary of each such Residential Unit located in the Condominium is the centerline of the concrete slab between the ceiling comprising the uppermost story of such Residential Unit and the flooring comprising the lowermost story of the Residential Unit above it. The lower horizontal boundary of each such Residential Unit located in the Condominium is the centerline of the concrete slab between the flooring comprising the lowermost story of such Residential Unit and the ceiling comprising the uppermost story of the Residential Unit below it.

(b) Commercial Unit.

(1) Vertical Boundaries. The perimetrical or vertical boundaries of the Commercial Unit shall be the vertical planes formed by the centerline of the walls of the Commercial Unit. The vertical boundaries shall include the wallboard or other material comprising the walls of the Commercial Unit.

(2) Horizontal Boundaries. The lower horizontal boundary of the Commercial Unit shall be the uppermost surface of the concrete slab on which the Commercial Unit is constructed, with the flooring constituting part of the Commercial Unit and the concrete subflooring not constituting part of the Commercial Unit. The upper horizontal boundary of the Commercial Unit shall be the centerline of the concrete slab located between the ceiling of such Commercial Unit those portions of the Condominium building above.

4.2. Attachments and Additional Information to Interpret Unit Boundaries. Entry doors and exterior glass surfaces, including, but not limited to, windows, glass doors, and that portion of the glass wall system serving the Unit shall be included within the boundaries of the Unit. Heating and air conditioning systems serving a single Unit (including any part of any such system located outside the boundaries of the Unit), all duct work for such heating and air conditioning systems, and appliances and plumbing fixtures within a Unit shall be part of the Unit.

If any chutes, flues, ducts, conduits, wires, pipes or other apparatus, lies partially within and partially outside the designated boundaries of a Unit, any portions thereof which serves only that Unit shall be deemed to be a part of that Unit, while any portions thereof which serve more than one (1) Unit or any portion of the Common Elements shall be deemed a part of the Common Elements.

In interpreting deeds and Plans, the existing physical boundaries of a Unit as originally constructed or of a Unit reconstructed in substantial accordance with the original Plans thereof shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed in any deed or Plan, regardless of settling or lateral movement of the Condominium building in which the Unit is located, and regardless of minor variance between the boundaries shown on the Plans or in a deed and those of the Unit.

The ownership of each Unit shall include, and there shall pass with title to each Unit, whether or not separately described in the conveyance thereof, that percentage of the right, title and interest in the Common Elements attributable to such Unit, together with membership in the Association.

4.3. Subdivision and Partition of Units; Relocation of Boundaries. In accordance with the provisions of Section 44-3-91 of the Act and with the written consent of the Board of Directors [and subject to prior written approval of the Architectural Control Committee (ACC) as provided in this Article 10 and prior written approval of the respective Mortgagees of such Units, if any], the boundaries between adjoining Units may be relocated from time to time; provided, however, the Board may withhold consent for such relocation of boundaries for any reason. In accordance with the provisions of Section 44-3-92 of the Act and with the written consent of the Board of Directors (and subject to prior written approval of the ACC as provided in this Article 10 and prior written approval of the Mortgagee of such Unit, if any), any Unit in the Condominium may be subdivided from time to time into two (2) or more Units; provided, however, the Board may withhold consent for such subdivision for any reason or no reason at all. In the event that any Unit is subdivided as provided herein, the entire square footage and undivided interest in the Common Elements of the subdivided Unit shall be allocated among the Units created by the subdivision as provided herein and in the Act. Similarly, in the event that the boundaries of one (1) or more Units are relocated as provided herein, the entire square footage and undivided interest in the Common Elements of the affected Unit(s) shall be reallocated in accordance with the new square footage thereof and as otherwise may be provided herein and in the Act.

Additionally, all votes that pertain to the units combined will be held by the Owner of the remaining Unit. The Board of Directors has the right and authority to approve or disapprove any application for partition, relocation of boundaries and/or subdivision of a Unit hereunder. Partition, relocation of boundaries and/or subdivision of Units other than as provided in this Section is prohibited.

4.4. Common Elements. The Common Elements consist of all portions of the Condominium not located within the boundaries of a Unit, including, without limitation, those portions of the Master Condominium as are assigned, from time to time, as limited common elements to the "North Residential Component" and the "South Residential Component" as more specifically set forth in Paragraph 5(b) of the Master Declaration incorporated herein by this reference. The Common Elements include, without limitation, the roofs (but excluding the columns and associated elements, including, but not limited to, the beams and cladding located on the uppermost elevation of the Master Condominium building as shown on the Master Floor Plans), certain utility infrastructures, mail area, stairs, hallways, lobbies, elevators, elevator shafts, elevator lobbies, mechanical rooms, maintenance rooms, trash chutes, trash extruders and trash dumpsters, limited access gated entry systems, parking spaces NRC-1001 through NRC-1003 and parking spaces SRC-1004 through SRC-1010 located within the porte-cochere located adjacent to the lobby on the first floor of the Master Condominium building, the "North Office: located on the first floor of the Master Condominium building, the swimming pool, clubroom, fitness facility, roof garden and roof terraces located on the seventh and eighth floors of the Condominium, portions of the "Parking Deck" (as such term is defined in the Master Declaration and as shown on the Master Floor Plans), the parking gates, parking arms, and controlled access control box located on the third floor of the Master Condominium building, the condensing units located on the sixth floor of the Master Condominium building which serve the fitness facility, the pool equipment room located on the sixth floor of the Condominium, the canopy located on the ninth floor of the Condominium, and all other lighting, personal property, equipment and furniture in any Common Element of the Condominium, as may be more specifically shown on the Plans and/or Master Floor Plans.

Ownership of the Common Elements shall be by the Unit Owners as tenants-in-common. The percentage of undivided interest in and to the Common Elements attributable to each Unit is set forth on the Exhibit "B" attached hereto and incorporated herein by this reference. Such percentages of undivided interest may be altered only by the consent of all Owners and Mortgagees (or such lesser number of Owners and Mortgagees as may hereafter be prescribed by the Act) expressed in a duly recorded amendment to this Declaration.

The Common Elements shall remain undivided and no Owner or any other person shall bring any action for partition or division of the whole or any part thereof except as provided in the Act. Except as provided for Limited Common Elements or as otherwise provided herein, each Owner and the Association may use the Common Elements for the purposes for which they are intended in compliance with this

Declaration and Rules and Regulations, but no such use shall enter or encroach upon the lawful rights of the other Owners.

#### 4.5. Limited Common Elements.

(a) Limited Common Elements. The Limited Common Elements located in the Condominium and the Units(s) to which they are assigned are as follows:

(1) any balcony or patio or terrace attached to and exclusively serving one (1) Unit is assigned as a Limited Common Element to the Unit so served; and

(2) the hallways serving more than one (1) but less than all Units, as shown on the Plans, are assigned as a Limited Common Elements to the Units that are served by such hallways, respectively; and

(3) the terrace located on the seventeenth (17th) floor of the Condominium building is assigned as a Limited Common Element to the Units located on the seventeenth (17th) floor of the Condominium building that are served by such terrace; and

(4) the portion of the Common Elements on which there is located any portion of air conditioning or heating system exclusively serving a particular Unit or Units is assigned as a Limited Common Element to the Unit(s) so served; and

(5) subject to Section 11.8 hereof, any parking spaces(s) assigned to a Unit, as set forth on Exhibit "E" attached hereto and by this reference incorporated herein, is a Limited Common Element of the Unit to which it is assigned. Parking areas may be assigned or reassigned by amendment to this Declaration as provided in Section 4.5(b) below; and

(6) any storage space(s) assigned or reassigned to a Unit, as set forth on Exhibit "F" attached hereto and by this reference incorporated herein, is a Limited Common Element of the Unit to which it is assigned. Storage spaces may be assigned or reassigned by amendment to this Declaration as provided in Section 4.5(b) below; and

(7) any utility meter which serves only one (1) Unit is assigned as a Limited Common Element to the Unit so served;

(8) each Unit is assigned one (1) mailbox or mail slot; and

(9) that certain area identified as the "Master Office" on Sheet A1.01.1 of the Master Floor Plans recorded in Condominium Floor Plan Book 22, Page 130, aforesaid records is a Limited Common Element to CU-1, which Limited Common Element shall be subject to the same use restrictions as CU-1 and the Association shall

not impose any use restrictions on such Limited Common Element that the Association is not otherwise authorized by the Declaration to impose on CU-1.

(b) Assignment and Reassignment. The Board of Directors, without need for a membership vote, is hereby authorized to assign and reassign Limited Common Elements and to assign Common Elements not previously assigned, as Limited Common Elements, provided that any such assignment or reassignment shall be made in accordance with the provisions of Sections 44-3-82(b) and (c) of the Act, as the case may be, as modified and supplemented herein. A Common Element not previously assigned as a Limited Common Element may be so assigned by the Board, and a Limited Common Element may be reassigned by the Board, without need for a membership vote, upon written application to the Board by the Owner or Owners requesting the exclusive use of such Common Element, or in the case of a reassignment of a Limited Common Element, upon written application to the Board by the Owner(s) of the Unit(s) to which the Limited Common Element appertains and the Owner(s) of the Unit(s) to which the Limited Common Element is to be reassigned. The Board has the right and authority to approve or disapprove any such application. Upon Board approval of the application, an amendment to this Declaration assigning the Common Element as a Limited Common Element or reassigning the Limited Common Element shall be prepared and executed by the Owner or Owners making such application. Such amendment shall be delivered and become effective as provided in Section 44-3-82 of the Act. Assignments and reassignments of Limited Common Elements and assignments of Common Elements other than as provided in this subsection are prohibited.

## Article 5 Association Membership

5.1. Allocation of Votes. Each Owner, by virtue of such Owner's ownership of an interest in a Unit, is a member of the Association and, except as otherwise provided herein or in the Bylaws, shall be entitled to vote on all matters upon which members of the Association are entitled to vote as provided in the Articles of Incorporation, Declaration and Bylaws. Subject to the provisions of the Condominium Instruments, each Owner of a Unit shall have one (1) equally weighted vote for such Unit. In the event two or more units are combined, in compliance with 4.3 above, the remaining Unit will have one (1) vote for each Unit that was combined. (i.e.-if two Units become one, the Owner of the one combined Unit will have two (2) votes.)

Furthermore, each Unit Owner, by acceptance of a deed to a Unit, acknowledges that, in addition to being subject to and bound by the Condominium Instruments, such Owner is subject to the Master Declaration, and that the Association is a member of and subject to assessment by the Master Association.

## 5.2. Allocation of Liability for Common Expenses.

a) General Allocation. Except as otherwise provided in this Declaration, each Unit is hereby allocated liability for Common Expenses apportioned in accordance with the percentage of undivided interest in the Common Elements appurtenant to the Unit, as shown on Exhibit "B" hereof. Except as provided below, or elsewhere in the Act or Condominium Instruments, the amount of all Common Expenses shall be assessed against all of the Units in accordance with the allocation of liability for Common Expenses described above.

b.) Specific Special Assessments. The Board of Directors shall have the power to assess specially pursuant to this Declaration and Section 44-3-80(b) of the Act as in its discretion it deems appropriate. Failure of the Board of Directors to exercise its authority under this Article shall not be grounds for any action against the Association or the Board of Directors and shall not constitute a waiver of the Board's right to exercise its authority under this Article in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Declaration. Except for expenses incurred for maintenance, repair or replacement of items which are the Association's maintenance responsibility under the Condominium Instruments, any Common Expenses benefiting less than all of the Units or significantly disproportionately benefiting all Units may be specially assessed equitably among all of the Units which are benefited according to the benefit received; provided, however, that expenses incurred for maintenance, repair or replacement of any Limited Common Element which is the Association's maintenance responsibility under the Condominium Instruments may be specially assessed against the Unit(s) to which the Limited Common Element is assigned; provided, further, that any Common Expenses occasioned by the conduct of less than all of the Owners or by the Occupant(s), licensees or invitees of any Unit(s) may be specially assessed against such Unit(s).

## Article 6

### Association Rights and Restrictions

6.1. General. In addition to and not in limitation of all other rights it may have, the Association, acting through the Board, shall have the right:

(a) in accordance with O.C.G.A. Section 44-3-105, and as otherwise provided herein, to enter any portion of the Condominium for maintenance, emergency, security or safety purposes, or otherwise to discharge its powers or responsibilities hereunder, which right may be exercised by the Association's Board, officers, agents, employees or managers; except in an emergency situation, entry into Units shall be only during reasonable hours and after reasonable prior notice to the Owner or Occupant; for purposes hereof, an emergency justifying immediate entry into a Unit shall include, but not be limited to, the following situations: a water or other utility leak, fire, strong foul odor, obvious insect infestation, or sounds indicating that an individual or animal might be injured or sick and require immediate medical attention; no one exercising the rights

granted in this subsection shall be liable for trespass, damages or in any other manner by virtue of exercising such rights; the failure to exercise the rights granted herein or to exercise said rights in a timely manner shall not create liability for any of the above-referenced parties, it being deemed and agreed that no duty to enter a Unit and/or any other portion of the Condominium shall exist;

(b) to make and to enforce reasonable rules and regulations governing the use of the Condominium, including the Units, Limited Common Elements and Common Elements;

(c) to enforce use restrictions, other provisions of the Condominium Instruments and the Master Condominium Instruments (as that term is defined in the Master Declaration), and rules and regulations by the imposition of reasonable monetary fines and suspension of use and voting privileges as provided in O.C.G.A. Section 44-3-76, as amended (which shall not be construed as limiting any other legal means of enforcement). Any fines imposed in accordance with the Condominium Instruments and Section 44-3-76 of the Act shall be an assessment against the Unit and may be collected in the manner provided for collection of other assessments;

(d) to grant and accept permits, licenses, utility easements, and other easements over, through and under the Common Elements without a vote of the Owners;

(e) to control, manage, operate, maintain, improve and replace all portions of the Common Elements, including the Limited Common Elements, including, without limitation, by installing and operating parking control systems and controlled access systems within the parking areas of the Condominium;

(f) to deal with the Condominium and represent and act on behalf of the Unit Owners in the event of damage or destruction as a result of casualty loss, condemnation or eminent domain, in accordance with the provisions of the Act and this Declaration;

(g) to represent the Owners in dealing with governmental entities with respect to the Condominium, including ownership of a Unit and matters related to the Common Elements, including the Limited Common Elements;

(h) to require each Owner to install separate utility meters for each Owner's Unit at the Owner's cost, or to install such meters and assess the costs thereof against each Unit as provided herein; real property;

(i) to acquire, hold, and dispose of tangible and intangible personal property and

(j) to approve contractors or subcontractors who have access to the Condominium for the purpose of making repairs, improvements or modifications to Units based on criteria adopted by the Board, which may include, without limitation, history of

compliance with Condominium Instruments and rules and regulations of the Association, insurance requirements and other factors that may be reflective of quality and ability; and to collect refundable and/or non-refundable deposits for use of elevators, trash receptacles, if any, and other construction deposits to be paid to the Association. Costs for repair of damage to the Condominium due to or as a result of such work and the removal of any rubbish, trash, garbage or other debris resulting therefrom may be deducted from construction deposits and any additional costs may be specifically assessed against the Unit pursuant to Section 7.5 hereof;

(k) to designate certain hours during which furniture, personal property, construction materials and other over-sized items may be moved in or out of the Condominium and to establish reasonable rules and regulations associated therewith from time to time; to establish reasonable criteria regarding movers and/or similar companies that require access to the Condominium for the purpose of moving furniture, personal property, construction materials and other over-sized items, on behalf of an Owner or Occupant, in or out of the Condominium, which may include, without limitation, insurance requirements; to establish a refundable and/or non-refundable move-in/move-out deposit in a reasonable amount determined by the Board from time to time to be paid by or on behalf of the Owner of the Unit associated with the move to protect the Condominium against damage due to the transportation of furniture, as referenced in 11.27 below, personal property, construction materials and other over-sized items in or out of the Condominium and to defray the costs of wear and tear associated with moves to the Common Elements and additional use of any common trash receptacle(s), if any. Costs for repair of damage to the Condominium due to or as a result of such moving furniture, personal property, construction materials and other over-sized items and for the removal of any rubbish, trash, garbage or other debris resulting therefrom may be deducted from move-in/move-out deposits and any additional costs may be specifically assessed against the Unit pursuant to Section 7.5 hereof;

(l) at the sole expense of the Association, without need for a membership vote and without the consent of any affected Owner, to relocate any portion of the air conditioning, heating, plumbing, ventilating, exhaust, electrical or other utility system serving a particular Unit or portion thereof, provided that after such relocation, the system serving the Unit functions at least as well and at no greater cost to the Unit as existed prior to the relocation;

(m) to close permanently or temporarily any portion of the Common Elements (except for the Limited Common Elements and any Common Elements the use of which is reasonably necessary for access to or egress from a Unit or any portion of the Common Elements over, on or upon which the Owner of the Commercial Unit has an easement except with the consent thereof) with thirty (30) days prior notice to all Owners, except that in emergency situations requiring a temporary closing, prior notice shall not be required so long as notice is given within three (3) days after the closing explaining the reason for the closing. Notwithstanding the above, the Owners may re-open closed Common Elements by a majority vote of the Total Association Vote cast at



a duly called special or annual meeting; provided, however, any action to reopen a portion of the Common Elements which will require, in the sole discretion of the Board, the levying of a special assessment, shall be considered and approved in conjunction with and in the same manner as is required to effect a special assessment as set forth in this Declaration;

(n) to enter into agreements and/or contracts with other associations, vendors or Persons for the provision of services, including, without limitation, property management, landscaping, utilities, amenities, property monitoring and waste removal services, for the benefit of the Owners and Occupants. In addition, the Board may hire, contract with, employ, manage, oversee and coordinate a concierge service that will assist all owners and Occupants with personal services which may include, without limitation, obtaining tickets for events in the Atlanta area; arranging limousine, taxi and airport transportation in the Atlanta area; coordinating maintenance and repairs to the interior of Units; arranging housekeeping for the interior of Units; and accepting hand-delivered packages. Any specific costs and expenses associated with specific concierge services provided to an Owner or Occupant shall be paid by such Owner or Occupant in accordance with the payment schedule established by the concierge service;

(o) to enter into joint agreements and contracts with other associations and third- parties for the provision of services, including without limitation, management, landscaping, porter, concierge, property monitoring services, and trash removal services;

(p) to pay assessments to the Master Association as provided in the Master Declaration; and

(q) to appoint one or more representatives to the Master Association as the Board may determine to be necessary to represent the Condominium in accordance with the Master Declaration and Master Bylaws.

## Article 7 Assessments

7.1. Purpose of Assessment. The Association shall have the power to levy assessments as provided herein and in the Act. The assessments for Common Expenses provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and Occupants of Units, including, without limitation, the maintenance of real and personal property, and the establishment and maintenance of a reasonable reserve fund for the replacement of improvements to the Common Elements and Limited Common Elements that the Association is obligated to maintain, all as may be more specifically authorized from time to time by the Board of Directors.

7.2. Creation of the Lien and Personal Obligation for Assessments. Each Owner of a Unit, by acceptance of a deed therefor, whether or not it shall be so

expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments; (ii) special assessments; (iii) specific assessments; and (iv) Master Association assessments, established pursuant to the Master Declaration, if any. All such assessments, together with late charges, interest, costs of collection, reasonable attorneys' fees actually incurred and if the Board so elects, the fair rental value of the Unit, and all reasonable charges made to any Unit Owner or Unit for materials furnished or services rendered by the Association at the Owner's request to or on behalf of the Unit Owner or Unit, shall, from the time the same becomes due and payable, be a charge on the Unit and shall be a continuing lien in favor of the Association upon the Unit against which each assessment is made. Such amounts shall also be the personal obligation of the Person who was the Owner of such Unit at the time when the assessment fell due. Each Owner and each successor-in-title to the Unit shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors; unless otherwise provided by the Board, the annual assessment shall be paid in equal monthly installments due on the first day of each month based on a calendar year. No Owner may be exempted from liability for or otherwise withhold payment of an assessment for any reason whatsoever, including, but not limited to, nonuse of the Common Elements, the Association's failure to perform its obligations required under this Declaration, or abandonment of the Unit, or inconvenience or discomfort arising from the Association's performance of its duties. The lien provided for herein shall have priority over other liens and instruments as provided in the Act and applicable law. The amount of all assessments, or any installment thereof, may be rounded up the nearest dollar and payable as such.

7.3. Delinquent Assessments. If the annual assessment, any part or installment thereof or any other fine, special assessment or charge is not paid in full within 10 days of the due date, or such later date as may be provided, it shall be delinquent and the Owner shall be in default.

(a) If any installment of the annual assessment or any part thereof is not paid in full when due or if any other charge is not paid when due, a late charge equal to the greater of Ten and No/100 Dollars (\$10.00) or ten percent (10%) of the amount of each assessment or installment thereof not paid, or such higher amounts as may be authorized by the Act from time to time, may be imposed without further notice or warning to the delinquent Owner and interest at the rate of ten percent (10%) per annum or such higher rate as may be permitted by the Act from time to time shall accrue on each assessment or installment thereof and any late charge pertaining thereto from the date the same was first due and payable, which amounts shall be included in the personal obligation of the Unit Owner and the lien for assessments hereunder.

(b) If partial payment of assessments and related charges is made, the amount received may be applied in the following order, and no restrictive language on any check or draft shall be effective to change the order of application:

(1) first, to any unpaid late charges, interest charges, and specific assessments (including, but not limited to, fines) in the order of their coming due;

(2) next, to costs of collection, including reasonable attorneys' fees actually incurred by the Association;

(3) next, to any unpaid installments of the annual assessment or special assessments in the order of their coming due; and

(4) next, if the Board of Directors so elects, to the fair rental value of the Unit during the pendency of suit and prior to the satisfaction of any judgment which remains unpaid. The fair rental value of the Units, for purposes of this Article, shall be an amount established from time to time by the Board of Directors.

(c) If assessments, fines and/or other charges or any part thereof due from an Owner are not paid when due, a notice of delinquency may be given to that Owner stating that if the assessment, fine or charge remains delinquent for more than ten (10) days from the date of the notice of delinquency, the Board of Directors may accelerate and declare immediately due all of that Owner's unpaid assessments, fines or other charges, including, without limitation, installments of the annual assessment and of any special assessment, without any further notice being given to the delinquent Owner. Upon acceleration, that Owner shall lose the privilege of paying the annual assessment in installments for that fiscal year.

(d) If assessments, fines and/or other charges or any part thereof remain unpaid more than thirty (30) days after the assessment payments first become delinquent:

(1) the Owner's rights to vote in all matters coming before the Association shall be automatically suspended until all amounts owed are paid in full, such that the Owner's vote shall not count for purposes of establishing a quorum or taking any action which requires a vote of the Owners under the Act or the Condominium Instruments; and

(2) (ii) the Owner's and occupant's rights to use all concierge services and the Common Elements shall be automatically suspended until all amounts owed are paid in full; provided, however, the Board may not limit pedestrian, medical, fire, police or other health, safety, service or emergency vehicles ingress to and egress from the Unit, deny the Owner and Occupants pedestrian ingress to and egress from the Unit, or deny necessary parking of clearly and properly identified handicapped vehicles used by handicapped Owners or Occupants protected by the Fair Housing Amendments Act of 1988.

Enforcement under this subsection is not dependent upon or related to other restrictions and/or actions. In addition to the foregoing, the Association, acting

through the Board, may suspend any utilities and services to the Unit paid for as a Common Expense as provided in subsection (e) below.

(e) In the event any assessment, fine, and/or other charge is delinquent for thirty (30) days or more, in addition to all other rights provided in the Act and this Declaration, and subject to the provisions of Section 44-3-76 of the Act, as amended, where applicable, upon ten (10) days written notice any utility or service provided to a Unit or Unit Owner by the Association, if any, may be terminated for failure to pay assessments and other amounts due pursuant to this Article 7; provided, however, if and to the extent required by the Act, suspension of water, gas, electricity, heat, and air conditioning services to a Unit shall be subject to the suspension standards and notice requirements imposed on the institutional providers providing such services to the Condominium only after a final judgment or final judgments in excess of a total of Seven Hundred Fifty and No/100 dollars (\$750.00), or such other amount as may be required by the Act, are obtained in favor of the Association from a court of competent jurisdiction. An Owner whose utility and/or service has been suspended shall not be entitled to use any such utility and/or service paid for as a Common Expense from any source and any such unauthorized use shall be considered a theft of services under O.C.G.A. Section 16-8-5. The utility and/or service shall not be required to be restored until the judgment or judgments (or such amounts owed, in the event no judgment is required) and any reasonable utility and/or service provider charges or other reasonable costs incurred in suspending and restoring such utility and/or service are paid in full. All Association expenses for termination and restoration of any utility and/or service pursuant to this Section, including reasonable attorneys' fees actually incurred, shall be an assessment and a lien against the Unit and shall be collected as provided herein for the collection of assessments. The notice requirement of this Section shall be deemed complied with if the notice is sent by certified mail, return receipt requested, to the Unit address and to any other address the Owner of the Unit has designated in writing to the Association. Enforcement under this subsection is not dependent upon or related to other restrictions and/or other actions, except as provided in this subsection.

7.4. Special Assessments. The Board may, at any time, and in addition to any other rights it may have, levy a special assessment against all Owners, notice of which shall be sent to all Owners. Any special assessment which would cause the average total of special assessments levied in one fiscal year to exceed one-sixth (1/6) of the Total Annual Assessment per Unit, or such higher amount as may be authorized by the Act from time to time, shall be approved by a majority of the Total Association Vote prior to becoming effective (except as provided in Sections 5.2 and 7.5 hereof regarding the power to assess specifically pursuant to O.C.G.A. Section 44-3-80 and Section 9.3 hereof regarding repair or reconstruction of casualty damage to or destruction of all or part of the Condominium). Special assessments shall be paid as determined by the Board. Subject to the foregoing, the Board may permit a special assessment to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

7.5. Specific Assessments. The Board shall have the power to levy specific assessments as, in its discretion, it shall deem appropriate. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association or the Board and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section. Construction and/or moving deposits, transfer fees, fines levied pursuant to this Declaration and/or the Bylaws, and the costs of maintenance performed by the Association for which the Owner is responsible shall be specific assessments. The Board of Directors may also specifically assess Owners for Association expenses as follows:

(a) Any Common Expenses benefiting less than all of the Units or significantly disproportionately benefiting all Units may be specially assessed equitably among all of the Units which are benefited according to the benefit received.

(b) Any Common Expenses occasioned by the conduct of less than all of those entitled to occupy all of the Units, or by the Occupant(s), licensees or invitees of any such Unit(s), may be specially assessed against such Unit(s).

(c) Any Common Expenses incurred for services or items provided to Owners upon request therefor or which provide proportionate or uniform benefit to the Units, including, but not limited to, uniform charges for any Common Element entry devices, may be specially assessed equally among all of the Units which are benefited according to the benefit received.

7.6. Master Association Assessment. For so long as required pursuant to the Master Declaration, the Association shall collect all assessments and charges levied against the Condominium by the Master Association, if any, concurrently with collecting the Association's assessments. The Association shall disburse the full amount of the Master Association's assessments and charges to the Master Association in accordance with the Master Declaration. This assessment obligation shall be enforceable by the Association against each individual Unit Owner.

7.7. Budgets. It shall be the duty of the Board to prepare and deliver to the members a budget covering the estimated costs and expenses of operating the Condominium during the coming year, which shall include funding of a capital repair and replacement reserve for the replacement of improvements to the Common Elements and those Limited Common Elements that the Association is obligated to maintain. In addition, the total amount of assessments, costs and expenses applicable to the Condominium as provided in the Master Declaration, shall also be budgeted as a Common Expense of the Association. The Board shall cause the budget and notice of the assessments to be levied against each Unit for the following year to be delivered to each member at least twenty-one (21) days prior to the due date for payment of the assessment (or the first installment thereof). The budget and the assessment shall become effective unless disapproved at a duly called and constituted meeting of the

Association by members holding a majority of the Total Association Vote; provided, however, if a quorum is not obtained at such meeting, the budget shall become effective even though a vote to disapprove the budget could not be called at the meeting. Notwithstanding anything to the contrary herein, the portion of the Association budget attributable to assessments levied pursuant to the Master Declaration may be disapproved only as provided for in the Master Declaration.

In the event that the membership disapproves the proposed budget or the Board fails for any reason to determine the budget for the succeeding year, then and until such time as a budget has been determined as provided herein, the budget in effect for the current year shall continue for the succeeding year. In such case, the Board may propose a new budget at any time during the year at a special meeting of the Association. The proposed budget and assessment shall be delivered to the members at least twenty-one (21) days prior to the proposed effective date thereof and at least seven (7) days prior to the special meeting. The approval procedure set forth above for budgets shall also apply to budgets considered at special meetings.

Annual assessments include any sums the Board determines necessary for the continued ownership, operation and maintenance of the Common Elements, operating expenses of the Association, payment for any items of betterment and the establishment of reserve funds as the Board shall deem proper. Annual assessments may include, without limitation, sums for property taxes, insurance premiums, legal and accounting fees, management and/or administrative fees, charges for services made available to Owners and Occupants, cleaning and janitor services, trash and recycling removal, landscape maintenance, termite bond, water and other utility usage fees and other related charges, expenses and liabilities incurred as provided herein and in the Articles of Incorporation and Bylaws for indemnification of officers and directors and in connection with the enforcement of rights and duties of the Association against Owners and others and as otherwise provided in the Master Declaration and the Reciprocal Easement Agreements, respectively.

7.8. Statement of Account. Any Owner, Mortgagee, or a Person having executed a contract for the purchase of a Unit, or a lender considering a loan to be secured by a Unit, shall be entitled, upon written request, to a statement from the Association or its managing agent setting forth the amount of assessments due and unpaid, including any late charges, interest, fines, or other charges against a Unit. The Association shall respond in writing within five (5) business days of receipt of the request for a statement; provided, however, the Association may require the payment of a fee not exceeding ten and no/100 dollars (\$10.00) or such higher amount authorized by the Act, as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Unit as of the date specified therein.

7.9. Surplus Funds and Common Profits. Pursuant to Section 44-3-108 of the Act, common profits from whatever source shall be applied to the payment of Common Expenses. Any surplus funds remaining after the application of such common profits to

the payment of Common Expenses shall, at the option of the Board of Directors, either be distributed to the Owners or credited to the next assessment chargeable to the Owners in proportion to the liability for Common Expenses attributable to each Unit, or added to the Association's reserve account, if any.

7.10. Capital Budget and Contribution. The Board of Directors shall, from time to time, prepare a capital budget or evaluation which takes into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the Association's projected capital needs both as to amount and timing by annual assessments over the period of the budget. Any required capital contribution shall be included within the budget and assessment as provided in Section 7.7 hereof. The Board shall at all times have the exclusive right to make expenditures from the Association capital reserve account to make capital improvements to the Common Elements and other portions of the Condominium which the Association is obligated to maintain, to fund unforeseen or unanticipated expenditures in excess of those budgeted, or to acquire additional equipment or services deemed necessary or desirable by the Board of Directors. Such expenditures from the Association capital reserve account shall be made in the Board's sole discretion, and shall not require the approval of the Owners.

7.11. Capital Contribution Upon Transfer of Title. Upon each and every transfer of title or any portion of the title to a Unit to a new Owner, including, without limitation, a transfer of title to a Unit pursuant to a deed under power following a foreclosure of a Mortgage or pursuant to a deed in lieu of foreclosure of such Mortgage, a transfer fee shall be made by or on behalf of the new Owner to the working capital of the Association in an amount equal to one-sixth (1/6) of the annual assessment for such Unit for that year. This contribution shall constitute a specific assessment against a Unit, shall be in addition to, not in lieu of, the annual assessment and shall not be considered an advance payment of such assessment. This amount shall be collected from the new Owner of the Unit at closing and disbursed to the Association; or, if not collected at closing, paid immediately upon demand by the Association. The Association may use the funds for any purpose which provides a direct benefit to the Condominium, including, without limitation, for the payment of operating expenses of the Association and other expenses incurred by the Association pursuant to the provisions of this Declaration.

7.12. Foreclosure Administration Fee. It is recognized that foreclosures of mortgages on Units create substantial administrative and other burdens on the Association. These additional burdens on the Association include, but are not limited to, having to monitor the status of mortgages and legal periodicals to determine when foreclosures occur, searching the Fulton County, Georgia land records to determine the names of the purchasers at foreclosure sales, contacting the foreclosure purchasers/owners regarding foreclosure-purchaser responsibilities and assessment obligations, and updating Association records multiple times to deal with just a single Unit. Pursuant to this Declaration and Section 44-3-80(b) of the Act, the Association is

authorized to assess individual Owners certain fees and expenses occasioned by and benefiting just those Owners or those Owners' Units. In accordance with these provisions, and in addition to annual assessments, special assessments, and other charges provided for in this Declaration, any Person who acquires a Unit at a foreclosure sale of the mortgage on such Unit, or by deed in lieu of a foreclosure, will be required to pay the Association a Foreclosure Administration Fee at the time the foreclosure deed or deed in lieu of foreclosure is recorded in the Fulton County, Georgia land records. The Foreclosure Administration Fee shall constitute a specific assessment as described in this Declaration.

7.13. Utility Charges. The Condominium may be served by one or more master utility meters. The Association shall be responsible for the administration of expenses associated with any master utility meter(s) serving the Condominium, if any. The Association shall pay all usage charges for any utility supplied to the Condominium or any portion thereof through a master utility meter. In the event a Unit is served by a sub-meter which allows the Association to determine the usage or a particular utility attributable to a particular Unit, the Board of Directors may specifically assess such Unit for its share of such usage as a specific assessment as provided herein; provided, however, at the discretion of the Board of Directors, the Association may require each Owner to install separate utility meters for each Owner's Unit at the Owner's cost, or may install such meters and assess the costs thereof against each Unit as a specific assessment, and all charges for utility usage may be assessed to each Unit for its share as a specific assessment accordingly. The Association shall read, or hire a third-party to read, the sub-meter(s) serving a Unit, if any. The special assessment for utility usage for each Unit shall be determined by the Board of Directors and may be based on the actual amount of such utility used and supplied to each Unit or may be calculated by using estimates based on averages or other techniques, and may include expenses incurred by the Association and/or a reasonable administrative charge associated with the reading of each Unit's sub-meter; so long as the same method is used for each similarly situated Unit. In the event a Unit is not served by a sub-meter, the expenses associated with utility usage in the Condominium may be assessed as part of the annual assessment or as part of a specific assessment and allocated equitably among all of the Units or may be calculated by using estimates based on averages or other techniques; so long as the same method is used for each similarly situated Unit.

## Article 8 Insurance

8.1. Association Insurance. The Association shall obtain and maintain at all times, as a Common Expense, insurance as required by Section 44-3-107 of the Act as amended, and as required herein, together with such other insurance as the Board of Directors may determine to be necessary or advisable; provided, however, pursuant to Section 44-3-117 of the Act, the Master Association may obtain such insurance necessary to satisfy the requirements of Section 44-3-107 of the Act on behalf of the Association as provided in the Master Declaration. The minimum insurance obtained by or on behalf of the Association shall be in such amounts as required by Section 44-3-



107 of the Act, as amended. Such insurance shall run to the benefit of the Association, the Board of Directors, officers, all agents and employees of the Association, the Owners, and their respective Mortgagees, and all other persons entitled to occupy a Unit, as their interests may appear, and to such other Persons as may be provided in the Master Declaration. The Association's insurance coverage may exclude from coverage such items as may be authorized from time to time pursuant to Section 44-3-107 of the Act. The Association's insurance policy may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance equals at least the replacement cost of the insured property.

At least every two (2) years the Board may conduct an insurance review to verify that the policies in force are adequate to meet the Association's needs and to satisfy O.C.G.A. Section 44-3-107. Such responsibility may be performed, and shall be deemed reasonably performed, by the Board requesting the Association's insurance agent or the Master Association's insurance agent, as the case may be, to so verify.

In addition to the insurance required above, if and to the extent the same is not provided by insurance maintained by the Master Association, the Board of Directors shall obtain as a Common Expense:

(a) worker's compensation insurance if and to the extent necessary to meet the requirements of law;

(b) public liability insurance in amounts no less than required by O.C.G.A. Section 44-3-107, as amended, and officers' and directors' liability insurance in such amounts as the Board may determine; the public liability insurance shall contain a cross liability endorsement;

(c) fidelity bonds, if reasonably available, covering officers, directors, employees, and other persons who handle or are responsible for handling Association funds. Such bonds, if reasonably available, shall be in an amount which in the best business judgment of the Board of Directors reflects the estimated maximum amount of funds, including reserve funds, that will be in the custody of the Association or its management agent at any time while the policy is in force, or any lesser amount of fidelity coverage allowable under the applicable Fannie Mae guidelines and shall contain waivers of any defense based upon the exclusion of persons serving without compensation; provided, however, fidelity coverage may be less than the foregoing based on the implementation of financial controls which take one or more of the following forms: (i) the Association or management company, if any, maintains a separate bank account for the working account and the reserve account, each with appropriate access controls, and the bank in which funds are deposited sends copies of the monthly bank statements directly to the Association; (ii) the management company, if any, maintains separate records and bank accounts for each association that uses such company's services and the management company does not have the authority to

draw checks on, or to transfer funds from, the Association's reserve account; or (c) two (2) members of the Board must sign any checks written on the reserve account; and

(d) such other insurance as the Board of Directors may determine to be necessary or advisable from time to time.

8.2. Owner's Insurance. Every Owner shall be obligated to obtain and maintain at all times insurance covering the Unit to the extent not insured by policies maintained by or on behalf of the Association. In addition, each Owner shall, at the Owner's expense, maintain in full force and effect general liability and property damage insurance covering the Unit and the Owner's or Occupant's use thereof against claims for personal injury or death and property damage occurring upon or about the Unit, such insurance to afford protection to such limits as may be established by the Board from time to time. Owners shall provide evidence of such insurance to the Association if requested by the Board of Directors. In the event that any Owner fails to obtain insurance as required hereunder, the Association may purchase such insurance on behalf of the Owner and assess the cost thereof to the Owner and such Owner's Unit, to be collected in the manner provided for collection of assessments under Article 7 hereof. In no event shall the insurance coverage obtained and maintained by or on behalf of the Association hereunder be brought into contribution with insurance purchased by individual Owners or their Mortgagees.

8.3. Exclusions. The public liability insurance carried by or on behalf of the Association as a Common Expense shall not be required to include insurance for individual Owners for liability arising within the Unit or such other items as may be excluded pursuant to Section 44-3-107 of the Act, as amended.

8.4. Insurance Deductibles. In the event of an insured loss, any required deductible shall be paid by the Person or Persons who would be responsible for such loss in the absence of insurance. If the loss affects more than one (1) Unit or a Unit and the Common Elements, the cost of the deductible may be apportioned equitably by the Board among the parties suffering loss in proportion to each affected Person's portion of the total cost of repair or otherwise as the Board determines to be equitable; provided, however, the amount of the deductible which may be allocated to an Owner for a Unit shall not exceed Five Thousand and No/100 Dollars (\$5,000.00) or such higher amount as authorized by the Act from time to time, per casualty loss covered under any insurance required to be maintained by or on behalf of the Association pursuant to the Act. Notwithstanding this, if the insurance policy provides that the deductible will apply to each Unit separately or to each occurrence, each Owner shall be responsible for paying any deductible pertaining to such Owner's Unit. If any Owner fails to pay the deductible when required hereunder, then the Association may pay the deductible and assess the cost to the Owner and such Owner's Unit as a specific assessment pursuant to Section 7.5 hereof.

8.5. Payment of Claims to Delinquent Owners. Notwithstanding anything to the contrary herein, in the event of an insured loss under the Association's master hazard

insurance policy for which the Association receives from the insurer payment for a loss sustained by an Owner who is delinquent in any payment owed to the Association, including, without limitation, any assessment under Article 7 hereof, the Association may retain and apply such proceeds to the delinquency. Any surplus remaining after application of the proceeds to any delinquency shall be paid by the Association to the affected Owner.

## Article 9 Repair and Reconstruction

9.1. Duty to Repair. In the event of damage to or destruction of all or any part of the Condominium as a result of fire or other casualty, the Board of Directors shall arrange for and supervise the prompt repair and restoration of the structure, unless: (a) Owners of Units entitled to cast at least two-thirds (2/3) of the Total Association Vote, including the Owner of any damaged Unit, elect not to proceed with the reconstruction and repair of the structure; and (b) the written consent of at least eighty percent (80%) of the owners of the Components (as defined in the Master Declaration) of the Master Condominium not to proceed with the reconstruction and repair of the structure is obtained. In the event of substantial damage or destruction, each institutional holder of a first Mortgage shall be entitled to written notice of the damage, and nothing in the Condominium Instruments shall be construed to afford a priority to any Owner with respect to the distribution of proceeds to any Unit. Notwithstanding the foregoing, each Unit Owner hereby appoints the Association as its attorney-in-fact for the purpose of and with respect to the filing and adjustment of all claims, the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability, and the execution of all documents and performance of all acts necessary to carry out the duties as set forth in this Article 9; provided, however, the provisions of this Article 9 shall be subject to the terms of the Master Declaration which shall govern and control regarding any damage or destruction to the extent that the same is covered by insurance obtained and maintained by the Master Association, in which event, the Association hereby appoints the Master Association as its attorney-in-fact for the purpose of and with respect to the filing and adjustment of all claims, the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability, and the execution of all documents and performance of all acts necessary to carry out the duties as set forth in this Article 9.

9.2. Cost Estimates. Promptly after a fire or other casualty causing damage to the Condominium, the Board of Directors shall obtain reliable and detailed estimates of the cost of repairing and restoring the structures insured by or on behalf of the Association (including any damaged Unit) to substantially the condition which existed before such casualty except as specifically provided herein, allowing for any changes or improvements necessitated by changes in applicable building codes. Such costs may also include professional fees and premiums for such bonds as the Board of Directors determines to be necessary.

9.3. Source and Allocation of Proceeds. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair, as determined by the Board, or if at any time during the reconstruction and repair or upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, the additional costs shall be assessed against the Owners of the Unit(s) damaged in proportion to the damage to each such Owner's Unit(s) or against all Owners in proportion to each Owner's undivided interest in the Common Elements. This assessment shall not be considered a special assessment. If there is a surplus of funds after repair and reconstruction is completed, such funds shall be common funds of the Association to be used as directed by the Board of Directors.

9.4. Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the plans and specifications under which the Condominium was originally constructed, except where changes are necessary to comply with current applicable building codes or where improvements not in accordance with the original plans and specifications are approved by the Board. To the extent insurance proceeds are available, the Association may reconstruct or repair Owner improvements damaged as a result of fire or other casualty. As finish levels can have varying degrees, such repairs or reconstruction will be complete only to the extent they are covered by the Association's insurance, and, then, only to the extent of being "paint-ready." Units that may require repair or reconstruction such as tile and trim, will be reinstated only to the extent of readily available matching or similar materials (trim and such will also be finished to "paint-ready"). Due to the uncontrollability of quality of repair and reconstruction, items such as faux paint treatment, wallpaper, ceiling/wall appliqué, and any other finishes that the Board deems unreasonable, will not be the responsibility of the Association. Accessibility around personal belongings for workers to perform such repairs is the responsibility of the Owner. Removal, storage, or other protective measures of personal items are also the responsibility of the Owner. If the removal, storage or other protective measures are not taken by the Owner and damage occurs due to the repair and reconstruction process, the Association will not be liable for such damage. Upon completion of such repairs or reconstruction, the Association will perform a cursory cleaning. As a level of cleaning is subjective, the Association will not be responsible for a detailed cleaning. The Board has sole discretion on defining what is reasonable for the level, quality and extent of the repair or reconstruction and subsequent cleaning. In performing its responsibilities hereunder, the Association shall have the authority to delegate to such Persons, firms or corporations of its choice such duties as are approved by the Board.

9.5. Encroachments. Encroachments upon or in favor of Units which may be created as a result of reconstruction or repair shall not constitute a claim or basis for any proceeding or action by an Owner upon whose property such encroachment exists, provided that such reconstruction was substantially in accordance with the architectural plans under which the Condominium was originally constructed. Such encroachment shall be allowed to continue in existence for so long as the reconstructed building shall stand.

9.6. Construction Fund. The net proceeds of the insurance collected on account of a casualty and the funds collected by the Association from assessments on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair in the manner set forth in this Article and are to be disbursed by the Board of Directors in appropriate progress payments to such contractor(s), supplier(s), and personnel performing the work or supplying materials or services for the repair and reconstruction of the Condominium as are designated by the Board.

## Article 10 Architectural Control

### 10.1. Architectural Standards.

(a) Exterior Modifications. Except as provided herein, no Owner, Occupant or any other Person may make any encroachment onto the Common Elements, including the Limited Common Elements, or make any exterior change, alteration, or construction (including, without limitation, painting, landscaping, utility work, alteration or installation of alarms and/or alarm systems) to a Unit or the Common Elements, including the Limited Common Elements, nor erect, place or post any object, sign, furniture, equipment, light, storm door or window, artificial vegetation, sculpture, fountain, flag, play equipment, electric vehicle charging outlet or thing outside of a Unit, on the exterior or roof of the Condominium building, in any window (except window treatments as provided herein), on any Limited Common Elements, or on any other Common Elements, without first making a complete written application to and obtaining the written approval of the Architectural Control Committee (the "ACC"). Notwithstanding the foregoing, a mezuzah or comparable religious symbol not larger than one inch (1") in width and seven inches (7") in length may be posted on the doorframe of a Unit; and reasonable seasonal decorations may be displayed from within a Unit between Thanksgiving and January 15th. In order to preserve the structural integrity of the glasswall system, no Owner or Occupant shall penetrate or attach any film or other item or object (including, but not limited to, window treatments, satellite dish, antenna or other device for the transmission or reception of television signals, radio signals or any format electromagnetic wave or radiation) to the interior and/or exterior surfaces of the glass wall system or other system or surface that constitutes an exterior wall of the Unit.

### (b) Interior Modifications.

(1) Alterations to the Interiors of the Units. In addition to the foregoing, without first making a complete written application to and obtaining the prior written approval of the ACC, no Owner, Occupant or any other Person may make or perform any construction, change, modification, addition, or alteration to or within a Unit that: (i) involves connecting to or relocating any Common Element pipes, lines, conduits and/or other apparatus for access to common utilities (including, without limitation, for installation of clothes washers and dryers) whether located inside or outside of the Unit

boundaries; (ii) places an excessive load on any structural or load bearing portions of a Unit or the Common Elements; or (iii) requires penetration of any concrete floor or ceiling slab. Such approval shall not be granted by the ACC unless the Owner or Occupant of the Master Unit or that portion of the Master Unit for which the change is being requested, as the case may be, has presented to the ACC such information as the ACC may reasonably require, including, but not limited to, the following documentation: (A) a report or drawing prepared and certified by a structural engineer licensed in the State of Georgia, which report or drawing shall demonstrate that such proposed modifications will not in any way adversely affect or impair the structural soundness, integrity or operation of the Common Elements, other Units, other Components in the Master Condominium, the Condominium building or any mechanical systems, utility systems or emergency systems, including, without limitation, any wires, pipes, lines, conduits or other apparatus associated therewith; (B) building plans for the proposed modifications; (C) all necessary permits or approvals required by governmental authorities for the proposed modifications; (D) a certificate of insurance from the applicant's contractor, which names the Association and the Owner of the Unit as an additional insured. In addition, such approval may be conditioned on receipt by the Board of Directors within seven (7) days of completion of the interior modifications of a copy of the certificate of occupancy and an inspection report prepared and certified by a structural engineer licensed in the State of Georgia. Notwithstanding the above, an Owner desiring to make or perform any construction, change, modification, addition, or alteration to or within a Unit, regardless of whether such Owner believes that such modifications will affect the structure or load bearing portions of a Unit or building, Common Elements, other Units, other Components in the Master Condominium, the Condominium building or any mechanical systems, utility systems or emergency systems, must make application to the ACC in order for the ACC to make the determination of whether the ACC's approval is required.

Furthermore, if alterations to the interior of a Unit require the penetration of any concrete floor or ceiling slab, the applicant shall also provide the Board of Directors with a report prepared and certified by a structural engineer licensed in the State of Georgia confirming that an analysis has been performed for the purposes of verifying that such penetration of the concrete floor or ceiling slab will not impair the structural integrity of such concrete floor or ceiling slab or result in the severing of any structural post-tension system. In addition, all building code requirements must be complied with and necessary permits and approvals secured for any interior modifications.

Notwithstanding the foregoing, an Owner shall not relocate or make any connection to a building mechanical system, utility system or emergency system, or any other Common Element pipe, line, conduit and/or other apparatus for access to common utilities if such connection will impair or have an adverse effect to the building mechanical systems, utility systems or emergency systems, or other utilities or service of utilities to any other Unit or any portion of any other Component of the Master Condominium.

(2) Alterations to the Interiors of Adjoining Units. In accordance with Section 44-3-90 of the Act, if any Owner acquires an adjoining Unit, such Owner may (subject to prior written approval of the ACC as provided in this Article 10 and prior written approval of the respective Mortgagees of such Units, if any), remove all or any part of any intervening partition or to create doorways or other apertures therein, notwithstanding the fact that such partition may, in whole or part, be part of the Common Elements, so long as (aa) no portion of any structural or load bearing wall, column or other portion of the building or Unit(s) is materially weakened or removed, (bb) the ACC has approved plans for the foregoing, and (cc) no portion of any Common Elements or of the Master Condominium, including, without limitation, any mechanical systems, utility systems or emergency systems of either, is damaged, destroyed or endangered, other than that partition and any chutes, flues, ducts, conduits, wires or other apparatus contained therein, which shall be relocated by such Owner if such facilities serve any other part of the Condominium or the Master Condominium. The alterations permitted by this subsection shall not be deemed an alteration or relocation of boundaries between adjoining Units.

(3) Subdivision and Partition of Units; Relocation of Boundaries. A Unit may be subdivided into a smaller Unit or Units and boundaries between adjoining Units may be relocated only in accordance with the provisions of Article 4 of this Declaration; provided, however, any construction, change, modification, addition, or alteration shall be subject to review and approval of the ACC under this Article.

(c) General. Applications for approval of any construction, change, modification, addition, or alteration under this Article shall be in writing and shall provide such information as the ACC may reasonably require. The ACC shall be the sole arbiter of such application and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction which is not in conformance with approved plans. The standard for approval of any such change, alteration, or construction shall include, but not be limited to, aesthetic consideration, materials to be used, harmony with the external design of the existing buildings, the location in relation to surrounding structures and topography and the impact of such approval, if any, on the increase or decrease of sounds and vibrations between the Units and between the affected Unit and the Common Elements. The ACC or the Board may publish written architectural standards for interior and/or exterior construction, changes, modifications, additions, or alterations to Units and/or Common Elements, including, without limitation, the Limited Common Elements. The ACC may allow such encroachments on the Common Elements and Limited Common Elements as it deems acceptable.

In the event that the ACC fails to approve or to disapprove such application within sixty (60) days after the application and all information the ACC may reasonably require has been submitted and any construction deposit required thereby paid in full, the Owner submitting the application may issue written notice, which includes a copy of the application, via certified mail, to the Association President informing the President of the Owner's intent to proceed with the modification as

identified in the application. It is the Owner's responsibility to ensure that a Board member has received the application. Unless the Association issues a written disapproval of the application within ten (10) days of receipt of the Owner's notice, the approval will not be required and this section will be deemed complied with as to the items specifically identified in the application. However, even if the requirements of this section are satisfied, nothing herein shall authorize anyone to construct or maintain any modification that is otherwise in violation of the Declaration, Bylaws, or rules and regulations of the Association, or of any applicable zoning or other laws. Except as provided in this section, no approval of a modification shall be valid unless issued in writing. Owners may not rely on any verbal approval or statements from any person as the approval required for a modification. Notwithstanding any of the foregoing, any Owner who is shown on the books and records of the Association as more than thirty (30) days delinquent in the payment of any assessments or other charges to the Association, or who is otherwise in violation of the terms of the Declaration, Bylaws, or rules and regulations of the Association shall not be eligible for approval of an ACC application.

10.2. Condition of Approval. As a condition of approval for a requested construction, change, modification, addition, or alteration, an Owner, on behalf of such Owner and such Owner's successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement and insurance of such change, modification, addition, or alteration. It shall be the responsibility of each Owner to determine on such Owner's own behalf what modifications have been made to such Owner's Unit by any predecessor-in-interest. In the discretion of the ACC, an Owner may be made to verify such condition of approval by written instrument in recordable form acknowledged by such Owner. The ACC may also establish such other conditions of approval as it may determine necessary or appropriate, including reasonable construction commencement and completion times. All construction, changes, modifications, additions, or alterations approved hereunder must be commenced within one hundred eighty (180) days from the date of approval. If such work is not commenced within such time period, then such approval shall be deemed revoked unless the ACC gives a written extension for commencing the work. All work approved hereunder shall be completed in its entirety within ninety (90) days from the date of commencement, unless otherwise agreed in writing by the ACC. All approved construction, changes, modifications, additions, or alterations must be completed in their entirety. An Owner may not construct only a portion or part of an approved construction, change, modification, addition, or alteration.

10.3. Limitation of Liability. Review and approval of any application hereunder may be made on any basis, including solely the basis of aesthetic considerations only. The Board, the ACC, their respective members, the Association and its officers, directors, employees and agents, shall not bear any responsibility for ensuring the design quality, structural integrity or soundness of approved construction or modifications, or for ensuring compliance with building codes, zoning regulations and other governmental requirements. The Board, the ACC, their respective members, the Association its officers, directors, employees and agents, shall not be held liable for any



injury, damages or loss arising out of the manner or quality of approved construction on or modifications to any portion of the Common Elements or any Master Unit.

10.4. No Waiver of Future Approvals. Each Owner acknowledges that the Board and ACC members will change from time to time and that interpretation, application and enforcement of the architectural standards may vary accordingly. Each Owner further acknowledges that different architectural and other standards may be adopted and/or applied for different parts of the Condominium, based on street visibility, location of proposed modification in a building, or other criteria reasonably determined. Approval hereunder shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

10.5. Enforcement. Any construction, change, modification, addition, alteration, or other work done in violation of this Article shall be deemed to be nonconforming. Upon written request from the Board, Owners shall, at their own cost and expense, remove such construction, alteration, or other work and shall restore the property to substantially the same condition as existed prior to the construction, alteration, or other work. Should an Owner fail to do so, the Association, acting through the Board or a designated agent thereof, shall have the right to enter the property and do so. All costs thereof, including, without limitation, reasonable attorney's fees actually incurred, shall be chargeable to, and collectable from, such Owner and/or shall be an assessment and lien against such Owner's Unit, collectable in the manner provided under Article 7 for the collection of assessments. Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of this Article and the design and development guidelines, if any, may be excluded by the Association from the Condominium. In any such event, neither the Association nor the officers, directors, members, employees and agents thereof shall be held liable to any Person for exercising the rights granted by this Article including claims for damages resulting from the removal of the nonconforming structure in accordance herewith. If any Owner or Occupant makes any change, alteration, or construction (including landscaping) upon the Common Elements or Limited Common Elements in violation hereof, such Owner or Occupant does so at such Owner's or Occupant's sole risk and expense, and subject to possible removal by the Board at any time. However, if the change, alteration or construction is permitted to remain on the Common Elements or Limited Common Elements, it shall remain without reimbursement to the Owner or Occupant for any expense such Owner or Occupant may have incurred in making the change, alteration or construction. In addition to any other remedies available to the Association in the event of noncompliance with this Article, the Association, acting through its Board, may record in the appropriate land records a notice of violation hereunder naming the violating Owner. In addition to the foregoing, the Association shall have the authority and standing to pursue any and all remedies available at law and equity to enforce the provisions of this Article.

10.6. Variances. Notwithstanding anything to the contrary contained herein, the Board of Directors shall be authorized to grant individual variances from any of the

provisions of this Declaration and the architectural guidelines, if any, if it determines that waiver of application or enforcement of the provision in a particular case is dictated by unique circumstances, such as, but not limited to, hardship, aesthetic considerations or environmental considerations and would not be inconsistent with the overall scheme of development for the Condominium and the Master Condominium. No variance shall (a) be effective unless in writing, (b) be inconsistent with the overall scheme of development for the Condominium or the Master Condominium, or (c) prevent the Board from denying a variance in other similar circumstances. For purposes of this provision, the inability to obtain approval of any governmental agency or the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

10.7. Architectural Control Committee. The ACC shall constitute a standing committee of the Association and shall consist of the Board unless the Board appoints others to serve on the ACC, in which event the members of the ACC shall serve at the pleasure of the Board. The chairperson of the ACC shall be a Board member.

10.8. Approval under Master Declaration. The provisions for architectural control contained in this Declaration shall be in addition to, and not in lieu of, the architectural control provisions contained in the Master Declaration. Whenever approval of the Board of Directors or the ACC is required under this Declaration, the granting of such approval, if any, shall not dispense with the need to also comply with the approval procedures set forth in the Master Declaration. All proposed construction, modifications, alterations, and improvements shall be submitted for consideration of the ACC pursuant to this Declaration before being submitted for approval pursuant to the Master Declaration. Any application vetoed or otherwise disapproved under the Master Declaration, shall be deemed disapproved by the ACC; provided, however, in no event shall approval of any proposed exterior change, alteration, or construction pursuant to the Master Declaration compel the approval of the ACC hereunder.

## Article 11

### Use Restrictions

11.1. General. Each Owner shall be responsible for ensuring that the Owner's family, guests, tenants and Occupants comply with all provisions of the Condominium Instruments and the Association's rules and regulations. Furthermore, each Owner and Occupant shall always endeavor to observe and promote the cooperative purposes for which the Association was established. In addition to any rights the Association may have against the Owner's family, guests, tenants or Occupants, as a result of such person's violation of the Condominium Instruments or the rules and regulations of the Association, the Association and/or the Master Association may take action hereunder against the Owner as if the Owner committed the violation in conjunction with the Owner's family, guests, tenants or Occupants.

11.2. Rules and Regulations. The Board of Directors may, from time to time, without a vote of the members, promulgate, modify or delete rules and regulations

applicable to the Condominium. Such rules and regulations shall be distributed to all Owners prior to the date that they are to become effective and shall thereafter be binding upon all Owners and Occupants until and unless overruled, canceled or modified by a majority of the Total Association Vote.

### 11.3. Use of Units.

(a) Residential Units. Each Residential Unit shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Residential Unit or any part of the Condominium appurtenant to a Residential Unit, except that the Owner or Occupant residing in a Residential Unit may conduct ancillary business activities within the Residential Unit so long as:

(1) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside of the Unit;

(2) the business activity does not involve visitation of the Unit by employees, clients, customers, suppliers or other business invitees in greater volume than would normally be expected for guest visitation to a the Owner or Occupant residing in a Residential Unit without business activity;

(3) the business activity is legal and conforms to all zoning requirements for the Condominium;

(4) the business activity does not unreasonably increase traffic in the Condominium (other than by a reasonable number of deliveries by couriers, express mail carriers, parcel delivery services and other such similar delivery services);

(5) the business activity does not increase the insurance premium paid by the Master Association or otherwise by or on behalf of the Association, or otherwise negatively affect the Association's or Master Association's ability to obtain insurance coverage;

(6) the business activity is consistent with the residential character of the Condominium and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Condominium, or bring in transient occupants, as determined in the Board's discretion; and

(7) the business activity does not result in a materially greater use of Common Elements or Association facilities or services.

The terms "business" and "trade," as used herein, shall have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (1) such activity is engaged in full- or part-time; (2) such activity is intended to or does

generate a profit; or (3) a license is required therefor. Notwithstanding the above, the use of a Unit by an on-site management agent operating on behalf of the Association shall not be considered a trade or business within the meaning of this Section.

This Section shall not apply to activities of the Association. Leasing of a Unit in compliance with the requirements of Article 12 herein shall not be considered a trade, business or business activity for purposes of this Section.

(b) Commercial Unit. The Commercial Unit shall be used only for such permitted uses specifically set forth in subparagraph 15(a)(ii)(A) through (U) of the Master Declaration or for general office purposes, and shall be subject to all other use restrictions that are more specifically set forth in Paragraph 15 of the Master Declaration.

11.4. Use of Common Elements. There shall be no obstruction of the Common Elements, nor shall anything be kept on, parked on, stored on or removed from any part of the Common Elements without the prior written consent of the Board, except as specifically provided herein. With prior written Board approval, and subject to any restrictions and conditions imposed by the Board, an Owner may reserve portions of the Common Elements for use for a period of time as set by the Board. Any such Owner who reserves a portion of the Common Elements as provided herein shall assume, on behalf of such Owner and such Owner's guests, Occupants and family, all risks associated with the use of the Common Elements and all liability for any damage or injury to any person or thing as a result of such use. The Association shall not be liable for any damage or injury resulting from such use unless such damage or injury is caused solely by the willful acts or gross negligence of the Association or its agents or employees acting in their official capacity. There shall be no use of or access to the roof of the Condominium building by the Owners, their family members, guests, tenants, invitees, agents or contractors. The Association and its agents and contractors shall have access to the roof for performing its maintenance and repair responsibility. There shall be no gardening or landscaping on the Common Elements by Owners or Occupants without the prior written consent of the Board.

11.5. Use of Limited Common Elements, Storage Spaces, Balconies, Patios and Terraces. Except as otherwise provided herein, the use of the Limited Common Elements assigned to the Units is restricted exclusively to the Owner and Occupants of the Unit to which such Limited Common Elements are assigned and said Owner's family members, guests, tenants and invitees. The Limited Common Elements are reserved for exclusive use by the Owners of one or more Units, but are a part of the Common Elements, and the restrictions applicable to the Common Elements shall also apply to the Limited Common Elements.

(1) Balconies, Patios and Terraces. Objects shall not be permitted to hang over or be attached to any exterior surface of a balcony, railing, terrace wall or patio wall or to otherwise protrude outside of the vertical plane formed by the exterior surface of a balcony or terrace wall or patio wall. Penetration of the surfaces

of a balcony, terrace or patio floor or a balcony or terrace wall or patio wall is prohibited. Enclosure of a balcony, terrace or patio is prohibited. As used herein, "enclosure" shall mean the permanent enclosure of a balcony, terrace or patio, as the case may be, including, without limitation, into the heated and cooled space within the boundaries of a Unit or any portion thereof. Except as may be otherwise specified in the architectural guidelines promulgated by the ACC or in the rules and regulations promulgated by the Board, as the case may be, or as may be approved writing in accordance with Article 10 hereof, no object, including, without limitation, potted plants, grills, umbrellas, bicycles, laundry, garments, towels awning, canopies, or other objects, may be placed or otherwise located on a balcony, terrace or patio serving a Unit. The criteria considered in the determination of whether an object is approved for placement on a balcony, terrace or patio may include, without limitation, type, material, composition, style, design, dimensions, weight, color, placement and other characteristics. Unless otherwise prescribed in the architectural guidelines promulgated by the ACC or in the rules and regulations promulgated by the Board, patio furniture padding and cushions shall not be placed or otherwise located on a balcony, terrace or patio for more than twelve (12) consecutive hours in any twenty four (24) hour period. Notwithstanding anything herein to the contrary, it shall be the sole responsibility of the Owner and Occupant of a Unit to remove all objects from a balcony, terrace or patio during periods of high winds to prevent objects from being blown from a balcony, terrace or patio and to refrain from engaging in any activity that may cause any object to fall from a balcony, terrace or patio. Any Owner or Occupant who places or maintains any object upon a balcony, terrace or patio shall be deemed to have agreed to indemnify and hold harmless the Association and the directors, officers, employees and agents thereof from and against any loss, claim or liability of any kind or character whatever arising by reason of placing or maintaining such object within such balcony, terrace or patio.

(2) Storage Spaces. Each storage spaces shall be used solely for the purpose of storing personal property of the Owner of the Unit to which such storage space is assigned as a Limited Common Element or its Occupants. No Person shall store, use, generate or dispose of any explosives or any flammable, odorous, noxious, corrosive, hazardous or pollutant materials or any other items in the storage space that would cause a nuisance or dangerous condition or otherwise violate the provisions of this Declaration or the Master Declaration. No storage space shall be used for any purpose which is unlawful or contrary to any ordinance, regulation or other law, including, without limitation, any fire code or health code. If any explosives or any flammable, odorous, noxious, corrosive, hazardous or pollutant materials or any other items are stored, used, generated or disposed of on or in a storage space or if the storage space becomes contaminated in any manner for which an Owner or Occupant thereof is legally liable, such Owner and Occupant shall indemnify and hold harmless the Association and the Board of Directors from and against any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses and any and all sums paid from settlement of claims, attorneys' fees, consultant and expert fees, arising as a result of that contamination by such Owner or Occupant.

11.6. Number of Occupants. The maximum number of individuals occupying a Residential Unit shall be limited to two (2) people per bedroom in the Residential Unit (as such bedrooms are depicted on the original Plat and Plans). For purposes of this Section, efficiencies or studio-type Residential Units shall constitute a one (1) bedroom unit. "Occupying a Residential Unit," for purposes hereof, shall be defined as staying overnight in a Residential Unit for a total of more than thirty (30) days, either consecutive or nonconsecutive, in any calendar year. Upon written application, the Board may grant variances to this restriction to comply with provisions of the Fair Housing Amendments Act of 1988 or any amendments thereto.

If an Owner of a Unit is a corporation, partnership, trust or other legal entity not being a natural person, the entity shall designate in writing to the Board the name(s) of the person(s) who will occupy the Unit, and if at least one of the occupants of the Unit is not a shareholder of the corporation, partner of the partnership, trustee or beneficiary of the trust, or principal of the other legal entity, then such occupancy shall be considered a lease under Article 12 hereof. The designated person(s) to occupy the Unit may not be changed more frequently than once every 12 months without the express written consent of the Board as determined in the Board's sole discretion.

11.7. Prohibition of Damage, Nuisance and Noise. Without the prior written consent of the Board of Directors, nothing shall be done or kept on or upon the Condominium which would increase the cost of insurance maintained by or on behalf of the Association or the Master Association, which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body, or which would increase the Common Expenses. The Units within the Condominium are built in close proximity to one another, resulting in the sharing of common walls, floors and ceilings. As a result, noise and vibration may be detectable between Units or between Units and the Common Elements. Therefore, an Owner or Occupant shall not conduct activities within a Unit or use a Unit in a manner that interferes with or causes disruption to the use and quiet enjoyment of another Unit by its respective Owner and Occupant. Noxious, destructive or offensive activity shall not be carried on upon the Condominium. No Owner or Occupant may use or allow the use of the Unit or any portion of the Condominium at any time, in any way or for any purpose which may endanger the health, unreasonably annoy or disturb or cause embarrassment, or discomfort to other Owners, or constitute, in the sole opinion of the Board of Directors, a nuisance. No damage to or waste of the Common Elements or of common services paid for as a Common Expense shall be permitted by any Owner. Each Owner shall indemnify and hold the Association and the other Owners harmless against all loss to the Association or other Owners resulting from any such damage or waste caused by such Owner, guests, invitees, or Occupants of the Unit.

It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly or unkempt condition on a Unit and the Limited Common Elements assigned thereto. No property within the Condominium shall be used, in whole or in part, for the storage of any property or thing that will cause such Unit or the Limited Common Elements assigned thereto to appear to be in an

unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding property. It shall be the responsibility of each Owner and Occupant to prevent its customers, employees, licensees and invitees, from loitering in or on any of the Common Elements or Limited Common Elements. No plants, animals, device or thing of any sort shall be maintained in the Condominium whose activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the Condominium by other Owners and Occupants. Without limiting the generality of the foregoing, no exterior speakers, horns, whistles, bells, or other sound devices, except security devices used exclusively for security purposes, screaming, shouting, excessively loud talking, fighting, raucous behavior, insobriety, playing loud music or television, use of any alarm, equipment, or device, mechanical or otherwise which creates or produces excessively loud sounds or any vibrations, or any conduct which creates any noxious or offensive odors shall be permitted, located, used or placed on any Unit or any the Limited Common Elements assigned thereto, or any portion thereof. The inconvenience complained of shall not be fanciful, or such as would affect only one of fastidious taste, but it shall be such as would affect an ordinary, reasonable person as determined in a particular instance by the Board.

No Owner, Occupant or agent of such Owner or Occupant shall do any work which, in the reasonable opinion of the Board, would jeopardize the soundness or safety all or any portion of the Condominium or any structure thereon, would reduce the value thereof, or would impair any easement or other interest in real property thereto, without in every such case the unanimous, prior written consent of all members of the Association and their Mortgagees.

11.8 Parking. Vehicles permitted under this Section shall be parked only in appropriate parking areas serving the Unit or other designated parking areas established pursuant to the Declaration, if any. The term "vehicles," as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, minibikes, scooters, go-carts, golf carts, trucks, campers, buses, vans and automobiles. The term "appropriate parking areas serving the Unit" shall refer to the designated, lined parking space(s) assigned as a Limited Common Element appurtenant to a Unit pursuant to the Act and Section 4.5 hereof, if any, or other areas authorized in writing by the Board. Any parking space(s) assigned as Limited Common Elements to a Unit shall be reserved for the exclusive use of the Occupants of said Unit or their visitors, guests, invitees and/or licensees, as the case may be. All parking shall be subject to such further reasonable rules and regulations as the Board may adopt from time to time.

Notwithstanding anything to the contrary in this Declaration, with respect to the five (5) handicap parking spaces that may be assigned as Limited Common Elements and shown on the Floor Plans as "HC," such handicap parking spaces shall be assigned subject to the right of the Association requiring the Owner to whose Unit such handicap parking space has been assigned as a Limited Common Element

(hereinafter, the "Original Owner") to grant a license to use such handicap parking space to another Owner (hereinafter, the "Disabled Owner"), provided that: (i) the Disabled Owner (or such Owner's Occupant) qualifies under applicable laws to use a handicap parking space in public facilities, (ii) the Disabled Owner provides the Original Owner with a license to use the Disabled Owner's parking space located in the Condominium, and (iii) upon such time that the Disabled Owner (or such Owner's Occupant) no longer qualifies as provided in subsection (i) hereof, the licensees shall automatically expire and the Original Owner and Disabled Owner shall use their respective, original parking spaces.

Disabled and/or stored vehicles are prohibited from being parked on the Condominium. For purposes hereof, a vehicle shall be considered "disabled" if it does not have a current license tag or if it is in a condition such that it is incapable of being operated upon the public highways. A vehicle shall be considered "stored" if it remains on the Condominium without being driven for fourteen (14) consecutive days or longer without prior written Board permission.

No towed vehicle, boat, personal watercraft, recreational vehicle, motor home, trailer, go cart, golf cart, camper, truck with a load capacity in excess of one (1) ton, bus or mobile home shall be parked, kept or stored in the Condominium, except if kept in an area designated in writing by the Board for such vehicle-type, if any. Commercial vehicles shall not be permitted on any portion of the Condominium; provided, however, construction, service, and delivery vehicles shall be exempt from this provision for such period of time as is reasonably necessary to provide service or to make a delivery to a Unit or the Common Elements; and provided, further, that this provision shall not apply to federal, state, or local governmental law enforcement vehicles. The term "commercial vehicles" as used herein, shall include, without limitation, any vehicle which bears the indicia of commercial use, including but not limited to writing, logos, ladders, ladder racks, or vehicles which are not primarily used for the transportation of passengers or having visible work equipment stored in or on the vehicle. Trucks with mounted campers which are used as a primary means of transportation shall not be considered recreational vehicles provided they are used on a regular basis for transportation and the camper is stored out of public view upon removal. If any vehicle is parked on any portion of the Condominium in violation of this Section or in violation of the Association's rules and regulations, the Board or agent of the Association may place a notice on the vehicle specifying the nature of the violation and stating that after twenty-four (24) hours the vehicle may be towed or booted. The notice shall include the name and telephone number of the person or entity that will do the towing or booting and the name and telephone number of a person to contact regarding the alleged violation. If twenty-four (24) hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within six (6) months of such notice, the Board or agent of the Association may have the vehicle towed or booted in accordance with the notice, without further notice to the Owner or user of the vehicle.

Limited Common Element parking spaces assigned to the Commercial Unit, if



any, are reserved for the exclusive use of the Owner or tenant thereof, the family members of the Owner or tenant, the employees of the Owner or tenant, and the invitees of the Owner or tenant.

If a vehicle is parked outside an assigned parking area, in a fire lane, is blocking another vehicle or access to another Unit's assigned parking space, is obstructing the flow of traffic, is parked on any sidewalk or grassy or landscaped area, is parked in a space which has been assigned as a Limited Common Element exclusively serving another Unit or Component of the Master Condominium, or otherwise creates a hazardous condition, no notice shall be required and the vehicle may be towed immediately. If a vehicle is towed or booted in accordance with this Section, neither the Association nor any director, officer or agent thereof shall be liable to any person for any claim of damage as a result of the towing or booting activity. Notwithstanding anything to the contrary herein, the Board of Directors may elect to impose fines or use other available sanctions, rather than exercise its authority to tow or boot.

11.9. Installation of Electric Vehicle Charging Outlet. Article 10 of this Declaration gives the Association the power to approve encroachments onto and modifications to the Common Elements of the Condominium, including but not limited to the installation of an electric vehicle charging outlet on any Limited Common Element parking spaces. In such an instance, the Owner or Occupant shall be required to comply with any and all maintenance covenants, architectural guidelines, rules, and regulations with respect to electrical wiring, electrical outlets, cost of electricity, and utility sub-meter installation, maintenance, repair and monitoring. Owners shall use only the vendors approved by the Association. Owners approved for such installation may not lease or license the charging outlet to other persons or allow use of the charging outlet by other persons. Owners may be obligated to pay the Association a non-refundable electricity usage fee for each month or partial month the charging outlet is used and the cost of reading and/or using the sub-meter. The Association and its Board of Directors and managing agents expressly disclaim that their approval of any charging outlet and/or installation work reflects upon the applicability of any building code, regulation or ordinance, or any other code, regulation, permit requirements, ordinance or law, or reflect upon the integrity or adequacy of the charging outlet, or related modifications, and neither the Association nor its Board of Directors or managing agents shall be liable for noncompliance with any building code, regulation or ordinance, or any other code, regulation, ordinance or law, or for any failure or inadequacy of the charging outlet, work or related modifications.

11.10. Signs. No signs, advertising posters, political placards or billboards of any kind shall be erected, placed, displayed or permitted to remain on the Condominium, including such as are displayed from the Units or the Limited Common Elements, without the prior written consent of the Board or its designee, with the exception of the following: (a) such signs as may be required by legal proceedings; and (b) signs erected by or on behalf of the Association. Signs related to business activities in the Commercial Unit may be installed on the entry glass doors of the Commercial Unit only with the prior written approval of the ACC, which approval shall not be unreasonably withheld,

delayed or conditioned. Any approved sign shall be installed and maintained by the Owner in compliance with the rules and regulations of the Association.

Notwithstanding anything herein to the contrary, the Board of Directors shall have the right, but not the obligation, to designate one or more areas within the Common Elements from time to time, including, without limitation, by installation of a directory board or other such display area, primarily for the use in advertising a Unit for sale or lease, as the case may be, or for such other purposes as the Board may designate. For so long as such area(s) is (are) designated and maintained, each Owner and such Owner's licensed real estate broker or agent may use the Condominium for access, ingress and egress to and from such area(s); provided however, the use of such area(s) shall be subject to such reasonable rules and regulations as may be adopted or promulgated by the Board from time to time. The Board may terminate designation and use of such area(s) entirely at any time, and no property rights therein of any kind are created hereby.

11.11. Window Treatments. Unless otherwise approved in writing pursuant to Article 10 hereof, all Unit windows shall have window treatments of the type, configuration, size, color and design established by the architectural guidelines promulgated pursuant to Article 10 hereof from time to time. All window treatments serving Units shall be approved in accordance with the provisions of Article 10 hereof or otherwise consistent with the architectural guidelines promulgated pursuant to Article 10 hereof. Identical replacement window treatments may be installed without further approval; but no modification to or change in window treatments may be made unless approved in accordance with the provisions of Article 10 hereof or unless otherwise authorized by the architectural guidelines promulgated pursuant to Article 10 hereof from time to time. Window treatments shall not be attached directly to the window wall (glasswall) system in a Unit. All window treatments shall be fastened to interior walls or structure in accordance with the architectural guidelines promulgated pursuant to Article 10 hereof from time to time or as otherwise approved pursuant to Article 10.

11.12. Firearms and Fireworks. The display or discharge of firearms or fireworks on the Common Elements or Limited Common Elements or within the portions of the Master Condominium other than the Condominium is prohibited; provided, however, that the display of lawful firearms is permitted by law enforcement officers and also is permitted for the limited purpose of transporting firearms to or from a Unit. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size, and shall also include, without limitation, sling shots, archery, and other projectile devices. The term "fireworks" shall include those items as listed in O.C.G.A. Section 25-10-1, as amended.

11.13. Animals. No Owner or Occupant may keep animals, other than two (2) dogs and/or cats (for a combined total of two (2) animals) per Unit and a reasonable number of other generally recognized household pets, all as determined in the discretion of the Board, weighing less than two (2) pounds each, such as, by way of example, fish, gerbils or small birds. No Owner or Occupant may keep, breed or

maintain any animal for any commercial purpose. No structure for the care, housing, or confinement of any animal shall be constructed or maintained on any part of the Common Elements, including Limited Common Elements, without prior written ACC approval (and in accordance with Article 10 hereof). No pets are allowed on any portion of the Common Elements, other than the designated dog walk area(s) located on the Common Elements and the Limited Common Element balcony, terrace or patio exclusively serving the Unit, if any; provided, however, an Owner or Occupant may walk a pet across the Common Elements for the purposes of entering or exiting the Condominium building and travelling directly to, using the most direct route, the dog walk area(s) located on the fourth floor of the Master Condominium building, as shown on the Master Floor Plans. Notwithstanding the foregoing, pets must be kept on a leash or otherwise be under the physical control of a responsible person at all times while on the Common Elements, except that dogs need not be leashed within a balcony, terrace or patio when attended by a person. Any animal feces left upon the Common Elements and Limited Common Elements, including, but not limited to, balconies, terraces or patios, or any portion of the Master Condominium must be removed immediately by the owner of the animal or the person responsible for the animal.

No potbellied pigs, venomous snakes, pit bulldogs, rottweilers, doberman pinchers, or other animals determined in the Board's sole discretion to be dangerous may be brought onto or kept on the Condominium or any portion of Master Condominium at any time. The Board may require that any animal which, in the Board's opinion, endangers the health or safety of any Owner or Occupant, or creates a nuisance or unreasonable disturbance, be permanently removed from the Condominium upon seven (7) days written notice. If the Owner or Occupant fails to do so, the Board may remove the animal. Notwithstanding the foregoing, any animal which, in the Board's sole discretion, presents an immediate danger to the health, safety or property of any Person may be removed by the Board without prior notice to the animal's owner.

Any Owner or Occupant who keeps or maintains any animal upon the Condominium shall be deemed to have agreed to indemnify and hold harmless the Association, the Master Association, and the directors, officers, employees and agents of each of the foregoing, from and against any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such animal within the Condominium.

**11.14. Grilling.** The use of outdoor grills, on or in the Condominium, including, without limitation, the balconies, terraces and patios is strictly prohibited.

**11.15. Replacing Carpet with Tile or Hardwood Floors.** No Owner, Occupant, or any other Person may replace carpeting with a tile, marble, vinyl or hardwood floor, or other hard surfaced flooring material, without first obtaining approval as set forth in Article 10 hereof. Among other factors, it may be considered whether the change will cause noise to any Unit or Common Element which will exceed the average noise level in property below Units with carpeted floors and whether the weight of the proposed flooring is appropriate and will not cause problems to the structure or subflooring. The

Owner applying for such approval shall provide information regarding these factors, as well as other information requested regarding the proposed flooring and its effect.

11.16. Transient Use. No Unit shall be made subject to or used for any hotel or transient purposes, occupancy for less than thirty (30) days, nor for any type of timesharing, fraction-sharing or similar program whereby the right to exclusive or non-exclusive use of a Unit rotates among owner's, participants, or members of a program on a fixed or rotating time schedule. Additionally, no occupancy will be permitted if the housing accommodations provided include customary hotel services such as room service for food and beverages, maid service, furnishing and laundering of linen, and bellboy services. No transient tenants or Occupants shall be accommodated in a Unit.

11.17. Solar Devices. No device which is designed or used for collection of or heating by solar energy or other similar purposes shall be placed, allowed or maintained upon any portion of the Condominium, including any Unit, without the prior written consent of the Board or its designee and, if appropriate, approval under Article 10 hereof.

11.18. Exterior Colors. As exterior maintenance of the Condominium, including, without limitation, painting, is the responsibility of the Association, no Person may paint or otherwise alter the exterior of the Condominium, including the exterior of any Unit or Common Element, or improvements constructed or maintained thereon without prior written consent in accordance with the provisions of Article 10 hereof.

11.19. Rubbish, Trash, and Garbage. All rubbish, trash, garbage and recycling material shall be regularly removed from each Unit and shall not be allowed to accumulate therein. No rubbish, trash, garbage or recycling material shall be placed on the Common Elements or Limited Common Elements or any portion of the Master Condominium, temporarily or otherwise, except in trash chutes, trash receptacles, trash compactors or such other receptacles designed for collection and/or removal of trash or recycling materials, as the case may be, from the Condominium and designated by the Board from time to time. Rubbish, trash, and garbage shall be disposed of in sealed bags. All Condominium trash and recycling removal shall be subject to such further rules and regulations as the Board may adopt from time to time.

11.20. Heating of Units in Colder Months. In order to prevent breakage of water pipes during colder months of the year resulting in damage to Units and Common Elements, increased Common Expenses, and increased insurance premiums or cancellation of insurance policies due to numerous damage claims, the thermostats within all Units shall be maintained with heating operating and at a minimum of fifty degrees (50°) Fahrenheit during the months of October, November, December, January, February, March, and April. Owners shall take all steps possible on a timely basis to keep heating equipment, including, but not limited to, the thermostat, in good working order and repair. At any time during the months specified above when the heating equipment is not working, the Owner shall immediately inform the Board of Directors of this failure of the equipment and of the time needed in order to repair the

equipment and shall take reasonable steps to keep the Unit heated sufficiently to prevent the breakage of water pipes.

11.21. Antennae. Except as provided below, no satellite dish, antenna or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained on any portion of the Condominium, including the Unit or Limited Common Elements; provided, however, that the Association shall have the right to erect, construct and maintain such devices. The following shall apply to all Units and Owners:

(a) No transmission antenna, of any kind, may be erected anywhere on the Condominium, including the Units, without prior approval of the Board of Directors or the ACC.

(b) No direct broadcast satellite (DBS) antenna or multi-channel multi-point distribution service (MMDS) antenna larger than one (1) meter in diameter shall be placed, allowed or maintained upon the Condominium, including the Units and the Limited Common Elements.

(c) DBS and MMDS satellite dishes or antennas one (1) meter or less in diameter and television broadcast service antennas may only be installed in accordance with Federal Communication Commission (FCC) rules and the rules and regulations of the Association, both as may be amended from time to time, and only if and to the extent such rules mandate that such dishes or antennas be allowed: (i) such satellite dishes or antennas shall not be located above a line 3-feet from the floor of the balconies, terraces or patios or the railings or walls thereof; (ii) such satellite dishes and antennas shall be of uniform color designated by the Board of Directors or ACC, and (iii) the Board of Directors or ACC may designate and restrict the specific location and color of such satellite dishes and antennas.

To the extent that any of the foregoing is not permitted under the FCC rules and regulations, the remaining portion of this Section shall survive independently to the extent permissible under the FCC rules and regulations.

In the event of a transfer of the Unit which includes a satellite dish or antenna, the grantee shall assume all responsibility for the satellite dish or antenna and shall comply with this Declaration, the Bylaws and the rules and regulations regarding satellite dishes and antennas, including, but not limited to, those requirements relating to maintenance and removal of satellite dishes or antennas.

11.22. Impairment of Units. An Owner or Occupant shall do no act or any work that will impair the integrity of another Unit or Component of the Master Condominium, nor do any act nor allow any condition to exist which will adversely affect the other Units or their Owners or Occupants.

11.23. Glasswall System. In order to preserve the structural integrity of the glasswall system, no Owner or Occupant shall penetrate or attach any film or other item or object (including, but not limited to, any window treatment, satellite dish, antenna or other device for the transmission or reception of television signals, radio signals or any format electromagnetic wave or radiation) to the interior and/or exterior surfaces of the glasswall system or other system or surface that constitutes an exterior wall of the Unit.

11.24. Abandoned Personal Property. Personal property, other than vehicles as provided for in 11.8 above, shall not be kept, or allowed to remain for more than one (1) hour upon any portion of the Common Elements, other than on a Limited Common Element, without prior written Board permission. If the Board determines that a violation exists, then, the Board may remove and either discard or store the personal property in a location which the Board may determine and shall have no obligation to return, replace or reimburse the owner of the property; provided, however, in such case, the Board shall give the property owner, if known, notice of the removal of the property and the disposition of the property within twenty-four (24) hours after the property is removed. Neither the Association nor any officer or agent thereof shall be liable to any person for any claim of damage resulting from the removal activity in accordance herewith. The Board may elect to impose fines or use other available remedies, rather than exercise its authority to remove property hereunder.

11.25. Deliveries. The Board of Directors may adopt reasonable rules and regulations regarding delivery of any supplies and/or materials to the Units, including without limitation, establishing one or more allowable timeframes for any such delivery, and regarding use of the private streets, drives and parking areas in the Master Condominium for such deliveries.

11.26. Unightly or Unkempt Conditions. The pursuit of hobbies or other activities, including, but not limited to, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions shall not be pursued or undertaken on any part of the Condominium. Clothing, bedding, rugs, mops, appliances, indoor furniture and other household items shall not be placed or stored outside the Units.

11.27. Move-In/Move-Out. An Owner or Occupant shall not move furniture, personal property, construction materials and other over-sized items in or out of the Condominium except during such hours and according to requirements to be determined by the Board. Elevators may not be used for moving furniture, construction materials, or other over-sized items in or out of the Condominium except during hours designated by the Board from time to time; provided that, in any event, an Owner or Occupant shall reserve a date and time with the Board of Directors prior to use of any elevator for moving furniture, personal property, construction materials, and other over-sized items in or out of the Condominium; and provided further that during such use of an elevator, the walls of any elevator being used for such purpose shall be covered with padded blankets or similar protective covering.

The Board of Directors, in its sole discretion, may establish reasonable criteria regarding movers and/or similar companies that require access to the Condominium for the purpose of moving furniture, personal property, construction materials and other over-sized items, on behalf of an Owner or Occupant, in or out of the Condominium, which may include, without limitation: (a) insurance requirements; (b) the requirement to pay a refundable and/or non-refundable move-in/move-out deposit in a reasonable amount determined by the Board from time to time to be paid by or on behalf of the Owner of the Unit associated with the move to protect the Condominium against damage due to the transportation of furniture, personal property, construction materials and other over-sized items in or out of the Condominium and to defray the costs of wear and tear associated with moves to the Common Elements and additional use of any common trash receptacle(s), if any; and (c) a process by which the Board can approve or disapprove movers and/or similar companies that require access to the Condominium for the purpose of moving furniture, personal property, construction materials and other over-sized items, on behalf of an Owner or Occupant, in or out of the Condominium, and such consent shall not be unreasonably withheld, conditioned or delayed. Costs for repair of damage to the Condominium due to or as a result of such moving furniture, personal property, construction materials and other over-sized items and for the removal of any rubbish, trash, garbage or other debris resulting therefrom may be deducted from move-in/move-out deposits and any additional costs may be specifically assessed against the Unit pursuant to Section 7.5 hereof.

Notwithstanding anything to the contrary stated herein, an Owner or Occupant shall not leave unattended any furniture, personal property, construction materials and other over-sized items on any portion of the Common Elements for any period of time.

11.28. Estate Sales. Estate sales, garage sales, yard sales, flea markets, or similar activities are prohibited unless approved in writing by the Board.

## Article 12 Restriction on Leasing

12.1. Leasing. In order to preserve the character of the Condominium as predominantly owner-occupied, and to comply with the eligibility requirements for financing in the secondary mortgage market, the leasing of Units shall be governed by the restrictions imposed by this Article. Except as provided herein, the leasing of Units shall be prohibited. "Leasing," for the purposes of this Declaration, is defined as Transient Use, as defined in Paragraph 11.16 and as the regular, exclusive occupancy of a Unit by any Person other than the Owner; provided, however, for the purposes of this Declaration, Leasing shall not include the occupancy of the Unit by the child or parent of an Owner. For purposes hereof, occupancy by a roommate of an Owner who occupies the Unit as such Owner's primary residence shall not constitute Leasing hereunder unless such roommate situation is for a period of less than thirty (30) days or otherwise violates the Transient Occupancy restrictions outlined in Paragraph 11.16 above.

## 12.2. Definitions.

(a) "Leasing" means the exclusive occupancy of a Residential Unit by any person(s) other than:

(1) the Residential Unit Owner or a parent, child, spouse, or Domestic Partner of an Owner, which relationship shall be demonstrated to the Board on request by providing a copy of a birth certificate, affidavit, marriage license or similar document satisfactory to the Board; or

(2) any of the following (collectively herein referred to as "Authorized Corporate Occupant"):

- (i) a trustee or beneficiary of an Owner that is a trust;
- (ii) an officer, director or shareholder of an Owner that is a corporation;
- (iii) a manager or member of an Owner that is a limited liability company;
- (iv) a partner of an Owner that is a partnership.

However, no such occupant shall be considered an Authorized Corporate Occupant if rent or other consideration is received by the Owner or provided by the Occupant in connection with that occupancy, or if the Occupant is also a co-Owner of the Residential Unit. Further, the name of each Authorized Corporate Occupant shall be designated in writing to the Board and may not be changed more frequently than once every 12 months without the Board's written consent. A person's designation as an Authorized Corporate Occupant shall terminate automatically upon the termination of such person's relationship with the entity holding record title to the Residential Unit; or

(3) a roommate of anyone in 12.2(a)(1) or 12.2(a)(2) above who also occupies the Residential Unit as his or her primary residence unless such roommate situation is for a period of less than thirty (30) days or otherwise violates the Transient Occupancy restrictions outlined in Paragraph 11.16 above.

(b) Other than those who are exempted from the definition of Leasing as set forth in 12.2(a)(1) or 12.2(a)(2) above, if a Residential Unit is co-owned by more than one individual and/or entity (whether as tenants-in-common, fractional owners, or with rights of survivorship), occupancy of such Residential Unit shall be considered "leasing" hereunder unless all co-Owners occupy the Residential Unit as their primary residence. In such event, for each co-Owner that is an entity, an Authorized Corporate Occupant must occupy the Residential Unit as his or her primary residence, occupying the Residential Unit with all other co-Owners of the Residential Unit.



(c) A Residential Unit may be considered to be leased hereunder even if no rent is paid to the Owner. Additionally, as provided above, a Residential Unit may be considered leased hereunder even if the Residential Unit is occupied by a natural person who is a co-Owner of the Residential Unit.

(d) For the purpose of Section 12.2(a), any lease purchase arrangements, or lease with an option to purchase, shall be considered leasing as defined hereunder and shall be subject to the provisions hereof.

(e) Paragraph 12.2(a) is not intended to and does not restrict or prohibit ownership of Residential Units by co-Owners or by entities, but rather regulates occupancy and circumstances which are deemed to constitute leasing of Residential Units. One intent of this provision is to prohibit an individual or an entity from leasing where the entity or individual is merely in ownership of a Residential Unit for the purpose of circumventing the leasing restrictions established under the Declaration.

(f) As with Residential Unit ownership, the maximum number of Occupants in a Residential Unit shall be limited to two (2) Persons per bedroom [see Section 11.6 above].

(g) Grandfathered Residential Unit. Each Residential Unit which is being leased as of the date this Declaration is recorded in the Fulton County, Georgia land records (hereinafter the "Effective Date") in accordance with a Leasing Permit or Hardship Leasing Permit issued in accordance with the Original Declaration may continue to be leased in accordance with such permit until the Leasing Permit or Hardship Leasing Permit, as the case, may be, expires or is revoked as provided hereinbelow.

12.3. General Requirements. An Owner desiring to lease such Owner's Residential Unit may do so only if such Owner has applied for and received from the Board of Directors either a "Leasing Permit" or a "Hardship Leasing Permit." Such a permit, upon its issuance, will allow an Owner to lease such Owner's Residential Unit provided that such leasing is in strict accordance with the terms of the permit and this Article. The Board of Directors shall have the authority to establish conditions as to the duration and use of such permits consistent with this Article.

12.4. Leasing Permits. Subject to the provisions of Section 12.6 below, an Owner's request for a Leasing Permit shall be approved if such Owner is compliant with the provisions of the Condominium Instruments (including, but not limited to being current in the payment of all amounts owed to the Association) and if current outstanding Leasing Permits have not been issued for more than twenty-five percent (25%) of the total number of Residential Units in the Condominium.

If current Leasing Permits have been issued for more than twenty-five percent (25%) of the total number of Residential Units in the Condominium, no additional Leasing Permits shall be issued (except for Hardship Leasing Permits) until the number

of outstanding current Leasing Permits falls below twenty-five percent (25%) of the total number of Residential Units in the Condominium. Owners who have been denied a Leasing Permit shall automatically be placed on a waiting list for a Leasing Permit and shall be issued the same if they so desire when the number of current outstanding Leasing Permits issued falls to twenty-five percent (25%) or less of the total number of Residential Units in the Condominium, provided that such Owner is not delinquent in any payment owed to the Association by more than thirty (30) days as shown on the books and records of the Association and is compliant with all of the requirements of the Condominium Instruments (including, but not limited to, these restriction on Leasing). The Board shall remove any Owner found to be leasing his or her Unit without a required Leasing Permit from his or her position on the waiting list for a Leasing Permit and shall place such Owner at the bottom of such waiting list. Following payment of all amounts due and owing to the Association, Owners who have been denied a Leasing Permit due to a delinquency in amounts due to the Association shall be issued the same if they so desire when the number of current outstanding Leasing Permits issued falls to twenty-five percent (25%) or less of the total number of Residential Units in the Condominium. The issuance of a Hardship Leasing Permit to an Owner shall not cause the Owner to be removed from the waiting list for a Leasing Permit.

12.5. Undue Hardship. Notwithstanding the provisions above, the Board of Directors shall be empowered to allow reasonable leasing of a Residential Unit by issuing a Hardship Leasing Permit upon application and approval in accordance with this Section to avoid undue hardship. The Board of Directors shall have the authority to issue or deny requests for Hardship Leasing Permits in its discretion after considering the following factors: (a) the nature, degree, and likely duration of the hardship; (b) the harm, if any, which will result to the Condominium if the permit is approved; (c) the number of Hardship Leasing Permits which have been issued to other Owners, including, without limitation, the number of Hardship Leasing Permits then in effect; (d) the Owner's ability to cure the hardship; and (e) whether previous Hardship Leasing Permits have been issued to the Owner. A "hardship" as described herein may include, but shall not be limited to the following situations: (x) a Residential Unit Owner must relocate his or her residence outside the Atlanta metropolitan area and cannot, within six (6) months from the date that the Residential Unit was placed on the market, sell the Residential Unit except at a price below the current appraised market value, after having made reasonable efforts to do so; (y) the Owner dies and the Residential Unit is being administered by his or her estate; and (z) the Owner temporarily relocates and intends to return to reside in the Residential Unit. Hardship Leasing Permits shall be valid for a term not to exceed one (1) year, following which an Owner may apply for an additional Hardship Leasing Permit. Hardship Leasing Permits shall be automatically revoked if during the term of the permit, the Owner is approved for and receives a Leasing Permit.

12.6. Refusal to Issue Permits, Expiration and Revocation of Permits, and Renewals. The Board may revoke or refuse to issue any Leasing Permit or Hardship Leasing Permit if the Owner is shown on the Association's books and records to be delinquent in any assessment or charge. Additionally, if the Owner is in violation of the

Condominium Instruments or if the Tenants occupying the Unit violate the Condominium Instruments, Leasing Permits or Hardship Leasing Permits may be terminated by the methods outlined in Article 17 herein. Leasing Permits shall be valid only as to a specific Owner and Residential Unit and shall not be transferable between either Owners or Residential Unit.

Leasing Permits and Hardship Leasing Permits are automatically revoked upon the sale or transfer of the Residential Unit to a third party (excluding sales or transfers to an Owner's spouse, parent, or child). Leasing Permits also automatically expire if the Residential Unit is not subject to an authorized and approved lease for more than one hundred eighty (180) consecutive days. The Board also may revoke any Leasing Permit or Hardship Leasing Permit if the Owner is shown on the Association's books and records to be past due in any assessment or charge, if the Owner and/or the Residential Unit Occupant or any guest of the Owner or occupant violates the Condominium Instruments or any applicable laws or ordinances.

In the event the Leasing Permit or Hardship Leasing Permit is renewed, a new Lease form, executed and with current dates, must be submitted to the Board no later than ten (10) days prior to the beginning of the new Lease year.

12.7. Leasing Provisions. Such leasing as is permitted by this Article shall be governed by the following provisions:

(a) General. Residential Units may be leased only in their entirety; no rooms or fractions or portions of Residential Units may be leased without prior written Board approval. All leases shall be in writing. There shall be no subleasing or assignment of leases unless approved in writing by the Board. All leases must be for an initial term of at least one (1) year, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. The Owner must provide the lessee copies of the Declaration, Bylaws, and the rules and regulations and the lease shall provide that the Owner has made available to the lessee copies of the Declaration, Bylaws, and the rules and regulations. Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed lessee.

(b) Notice and Approval. All leases shall be in writing and submitted to the Board of Directors prior to the effective date of the lease. At least seven days before entering into a lease, the Owner shall provide the Board with: (1) a copy of the proposed lease; (2) the names, phone numbers, work locations and work phone numbers of all of the proposed Occupants of the Residential Unit; (3) the Owner's primary residence address and phone number, work location and work phone number; and (4) such other information required by the Board. Nothing herein gives the Board the right to approve or disapprove a proposed Occupant. Within 10 days after executing a lease for a Residential Unit, the Owner shall provide the Board with a copy of the executed lease.

(c) Tenant or Renter's Insurance. During all times that a Residential Unit is leased, as provided in this Paragraph, the Occupant or Owner shall purchase and maintain customary renter's insurance, or similar insurance, in amounts sufficient to cover all personal property kept in or brought into the Residential Unit. The Owner or Occupant shall provide the Association with a certificate of such coverage upon request.

(d) Lease Administration Fee. In addition to annual assessments, special assessments, Capital Contribution Upon Transfer and other charges provided for under the Declaration, an Owner who is issued a Leasing Permit or Hardship Leasing Permit will be required to pay the Association a Leasing Administration Fee, in an amount to be reasonably determined by the Board, at the time a lease is executed with a tenant hereunder. The Leasing Administration Fee shall constitute a specific assessment against the Owner pursuant to this Declaration.

(e) Liability for Assessments, Use of Common Elements, and Compliance with Declaration, Bylaws, and Rules and Regulations. Each Owner covenants and agrees that any lease of a Residential Unit shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant, and the lessee, by occupancy of the Residential Unit, agrees to the applicability of this covenant and incorporation of the following language into the lease:

(1) Compliance with the Condominium Instruments. All terms defined in the Declaration of Condominium for Metropolis North and the Master Association are incorporated herein by this reference. The Owner and each Occupant shall comply with all provisions of the Condominium Instruments. The Owner and Occupants are responsible for violations by any guests of the Residential Unit and may be sanctioned for any such violation. If a Residential Unit is leased or occupied in violation of the Condominium Instruments, or if the Owner, Occupant or guest violates the Condominium Instruments, the Association's Board of Directors shall be authorized to take all enforcement actions against the Owner and/or Occupant authorized under the Condominium Instruments.

(2) Use of Common Elements. The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Elements of the Association and the use of any and all recreational facilities, if any.

(3) Liability for Assessments. When an Owner who is leasing his or her Residential Unit fails to pay an assessment or any other charge to the Association when due, the delinquent Owner hereby consents to the assignment of any rent received from the Occupant during the period of the delinquency. In such case, upon request by the Board, the Occupant shall pay to the Association all unpaid assessments and other charges payable during and prior to the term of the lease and any other period of occupancy. However, the Occupant need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments

unpaid at the time of the Board's request. All such payments made by the Occupant shall reduce, by the same amount, the Occupant's obligation to make monthly rental payments to the Owner. If the Occupant fails to comply with the Board's request to pay assessments or other charges, such failure shall be deemed a violation of the Declaration and, in addition to all other enforcement rights, the Occupant shall pay to the Association all amounts authorized under the Declaration as if the Occupant were the Owner of the Residential Unit. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

12.8. Enforcement. If a Residential Unit is leased or occupied in violation of the Condominium Instruments, or if the Owner, Occupant or guest violates the Condominium Instruments, if there is revocation of the Leasing Permit or Hardship Leasing Permit, as outlined above and in Article 17, such violation is deemed to be a default under the terms of any lease or occupancy and the Association may require the Owner to evict the Occupants. In addition to all other remedies permitted by this Declaration, such default authorizes the Owner to terminate the lease and/or occupancy and to evict all Occupants, without liability, in accordance with Georgia law. If an Owner fails to provide the Association a copy of the lease and notice of leasing as provided herein, or an Owner otherwise leases a Residential Unit in violation of this Paragraph, the Association may fine the Owner an initial fine of up to \$500.00, plus additional daily fines for continued violation of these provisions, in addition to all other remedies provided in the Declaration, Bylaws or Georgia law.

12.9. Exemption. This Article shall not apply to any leasing transaction entered into by the Association or an institutional holder of any first Mortgage on a Residential Unit who becomes the Owner of a Residential Unit through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such Mortgage, or to any leasing transaction covering the Commercial Unit.

### Article 13 Maintenance Responsibility

13.1. By the Owner. Except to the extent maintained by the Association as provided herein, each Owner shall maintain and keep in good repair all portions of such Owner's Unit and all Limited Common Elements assigned to the Unit. This obligation shall include, but not be limited to, maintenance, repair and replacement of all exterior glass surfaces and windows systems (except for exterior cleaning of glass surfaces other than those glass surfaces located adjacent to a Limited Common Element balcony, terrace or patio), including, without limitation, the window wall system, casing and locks (including caulking of the window wall system); all doors, doorways, door frames, hardware and other portions of the door system(s) serving the Unit (except for periodic painting, staining and/or cleaning of the exterior surface of entry doors and door frames of the Condominium); all portions of the heating and air conditioning system whether located within or without a Unit's boundaries, including the air conditioning compressor and the fan coil serving the Unit; and all pipes, lines, ducts, conduits,

sprinkler heads or sprinkler system or other apparatus which serve only the Unit, whether located within or without a Unit's boundaries (including all electricity, water, sewer, or air conditioning pipes, lines, ducts, conduits, or other apparatus serving only the Unit).

In addition to the foregoing, each Owner shall have the responsibility:

(a) to keep in a neat, clean and sanitary condition any Limited Common Elements serving such Owner's Unit;

(b) to perform such Owner's responsibility in such manner so as not to unreasonably disturb other persons in other Units;

(c) to promptly report to the Association or its agent any defect or need for repairs for which the Association or the Master Association, as the case may be, is responsible; and

(d) to pay for the cost of repairing, replacing or cleaning up any item which is the responsibility of the Owner but which responsibility such Owner fails or refuses to discharge (which the Association shall have the right, but not the obligation, to do), or to pay for the cost of repairing, replacing or cleaning up any item which, although the responsibility of the Association, is necessitated by reason of the willful or negligent act of the Owner or such Owner's Occupants, tenants, invitees or licensee, with the cost thereof to be added to and become part of the next chargeable assessment to such Owner's Unit;

(e) to maintain and keep in good repair all portions of any signage identifying such Owner's Unit, whether located within or without a Unit's boundaries; and

(f) to maintain and keep in good repair all improvements made by or on behalf of such Owner to any Limited Common Elements assigned to the Unit.

13.2. By the Association. To the extent not otherwise maintained by an Owner as provided in Section 13.1 hereof or by the Master Association as may be provided in the Master Declaration, the Association shall maintain and keep in good repair as a Common Expense the "Area of Common Responsibility", which includes the following:

(i) All Common Elements, including any Limited Common Elements assigned to a Unit; provided, however, the cost of maintenance and repair of a Limited Common Element shall be assessed against the Owner of the Unit to which the Limited Common Element is assigned under Article 4 hereof.

(ii) Such maintenance shall include periodic cleaning of the exterior glass surfaces (excluding glass surfaces located adjacent to a Limited Common Element balcony) on a schedule to be determined by the Board of Directors, periodic painting, staining, caulking and/or cleaning of the exterior window wall system, entry doors and door frames on a schedule to be determined by the Board of Directors. The

costs of caulking or repairs to any portion of the window wall system that is a portion of a Unit will be specifically assessed against the Owner of the Unit.

13.3. Maintenance to Common Elements by Owners(s). Subject to the maintenance responsibilities herein provided, any maintenance or repair performed on or to the Common Elements by an Owner or Occupant which is the responsibility of the Association hereunder (including, but not limited to, landscaping of Common Elements) shall be performed at the sole expense of such Owner or Occupant, and the Owner or Occupant shall not be entitled to reimbursement from the Association even if the Association accepts the maintenance or repair.

(a) The Association may be relieved of all or any portion of its maintenance responsibilities herein to the extent that: (1) such maintenance responsibility is otherwise assumed by or assigned to an Owner of another Component of the Master Condominium and/or the Master Association as provided in the Master Declaration; or (2) such property is dedicated to any local, state or federal governmental or quasi-governmental entity; provided, however, that in connection with such assumption, assignment or dedication, the Association may reserve or assume the right or obligation to continue to perform all or any portion of its maintenance responsibilities if the Board determines that such maintenance is necessary or desirable to maintain the Condominium in a manner consistent with similarly situated developments in the metropolitan Atlanta area. In addition, in performing its responsibilities hereunder, the Association shall have the authority to delegate to such Persons, firms or corporations of its choice such duties as are approved by the Board.

(b) In performing its responsibilities hereunder, the Association shall have the authority to delegate to such persons, firms or corporations of its choice, such duties as are approved by the Board of Directors. The Association shall not be liable for injury or damage to person or property caused by the elements or by the Owner of any Unit, or any other person, or resulting from any utility, rain, snow or ice which may leak or flow from any portion of the Common Elements or from any pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain hereunder, except for injuries or damages arising after the Owner of a Unit has put the Association on notice of a specific leak or flow from any portion of the Common Elements and the Association has failed to exercise due care to correct the leak or flow within a reasonable time thereafter. The Association shall not be liable to the Owner of any Unit or such Owner's Occupant, guest, or family, for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Common Elements. The Association shall not be liable to any Owner, or any Owner's Occupant, guest or family for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Paragraph where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which

are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

(c) The Association shall repair incidental damage to any Unit resulting from performance of work which is the responsibility of the Association. As finish levels can have varying degrees, such repairs will be complete only to the extent of being "paint-ready." Components that may require repair or replacement, such as tile and trim, will be reinstated only to the extent of readily available matching or similar materials (trim and such will also be finished to "paint-ready"). Due to the uncontrollability of quality of repair, items such as faux paint treatment, wallpaper, ceiling/wall appliqué, and any other finishes that the Board deems unreasonable, will not be the responsibility of the Association. Accessibility around personal property within a Unit and/or the Limited Common Elements thereof for workers to perform the Association's maintenance, repair or replacement obligations hereunder is the responsibility of the Owner of such Unit. The removal, storage, or other protective measures of any such personal property are also the responsibility of the Owner. If the removal, storage or other protective measures are not taken by the Owner, the Association may, but shall have no obligation to, perform or cause to be performed the same and all costs thereof shall be assessed against the Owner as a specific assessment; provided, however, in the event damage or destruction of any such personal property occurs during the performance of any maintenance, repair or replacement hereunder, the Association, and the officers, directors, agents or employees thereof, shall not be liable for such damage or destruction. Upon completion of such repairs, the Association will perform cursory cleaning. As a level of cleaning is subjective, the Association will not be responsible for a detailed cleaning. The Board has sole discretion on defining what is reasonable for the level, quality and extent of the repair and subsequent cleaning. If the Board determines that the need for maintenance or repair of any portion of the Common Elements or Limited Common Elements is caused through the willful or negligent act of any Owner or Occupant or their invitees or licensees, then the Association may assess the cost of any such maintenance, repair, or replacement against the Owner's or Occupant's Unit, which shall become a lien against the Unit.

13.4. Failure to Maintain. If the Board of Directors determines that any Owner has failed or refused to discharge properly such Owner's obligation with regard to maintenance, repair, or replacement as required herein or under the Act, the Association shall give the Owner written notice of the Owner's failure or refusal and of the Association's right to provide necessary maintenance, repair, or replacement at the Owner's cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Board of Directors. Unless the Board of Directors determines that an emergency exists, the Owner shall have ten (10) days within which to complete the maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence maintenance or repair within ten (10) days. If the Board determines that an emergency exists or that an Owner has not complied with the demand given by the Association as herein provided, the Association may provide such maintenance, repair,



or replacement at the Owner's sole cost and expense, and such costs shall be assessed against the Unit. If the Association must repair any incidental damage to a Unit resulting from the performance of work undertaken pursuant to this Section, the Association can charge back to the relevant Unit Owner all such incidental fees described in Section 13.2(c) above.

13.5. Maintenance Standards and Interpretation. The maintenance standards and the enforcement thereof and the interpretation of maintenance obligations under this Declaration may vary from one term of the Board of Directors to another. These variances shall not constitute a waiver by the Board of the right to adopt and enforce maintenance standards. No decision or interpretation by the Board shall constitute a binding precedent with respect to subsequent decisions or interpretations of the Board.

13.6. Measures Related to Insurance Coverage.

(a) The Board, upon resolution, shall have the authority to require all or any Owner(s) to do any act or perform any work involving portions of the Condominium which are the maintenance responsibility of the Owner which will, in the Board's sole discretion, decrease the possibility of fire or other damage in the Condominium, reduce the insurance premium paid by or on behalf of the Association for any insurance coverage, or otherwise assist the Board in procuring or maintaining such insurance coverage. Subject to the provisions of the Act, this authority shall include, but need not be limited to, requiring Owners to install smoke detectors, requiring Owners to make improvements to the Owner's Unit, and such other measures as the Board may reasonably require.

(b) In addition to, and not in limitation of, any other rights the Association may have, if any Owner does not comply with any requirement made by the Board pursuant to Section 13.6(a) above, the Association, upon fifteen (15) days' written notice (during which period the Owner may perform the required act or work without further liability), may perform such required act or work at the Owner's sole cost. Such cost shall be an assessment and a lien against the Unit as provided herein. The Association shall have all rights necessary to implement the requirements mandated by the Board pursuant to Section 13.6(a), including, but not limited to, a right of entry during reasonable hours and after reasonable notice to the Owner or Occupant of the Unit, except that access may be had at any time without notice in an emergency situation.

13.7. Mold, Mildew and Water Intrusion. MOLD AND/OR MILDEW MAY GROW IN ANY PORTION OF THE CONDOMINIUM. EACH OWNER SHALL MAKE ROUTINE MOLD, MILDEW AND WATER INTRUSION INSPECTIONS OF SUCH OWNER'S UNIT AND ANY LIMITED COMMON ELEMENTS THERETO AND SHALL PROMPTLY REPORT TO THE ASSOCIATION OR ITS AGENT ANY DEFECT OR NEED FOR REPAIRS FOR WHICH THE ASSOCIATION IS RESPONSIBLE. IN ADDITION, THE ASSOCIATION SHALL MAKE ROUTINE MOLD, MILDEW AND WATER INTRUSION INSPECTIONS OF THE PORTIONS OF THE CONDOMINIUM FOR WHICH IT IS

RESPONSIBLE TO MAINTAIN PURSUANT TO THIS ARTICLE AND WHICH ARE READILY ACCESSIBLE THERETO, INCLUDING WITHOUT HAVING TO CONDUCT INVASIVE TESTING. UPON DISCOVERY OF ANY MOLD, MILDEW OR WATER INTRUSION, THE PARTY RESPONSIBLE FOR MAINTENANCE OF SUCH AREA PURSUANT TO THIS ARTICLE SHALL, IN A GOOD AND WORKMANLIKE MANNER, IMMEDIATELY REPAIR THE SOURCE OF ANY WATER INTRUSION AND REMEDIATE OR REPLACE ANY BUILDING MATERIALS THAT ARE AFFECTED. REMEDIATION OF MOLD AND MILDEW SHALL BE PERFORMED IN ACCORDANCE WITH INDUSTRY-ACCEPTED METHODS IN PLACE AT THE TIME OF SUCH REMEDIATION. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE ASSOCIATION SHALL HAVE NO OBLIGATION TO PERFORM ANY INVASIVE TESTING OR INSPECTIONS IN ACCORDANCE WITH THIS SECTION AND SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE CAUSED OR AGGRAVATED BY THE FAILURE OF AN OWNER TO PERFORM THEIR OBLIGATIONS HEREIN.

#### Article 14 Eminent Domain

In the event of a taking by condemnation or by eminent domain, the provisions of the Act shall prevail and govern; provided, however, that any proceeds received for a taking of the Common Elements by condemnation or eminent domain shall, at the option of the Board, either be allocated to the Owners pursuant to O.C.G.A. Section 44-3-97(a), as amended, or be deposited into the Association's operating account or reserve account to be applied to Common Expenses.

#### Article 15 Easements

15.1. Common Elements. As established in the Original Declaration, each Unit Owner and Occupant shall have the right and a non-exclusive easement of use and enjoyment in and to the Common Elements (including the right of access, ingress and egress to and from the Owner's Unit over those portions of the Condominium designated for such purpose), and such non-exclusive easement shall be appurtenant to and shall pass with the title to such Unit, subject to: (i) the rights of the Unit Owners to the exclusive use of the Limited Common Elements assigned to their respective Units; (ii) the right of the Association and/or Master Association, as the case may be, to control the use and enjoyment of the Common Elements as provided by the terms of this Declaration, including, but not limited to, the right of the Association to suspend voting and use privileges as provided herein and/or in the Bylaws; and (iii) the right of the Association to have access to the Units and Limited Common Elements to discharge its rights and obligations under the Condominium Instruments, including, without limitation, the maintenance responsibility of the Association.

15.2. Support. As established in the Original Declaration, every portion of a Unit contributing to the support of an abutting Unit shall be burdened with a non-exclusive easement of support for the benefit of such abutting Unit.

15.3. Encroachments. As established in the Original Declaration, the Units and the Common Elements shall be subject to non-exclusive easements of encroachment as set forth in the Act.

15.4. Utilities. As established in the Original Declaration, to the extent that the sprinkler system or any utility line, pipe, wire, or conduit serving any Unit, Units or the Common Elements shall lie wholly or partially within the boundaries of another Unit or the Common Elements, such other Unit, Units or the Common Elements shall be burdened with a non-exclusive easement for the use, maintenance, repair and replacement of such sprinkler system or any utility line, pipe, wire, or conduit, such non-exclusive easement to be in favor of the Unit, Units or Common Elements served by the same and the Association. It shall be the obligation of the benefitted Owner to maintain, replace and repair any pipe, line, conduit, duct or wire owned by such Owner, even if such pipe, line, conduit, duct or wire is located within the boundaries of a Unit of another Owner. In such circumstance, the benefitted Owner shall repair all incidental damage to any Unit resulting from performance of any such work. All Unit Owners hereby covenant and agree that as finish levels can have varying degrees, such repairs will be complete only to the extent of being "paint-ready." Components that may require repair or replacement, such a tile and trim, will be reinstalled only to the extent of readily available materials or similar materials (trim and such will also be finished to "paint ready"). Due to the uncontrollability of quality of repair, items such as faux paint treatment, wallpaper, ceiling/wall appliqué, and any other similar types of finishes will not be the responsibility of the benefitted Owner.

15.5. Pest Control. As established in the Original Declaration, the Association may, but shall not be obligated to, dispense chemicals for the extermination of insects and pests within the Units. In the event the Association chooses to provide such pest control, the Association and its duly authorized contractors, representatives and agents shall have an easement to enter Units for the purpose of dispensing chemicals for the exterminating of insects and pests within the Units and Common Elements. Owners shall either provide a key or similar access to the Unit for purpose of such entry or have someone available at such times as are designated by the Board to allow entry into the Unit for this purpose. The Association and the directors, officers, employees and agents thereof shall not be liable for any illness, damage or injury caused by the dispensing of chemicals for this purpose.

15.6. Third Party Telecommunications Easement. As successor-in interest to the Declarant, the Association shall have an exclusive perpetual and irrevocable easement, right and license for itself, its agents, successors and assigns to use, sell, lease or assign the rooftops (including the roof tops of the elevator machine rooms, the stair wells, and the twentieth and twenty-first floor of the Condominium building, but excluding the columns and associated elements, including, but not limited to the beams

and cladding, located on the uppermost elevation of the Master Condominium building), the interior walls of the rooftops, the rooftop of the cone shaped area (located on the fourth floor of the Condominium), the airspace located above the rooftops referenced herein, a three foot (3') by three foot (3') section of the elevator machine rooms, and a five foot (5') by five foot (5') section of the master telecommunications room (located on the second floor of the Master Condominium building) of the Condominium building, as may be more specifically shown on both the Plans and the Master Floor Plans (hereinafter collectively referred to as the "Telecommunications Easement Area") for the construction, installation, use, maintenance, repair, replacement, improvement, removal and operation of telecommunications equipment, including, without limitation, cable television equipment and equipment for high-speed internet (hereinafter sometimes referred to collectively as "Telecommunications Equipment"). As established in the Original Declaration and as may have been amended and/or modified from time to time, Association and its permittees have a non-exclusive, perpetual and irrevocable easement, right and license over the Telecommunications Easement Area to exercise its rights set forth above. Without limitation, the easement, right and license as so initially established shall include the right to construct, install, use, maintain, repair, replace, improve, remove and operate any type of Telecommunications Equipment on the Telecommunications Easement Area. In addition, as established in the Original Declaration and as may have been amended and/or modified from time to time, Association and its permittees have a non-exclusive, perpetual and irrevocable easement, right and license over other portions of the Condominium building for access to and from Telecommunications Easement Area and to construct, install, use, maintain, repair, replace, improve, remove, operate and license or allow others to do the same, any utility lines servicing the Telecommunications Equipment, including the right to utilize electrical power from the Condominium, but subject to the right of the Association charging for the actual costs of such electrical power and any submetering costs associated with determining such costs, and provided that such electrical usage shall not cause the Condominium's electrical capacity to be limited for its own use, and in such event, Association shall cease such use of electrical power or provide additional capacity, at Association's sole expense, to the Condominium's electrical system. Notwithstanding anything to the contrary stated herein, as established in the Original Declaration, the Association and the Master Association have a nonexclusive easement, right and license for themselves and their respective agents, successors and assigns to use those portions of Telecommunications Easement Area as are necessary for the provision of telecommunications services to the Condominium and the Master Condominium for their respective use and consumption.

15.7. Reciprocal Easement Agreements. As established in the Original Declaration, every Owner, by acceptance of a deed to a Unit, acknowledges that, in addition to being subject and bound by the Condominium Instruments, such Owner is subject to the Reciprocal Easement Agreements. In addition to all of the rights and obligations which have been conferred or imposed upon the Association pursuant to this Declaration, the Bylaws and the Articles of Incorporation, the Association shall be entitled to exercise any of the rights conferred upon it and shall be subject to all of the obligations imposed upon it pursuant to the Reciprocal Easement Agreements. The

Association and all committees of the Association shall also be subject to all superior rights and powers that have been conferred pursuant to the Reciprocal Easement Agreements. The Association shall take no action in derogation of the rights of or contrary to the interest of the Reciprocal Easement Agreements.

Article 16  
Mortgagee's Rights

16.1. Termination. Any election to terminate the Condominium regime shall require approval of Owners of Units to which four fifths (4/5) or more of the Total Association Vote pertain and all Mortgagees of such Units.

16.2. Assessments. Where the Mortgagee holding a first Mortgage of record or a secondary purchase money Mortgage of record (provided that neither the grantee nor any successor grantee on the secondary purchase money Mortgage is the seller of the Unit), or other purchaser of a Unit, obtains title pursuant to judicial or nonjudicial foreclosure of the Mortgage, such Person shall not be liable for the share of the Common Expenses or assessments by the Association chargeable to such Unit which became due prior to such acquisition of title. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from Owners of all the Units, including such Person, its successors and assigns. Additionally, such Person shall be responsible for all charges accruing subsequent to the passage of title, including, but not limited to, all charges for the month in which title is passed.

16.3. Notice. Upon written request to the Association identifying the name and address of the Mortgage holder and the Unit number or address, any Eligible Mortgage Holder will be entitled to timely written notice of:

(a) any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing a first Mortgage held by such Eligible Mortgage Holder;

(b) any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a first Mortgage held by such Eligible Mortgage Holder which remains unsatisfied for a period of sixty (60) days;

(c) any lapse, cancellation, or material modification of any insurance policy maintained by the Association; and

(d) any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders.

16.4. Financial Statement. Any Eligible Mortgage Holder shall be entitled, upon written request, to receive within a reasonable time after request, a copy of the audited financial statements of the Association for the immediately preceding fiscal year, free of charge to the Mortgagee so requesting, if and to the extent the same is available.

16.5. Applicability of Certain Provisions. Notwithstanding anything to the contrary herein contained regarding sales and leases of Units, the right of any first Mortgagee to take the following action(s) shall not be impaired:

- (a) foreclose or take title to a Unit pursuant to remedies contained in its Mortgage; or
- (b) take a deed or assignment in lieu of foreclosure; or
- (c) sell, lease, or otherwise dispose of a Unit acquired by the Mortgagee.

16.6. No Priority. No provision of this Declaration or the Bylaws gives any Owner or other party priority over any rights of the first Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Elements.

16.7. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of any Mortgagee holding a Mortgage encumbering such Owner's Unit.

16.8. Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

16.9. Construction of this Article. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Condominium Instruments or Georgia law for any of the actions set forth in this Article.

## Article 17 AUTHORITY AND ENFORCEMENT

The Condominium shall be used only for those uses and purposes set out in this Declaration. Every Owner and Occupant shall comply with this Declaration, the Bylaws and Association and Master Association rules and regulations, and any lack of compliance shall entitle the Association and, in an appropriate case, one or more aggrieved Unit Owners, to take action to enforce the terms of the Declaration, Bylaws or rules and regulations; provided, however, individual aggrieved Owners are not granted authority hereunder to take enforcement actions as if acting as the Association's Board of Directors. In addition to any rights the Association may have against an Owner's family, guests, tenants or Occupants as a result of such person's violation of the Declaration, Bylaws or Association rules, the Association may take action under this Declaration against the Owner as if the Owner committed the violation in conjunction with the Owner's family, guests, tenants or Occupants. The Board shall have the power

to impose reasonable fines, which shall constitute a lien upon the Owner's Unit, and to suspend an Owner's right to vote and/or to use the Common Elements for violation of any duty imposed under the Declaration, Bylaws or Association rules. However, nothing herein shall authorize the Association or the Board to deny ingress and egress to or from a Unit by an authorized Owner or Occupant. If any Occupant of a Unit violates the Declaration, Bylaws or Association rules, a fine may be imposed against the Owner and/or Occupant, as set forth below. The failure of the Board to enforce any provision of the Declaration, Bylaws or Association rules shall not be deemed a waiver of the right of the Board to do so thereafter. In any enforcement action taken by the Association under this Article, to the maximum extent permissible, all costs incurred by the Association in abating a violation or otherwise taking action to enforce the Declaration, Bylaws or Association rules, including reasonable attorneys' fees actually incurred, may be assessed against the violating Owner and/or Occupant pursuant to Article 5 above.

A. Enforcement With respect to the Condominium and the Owners and Occupants of Units. The Association shall have the right to enforce any provision of the Condominium Instruments, any provision of the Master Condominium Instruments, and rules and regulations of the Association or Master Association, respectively, by the imposition of reasonable monetary fines and suspension of use and voting privileges as provided in Section 44-3-76 of the Act. These powers, however, shall not be construed as limiting any other legal means of enforcing the Condominium Instruments, use restrictions or rules and regulations of the Association. Any fines imposed in accordance with Section 44-3-76 of the Act shall be considered an assessment against the Unit and may be collected in the manner provided for collection of other assessments.

B. Fining and Suspension Procedure. The Board shall not impose a fine, terminate a Leasing Permit or Hardship Leasing Permit, suspend the right to vote or suspend the right to use the Common Elements, unless and until the Association has sent or delivered written notice to the violator as provided in subparagraph (i) below. However this shall not be required for the following: (1) late charges on delinquent assessments; (2) suspension of voting rights if an Owner is shown on the Association's records to be more than 30 days delinquent in any payment due the Association, in which case suspension of the right to vote shall be automatic; (3) suspension of the right to use the Common Elements if an Owner is shown on the Association's records to be more than 30 days delinquent in any payment due the Association; and (4) suspension of common utility services, which shall require compliance with the provisions of Article 7 above.

- (i) Notice. If any provision of the Declaration or Bylaws or any Association rule is violated, the Board shall send the violator written notice identifying the violation and fine(s) and/or suspension(s) being imposed and advising the violator of the right to request a hearing before the Board to contest the violation or the fine(s) and/or suspension(s) or to request reconsideration of the fine(s) and/or suspension(s). Fines

and/or suspensions 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(s) and/or suspension(s). 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.

- (ii) Hearing. If a written request for hearing is received from the violator within ten (10) days of the date of the violation notice provided above, then the Board shall schedule and hold in executive session a hearing affording the violator a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing. The Board may establish rules of conduct for such hearing, which may include limits on time and on the number of participants who may be present at one time. Failure to request a timely hearing as provided herein shall result in loss of the right to challenge and request reconsideration of the fines.

C. Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Board may elect to enforce any provision of the Declaration, the Bylaws, or the rules and regulations by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking regulations) and/or 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 subparagraph (A) above. The Association or its duly authorized agent shall have the power to enter upon any portion of the Condominium to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates the Declaration, the Bylaws or the Association rules and regulations. If the Association exercises its rights under this subparagraph, all costs of self-help, including, reasonable attorneys' fees actually incurred, shall be assessed against the violating Owner and/or Occupant and shall constitute a lien against the Unit. Except in a situation determined by the Board to be urgent or an emergency, the Association shall notify the Unit Owner or Occupant at least 24 hours in advance of entering the Owner's or Occupant's Unit. Additionally, the Association shall have the authority to record in the Fulton County, Georgia land records a notice of violation identifying any uncured violation of the Declaration, Bylaws or rules and regulations regarding the Unit.

D. Failure to Enforce. Notwithstanding the above, no right of action shall exist against the Association for failure of enforcement where: (1) the Board determines that the Association's position is not strong enough to justify taking enforcement action; (2) a particular violation is not of such a material nature as to be objectionable to a reasonable person or justify the expense and resources to pursue; or



(3) the Owner or party asserting a failure of enforcement possesses an independent right to bring an enforcement action therefore at law or in equity and has failed to do so.

E. Sanctions for Severe Violations. It is recognized that certain severe violations expose the Association and the residents at the Condominium to unacceptable risks of liability, expense and harm. These violations include, but are not limited to: (i) vandalism or other acts that damage the Condominium; (ii) theft of Association property; (iii) repeat or recurring violations of the Declaration or Association rules after the Association has issued notices informing the Owner or Occupant of such violation(s); (iv) leasing without the required approval of the Association or without providing the required notification to the Association, which can result in the Association issuing false and possibly fraudulent statements to mortgage companies, insurance companies and others regarding the status of leased Units at the Condominium; (v) violation of any applicable law; and (vi) hostile, threatening or hazardous conduct towards other Owners, Occupants or Association agents. In this regard, in addition to the right to levy standard fines for violations and continuing fines under subparagraph (A) above for continuing violations, and in addition to all other remedies available to the Association, the Association may levy substantial additional fines per occurrence for violations determined by the Board to constitute severe violations of the Declaration or Association rules. The notice and hearing procedure identified in subparagraph (A) above also shall apply to fines for severe violations.

## Article 18 General Provisions

18.1. Amendments. The Board of Directors, without the necessity of a vote from the Owners, may amend this Declaration and the Bylaws to: comply with any applicable state, city or federal law, including but not limited to, compliance with applicable guidelines of the Federal National Mortgage Association ("Fannie Mae"), Federal Home Loan Mortgage Corporation ("Freddie Mac"), the Department of Housing and Urban Development ("HUD") and the Veterans Administration ("VA"); to resolve conflicts between this Declaration, the Bylaws, the Articles, and applicable laws, or to assign the Common Elements as Limited Common Elements or reassign Limited Common Elements; or as a result of condemnation or substantial damage and destruction as provided in the Act. Except in these cases as outlined herein or in the Act, this Declaration may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent, of the Owners holding at least two-thirds of the Total Association Vote.

(a) No amendment to this Declaration shall (i) modify, alter or delete the permissible uses of the Commercial Unit; (ii) interfere with the ownership or operation of the Commercial Unit; or (iii) modify, alter or delete any (A) provision of this Declaration that benefits the Owner of the Commercial Unit, or (B) rights, privileges, easements or protections of the Owner of the Commercial Unit, without the written consent of the Owner of the Commercial Unit attached to and recorded with such

amendment.

(b) If the Association chooses to hold a meeting to vote on any proposed amendment (although no meeting is required), then notice of such a meeting, if any, at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment.

(c) The consent of the requisite number of Owners to any amendment shall be evidenced by the execution of the amendment by said Owners, or, in the alternative, the sworn statement of the President or any Vice President or the Secretary of the Association attached to or incorporated in the amendment, which sworn statement states unequivocally that the consent of the required number of Owners was obtained and that any notices required by this Declaration, the Bylaws, the Articles of Incorporation and Georgia law were given. No amendment shall be effective until it is filed for record in the office of the Clerk of Superior Court of Fulton County, Georgia. Any amendment so certified and recorded shall be conclusively presumed to have been duly adopted in accordance with this Declaration.

(d) In addition to the above, material amendments to this Declaration are subject to approval by Eligible Mortgage Holders who represent at least fifty-one percent (51%) of the votes of Units that are subject to Mortgages held by Eligible Mortgage Holders. Notwithstanding the above, the approval of any proposed amendment by an Eligible Mortgage Holder shall be deemed implied and consented to if the Eligible Mortgage Holder fails to submit a response to any written proposal for an amendment within thirty (30) days after the Eligible Mortgage Holder receives notice of the proposed amendment sent by certified or registered mail, return receipt requested. Material amendments are those which establish, provide for, govern or regulate any of the following:

- (1) Voting;
- (2) Increases in assessments that raise the previously assessed amount by more than twenty-five (25%) percent, assessment liens or priority of assessment liens;
- (3) Reductions in reserves for maintenance, repair and replacement of Common Elements;
- (4) Responsibility for maintenance and repairs;
- (5) Reallocation of interests in the Common Elements or rights to their use;
- (6) Redefinition of Unit boundaries;
- (7) Convertibility of Units into Common Elements or vice versa;

(8) Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;

(9) Hazard or fidelity insurance requirements;

(10) Imposition of any restrictions on the leasing of Units;

(11) Imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;

(12) A decision to establish self-management by the Association where professional management has been required by any of the agencies or corporations specified hereinbelow;

(13) Restoration or repair of the Condominium (after damage or partial condemnation) in a manner other than that specified in the Condominium Instruments; or

(14) Any provisions that expressly benefit Eligible Mortgage Holders or insurers or guarantors of first Mortgages on Units in the Condominium.

(g) Any action to challenge the validity of an amendment adopted under this Section must be brought within one (1) year of the effective date of such amendment. No Person shall be permitted to bring any legal action to challenge the validity of an amendment to this Declaration more than one year after the recording thereof in the Fulton County, Georgia land records.

18.2. Security and Safety. THE ASSOCIATION MAY, BUT SHALL NOT BE REQUIRED TO, FROM TIME TO TIME, PROVIDE MEASURES OR TAKE ACTIONS WHICH DIRECTLY OR INDIRECTLY IMPROVE SAFETY ON THE CONDOMINIUM; HOWEVER, EACH OWNER, ON BEHALF OF SUCH OWNER, ITS OCCUPANTS AND THEIR RESPECTIVE GUESTS, LICENSEES AND INVITEES, ACKNOWLEDGES AND AGREES THAT NEITHER THE ASSOCIATION NOR THE OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES THEREOF ARE A PROVIDER OF SECURITY AND NONE OF THEM SHALL HAVE A DUTY TO PROVIDE SECURITY IN AND TO THE CONDOMINIUM. FURTHERMORE, THE ASSOCIATION DOES NOT GUARANTEE OR REPRESENT THAT NON-OWNERS AND NON-OCCUPANTS WILL NOT GAIN ACCESS TO THE PROPERTY AND COMMIT CRIMINAL ACTS ON THE PROPERTY NOR DOES THE ASSOCIATION GUARANTEE OR REPRESENT THAT CRIMINAL ACTS ON THE CONDOMINIUM WILL NOT BE COMMITTED BY OTHER OWNERS, OCCUPANTS OR THEIR RESPECTIVE GUESTS, LICENSEES AND INVITEES. IT SHALL BE THE RESPONSIBILITY OF EACH OWNER, OCCUPANT AND THEIR RESPECTIVE GUESTS, LICENSEES AND INVITEES TO PROTECT HIS OR HER PERSONS AND PROPERTY AND ALL RESPONSIBILITY TO PROVIDE SECURITY SHALL LIE SOLELY WITH EACH OWNER, OCCUPANT AND THEIR RESPECTIVE GUESTS, LICENSEES AND INVITEES. THE ASSOCIATION SHALL NOT BE HELD

LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SAFETY MEASURES UNDERTAKEN.

EACH OWNER, ITS OCCUPANTS AND THEIR RESPECTIVE GUESTS, LICENSEES AND INVITEES SHALL USE THE COMMON ELEMENTS, INCLUDING THE LIMITED COMMON ELEMENTS, AND ALL OTHER PORTIONS OF THE CONDOMINIUM NOT CONTAINED WITHIN A UNIT AT THEIR OWN RISK AND SHALL ASSUME SOLE RESPONSIBILITY FOR THEIR PERSONAL BELONGINGS USED OR STORED THEREON. ALL OWNERS AND OCCUPANTS AND THEIR RESPECTIVE GUESTS, LICENSEES AND INVITEES SHALL HAVE AN AFFIRMATIVE DUTY AND RESPONSIBILITY TO INSPECT THE COMMON ELEMENTS AND ALL PORTIONS OF THE CONDOMINIUM NOT CONTAINED WITHIN A UNIT FOR ANY DEFECTS, PERILS OR OTHER UNSAFE CONDITIONS RELATING TO THE USE AND ENJOYMENT THEREOF. THE ASSOCIATION AND/OR ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS SHALL NOT BE HELD LIABLE FOR PERSONAL INJURY TO ANY PERSON OCCURRING ON THE COMMON ELEMENTS, INCLUDING THE LIMITED COMMON ELEMENTS, NOR FOR LOSS OR DAMAGE TO PERSONAL BELONGINGS USED OR STORED THEREON OR ON ANY OTHER PORTION OF THE CONDOMINIUM. NOR SHALL THE ASSOCIATION OR ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS BE LIABLE TO ANY OWNER OR OCCUPANT OR THEIR RESPECTIVE GUESTS, LICENSEES AND INVITEES FOR LOSS OR DAMAGE, BY THEFT OR OTHERWISE, OF ANY PROPERTY OF SUCH OWNER, OCCUPANT, GUEST, LICENSEE OR INVITEE.

18.3. Implied Rights. The Association may exercise any right or privilege given to it expressly by the Condominium Instruments, any use restriction or rule, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.

18.4. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any Person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application and, to this end, the provisions of this Declaration are declared to be severable.

18.5. Captions. The captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Article or Section to which they refer.

18.6. Unit and Storage Room Keys. At the request of the Association, each Owner, by acceptance of a deed to a Unit, agrees to provide the Association with a key to the Storage Unit assigned to the Unit, keys to the Unit and the security alarm code, if any, to be used by the Association for maintenance, emergency, security or safety purposes and for pest control, if necessary, all as provided in this Declaration. The Association shall not be liable for any loss or damage due to its holding such keys or use of such keys for the purposes described above and each Unit Owner shall indemnify and hold harmless the Association and its officers and directors against any and all expenses, including attorneys' fees, reasonably incurred by or imposed upon the Association, its officers or directors in connection with any action, suit or other proceeding (including settlement of any such action, suit or proceeding) brought by the Unit Owner or the Unit Owner's family, tenants, guests, employees, invitees or licensees against the Association, its officers or directors arising out of or relating to its holding or use of such keys for the purposes described above.

18.7. Preparer. This Declaration was prepared by Mindy C. Waitsman, Moore & Reese, LLC, Attorneys at Law, 2987 Clairmont Road, Suite 350, Atlanta, Georgia 30329.

18.8. Notices. Notices provided for in this Declaration, the Articles, Bylaws or the Act shall be addressed to the Owner at the address of the Unit or if to the Association to its registered agent at the agent's address on file with the Georgia Secretary of State. Any Owner may designate a different address for notices to such Owner by giving written notice to the Association. All notices, demands, bills, statements or other communications given under the Bylaws or the Declaration shall be in writing and, unless prohibited under the Bylaws or the Declaration, shall be given: (1) by personal delivery to the addressee; (2) by United States mail, first class, certified mail, return receipt requested with adequate postage prepaid; (3) by electronic mail or other electronic document; or (4) via facsimile. Such notice shall be deemed delivered at the time of personal delivery or, if mailed, when it is deposited as provided above, but the time period in which a response to any such notice must be given or any action taken with respect thereto shall commence to run from the date it is personally delivered or, if mailed, emailed or faxed the date of receipt of the notice by the addressee thereof, as evidenced by the return receipt or fax confirmation. Rejection or other refusal by the addressee to accept the notice shall be deemed to be receipt of the notice.

18.9. Right of Action. All Owners hereby acknowledge and agree that the Association shall not be entitled to institute any legal action against anyone on behalf of any or all of the Owners which is based on any alleged defect in any Unit, or any damage allegedly sustained by any Owner by reason thereof, but rather, that all such actions shall be instituted by the Person(s) owning such Unit or allegedly sustaining such damage. Notwithstanding the above, the Board may negotiate the resolution of any alleged defect(s) in the Common Elements on behalf of the Owners and shall have the right and authority to settle and release on behalf of any and all of the Owners claims, causes of action, damages and suits involving the same. Any such settlement and release shall bind all Owners and their successors and assigns as to that issue.

18.10. Indemnification. To the fullest extent allowed by the Georgia Nonprofit Corporation Code, and in accordance therewith, the Association shall indemnify every current and former officer, director and committee member against any and all expenses, including, but not limited to, attorney's fees, imposed upon or reasonably incurred by any officer, director or committee member in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which such officer, director or committee member may be a party by reason of being or having been an officer, director or committee member. The officers, directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers, directors and committee members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association and the Association shall indemnify and forever hold each such officer, director and committee member 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, director or committee member, or former officer, director or committee member, may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available.

18.11. Termination of Condominium. The Condominium shall be terminated only by the agreement of Owners of Units to which four fifths (4/5) or more of the Total Association Vote pertain and all Mortgagees of such Units and such other requirements as more specifically set forth in Section 44-3-98 of the Act. Upon the effective date of a termination agreement, all of the property constituting the Condominium shall be owned by the Unit Owners as tenants in common and such ownership shall be in proportion to their respective undivided interests in the Common Elements immediately prior to the effective date of the termination agreement. Notwithstanding anything herein to the contrary, in the event of any such termination of the Condominium, the Unit Owners shall, within thirty (30) days of the effective date thereof, elect such representative(s) to serve on the board of directors of the Master Association, and such elected representative(s) shall be authorized to act on behalf of the collective property owners with respect to all matters as relate to the Master Condominium pertaining to the property that prior to the termination constituted the Condominium. The election of said representative(s) shall be conducted in the same manner as the procedures set forth in the Bylaws.

18.12. No Discrimination. No action shall be taken by the Association or the Board of Directors which would discriminate against any person on the basis of race, creed, color, national origin, religion, sex, familial status or handicap.

18.13. Variances. Notwithstanding anything to the contrary contained herein, the Board or its designee, shall be authorized to grant individual variances from any of the provisions of this Declaration, the Bylaws and any rule, regulation or use restriction promulgated pursuant thereto if it determines that waiver of application or enforcement

of the provision in a particular case would not be inconsistent with the overall scheme of development for the Condominium.

18.14. Dispute Resolution. Prior to filing a lawsuit against the Association, the Board, or any officer, director, or property manager of the Association, an Owner or Occupant must request and attend a hearing with the Board. Any such request shall be in writing and shall be personally delivered to any member of the Board or the property manager, if any, of the Association. The Owner or Occupant shall, in such request and at the hearing, make a good faith effort to explain the grievance to the Board and resolve the dispute in an amicable fashion, and shall give the Board a reasonable opportunity to address the grievance before filing suit. Upon receiving a request for a hearing, the Board shall give notice of the date, time and place of the hearing to the Person requesting the hearing. The Board shall schedule this hearing for a date not less than seven (7) nor more than twenty-one (21) days from the date of receipt of the request.

18.15. Parking Areas. The Association and any director, officer, employee or agent thereof shall not be liable for loss or damage arising from theft, vandalism or malicious mischief or any loss or damage resulting from water or acid damage, to any property, including, without limitation, vehicles, placed or kept in any parking space or area in the Condominium. All Owners, Occupants and other Persons who use a parking space or area in the Condominium do so at their own risk.

18.16. Disclosures. The various disclosures set forth in the Original Declaration are set forth on Exhibit "G" attached hereto and incorporated herein by this reference.

18.17. Notice of Sale or Acquisition. Owners must keep the Association apprised of their name, address and telephone number. An Owner intending to make a transfer or sale of a Unit or any interest in a Unit shall give written notice to the Board of such intention within seven (7) days after execution of the transfer or sales documents. The Owner shall furnish to the Board as part of the notice (i) the name and address of the intended grantee; and (ii) such other information as the Board may reasonably require. This provision shall not be construed to create a right of first refusal in the Association or in any third party.

Within seven (7) days after receiving title to a Unit, the Owner shall give written notice to the Board of such Owner's ownership of the Unit and of the mailing address and telephone number of the Owner and the name(s) of the Occupant(s) of the Unit. Upon failure of an Owner to give the required notice within the seven (7) day time period provided herein, the Board may levy fines against the Unit and the Owner thereof, and assess the Owner for all costs incurred by the Association in determining such Owner's identity.

18.18. Cumulative Effect; Conflict. The covenants, restrictions and provisions of this Declaration and the Bylaws shall be cumulative with those of the Master Declaration

and the Master Bylaws and the Association may, but shall not be required to, enforce the latter. Every Owner, by acceptance of a deed to a Unit, acknowledges that, in addition to being subject and bound by the Condominium Instruments, such Owner is subject to the Master Declaration. In addition to all of the rights and obligations which have been conferred or imposed upon the Association pursuant to this Declaration, the Bylaws and the Articles of Incorporation, the Association shall be entitled to exercise any of the rights conferred upon it and shall be subject to all of the obligations imposed upon it pursuant to the Master Declaration and the Master Bylaws and, as such, decisions made from time to time by the Master Association may affect the rights and interests of an Owner or Occupant. The Association shall take no action in derogation of the rights of or contrary to the interest of the Master Association. In the event of a conflict between the provisions of this Declaration and the provisions of Georgia law, then to the extent that the provisions of Georgia law cannot be waived by agreement, Georgia law shall control.

IN WITNESS WHEREOF, the Association has caused this Declaration to be executed under seal, this 26<sup>th</sup> day of July, 2017.

ASSOCIATION: **METROPOLIS NORTH RESIDENTIAL  
CONDOMINIUM ASSOCIATION, INC.,**  
a Georgia nonprofit corporation

By: Kofi Lomotey

Name: KOFI LOMOTEY

Title: President

Attest: Rachel Tobin

Name: RACHEL TOBIN

Title: Secretary

[AFFIX CORPORATE SEAL]

Signed, sealed, and delivered in  
the presence of:

Stacey D Davis  
WITNESS

NOTARY PUBLIC

My Commission Expires: April 21, 2018

[AFFIX NOTARY SEAL]

Stacey D Davis  
Notary Public, Gwinnett County, GA  
My Commission Expires April 21, 2018



**EXHIBIT "A"**  
**Legal Description of Submitted Property**

All that tract or parcel of land lying and being in Land Lot 106 of the 17<sup>th</sup> District of Fulton County, Georgia, and being more particularly described as follows:

**BEGINNING** at a chiseled "x" on a concrete sidewalk found at the intersection of the northerly right-of-way line of Eighth Street (having a 30-foot right-of-way width) and the easterly right-of-way line of Peachtree Street (having a 60' right-of-way width); thence running along said northerly right-of-way line of Eighth Street North 84°34'06" East a distance of 246.66 feet to a point; thence leaving said right-of-way line and running North 01°08'12" West a distance of 418.38 feet to a point located in the centerline of a Private Drive; thence run along said centerline of the Private Drive South 88°51'48" West a distance of 245.97 feet to an "x" chiseled on the concrete on the easterly right-of-way line of Peachtree Street (having a 60 foot right-of-way width); thence run South 01°08'12" East along said easterly right-of-way line of Peachtree Street a distance of 436.85 feet to an "x" chiseled in concrete, which is the POINT OF BEGINNING.

Said tract, containing 2.4146 acres, is more particularly shown on that certain survey entitled "ALTA/ACSM Boundary Survey for 917 Peachtree, L.L.C." prepared by Travis Pruitt and Associates, P.C., bearing the seal and certification of Travis N. Pruitt, Sr., Georgia Registered Land Surveyor No. 1729, dated June 1, 1998, last revised January 16, 2001.

**TOGETHER WITH** those easement rights arising under that certain Reciprocal Easement Agreement by and between Peachtree Place Partnership, a Georgia general partnership and 999 Peachtree Associates, L.P., a Georgia limited partnership, dated as of August 11, 1989, filed for record March 5, 1990 at 2:23 p.m., recorded in Deed Book 13236, Page 161, Records of Fulton County, Georgia.

**ALSO TOGETHER WITH** those easement rights arising under that certain Reciprocal Easement Agreement by and between 34 Peachtree Associates, L.P., a Georgia limited partnership and First Security Bank National Association, not individually but solely as Owner Trustee under the FTU Realty Trust 1998-1, dated effective as of August 30, 1999, filed for record August 31, 1999 at 11:45 a.m., recorded in Deed Book 27505, Page 78, aforesaid records.

**ALSO TOGETHER WITH** those easement rights reserved under that certain Limited Warranty Deed from 34 Peachtree Associates, L.P., a Georgia limited partnership to First Security Bank National Association, not individually but solely as Owner Trustee under the FTU Realty Trust 1998-1, dated August 30, 1999, filed for record August 31, 1999 at 11:45 a.m., recorded in Deed Book 27505, Page 69, aforesaid records.

**ALSO TOGETHER WITH** all limited common elements assigned to the North Residential Component as more specifically set forth in Paragraph 5(b) of that certain Declaration of Condominium for Metropolis, A Master Condominium, dated October 18, 2002, recorded in Deed Book 33445, Page 234, et seq., Fulton County, Georgia records (hereinafter referred to as the "Master Declaration").

**LESS AND EXCEPT:** the South Residential Component, the North Commercial Component, the South Commercial Component, the Commercial Parking Component, the limited common elements assigned to such Components, and the Common Elements (with the exception of limited common elements assigned to the North Residential Component) of Metropolis, A Master Condominium, as more specifically set forth in the Master Declaration.

\*The above-described property has previously been submitted to the condominium form of ownership through the filing of the Master Declaration. The Submitted Property constitutes only the North Residential Component of Metropolis, A Master Condominium, all limited common elements assigned to said North Residential Component, and its pro rata interest in the common elements of Metropolis, A Master Condominium. Notwithstanding any provision to the contrary contained herein, the Submitted Property shall not include the South Residential Component, the North Commercial Component, the South Commercial Component or the Commercial Parking Component of Metropolis, A Master Condominium.

**TOGETHER WITH:**

The South Residential Component of Metropolis, A Master Condominium, as more specifically described in certain Declaration of Condominium for Metropolis, A Master Condominium, dated October 18, 2002, recorded in Deed Book 33445, Page 234, et seq., Fulton County, Georgia records (hereinafter referred to as the "Master Declaration") and shown on the Master Floor Plan

**EXHIBIT "B"****UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS AND  
LIABILITIES FOR THE COMMON EXPENSES**

<b>Unit Number</b>	<b>Unit Floor Plan Type</b>	<b>Ownership Percentage</b>
701	S1	.216%
702	Z7	.198%
703	Z5	.163%
704	X9	.179%
705	X5	.176%
706	Y2	.277%
707	Z5	.163%
708	G3	.193%
709	Z3	.156%
710	G2A	.241%
711	G8	.241%
712	X1	.107%
713	T3	.203%
714	Z9	.160%
715	X3	.179%
716	Z1A	.155%
717	Z1	.164%
718	T1	.204%
719	T9	.211%
801	S1	.216%
802	Z7	.198%
803	Z5	.163%
804	X9	.179%
805	X5	.176%
806	Y4	.294%
807	Z5	.163%
808	G3	.193%
809	Z3	.156%
810	G2A	.241%
811	G8	.241%
812	X7	.130%
813	T3	.203%
814	Z9	.160%
815	X3	.179%
816	Z1A	.155%
817	Z1	.164%
818	T1	.204%

Unit Number	Unit Floor Plan Type	Ownership Percentage
819	T9	.211%
901	S1	.216%
902	Z7	.198%
903	Z5	.163%
904	X9	.179%
905	X5	.176%
906	Y4	.294%
907	Z5	.163%
908	G8	.241%
909	Z3	.156%
910	G2	.244%
911	G8	.241%
912	X7	.130%
913	T3	.203%
914	Z9	.160%
915	X3	.179%
916	Z1A	.155%
917	Z1	.164%
918	T1	.204%
919	T9	.211%
1001	S1	.216%
1002	Z7	.198%
1003	Z5	.163%
1004	X9	.179%
1005	X5	.176%
1006	Y4	.294%
1007	Z5	.163%
1008	G8	.241%
1009	Z3	.156%
1010	G2	.244%
1011	G8	.241%
1012	X7	.130%
1013	T3	.203%
1014	Z9	.160%
1015	X3	.179%
1016	Z1A	.155%
1017	Z1	.164%
1018	T1	.204%
1019	T9	.211%
1101	S1	.216%
1102	Z7	.198%
1103	Z5	.163%
1104	X9	.179%

Unit Number	Unit Floor Plan Type	Ownership Percentage
1105	X5	.176%
1106	Y4	.294%
1107	Z5	.163%
1108	G8	.241%
1109	Z3	.156%
1110	G2	.244%
1111	G8	.241%
1112	X7	.130%
1113	T3	.203%
1114	X9	.160%
1115	X3	.179%
1116	Z1A	.155%
1117	Z1	.164%
1118	T1	.204%
1119	T9	.211%
1201	S1	.216%
1202	Z7	.198%
1203	Z5	.163%
1204	X9	.179%
1205	X5	.176%
1206	Y4	.294%
1207	Z5	.163%
1208	G8	.241%
1209	Z3	.156%
1210	G2	.244%
1211	G8	.241%
1212	X7	.130%
1213	T3	.203%
1214	Z9	.160%
1215	X3	.179%
1216	Z1A	.155%
1217	Z1	.164%
1218	T1	.204%
1219	T9	.211%
1301	S1	.216%
1302	Z7	.198%
1303	Z5	.163%
1304	X9	.179%
1305	X5	.176%
1306	Y4	.294%
1307	Z5	.163%
1308	G8	.241%
1309	Z3	.156%

Unit Number	Unit Floor Plan Type	Ownership Percentage
1310	G2	.244%
1311	G8	.241%
1312	X7	.130%
1313	T3	.203%
1314	Z9	.160%
1315	X3	.179%
1316	Z1A	.155%
1317	Z1	.164%
1318	T1	.204%
1319	T9	.211%
1401	S1	.216%
1402	Z7	.198%
1403	Z5	.163%
1404	X9	.179%
1405	X5	.176%
1406	Y4	.294%
1407	Z5	.163%
1408	G8	.241%
1409	Z3	.156%
1410	G2	.244%
1411	G8	.241%
1412	X7	.130%
1413	T3	.203%
1414	Z9	.160%
1415	X3	.179%
1416	Z1A	.155%
1417	Z1	.164%
1419	T1 & T9	.415%
1501	S1	.216%
1502	Z7	.198%
1503	Z5	.163%
1504	X9	.179%
1505	X5	.176%
1506	Y4	.294%
1507	Z5	.163%
1508	G8	.241%
1509	Z3	.156%
1510	G2	.244%
1511	G8	.241%
1512	X7	.130%
1513	T3	.203%
1514	Z9	.160%
1515	X3	.179%

Unit Number	Unit Floor Plan Type	Ownership Percentage
1516	Z1A	.155%
1517	Z1	.164%
1518	T1	.204%
1519	T9	.211%
1601	S1	.216%
1602	Z7	.198%
1603	Z5	.163%
1604	X9	.179%
1605	X5	.176%
1606	Y4	.294%
1607	Z5	.163%
1608	G8	.241%
1609	Z3	.156%
1610	G2	.244%
1611	G8	.241%
1612	X7	.130%
1613	T3	.203%
1614	Z9	.160%
1615	X3	.179%
1616	Z1A	.155%
1617	Z1	.164%
1618	T1	.204%
1619	T9	.211%
1701	S1	.216%
1702	Z7	.198%
1703	Z5	.163%
1704	X9	.179%
1705	X5	.176%
1706	Y4	.294%
1707	Z5	.163%
1708	G8	.241%
1709	Z3	.156%
1710	G2	.244%
1711	G8	.241%
1712	X7	.130%
1713	T3	.203%
1714	M8	.514%
1801	S1	.216%
1802	Z7	.198%
1803	Z5	.163%
1804	X3	.179%
1805	X5	.176%
1806	Y4	.294%

Unit Number	Unit Floor Plan Type	Ownership Percentage
1807	Z5	.163%
1808	G8	.241%
1809	Z3	.156%
1810	G2	.244%
1811	G8	.241%
1812	X7	.130%
1813	T3	.203%
1814	Y6	.346%
1815	T1A	.199%
1901	S1	.216%
1902	Z7	.198%
1903	Z5	.163%
1904	X9	.179%
1905	X5	.176%
1906	Y4	.294%
1907	Z5	.163%
1908	G8	.241%
1909	Z3	.156%
1910	G2	.244%
1911	G8	.241%
1912	X7	.130%
1913	T3	.203%
1914	Y6	.346%
1915	T1A	.199%
2001	S1	.216%
2002	Z7	.198%
2003	Z5	.163%
2004	X9	.179%
2005	X5	.176%
2006	Y4	.294%
2007	Z5	.163%
2008	K8	.447%
2009	Z3	.156%
2010	G2	.433%
2011	K8	.447%
2012	X7	.130%
2013	T3	.203%
2014	Y6	.346%
2015	T1A	.199%
721	S1	.216%
722	Z7	.198%
723	Z5	.163%
724	X9	.179%

Unit Number	Unit Floor Plan Type	Ownership Percentage
725	X5	.176%
726	Y2	.277%
727	Z5	.163%
728	G3	.193%
729	Z3	.156%
730	G2A	.241%
731	G8	.241%
732	X1	.107%
733	T3	.203%
734	Z9	.160%
735	X3	.179%
736	Z1A	.155%
737	Z1	.164%
738	T1	.204%
739	T9	.211%
821	S1	.216%
822	Z7	.198%
823	Z5	.163%
824	X9	.179%
825	X5	.176%
826	Y4	.294%
827	Z5	.163%
828	G3	.193%
829	Z3	.156%
830	G2A	.241%
831	G8	.241%
832	X7	.130%
833	T3	.203%
834	Z9	.160%
835	X3	.179%
836	Z1A	.155%
837	Z1	.164%
838	T1	.204%
839	T9	.211%
921	S1	.216%
922	Z7	.198%
923	Z5	.163%
924	X9	.179%
925	X5	.176%
926	Y4	.294%
927	Z5	.163%
928	G8	.241%
929	Z3	.156%



Unit Number	Unit Floor Plan Type	Ownership Percentage
930	G2	.244%
931	G8	.241%
932	X7	.130%
933	T3	.203%
934	Z9	.160%
935	X3	.179%
936	Z1A	.155%
937	Z1	.164%
938	T1	.204%
939	T9	.211%
1021	S1	.216%
1023	Z5	.163%
1024	X9 & Z7	.377%
1025	X5	.176%
1026	Y4	.294%
1027	Z5	.163%
1028	G8	.241%
1029	G8 & Z3	.397%
1030	G2	.244%
1032	X7	.130%
1033	T3	.203%
1034	Z9	.160%
1036	NONE	.334%
1037	Z1	.164%
1038	T1	.204%
1039	T9	.211%
1121	S1	.216%
1122	Z7	.198%
1123	Z5	.163%
1124	X9	.179%
1125	X5	.176%
1126	Y4	.294%
1127	Z5	.163%
1128	G8	.241%
1129	Z3	.156%
1130	G2	.244%
1131	G8	.241%
1132	X7	.130%
1133	T3	.203%
1134	Z9	.160%
1135	X3	.179%
1136	Z1A	.155%
1137	Z1	.164%

Unit Number	Unit Floor Plan Type	Ownership Percentage
1138	T1	.204%
1139	T9	.211%
1221	S1	.216%
1222	Z7	.198%
1223	Z5	.163%
1224	X9	.179%
1225	X5	.176%
1226	Y4	.294%
1227	Z5	.163%
1228	G8	.241%
1229	Z3	.156%
1230	G2	.244%
1231	G8	.241%
1232	X7	.130%
1233	T3	.203%
1234	Z9	.160%
1235	X3	.179%
1236	Z1A	.155%
1237	Z1	.164%
1238	T1	.204%
1239	T9	.211%
1321	S1	.216%
1322	Z7	.198%
1323	Z5	.163%
1324	X9	.179%
1325	X5	.176%
1326	Y4	.294%
1327	Z5	.163%
1328	G8	.241%
1329	Z3	.156%
1330	G2	.244%
1331	G8	.241%
1332	X7	.130%
1333	T3	.203%
1334	Z9	.160%
1335	X3	.179%
1336	Z1A	.155%
1337	Z1	.164%
1338	T1	.204%
1339	T9	.211%
1421	S1	.216%
1422	Z7	.198%
1423	Z5	.163%

Unit Number	Unit Floor Plan Type	Ownership Percentage
1424	X9	.179%
1425	X5	.176%
1426	Y4	.294%
1427	Z5	.163%
1428	G8	.241%
1429	Z3	.156%
1430	G2	.244%
1431	G8	.241%
1432	X7	.130%
1433	T3	.203%
1434	Z9	.160%
1435	X3	.179%
1436	Z1A	.155%
1437	Z1	.164%
1438	T1	.204%
1439	T9	.211%
1521	S1	.216%
1522	Z7	.198%
1523	Z5	.163%
1524	X9	.179%
1525	X5	.176%
1526	Y4	.294%
1527	Z5	.163%
1528	G8	.241%
1529	Z3	.156%
1530	G2	.244%
1531	G8	.241%
1532	X7	.130%
1533	T3	.203%
1534	Z9	.160%
1535	X3	.179%
1536	Z1A	.155%
1537	Z1	.164%
1538	T1	.204%
1539	T9	.211%
1621	S1	.216%
1622	Z7	.198%
1623	Z5	.163%
1624	X9	.179%
1625	X5	.176%
1626	Y4	.294%
1627	Z5	.163%
1628	G8	.241%

Unit Number	Unit Floor Plan Type	Ownership Percentage
1629	Z3	.156%
1630	G2	.244%
1631	G8	.241%
1632	X7	.130%
1633	T3	.203%
1634	Z9	.160%
1635	X3	.179%
1636	Z1A	.155%
1637	Z1	.164%
1638	T1	.204%
1639	T9	.211%
1721	S1	.216%
1722	Z7	.198%
1723	Z5	.163%
1724	X9	.179%
1725	X5	.176%
1726	Y4	.294%
1727	Z5	.163%
1728	G8	.241%
1729	Z3	.156%
1730	G2	.244%
1731	G8	.241%
1732	X7	.130%
1733	T3	.203%
1734	M8	.515%
1821	S1	.216%
1822	Z7	.198%
1823	Z5	.163%
1824	X3	.179%
1825	X5	.176%
1826	Y4	.294%
1827	Z5	.163%
1828	G8	.241%
1829	Z3	.156%
1830	G2	.244%
1831	G8	.241%
1832	X7	.130%
1833	T3	.203%
1834	Y6	.346%
1835	T1A	.199%
1921	S1	.216%
1922	Z7	.198%
1923	Z5	.163%

Unit Number	Unit Floor Plan Type	Ownership Percentage
1924	X9	.179%
1925	X5	.176%
1926	Y4	.294%
1927	Z5	.163%
1928	G8	.241%
1929	Z3	.156%
1930	G2	.244%
1931	G8	.241%
1932	X7	.130%
1933	T3	.203%
1934	Y6	.346%
1935	T1A	.199%
2021	S1	.216%
2022	Z7	.198%
2023	Z5	.163%
2024	X9	.179%
2025	X5	.176%
2026	Y4	.294%
2027	Z5	.163%
2028	K8 & G2	.880%
2029	Z3	.156%
2031	G8	.447%
2032	X7	.130%
2033	T3	.203%
2034	Y6	.346%
2035	T1A	.199%
CU1	N/A	.411%
<b>TOTAL</b>		<b>100%</b>

**EXHIBIT "C-1"**

**Certification of Amendment by President of  
Metropolis North Residential Condominium Association, Inc.**

STATE OF GEORGIA

COUNTY OF FULTON

Re: Metropolis North Residential Condominium Association, Inc.

Personally appeared before me, the undersigned deponent who, being duly sworn, deposed and said on oath that:

1. Deponent is the President of Metropolis North Residential Condominium Association, Inc.

2. Deponent is duly qualified and authorized to make this Affidavit and knows the facts contained herein of his or her own personal knowledge.

3. The foregoing Amended and Restated Declaration of Condominium for Metropolis North Residential Condominium was approved by the affirmative vote, written consent or a combination of affirmative vote and written consent of the members of the Association holding two-thirds (2/3) of the total eligible Association vote as provided by law and the Original Declaration and otherwise in accordance with the provisions of Section 44-3-93 of the Act, which approval was otherwise lawfully given and obtained.

4. The foregoing Amended and Restated Bylaws of Metropolis North Residential Condominium Association, Inc. attached to the foregoing Declaration as Exhibit "D" and incorporated therein by reference was approved the affirmative vote, written consent or a combination of affirmative vote and written consent of the members of the Association holding two-thirds (2/3) of the total eligible Association vote as provided by law and the Original Bylaws and otherwise in accordance with the provisions of Section 44-3-93 of the Act, which approval was otherwise lawfully given and obtained.

5. Any notices required by the Declaration, the Bylaws and Georgia law were properly given.

6. Deponent makes this Affidavit pursuant to Official Code of Georgia Annotated Sections 44-3-93 and Paragraph 22 of the Original Declaration.

[SIGNATURE PAGE TO FOLLOW]

This, the 26<sup>th</sup> day of July, 2017.

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Kofi Lomotey  
KOFI LOMOTEY

Sworn to and Subscribed before me  
this 26<sup>th</sup> day of July, 2017.

Stacey D. Davis

Notary Public

My Commission Expires: \_\_\_\_\_

April 21, 2018

[AFFIX NOTARY SEAL]

**Stacey D Davis**  
**Notary Public, Gwinnett County, GA**  
**My Commission Expires April 21, 2018**

**EXHIBIT "C-2"**

**Certification of Amendment by Secretary of  
Metropolis North Residential Condominium Association, Inc.**

STATE OF GEORGIA

COUNTY OF FULTON

Re: Metropolis North Residential Condominium Association, Inc.

Personally appeared before me, the undersigned deponent who, being duly sworn, deposed and said on oath that:

1. Deponent is the Secretary of Metropolis North Residential Condominium Association, Inc.

2. Deponent is duly qualified and authorized to make this Affidavit and knows the facts contained herein of his or her own personal knowledge.

3. The foregoing Amended and Restated Declaration of Condominium for Metropolis North Residential Condominium was approved by the affirmative vote, written consent or a combination of affirmative vote and written consent of the members of the Association holding two-thirds (2/3) of the total eligible Association vote as provided by law and the Original Declaration and otherwise in accordance with the provisions of Section 44-3-93 of the Act, which approval was otherwise lawfully given and obtained.

4. The foregoing Amended and Restated Bylaws of Metropolis North Residential Condominium Association, Inc. attached to the foregoing Declaration as Exhibit "D" and incorporated therein by reference was approved the affirmative vote, written consent or a combination of affirmative vote and written consent of the members of the Association holding two-thirds (2/3) of the total eligible Association vote as provided by law and the Original Bylaws and otherwise in accordance with the provisions of Section 44-3-93 of the Act, which approval was otherwise lawfully given and obtained.

5. Any notices required by the Declaration, the Bylaws and Georgia law were properly given.

6. Deponent makes this Affidavit pursuant to Official Code of Georgia Annotated Sections 44-3-93 and Paragraph 22 of the Original Declaration.

[SIGNATURE PAGE TO FOLLOW]



This, the 26<sup>th</sup> day of July, 2017.

Signed:

Print Name:

Rachel Tobin  
RACHEL TOBIN

Sworn to and Subscribed before me  
this 26<sup>th</sup> day of July, 2017.

Stacey D Davis

Notary Public

My Commission Expires: April 21, 2018

[AFFIX NOTARY SEAL]

**Stacey D Davis**  
**Notary Public, Gwinnett County, GA**  
**My Commission Expires April 21, 2018**

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EXHIBIT "D"

AMENDED AND

RESTATED BYLAWS

OF

METROPOLIS NORTH RESIDENTIAL  
CONDOMINIUM ASSOCIATION, INC.

Prepared By:  
Mindy C. Waitsman  
Moore & Reese, LLC  
2987 Clairmont Road, Suite 350  
Atlanta, Georgia 30329  
(770) 457-7000

AMENDED AND  
 RESTATED BYLAWS  
 OF  
 METROPOLIS NORTH RESIDENTIAL CONDOMINIUM ASSOCIATION, INC.

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AMENDED AND RESTATED BYLAWS

OF

METROPOLIS NORTH RESIDENTIAL  
CONDOMINIUM ASSOCIATION, INC.

Article 1

Name and Location

1.1 Name. The name of the association is Metropolis North Residential Condominium Association, Inc., a Georgia nonprofit membership corporation (hereinafter referred to as the "Association").

1.2 Location. The principal office of the Condominium shall be located in the State of Georgia at such place as shall be designated from time to time by the Board of Directors. Meetings of members and directors may be held at such places within the State of Georgia as may be designated from time to time by the Board of Directors.

1.3 Purpose. The Association shall have the responsibility of administering the Condominium, establishing the means and methods of collecting the contributions to the Common Expenses, arranging for the management of the Condominium and performing all of the other acts that may be required to be performed by the Association pursuant to the Act, the Georgia Nonprofit Corporation Code and the Declaration. Except as to those matters which the Act, 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, and the Board shall have every right, power and privilege authorized or implied herein and under Georgia law to effectuate such responsibility.

Article 2

Definitions

The terms used in these Bylaws, unless otherwise specified or unless the context otherwise requires, shall have the meanings specified in the Amended and Restated Declaration of Condominium for Metropolis North Residential Condominium recorded in the Office of the Clerk of the Superior Court of Fulton County, Georgia (hereinafter called the "Declaration") or the meaning given in Section 44-3-71 of the Georgia Condominium Act or the Georgia Nonprofit Corporation Code, O.C.G.A. Section 14-3-101 et seq. (the "Nonprofit Code"). Statutory references shall be construed as meaning the referenced statute or portion thereof as the same may exist from time to time.

Article 3  
Membership and Voting Rights

3.1 Membership. Owner of a Unit shall automatically become a member of the Association upon taking title to the Unit and shall remain a member for the entire period of ownership. A member's spouse or Domestic Partner may exercise the powers and privileges of the member. If title to a Unit is held by more than one Person, the membership shall be shared in the same proportion as the title, but there shall be only one membership and one vote per Unit. 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 Unit and shall be transferred automatically by conveyance of that Unit and may be transferred only in connection with the transfer of title.

3.2 Entity Members. If an Owner is a corporation, 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, beneficiary or other designated agent of such trust, or manager of such other legal entity shall be eligible to represent such entity in the affairs of the Association. Such person's relationship with the Association, and any office or directorship held, shall terminate automatically upon the termination of such person's relationship with the entity which is the Owner.

3.3 Voting Rights. The Association shall have one (1) class of voting membership which shall consist of all Owners. Each Unit shall be entitled to one (1) equally weighted vote. Votes may be cast by the Owner; the Owner's spouse or Domestic Partner, or by a lawful proxy. 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, beneficiary or other designated agent of such trust, manager 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 person entitled to cast the vote for such Unit shall be designated by a certificate signed by the record Owner of such Unit and filed with the Secretary of the Association. Each such certificate shall be valid until revoked, superseded by a subsequent certificate or a change occurs in the ownership of such Unit; provided, however, 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, and 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 these Bylaws.

When a Unit is owned by more than one (1) natural person, they may, without being required to do so, designate the person entitled to cast the vote for such Unit as

provided above. In the event they do not designate such a person, the following provisions shall apply:

(a) If only one (1) Owner is present at a meeting, the person present shall be counted for purposes of a quorum and may cast the vote for the Unit without establishing the concurrence of any absent person.

(b) If more than one (1) of such Owners, whether or not all of them, are present at a meeting and concur, any one (1) of the Owners may cast the vote for the Owners.

(c) If more than one (1) of such Owners, whether or not all of them, are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.

The votes of the Owners shall be cast under such rules and procedures as may be prescribed in the Declaration or in these Bylaws or by law.

No Owner shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors, or to act as a proxy for any other member if that Owner is shown on the books or management accounts of the Association to be more than 30 days delinquent in any payment due the Association or if the Owner has had its voting rights suspended for any reason. If an Owner's voting rights have been suspended, that Owner shall not be counted as an eligible vote for purposes of establishing a Majority or a quorum, or for purposes of amending these Bylaws or the Declaration.

3.4 Suspension of Voting Rights. During any period in which an Owner shall be in default in payment of any assessment, the voting rights applicable to such Unit may be suspended by the Board of Directors until such assessment has been paid. In addition, the Board of Directors may suspend the voting rights of an Owner for a reasonable period of time for an infraction of the Declaration, Bylaws or rules and regulations or the Master Condominium Instruments. During any period in which an Owner's voting rights are suspended, such Owner's vote shall not count for any purpose.

3.5 Majority. As used in these Bylaws, the term "Majority," when capitalized, shall mean those votes, Owners, or other group as the context may indicate totaling more than 50% of the total number of eligible votes, Owners, or other group, respectively. Unless otherwise specifically stated, the words "majority vote" mean more than 50% of those voting in person or by proxy. Except as otherwise specifically provided in the Declaration or these Bylaws, all decisions shall be by majority vote.

#### Article 4

##### Meetings of Owners

4.1 Annual Meetings. The regular annual meeting of the members shall be held

during the fourth quarter of each year with the date, hour, and place to be set by the Board of Directors. No annual meeting of the Association shall be set on a legal holiday.

4.2 Special Meetings. Special meetings of the members may be called for any purpose at any time by the President or Secretary, by request of any two (2) members of the Board of Directors, or upon written petition of Owners holding at least fifteen percent (15%) of the total eligible Association vote. Any such written petition by the members must be submitted to the Association's Secretary. The Secretary shall then verify that the required number of members have joined in the petition and shall submit all proper petitions to the Association's President. The President shall then promptly call a special meeting for the purpose stated in the petition setting the date, time and location of the meeting (which is not required to be the date, time or location requested in any petition submitted to the Association), and the Secretary shall send notice of the meeting in accordance with these Bylaws. Any special meeting called pursuant to written petition shall be set within thirty (30) days of the date of the petition.

4.3 Notice of Meetings. Written notice of each meeting of the Owners shall be given by, or at the direction of, the Secretary or other person authorized to call the meeting at least twenty-one (21) days in advance of any annual or regularly scheduled meeting, and at least (7) seven days in advance of any other meeting, including special meetings, and shall state the time, place and purpose of such meeting. Such notice shall be delivered personally, sent by United States mail, postage prepaid, statutory overnight delivery, by fax or issued electronically to all Owners of record at such address or addresses as any of them may have designated, or, if no other address has been so designated, at the address of their respective Units. The mailing, delivery or email of a notice of meeting in the manner provided herein shall be considered proper service of notice.

4.4 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 or by electronic transmission signed by the member entitled to the notice and delivered to the Association for inclusion in the minutes or filing with the Association's records, waive notice of any meeting of the members, either before or after such meeting. Attendance at a meeting by an Owner, whether in person, by representative, or represented by proxy, shall be deemed waiver by such Owner of notice of the time, date, and place thereof unless such Owner specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a meeting shall also be deemed waiver of notice of all business transacted at such meeting unless objection to lack of notice is raised before the business, of which proper notice was not given, is put to a vote.

4.5 Quorum. The presence at the meeting of Owners and/or proxies entitled to cast at least one-third (1/3) of the Total Association Vote shall constitute a quorum for any action except as otherwise expressly provided in the Georgia Condominium Act or in the Declaration. Once a quorum is established for a meeting, it shall conclusively be presumed to exist until the meeting is adjourned and shall not need to be reestablished.



If, however, such quorum shall not be present or represented at any meeting, the Owners and/or proxies entitled to cast a majority of the votes thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented; provided however, if a new record date for the adjourned meeting must be established under the Nonprofit Code, notice of the adjourned meeting must be given to the Owners of record as of the new record date. Owners whose voting rights have been suspended pursuant to the Declaration or these Bylaws shall not be counted toward the quorum requirement.

4.6 Adjournment. Any meeting of the Owners may be adjourned from time to time for periods not exceeding ten (10) days by vote of the Owners 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 a reconvened session. and no additional notice of such reconvened session shall be required.

4.7 Proxies. Except as otherwise provided herein, 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 signed either personally or by an electronic transmission, dated, and filed with the Secretary prior to the opening of the meeting for which it is to be used. An electronic transmission must contain or be accompanied by information from which it can be determined that the member, the member's agent, or the member's attorney in fact authorized the electronic transmission. Proxies may be delivered to the Board by personal delivery, U.S. mail or electronic transmission to the Secretary or other officer or agent authorized to tabulate votes. Every proxy shall be revocable and shall automatically cease upon: (a) receipt of notice by the Secretary of the death or judicially declared incompetence of a member; (b) receipt by the Secretary or other officer or agent authorized to tabulate votes of written revocation signed by the member; (c) receipt by the Secretary or other officer or agent authorized to tabulate votes of a subsequent appointment form signed by the member; (d) attendance by the member and voting in person at any meeting; (e) conveyance by an Owner of the Unit to which the vote to be cast by proxy appertains, in which case the Owner shall be deemed to have revoked such proxy; or (f) the expiration of eleven (11) months from the date of the proxy appointment form. A proxy holder may not appoint a substitute proxy holder unless expressly authorized to do so in the proxy. Members whose voting rights have been suspended hereunder may not act as proxy for any other member. Each proxy shall be effective only for the meeting specified therein and any adjournment thereof.

4.8 Order of Business. The order of business at all annual meetings of the Owners shall, unless otherwise determined by the Board of Directors, be as follows:

(a) Roll call.

(b) Proof of notice of meeting or waiver thereof.

- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of Board of Directors.
- (f) Reports of committees, if any.
- (g) Projected budget.
- (h) Election or appointment of inspectors of election.
- (i) Election of Directors.
- (j) Unfinished business.
- (k) New business.

4.9 Decisions of Owners. Unless otherwise expressly provided in the Georgia Condominium Act, the Declaration or these Bylaws, a majority of the votes cast on any particular issue shall be necessary to adopt decisions at any meeting of the Owners.

4.10 Conduct of Meetings. The President shall preside over all meetings of the Owners and the Secretary shall keep the minutes of the meetings and record in a minute book all resolutions duly adopted as well as a record of all transactions occurring at such meetings. Unless otherwise provided by the Board, the latest edition of Roberts Rules of Order shall govern the conduct of all meetings of the Owners when not in conflict with the Georgia Condominium Act, the Declaration or these Bylaws.

4.11 Action in Lieu of 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 consent form or a ballot in writing or by electronic transmission to every member entitled to vote on the matter.

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

All solicitations for votes by ballot in writing or by electronic transmission shall:

- (1) indicate the number of responses needed to meet the quorum requirements; (2) state the percentage of approvals necessary to approve each matter other than election

of directors; and (3) specify the time by which a ballot must be received by the Association in order to be counted. A ballot in writing or by electronic transmission may not be revoked. The Association shall maintain such ballots in its file for at least three (3) years.

(b) Written Consent. Approval by consent in writing or by electronic transmission shall be valid only when the vote represented by consent in writing or by electronic transmission equals or exceeds the requisite majority of the voting power for such action. Executed consents in writing or by electronic transmission shall be included in the minutes or filed with the Association's records. No consent in writing or by electronic transmission signed pursuant to the Georgia Nonprofit Corporation Code shall be valid unless: (1) the consenting member has been furnished the same material that, pursuant to the Georgia Nonprofit Corporation Code, would have been required to be sent to members in a notice of a meeting at which the proposed action would have been submitted to the members for action; or (2) the written consent contains an express waiver of the right to receive the material otherwise required to be furnished. Such action shall be approved when the Secretary receives a sufficient number of consents. If an action of the members is approved by consent in writing or by electronic transmission hereunder, the Board shall issue notice of such approval to all members in writing or by electronic transmission. Membership approval shall be effective ten (10) days after written notice is issued; provided, however, if the consent is to an amendment to the Declaration or Bylaws which must be recorded, the effective date shall be no earlier than the date of recording of such amendment.

## Article 5 Board of Directors

5.1 Number and Qualifications. The Board of Directors of the Association shall be composed of five (5) persons. Directors shall be natural persons who are eighteen (18) years of age or older and who reside in the Condominium. Each director shall be a member of the Association, or the spouse, Domestic Partner or cohabitant of a member; provided, however, no Person may serve on the Board at the same time with such Person's spouse, Domestic Partner or cohabitant or any co-Owner or Occupant of such Person's Unit. No person shall be eligible to be elected to the Board of Directors if such person (or the Unit in which such person resides) is shown on the books and records of the Association to be more than thirty (30) days delinquent in the payment of any assessment or charge by the Association.

5.2 Election and Term of Office. Directors shall be elected at the annual meetings of the members (or pursuant to Section 4.11 hereof by action in lieu of a meeting) for a term of two (2) years each. Except in the case of death, resignation or removal, each director elected by the members shall serve until a successor has been duly elected and qualified. Persons receiving the largest number of votes at any election of directors shall be elected whether or not such number constitutes a majority

of the votes cast. Cumulative voting shall not be permitted.

5.3 Removal of Directors; Vacancies. At any annual, regular or special meeting of the Association, any director may be removed from the Board of Directors with or without cause, by the Owners entitled to cast a majority of the Total Association Vote and a successor may then and there be elected to fill the vacancy thus created. The notice of the meeting shall state that the purpose, or one of the purposes, of the meeting is removal of a director. A director whose removal by the members has been proposed shall be given an opportunity to be heard at the meeting. Additionally, any director who has three (3) unexcused absences from Board meetings, who is delinquent in the payment of an assessment for more than thirty (30) days, or refuses to execute a Code of Conduct for Directors form may be removed by a majority vote of the remaining directors. In the event of death or resignation of a director or removal by the Board, a successor shall be selected by the remaining members of the Board of Directors. In the event of removal of a director by a vote of the members of the Association, a successor shall be elected by the Owners. Any successor director elected hereunder shall serve for the unexpired term.

5.4 Compensation. No director shall receive any compensation from the Association for acting as such, but shall be entitled to reimbursement from the Association as a common expense for reasonable out of-pocket disbursements made in the performance of official duties.

5.5 Director Conflicts of Interest. Nothing herein shall prohibit a director from entering into a contract and being compensated for services or supplies furnished to the Association in a capacity other than as director, provided that the director's interest is disclosed to the Board and the contract is approved by a majority of the directors who are at a meeting of the Board of Directors at which a quorum is present, excluding the director with whom the contract is made. The interested director shall not count for purposes of establishing a quorum of the Board. The interested director shall be entitled to be present at any meeting at which the proposed contract is discussed but shall not be entitled to discuss the proposed contract during the discussion.

5.6 Annual Organization Meeting. A meeting of the Board of Directors shall be held within ten (10) days following each annual meeting, at such time and place as shall be fixed by the newly elected directors at such annual meeting, and no notice shall be necessary in order legally to constitute such meeting.

5.7 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 the Board of Directors. Notice of the time and place of regular meetings shall be given to every director by mail, in person, by telephone, or by facsimile transmission at least three (3) days prior to the date of such meeting.

5.8 Special Meetings. Special meetings of the Board of Directors may be called

by the President on two (2) days notice to every director given by mail, in person, by telephone, or by facsimile transmission, and stating the time, place and purpose of the meeting. Special meetings shall be called by the President or Secretary in like manner and on like notice on the written request of directors entitled to cast at least two (2) votes at such meetings.

5.9 Waiver of Notice; Action without Meeting. Any director may, at any time, in writing or by electronic transmission signed by the director entitled to the notice and delivered to the Association for inclusion in the minutes or filing with the Association's records, waive notice of any Board meeting, and such waiver shall be deemed equivalent to the giving of such notice. Neither the business to be transacted at, nor the purpose of, any meeting of the Board of Directors need be specified in any written waiver of notice. Attendance by a director at any Board meeting shall also constitute a waiver of notice by such director of the time and place of such meeting unless the director at the beginning of the meeting (or promptly upon his or her arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote or assent to action taken at the meeting. If all directors are present at any Board meeting, no notice shall be required and any business may be transacted at such meeting. Any Board action required or permitted to be taken at any meeting may be taken without a meeting if a majority of the directors consent in writing or by electronic transmission to such action. Such consent(s) in writing or by electronic transmission must describe the action taken, be signed by no fewer than a majority of the directors, and be delivered to the Association for inclusion in the minutes for filing with the Association's records reflecting the action taken. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

5.10 Voting; Quorum of the Board; Adjournment of Meetings. At all meetings of the Board of Directors, each director shall be entitled to cast one vote. The presence in person of a majority of shall be a quorum at any Board of Directors meeting and a majority of the votes present and voting shall bind the Board of Directors and the Association as to any matter within the powers and duties of the Board of Directors. 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 or read emails from each other. Directors may not participate in meetings by proxy.

5.11 Powers and Duties. The Board of Directors shall have the powers and duties necessary for administration of the affairs of the Association and may do all such acts and things except as by law or the Declaration may not be delegated to the Board of Directors by the Owners. In exercising its powers and duties, the Board of Directors shall take as its standard the maintenance of the general character of the Condominium as a residential condominium in the quality of its maintenance, use and occupancy. Such powers and duties of the Board of Directors shall be exercised in accordance with and subject to all provisions of the Georgia Condominium Act, the Declaration and these Bylaws and shall include without limitation powers and duties to:

- (a) Operate, care for, maintain, repair and replace the Common Elements and employ personnel necessary or desirable therefor;
- (b) Determine common expenses of the Association;
- (c) Collect assessments from the Owners;
- (d) Adopt and amend rules and regulations covering the details of the operation and use of the Condominium;
- (e) Open bank accounts on behalf of the Association and designate the signatories required therefor;
- (f) Manage, control and otherwise deal with the Common Elements, including power to shut-off common services and other interruptions of the normal functioning of the buildings to facilitate performance of any maintenance or repair work or the making of additions, alterations or improvements by the Association or the Owners pursuant to provisions of the Declaration (The Board of Directors shall use reasonable efforts to minimize disruption to the use of Units by Owners and Occupants.);
- (g) Purchase, lease or otherwise acquire Units offered for sale or lease or surrendered by an Owner to the Association;
- (h) Own, sell, lease, encumber, and otherwise deal in, but not vote with respect to, Units owned by the Association;
- (i) Obtain and maintain insurance for the Condominium pursuant to the provisions of the Declaration;
- (j) Make additions and improvements to and alterations of the Common Elements;
- (k) Make repairs to and restoration of the Condominium after damage or destruction by fire or other casualty, or as a result of Condemnation;
- (l) Enforce by any legal or equitable remedies available all obligations of the Owners to the Association. Such enforcement power shall include, without limitation, the power to levy and collect fines against Owners for default in the performance of said obligations in such amounts as from time to time the Board of Directors may deem proper in the circumstances, counting each day a violation continues after notice from the Board of Directors as a separate violation;
- (m) Appoint accountants for the Association;

(n) Conduct litigation on behalf of the Association;

(o) Make contracts in connection with the exercise of any of the powers and duties of the Board of Directors;

(p) Prepare and adopt an annual budget, in which there shall be established the contribution of each Owner to the common expenses; and

(q) Take all other actions the Board of Directors deems necessary or proper for the sound management of the Condominium and fulfillment of the terms and provisions of the Georgia Condominium Act and the Condominium Instruments.

The Board of Directors shall not be obligated to take any action or perform any duty requiring an expenditure of funds unless in its opinion it shall have sufficient available funds of the Association.

5.12 Borrowing. The Board of Directors, on behalf of the Association, shall have the power to borrow money, without the approval of the members of the Association, to maintain, repair, replace or restore the Area of Common Responsibility. The Board also shall be authorized to borrow money for other purpose with approval of those members holding a Majority of the total eligible Association vote which is cast at a duly called meeting or by ballot or consent as provided herein.

5.13 Management Agent. The Association may, but shall not be required to, hire a professional management agent or agents, at a compensation established by the Board, to perform such duties and services as the Board shall authorize. The Board shall use reasonable efforts in any management contract to provide for termination of such contract with or without cause and without penalty, upon no more than 30 days written notice, and provide for a term not in excess of one year.

## Article 6 Officers

6.1 Designation. The principal officers of the Association shall be the President, Secretary and Treasurer. The Board of Directors may appoint Vice-Presidents, an Assistant Treasurer, an Assistant Secretary, and such other officers as in its judgment may be necessary. The President shall be a member of the Board of Directors. Any other officers may be, but shall not be required to be, members of the Board of Directors.

6.2 Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors. Any vacancy in an office shall be filled by the Board of Directors at a regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

6.3 Removal of Officers. The Board of Directors may remove any officer, either with or without cause, and appoint a successor.

6.4 Multiple Offices. The offices of Vice-President, Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant hereto.

6.5 President. The President shall be the chief executive of the Association, shall preside at all meetings of the Owners and of the Board of Directors, and shall have all of the general powers and duties which are incident to the office of president of a corporation, including, but not limited to, the power to appoint committees from time to time as he may, in his sole discretion, deem appropriate to assist in the conduct of the affairs of the Association.

6.6 Vice President. The Vice President shall take the place of the President and perform those duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint another member of the Board of Directors to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall, from time to time, be imposed by the Board of Directors or by the President.

6.7 Secretary. The Secretary shall keep the minutes of all meetings of the Owners and of the Board of Directors and shall have charge of such books and papers as the Board of Directors may direct. The Secretary shall, in general, perform all the duties incident to the office of secretary of a corporation and such other duties as shall, from time to time, be imposed by the Board of Directors or by the President.

6.8 Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial statements; shall be responsible for the deposit of all monies and other valuable effects in the name of the Association, in such depositories as may from time to time be designated by the Board of Directors, and shall, in general, perform all the duties incident to the office of treasurer of a corporation and such other duties as shall, from time to time, be imposed by the Board of Directors or by the President.

6.9 Compensation. Unless otherwise expressly provided by the Board of Directors, no officer shall receive compensation from the Association for acting as such, but shall be entitled to reimbursement from the Association as a common expense for reasonable out-of-pocket disbursements made in the performance of official duties.

## Article 7 Miscellaneous

7.1 Liability and Indemnification of Officers and Directors. To the extent allowed



by the Georgia Nonprofit Corporation Code, the Association shall indemnify every officer and director against any and all expenses, including counsel 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 such officer or director is 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 Association duties, except for their 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, and the Association shall, to the extent allowed by the Nonprofit Code, 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 insurance and, if reasonably obtainable, officers' and directors' liability insurance to fund this obligation.

7.2 Books and Records. To the extent provided in O.C.G.A. Section 14-3-1602, all Association members and any institutional holder of a first Mortgage shall be entitled to inspect Association records at a reasonable time and location specified by the Association, upon written request received at least five business days before the date on which the member wishes to inspect and copy. The Association may impose a reasonable charge, covering the cost of labor and material, for copies of any documents provided to the member. Notwithstanding anything to the contrary, the Board may limit or preclude member inspection of confidential or privileged documents, including attorney/client privileged communication, executive session meeting minutes, and financial records or accounts of other members. Minutes for any Board or Association meetings do not become effective and an official Association record until approved by the Board or Association membership, as applicable, at a subsequent meeting.

7.3 Conflicts. In the event of any conflict between the Declaration and these Bylaws, the Declaration shall control.

7.4 Fiscal Year. The fiscal year of the Association shall be the calendar year, unless otherwise designated by the Board of Directors.

7.5 Electronic Records, Signatures and Documents. To the extent permitted by Georgia law, the Declaration and these Bylaws, the Association and its members, officers, directors, Owners and Occupants may perform any obligation or exercise any right by use of any technological means providing sufficient security, reliability, identification and verifiability, which technological means have been approved by the

Board of Directors in its sole discretion.

7.6 Committees. Advisory committees to perform such tasks and to serve for such periods as may be designated by the Board or as provided in the Declaration are hereby authorized. Each committee shall be composed and shall operate in accordance with the terms of the Declaration or resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors. An advisory committee shall not be authorized to exercise any authority of the Board under the Articles of Incorporation of the Association, the Declaration, these Bylaws or the Nonprofit Code.

7.7 Amendment. These Bylaws may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the members holding at least 66-2/3% of the total eligible vote of the Association. 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 Association's President and Secretary and recorded in the Fulton County, Georgia land records. Any amendment duly certified and recorded shall be conclusively presumed to have been duly adopted in accordance with the 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. If legal action is not instituted to challenge the validity of an amendment within one year of the recording of the amendment in the Fulton County, Georgia land records, then such amendment shall be presumed to be validly adopted.

**EXHIBIT "E"**  
**PARKING SPACE ASSIGNMENTS**

<b>Unit</b>	<b>Parking Assignment</b>
701	NRC-6001
702	NRC-6003
703	NRC-6005
704	NRC-6002
705	NRC-6004
706	NRC-6145
706	NRC-6146
707	NRC-6006
708	SRC-3167
709	NRC-6143
710	NRC-6147
710	NRC-6149
711	NRC-6131
711	NRC-6132
712	NRC-5084
713	NRC-6144
714	NRC-6151
715	NRC-6153
716	SRC-6010
717	NRC-6154
718	NRC-6152
719	NRC-3168
801	NRC-6148
802	NRC-6141
803	NRC-6140
804	NRC-6137
805	NRC-6076
806	NRC-6133
806	NRC-6134
807	NRC-6075 HC
808	NRC-6074 HC
809	NRC-6073
810	NRC-6135
810	NRC-6136
811	NRC-6138
811	NRC-6139
812	NRC-4178
813	NRC-6072
814	NRC-6071
815	NRC-6070
816	NRC-4186

<b>Unit</b>	<b>Parking Assignment</b>
817	NRC-6077
818	NRC-6078
819	NRC-6080
901	NRC-6082
902	NRC-6084
903	NRC-6086
904	NRC-6088
905	NRC-6090
906	NRC-6092
906	NRC-6094
907	NRC-6150
908	NRC-6126
908	NRC-6127
909	NRC-6081
910	NRC-6124
910	NRC-6125
911	NRC-6122
911	NRC-6123
912	NRC-4179
913	NRC-6083
914	NRC-6085
915	NRC-6087
916	NRC-4187
917	NRC-6089
918	NRC-6091
919	NRC-6093
1001	NRC-6121
1002	NRC-6128
1003	NRC-6129
1004	NRC-6130
1005	NRC-5005
1006	NRC-5130
1006	NRC-5131
1007	NRC-5003
1008	NRC-5132
1008	NRC-5133
1009	NRC-5001
1010	NRC-5134
1010	NRC-5135
1011	NRC-5139
1011	NRC-5140
1012	NRC-4180
1013	NRC-5176
1014	NRC-5174

<b>Unit</b>	<b>Parking Assignment</b>
1015	NRC-5172
1016	NRC-4188
1017	NRC-5170
1018	NRC-5168
1019	NRC-5166
1101	NRC-4185
1102	NRC-5159
1103	NRC-5157
1104	NRC-5155
1105	NRC-5153
1106	NRC-5141
1106	NRC-5142
1107	NRC-5151
1108	NRC-5143
1108	NRC-5144
1109	NRC-5152
1110	NRC-5145
1110	NRC-5146
1111	NRC-5147
1111	NRC-5148
1112	NRC-4181
1113	NRC-5154
1114	NRC-5156
1115	NRC-5158
1116	NRC-4189
1117	NRC-5169
1118	NRC-5171
1119	NRC-5173
1201	NRC-5175
1202	NRC-5177
1203	NRC-5002
1204	NRC-5004
1205	NRC-5006
1206	NRC-5165
1206	NRC-5167
1207	NRC-5136
1208	NRC-5164
1208	NRC-5163
1209	NRC-5137
1210	NRC-5149
1210	NRC-5150
1211	NRC-5161
1211	NRC-5162
1212	NRC-4182

<b>Unit</b>	<b>Parking Assignment</b>
1213	NRC-5138
1214	NRC-5075
1215	NRC-5078
1216	NRC-4190
1217	NRC-5080
1218	NRC-5082
1219	NRC-3194
1301	NRC-5086
1302	NRC-5088
1303	NRC-5087
1304	NRC-5085
1305	NRC-5083
1306	NRC-5081
1306	NRC-5079
1307	NRC-5077
1308	NRC-5076
1308	NRC-5074
1309	NRC-5073
1310	NRC-5066
1310	NRC-5067
1311	NRC-5068
1311	NRC-5069
1312	NRC-4183
1313	NRC-5070 (HC)
1314	NRC-5071 (HC)
1315	NRC-5072
1316	NRC-4191
1317	NRC-4005
1318	NRC-4003
1319	NRC-4001
1401	NRC-4006
1402	NRC-4004
1403	NRC-4002
1404	NRC-4221
1405	NRC-4220
1406	NRC-4123
1406	NRC-4125
1407	NRC-4219
1408	NRC-4209
1408	NRC-4211
1409	NRC-3175
1410	NRC-4207
1410	NRC-4208
1411	NRC-4203

<b>Unit</b>	<b>Parking Assignment</b>
1411	NRC-4205
1412	NRC-4184
1413	NRC-4214
1414	NRC-4096
1415	NRC-4124
1416	NRC-4192
1417	NRC-4194
1419	NRC-4176/4193
1501	NRC-4175
1502	NRC-4174
1503	NRC-4173
1504	NRC-4172
1505	NRC-4171
1506	NRC-4201
1506	NRC-4202
1507	NRC-4170
1508	NRC-4199
1508	NRC-4200
1509	NRC-4169
1510	NRC-4195
1510	NRC-4196
1511	NRC-4204
1511	NRC-4206
1512	NRC-4168
1513	NRC-4167
1514	NRC-4113
1515	NRC-4111
1516	NRC-4109
1517	NRC-4107
1518	NRC-4105
1519	NRC-4103
1601	NRC-4099
1602	NRC-4097
1603	NRC-4095
1604	NRC-4093
1605	NRC-4091
1606	NRC-4210
1606	NRC-4212
1607	NRC-4094
1608	NRC-4078
1608	NRC-4079
1609	NRC-4216
1610	NRC-4080
1610	NRC-4081

<b>Unit</b>	<b>Parking Assignment</b>
1611	NRC-4088
1611	NRC-4089
1612	NRC-4098
1613	NRC-4102
1614	NRC-4104
1615	NRC-4106
1616	NRC-4108
1617	NRC-4110
1618	NRC-4112
1619	NRC-4114
1701	NRC-4084
1702	NRC-3200
1703	NRC-3198
1704	NRC-3196
1705	NRC-4082 (HC)
1706	NRC-4090
1706	NRC-4092
1707	NRC-4083 (HC)
1708	NRC-4085
1708	NRC-4086
1709	NRC-4177
1710	NRC-3190
1710	NRC-3192
1711	NRC-3188
1711	NRC-3189
1712	NRC-4115
1713	NRC-4087
1714	NRC-3162
1714	NRC-3163
1801	NRC-3141
1802	NRC-3144
1803	NRC-6079
1804	NRC-3164
1805	SRC-4147
1806	NRC-3155
1806	NRC-3156
1807	NRC-3166
1808	NRC-3186
1808	NRC-3187
1809	NRC-4215
1810	NRC-3184/3185
1811	NRC-3182
1811	NRC-3183
1812	NRC-4218



<b>Unit</b>	<b>Parking Assignment</b>
1813	NRC-3169
1814	NRC-3160
1814	NRC-3161
1815	NRC-3146
1901	NRC-3149
1902	NRC-3170
1903	NRC-3171
1904	NRC-3172
1905	NRC-3173
1906	NRC-3191
1906	NRC-3193
1907	NRC-3174
1908	NRC-3137
1908	NRC-3138
1909	NRC-3157 (HC)
1910	NRC-3140
1910	NRC-3139
1911	NRC-3142
1911	NRC-3143
1912	NRC-4217
1913	NRC-3176
1914	NRC-3150
1914	NRC-3151
1915	NRC-3177
2001	NRC-3202
2002	NRC-3201
2003	NRC-3199
2004	NRC-3197
2005	NRC-3195
2006	NRC-3147
2006	NRC-3148
2007	NRC-3181
2008	NRC-4100
2008	NRC-4101
2009	NRC-3180
2010	NRC-4197
2010	NRC-4198
2011	NRC-3158
2011	NRC-3159
2012	NRC-3179
2013	NRC-3154
2014	NRC-3152
2014	NRC-3153
2015	NRC-3178

<b>Unit</b>	<b>Parking Assignment</b>
721	SRC-6007
722	SRC-6009
723	SRC-6011
724	SRC-6013
725	SRC-6015
726	SRC-6062/6063 (Tandem)
727	SRC-6017
728	SRC-6019
729	SRC-6021
730	SRC-6060/6061 (Tandem)
731	SRC-4072/4073 (Tandem)
732	SRC-4040
733	SRC-5120
734	SRC-6023
735	SRC-6025
736	SRC-6027
737	SRC-6029
738	SRC-6031
739	SRC-6033
821	SRC-6035
822	SRC-6034
823	SRC-6032
824	SRC-6030
825	SRC-6028
826	SRC-6068/6069 (Tandem)
827	SRC-6026
828	SRC-6024
829	SRC-4046
830	SRC-6066/6067 (Tandem)
831	SRC-6064/6065 (Tandem)
832	SRC-4041
833	SRC-6020
834	SRC-6018
835	SRC-6016
836	SRC-6014
837	SRC-6012
838	SRC-6010
839	SRC-6008

<b>Unit</b>	<b>Parking Assignment</b>
921	SRC-6036
922	SRC-6096
923	SRC-6038
924	SRC-6039
925	SRC-6040
926	SRC-4066/4067 (Tandem)
927	SRC-6041
928	SRC-5061/5062 (Tandem)
929	SRC-6042
930	SRC-5059/5060 (Tandem)
931	SRC-505715058 (Tandem)
932	SRC-4042
933	SRC-6043
934	SRC-6044
935	SRC-6045
936	SRC-6046
937	SRC-6120
938	SRC-6119
939	SRC-6118
1021	SRC-6095
1022	SRC-6101/6097
1023	SRC-6099
1025	SRC-6103
1026	SRC4068/4069 (Tandem)
1027	SRC-6105
1028	SRC-4070/4071 (Tandem)
1029	SRC-6037, SRC- 4074/4075 (Tandem)
1030	SRC-6058/6059 (Tandem)
1032	SRC-4043
1033	SRC-6051
1034	SRC-6100
1036	SRC-6102
1036	SRC-6104
1037	SRC-6106
1038	SRC-6050
1039	SRC-6049
1121	SRC-6116

<b>Unit</b>	<b>Parking Assignment</b>
1122	SRC-6115
1123	SRC-6114
1124	SRC-6113
1125	SRC-4163
1126	SRC-6056/6057
1127	SRC-6053 (HC)
1128	SRC-6054/6055
1129	SRC-6052
1130	SRC-6047/6048
1131	SRC-4076/4077 (Tandem)
1132	SRC-4044
1133	SRC-6098
1134	SRC-6111
1135	SRC-6110
1136	SRC-6109
1137	SRC-6108
1138	SRC-6107
1139	SRC-5124
1221	SRC-5030
1222	SRC-5031
1223	SRC-5033
1224	SRC-5035
1225	SRC-5037
1226	SRC-5024/5026
1227	SRC-5039
1228	SRC-5017/5019
1229	SRC-5038
1230	SRC-5042/5043
1231	SRC-5044/5045
1232	SRC-4045
1233	SRC-5036
1234	SRC-5034
1235	SRC-5032
1236	SRC-5065
1237	SRC-5064
1238	SRC-5063
1239	SRC-6117
1321	SRC-5007
1322	SRC-5009

<b>Unit</b>	<b>Parking Assignment</b>
1323	SRC-5011
1324	SRC-5013
1325	SRC-5015
1326	SRC-5040/5041
1327	SRC-5008
1328	SRC-5021/5023
1329	SRC-5010
1330	SRC-5025/5027
1331	SRC-5028/5029
1332	SRC-6022
1333	SRC-5012
1334	SRC-5014
1335	SRC-5016
1336	SRC-5018
1337	SRC-5020
1338	SRC-5022
1339	SRC-5046
1421	SRC-5100
1422	SRC-5102
1423	SRC-5104
1424	SRC-5106
1425	SRC-5108
1426	SRC-5099/5101
1427	SRC-5110
1428	SRC-5103/5105
1429	SRC-5097
1430	SRC-5111/5113
1431	SRC-5112/5114
1432	SRC-4047
1433	SRC-5051
1434	SRC-5107
1435	SRC-5109
1436	SRC-5050
1437	SRC-5049
1438	SRC-5048
1439	SRC-5047
1521	SRC-5123
1522	SRC-5122
1523	SRC-5121
1524	SRC-6079

<b>Unit</b>	<b>Parking Assignment</b>
1525	SRC-5119
1526	SRC-4056/4057
1527	SRC-5118
1528	SRC-5055/5056
1529	SRC-5117
1530	SRC-5089/5091
1531	SRC-5093/5095
1532	SRC-4048
1533	SRC-5116
1534	SRC-5115
1535	SRC-5090
1536	SRC-5092
1537	SRC-5094
1538	SRC-5096
1539	SRC-5098
1621	SRC-5052 (HC)
1622	SRC-4132 (HC)
1623	SRC-4136 (HC)
1624	SRC-4061 (HC)
1625	SRC-4162
1626	SRC-4159/4158
1627	SRC-4151
1628	SRC-4156/4157
1629	SRC-4148
1630	SRC-4161/4160
1631	SRC-4153/4152
1632	SRC-4049
1633	SRC-4164
1634	SRC-5129
1635	SRC-5128
1636	SRC-5127
1637	SRC-6112
1638	SRC-4138
1639	SRC-4118
1721	SRC-4129
1722	SRC-4131
1723	SRC-4133
1724	SRC-4134
1725	SRC-4135
1726	SRC-4149/4150

<b>Unit</b>	<b>Parking Assignment</b>
1727	SRC-4137
1728	SRC-4154/4155
1729	SRC-4139
1730	SRC-5053/5054
1731	SRC-4024/4026
1732	SRC-4050
1733	SRC-4141
1734	SRC-4059/4060
1821	SRC-4122
1822	SRC-4165
1823	SRC-4126
1824	SRC-4166
1825	SRC-4117
1826	SRC-4034/4035
1827	SRC-4146
1828	SRC-4033/4032
1829	SRC-4121
1830	SRC-4029/4031
1831	SRC-4025/4027
1832	SRC-4051
1833	SRC-5126
1834	SRC-4140/4142
1835	SRC-4127
1921	SRC-4012
1922	SRC-4014
1923	SRC-4016
1924	SRC-4018
1925	SRC-4020
1926	SRC-4021/4023
1927	SRC-4022
1928	SRC-4017/4019
1929	SRC-4058
1930	SRC-4013/4015
1931	SRC-4128/4130
1932	SRC-4052
1933	SRC-4116
1934	SRC-4144/4119
1935	SRC-4120
2021	SRC4007
2022	SRC-4009

Unit	Parking Assignment
2023	SRC-4011
2024	SRC-4036
2025	SRC-4037
2026	SRC-4143/4145
2027	SRC-4038
2028	SRC-4062/4063 and SRC-4054/4055
2029	SRC-4039
2031	SRC-4064/4065
2032	SRC-4053
2033	SRC-4008
2034	SRC4028/4030
2035	SRC-4010
CU-1	SRC-1004/ 1005/1006/1007



EXHIBIT "F"  
Storage Space Assignments

<u>Unit Number</u>	<u>Storage Space(s) Assigned</u>
702	NRCS 57
710	NRCS 36
711*	NRCS 28
712	NRCS 60
716	NRCS 49
722	NRCS 3
724*	SRCS 5
729	NRCS44
734*	SRCS 24
737	SRCS 38
801	NRCS 62 and NRCS 27
808	SRCS 3
818	NRCS 46
819	NRCS 38
823	SRCS 54
829*	SRCS 43
834*	SRCS 53
838	SRCS 34
910*	NRCS 47
916	NRCS 64
928	SRCS 19 and SRCS 39
934*	SRCS 55
939	SRCS 9
1005	NRCS 66
1014	NRCS 43
1024	SRCS 58
1034*	SRCS 57
1035*	SRCS 11
1108	NRCS 51
1114	NRCS 61
1115	NRCS 67
1116	NRCS 58
1118	NRCS 48
1119*	NRCS 68
1122	SRCS 49
1128	SRCS 59
1130*	SRCS 50
1210*	NRCS 59

\* To date, no original executed owner consent has been received or recorded to reflect this assignment/reassignment of storage space(s).

1211*	NRCS 70
1214	NRCS 31
1217	NRCS 69
1227	NRCS 6
1228	SRCS 62
1236*	SRCS 61
1301*	NRCS 39
1306	NRCS 41
1310*	NRCS 71
1315	NRCS 50
1317	NRCS 72
1323	SRCS 63
1325	SRCS 44
1328	SRCS 64
1331	SRCS 14
1334*	SRCS 26
1336	SRCS 25
1339	SRCS 48
1408*	NRCS 35
1414	NRCS 73
1416	NRCS 34
1419	NRCS 74
1430*	SRCS 66
1436*	SRCS 29/SRCS 65
1437	SRCS 41
1504	NRCS 53
1505*	NRCS 56
1506	NRCS 21
1508	NRCS 75
1511	NRCS 7 and SRCS 17
1513	NRCS 40 and NRCS 10
1514	NRCS 33
1516	NRCS 22
1517	NRCS 65
1518	NRCS 76
1524	SRCS 2
1527	SRCS 35
1531*	SRCS 68
1532*	SRCS 67
1536	SRCS 28
1607*	NRCS 42
1609	SRCS 8
1612*	NRCS 77
1615	NRCS-78
1616	SRCS 56

\* To date, no original executed owner consent has been received or recorded to reflect this assignment/reassignment of storage space(s).

1621	SRCS 40
1622	SRCS-23
1624*	SRCS 22
1626*	SRCS 69
1629*	SRCS 20
1631*	SRCS 4 and SRCS 70
1634	SRCS 46
1637	SRCS 42
1702	NRCS 14 and NRCS 79
1703	NRCS 80
1705	NRCS 32
1708*	NRCS 25
1709	NRCS 20
1714	SRCS 10
1722	SRCS 72
1728	NRCS-55
1732	SRCS 37
1734	SRCS 71
1801	NRCS 23
1802	NRCS 81
1804*	NRCS 8 and SRCS 7
1805	SRCS 1
1808	NRCS 54
1814	NRCS 9
1822	NRCS 1
1824	SRCS 18
1827	SRCS 30
1832	SRCS 27
1834	NRCS 52 and SRCS 73
1903	NRCS 45
1906	NRCS 15
1908	NRCS 13
1913	NRCS 5 and NRCS 11
1914	NRCS 30
1915*	NRCS 17
1923	SRCS 13
1924*	SRCS- 16
1928	SRCS 74
1932	SRCS 36
1933	SRCS 15
1935	NRCS 18
2001	NRCS 12
2007	NRCS 4
2008	NRCS 29
2010	NRCS 24

\* To date, no original executed owner consent has been received or recorded to reflect this assignment/reassignment of storage space(s).

2011	NRCS 16
2026	SRCS 21
2028*	SRCS 6
2032	SRCS 32 and SRCS 33
2033	NRCS 2
2034	SRCS 60 and SRCS 52
2035*	SRCS 45

\* To date, no original executed owner consent has been received or recorded to reflect this assignment/reassignment of storage space(s).

## EXHIBIT "G"

### Original Declaration Disclosures

(h) Disclosures. Each Owner and Occupant acknowledge the following:

(i) The Condominium is located adjacent to thoroughfares that may be affected by traffic and noise from time to time and may be improved or widened in the future.

(ii) The views from a Unit may change over time due to among other things, additional development and the removal or addition of landscaping.

(iii) No representations are made regarding the zoning of adjacent property, or that the category to which adjacent property is zoned may not change in the future.

(iv) No representations are made regarding the schools that currently or may in the future serve the Condominium.

(v) Since in every neighborhood, there are conditions which different people may find objectionable, it is acknowledged that there may be conditions outside of the Condominium property which Owner may find objectionable and that it shall be the sole responsibility of the Owner to become acquainted with neighborhood conditions which could affect the Unit.

(vi) No representations are made that the Unit is or will be soundproof or that sound may not be transmitted from one (1) Unit to another.

(vii) The Condominium floor plans and the dimensions and square footage calculations shown thereon are only approximations. Any Owner who is concerned about any representations regarding the floor plans should do his/her own investigation as to the dimensions, measurements and square footage of his/her Unit. Owners are responsible for verifying the existence and/or location of the walls, fixtures, and appliances as may be specified on the Floor Plans.

(viii) The Declarant will be engaging in construction activities related to the construction of the Condominium building, the Common Elements, and the Master Condominium (as defined in the Declaration). Such construction activities may, from time to time, produce certain conditions on the Condominium, including, without limitation: (A) noise or sound that is objectionable because of its volume, duration, frequency or shrillness; (B) smoke; (C) noxious, toxic, or corrosive fumes or gases; (D) obnoxious odors; (E) dust, dirt or flying ash; (F) unusual fire or explosion hazards; (G) temporary interruption of utilities; and/or (H) other conditions that may threaten the security or safety of Persons on the Condominium. Notwithstanding the foregoing, all Owners and Occupants agree that such conditions on the Condominium resulting from construction activities shall not be deemed a nuisance and shall not cause Declarant and its agents to be deemed in violation of any provision of this Declaration.

(ix) The building permit from the City of Atlanta for the construction of the Master Condominium building was issued pursuant to zoning that is no longer in effect. The zoning,

SPI-3, required that a Special Administrative Permit be issued by the Bureau of Planning (the "Bureau") for the Master Condominium building and allowed for certain variations from the strict requirements of the zoning to be granted by the Bureau. Certain variations were granted, including, without limitation, a reduction in required public space requirements, a reduction in required useable open space, an increase in building coverage above a height of thirty-five feet (35'), the location of certain electrical components, and a reduction in the number of loading bays required. In addition, due to the desire by the City of Atlanta to widen Eighth Street in order for it, at the City of Atlanta's option, to accommodate two-way traffic, the public and open space requirements were further varied to account for the loss of sidewalk area along Eighth Street that assisted in meeting those requirements. Since the building permit for the construction of the Master Condominium building was issued, the zoning for the Master Condominium Property upon which the Master Condominium building is situated has been changed by City of Atlanta ordinance Chapter 16-18P to SPI-16 Midtown zoning, which has certain requirements that are not met by the Master Condominium. Those features of the Master Condominium, including, without limitation, sidewalk widths, location of certain mechanical and electrical components, visibility of parking deck lighting from outside the Master Condominium building, availability of charging stations for electric vehicles, useable open space requirements, building coverage above a height of thirty-five feet (35'), and the number of loading bays provided result in a non-conforming use of the Master Condominium Property but do not prevent the legal use of the Master Condominium building under the zoning ordinances existing at the time the building permit was issued. However, should a complete or near complete casualty (defined as the removal or destruction of sixty percent (60%) or more of the Master Condominium building) occur in the future resulting in the requirement that the Master Condominium building be reconstructed, certain alterations to the design of the Master Condominium building may be required in order to procure a building permit to allow for its restoration. The SPI-16 Midtown zoning does allow for residential floor areas, commercial floor areas, and building height for the Master Condominium Property upon which the Master Condominium building is located that is in excess of that which will exist in the Master Condominium building upon its completion.

(x) The majority of the exterior skin of the Condominium is a window wall system, which has the following thermal characteristics: shading coefficient of .26 and a U-value of .29. While the window wall system was designed to include a low-emmissivity and tinted coating to meet the State of Georgia requirements (CABO model energy code 1995 edition with 2000 amendments), the use of the window wall system may result in higher than average energy costs to operate the air conditioning system of the Units.

(xi) An affiliate of the Declarant is also an affiliate of Biltmore Communications, Inc., which is the telecommunications service provider under five (5) year exclusive marketing contracts with the Association to provide satellite television and high-speed internet services to the Master Condominium building (the "Telecommunications Agreements"). The Declarant has received and will continue to receive certain consideration for having entered into the Telecommunications Agreements with Biltmore Communications, Inc.

(xii) Declarant has reserved for itself an exclusive, perpetual and irrevocable easement, license, and right to use the areas defined herein as the "Declarant's Telecommunications Easement Area" (as more specifically shown on the Floor Plans and the Master Floor Plans) for licensing to others rights to install and operate telecommunications equipment (subject to the rights of the Association and the Owners of the other Components of the Master Condominium to use portions of the roof areas to provide telecommunications services to their respective Occupants of the Master Condominium building), and Declarant shall retain all income generated from such licensing activities.

(xiii) The Master Condominium building was constructed pursuant to plans and specifications prepared by licensed professionals and permits issued by the City of Atlanta and Fulton County. During the course of the construction of any building, including the Master Condominium building, variations from the original plans and specifications, some of which add scope, some of which reduce scope, and some of which alter scope, are inevitable and can, do, and did occur as a matter of intention and/or as a matter of necessity. While the Master Condominium building was constructed according to standard building practices and building codes existing at the time of the submission of the plans and specifications for the Master Condominium building for permit, some code requirements may have changed during the interim period which were not incorporated into the design of the Master Condominium building. The portion of the Shared Amenities located on the seventh floor of the Master Condominium building, which includes, but is not limited to, the pool area, courtyard, club room and fitness center, and the portion of the Shared Amenities located on the eighth floor of the Master Condominium building, which includes the pavilion area, will not be complete as of the Effective Date hereof, and Declarant shall complete those areas in a commercially reasonable manner.

(xiv) Exposed concrete surfaces in portions of the Master Condominium building which are not heated and cooled are subject to cracking due to conditions including, but not limited to: (A) water penetration; (B) expansion and contraction of the concrete with temperature changes; and (C) settlement of the Master Condominium building.

(xv) Condensation may appear on the interior portion of windows and glass surfaces, and fogging of windows and glass surfaces may occur due to temperature disparities between the interior and exterior portions of the windows and glass.

(xvi) The Master Condominium is subject to the terms and conditions of the Reciprocal Easement Agreements, as defined herein, which provide for the use, operation and maintenance of that certain Driveway Easement Area (as shown on the Survey and the Master Condominium Plat). As depicted on the Survey and the Master Plat, the Driveway Easement Area is located partially on the Master Condominium Property and partially on the properties located adjacent to the Master Condominium. The Reciprocal Easement Agreements grant and convey perpetual, reciprocal, non-exclusive and irrevocable rights, privileges and easements for vehicular and pedestrian access, ingress and egress of the Driveway Easement Area. Pursuant to that certain Reciprocal Easement Agreement by and between 34 Peachtree Associates, L.P., a Georgia limited partnership and First Security Bank, National Association, not individually but solely Owner Trustee under the FTU Realty Trust 1998-1, dated August 30, 1999, filed for record on August 31, 1999, and recorded in Deed Book 27505, Page 78, aforesaid records, as amended or as may be amended, the Master Association shall be responsible for a pro-rata contribution towards the costs and expenses related to the maintenance, preservation, repair and replacement of the improvements on the Driveway Easement Area, which pro-rata contribution shall constitute a portion of the Common Expenses.

(xvii) The property on which the Master Condominium building is located is benefited by a view easement described in that certain Limited Warranty Deed dated August 30, 1999 by and between 34 Peachtree Associates, L.P., a Georgia limited partnership, and First Security Bank, National Association, not individually but solely as Owner Trustee under the FTU Realty Trust 1998-1, filed for record on August 31, 1999, and recorded in Deed Book 27505 Page 69, Fulton County, Georgia records (the "Deed") and incorporated herein by this reference. The view easement limits the height of any building that may be constructed on the property located to the rear and east of the Master Condominium building (which burdened property is described in Exhibit "A" of said Deed). Notwithstanding any other provision to the contrary contained in this Declaration, the view easement shall not be amended, modified or removed from the burdened

property without the unanimous written consent of the Unit Owners whose Units contain windows or balconies from which any portion of the burdened property can be observed.

(xviii) "Metropolis" is a commonly used word that means in the Greek language loosely translated, "the most important city." Due to its heavy use by many different third parties in connection with many different types of real estate properties, there is a risk that one or more third parties may assert that the term "Metropolis" has trademark significance and may assert claims for trademark infringement against the Declarant claiming a likelihood of confusion, and may attempt to force Declarant to change the name or recover for damages for trademark infringement. Declarant believes that it has reasonable defenses to such claims on the grounds, inter alia, that the term is merely descriptive, primarily geographically descriptive, and/or dilute, to the extent that no third party can claim exclusive rights in use of the term in connection with real estate development projects, including but not limited to the Master Condominium or the Condominium, or that the overall circumstances of use of the term by Declarant is in different channels of commerce, such that there is no likelihood of confusion with any third party's use of the term. Declarant is aware that the term "Metropolis" has been used as a name in more than one mixed use real estate development, including one certain development in the state of California in the United States of America where the owner of the development applied to register a trademark to the term for use in connection with a mixed use project that includes commercial and hotel components, but no multifamily residential component, which Declarant believes to be in a different channel of commerce than commercial and hotel projects. It is believed that due to the common usage of the word "Metropolis" in naming developments, along with the fact that the name is not in common usage in Atlanta, Georgia, or more generally in connection with a mixed use retail and multifamily community, the term "Metropolis" cannot be lawfully appropriated as a trademark by any third party and is not protectable as a trademark under federal or state law; provided, however, that: (A) Declarant shall have no liability should the Master Condominium or the Condominium be forced to change its name; (B) Declarant shall have no duty to contest any claim asserting that the name should be changed; and (C) each Unit Owner shall, by taking title to a Unit, acknowledge that the name "Metropolis" was in no way an inducement to purchase, to not sell after purchase, or to expend funds in detrimental reliance on the name remaining "Metropolis." During the Declarant Control Period (as defined in the Master Declaration), Declarant shall have the right in its sole discretion to change the name of the Master Condominium or the Condominium without notice to any person.

(xix) The Condominium is subject to that certain Indemnity Agreement from 917 Peachtree, L.L.C. to the City of Atlanta, dated October 2, 1996, filed for record October 4, 1996 in Deed Book 21606, Page 215, Fulton County, Georgia records, as re-recorded October 11, 1996 in Deed Book 21643, Page 305, aforesaid records.

(xx) The Condominium is subject to that certain Indemnity Agreement from 933 Peachtree, L.P., a Georgia limited partnership to the City of Atlanta, dated May, 2001, filed for record May 16, 2001 in Deed Book 30380, Page 367, Fulton County, Georgia records.

(xxi) The Condominium is subject to that certain Amended and Restated Easement Agreement by and between 933 Peachtree, L.P., a Georgia limited partnership, Wells Fargo Bank Northwest, N.A., the successor in interest to First Security Bank, National Association, not individually but solely as Owner and Trustee under the FTU Realty Trust 1998-1 and First Union National Bank, a national banking association, dated September 24, 2001, filed for record October 1, 2001 in Deed Book 31059, Page 21, Fulton County, Georgia records; as consented to by that certain Subordination Agreement from The Bank of New York, a New York banking corporation to



933 Peachtree, LLC, a Georgia limited partnership [sic], dated as of October 10, 2001, filed for record October 22, 2001 in Deed Book 31186, Page 538, aforesaid records.

(xxii) Each Owner and Occupant acknowledge and agree that the retail and commercial spaces located in the Master Condominium building (of which this Condominium is a part), shall be permitted, pursuant to the Master Declaration, to erect signage, advertising posters, political placards, billboards, speakers, lighting, awnings, canopies or shutters on the exterior facades of the Master Condominium building that are associated with the uses of such retail and commercial spaces. Each Owner and Occupant further acknowledge and agree that during the time in which Declarant of the Master Condominium owns any retail portion of the Master Condominium, the Declarant of the Master Condominium shall have the right to approve, in its sole discretion, all signage, advertising posters, political placards, billboards, speakers, lighting, awnings, canopies or shutters.

(xxiii) Each Owner and Occupant acknowledges and agrees that restaurant noise and odor may emanate from the retail and commercial spaces located in the Master Condominium building.