

**RESOLUTION ADOPTED BY WRITTEN CONSENT OF
THE BOARD OF DIRECTORS
OF
HIGHGATE AT SANDY SPRINGS CONDOMINIUM ASSOCIATION, INC.**

Pursuant to the authority contained in Section 14-3-821 of the Official Code of Georgia Annotated and Article III, Section (B)(6) of the Bylaws of Highgate at Sandy Springs Condominium Association, Inc. ("Bylaws"), the undersigned, being a majority of the members of the Board of Directors of Highgate at Sandy Springs Condominium Association, Inc., a Georgia non-profit corporation, do hereby take and adopt the following action in writing:

WITNESSETH:

WHEREAS, Section 44-3-76 of the Georgia Condominium Act ("Act") requires all unit owners and occupants to comply with the governing documents for the condominium and further provides, in the event of noncompliance, an association may suspend certain common element use, subject to procedures and limitations therein and to the extent authorized under the Association's Declaration and Bylaws; and

WHEREAS, Article III, Section (C)(l) of the Bylaws grants the Board of Directors the authority to exercise all such powers necessary for the administration of the Condominium and to do all such acts and things as are not by the Act, the Declaration, the Articles of Incorporation or by the Bylaws to be done and exercised exclusively by the Members; and

WHEREAS, Article V, Section 1 of the Bylaws, and Section 9(b) of the Declaration, grants the Board the authority to make, modify, repeal and enforce reasonable rules and regulations governing the use of the common elements; and

WHEREAS, due to limited parking in the Highgate at Sandy Springs community, the Board of Directors has determined that the adoption of Parking Rules and Regulations (including the creation of a parking registration system) is in the best interest of the community and is necessary to protect the rights, health, safety and welfare of the owners and residents of the community; and

WHEREAS, strict compliance with the parking regulations of the community is essential for the operation of the community; and

WHEREAS, the Board of Directors is also authorized 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 the parking rules and regulations) pursuant to Article V, Section 3 of the Bylaws; and

WHEREAS, Section 14(i) of the Declaration also grants the Board of Directors or agent of the Association the authority to immediately tow vehicles, without notice, if such vehicles are (1) parked in a fire lane, (2) blocking other vehicles or access to another's unit, (3) obstructing the flow of traffic, (4) parked on any grassy area or (5) creating a hazardous condition; and

WHEREAS, the Board of Directors is authorized to suspend privileges of a unit owner to use the Common Elements when the Owner violates any provision of the Declaration of Condominium for Highgate at Sandy Springs Condominium and the Association's Bylaws, pursuant to Paragraph 10 of the Declaration and Article V, Section 1 of the Bylaws; and

WHEREAS, Paragraph IO of the Declaration establishes the obligation of all unit owners at Highgate at Sandy Springs Condominium Association to pay monthly assessments or charges, special assessments and specific assessments to Highgate at Sandy Springs Condominium Association, Inc. for the purposes set forth in the Declaration and Bylaws, which include maintenance, upkeep, and operation of all common elements at the Condominium; and

WHEREAS, Article Ill, Section C of the Bylaws grants the Board the authority to determine the means and methods of collecting assessments; and

WHEREAS, prompt and timely payment and collection of assessments due from each unit owner is essential for the proper operation of Highgate Condominium; and

WHEREAS, repeated and excessive delinquencies in payment of assessments cause the Association to incur significant trouble and expense in pursuing collection of the delinquent assessments and creates and inequity by forcing other owners to subsidize the delinquent owners' portion of the expenses relating to maintaining, repairing and operating the common elements of the Condominium;

NOW, THEREFORE, the Board of Directors of Highgate at Sandy Springs Condominium Association, Inc. hereby adopts the Rules and Regulations, governing the use of the common elements, set forth on Exhibit "A," which is attached hereto and, by this reference, incorporated herein. Said Rules and Regulations shall be effective upon the mailing of a copy of same to each owner of a Unit at the Highgate at Sandy Springs Condominium.

ADOPTED by the Board of Directors of Highgate at Sandy Springs Condominium Association, Inc., this _____ day of 2019.

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

EXHIBIT "A"

PARKING RULES AND REGULATIONS

1. The Association shall establish a Parking Tag Program ("Program") for the Community. Each vehicle parked on the Condominium Property must have a displayed Parking Tag at all times. If a resident or Occupant of a Unit fails to obtain or display his or her Parking Tags and/or register his or her vehicle(s), the Unit Owner will be subject to fine, and the vehicle(s) will be subject to towing and/or booting as set forth below.
2. As part of the Program, each Unit will be issued a number of tags equal to the number of parking spaces that have been legally assigned (deeded) to that respective Unit as a Limited Common Element, plus two additional tags. If a Unit Owner is in arrears or is in violation of another provision of the Association's governing documents, he/she will NOT be issued his/her respective tags. The Association reserves the right, but not the obligation, to establish a different category of Parking Tags and to establish policies and procedures with respect to same.
3. Visitor Parking is on a first-come, first-serve basis. Due to the limited number of spaces on the Condominium Property, the Association DOES NOT guarantee that the holder of any tag will have the opportunity to find and use a parking space other than those legally assigned to a unit.
4. All Parking Tags must be hanging from the vehicle's rearview mirror with the print side facing the front window, so that they are clearly visible from the outside of the vehicle.
5. Any vehicle parked on the Condominium Property in violation of the Program will be deemed to be creating a hazardous condition, as set forth in Section 4(i) of the Declaration. Accordingly, the Association may, in addition to all other rights provided in the Declaration and ByLaws, immediately, without further notice, boot or tow the violating vehicle from the Community at the vehicle owner's sole cost and expense.
6. In the event of any misuse of a parking tag by a Unit Owner, Occupant or visitor, the Association shall immediately revoke the parking tag for the Unit. The vehicle associated with the revoked parking tag will be immediately booted or towed, without further notice, at the vehicle owner's sole cost and expense.
7. Additionally, Temporary Parking Tags may be issued for registered gatherings and can be obtained through the management agent. Requests for Temporary Parking Tags must be made at least seven (7) days in advance.
8. Any parking tags that are lost can be replaced for a cost of \$30 per tag. Please be aware that the lost tag will be voided and the booting company will boot any vehicle that is using the lost tag.

9. All Parking Tags remain the property of the Highgate at Sandy Springs Condominium Association, Inc. and must be surrendered upon request.
10. State, County and City "marked" police patrol vehicles are permitted to park on the Condominium, provided such vehicles have official lights and/or signage that makes them clearly identifiable as police patrol vehicles.
11. If any assessments and/or other charges or any part thereof remain unpaid more than thirty (30) days after they become delinquent, the Association, acting through the Board, may suspend the Unit Owner and/or Occupant's right to use the Common Elements, including the right to bring or park vehicles on the Common Elements, including all rights to drive and park on the Common Element streets and parking areas, until such time as all delinquent amounts are paid in full. Prior to suspending parking privileges, the Association shall provide the delinquent Owner or Occupant written notice of its intention to do so, sent by certified mail not less than ten (10) days prior to the date of suspension. Any vehicle parked in violation of such notice may be immediately booted or towed from the Community at the vehicle owner's sole cost and expense. Notwithstanding the foregoing, suspension of Common Element use rights shall not limit pedestrian, medical, fire, police or other health, safety, service or emergency vehicle ingress or egress to or from the Unit or deny parking of clearly and properly identified handicapped vehicles used by handicapped Owners or Occupants protected by the Fair Housing Amendments Act of 1988.
12. Notwithstanding any provision of these Parking Rules and Regulations to the contrary, if any vehicle is parked on any portion of the Condominium, 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 vehicle owner or user.
13. If a vehicle is (1) parked in a fire lane, (2) blocking another vehicle or access to another Owner's Unit, (3) obstructing the flow of traffic, (4) parked on any grassy area, or (5) otherwise creates a unique and/or hazardous condition, such action will be deemed to be hazardous condition as set forth in the Declaration and no notice shall be required for the Board or agent of the Association to have the vehicle towed immediately.
14. If a vehicle is booted or towed for any reason, neither the Association nor any director, officer or agent of the Association shall be liable to any person for any claim of damage or loss of personal property as a result of the booting or towing activity. Notwithstanding anything to the contrary contained herein, the Board may elect to use other available sanctions, rather than exercise its authority to boot and/or tow.

HIGHGATE AT SANDY SPRINGS CONDOMINIUM ASSOCIATION, INC.

IMPORTANT NOTICE

To: All Unit Owners
From: Board of Directors
Date: **May 12, 2014**
Re: Occupancy of Units Owned by Legal Entities

The Board of Directors is distributing this Important Notice to notify all Owners of the Association's policy with respect to occupancy of a Residential Unit owned by a corporation, limited liability company, partnership, trust, or other legal entity ("Entity Owner"). The resolution adopting the policy as well as a copy of the new policy is enclosed.

The Board of Directors believes all Owners of Residential Units in the building should be treated uniformly and the rules that govern our community should not be applied differently based on if a Residential Unit is titled in the name of a legal entity or in the name of an individual. Our community is intended to be predominantly Owner occupied with only a small percentage of Units leased at any point in time. To that end, Paragraph 15(a) of the Declaration of Condominium for Highgate at Sandy Springs Condominium (the "Declaration") limits leasing of Residential Units at the Condominium to twenty five percent (25%) of the total number of Residential Units. This limitation was set "in order to preserve the character of the Condominium as predominantly owner occupied and to comply with eligibility requirements for financing in the secondary mortgage market." Regular exclusive occupancy of a Residential Unit by any individual who is not the record titleholder of the Unit is considered a "lease". Prior to leasing a Unit, all Unit Owners are required to apply for and obtain a Leasing Permit from the Board of Directors. If a Leasing Permit is not available, the Unit is placed on a waiting list.

This limit on leases applies uniformly to all Owners of Residential Units, including Entity Owners. The Declaration does not allow Entity Owners to lease their Unit without first obtaining a Leasing Permit. Stated simply, ownership of a Residential Unit by a corporation or other legal entity cannot be used as a pretext to avoid compliance with the leasing provisions of the Declaration.

Certainly, the Association recognizes that there are several legitimate reasons to hold title in the name of a legal entity, but doing so to avoid the leasing provisions of the Declaration is not one of them. Paragraph 14(b) of the Declaration requires an Entity Owner to designate to the Board the person(s) who will occupy the Residential Unit on behalf of the Entity Owner ("Entity Occupancy Provision"). The new policy will require Entity Owners to provide the Association with documentation and/or information which will show, to the Board's satisfaction, that the designated occupant is not in fact a tenant and the arrangement is not, for all intents and purposes, a lease. We do this to preserve the character of our community as a predominantly owner occupied building and to comply with eligibility requirements for financing in the secondary mortgage market.

Notwithstanding the above, any Entity Owner, who, as of the Effective Date of the enclosed policy, had a designated occupant residing in the Residential Unit, will be exempt from submitting to the Association the supporting documentation required under the new policy. These "Grandfathered Owners" will still be obligated to provide the Board with the name, address, telephone number and email address of the current occupant. Such "grandfathered status" will automatically terminate when the current occupant no longer resides in the Unit or when the Entity Owner sells or conveys the Unit, whichever event comes first. Upon termination of grandfathered status, all Entity Owners will be required to either obtain a Leasing Permit from the Association or submit to the Association the supporting documentation required under the enclosed policy.

The Board of Directors believes this policy to be in the best interest of the Association and its members, and consistent with best practices for a building of our quality. We thank all Owners in advance for their cooperation.

EXHIBIT "A"

HIGHGATE AT SANDY SPRINGS POLICY REGARDING OCCUPANCY OF ENTITY OWNED UNITS

Effective Date: May 12, 2014

If an Owner of a Residential Unit is a corporation, limited liability company, partnership, trust or other legal entity not being a natural person (hereinafter, an "Entity Owner"), the Entity Owner shall designate in writing to the Board the name(s) of the Person(s) who will occupy the Unit. An Entity Owner may not change the designated Person(s) to occupy the Unit more frequently than once every twenty-four (24) months, without the express written consent of the Board as determined in the Board's sole discretion.

At least ten (10) days prior to the initial occupancy or any change in occupancy of a Residential Unit owned by an Entity Owner, the Entity Owner shall provide the Board with the name, address, telephone number, and email address of the proposed designated occupant. Additionally, an Entity Owner shall also provide the following:

Designated Occupant as Tenant – If the Entity Owner has been issued and maintains a valid Leasing Permit from the Association, and the designated occupant is a tenant of the Entity Owner, in addition to providing the name, address and telephone number of said designated occupant, the Entity Owner shall also provide a copy of the proposed lease as provided in Paragraph 15(a)(iv) of the Declaration and shall otherwise comply with the provisions of Paragraph 15(a).

Designated Occupant as Owner-Occupant – If the Entity Owner does not have a valid Leasing Permit issued by the Association, in addition to providing the name, address, telephone number and email address of the designated occupant, the Entity Owner shall also provide the following documentation sufficient to establish that the occupant should be treated as an Owner-occupant and not a tenant ("Supporting Entity Documentation"):

(i) If the Entity Owner is a corporation, limited liability company ("LLC") or partnership, documentation showing that the designated occupant is a significant shareholder, LLC member, manager, officer, director, employee, or partner of the Entity Owner; together with documentation or information showing that such relationship is a bona fide preexisting relationship unrelated to the designated occupant's occupancy of the Residential Unit;

(ii) If the Entity Owner is a trust, documentation reasonably satisfactory to the Board that the designated occupant is a trustee or beneficiary of the trust together with proof that such relationship is a bona fide preexisting relationship unrelated to the designated occupant's occupancy of the Residential Unit; and

(iii) As appropriate, articles of incorporation, articles of organization, bylaws, shareholders agreement, operating agreement, or trust instrument pertinent to the Entity Owner.

Failure to provide the required Supporting Entity Documentation shall be sufficient grounds for the Board to prohibit occupancy of the Residential Unit by the designated occupant as an owner occupant. Notwithstanding anything contained herein to the contrary, the Board may prohibit occupancy of the Residential Unit by a person designated for occupancy by the Entity Owner if the Board determines, in its sole discretion, that the occupancy arrangement is in substance a lease and was created

for the purpose of circumventing the leasing restrictions set forth in Paragraph 15(a) of the Declaration. In any such case, the Board may seek to enforce the leasing restrictions against the Entity Owner. Factors that may be considered by the Board in making such a determination and choosing whether or not to enforce the leasing restrictions against an Entity Owner include, without limitation, the following:

- (i) whether the Residential Unit has been advertised as a rental Unit;
- (ii) whether a lease or other occupancy agreement has been signed;
- (iii) whether rent or other consideration is being paid by the occupant(s);
- (iv) when the relationship between the Entity Owner and the "designated occupant" was created and whether it would exist independent of the "designated occupant's" occupancy of the Residential Unit;
- (v) the date on which the Residential Unit was acquired by or transferred to the Entity Owner;
- (vi) if the Entity Owner is of a type usually formed for the purpose of doing business, whether that Entity Owner actually conducts business;
- (vii) whether the Entity Owner owns other residential properties; and
- (viii) whether the Entity Owner was created for estate planning purposes.

Notwithstanding the above, any Entity Owner, who, as of the Effective Date, (1) is the record Owner of a Residential Unit at the Condominium, and (2) has a designated occupant residing in the Unit ("Grandfathered Designated Occupant"), will be exempt from submitting to the Association the Supporting Entity Documentation as it pertains to the Grandfathered Designated Occupant ("Grandfathered Status"). Notwithstanding the above, all Entity Owners with Grandfathered Status shall still be obligated to provide the Board with the name, address, telephone number and email address of the Grandfathered Designated Occupant. Grandfathered Status may not be transferred or assigned to another Entity or Residential Unit. Grandfathered Status will remain in effect as long as the Grandfathered Designated Occupant resides in the Unit or until such time the Entity Owner sells or conveys the Unit, whichever event comes first. Upon termination of Grandfathered Status, all Entity Owners will be required to either obtain a Leasing Permit from the Association or submit to the Association the Supporting Entity Documentation required hereinabove.

**UNANIMOUS RESOLUTION OF THE BOARD OF DIRECTORS OF
HIGHGATE AT SANDY SPRINGS CONDOMINIUM ASSOCIATION, INC.
REGARDING OCCUPANCY OF ENTITY OWNED UNITS**

This Unanimous Resolution of the Board of Directors of Highgate at Sandy Springs Condominium Association, Inc. is made and adopted as of the 12 day of May, 2014 (the "Effective Date").

WITNESSETH:

WHEREAS, Paragraph 9(b) of the Declaration of Condominium for Highgate at Sandy Springs Condominium (the "Declaration") authorizes the Association, acting through its Board of Directors, to make and to enforce reasonable rules and regulations governing the use of the Condominium, including the Units, Limited Common Elements and Common Elements; and

WHEREAS, the Board believes it to be in the best interest of the Association and its members to adopt a policy with respect to occupancy of a Residential Unit owned by a corporation, partnership, trust or other legal entity, in order to preserve the character of the Condominium as predominantly owner occupied and to assure uniform application and enforcement of the Declaration's leasing provisions.

NOW, THEREFORE, BE IT RESOLVED that the Highgate at Sandy Springs Policy Regarding Occupancy of Entity Owned Units attached hereto as Exhibit "A" and incorporated herein by this reference is hereby unanimously adopted and approved by the Highgate at Sandy Springs Condominium Association, Inc. Board of Directors as evidenced by their signatures below.

Dated this 12 day of May, 2014.

**HIGHGATE AT SANDY SPRINGS
BOARD OF DIRECTORS:**

Print Name: _____

Andrew Manning

Print Name: _____

Kathryn P. Hampton

Print Name: _____

Jamie Minard

Print Name: _____

Justine Petruska

Print Name: _____

BYLAWS
OF
HIGHGATE AT SANDY SPRINGS CONDOMINIUM ASSOCIATION, INC.

Article I
General

Section 1. Applicability. These Bylaws provide for the self-government of Highgate at Sandy Springs Condominium Association, Inc., in accordance with the Georgia Condominium Act, O.C.G.A. § 44-3-70, *et seq.*, as may be amended from time to time, the Articles of Incorporation filed with the Secretary of State and the Declaration of Condominium for Highgate at Sandy Springs Condominium, recorded in the Fulton County, Georgia land records ("Declaration").

Section 2. Name. The name of the corporation is Highgate at Sandy Springs Condominium Association, Inc. ("Association").

Section 3. Definitions. The terms used herein shall have their generally accepted meanings or such meanings as are specified in Paragraph 2 of the Declaration.

Section 4. Membership. An 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. As may be more fully provided below, 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 (1) Person, the membership shall be shared in the same proportion as the title, but there shall be only one (1) membership and one (1) 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.

Section 5. Entity Members. 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, including, without limitation, serving on the Board of Directors of the Association. 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.

Section 6. Voting. Each Unit shall be entitled to one (1) equal vote, which vote may be cast by the Owner, the Owner's spouse or Domestic Partner, or by a lawful proxy as provided below. When more than one (1) Person owns a Unit, the vote for such Unit shall be exercised as they determine between or among themselves, but in no event shall more than one (1) vote be cast with respect to any Unit. If only one (1) co-owner attempts to cast the vote for a Unit, it shall be conclusively presumed that such co-owner is authorized on behalf of all co-owners to cast the vote for such Unit. In the event of disagreement between or among co-owners and an attempt by two (2) or more of them to cast such vote or votes, such Persons

shall not be recognized and such vote or votes shall not be counted. No Owner shall be eligible to vote, either in person or by proxy, 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 thirty (30) days delinquent in any payment due the Association or if the Owner has had its voting rights suspended for the infraction of any provision of the Declaration, these Bylaws, or any rule of the Association. If the voting rights of an Owner have been suspended, that Owner shall not be counted as an eligible vote for purposes of establishing a majority or a quorum.

Section 7. Majority. As used in these Bylaws, the term "majority" shall mean those votes, Owners, or other group as the context may indicate totaling more than fifty percent (50%) of the total number of eligible votes, Owners, or other group, respectively. Unless otherwise specifically stated, the words "majority vote" means more than fifty percent (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.

Section 8. 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.

Section 9. Electronic Documents and Electronic Signatures

(a) Electronic Documents. Whenever these Bylaws require that a document, record or instrument be "written" or "in writing," the requirement is deemed satisfied by an Electronic Document.

(b) Electronic Signatures. Whenever these Bylaws require a signature, an Electronic Signature satisfies that requirement only if: (1) the signature is easily recognizable as a Secure Electronic Signature which is capable of verification, under the sole control of the signatory, and attached to the electronic document in such a way that the document cannot be modified without invalidating the signature; or (2) the Board reasonably believes that the signatory affixed the signature with the intent to sign the Electronic Document, and that the Electronic Document has not been modified since the signature was affixed.

(c) Verification and Liability for Falsification. The Board may require reasonable verification of any Electronic Signature or Electronic Document. Pending verification, the Board may refuse to accept any Electronic Signature or Electronic Document that, in the Board's sole discretion, is not clearly authentic. Neither the Board nor the Association shall be liable to any Member or any other Person for accepting or acting in reliance upon an Electronic Signature or Electronic Document that the Board reasonably believes to be authentic. Any Member or Person who negligently, recklessly or intentionally submits any falsified Electronic Document or an unauthorized Electronic Signature shall fully indemnify the Association for actual damages, reasonable attorneys' fees and expenses incurred as a result of such acts.

Article II
Meetings of Members

Section 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.

Section 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 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.

Section 3. Notice of Meetings. It shall be the duty of the Secretary to mail or deliver to the record Owner of each Unit or to the Units a notice of each annual or special meeting of the Association at least twenty-one (21) days prior to each annual meeting and at least seven (7) days prior to each special meeting. The notice shall state the purpose of any special meeting, as well as the time and place where it is to be held. The notice of an annual meeting shall state the time and place of the meeting. If any Owner wishes notice to be given at an address other than his or her Unit, the Owner shall have designated by notice in writing to the Secretary such other address. The mailing or delivering of a notice of meeting in the manner provided in this Section shall be considered proper service of notice.

Section 4. Waiver of Notice. Waiver of notice of meeting of the Owners shall be deemed the equivalent of proper notice. Any Owner may, in writing, waive notice of any meeting of the Owners, either before or after such meeting. Attendance at a meeting by an Owner, whether in person 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 special 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.

Section 5. Quorum. Except as may be provided elsewhere, the presence of Owners, in person or by proxy, entitled to cast one-third (1/3) of the Total Association Vote shall constitute a quorum. 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. Owners whose voting rights have been suspended pursuant to the Declaration or these Bylaws shall not be counted as eligible votes toward the quorum requirement.

Section 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 that 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.

Section 7. Proxy. Any member entitled to vote may do so by written proxy duly executed by the member setting forth the meeting at which the proxy is valid. To be valid, a proxy must be signed, dated, and filed with the Secretary prior to the opening of the meeting for which it is to be used. Proxies may be delivered to the Board by personal delivery, U.S. mail or facsimile transmission to any Board member or the property manager. Proxies may be revoked only by written notice delivered to the Secretary, except that: (a) the presence in person by the giver of a proxy at a meeting for which the proxy is given shall automatically invalidate the proxy for that meeting; and (b) a later dated proxy shall automatically be deemed to invalidate any previously given proxy. A proxy holder may not appoint a substitute proxy holder unless expressly authorized to do so in the proxy.

Section 8. Action Taken Without a Meeting. In the Board's discretion, any action that may be taken by the Association members at any annual, regular, or special meeting may be taken without a meeting if the Board delivers a written consent form or written ballot to every member entitled to vote on the matter.

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

The Board may deliver ballots and consent forms by personal delivery, U.S. Mail, facsimile transmission, e-mail, or other electronic means. Owners shall deliver their vote by ballot or consent form by whatever means is specified by the Board.

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

(b) Written Consent. Approval by written consent shall be valid only when the number of written consents setting forth the actions taken is received and equals or exceeds the requisite majority of the voting power required to pass such action at a meeting held on the date that the last consent is executed and such action is consented to by the Declarant, if required. Executed written consents shall be included in the minutes or filed with the Association's records. If an action of the members is approved by written consent hereunder, the Board shall issue written notice of such approval to all members who did not sign written consents. Membership approval shall be effective ten (10) days after written notice is issued; 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.

Section 9. Order of Business. At all meetings of the Association, Roberts Rules of Order (latest edition) shall govern when not in conflict with the Declaration, these Bylaws or the Articles of Incorporation, unless the Owners present at a particular meeting vote to suspend Robert's Rules at that meeting.

Article III
Board of Directors

A. Composition and Selection.

Section 1. Composition and Eligibility. The affairs of the Association shall be governed by a Board of Directors. Except for directors appointed by the Declarant hereunder, the directors shall be Owners or spouses or Domestic Partners of such Owners; provided, however, no Owner and his or her spouse or Domestic Partner may serve on the Board at the same time, and no co-owners may serve on the Board at the same time. No persons shall be eligible to be elected to or continue to serve on the Board of Directors if they are 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. Directors shall not be eligible to serve more than two (2) consecutive two (2) year terms without first resigning from the Board for a time period which shall be the lesser of: (a) one (1) year; or (b) the period of time from the end of one (1) annual meeting of the Association to the beginning of the next annual meeting of the Association.

Section 2. Directors Appointed by the Declarant. Notwithstanding anything to the contrary herein, Declarant shall have exclusive authority to appoint and remove directors and officers until the earlier of: (1) three (3) years after the recording of the Declaration, (2) the date as of which Units to which eighty percent (80%) of the undivided interests in the Common Elements pertain shall have been conveyed by Declarant to Owners other than a Person constituting the Declarant, or (3) the surrender in writing by Declarant of the authority to appoint and remove officers and directors of the Association.

Section 3. Number of Directors and Term of Office. During the Declarant Control Period, the Board shall consist of three (3) directors. After termination of the Declarant Control Period, the Association shall call a meeting to be held at which Owners shall elect five (5) directors. If such meeting is not the annual meeting, the directors elected shall serve until the next annual meeting. At the first annual meeting after Declarant has surrendered control of the Association, if five (5) directors are elected, the three (3) directors receiving the highest number of votes shall be elected for terms of two (2) years each and the two (2) remaining directors shall be elected for terms of one (1) year each. At each annual meeting thereafter, a successor shall be elected to serve for a term of two (2) years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Association.

Section 4. Removal of Members of the Board of Directors. After expiration of the Declarant Control Period, at any annual or special meeting of the Association duly called, any one (1) or more Board members, except for directors appointed by Declarant hereunder, may be removed with or without cause by a majority of the Total Association Vote to elect said director and a successor may then and there be elected to fill the vacancy thus created. Further, any director who is more than thirty (30) days past due in the payment of any assessment or charge shall be automatically removed from the Board of Directors, even if the director subsequently pays the amount owed, and the vacancy shall be filled as provided in Section 5 below. Any director who has had three (3) consecutive unexcused absences from regularly scheduled Board meetings may be removed by the vote of a majority of the other directors. Any director whose removal has been proposed shall be given at least ten (10) days notice of the calling of the meeting to consider his or her removal and the purpose thereof and shall be given an opportunity to be heard at the meeting.

Section 5. Vacancies. Vacancies in the Board caused by any reason, except the removal of a director by a majority of the Total Association Vote or by Declarant, shall be filled by a vote of the majority of the remaining directors, even though less than a quorum, at any meeting of the Board of Directors. The successor so selected shall hold office until the next annual meeting. Notwithstanding anything to the

contrary herein, any director who is an officer, director or other designated agent of an entity member and whose position becomes vacant for any reason, may be replaced by the entity who is the Owner unless there has been a transfer of ownership of the Unit, in which case, the vacancy shall be filled by the remaining directors, even if less than a quorum at any meeting of the directors.

Section 6. Compensation. Directors shall not be compensated for services as such unless and only to the extent that compensation is authorized by a majority of the Total Association Vote. Directors may be reimbursed for the expenses incurred in carrying out their duties as directors upon approval of such expenses by the Board of Directors. Directors also may be given nominal gifts or tokens of appreciation by the Association for recognition of services performed, not to exceed a value of One Hundred Dollars (\$100) per calendar year. For purposes hereof, reasonable food and beverages purchased for Board meeting shall not be considered compensation.

Section 7. 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. Notwithstanding anything herein, the directors, during the period of Declarant control, shall be authorized on behalf of the Association to enter into contracts with the Declarant and its affiliates as set forth in Paragraph 20(h) of the Declaration.

Section 8. Nomination. Nomination for election to the Board shall be made from the floor at the meeting. The Board also may appoint a nominating committee to make nominations prior to the meeting.

Section 9. Elections. All members of the Association eligible to vote shall be entitled to cast their entire vote for each directorship to be filled. There shall be no cumulative voting. The directorships for which elections are held shall be filled by that number of candidates receiving the most votes. Voting for election of Board members shall be by written ballot (unless dispensed by unanimous consent at such meeting at which such voting is conducted).

B. Meetings.

Section 1. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by the Board, but such meetings shall be held at least once every six (6) months. The newly elected Board shall meet within ten (10) days after each annual meeting of the membership. Notwithstanding the foregoing, during the Declarant Control Period, the Board shall not be required to hold regular meetings.

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

Section 3. Waiver of Notice. Any director may, at any time, in writing, waive notice of any meeting of the Board, and such waiver shall be deemed equivalent to the giving of such notice. Attendance

by a director at any meeting of the Board shall also constitute a waiver of notice by him or her of the time and place of such meeting. If all directors are present at any Board meeting, no notice shall be required and any business may be transacted at such meeting.

Section 4. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors and the Secretary shall keep a minute book recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings. A majority of directors shall constitute a quorum for the transaction of business. One (1) or more directors who participate in a meeting by means of telephone or electronic communication shall be deemed present and in attendance for all purposes at such meeting, provided all persons participating in the meeting can hear each other.

Section 5. Open Meetings. Board meetings need not be open to all members. However, if the Board permits members to attend Board meetings, then members other than directors may not participate in any discussion or deliberation unless expressly so authorized by the Board. Notwithstanding the above, the Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session. The Board may order the removal of any meeting guest who, in the Board's opinion, either disrupts the conduct of business at the meeting or fails to leave the meeting upon request after an announcement of reconvening in executive session.

Section 6. Action Without a Meeting. Any action by the Board required or permitted to be taken at any meeting may be taken without a meeting if a majority of the directors consent to such action in writing, sent via hand delivery, regular first class or electronic mail or facsimile. Such consents must describe the action taken and be signed by no fewer than a majority of the directors and such consents shall be filed with the minutes of the Board of Directors.

C. Powers and Duties.

Section 1. Powers and Duties. The Board of Directors shall manage the affairs of the Association and shall have all the powers and duties necessary for the administration of the Condominium and may do all such acts and things as are not by the Act, the Declaration, the Articles of Incorporation, or these Bylaws directed to be done and exercised exclusively by the members. In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to and shall be responsible for the following, in the way of explanation, but not limitation:

- (a) preparation and adoption of an annual budget, in which there shall be established the contribution of each Owner to the Common Expenses;
- (b) making assessments to defray the Common Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment;
- (c) providing for the operation, care, upkeep, and maintenance of all of the Area of Common Responsibility as set forth in Paragraph 17 of the Declaration;
- (d) designating, hiring, and dismissing the personnel necessary for the operation of the Association and the maintenance, repair, and replacement of the Common Elements, Association property,

and the Area of Common Responsibility and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;

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

(f) making and amending rules and regulations and imposing sanctions for violation thereof, including, without limitation, monetary fines;

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

(h) making or contracting for the making of repairs, additions, and improvements to, or alterations of the Common Elements in accordance with the other provisions of the Declaration and these Bylaws, after damage or destruction by fire or other casualty;

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

(j) obtaining and carrying insurance against casualties and liabilities, as provided in the Act and the Declaration, and paying the premium cost thereof;

(k) paying the costs of all services rendered to the Association or its members and not directly chargeable to specific Owners;

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

(m) contracting with any Person for the performance of various duties and functions. The Board shall have the power to enter into common management agreements with trusts, condominium associations, or other associations or corporations. Any and all functions of the Association shall be fully transferable by the Board, in whole or in part, to any other entity.

Section 2. 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 of Directors shall authorize. The Board shall use reasonable efforts in any management contract to provide for termination of such contract by the Association with or without cause and without penalty, upon no more than thirty (30) days written notice. No management contract shall have a term in excess of one (1) year.

Section 3. Borrowing. Except as may be set forth in Paragraph 18 of the Declaration, the Board of Directors shall have the power to borrow money for the purpose of maintenance, repair, restoration, or improvement of the Common Elements and facilities, and for other purposes, with the approval of a majority of the Total Association Vote.

Section 4. Liability and Indemnification of Officers, Directors and Committee Members. The Association shall indemnify every officer, director, and committee member (including directors, officers, and committee members appointed by Declarant during the Declarant Control Period) against any and all expenses, including attorneys' fees, reasonably incurred by or imposed upon such officer, director or committee member in connection with any action, suit, or other proceeding (including settlement of any such action, suit, or proceeding, if approved by the then Board of Directors) to which he or she may be made a party by reason of being or having been an officer, director or committee member, whether or not such person is an officer, director or committee member at the time such expenses are incurred subject to the limitations below. The officers, directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, or for injury or damage caused by any such officer, director or committee member in the performance of his or her duties, except for his or her own individual willful misfeasance or malfeasance. The Association, in determining whether to indemnify a director, officer or committee member, shall not impute knowledge to said director, officer or committee member from any source whatsoever; rather, any such determination shall be based on the actual knowledge of the director, officer or committee member. 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 (except to the extent that such officers, directors and committee members may also be members of the Association), and the Association shall indemnify and forever hold each such officer, director or 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 or director may be entitled. The Association shall maintain, as a Common Expense, adequate general liability and, if obtainable, officers' and directors' liability insurance to fund this obligation, and the insurance shall be written as provided in the Declaration.

D. Committees.

Section 1. Architectural Control Committee. After termination of the Declarant Control Period, the Board shall establish an Architectural Control Committee for the purpose of establishing and maintaining architectural standards in the Condominium as provided in the Declaration.

Section 2. Other Committees. There shall be such other committees as the Board shall determine with the powers and duties that the Board shall authorize.

Section 3. Service on Committees. Unless otherwise provided in these Bylaws or in the resolution authorizing a particular committee, the members of any committee shall be appointed by the President and shall serve at the pleasure of the Board of Directors. Any committee member may be removed with or without cause at any time and with or without a successor being named.

Article IV Officers

Section 1. Designation. The principal officers of the Association shall be the President, the Secretary and the Treasurer, all or any of which may be the same person. A Vice President may be elected at the discretion of the Board.

Section 2. Election of Officers. The Association officers shall be elected annually by the Board at the first Board meeting following each annual meeting of the members and shall hold office at the pleasure of the Board and until a successor is elected.

Section 3. Removal of Officers. Upon the affirmative vote of a majority of the members of the Board, any officer may be removed, either with or without cause, and a successor may be elected.

Section 4. Vacancies. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board for the unexpired portion of the term.

Section 5. President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the members and of the Board. The President shall have all the general powers and duties which are incident to the office of the president of a corporation organized under the Georgia Nonprofit Corporation Code, including, but not limited to, the power to appoint committees from among the members from time to time as he or she may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 6. Vice President. The Vice President, if any, shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting.

Section 7. Secretary. The Secretary shall keep the minutes of all meetings of the members and of the Board of Directors and shall have charge of such books and papers as the Board of Directors may direct, and shall, in general, perform all duties incident to the office of the secretary of a corporation organized under Georgia law.

Section 8. Treasurer. The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Association or the managing agent in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall be responsible for the preparation of the budget as provided in the Declaration. The Treasurer may delegate all or a part of the preparation and notification duties associated with the above responsibilities to a management agent.

Section 9. Other Officers. Other offices may be created by the Board, and the Board members that hold such offices shall have such titles and duties as are defined by the Board.

Section 10. Agreements, Contracts, Deeds, Leases, Etc. Except during the Declarant Control Period, all agreements, contracts, deeds, leases, checks, promissory notes, and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by resolution of the Board of Directors.

Article V Rule Making and Enforcement

Section 1. Authority and Enforcement. The Condominium shall be used only for those uses and purposes set out in the Declaration. The Board of Directors shall have the authority to make, modify, repeal and enforce reasonable rules and regulations governing the conduct, use, and enjoyment of Units and the Common Elements; provided copies of all such rules and regulations shall be furnished to all Owners and Occupants. Any rule or regulation may be repealed by the affirmative vote or written consent of a majority of the Total Association Vote and the consent of the Declarant during the Declarant Control Period, at an annual or special meeting of the membership. Every Owner and Occupant shall comply with the

Declaration, Bylaws and rules and regulations of the Association, and any lack of compliance therewith shall entitle the Association and, in an appropriate case, one (1) or more aggrieved Owners, to take action to enforce the terms of the Declaration, Bylaws or rules and regulations.

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 or to use the Common Elements for violation of any duty imposed under the Declaration, these Bylaws, or any rules and regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Association or the Board to limit ingress and egress to or from a Unit. In the event that any Occupant of a Unit violates the Declaration, Bylaws, or a rule or regulation and a fine is imposed, notice of such violation shall be sent to the Owner and Occupant, and the fine shall first be assessed against such Occupant; provided, however, if the fine is not paid by the Occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Association, and the fine shall be an assessment and a lien against the Unit until paid. The failure of the Board to enforce any provision of the Declaration, Bylaws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

Section 2. Fining and Suspension Procedure. The Board shall not impose a fine, suspend the right to vote or suspend the right to use the Common Elements (provided, however, if an Owner is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association, suspension of the right to vote and the right to use the Common Elements shall be automatic; provided further, however, suspension of common utility services shall require compliance with the provisions of Paragraph 10(c)(v) of the Declaration, where applicable), unless and until the Association has sent or delivered written notice to the violator as provided in subsection (a) below. Any such fine or fines may be effective or commence upon the sending of such notice or such later date as may be set forth in such notice, notwithstanding the violator's right to request a hearing before the Board to challenge such fine under subsection (b) below.

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

(b) Hearing. If a 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.

Section 3. 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, towing of vehicles that are in violation of the parking rules and regulations or performing maintenance on any Unit upon a failure by the Owner to so do) 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 Section 2 of this Article. In any such action, to the

maximum extent permissible, the Owner or Occupant responsible for the violation for which abatement is sought shall pay all costs, including reasonable attorneys' fees actually incurred.

The Association or its duly authorized agent shall have the power to enter a Unit or upon any portion of the Common Elements 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 rules and regulations; provided, however, written notice shall be given to the Owner of the Unit at least two (2) days prior to the time that any items of construction are altered or demolished. All costs of self-help, including reasonable attorneys' fees, shall be assessed against the violating Owner and shall be collected as provided herein for the collection of assessments.

Article VI
Miscellaneous

Section 1. Notices.

(a) Method of Giving Notice. Unless otherwise prohibited in these Bylaws, all notices, demands, bills, statements, or other communications shall be in writing and shall be given via:

- (i) Personal delivery to the addressee; or
- (ii) United States mail, first class, postage prepaid; or
- (iii) Electronic mail; or
- (iv) Facsimile; or

(v) A secure web site, provided that notice shall be deemed given via web site only upon proof that the addressee has retrieved the message.

(b) Addressee. Notice sent by one of the methods described in subparagraph (a) above shall be deemed to have been duly given:

(i) If to an Owner, at the address, electronic mail address or facsimile number which the Owner has designated in writing and filed with the Secretary, or if no such address has been designated, at the address of the Unit of such Owner;

(ii) If to an Occupant, at the address, electronic mail address or facsimile number which the Occupant has designated in writing with the Secretary or, if no such address has been designated, at the address of the Unit occupied; or

(iii) If to the Association, the Board or the managing agent, at the postal address, facsimile or electronic mail address of the principal office of the Association or the managing agent, if any, or at such other address as shall be designated in writing and filed with the Secretary. The Secretary shall promptly provide notice to all Owners of any such change in address.

Section 2. Severability. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws or the Declaration.

Section 3. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of these Bylaws or the intent of any provision thereof.

Section 4. Gender and Grammar. The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender, and the use of the singular shall be deemed to include the plural whenever the context so requires.

Section 5. Fiscal Year. The fiscal year of the Association may be set by Board resolution, and, in the absence thereof, shall be the calendar year.

Section 6. Financial Review. A financial review of the accounts of the Association shall be audited and a financial statement prepared, as a Common Expense by an independent accountant after the close of each fiscal year; provided, however, such audited statement for the Association's preceding fiscal year is required only if the Condominium has been established for a full fiscal year. Such audited statement shall be made available to the holder, insurer, or guarantor of any first mortgage on a Unit upon submission of a written request and must be available within one hundred twenty (120) days of the Association's fiscal year end.

Section 7. Conflicts. The duties and powers of the Association shall be those set forth in the Georgia Condominium Act, the Georgia Nonprofit Corporation Code, the Declaration, these Bylaws, and the Articles of Incorporation, together with those reasonably implied to affect the purposes of the Association; provided, however, that if there are conflicts or inconsistencies between the Act, the Georgia Nonprofit Corporation Code, the Declaration, these Bylaws, or the Articles of Incorporation, then the provisions of the Act, the Georgia Nonprofit Corporation Code, as may be applicable, the Declaration, the Articles of Incorporation and these Bylaws, in that order, shall prevail, and each Owner of a Unit, by acceptance of a deed or other conveyance therefor, covenants to vote in favor of such amendments as will remove such conflicts or inconsistencies.

Section 8. Amendment. Except where a higher vote is required for action under a particular provision of the Declaration or Bylaws, in which case such higher vote shall be necessary to amend, these Bylaws may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the members holding two-thirds (2/3) of the Total Association Vote. Notwithstanding the foregoing, any amendment to the Bylaws shall require the written consent of Declarant until the later of the following: (a) the date upon which the Declarant no longer owns any Unit at Highgate at Sandy Springs Condominium, or (b) one (1) year after the date on which the Declaration is recorded in the Fulton County, Georgia records. Moreover, no amendment shall become effective until it is certified by the President and Secretary of the Association 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 Declaration and Bylaws. Owners whose voting rights have been suspended pursuant to the Declaration or these Bylaws shall not be counted as eligible votes toward the amendment requirement.

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

Notwithstanding the foregoing, Declarant or the Board of Directors, without the necessity of a vote from the Owners, may amend these Bylaws to correct any scrivener's errors, comply with any applicable

state, city or federal law, and/or to bring the Condominium into compliance with applicable rules and regulations of the Federal National Mortgage Association ("Fannie Mae"), the Department of Housing and Urban Development ("HUD") and the Veterans Administration ("VA") pursuant to federal law.

Section 9. Books and Records.

(a) All members of the Association and any holder of a first Mortgage shall be entitled to inspect the following records at a reasonable time and location specified by the Association, upon written request at least five (5) business days before the date on which the member or mortgagee wishes to inspect and copy:

(i) its Articles or restated Articles of Incorporation and all amendments to them currently in effect;

(ii) its Bylaws or restated Bylaws and all amendments to them currently in effect;

(iii) resolutions adopted by either its members or Board of Directors increasing or decreasing the number of directors or the classification of directors, or relating to the characteristics, qualifications, rights, limitations, and obligations of members or any class or category of members;

(iv) resolutions adopted by either its members or Board of Directors relating to the characteristics, qualification, rights, limitations, and obligations of members or any class or category of members;

(v) the minutes of all meetings of members and records of all actions approved by the members for the past three (3) years;

(vi) all written communications to members generally within the past three (3) years, including the financial statements furnished for the past three (3) years;

(vii) a list of the names and business or home addresses of its current directors and officers; and

(viii) its most recent annual report delivered to the Secretary of State.

(b) A member may inspect and copy the following records upon written notice at least five (5) business days before the date on which the member wishes to inspect and copy only if the member's demand is made in good faith and for a proper purpose that is reasonably relevant to the member's legitimate interest as a member; the member describes with reasonable particularity the purpose and the records the member desires to inspect; the records are directly connected with this purpose; and the records are to be used only for the stated purpose:

(i) excerpts from minutes of any Board meeting, records of any action of a committee of the Board while acting in place of the Board on behalf of the Association, minutes of any meeting of the members, and records of action taken by the members or the Board without a meeting, to the extent not subject to inspection under subsection 9(a);

(ii) accounting records of the Association; and

(iii) the membership list only if for a purpose related to the member's interest as a member. Without the consent of the Board, a membership list or any part thereof may not be used to solicit money or property unless such money or property will be used solely to solicit the votes of the members in an election to be held by the Association; used for any commercial purpose; or sold to or purchased by any person.

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 communications, 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.

Return to:

Weissman, Nowack, Curry & Wilco, P.C.
3500 Lenox Road
One Alliance Center, 4th Floor
Atlanta, Georgia 30326
Attention: Ellen J. Fleming, Esq.

Cross-reference to:

Deed to Secure Debt at Deed Book 40041, Page 646.
Fulton County, Georgia records

MORTGAGEE CONSENT, APPROVAL AND SUBORDINATION

KeyBank National Association ("Mortgagee"), being the owner and holder of a Deed to Secure Debt and Security Agreement recorded in Deed Book 40041, Page 646, Fulton County, Georgia records (the "Security Instrument") approves that certain Declaration of Condominium for Highgate At Sandy Springs Condominium (the "Declaration") which is to be recorded with this Consent; and

Mortgagee does hereby expressly subordinate to the Declaration all right, title, interest and lien of the undersigned created under and by virtue of the Security Instrument with respect to the property described in and subject to the Declaration or hereafter made subject to the Declaration in accordance with the terms thereof. Except as set forth herein, the Security Instrument shall otherwise remain in full force and effect and shall not be subordinated to any other lien or encumbrance.

IN WITNESS WHEREOF, the undersigned has executed this Mortgagee Consent, Approval and Subordination this 11th day of August, 2005.

MORTGAGEE: KEYBANK NATIONAL ASSOCIATION

By: Ashley Smith Keene [SEAL]
Title: Vice President

Signed, sealed, and delivered this

11th day of August, 2005.

Chester M. Smith
Witness:

Witness: Patrick J. Clary [SEAL]
Title: PATRICK J. CLARY

Cindy R. Shears
Notary Public

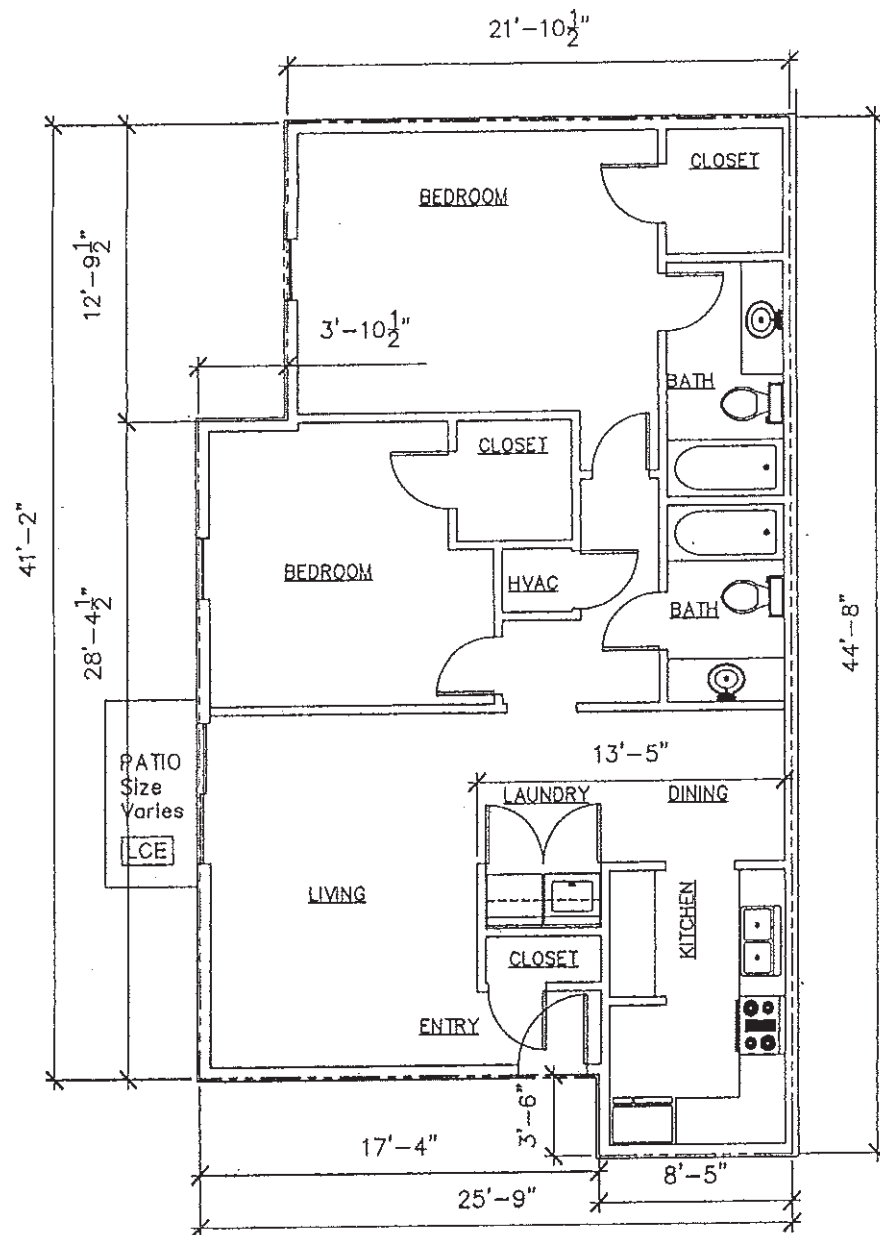
My Commission Expires:

[NOTARY SEAL]

Cindy R. Shears
Notary Public, District of Columbia
My Commission Expires 11-14-2006

SECTION 1

Floor Plans



LEVEL 1 FLOOR PLAN - FFE/FCE 8'-0"

IMPORTANT NOTE:

This floor plan and the dimensions and square footage calculations shown hereon are only approximations.

Any Unit Owner who is concerned about any representations regarding this floor plan should do his/her own investigation as to the dimensions, measurements and square footage of the Unit.

Dimensions shown are within normal, accepted construction tolerances.

Interior walls/partitions as shown, are schematic representations only.

**THIS PLAN OCCURS
IN THE FOLLOWING
UNITS:**

Q2
Q6
Q10
Q12
Q16
Q20
Q22
Q26
Q30

**HIGHGATE
at
SANDY SPRINGS
CONDOMINIUM**

6900 Roswell Road
Fulton County
Atlanta, Georgia 30328

UNIT TYPE
"A-1"
BASE ORIENTATION
1,040 SF

SCALE 1/8"

HDH
HDH PARTNERS, INC.

Architectural Programs
&
Real Estate Due Diligence

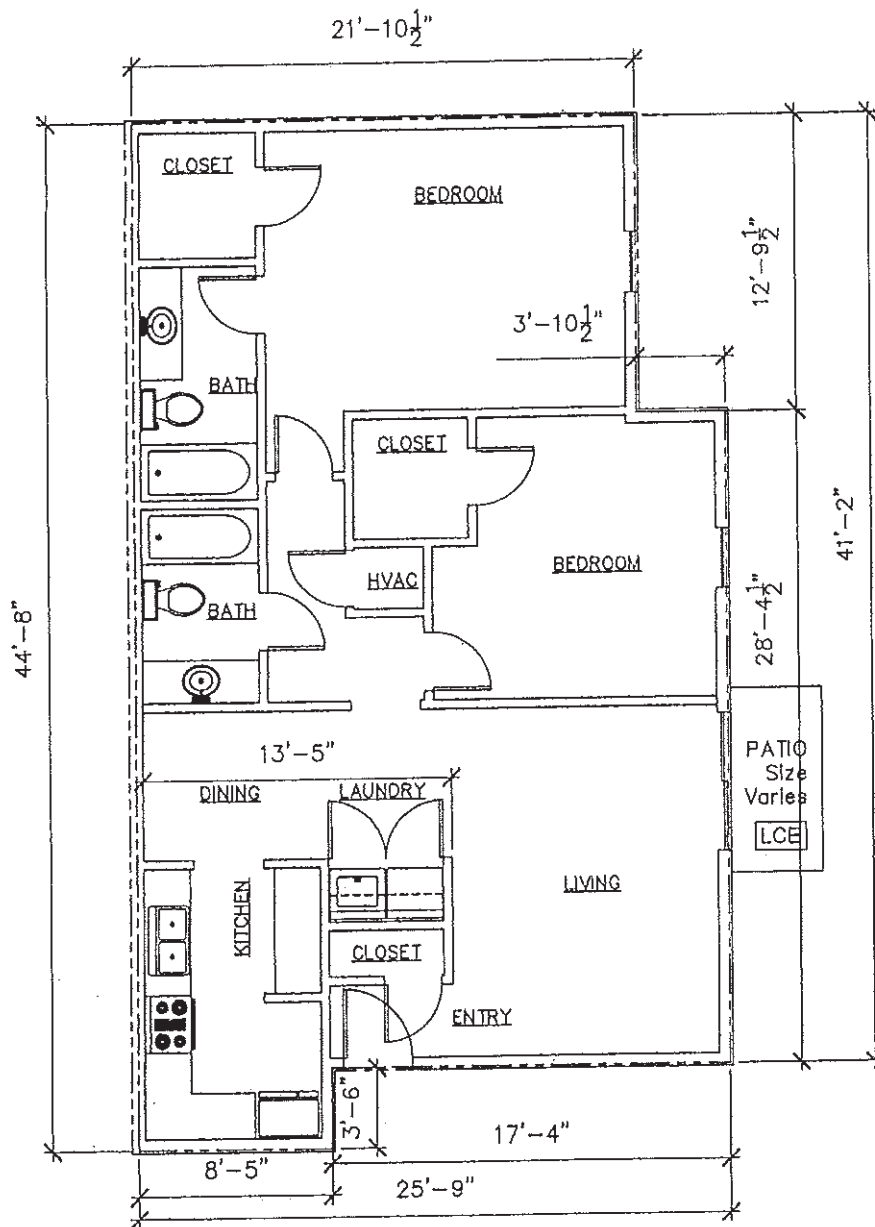
121 Old Dawson Village Road
Building 300
Dawsonville, Georgia 30534

T 706.579.2449 F 706.579.1649
E rhed@hdhpartners.com

DATE: 10 August, 2005
PROJECT: Condominium Plan
DRAWN: TCH/RPH
CHECKED: AAB/RPH
ISSUE: Record 1

DRAWING: OF:

A-1



LEVEL 1 FLOOR PLAN - FFE/FCE 8'-0"

IMPORTANT NOTE:

This floor plan and the dimensions and square footage calculations shown hereon are only approximations.

Any Unit Owner who is concerned about any representations regarding this floor plan should do his/her own investigation as to the dimensions, measurements and square footage of the Unit.

Dimensions shown are within normal, accepted construction tolerances.

Interior walls/partitions as shown, are schematic representations only.

THIS PLAN
OCCURS IN THE
FOLLOWING
UNITS:

Q3
Q7
Q13
Q17
Q23
Q27

HIGHGATE at SANDY SPRINGS CONDOMINIUM

6900 Roswell Road
Fulton County
Atlanta, Georgia 30328

UNIT TYPE
"A-2"
MIRRORED
1,040 SF

SCALE 1/8"

HDH HDH PARTNERS, INC.

Architectural Programs
&
Real Estate Due Diligence

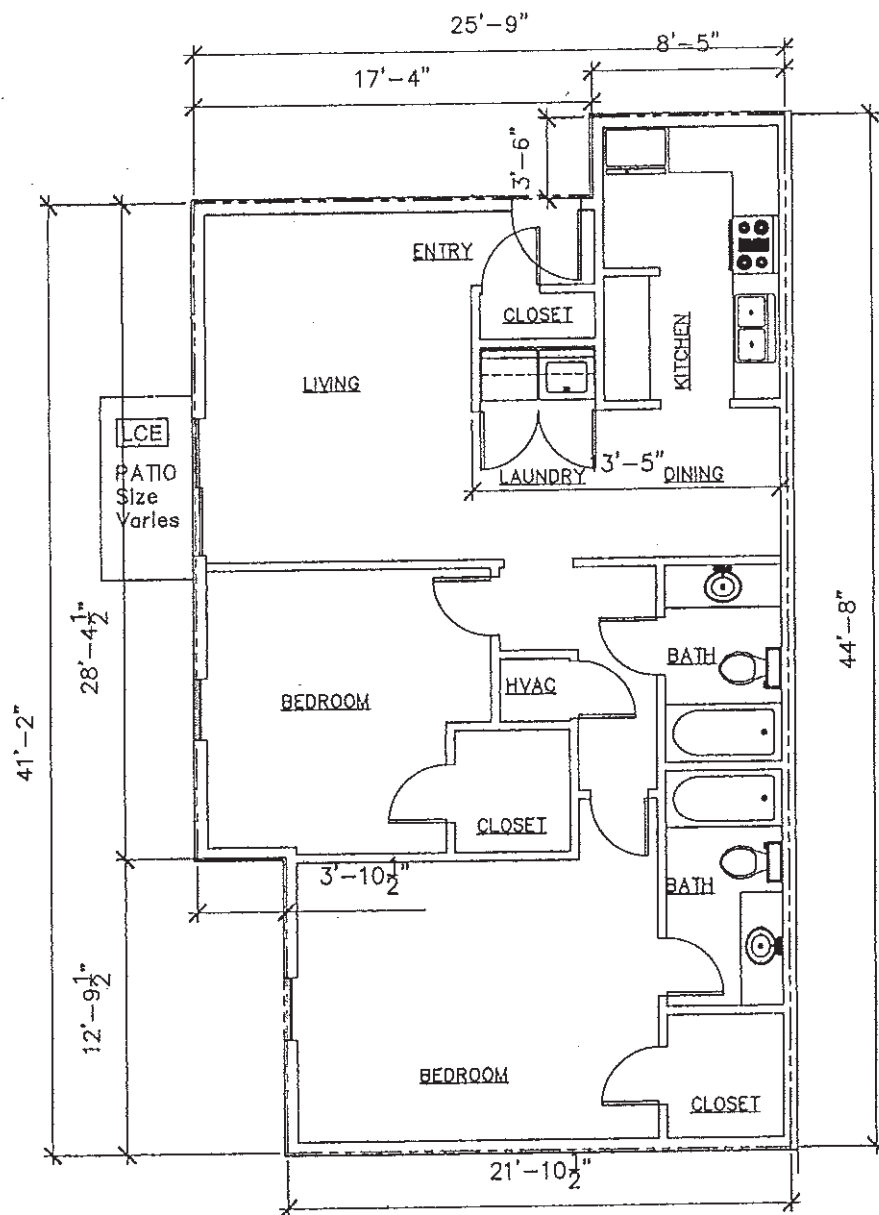
121 Old Dawson Village Road
Building 300
Dawsonville, Georgia 30534

T 706.579.2449 F 706.579.1649
E chad@hdpnpartners.com

DATE: 10 August, 2005
PROJECT: Condominium Plan
DRAWN: TCH/RPH
CHECKED: AAB/RPH
ISSUE: Record 1

DRAWING: OF:

A-2



LEVEL 1 FLOOR PLAN - FFE/FCE 8'-0"

IMPORTANT NOTE:

This floor plan and the dimensions and square footage calculations shown hereon are only approximations.

Any Unit Owner who is concerned about any representations regarding this floor plan should do his/her own investigation as to the dimensions, measurements and square footage of the Unit.

Dimensions shown are within normal, accepted construction tolerances.

Interior walls/partitions as shown, are schematic representations only.

THIS PLAN OCCURS IN THE FOLLOWING UNITS:

Q1
Q5
Q9
Q11
Q16
Q19
Q21
Q26
Q29

HIGHGATE at SANDY SPRINGS CONDOMINIUM

6900 Roswell Road
Fulton County
Atlanta, Georgia 30328

UNIT TYPE
"A-3"
INVERTED
1,040 SF

SCALE 1/8"

HDH HDH PARTNERS, INC.

Architectural Programs
&
Real Estate Due Diligence

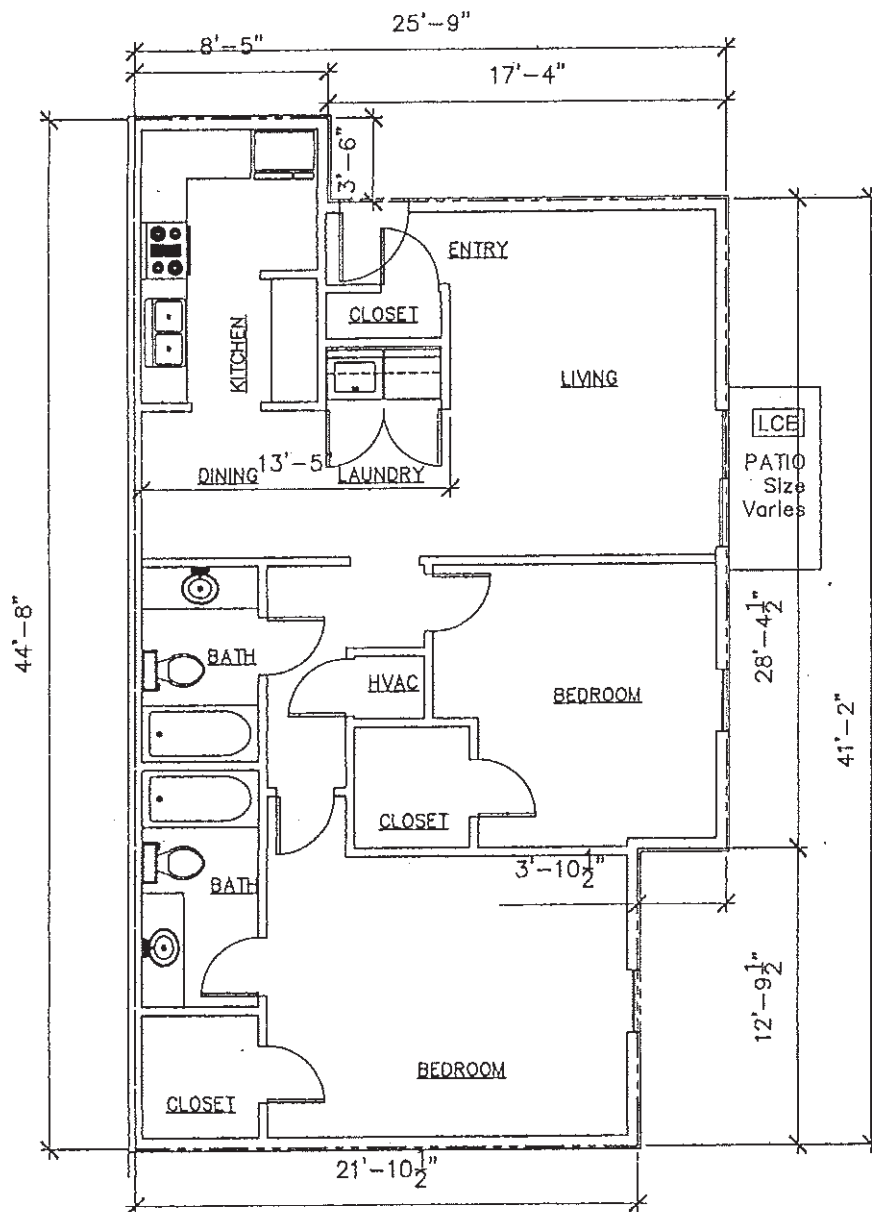
121 Old Dawson Village Road
Building 300
Dawsonville, Georgia 30534

T 706.579.2449 F 706.579.1649
E rhd@hdhpartners.com

DATE: 10 August, 2005
PROJECT: Condominium Plan
DRAWN: TCH/RPH
CHECKED: AAB/RPH
ISSUE: Record 1

DRAWING: OF:

A-3



IMPORTANT NOTE:

This floor plan and the dimensions and square footage calculations shown hereon are only approximations.

Any Unit Owner who is concerned about any representations regarding this floor plan should do his/her own investigation as to the dimensions, measurements and square footage of the Unit.

Dimensions shown are within normal, accepted construction tolerances.

Interior walls/partitions as shown, are schematic representations only.

THIS PLAN
OCCURS IN THE
FOLLOWING
UNITS:

Q4
Q8
Q14
Q18
Q24
Q28

HIGHGATE at SANDY SPRINGS CONDOMINIUM

6900 Roswell Road
Fulton County
Atlanta, Georgia 30328

UNIT TYPE
"A-4"
INVERTED
MIRRORED
1,040 SF
SCALE 1/8"

HDH HDH PARTNERS, INC.

Architectural Programs
&
Real Estate Due Diligence

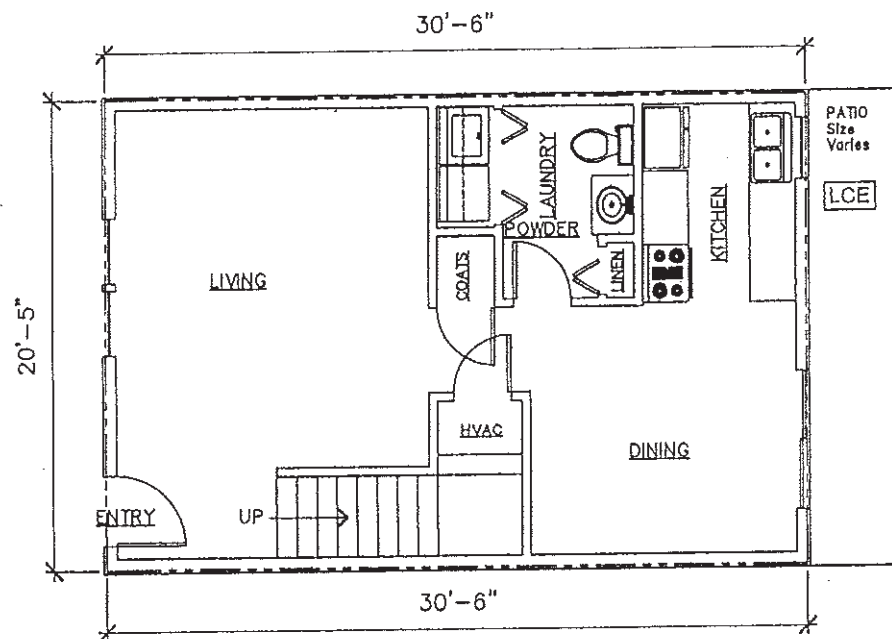
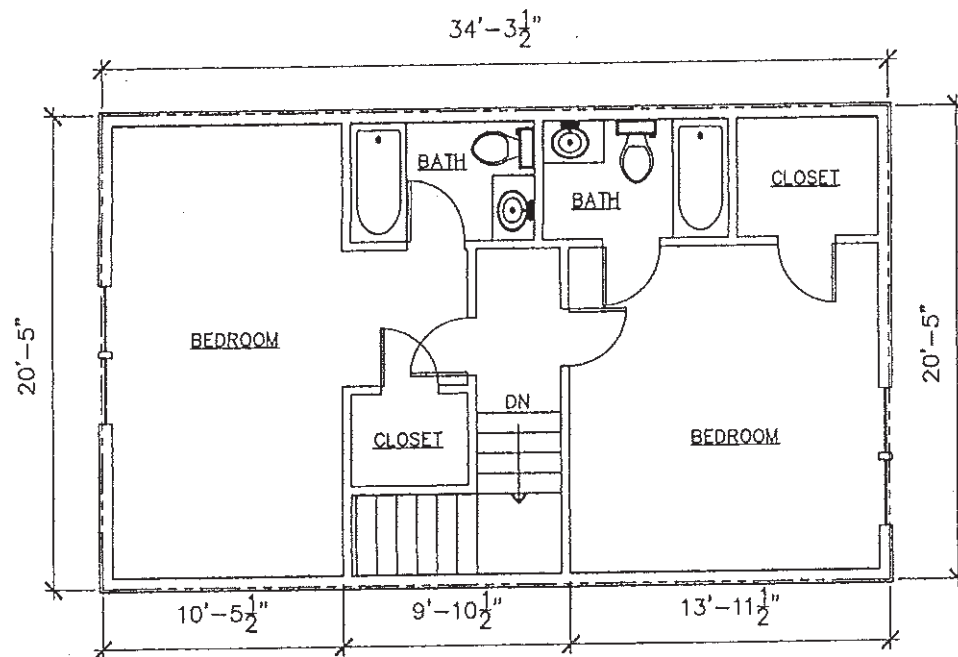
121 Old Dawson Village Road
Building 300
Dawsonville, Georgia 30534

T 706.579.2449 F 706.579.1649
E rhid@hdhpartners.com

DATE: 10 August, 2005
PROJECT: Condominium Plan
DRAWN: TCH/RPH
CHECKED: AAB/RPH
ISSUE: Record 1

DRAWING: OF:

A-4



IMPORTANT NOTE:

This floor plan and the dimensions and square footage calculations shown hereon are only approximations.

Any Unit Owner who is concerned about any representations regarding this floor plan should do his/her own investigation as to the dimensions, measurements and square footage of the Unit.

Dimensions shown are within normal, accepted construction tolerances.

Interior walls/partitions as shown, are schematic representations only.

THIS PLAN
OCCURS IN THE
FOLLOWING
UNITS:

A1	F1	K5	N3
A3	F3	K7	N5
B1	F5	L1	N11
B3	F7	L3	N13
B5	F9	L5	
C1	F11	L7	
C3	I3	L9	
C5	I5	M3	
C7	J1	M5	
	J3		

HIGHGATE at SANDY SPRINGS CONDOMINIUM

6900 Roswell Road
Fulton County
Atlanta, Georgia 30328

UNIT TYPE
"B-1"
BASE ORIENTATION
1,323 SF

SCALE 1/8"

HDH
HDH PARTNERS, INC.

Architectural Programs
&
Real Estate Due Diligence

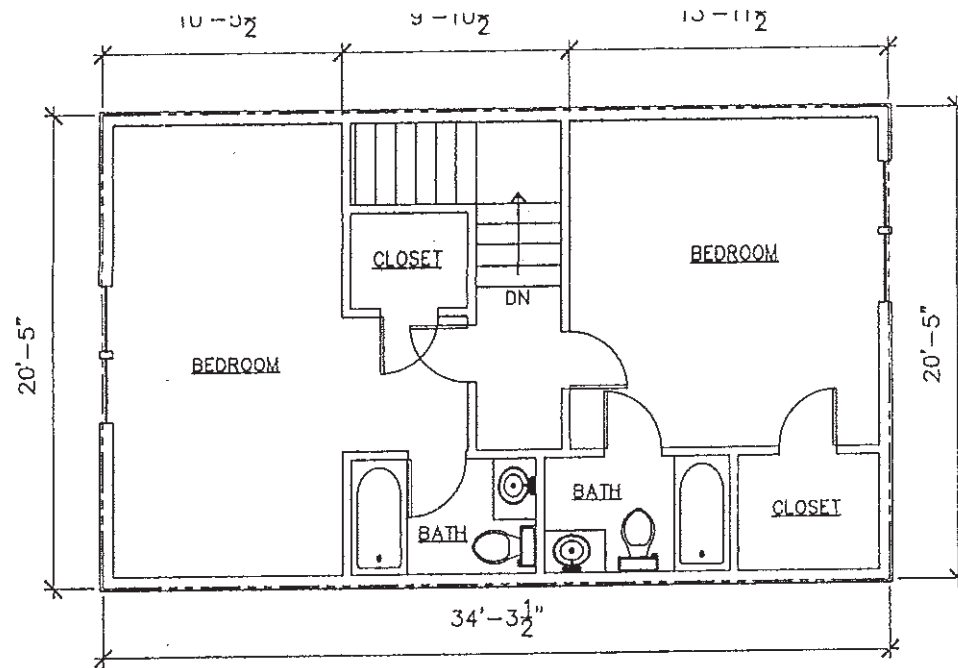
121 Old Dawson Village Road
Building 300
Dawsonville, Georgia 30534

T 706.579.2449 F 706.579.1649
B rhad@hahpartners.com

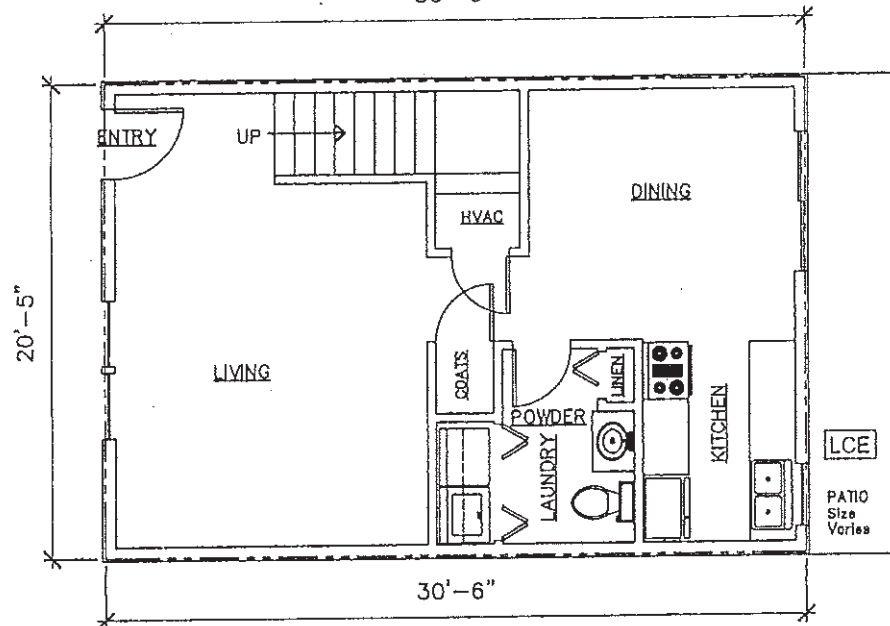
DATE: 10 August, 2005
PROJECT: Condominium Plan
DRAWN: TCH/RPH
CHECKED: AAB/RPH
ISSUE: Record 1

DRAWING: OF:

B-1



LEVEL 2 FLOOR PLAN - FFE/FCE 8'-0"
30'-6"



LEVEL 1 FLOOR PLAN - FFE/FCE 8'-0"

IMPORTANT NOTE:

This floor plan and the dimensions and square footage calculations shown hereon are only approximations.

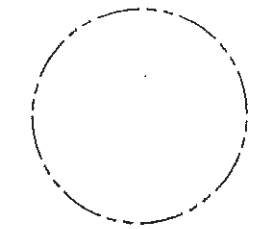
Any Unit Owner who is concerned about any representations regarding this floor plan should do his/her own investigation as to the dimensions, measurements and square footage of the Unit.

Dimensions shown are within normal, accepted construction tolerances.

Interior walls/partitions as shown, are schematic representations only.

THIS PLAN
OCCURS IN THE
FOLLOWING
UNITS:

A2	F2	K6	N4
A4	F4	K8	N6
B2	F6	L2	N12
B4	F8	L4	N14
B6	F10	L6	
C2	F12	L8	
C4	I4	L10	
C6	I6	M4	
C8	J2	M6	
C9	J4		



HIGHGATE at SANDY SPRINGS CONDOMINIUM

6900 Roswell Road
Fulton County
Atlanta, Georgia 30328

UNIT TYPE
"B-2"
INVERTED
1,323 SF

SCALE 1/8"

HDH
HDH PARTNERS, INC.

Architectural Programs
&
Real Estate Due Diligence

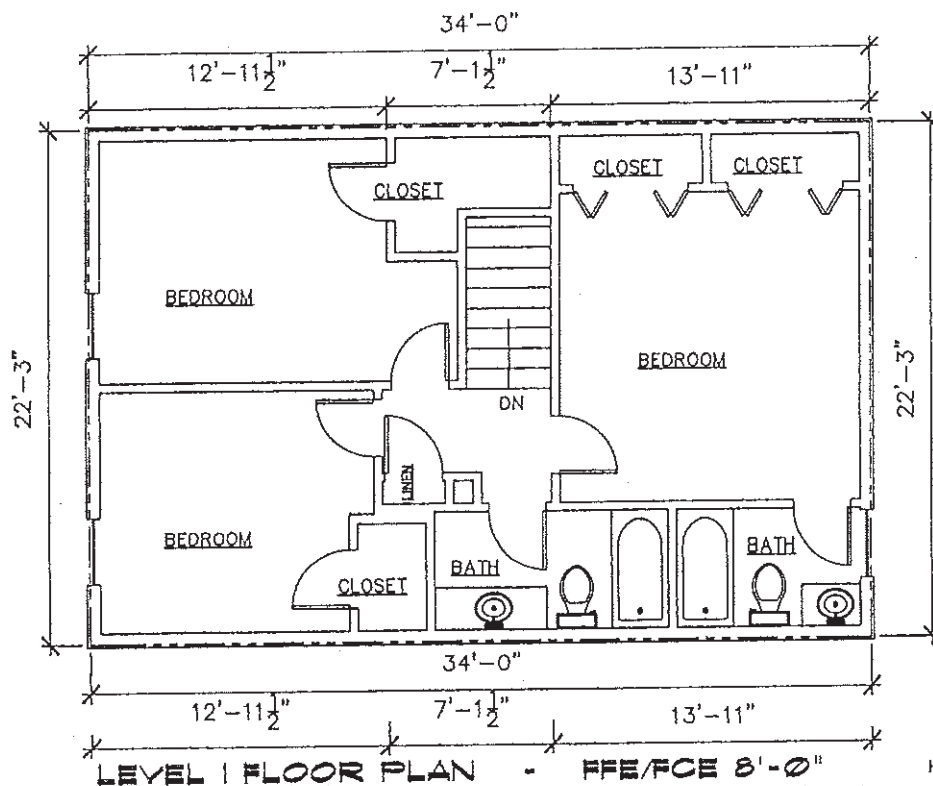
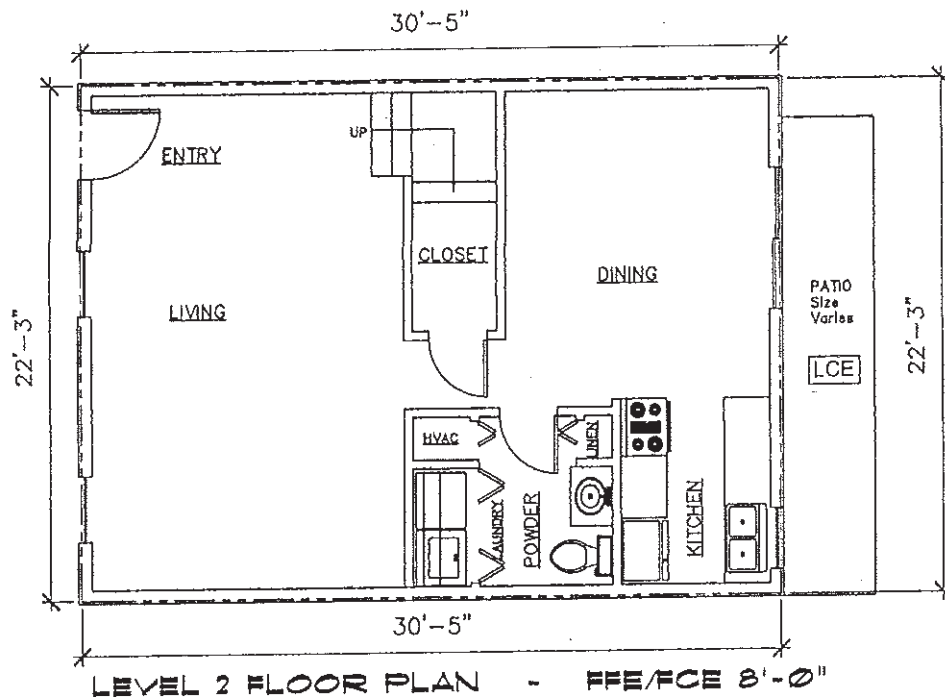
121 Old Dawson Village Road
Building 300
Dawsonville, Georgia 30534

T 706.579.2449 F 706.579.1649
E rhad@hdhpartners.com

DATE: 10 August, 2005
PROJECT: Condominium Plan
DRAWN: TCH/RPH
CHECKED: AAB/RPH
ISSUE: Record 1

DRAWING: OF:

B-2



IMPORTANT NOTE:

This floor plan and the dimensions and square footage calculations shown hereon are only approximations.

Any Unit Owner who is concerned about any representations regarding this floor plan should do his/her own investigation as to the dimensions, measurements and square footage of the Unit.

Dimensions shown are within normal, accepted construction tolerances.

Interior walls/partitions as shown, are schematic representations only.

THIS PLAN
OCCURS IN THE
FOLLOWING
UNITS:

D2	H2	N2
D4	H4	N8
D6	H6	N10
D8	I2	N16
G2	I8	O2
G4	M2	O4
G6	M8	O6
		O8

HIGHGATE at SANDY SPRINGS CONDOMINIUM

6900 Roswell Road
Fulton County
Atlanta, Georgia 30328

UNIT TYPE
"C-1"
BASE ORIENTATION
1,433 SF

SCALE 1/8"

HDH
HDH PARTNERS, INC.

Architectural Programs
&
Real Estate Due Diligence

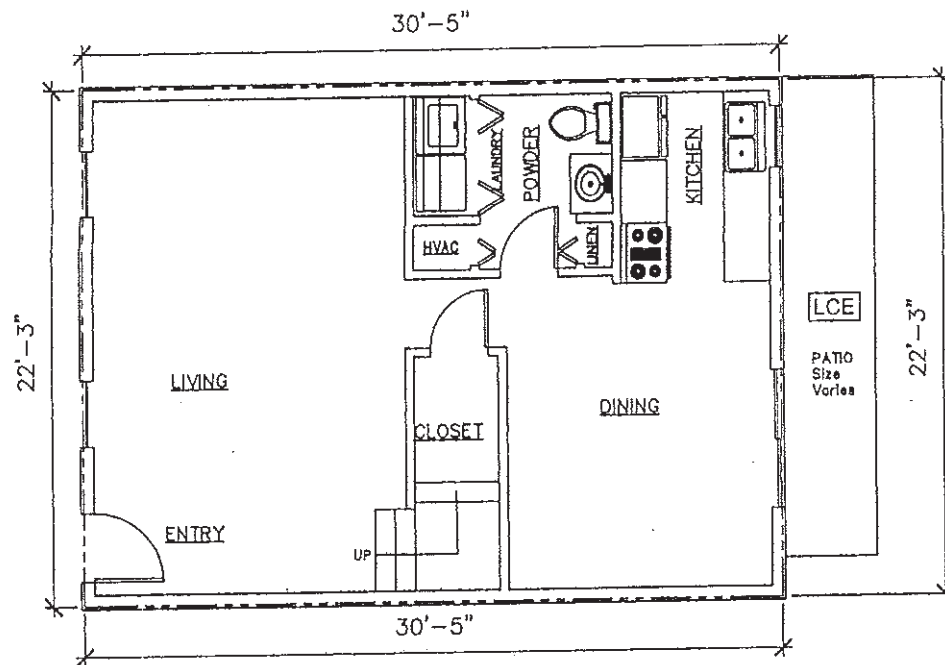
121 Old Dawson Village Road
Building 300
Dawsonville, Georgia 30534

T 706.579.2449 F 706.579.1649
E rhad@hhdhpartners.com

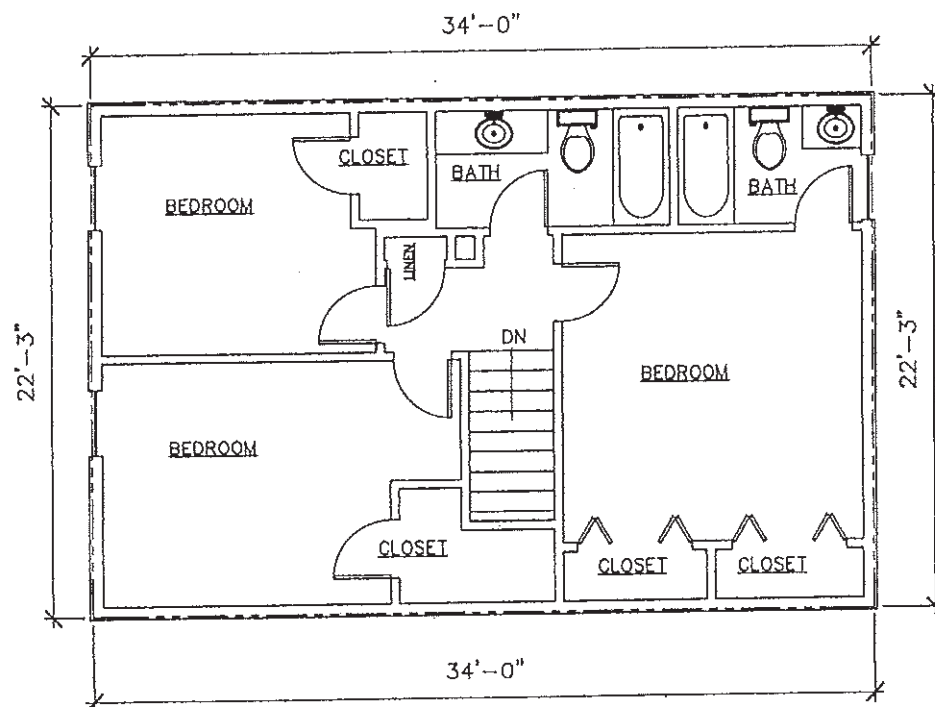
DATE: 10 August, 2005
PROJECT: Condominium Plan
DRAWN: TCH/RPH
CHECKED: AAB/RPH
ISSUE: Record 1

DRAWING: OF:

C-1



LEVEL 2 FLOOR PLAN - FFE/FCE 8'-0"



LEVEL 1 FLOOR PLAN - FFE/FCE 8'-0"

IMPORTANT NOTE:

This floor plan and the dimensions and square footage calculations shown hereon are only approximations.

Any Unit Owner who is concerned about any representations regarding this floor plan should do his/her own investigation as to the dimensions, measurements and square footage of the Unit.

Dimensions shown are within normal, accepted construction tolerances.

Interior walls/partitions as shown, are schematic representations only.

THIS PLAN
OCCURS IN THE
FOLLOWING
UNITS:

D1	H1	N1
D3	H3	N7
D5	H5	N9
D7	I1	N15
G1	I7	O1
G3	M1	O3
G5	M7	O5
		O7

HIGHGATE at SANDY SPRINGS CONDOMINIUM

6900 Roswell Road
Fulton County
Atlanta, Georgia 30328

UNIT TYPE
"C-2"
INVERTED
1,433 SF

SCALE 1/8"

HDH
HDH PARTNERS, INC.

Architectural Programs
&
Real Estate Due Diligence

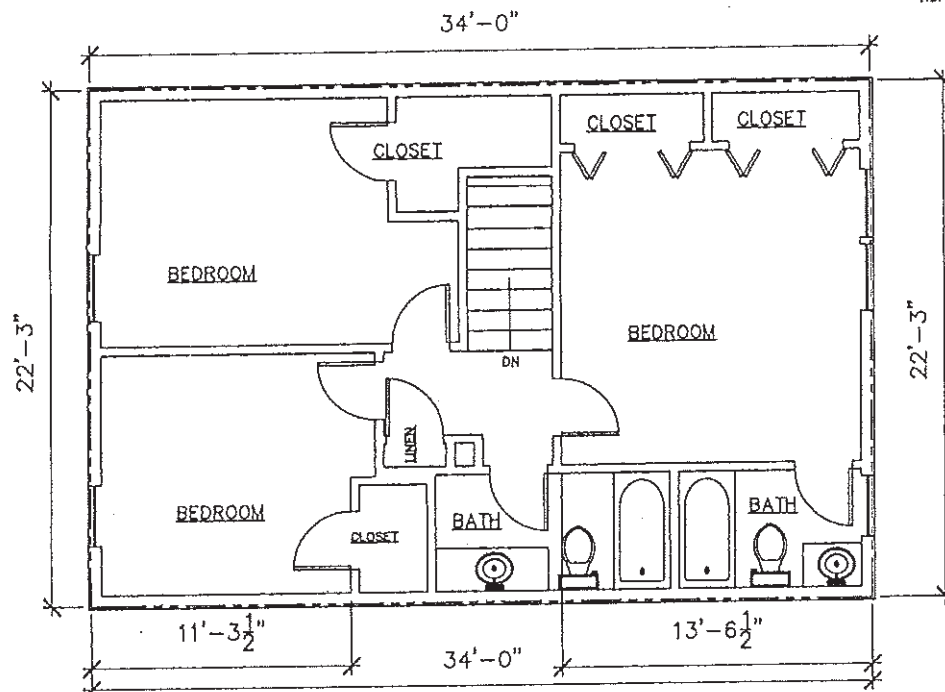
121 Old Dawson Village Road
Building 300
Dawsonville, Georgia 30534

T 706.579.2449 F 706.579.1649
E rhad@hdpnpartners.com

DATE: 10 August, 2005
PROJECT: Condominium Plan
DRAWN: TCH/RPH
CHECKED: AAB/RPH
ISSUE: Record 1

DRAWING: OF:

C-2



THIS PLAN
OCCURS IN THE
FOLLOWING
UNITS:

E2
E4
K2
K4
P2
P4
P6
P8

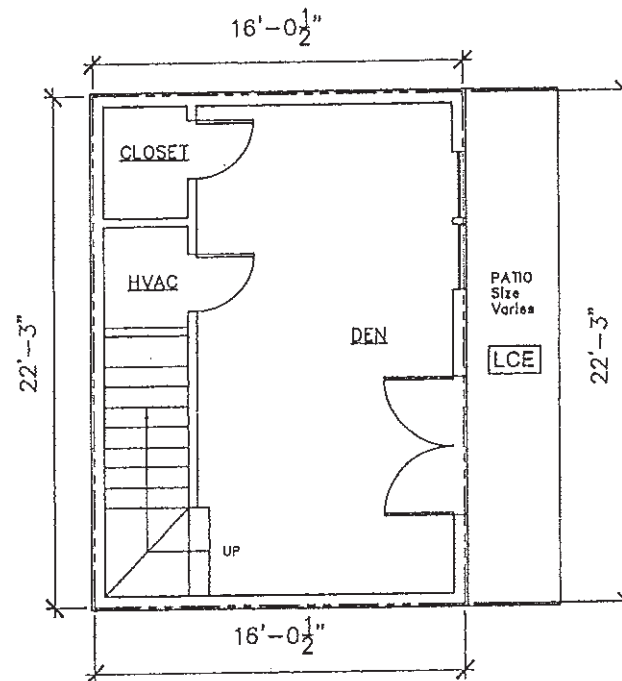
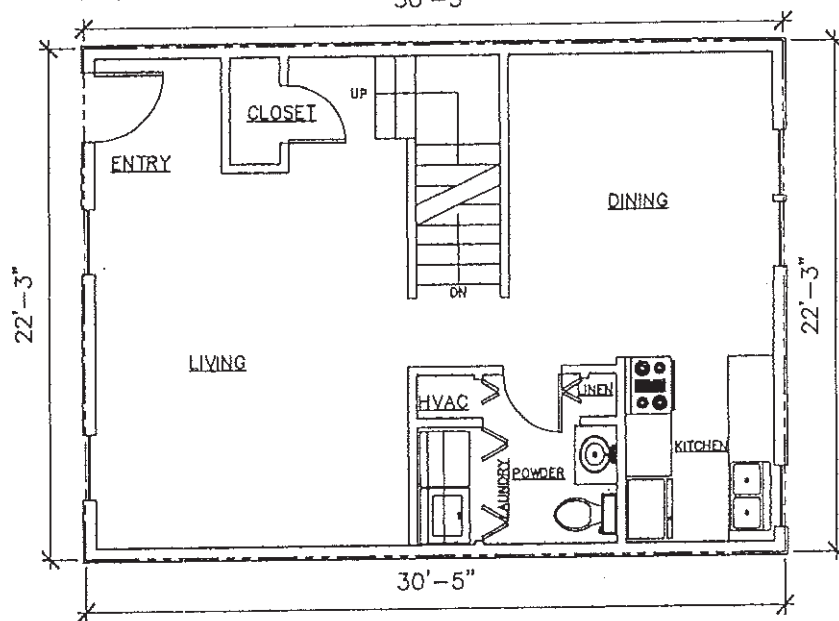
IMPORTANT NOTE:

This floor plan and the dimensions and square footage calculations shown hereon are only approximations.

Any Unit Owner who is concerned about any representations regarding this floor plan should do his/her own investigation as to the dimensions, measurements and square footage of the Unit.

Dimensions shown are within normal, accepted construction tolerances.

Interior walls/partitions as shown, are schematic representations only.



HIGHGATE
at
SANDY SPRINGS
CONDOMINIUM

6900 Roswell Road
Fulton County
Atlanta, Georgia 30328

UNIT TYPE
"D-1"
BASE ORIENTATION
1,790 SF

SCALE 1/8"

HDH
HDH PARTNERS, INC.

Architectural Programs
&
Real Estate Due Diligence

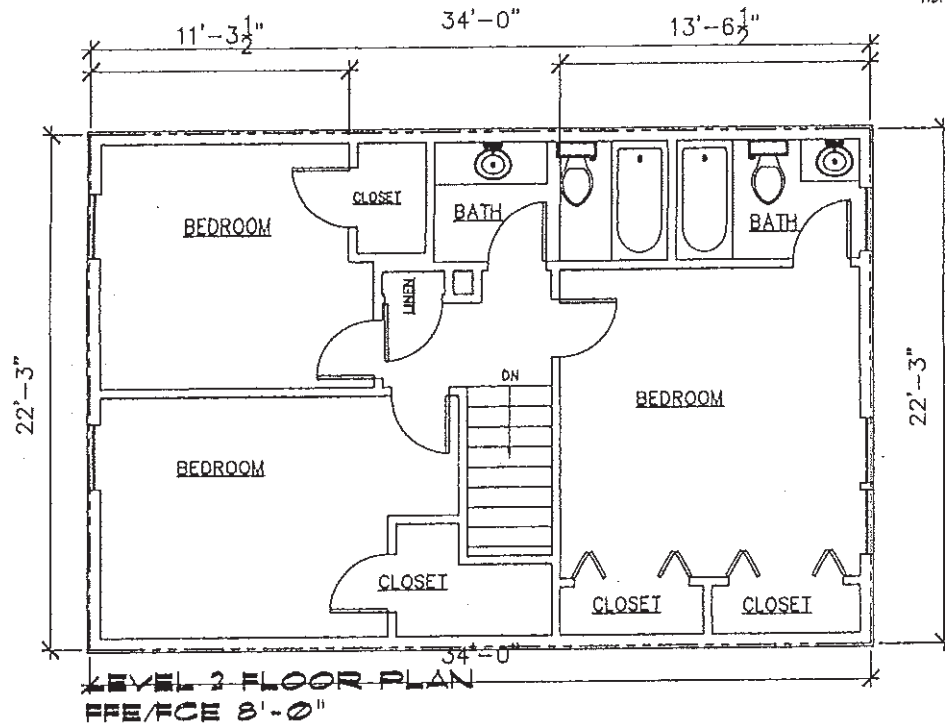
121 Old Dawson Village Road
Building 300
Dawsonville, Georgia 30534

T 706.579.2449 F 706.579.1649
E rhad@hdhpartners.com

DATE: 10 August, 2005
PROJECT: Condominium Plan
DRAWN: TCH/RPH
CHECKED: AAB/RPH
ISSUE: Record 1

DRAWING: OF:

D-1



THIS PLAN
OCCURS IN THE
FOLLOWING
UNITS:

E1
E3
K1
K3
P1
P3
P5
P7

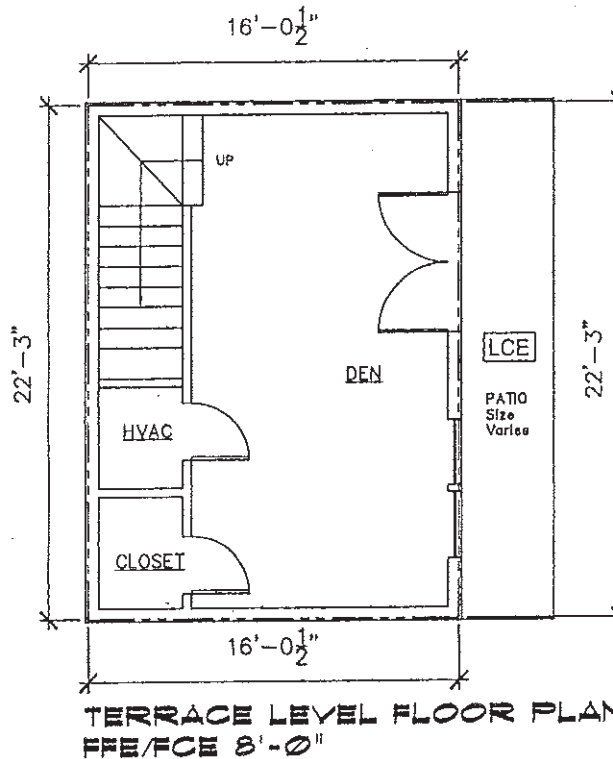
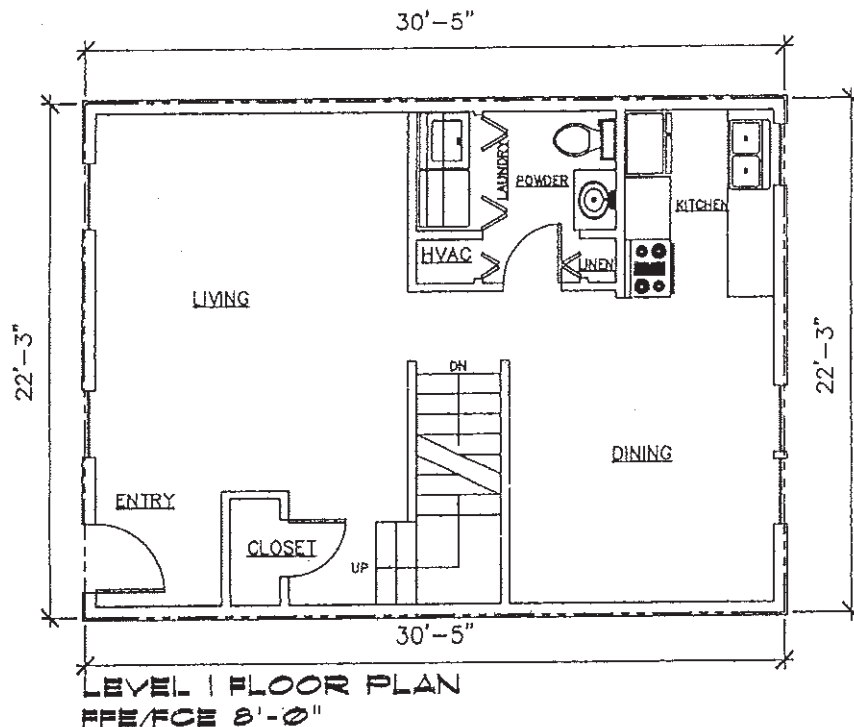
IMPORTANT NOTE:

This floor plan and the dimensions and square footage calculations shown hereon are only approximations.

Any Unit Owner who is concerned about any representations regarding this floor plan should do his/her own investigation as to the dimensions, measurements and square footage of the Unit.

Dimensions shown are within normal, accepted construction tolerances.

Interior walls/partitions as shown, are schematic representations only.



**HIGHGATE
at
SANDY SPRINGS
CONDOMINIUM**

6900 Roswell Road
Fulton County
Atlanta, Georgia 30328

UNIT TYPE
"D-2"
INVERTED
1,780 SF

SCALE 1/8"

HDH
HDH PARTNERS, INC.

Architectural Programs
&
Real Estate Due Diligence

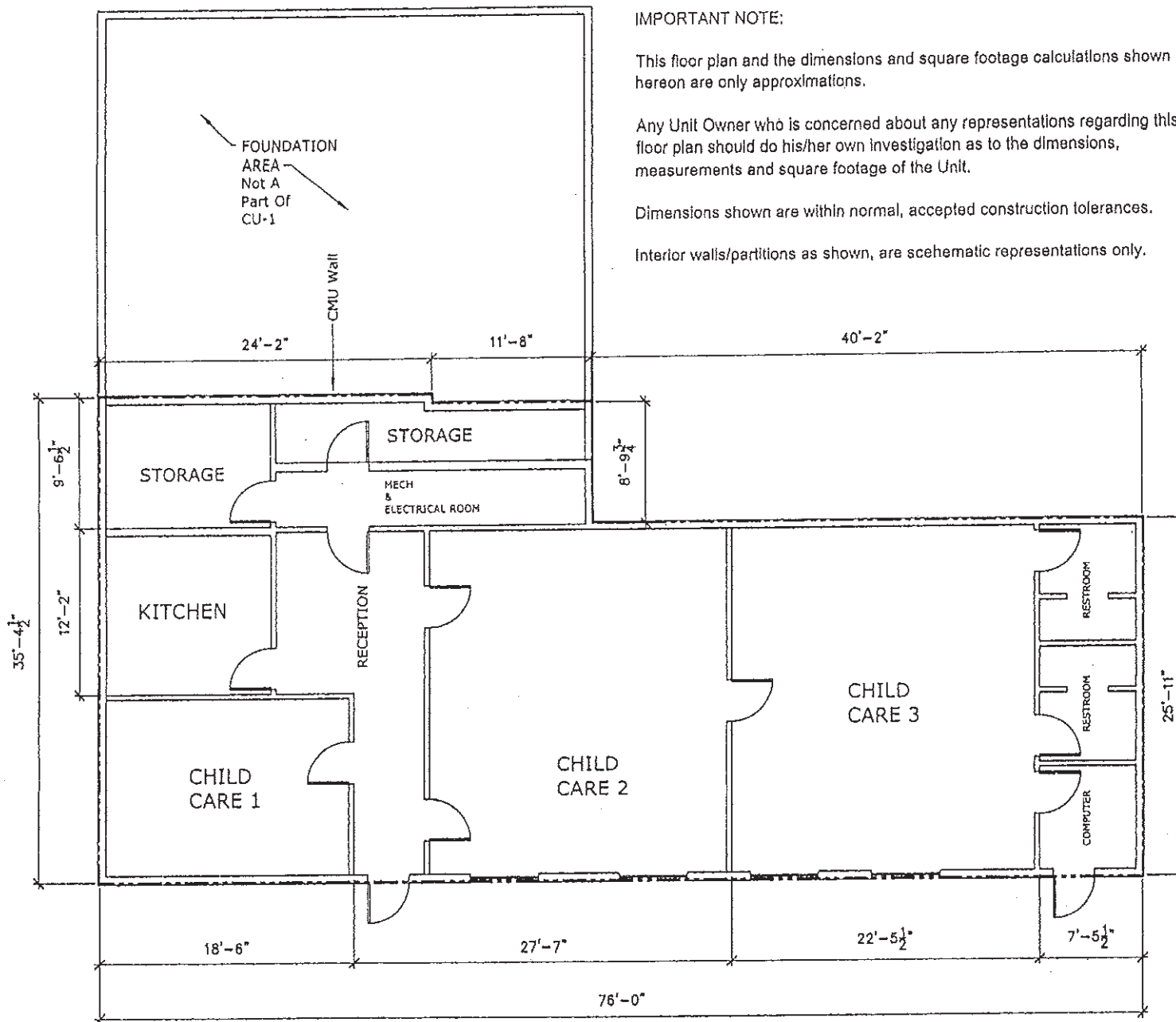
121 Old Dawson Village Road
Building 300
Dawsonville, Georgia 30534

T 706.579.2449 F 706.579.1649
E rhad@hdhpartners.com

DATE: 10 August, 2005
PROJECT: Condominium Plan
DRAWN: TCH/RPH
CHECKED: AAB/RPH
ISSUE: Record 1

DRAWING: OF:

D-2



IMPORTANT NOTE:

This floor plan and the dimensions and square footage calculations shown hereon are only approximations.

Any Unit Owner who is concerned about any representations regarding this floor plan should do his/her own investigation as to the dimensions, measurements and square footage of the Unit.

Dimensions shown are within normal, accepted construction tolerances.

Interior walls/partitions as shown, are schematic representations only.

HIGHGATE at SANDY SPRINGS CONDOMINIUM

6900 Roswell Road
Fulton County
Atlanta, Georgia 30328

UNIT TYPE
"CU-1"
COMMERCIAL UNIT
2,301 SF

SCALE 3/32"

HDH
HDH PARTNERS, INC.

Architectural Programs
&
Real Estate Due Diligence

121 Old Dawson Village Road
Building 300
Dawsonville, Georgia 30534

T 706.579.2449 F 706.579.1649
E rhad@hdhpartners.com

DATE: 10 August, 2005
PROJECT: Condominium Plan
DRAWN: TCH/RPH
CHECKED: AAB/RPH
ISSUE: Record 1

DRAWING: OF:

CU-1

FLOOR PLAN - FFE/FCE 8'-0"

