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DECLARATION OF CONDOMINIUM

FOR

764 MEMORIAL, A RESIDENTIAL CONDOMINIUM

THIS INSTRUMENT ESTABLISHES THE CONDOMINIUM FORM OF OWNERSHIP FOR THE PROPERTY DESCRIBED HEREIN PURSUANT TO THE GEORGIA CONDOMINIUM ACT, O.C.G.A. SECTION 44-3-70, *ET SEQ.* CONDOMINIUM PLAT RECORDED AT CONDOMINIUM PLAT BOOK 27, PAGES 26 AND 27, FULTON COUNTY, GEORGIA LAND RECORDS. CONDOMINIUM PLANS FILED IN CONDOMINIUM FLOOR PLAN BOOK 73, PAGE 70, ET SEQ., FULTON COUNTY, GEORGIA LAND RECORDS.

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DECLARATION OF CONDOMINIUM

FOR

764 MEMORIAL, A RESIDENTIAL CONDOMINIUM

THIS DECLARATION is made by **742 MEMORIAL, LLC**, a Georgia limited liability company (hereinafter called the "Declarant").

W I T N E S S E T H

WHEREAS, Declarant is the fee simple owner of that certain tract or parcel of land lying and being in Land Lot 20 of the 14th District, Fulton County, Georgia, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, hereinafter called the "Property"; and

WHEREAS, certain improvements have been constructed on the Property as shown on the Plat and the Plans (as such terms are herein defined); and

WHEREAS, Declarant has duly incorporated 764 Memorial Residential Condominium Association, Inc. as a nonprofit membership corporation under the laws of the State of Georgia; and

WHEREAS, the Property is a portion of the property designated as the Residential Master Unit of 764 Memorial Master Condominium and all Limited Common Elements assigned to said Residential Master Unit, all as more particularly described in that certain Master Declaration (as that term is defined below); and

WHEREAS, the Declarant desires to submit the Property to the condominium form of ownership pursuant to the provisions of the Georgia Condominium Act, as the same is in effect on the date hereof (O.C.G.A. Section 44-3-70, *et seq.*), and the terms and conditions hereinafter set out to create a residential subcondominium of 764 Memorial Master Condominium pursuant to O.C.G.A. Section 44-3-117.

NOW, THEREFORE, the Declarant does hereby make, declare and publish its intention and desire to submit, and does hereby submit the Property to the condominium form of ownership pursuant to, subject to and in accordance with the provisions of the Georgia Condominium Act and the covenants, restrictions and easements hereinafter set forth. By virtue of the recording of this Declaration, said property shall be held, sold, transferred, conveyed, used, occupied and mortgaged or otherwise encumbered subject to provisions of the Georgia Condominium Act and the covenants, conditions, restrictions, easements, assessments and liens set forth in this Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the real property subject to this Declaration, shall be binding on all Persons having any right, title or interest in all or any portion of the real property subject to

this Declaration, their respective heirs, legal representatives, successors, successors-in-title and assigns, and shall be for the benefit of all owners of the property subject to this Declaration.

Article 1

Name

The name of the condominium is **764 MEMORIAL 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 764 Memorial Residential Condominium Association, Inc., filed with the Secretary of State of Georgia, as amended from time to time.

2.3 Association means 764 Memorial 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 Building or Buildings means any structure located within the Master Condominium which contains a portion of the Condominium.

2.6 Building Systems means all portions of the Master Condominium that are utilized to transfer, transport and/or transmit utilities and services to all or any portion of the Condominium, including, without limitation, for ducts, conduits or other utility, fire safety, property monitoring or similar facilities for water, air, ventilation, smoke evacuation, fire safety/sprinkling (including stand pipes, fire pumps and control valves, fire control and enunciator panel(s) and related facilities), emergency generator, air conditioning (including refrigerant lines, chilled water lines, electric lines, thermostatic control lines and related facilities), natural gas, steam, electricity, energy, drainage, sewage, communications, property monitoring, utilities and all conduit, raceways, ducts, pipes, wires, and other pathways relating to any of the foregoing (including, without limitation, closed circuit television lines, high speed internet lines and fiber optic cable lines).

2.7 Bylaws means the Bylaws of 764 Memorial Residential Condominium Association, Inc., attached to this Declaration as Exhibit "C" and incorporated herein by this reference.

2.8 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.

2.9 Common Expenses means the expenses incurred or anticipated to be incurred by the Association for the general benefit of the Condominium, including, but not limited to, those expenses incurred for maintaining, repairing, replacing and operating the Common Elements, including the Limited Common Elements, and incurred as provided in the Master Declaration.

2.10 Community-Wide Standard means the standard of conduct, maintenance or other activity generally prevailing within the Condominium. Such standard may be more specifically determined by the Board and the ACC.

2.11 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, 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.

2.12 Condominium Instruments means this Declaration and all exhibits to this Declaration, including the Bylaws, the Articles of Incorporation, the rules and regulations of the Association, and the Plats and Plans, all as may be supplemented or amended from time to time.

2.13 Declarant means **742 MEMORIAL, LLC**, a Georgia limited liability company and its successors, successors-in-title and assigns; provided that, in an instrument of conveyance to or any other document involving any such successor-in-title or assign, such successor-in-title or assign is designated as "Declarant" hereunder by the grantor/maker of such conveyance or document, which grantor/maker shall be "Declarant" hereunder at the time of such conveyance or execution of such document; provided, further, upon such designation of such successor Declarant, such rights of the former Declarant in and to such status as "Declarant" hereunder shall cease. The termination or earlier surrender of Declarant's rights to appoint and remove officers of the Association pursuant to this Declaration and/or the Bylaws shall not terminate or alter the status of the above-referenced entity and its successors and assigns as the Declarant hereunder or divest the Declarant of other rights specifically reserved to the Declarant herein.

2.14 Development Period means the period of time during which the Declarant, or an affiliate, parent or subsidiary of Declarant, owns any portion of the Condominium or has any outstanding warranty obligations related to the Condominium; provided, however, the Development Period shall not terminate except as may be provided herein. The Declarant may,

but shall not be obligated to, unilaterally relinquish its rights under this Declaration and terminate the Development Period by recording a written instrument to that effect in the Fulton County, Georgia land records.

2.15 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.

2.16 Life Safety Systems means those portions of the Master Condominium utilized or otherwise available for the personal safety of individuals within the Condominium, including, without limitation, any pumps, control valves, smoke alarms, horns, strobes, emergency lighting, smoke evacuation or exhaust systems, sprinklers, firemen's control or enunciator panels, call boxes, emergency generators shared by the Owners and other related improvements, devices and equipment and all utilities, wiring, sensors or service lines connected thereto.

2.17 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.

2.18 Master Association means 764 Memorial Master Condominium Association, Inc., a Georgia nonprofit corporation, its successors or assigns, as established pursuant to the Master Declaration, the members of which shall be Owner(s) of Master Unit(s) as provided in the Master Declaration.

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

2.20 Master Condominium 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 Declarant means the declarant under the Master Declaration as that term is defined therein, being 742 Memorial, LLC, a Georgia limited liability company and its successors, successors-in-title and assigns.

2.22 Master Declaration means that certain Master Declaration of Condominium for 764 Memorial, a Master Condominium, recorded contemporaneously herewith, at Deed Book 60748, Page 658, *et seq.*, Fulton County, Georgia records as may be supplemented and 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.

2.23 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, including, but not limited to, a transfer or conveyance of fee title for such purpose.

2.24 Mortgagee means the holder of any Mortgage.

2.25 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.

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

2.27 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.

2.28 Plans means the floor plans of each Unit 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.

2.29 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.

2.30 Total Association Vote means the votes attributable to the entire membership of the Association (including votes of Declarant) as of the record date 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 as of the record date for such action (including votes of Declarant and 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.

2.31 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 20 of the 14th District, 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 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. 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. The Plat and Plans are incorporated herein by this reference as fully as if the same were set forth in their entirety herein. The Declarant has the right to file additional Plats and Plans describing Units and may revise and re-record the Plat and Plans as hereinafter provided. During the Development Period, Declarant reserves the right, but shall have no obligation, to make improvements and changes to all or part of the Common Elements and the Units owned by Declarant or its affiliates (other than changes to the location of Unit boundaries unless expressly permitted herein), including, without limitation, addition and realignment of parking spaces, renovation and installation of changes to utility systems and facilities, rearrangement and installation of security and refuse facilities, work relating to Building exteriors, extension of the drives and utility lines and pipes located on the Condominium, renovations and alteration of common mail facilities, if any, renovation, rearrangement and installation of fountains, decorative features, or signage.

Article 4

Units and Boundaries; Common Elements; Limited Common Elements

4.1 Units. The Condominium is divided into twenty nine (29) Units, the Limited Common Elements appurtenant to those Units and the Common Elements. Each Unit consists of a residential dwelling 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:

4.2 Horizontal Boundaries. The lower horizontal boundary of each Unit shall be the plane formed by the upper unfinished surface of the concrete slab or, if floor framing, the lowermost surface of the subflooring, forming the subfloor of the lowermost floor of such Unit, with the finish flooring, underlayment and, in the case of floor framing, the subflooring constituting part of the Unit, and with the slab and floor joists, if any, constituting part of the Common Elements. The upper horizontal boundary of each Unit shall be the plane formed by the uppermost, unexposed surface of the wall board or other material comprising a part of the ceiling enclosing the uppermost stories of the Unit, if constituting a frame ceiling, or, if an exposed structure ceiling, the lowermost surface of the concrete slab or other material forming the ceiling, with the drywall, lath and plaster, wallboard, ceiling tile or other material comprising the ceiling, including, without limitation, the panels, parcel grid and support system associated with a suspended ceiling, constituting a portion of the Unit, and all structural beams and joists and/or concrete slabs above the uppermost stories of the Unit constituting Common Elements. The upper and lower horizontal boundaries of each Unit shall be extended to their intersections with the vertical boundaries of the Unit.

4.3 Vertical Boundaries. The vertical boundaries of each Unit shall be the interior face of the wall framing (or, if exposed brick or other masonry, the interior face of the wall surface) of the outer walls of the Unit separating the Unit from a portion of the Common Elements located on the floor on which the Unit is located in a Building or any portion of a Building not included in the Condominium. With respect to common walls between Units, the vertical boundary of the Units served thereby shall be the centerline of such wall. The vertical boundaries shall include the plaster, sheetrock or wallboard or other material comprising the walls of the Unit and shall be extended to their intersections with each other and the upper and lower horizontal boundaries of the Unit.

4.4 Attachments. A Unit shall include any and all attachments to the exterior walls of a Unit which are a part thereof, which protrude beyond said boundaries. Each Unit shall also include all Building Systems and Life Safety Systems and any other chutes, flues, ducts, conduits, wires, bearing walls, bearing columns, or any other apparatus, including, without limitation, any elevator system (including, but not limited to elevators, elevator shafts, elevator lobbies and all related mechanical and electrical systems), which serve the Unit exclusively. If any Building System or Life Safety System or any chutes, flues, ducts, conduits, wires, bearing walls, bearing columns, or any other apparatus, lies partially within and partially outside the designated boundaries of a Unit, any portions thereof serving only that Unit shall be deemed a part of that Unit, and any portions thereof serving more than one (1) Unit or any portion of the Common Elements or any portion of the Building not included in the Condominium, except as specifically provided herein, shall be deemed a part of the Common Elements. Garage doors, entry doors and door systems and exterior glass surfaces and related installation and operation systems, including, but not limited to, windows and window systems, skylights and skylight systems and glass doors and door systems, serving a Unit shall be included within the boundaries of the Unit. Heating and/or air conditioning systems (including furnaces, compressors, components, pipes, wire, conduits, ducts, and the like), all duct work for such heating and/or air conditioning systems, appliances and plumbing fixtures and any other portion of the Building System or Life Safety System serving a single Unit, including any part of any such system located outside the boundaries of the Unit, shall be part of the Unit.

In interpreting deeds and Plans, the existing physical boundaries of a Unit as originally constructed or reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries rather than the metes and bounds legal description expressed in any deed or plan, regardless of settling or lateral movement of the 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.

4.5 Subdivision and Partition of Units; Relocation of Boundaries. In accordance with the provisions of the Act (Section 44-3-91) and with the written consent of the Declarant during the Development Period and, thereafter, with the written consent of the Board of Directors, the boundaries between adjoining Units may be relocated from time to time; provided, however, the Declarant or the Board, as the case may be, may withhold consent for such relocation of boundaries for any reason. 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. Declarant and the Board, as the case may be, have the right and authority to approve or disapprove any application for partition and/or relocation of boundaries of a Unit hereunder; provided, however, during the Development Period, it shall be mandatory that the Board approve any such application upon request made by the Declarant. Partition and/or relocation of boundaries of Units other than as provided in this Section is prohibited. No Unit shall be subdivided for the purpose of creating two (2) or more Units therefrom. Notwithstanding anything herein to the contrary, (i) the Declarant shall have the right to relocate boundaries between Units owned by the Declarant or its affiliates without the approval of the Association, the Board or any other Person or group, and the Board shall take such steps as may be necessary to have the required amendment(s) to the Declaration executed on behalf of itself and the Association, if and as necessary; and (ii) the Declarant shall have the right in accordance with the provisions of the Act (Section 44-3-92) to subdivide a Unit or Units owned by the Declarant or its affiliates without the approval of the Association, the Board or any other Person or group, and the Board shall take such steps as may be necessary to have the required amendment(s) to the Declaration executed on behalf of itself and the Association, if and as necessary. In the event that any Unit is subdivided by Declarant 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.

4.6 Common Elements. The Common Elements consist of all portions of the Condominium not located within the boundaries of a Unit, which Common Elements include, but are not limited to, 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, and certain utilities; roofs; fences; paved areas; common drives and parking areas and lighting for the same; landscaping and entry features, if any; any Building System or Life Safety System or any other chute, flue, duct, conduit, wire, pipe or other apparatus serving more than one (1) Unit or any portion of the Common Elements; and bearing columns and structural columns that support more than one (1) Unit or any portion of the Common Elements. Pursuant to Section 44-3-78 of the Act, each Unit is allocated an undivided interest in the Common Elements as set forth on Exhibit "B"; such undivided interest being determined by dividing the gross heated square footage of a particular Unit by the gross heated square footage of all Units within the Condominium. The undivided interest may be expressed as a fraction or a percentage. The Common Elements shall remain undivided, and no Owner nor 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, Occupant and the Association may use the Common Elements for the purposes for which they are intended, but no such use shall encroach upon the lawful rights of the other Owners or Occupants.

4.7 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:

(i) any entry, landing, hallway, porch, balcony, stairs, entryway, breezeway or walkway, if any, serving one (1) or more Units, but less than all Units, is assigned as a Limited Common Element to the Unit(s) so served;

(ii) the portion of the Common Elements on which there is located any portion of any Building System or Life Safety System or any chute, flue, duct, conduit, wire, pipe or any other apparatus from such system) exclusively serving one (1) or more Units, but less than all Units is assigned as a Limited Common Element to the Unit(s) so served;

(iii) any portion of any Building System or Life Safety System or any chute, flue, duct, conduit, wire, pipe or any other apparatus from such system) which serves more than one (1) Unit, but less than all Units, is assigned as a Limited Common Element to the Units so served;

(iv) any mailbox or mailbox area serving one (1) or more Units, but less than all Units is assigned as a Limited Common Element to the Unit(s) so served;

(v) any shutter, awning, window box or other apparatus described in Section 44-3-75(a) of the Act designed to serve a single Unit shall be a Limited Common Element appertaining to that Unit exclusively; and

(vi) any parking area(s) assigned to a Unit, as set forth on Exhibit "D," 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 initially assigned or reassigned by amendment to this Declaration as provided in Section 4.7(b) below.

(b) Assignment and Reassignment. The Board, 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 provided, however, during the Development Period, the written consent of the Declarant shall be required prior to any such assignment or reassignment. The Board has the right and authority to approve or disapprove any such application; provided, during the Development Period, it shall be mandatory that the Board approve any such application upon request made by the Declarant. 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 on behalf of the Association, without need for a membership vote, which amendment shall be 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.

Parking spaces may be assigned to a Unit for the exclusive use of such Unit's Owner or Occupant. The Board of Directors shall have the right, but not the obligation to assign parking spaces appurtenant to Units by recording an amendment to this Declaration in accordance with the procedure set forth above; provided, however, the Declarant expressly reserves the right to unilaterally amend Exhibit "D" to the Declaration to assign or reassign parking spaces appurtenant to a particular Unit without the consent of the Association or any Unit Owner or Mortgagee. Notwithstanding anything to the contrary herein, during the Development Period, Declarant shall have the right, but not the obligation, to lease or sell to Unit Owners one (1) or more parking spaces. The proceeds of the lease or sale of parking spaces shall belong to the Declarant.

(c) Relocation by Declarant. Notwithstanding anything herein to the contrary, during the Development Period, Declarant and/or Master Declarant may, without need for a membership vote or for the consent of any Owner affected thereby, relocate and/or reconfigure all or any Limited Common Element within the Condominium, including, without limitation, any Limited Common Element parking area; provided, however, no such relocation or reconfiguration shall materially adversely affect any such Owner of a Unit to which such Limited Common Element was assigned without the consent thereof.

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 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. Each Owner shall be entitled to cast one (1) vote for each Unit in which such Owner holds the interest required for membership, which vote shall be weighted in accordance with the percentage of undivided interest in the Common Elements appurtenant to the Unit as more particularly described on Exhibit "B" hereto. When more than one (1) Person holds an ownership interest in a Unit, the vote for such Unit shall be exercised as those Owners themselves determine and advise the Secretary prior to any meeting or referendum. The vote attributable to a Unit shall be suspended in the event more than one (1) Person seeks to exercise it. No Owner, whether one or more Persons, shall have more than one membership per Unit. The Board of Directors may suspend the voting rights of an Owner for any period during which any past due assessment against any Unit of the Owner remains unpaid; and, for a reasonable period of time for an infraction of the Declaration, Bylaws or rules and regulations. Nothing in this Section shall restrict the number of votes cast or the number of the officers and directors appointed by the Declarant.

5.2 Allocation of Liability for Common Expenses. Except as otherwise provided herein, 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. 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. 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; provided however, that the written consent of Declarant shall be required during the Development Period;

(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 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;

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

(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, insurance requirements, and to collect deposits for use of any trash receptacle, if any, and 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; to establish reasonable rules and regulations associated with any such move from time to time, including without limitation, rules regarding use of the private streets, drives and parking areas in the Condominium for the same; 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 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; costs for repair of damage to the Condominium due to or as a result of moving such items and/or for the removal of any rubbish, trash, garbage or other debris resulting therefrom may be deducted from 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, with the consent of the Declarant during the Development Period but 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 or any other portion of the Building Systems and/or Life Safety Systems 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) with the consent of the Declarant during the Development Period, to close permanently or temporarily any portion of the Common Elements (except for the Limited Common Elements, any Common Elements the use of which is reasonably necessary for access to or egress from a Unit, and any portion of the Common Elements over, on or upon which the Declarant, the Master Declarant or the Master Association has an easement except with the consent thereof, respectively) 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. Any portion of the Common Elements which has been permanently closed may be reopened by the sole action of the Declarant during the Development Period and, following the termination of the Development Period, by action of the Board or by the vote of members holding a majority of the Total Association Vote cast at a duly called special or annual meeting. Notwithstanding the above, 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;

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

(p) to appoint a Voting Delegate to the Master Association and such other representatives as the Board may determine to be necessary to represent the Condominium in accordance with the Master Declaration and Master Bylaws.

6.2 Powers of the Master Association Relating to the Association. The Master Association shall have the authority to order cessation of any action taken or to veto any action contemplated to be taken by the Association which the board of directors of the Master Association reasonably determines to be adverse to the interests of the Master Association or its members. The Master Association shall also have the authority to require the Association to take specific action in connection with its obligations and responsibilities hereunder, under the Master Declaration or under any other covenants or instruments affecting the Condominium. Without limiting the generality of the foregoing, the Master Association may require specific maintenance or repairs or aesthetic changes to be effectuated by the Association, may require that a proposed budget include certain items and that expenditures be made therefor and may veto or cancel any contract providing for maintenance, repair or replacement of any portion of the Condominium.

The Association, upon receipt of written notice from the Master Association, shall take any action required to be taken by the Association pursuant to this Section. Such action shall be taken within the time frame set forth in such written notice. If the Association fails to comply with the requirements set forth in the notice, the Master Association shall have the right to effect such action on behalf of the Association and shall assess any expenses incurred in connection with the foregoing against the Association in the manner provided in the Master Declaration. Such assessments may be collected as a specific assessment thereunder and shall be subject to all lien rights provided for therein.

6.3 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 (as that term is defined in the Master Declaration), and rules and regulations of the Association 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.

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 sums lawfully assessed by the Association against any Unit Owner or Unit, whether for the share of the Common Expenses pertaining to that Unit, for fines, or otherwise, including without limitation, 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 quarterly installments due on the first day of each quarter 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.

Notwithstanding anything contained herein to the contrary, pursuant to Section 44-3-80(d)(2) of the Act, for a period of twenty-four (24) months after the date this Declaration is initially recorded, or for such longer period as may be permitted by the Act, Declarant may be exempt from paying assessments for Common Expenses assessed against any unoccupied Units owned by the Declarant (the "Exemption Period"); provided, however, if Declarant elects to exercise its right to become exempt from the obligation to pay assessments as provided above:

(a) during the Exemption Period, the Declarant shall pay Common Expenses incurred by the Association which exceed the amounts assessed for Common Expenses against other Unit Owners within the Condominium, and (b) during the Exemption Period, no portion of the payment collected from Unit purchasers or Owners for capital contributions, start-up funds, initiation fees, contributions to capital reserves and assessments for reserves for deferred maintenance, depreciation or other reserves of any kind, if any, may be used for the payment of Common Expenses.

7.3 Delinquent Assessments. All assessments and related charges not paid on or before the due date 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:

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

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

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

(iv) 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 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, the Association, acting through the Board, may institute suit to collect all amounts due pursuant to the provisions of this Declaration, the Bylaws, the Act, and Georgia law and/or suspend the Owner's right to vote in all matters coming before the Association, in which case such 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 right to use and enjoy the Common Elements; 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 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, upon ten (10) days written notice, the Association, acting through the Board, may suspend any utilities and services to the Unit paid for as a Common Expense, except as expressly 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) 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 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 Two Hundred and No/100 Dollars (\$200.00) 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).

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. 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 Capitalization of Association. Upon each and every transfer of title to a Unit to a new Owner other than the Declarant or an affiliate of Declarant, 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 purchaser of the Unit at closing and disbursed to the Association; or, if not collected at closing, paid immediately upon demand by the Association. If Declarant elects to exercise its right to become exempt from the obligation to pay assessments as provided above, the Association may not use the working capital funds collected hereunder during the Exemption Period. Thereafter, the Association may use the funds for any purpose, 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.

7.7 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 thirty (30) 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 and, during the Development Period, the Declarant; 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; provided, further, that any increase in the budget and the assessment which constitutes a monthly maintenance fee increase in excess of the percentage equal to the annual rate of inflation as measured by the Consumer Price Index for All Urban Consumers for the immediately preceding twelve (12) month period may be disapproved by Unit Owners holding a majority of the Total Association Vote.

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 thirty (30) 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 considered at annual meetings shall also apply to budgets considered at special meetings. Notwithstanding anything to the contrary herein, the part of the Association budget attributable to assessments levied pursuant to the Master Declaration may be disapproved only as provided for in the Master Declaration.

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 utilities, cleaning and janitor services, trash and recycling removal, landscape maintenance, termite bond, water usage and other utility 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.

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 Master Association Assessment. For so long as required pursuant to the Master Declaration, the Association shall collect all assessments and charges levied against the Units within the Condominium by the Master Association 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 Master Association against each individual Unit Owner as provided in the Master Declaration.

7.11 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. 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 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 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 and naming the Association as an additional insured 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. 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.

In addition to the foregoing, the Association shall, upon the written request of an Owner or Owners, attempt to obtain within a reasonable time period thereafter such supplemental insurance coverage pertaining to the Condominium or a Unit or Units thereon as the parties or any of them may request, or as is required due to the use and activity in a Unit or a portion of a Unit, in addition to that insurance coverage obtained and maintained by the Association for the benefit of the Units in accordance with Section 44-3-107 of the Act as described above. Notwithstanding anything herein to the contrary, the incremental premium increase, if any, for such supplemental insurance coverage or any increase in the basic required coverage due to the uses and activities in a Unit or a portion of a Unit together with a reasonable administrative charge, if any, shall be specifically assessed to the Unit(s) benefited by the supplemental insurance coverage or is the cause of the increase in the insurance premium as provided in Section 7.5 hereof.

At least every two (2) years the Board shall 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 to so verify.

In addition to the insurance required above, the Board or the Master Association, as the case may be, 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 and/or desirable 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 prior to the closing of the purchase of a Unit and annually thereafter 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 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 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, per casualty loss covered under any insurance required to be maintained by 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 Owners of Units entitled to cast at least eighty percent (80%) of the Total Association Vote, including the Owner of any damaged Unit and (b) Eligible Mortgagees representing at least fifty-one percent (51%) of the votes of Units subject to a Mortgage held by an Eligible Mortgagee appertain, elect not to proceed with the reconstruction and repair of the structure, the Board or its agent shall arrange for and supervise the prompt repair and restoration of the structure. In the event of substantial damage or destruction, each Eligible Mortgagee 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. 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. Notwithstanding anything to the contrary contained herein, 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 Master 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. Notwithstanding anything herein to the contrary, Declarant shall have no obligation to fund any deficit arising from insufficiency of insurance proceeds.

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." Components 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 applique, 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.

Article 10 Architectural Control

No Owner, Occupant, or any other Person (including, without limitation, the Association) may: (a) make any encroachment onto the Common Elements or Limited Common Elements, (b) relocate boundaries between adjacent Units, (c) make any exterior or interior change, alteration, or construction in or to a Unit (including, without limitation, utility work, alteration or installation of alarms and/or alarm systems), (d) erect, place or post any object, sign, speaker, light, storm door or window, door knob or knocker, artificial vegetation, exterior sculpture, fountains, flags, or thing on the exterior of the Building, in any windows (except window treatments as provided herein), on any Limited Common Elements or on any other Common Elements, or (e) make or perform any construction, change, modification, addition, or alteration to or within a Unit that: (i) involves connecting to or relocating Building Systems, Life Safety Systems or any Common Element pipes, lines, conduits and/or other apparatus for access to common utilities 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 floor or ceiling, without first obtaining the prior written approval of the Architectural Control Committee (the "ACC") as provided in the Master Declaration. In addition to any other requirements in the Master Declaration, any request pursuant to subsections

(e)(i) and (ii) and as may otherwise be required by the ACC shall be accompanied by a report or drawing prepared by a licensed structural engineer showing that compensating measures will be taken to ensure the structural integrity of the Unit, the Building and the Condominium. All building code requirements must be complied with by the Owner or Occupant and necessary permits and approvals secured by the Owner or Occupant for any modifications. Notwithstanding the above, an Owner desiring to make any modifications or alterations to a Unit, regardless of whether such Owner believes that such modifications will affect the Common Elements or structure or load bearing portions of a Unit or Building, must make application to the ACC in order for the ACC to make the determination of whether the ACC's approval is required. Further, all alterations shall also be completed in accordance with the Master Condominium Instruments (as that term is defined in the Master Declaration), which may set forth procedures and restrictions to ensure the structural integrity of the Building is maintained during any such alterations. Notwithstanding the above, Declarant and its affiliates shall not be required to obtain any approvals under this Article. This Article may not be amended during the Development Period without the written consent of Declarant and the written consent of Master Declarant.

Article 11

Use Restrictions

11.1 General. Each Owner and Occupant 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 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, with the consent of Declarant during the Development Period and 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 and the consent of Declarant.

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

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

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

(c) 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, as determined in the Board's discretion; and

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

The Board shall have the sole discretion to determine what, if anything, is unreasonable about a particular business activity.

This Section shall not apply to activities of Declarant or the Association. Leasing of a Unit shall not be considered a trade, business or business activity.

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.

11.5 Use of Limited Common Elements, Balconies, Patios and Terraces. Use of the Limited Common Elements is restricted exclusively to the Owner and Occupants of the Unit to which such Limited Common Elements are assigned. 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. No laundry, garments, towels or objects other than potted plants, electric grills and patio furniture, shall be placed on a deck, patio, balcony or terrace, except as may be authorized by the ACC of the Master Association as provided in Article 10 hereof. Objects shall not be permitted to hang over or be attached to any deck, patio, balcony or porch or to otherwise protrude outside of the vertical plane formed by the exterior surface of a deck, patio, balcony or porch. In addition, the following shall be prohibited subject to prior review and approval in accordance with Article 10 hereof: Placement of any object or thing on or about any deck, patio, balcony or porch; any change, alteration or construction to, on or about any such deck, patio, balcony or porch; penetration or enclosure of any such deck, patio, balcony or porch and any other activity or matter involving any such deck, patio, balcony or porch; provided, however, usual and customary items and activities by the Owner and such Owner's Occupants consistent with this Declaration shall be permitted.

11.6 Number of Occupants. The maximum number of individuals occupying a Unit shall be limited to two (2) people per bedroom in the Unit (as such bedrooms are depicted on the original Plat and Plans). "Occupancy," for purposes hereof, shall be defined as staying overnight in a 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 is a corporation, partnership, limited liability company, trust or other legal entity not being a natural person, the entity shall designate in writing to the Board the name(s) of the individual(s) who will occupy the Unit. The designated individual(s) to occupy the Unit may not be changed more frequently than once every six (6) months.

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 the 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. Noxious, destructive or offensive activity shall not be carried on upon the Condominium. No Owner 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.

All Owners and Occupants acknowledge and understand that the Master Declarant, Declarant and others under Master Declarant's and/or Declarant's direction or consent will be constructing certain portions of the Condominium and adjacent areas that are not part of the Condominium and no such construction or noise associated therewith shall be deemed a nuisance or discomfort pursuant to the terms hereof.

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 shall be parked only in appropriate parking areas serving the Unit or other designated parking areas established pursuant to the Master Declaration or by the Board, from time to time, if any. The Master Association may establish parking rules applicable to Master Condominium, with which Owners and Occupants must comply as provided in the Master Declaration. All parking shall be subject to such further reasonable rules and regulations as the Board may adopt from time to time, including, without limitation, rules limiting the number of vehicles which may be parked at the Condominium and/or rules designating certain parking spaces for the exclusive use of the guests and/or invitees of any or all Owners or Occupants. The term "appropriate parking areas serving the Unit" shall refer to the number of parking spaces of each Unit and the parking space(s) designated as a Limited Common Element appurtenant to a Unit pursuant to the Act and Section 4.7 hereof, if any. Parking spaces may be, but need not be, assigned as Limited Common Elements. 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 and/or invitees, as the case may be. Subject to reasonable rules and regulations of the Association and the Master Association, any parking spaces within the Condominium not assigned to one (1) or more Units as Limited Common Elements may be used on a first come, first served basis; provided however, Owners and Occupants shall park vehicles owned or used on a regular basis by said Owners or Occupants in the garage parking spaces of such Owner's or Occupant's Unit prior to utilizing any of the parking spaces in the Condominium which are not assigned and which are available on a first come, first served basis. No Owner or Occupant may keep or bring onto the Condominium more than a reasonable number of vehicles per Unit at any time, as determined by the Board from time to time. 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. Carports shall not be permitted. Garage doors shall be kept closed at all times, except during times of ingress and egress from the garage. Garages shall be used primarily for parking of vehicles and shall not be used for storage or other purposes. Disabled and/or stored vehicles are prohibited from being parked on the Condominium except in garages, if any. 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 for forty-eight (48) consecutive hours or longer without prior written Board permission. The intent of the foregoing provisions is that the temporary removal of such vehicle from the Condominium to break the continuity of the forty-eight (48) consecutive

hours, as applicable, shall not be sufficient to establish compliance with these restrictions. No towed vehicle, boat, personal watercraft, recreational vehicle, motor home, trailer, motorcycle, minibike, scooter, go-cart, golf cart, commercial vehicle, camper, bus or mobile home shall be parked, kept or stored in the Condominium, except if kept in a garage or other area designated in writing by the Board, if any. Commercial vehicles shall not be permitted on any portion of the Condominium, except if kept in an enclosed garage; 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. No eighteen wheel trucks or the cabs of such trucks or trucks with a load capacity in excess of three-quarters of a ton shall be parked, kept or stored within the Condominium.

Notwithstanding anything to the contrary herein, during the Development Period, Declarant shall have the right, but not the obligation, to lease or sell to Unit Owners one (1) or more parking spaces. The proceeds of the lease or sale of parking spaces shall belong to the Declarant.

If any vehicle is parked 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. The notice shall include the name and telephone number of the person or entity that will do the towing 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 in accordance with the notice, without further notice to the Owner or user of the vehicle.

If a vehicle is parked outside an assigned parking area, in a fire lane, is blocking another vehicle or access to another Unit or Master Unit, is obstructing the flow of traffic, is parked on any sidewalk, landscaped or grassy area, is parked in a space which has been assigned as a Limited Common Element exclusively serving another Unit or Master Unit, or creates a hazardous condition, no notice shall be required and the vehicle may be towed immediately. If a vehicle is towed in accordance with this provision, neither the Master Association, the Association nor any director, officer or agent of either shall be liable to any person for any claim of damage as a result of the towing 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.

11.9 Signs. No signs, advertising posters or billboards of any kind shall be erected, placed, or permitted to remain on the Condominium without the prior written consent of the Declarant, with the exception of the following: (a) one sign identifying the Unit number may be installed on or next to the main entry door of the Unit subject to approval of the size, material, color and location of said sign in accordance with the provisions of Article 10 hereof; (b) one professional security sign not to exceed six inches (6") by six inches (6") in size may be displayed from a window within the Unit; (c) such signs as may be required by legal proceedings; (d) signs erected by Declarant, Master Declarant and their respective affiliates; and (e) signs erected as provided in the Master Declaration or otherwise permitted as expressly provided herein. Any approved sign shall be installed and maintained by the Owner in compliance with the rules and regulations of the Association and the Master Association. Notwithstanding these restrictions, the Declarant shall have the right to enact reasonable rules and regulations governing the general placement of signs on the Condominium. The foregoing restrictions on signs shall not apply to signs erected by the Declarant or Master Declarant. After the Declarant no longer owns any Unit in the Condominium and upon the expiration of the Development Period, the Board of Directors shall have the power and authority to enact rules and regulations under this provision; provided, however, said rules and regulations shall be consistent with the Master Declaration and any rules and regulations promulgated as provided therein.

Notwithstanding anything herein to the contrary, with the consent of Declarant during the Development Period, 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. 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, including, without limitation, regulation of the size and duration of such advertisements. Declarant or the Board, as the case may be, may terminate designation and use of such area(s) entirely at any time, and no property rights therein of any kind are created hereby.

11.10 Window Treatments. Unless otherwise approved in writing by the ACC, all Unit windows shall have window treatments and any portion thereof visible from outside the Unit shall be white or off-white in color. No bed sheets, blankets, towels, black plastic, or otherwise similar type items, or foil or other reflective materials shall be used on any windows for sunscreens, blinds, shades or for any other purpose.

11.11 Firearms and Fireworks. The display or discharge of firearms or fireworks within the Master 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. The term "fireworks" shall include those items as listed in O.C.G.A. Section 25-10-1, as amended.

11.12 Animals. No Owner or Occupant may keep animals, other than a reasonable number of generally recognized household pets, on any portion of the Condominium, all as determined in the discretion of the Board. 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). Dogs must be kept on a leash and be under the physical control of a responsible person at all times while outdoors, except that dogs need not be leashed within an enclosed balcony, deck or patio when attended by a person. Any animal feces left upon the Common Elements 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, rottweillers, 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 the Master Condominium at any time. The Board may require that any animal which, in the Board's opinion, endangers the health 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. 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 Declarant and its affiliates, the Master Association, the Master Declarant and its affiliates, 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.

11.13 Grilling. The use of outdoor grills, except for electric grills, on or in the Condominium, including, without limitation, the balconies, decks and patios, is prohibited.

11.14 Replacing Carpet with Tile or Hardwood Floors. Other than the Declarant, 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 other property 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.

11.15 Transient Use. No transient tenants or Occupants shall be accommodated in a Unit.

11.16 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.

11.17 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.

11.18 Rubbish, Trash, and Garbage. All rubbish, trash, garbage and recycling materials shall be regularly removed from each Unit and shall not be allowed to accumulate therein. No rubbish, trash, garbage or recycling materials shall be placed on the Common Elements, Limited Common Elements or any portion of the Master Condominium, temporarily or otherwise, except in 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 or the Master Association from time to time. Rubbish, trash, and garbage shall be disposed of in sealed bags. Subject to the provisions of the Master Declaration, the Association shall have the right, but not the obligation, to designate and/or contract with one or more private companies for removal of trash and/or recycling for the entire Condominium for the benefit of all Owners and Occupants within the Condominium and include a fee for such service as part of an assessment pursuant to Article 7 of this Declaration. While the removal of normal household trash will be covered by any such contract, additional charges may be incurred for the removal of used appliances or other large items. Any such additional charges incurred by the Association may be specifically assessed against the applicable Unit pursuant to Section 7.5 hereof. In the event no central trash and/or recycling receptacle is designated for use by the Owners, trash and recycling receptacles shall be placed in the area designated by the Board for trash and/or recycling pick up no earlier than 5:00 p.m. the day before pick up and shall be removed within twenty-four (24) hours. Except as otherwise provided herein in connection with pick up of trash and recycling materials, all garbage cans, recycling bins, and other similar items shall be kept and stored in the garage serving the Unit. All Condominium trash and recycling removal shall be subject to the applicable provisions of the Master Declaration and such further rules and regulations as the Board may adopt from time to time.

11.19 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 (50°) degrees 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.

11.20 Antennae. No exterior antenna, receiving dish or similar apparatus of any kind for receiving or transmitting of radio or video signals shall be placed, allowed or maintained on the exterior of the Buildings or on any other Common Elements, without first obtaining the written approval of the Board of Directors; provided, however, no such approval shall be necessary to install within a Unit (a) antennas designed to receive direct broadcast satellite services, including direct-to-home satellite services or to receive or transmit fixed wireless signals via satellite, that are one meter or less in diameter; (b) antennas designed to receive video programming services via broadband radio service or to receive or transmit fixed wireless signals other than via satellite that are one meter or less in diameter or diagonal measurement; or (c) antennas that are designed and intended to receive television broadcast signals. Any antenna, receiving dish or similar apparatus must also be approved as provided in the Master Declaration. Installation of any permitted antenna shall be in accordance with any applicable rules and regulations of the Association and/or the Master Association, subject to the applicable provisions of any rules and regulations of the Federal Communications Commission. Notwithstanding anything herein to the contrary, the Board reserves the right to (but shall not be obligated to) erect any type and size of master antenna, satellite dish or other similar master system for the benefit of the Condominium. Each Owner and Occupant acknowledges that this provision benefits all Owners and Occupants and each Owner and Occupant agrees to comply with this provision even if the erection of a master antenna or similar device or system would not be the most cost-effective way to receive the signals sought to be received.

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

11.22 Alteration of Units. Subject to the other provisions of this Declaration, alterations to the interiors of Units, relocation of the boundaries between adjoining Units, and subdivision of Units are subject to the following restrictions:

(a) Alterations to the Interiors of the Units. In accordance with Section 44-3-90 of the Act, if any Owner acquires an adjoining Unit, such Owner shall have the right (subject to the prior written approval of the ACC as provided in Article 10 hereof, the Mortgagees of the Units involved, and the Declarant during the Development Period) to 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, of any Master Unit or of the Master Condominium 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.

(b) 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 Article 4 of this Declaration.

11.23 Abandoned Personal Property. Personal property, other than vehicles as provided for in Section 11.8 hereof, is prohibited from being stored, kept, or allowed to remain for more than twenty-four (24) hours upon any portion of the Common Elements, without prior written Board permission. If the Board determines that a violation exists, then the Board may cause the personal property to be removed and stored in a location which the Board may determine, and not less than three (3) days after written notice is placed on the front door of the property owner's Unit, if known, the Board may discard and/or dispose of such personal property and the Board shall have no obligation to return or replace such property or reimburse the owner of the property. The notice shall include the name and telephone number of the Person which will remove the property and the name and telephone number of an individual to contact regarding the alleged violation.

The Declarant, its affiliates, the Association and any director, officer, employee or agent of any of the foregoing, shall not 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.

11.24 Compliance with Laws.

(a) General. Each Owner shall each be responsible for complying with all laws, statutes, codes, rules, orders, decrees, ordinances, regulations and requirements now or hereafter enacted or promulgated by the United States of America, State of Georgia, County of Fulton, and any other governmental entity or agency now or hereafter having jurisdiction over the Condominium or any portion thereof, if noncompliance by it with respect to its respective Unit or any part thereof would: (i) subject such Owner, the Association or any other Owner to civil or criminal liability or (ii) jeopardize such Owner's or any other Owner's right to occupy or utilize beneficially its respective Unit or any part thereof or would result in the imposition of a lien against the Unit of the other Owner.

(b) Environmental.

(i) No Owner, lessee, tenant or other Occupant of a Unit or any portion thereof, shall handle, store, deposit, use, process, manufacture, dispose of or release or allow any of its agents, employees, contractors or invitees to handle, store, deposit, use, process, manufacture, dispose of or release any "Hazardous Substance" (as that term is defined below) of any kind from, on, in, under or in the air above any part of such Unit or any other portion of the Condominium, including, but not limited to, any surface waters or groundwater located thereon or into public sanitary sewer systems serving the Unit without complying with all

"Environmental Laws" (as that term is defined below), including, but not limited to performing pre-treatment, obtaining permits and giving notices as required by Environmental Laws.

"Hazardous Substances" shall mean those substances now or hereafter included within (whether as a result of such substance's inclusion on a list, physical characteristics or otherwise) any of the definitions of "hazardous substances", "hazardous waste", "hazardous materials", "pollutant", "contaminant" or "toxic substance" under or otherwise regulated by, any Environmental Laws; including, but not limited to (A) mixtures containing listed Hazardous Substances and waste generated from the treatment, storage or disposal of Hazardous Substances, (B) asbestos, (C) polychlorinated biphenyls, (D) radioactive materials and (E) petroleum (including crude oil or any fraction thereof), natural gas, natural gas liquids, liquefied natural gas and synthetic gas.

"Environmental Laws" shall mean and include all present and future federal, state or local laws, rules orders ordinances and regulations pertaining to environmental regulation or the use, processing, storage disposal, generation or transportation of Hazardous Substances or any contamination, cleanup or disclosure related thereto, including, but not limited to, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §9601 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq. and such regulations as may be promulgated with respect thereto, including, but not limited to the regulations contained in 40 CFR Part 280. Notwithstanding the above, this prohibition shall not apply to the presence, use, or storage on the Condominium of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal maintenance of the property (including, but not limited to, hazardous substances in consumer products).

(ii) Each Owner and Occupant of a Unit or portion thereof shall be responsible for and shall pay all costs and expenses related to the disposal or release by such Owner, lessee, tenant, Occupant or other user of such Unit of any Hazardous Substances, sewage or wastes of any kind in, on, under or in the air above such Unit or in any other portion of the Condominium, which costs and expenses shall include, but not be limited to, closure, removal, remediation, cleanup, containment and other response costs, injuries to persons, damages to property, legal expenses and interest paid to any governmental entity.

(iii) No Owner, lessee, tenant, or other Occupant of a Unit or any portion thereof, shall handle, store, deposit, use, process, manufacture, dispose of or release or allow any of its agents, employees, contractors or invitees to handle, store, deposit, use, process, manufacture, dispose of or release any explosives, or any flammable, odorous, noxious, corrosive, or pollutant materials or any other goods that would cause danger or nuisance to a Unit or any portion of the Condominium. Furthermore, storage areas located within a Unit or any Building shall not be used for any purposes unlawful or contrary to any ordinance, regulation, fire code, or health code.

(iv) The provisions of this subparagraph do not affect the rights, liabilities or obligations of any Person under Environmental Laws or other applicable laws, except as may otherwise be expressly provided herein.

(c) Owner's Indemnity. Each Owner (hereinafter referred to as the "Indemnifying Owner") covenants and agrees, at its sole cost and expense, to indemnify and hold harmless each other Owner, the Association, Declarant, the Master Association, Master Declarant and the Owners of any Master Unit (as that term is defined in the Master Declaration) (hereinafter referred to collectively as the "Indemnitee") from and against any and all actions or proceedings arising therefrom, by or on behalf of any Person, firm, corporation or governmental authority, other than the Indemnitee, arising from the Indemnifying Owner's use, possession or management of the Indemnifying Owner's Unit or activities therein or arising out of the Indemnifying Owner's use, exercise or enjoyment of the easements and licenses granted hereunder and from and against all costs, reasonable attorney's fees actually incurred, expenses and liabilities incurred with respect to any such claim, action or proceeding arising therefrom. In case any action or proceeding is brought against the Indemnitee by reason of any such claim, Indemnifying Owner, upon notice from Indemnitee, covenants to resist or defend such action or proceeding with attorneys reasonably satisfactory to Indemnitee. Any counsel for the insurance company providing insurance against such claim, action or proceeding shall be presumed reasonably satisfactory to Indemnitee.

11.25 Move-In/Move-Out; Deliveries. 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. All such moves shall be subject to such reasonable rules and regulations adopted by the Board from time to time pursuant to Section 6.1 of this Declaration, which may include without limitation, compliance with established criteria regarding movers and/or moving and delivery companies, payment of refundable and/or non-refundable deposits related to the move, and compliance with the allowable timeframes for any such move. 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.

11.26 Leasing. In order to protect the equity of the individual Members, to carry out the purpose for which the Association was formed by preserving the character of the Condominium as a homogenous residential community of predominantly owner occupied homes and by preventing the Condominium from assuming the character of a renter occupied neighborhood, and to comply with the eligibility requirements for financing in the secondary mortgage market insofar as such criteria provide that the project be substantially owner occupied, leasing of Units shall be governed by the restrictions imposed by this Article. Except as provided herein, the leasing of Units shall be prohibited.

A. Definitions.

(i) Leasing: means regular, exclusive occupancy of a Unit by any person(s) other than the Owner for which the Owner received any consideration or benefit, including, but not limited to, a fee, rent, gratuity or emolument. For purposes hereof the following shall not constitute leasing: (a) occupancy by a roommate of an Owner Occupant; (b) occupancy by a member of the Owner's family, (c) occupancy by one or more wards if the Unit is owned by their

legal guardian, or (d) occupancy by one or more beneficiaries of a trust if the Unit is owned in trust by the trustee.

(ii) Open Leasing Status. Any Unit that is designated as being in "Open Leasing Status" shall authorize a Unit to be leased at any time. For purposes of this Section only, a lease shall continue, regardless of extensions or renewals, for so long as the existing lessee remains as lessee. The lease shall terminate at such time as the existing lessee ceases to be lessee. Unless so converted to Restricted Leasing Status, a Unit designated as being in Open Leasing Status shall remain in Open Leasing Status until such time as title to the Unit is conveyed or transferred to another person or entity, after which conveyance the Unit shall be converted to Restricted Leasing Status regardless of the continued occupancy by the same lessee unless the new Owner requests that the Unit remain in Open Leasing Status within ninety (90) days of said conveyance. Open Leasing Status may be temporarily conferred upon a Unit as provided hereinafter or may be applied for as provided below.

(iii) Restricted Leasing Status. Any Unit that is designated as being in "Restricted Leasing Status" shall prohibit a Unit Owner from leasing his or her Unit except as may be provided below. All Units shall be in Restricted Leasing Status unless converted to Open Leasing Status as provided in this Section.

B. General. At completion, the Condominium may consist of twenty four (24) Units. No Owner of a Unit in Restricted Leasing Status may lease his or her Unit if twenty five percent (25%) of the Units in the Condominium are in Open Leasing Status, except as provided below for cases of undue hardship. Any Owner of a Unit in Restricted Leasing Status may apply in writing to the Board of Directors for conversion to Open Leasing Status in accordance with rules and regulations promulgated by the Board of Directors. Upon receipt of such written application, the Unit shall be placed at the end of a waiting list for each building for conversion to Open Leasing Status. At such times as less than twenty five percent (25%) of the Units in the Condominium are in Open Leasing Status, the Board shall notify the Owner of the Unit at the top of the waiting list of its conversion to Open Leasing Status, and such Owner shall have ninety (90) days within which to lease the Unit or it shall automatically revert to Restricted Leasing Status. Any Unit in Open Leasing Status shall automatically be converted to Restricted Leasing Status if the Unit is not subject to an approved lease for ninety (90) or more consecutive days.

C. Undue Hardship. Notwithstanding the provisions above, the Board of Directors shall be empowered to allow reasonable leasing of a Unit upon application in accordance with this Article to avoid undue hardship, including, but not limited to the following situations: (1) a Unit Owner must relocate his or her residence outside the Atlanta metropolitan area and cannot, within six (6) months from the date that the Unit was placed on the market, sell the Unit except at a price below the current appraised market value, after having made reasonable efforts to do so; (2) the Owner dies and the Unit is being administered by his or her estate; and (3) the Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Unit, in which case the Unit Owner must reapply every year for renewal of the hardship exception. Those Owners who have complied with this Section, have demonstrated that the inability to lease their Unit would result in undue hardship, and have obtained the requisite written approval of the

Board may lease their Units for such duration as the Board reasonably determines is necessary to prevent undue hardship.

Any Owner who believes that he or she must lease his or her Unit to avoid undue hardship shall submit a written application to the Board setting forth the circumstances necessitating the leasing, a copy of the proposed lease, and such other information as the Board may reasonably require. Leasing in the case of undue hardship shall be permitted only upon the Board's written approval of the Owner's application. When an application is approved, the Owner shall provide the Board with the name and phone number of the lessee and the Owner's address other than at the Unit and other such information as the Board may reasonably require within ten (10) days after a lease has been signed by both parties.

The Board shall have the power to make and enforce reasonable rules and regulations and to fine, in accordance with the Declaration and Bylaws, in order to enforce the provisions of this Section. Any transaction which does not comply with this Article shall be voidable at the option of the Board of Directors.

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

(i) General. Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. All leases shall be in writing in a form approved by the Board prior to the effective date of the lease. The Board shall maintain in its files and, upon request, shall provide to any Owner a form which is deemed acceptable. 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. Within ten (10) days after executing a lease agreement for the lease of a Unit, the Owner shall provide the Board with a copy of the lease and the name of the lessee and all other people occupying the Unit, the phone number of the lessee and the Owner's address other than at the Unit and other such information as the Board may reasonably require within ten (10) days after a lease has been signed by both parties. The Owner must provide the lessee copies of the Declaration, Bylaws, and the rules and regulations and the lease form 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; the Board's approval or disapproval shall be limited to the form of the proposed lease.

(ii) Notice. At least seven (7) days prior to entering into the lease of a Unit, the Owner shall provide the Board with a copy of the proposed lease agreement. The Board shall approve or disapprove the form of said lease. In the event a lease is disapproved, the Board shall notify the Owner of the requisite action to be taken in order to bring the lease in compliance with the Declaration and any rules and regulations adopted pursuant thereto.

(iii) 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 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 Unit, agrees to the applicability of this covenant and incorporation of the following language into the lease:

(a) Compliance with Declaration, Bylaws, and Rules and Regulations.

Lessee shall abide and comply with all provisions of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto and shall control the conduct of all other Occupants and guests of the leased Unit in order to ensure such compliance. Owner agrees to cause all Occupants of his or her Unit to comply with the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto and is responsible for all violations caused by such Occupants, notwithstanding the fact that such Occupants of the Unit are fully liable and may be sanctioned for any violation of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto. In the event that the lessee or a person living with the lessee violates the Declaration, Bylaws, or a rule or regulation for which a fine is imposed, notice of the violation shall be given to the Owner and the lessee, and such fine may be assessed against the lessee in accordance with the provisions contained herein. If the fine is not paid by the lessee within the time period set by the Board of Directors, the Owner shall pay the fine upon notice from the Association of the lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the Unit.

Any violation of the Declaration, Bylaws, or rules and regulations adopted pursuant thereto by the lessee, any Occupant, or any guest of the lessee, is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Georgia law.

(b) 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 and other amenities as provided in the Master Residential Agreement, if any.

(c) Liability for Assessments. When a Unit Owner who is leasing his or her Unit fails to pay any annual or special assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Board of Directors, lessee shall pay to the Association all unpaid annual and special assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by lessee. However, lessee 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 lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If lessee fails to comply with the Board's request to pay assessments or other charges, lessee shall pay to the Association all amounts authorized under the Declaration as if lessee were an Owner. 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.

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

F. Rights Reserved by Declarant. Notwithstanding the restriction on the percentage of Units permitted to be in Open Leasing Status at any time as set forth above, Declarant may grant Open Leasing Status to the Owner of any Unit(s). The extent and duration of Open Leasing Status granted by Declarant shall be determined solely by Declarant. Any Open Leasing Status granted by Declarant which extends beyond the termination of Declarant's rights under this Declaration shall be valid and may not be terminated by the Association so long as the Owner complies with the terms and conditions imposed by Declarant.

11.27 Declarant Right. Notwithstanding any provisions contained in this Declaration to the contrary, during the Development Period, it shall be expressly permissible for Declarant and its affiliates, contractors, agents, employees, assigns and representatives to maintain and carry on, upon such portion of the Condominium as Declarant may deem necessary, such facilities and activities as in the Declarant's sole opinion may be reasonably required, convenient or incidental to the repair (if any) and sale of the Units, including, but without limitation, business offices, signs, model units, construction trailers and sales offices. The right to maintain and carry on such facilities and activities shall include specifically the right to use the parking facilities in the Condominium for such purposes and to use the Units owned by Declarant and its affiliates as model units and as offices for the sale of the Units and related activities.

Article 12 Maintenance Responsibility

12.1 By the Owner. Except to the extent maintained by the Association as provided herein or by the Master Association as provided in the Master Declaration, each Owner shall maintain and keep in good repair all portions of their Unit. This obligation shall include, but not be limited to, maintenance, repair and replacement of (i) all glass surfaces, windows, window frames, screens, casings, weather stripping and all other portions of the window systems, (ii) all doors, doorways, door frames, hardware, weather stripping and all other portions of the door systems that are part of the entry system of the Unit (excluding periodic painting and/or staining of the exterior surfaces of garage doors, entry doors and door frames as performed by the Association from time to time), (iii) all portions of any Building Systems and Life Safety Systems which serve only the Unit, whether located within or without a Unit's boundaries (including all gas, electricity, water, sewer, or HVAC systems, pipes, lines, ducts, conduits, utility meter or other apparatus serving only the Unit), and (iv) lighting fixtures pertaining to a particular Unit and located on the exterior portions of the Condominium.

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, including, without limitation, by removing, to the extent practicable, snow, ice and surface waters from any Limited Common Element serving such 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, the Master Association or their respective agents any defect or need for repairs for which the Association or the Master Association, as the case may be, is responsible;

(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; and

(e) 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.

12.2 By the Association. To the extent not otherwise maintained by an Owner as provided in Section 12.1 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 Common Elements, excluding any Limited Common Elements with the exception of any parking areas assigned as maybe assigned as a Limited Common Element. In addition to the foregoing, the Association shall, as a Common Expense, operate, maintain, repair and, when necessary, replace any access control gate(s) and gate system(s), which provides pedestrian and/or vehicular access, egress and ingress to and from the parking areas serving the Condominium, including, without limitation, the "Gate System" (as that term is defined below). Further, unless performed by the Master Association, such maintenance shall include periodic painting and/or staining of the exterior surfaces of the Units, entry doors and door frames of Units on a schedule to be determined by the Board from time to time. 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.

The Association may be relieved of all or any portion of its maintenance responsibilities herein to the extent that (i) such maintenance responsibility is otherwise assumed by or assigned to an Owner of a Master Unit and/or the Master Association as provided in the Master

Declaration or (ii) 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.

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, Limited Common Elements or from any pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain hereunder. The Association shall not be liable to the Owner of any Unit or such Owner's Occupants or the licensees or invitees of either, for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Common Elements or Limited Common Elements or the common mail facility, if any. In addition, the Association shall not be liable to any Owner or such Owner's Occupants or the licensees or invitees of either, for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under the Condominium Instruments. 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 the Condominium Instruments, 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.

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. 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. 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.

12.3 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.

12.4 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.

12.5 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 12.5(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 12.5(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.

12.6 Mold, Mildew and Water Intrusion. EACH OWNER SHALL MAKE ROUTINE MOLD, MILDEW AND WATER INTRUSION INSPECTIONS OF SUCH OWNER'S UNIT AND ANY LIMITED COMMON ELEMENTS THERETO. THE OWNER SHALL PROMPTLY REPORT TO THE ASSOCIATION OR ITS AGENT ANY DEFECT OR NEED FOR REPAIRS FOR WHICH THE ASSOCIATION IS RESPONSIBLE. 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, NEITHER MASTER DECLARANT NOR DECLARANT SHALL HAVE ANY OBLIGATION TO PERFORM ANY INVASIVE TESTING OR INSPECTIONS, MAINTENANCE OR REPAIRS IN ACCORDANCE WITH THIS SECTION AND SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY THE FAILURE OF THE ASSOCIATION OR AN OWNER TO PERFORM THEIR OBLIGATIONS HEREIN.

12.7 Gated Access. Master Declarant or Declarant or the Association may, but shall not be required to, install a mechanical system that limits vehicular access to the parking areas serving the Condominium, as the same is more particularly shown on the Floor Plans or Plat, (the "Gate System"). By accepting a Deed to a Unit, each Owner shall acknowledge and agree to the following:

(a) The Board of Directors, with the consent of the Declarant, shall determine when the Gate System will be operational.

(b) Neither Master Declarant, Declarant, the Master Association, nor the Association shall be responsible for the security of Owners, Occupants or their family members, guests, invitees or property. The purpose of the Gate System shall be to provide some degree of restriction of vehicular access onto the parking serving the Condominium. NEITHER MASTER DECLARANT, DECLARANT, THE MASTER ASSOCIATION, THE ASSOCIATION NOR ANY OWNER GUARANTEES OR ASSURES TO ANY OTHER OWNER NOR ANY OTHER PARTY WHOMSOEVER THAT THE GATE SYSTEM WILL IN ANY MANNER WHATSOEVER PROVIDE PERSONAL PROTECTION OR SECURITY TO ANY OWNER OR OCCUPANT, THEIR PERSONAL POSSESSIONS OR TO GUESTS OR INVITEES, OR TO ANY OTHER PERSON, AND EACH OWNER, BY THE ACCEPTANCE OF ITS DEED, SHALL HAVE ASSUMED THE ENTIRE RISK AS BETWEEN SUCH OWNER AND

DECLARANT, MASTER DECLARANT, THE MASTER ASSOCIATION OR THE ASSOCIATION FOR ANY LOSS OR DAMAGE TO PERSON OR PROPERTY WITHIN THE CONDOMINIUM ARISING FROM ANY DEFICIENCY, FAILURE OR DEFECT IN THE GATE SYSTEM OR OTHERWISE.

(c) All governmental authorities shall have access to the Condominium for law enforcement, safety and emergency purposes. Each Owner shall look solely to the applicable governmental authority for the provision of law enforcement and police protection.

(d) The Gate System is not intended to replace or to serve in lieu of individual alarm systems or other measures to provide security at a residence or within any Unit. Each Owner is encouraged to install personal security devices upon and within such Owner's Unit to the same extent that would be prudent if the Gate System did not exist.

(e) The Gate System will be installed based upon the representations of vendors regarding the operation and performance capabilities of the components of the Gate System.

(f) MASTER DECLARANT AND DECLARANT DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AND MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY NATURE WHATSOEVER REGARDING THE GATE SYSTEM, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR THE PURPOSES FOR WHICH IT WAS DESIGNED. Neither Master Declarant nor Declarant expressly or impliedly guarantees that the Gate System will avert or prevent occurrences or consequences which the Gate System is designed to avert or prevent.

(g) The Gate System shall be owned, operated, and maintained by the Association at its sole cost and expense. Neither Master Declarant, Declarant nor the Master Association shall be required to operate or maintain the Gate System.

(h) Each Owner shall use the Gate System in the proper manner and within the rules and regulations relating thereto as may be adopted from time to time by the Board of Directors.

Article 13
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 14 Easements

14.1 Common Elements. All Owners and Occupants of Units and their guests shall have a nonexclusive right and easement of use and enjoyment in and to the Common Elements for the purposes for which they are intended (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 easement shall be appurtenant to and shall pass with the title to such Unit, subject to: (i) the lawful rights of other Owners, including, without limitation, the rights of the Owners to the exclusive use of the Limited Common Elements assigned to their respective Units; (ii) the right of the Association 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; (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; (iv) the right and power of the Association, with the consent of Declarant during the Development Period, to grant easements, leases and licenses through or over the Common Elements as provided herein and to the fullest extent allowed by Section 44-3-106 of the Act as may be amended from time to time; (v) all encumbrances and other matters shown by the public records affecting title to the Common Elements, including, without limitation, the Master Declaration; and (vi) all other rights of the Association, the Master Association, Master Unit Owners (as those terms are defined in the Master Declaration), or other Persons set forth in this Declaration and the Master Declaration. All portions of the Condominium also shall be subject to easements of encroachment as provided in the Act.

14.2 Easements for Building Systems and Life Safety Systems. To the extent that all or any portion of any Building Systems or Life Safety Systems serving any Unit, the Common Elements or portion of either shall lie wholly or partially within the boundaries of any other Unit(s) or the Common Elements, such other Unit(s) or the Common Elements shall be burdened with a non-exclusive easement for access to and use, maintenance, repair and replacement of such Building Systems or Life Safety Systems, such non-exclusive easement to be in favor of the Unit(s) or Common Elements served by the same and the Association, subject to the right of the Owner(s) of the Unit(s) (or, in the case of the Common Elements, the Association) upon which such Building Systems or Life Safety Systems may be located to relocate such Building Systems or Life Safety Systems at its own cost and expense in a manner reasonably satisfactory to the Owner of the benefited property at any time and which would not otherwise adversely affect the performance of such Building Systems or Life Safety Systems, as the case may be. The Owner of any Unit benefited by such easement shall not unreasonably refuse to approve the modification or relocation of the easement granted herein by the Owner of the other Unit upon which they are located to the extent required to comply with any requirements that may from time-to-time be imposed by any governmental entity having jurisdiction over such matters. Maintenance, replacement and repair of any such Building Systems or Life Safety Systems shall be as otherwise set forth in this Declaration. In such circumstance, the Person(s) for whose benefit such work is being done shall be responsible for the cost and expense for repair of all incidental damage to any Unit(s) and the Common Elements resulting from performance of any such work.

All 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 repaired 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 benefited Person(s). In addition to the foregoing, the Board of Directors, without a vote of the Owners, shall have the right, power and authority to the fullest extent allowed by Section 44-3-106 of the Act to grant permits, licenses, utility easements, and other easements, permits or licenses necessary or desirable for the proper maintenance or operation of the Condominium under, through, or over the Common Elements, as may be reasonably necessary to or desirable for the ongoing development and operation of the Condominium.

14.3 Encroachments. If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or if any such encroachment shall occur hereafter as a result of: (i) shifting or settling of a Unit or Units and/or the Common Elements; (ii) repair, alteration or reconstruction of the Common Elements made by or on behalf of the Association or Master Association or otherwise in accordance with Article 10 hereof; (iii) repair or reconstruction of a Unit or Units following damage by fire or other casualty; or (iv) condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same as long as the physical boundaries of the Units after the construction, reconstruction, repairs, etc. will be in substantial accord with the description of those boundaries that appear in this Declaration. This easement shall exist for so long as the property remains subject to the Act.

14.4 Right of Access. The Association shall have the irrevocable right, to be exercised by the Board of Directors, to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Elements, or for making repairs therein necessary to prevent damage to the Common Elements, to another Unit or to any other portion of the Master Condominium, or as otherwise necessary to fulfill its obligations hereunder.

14.5 Prohibited Work. No Owner shall do any work which would jeopardize the soundness or safety of the Common Elements or any other portion of the Master Condominium, reduce the value thereof or impair any easement or hereditament without in every such case prior consent of all Owners.

14.6 Support. Every portion of a Unit contributing to the support of the Common Elements, including, without limitation, Limited Common Elements, and/or another Unit (including, without limitation, footings and foundations), all portions of Units that consist of party walls, as same may be reconstructed, and every portion of the Common Elements including, without limitation, Limited Common Elements, contributing to the support of a Unit (including, without limitation, footings and foundations) shall be burdened with an easement of support for the benefit of such Unit(s) and Common Elements, as the case may be, as same may

from time to time be relocated, constructed or reconstructed in accordance with the terms of this Declaration.

14.7 Pest Control; Testing of Life Safety Systems and Building Systems. The Association may, but shall not be obligated to, dispense chemicals for the extermination of insects and pests within the Units and Common Elements. In addition, portions of the Life Safety Systems and Building Systems, if any, may need periodic testing, although it is not the obligation or responsibility of the Association to do so. In the event the Association chooses to provide such pest control or in the event Life Safety Systems and Building Systems testing is to be conducted, the Association and contractors, representatives, agents and other Persons authorized by the Board shall have an easement to enter Units for the purpose of testing Life Safety Systems and Building Systems and/or dispensing chemicals for the extermination of insects and pests within the Units and Common Elements, as applicable. 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 these purposes. The Declarant, its affiliates, and the Association, and the directors, officers, employees and agents of any of the foregoing, shall not be liable for any illness, damage or injury caused by the testing of Life Safety Systems and Building Systems or the dispensing of chemicals as described herein, whether performed or not.

Article 15 Declarant Rights

15.1 Declarant's Easement. During the Development Period, Declarant and its affiliates, contractors, representatives, agents, assigns and employees shall have (i) an easement on, over, through, under and across the Condominium for the construction, installation, maintenance and use of signs, sales offices, business offices, construction trailers, promotional facilities and model units on the Condominium, together with such other facilities as in the opinion of Declarant may be reasonably required, convenient or incidental to the completion, renovation, improvement, development or sale of the Condominium and/or any Units therein, and (ii) a transferable easement on, over, through, under and across the Common Elements and/or any Units for the purpose of making improvements on the Condominium or any portion thereof, for the purpose of installing, replacing, repairing and maintaining all utilities serving the Condominium, and for the purpose of doing all things reasonably necessary and proper in connection therewith ("Declarant's Easement").

15.2 Control of Association. The Declarant shall have the right to appoint and remove any member or members of the Board of Directors and any officer of the Association. The Declarant's authority to so appoint and remove members of the Board of Directors and any officer of the Association shall expire on the first to occur of the following:

(a) the expiration of three (3) years after the date this Declaration is recorded in the Office of the Clerk of the Superior Court of Fulton County, Georgia;

(b) the date as of which Units to which four-fifths (4/5) of the undivided interests in the Common Elements pertain shall have been transferred by the Declarant to Unit Owners other than a Person or Persons constituting the Declarant; or

(c) the date on which the Declarant voluntarily relinquishes such right by executing and recording, in the Office of the Clerk of the Superior Court of Fulton County, Georgia, a written declaration of intent which shall become effective as specified in such declaration.

15.3 Construction and Sales Activity. Notwithstanding any provisions in the Condominium Instruments and any related documents, during the Development Period, it shall be expressly permissible for Declarant and any builder or developer approved by Declarant to maintain and carry on, and a nonexclusive easement within the Condominium shall exist in favor of the foregoing, upon such portion of the Condominium as Declarant may deem necessary, such facilities and activities as in the sole opinion of Declarant may be required, convenient or incidental to Declarant's and such builder's or developer's development, construction and sales activities related to property described on Exhibit "A" to this Declaration, including, but without limitation, the right of entry into Units when necessary, and except in an emergency situation, only during reasonable hours after reasonable notice to the Owner or Occupant of the Unit; the right of access, ingress or egress for vehicular and pedestrian traffic over, under, on or in the Condominium; the right to tie into any portion of the Condominium with streets, driveways, parking areas and walkways; the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), install, lay, replace, relocate, maintain and repair any device which provides utility or similar services including, without limitation, electrical, telephone, natural gas, water, sewer and drainage lines and facilities and any other portion of the Life Safety Systems and Building Systems constructed or installed in, on, under and/or over the Condominium; the right to carry on sales and promotional activities in the Condominium; and the right to construct and operate business offices, signs, construction trailers, model Units and sales offices. Declarant and any such builder or developer may use Units or offices owned or leased by Declarant or such builder or developer as model Units and sales offices. Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of the affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense.

15.4 Condominium Instruments. Notwithstanding anything to the contrary contained herein, until the termination of Declarant's Easement, Declarant shall have the right to file additional and/or modified Plans depicting the Units, file one or more supplements and/or amendments to this Declaration setting forth any reallocation of undivided interest of Owners in the Common Elements, liability for Common Expenses and votes in the Association as the result of any filing or modification of filed Plans and revise and re-record the Condominium Plat as necessary to show the improvements thereon as actually constructed and/or modified until a certificate of occupancy has been issued for all Units and all Units have been conveyed by Declarant.

15.5 Successor Declarant. No successor to Declarant by operation of law or through purchase of Declarant's interest in the Condominium, or any part thereof, at foreclosure shall be

liable for any act, omission or matter occurring prior to the time such successor succeeded to the interest of Declarant.

Article 16 Mortgagee's Rights

16.1 Termination. Any election to terminate the Condominium regime shall require approval of Owners of Units to which at least four fifths (4/5) or more of the Total Association Vote pertain and all Mortgagees of such Units; provided however, during the Development Period, the agreement shall be that of the Declarant and the Unit Owners of Units to which at least four fifths (4/5) or more of the Total Association Vote pertain, exclusive of any Unit or Units then owned by Declarant, and the Mortgagees of those 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 a deed in lieu of foreclosure or a 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 Mortgage Holder, insurer or guarantor of a first Mortgage on a Unit, 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 its Mortgage;
- (b) any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to its Mortgage 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 holder, insurer or guarantor of a first Mortgage 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, if any, free of charge to the Mortgagee so requesting.

16.5 Applicability of Certain Provisions. Notwithstanding anything to the contrary herein contained, 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 sixty (60) 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 Section. Nothing contained in this Section 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 General Provisions

17.1 Amendments. Except in the case of an amendment to the Condominium Instruments by the Association to assign Common Elements as Limited Common Elements or reassign Limited Common Elements; as a result of condemnation or substantial damage and destruction as provided herein and in the Act; as necessary by the Declarant to relinquish its right to appoint and remove officers and directors of the Association; to conform any Condominium Instrument to the Units or Common Elements as actually constructed; or as otherwise required or permitted by the Condominium Instruments, the Act or Georgia law; and except as otherwise expressly provided below; 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 (2/3) of the Total Association Vote; provided however, during such time as the Declarant has the right to appoint the officers and directors of the Association, this Declaration may be amended upon the agreement of the Declarant and the Owners holding at least two-thirds

(2/3) of the Total Association Vote, exclusive of any vote or votes appurtenant to any Unit or Units then owned by the Declarant.

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:

- (a) Voting;
- (b) Increases in assessments that raise the previously assessed amount by more than twenty-five (25%) percent, assessment liens or priority of assessment liens;
- (c) Reductions in reserves for maintenance, repair and replacement of Common Elements;
- (d) Responsibility for maintenance and repairs;
- (e) Reallocation of interests in the Common Elements or rights to their use;
- (f) Redefinition of Unit boundaries;
- (g) Convertibility of Units into Common Elements or vice versa;
- (h) Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;
- (i) Hazard or fidelity insurance requirements;
- (j) Imposition of any restrictions on the leasing of Units;
- (k) Imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;
- (l) A decision to establish self-management by the Association where professional management has been required by the Condominium Instruments or by an Eligible Mortgage Holder;
- (m) Restoration or repair of the Condominium (after damage or partial condemnation) in a manner other than that specified in the Condominium Instruments; or

(n) Any provisions that expressly benefit Mortgage holders, insurers or guarantors of first Mortgages on Units in the Condominium.

Notwithstanding the foregoing, the Association, acting through the Board of Directors and without any further consent or action on the part of the members but with the consent of Declarant during the Development Period, may amend this Declaration or the Bylaws (aa) to comply with any applicable state, city, county or federal law, (bb) to bring the Condominium into compliance with applicable rules, regulations and/or requirements of the Fannie Mae, the Federal Home Loan Mortgage Corporation, the U.S. Department of Housing and Urban Development, and/or the U.S. Department of Veterans Affairs, (cc) to correct scrivener's errors, and (dd) for such other specific purposes permitted under Georgia law and the Act.

During the Development Period, no provision of this Declaration or the Bylaws which reserves or grants special rights to Declarant and/or its affiliates shall be amended without the prior written consent of Declarant and any affiliates affected by such amendment. No provision of this Declaration or the Bylaws which reserves or grants special rights to the Master Association or Master Declarant shall be amended without the prior written consent of the Master Association or Master Declarant, as the case may be.

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 action to challenge such amendment may be brought after such time.

Notice of any meeting at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. Any member may evidence consent to any amendment in writing without the necessity of a meeting or to supplement votes received at a meeting. No amendment by the Association shall be effective until filed for record in the office of the Clerk of Superior Court of Fulton County, Georgia.

17.2 Security and Safety. THE DECLARANT OR 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 DECLARANT, THE ASSOCIATION, NOR THE OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES OF EITHER ARE A PROVIDER OF SECURITY AND NONE OF THEM SHALL HAVE A DUTY TO PROVIDE SECURITY IN AND TO THE CONDOMINIUM. FURTHERMORE, NEITHER DECLARANT NOR THE ASSOCIATION GUARANTEES OR REPRESENTS THAT NON-OWNERS AND NON-OCCUPANTS WILL NOT GAIN ACCESS TO THE PROPERTY AND COMMIT CRIMINAL ACTS ON THE PROPERTY NOR DOES THE DECLARANT OR 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 HIM 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. NEITHER DECLARANT NOR THE ASSOCIATION SHALL 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, DECLARANT, AND THEIR RESPECTIVE 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, DECLARANT, OR THEIR RESPECTIVE 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.

17.3 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.

17.4 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.

17.5 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.

17.6 No Merger. There shall be no merger of any of the covenants, conditions, restrictions or easements created or reserved hereby with the fee estate of Declarant, by reason of the fact that Declarant may own or hold the estate or interest both encumbered and benefited by such covenants, conditions, restrictions or easements and no such merger shall occur unless and until Declarant, while owning all of the estate or interests shall execute a written statement or instrument affecting such merger and shall duly record the same.

17.7 Preparer. This Declaration was prepared by Lisa A. Crawford, Dorough & Dorough, LLC, 160 Clairemont Avenue, Suite 650, Decatur, Georgia 30030.

17.8 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 Declarant or the Association to their respective 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. Each such notice shall be in writing and shall be delivered either by personally delivering it (including commercial courier service) or by depositing it with the United States Postal Service, certified mail, return receipt requested, with adequate postage prepaid, addressed to the appropriate party (and marked to a particular individual's attention). 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, the date of receipt of the notice by the addressee thereof, as evidenced by the return receipt. Rejection or other refusal by the addressee to accept the notice shall be deemed to be receipt of the notice.

17.9 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 the Common Elements, 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 Units or served by such Common Elements or allegedly sustaining such damage. Notwithstanding the above, once the Declarant no longer has the right to appoint and remove directors and officers of the Association, as set forth herein, 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. This subsection may not be amended without the written consent of the Declarant.

17.10 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.

17.11 Contracts Executed During Declarant Control. Each Owner acknowledges that Declarant or an affiliate thereof may provide services utilized by communities such as the Condominium, including, but not limited to, property management and landscape services. Each Owner consents and agrees that the Association, acting through the Declarant-appointed Board, may enter into service contracts with Declarant and its affiliates on its own authority and without approval of any third party.

17.12 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.

17.13 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.

17.14 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.

17.15 Parking Areas. The Declarant and any affiliate thereof, and the Association, and any director, officer, employee or agent of any of the foregoing, shall not be liable for loss or

damage to any property, including, without limitation, vehicles, placed or kept in any parking space or area in the Master Condominium. All Owners, Occupants and other Persons who use a parking space or area in the Master Condominium do so at their own risk.

17.16 Disclosures. Every Owner, by acceptance of a deed to a Unit, acknowledges that it will be subject to and bound by the Condominium Instruments.

Each Owner and Occupant also acknowledges the following:

- (a) that the Condominium is located adjacent to thoroughfares and may be affected by traffic and noise from time to time, and such thoroughfares may be improved or widened in the future;
- (b) that the views from an Owner's Unit may change over time due to among other things, additional development and the removal or addition of landscaping;
- (c) that 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;
- (d) that because in every development there are conditions that different purchasers may find objectionable, including but not limited to traffic congestion and related noise, Owner acknowledges that there may be conditions outside of the property that Owner finds objectionable and that it shall be the sole responsibility of Owner to become acquainted with neighborhood conditions that could affect the Unit;
- (e) that no representations are made that the Unit is or will be soundproof or that sound may not be transmitted from one Unit to another, or from any other portion of the Building or adjacent property, because in all multi-unit there will be some sound transmission;
- (f) that the Plans and the dimensions and gross square footage calculations shown thereon are only approximations which such square footage calculations have been determined based generally on the boundaries of a Unit as defined herein;
- (g) that no representations are made regarding the uses or zoning of the Condominium or a particular Unit or whether or not any particular business use of the Unit would be permitted under the applicable zoning ordinances or any rules and regulations governing the Condominium;
- (h) that it is the nature of multi-unit and mixed-use projects (of which this Condominium is a part) that Units are built in close proximity to one another (resulting in sharing of common walls, floors and ceilings) and noise is frequently audible from one Unit to the next, no matter how much sound proofing is attempted. It is therefore mandatory, for the mutual interest and protection of all Owners, lessees and other Occupants within the Condominium, to recognize that acoustical privacy is achieved only through understanding and compliance with certain limitations and restrictions. The design and construction of this Condominium and the

Building attempt to meet the recognized standards and criteria related to sound insulation in construction practice today. It is recognized, however, that sound insulation from an adjacent occupancy in a manner comparable to a detached building is impossible to attain and Owner hereby acknowledges and accepts that limitation. Owner acknowledges that there will usually be some audio awareness of one's neighbors, depending upon the situation. Within the basic design of the Condominium, efforts have been made to minimize airborne noise, structure-borne noise and impact noise transmission from and to each Unit. Modification of design of the structures, or related components thereof, by Owner could alter the resultant expected insulation. Accordingly, all such modifications will be regulated as provided in this Declaration. Additionally, all furniture parts in contact with hard-surface flooring should have rubber castors or felt pads to minimize noise and vibration attributable to moving furniture as well as scratching of finishes;

(i) that concrete and hardwood surfaces and other uncovered surfaces within a Unit may transmit noise, and such noise shall not constitute a use of a Unit that interferes with or causes disruption to the use and quiet enjoyment of another Unit by its respective Owner and/or Occupant;

(j) that noise related to restaurant use, retail service and other businesses may emanate from the other Master Unit in the Master Condominium;

(k) that the Units may trap humidity created by everyday living (cooking, bathing, laundering, etc.). As a result, 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 Owner, the condensation may increase resulting in staining, damage to surrounding seals, caulk, paint, wood work, and sheetrock, and potentially mold and/or mildew;

(l) that Declarant or a related entity or Master Declarant will be constructing portions of the Condominium and engaging in other construction activities related to the construction of Common Elements, other portions of the Buildings, and other portions of the Master Condominium. Such construction activities may, from time to time, produce certain conditions on the Condominium, including, without limitation: (i) noise or sound that is objectionable because of its volume, duration, frequency or shrillness; (ii) smoke; (iii) noxious, toxic, or corrosive fumes or gases; (iv) obnoxious odors; (v) dust, dirt or flying ash; (vi) unusual fire or explosion hazards; (vii) temporary interruption of utilities; and/or (viii) other conditions that may threaten the security or safety of Persons on the Condominium. Notwithstanding the foregoing, Owner agrees that such conditions on the Condominium resulting from construction activities shall not be deemed a nuisance or discomfort to Owner and shall not cause Declarant and its agents or the Association to be deemed in violation of any provision of this Declaration; and

(m) that no representations are made regarding the schools that currently, or which may in the future, serve the Condominium.

17.17 Notice of Sale or Acquisition. Owners must keep the Association apprised of their name, address and telephone number. Except for the Declarant, 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.

17.18 Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by at least seventy-five percent (75%) of the total Association vote. This subsection shall not apply, however, to (i) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (ii) the imposition and collection of assessments as provided in this Declaration, (iii) proceedings involving challenges to ad valorem taxation, (iv) counterclaims brought by the Association in proceedings instituted against it, or (v) actions brought by the Association against any contractor, vendor, or supplier of goods or services arising out of a contract for goods or services to which the Association is a party. This subsection shall not be amended unless such amendment is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above and such amendment is consented to in writing by the Declarant.

17.19 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; provided, however, in the event of conflict between or among such covenants and restrictions, and provisions of any articles of incorporation, bylaws, rules and regulations, policies, or practices adopted or carried out pursuant thereto, those of this Declaration and the Association shall be subject and subordinate to those of the Master Declaration and 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.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Declarant has executed this Declaration of Condominium under seal this 8th day of October, 2019.

DECLARANT: **742 MEMORIAL, LLC**, a Georgia limited liability company

By: 742 Memorial LLC [Signature] (SEAL)

Name: Michael Strauss

Title: OFFICER

Signed, sealed, and delivered in the presence of:

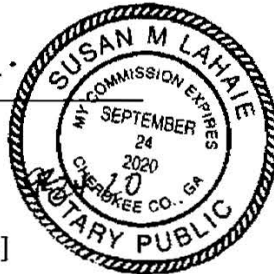
[Signature]

WITNESS

Susan M. LaHale
NOTARY PUBLIC

My Commission Expires:

[AFFIX NOTARY SEAL]



CONSENT OF MASTER DECLARANT

IN WITNESS WHEREOF, the Master Declarant under the Master Declaration has executed this Declaration of Condominium under seal this 8th day of October, 2019.

MASTER DECLARANT: **742 MEMORIAL, LLC**, a Georgia limited liability company

By: 742 Memorial LLC by [Signature] (SEAL)

Name: NICHOL STRANG

Title: OFFICER

Signed, sealed, and delivered
in the presence of:

[Signature]

WITNESS

[Signature]

NOTARY PUBLIC

My Commission Expires:

[AFFIX NOTARY SEAL]

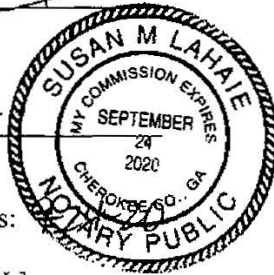


EXHIBIT "A"
Property Description

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 20 of the 14th District, Fulton County, Georgia, being designated as "**Residential Master Unit**" of 764 Memorial Master Condominium, as more particularly described in that certain: (1) Master Declaration of Condominium for 764 Memorial, a Master Condominium, recorded on November 4, 2019, at Deed Book 60748, Page 658, *et seq.*, Fulton County, Georgia records, as supplemented and/or amended from time to time; (2) Condominium Floor Plans for 764 Memorial, a Master Condominium, prepared by Office of Design, recorded on October 10, 2019, at Condominium Floor Plans Book 73, Page 46, *et seq.*, aforesaid records, as supplemented and/or amended from time to time; and (3) condominium plat for 764 Memorial, a Master Condominium, prepared by Barton Surveying, Inc., recorded on October 10, 2019, at Condominium Plat Book 27, Page 24, *et seq.*, aforesaid records, as supplemented and/or amended from time to time; reference to said documents and the record thereof being hereby made for a more complete description.

TOGETHER WITH 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.

EXHIBIT "B"
Undivided Interest in Common Elements

<u>Unit</u>	<u>Square Footage</u>	<u>Undivided Interest</u>
1	1,296	3.7070%
2	786	2.2482%
3	1,143	3.2694%
4	1,185	3.3895%
5	800	2.2883%
6	1,168	3.3409%
7	1,296	3.7070%
8	786	2.2482%
9	1,143	3.2694%
10	1,185	3.3895%
11	800	2.2883%
12	1,168	3.3409%
13	927	2.6515%
14	786	2.2482%
15	1,143	3.2694%
16	1,185	3.3895%
17	800	2.2883%
18	1,168	3.3409%
19	1,076	3.0777%
20	946	2.7059%
21	839	2.3998%
22	860	2.4599%
23	927	2.6515%
24	1,063	3.0405%
25-TH	2,130	6.0925%
26-TH	2,075	5.9352%
27-TH	2,075	5.9352%
28-TH	2,075	5.9352%
29-TH	2,130	6.0925%
TOTAL	34,961	100.00%

EXHIBIT "C"

BYLAWS
OF
764 MEMORIAL RESIDENTIAL
CONDOMINIUM ASSOCIATION, INC.

Prepared By:
Lisa A. Crawford
Dorough & Dorough, LLC
Attorneys at Law
160 Clairemont Avenue, Suite 650
Decatur, Georgia 30030
(404) 687-9977

BYLAWS
OF
764 MEMORIAL RESIDENTIAL
CONDOMINIUM ASSOCIATION, INC.
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BYLAWS
OF
764 MEMORIAL RESIDENTIAL
CONDOMINIUM ASSOCIATION, INC.

Article 1
Name and Location

1.1 Name. The name of the association is 764 Memorial 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.

Article 2
Definitions

The terms used in these Bylaws, unless otherwise specified, shall have the meanings specified in the Declaration of Condominium for 764 Memorial 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. A Unit Owner 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. 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 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 to which it appertains and shall be transferred automatically by conveyance of that Unit and may be transferred only in connection with the transfer of title to the Unit.

3.2 Voting Rights. The Association shall have one (1) class of voting membership which shall consist of all Owners. Owners shall be entitled to exercise voting rights as provided in the Georgia Condominium Act, the Declaration, the Articles of Incorporation and as prescribed herein. The number of votes allocated to each Unit is as set forth in the Declaration. 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.

3.3 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. Voting rights may also be suspended by the Board of Directors for the period of any violation of any provision of the Condominium Instruments or Association rules.

Article 4
Meetings of Owners

4.1 Annual Meetings. The first annual meeting of the Owners shall be called by the President upon request of the Declarant and shall be held within twelve (12) months following the incorporation of the Association. Each subsequent regular annual meeting of the Owners shall be held on the same day of the same month of each year thereafter unless otherwise provided by the Board of Directors; provided, however, such meeting shall be called not less frequently than annually. If the day for the annual meeting of the Owners is a legal holiday, the meeting will be held on the first day following which is not a legal holiday. At the annual meeting, comprehensive reports of the affairs, finances, and budget projections of the Association shall be made to the Unit Owners in attendance.

4.2 Special Meetings. Special meetings of the Owners may be called at any time by the Board of Directors, or upon written request of at least fifteen percent (15%) of the Owners. Only business within the purpose or purposes described in the meeting notice may be conducted at a special meeting.

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 or sent by United States mail, postage prepaid, statutory overnight delivery, or issued electronically in accordance with Chapter 12 of Title 10 of the Official Code of Georgia Annotated, the "Uniform Electronic Transactions Act," 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.

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 Membership List. After the record date for any meeting is established by the Board of Directors, the Secretary shall prepare an alphabetical list of the names and addresses of all of the members who are entitled to notice of the meeting. Beginning at least two (2) business days after notice is given of the meeting for which the list was prepared, the list of members shall be available for inspection: (1) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting or upon

request; or (2) for any member or a member's agent or attorney, during ordinary business hours at the Association's principal office or at a reasonable place identified in the meeting notice in the city where the meeting will be held. In the event that the Association makes the list available on an electronic network, the Association may take reasonable steps to ensure that such information is available only to members of the Association. In addition, the list shall be available for inspection at the meeting or any adjournment thereof.

4.6 Quorum. The presence at the meeting of Owners and/or proxies holding 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.

4.7 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.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of Board of Directors.
- (f) Reports of committees, if any.
- (g) Election of Directors.
- (h) Unfinished business.
- (i) 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. During such time as the Declarant has the right to appoint and remove the officers and directors of the Association, no decision or resolution duly adopted by the Owners shall be effective or valid until the Declarant's written approval or consent shall have been obtained.

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. The record date for such action shall be the date that the first member signs a consent. Such action shall be approved when the Secretary receives a sufficient number of consents dated within seventy (70) days of the record date for such action. If an action of the members is approved by consent in writing or by electronic transmission 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.

4.12 Record Date. The Board of Directors shall fix in advance a record date for a determination of members entitled to notice of and to vote at any meeting of members or any adjournment thereof, or to make a determination of members for any other purpose, such date to be not more than seventy (70) days before the date on which the particular action requiring such determination of members is to be taken.

Article 5 Board of Directors

5.1 Directors Appointed by Declarant. The Declarant shall have the right to appoint and remove any member or members of the Board of Directors and any officer of the Association as provided in the Declaration. The directors and officers appointed by the Declarant need not be Owners in the Condominium.

5.2 Number and Qualifications. During the period that the Declarant has the right to appoint and remove the officers and directors of the Association as provided above, the Board of Directors shall consist of one (1) to three (3) directors as determined by Declarant in writing from time to time. Following expiration of the period of the Declarant's right to appoint and remove the officers and directors of the Association, the Board of Directors of the Association shall be

composed of three (3) persons. With the exception of those persons appointed as directors by the Declarant each such person shall be a member of the Association or the representative of a member.

5.3 Election and Term of Office. Prior to the termination of the Declarant's right to appoint and remove the officers and directors of the Association, the Declarant shall give at least seven (7) days' written notice to each member of a special meeting of the members, to be held not more than ninety (90) days prior to the date of such termination, to elect a new board of directors. At such meeting the Owners shall elect three (3) directors as follows: the initial term of two (2) directors shall be one (1) year and the initial term of one (1) director shall be two (2) years. Upon the expiration of the initial term of office of each director elected by the members as provided above, successors shall be elected at annual meetings thereafter (or pursuant to Section 4.11 hereof) to serve a term of two (2) years, and all subsequent terms shall be for two (2) years. 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.

5.4 Removals; Vacancies. Following expiration of the period of the Declarant's right to appoint and remove the officers and directors 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, during the Development Period, the Declarant. In the event of death or resignation of a director, a successor shall be selected by the remaining members of the Board of Directors. In the event of removal of a director, a successor shall be elected by the Owners. Any successor elected shall serve for the unexpired term.

5.5 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.

5.6 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.

5.7 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.

5.8 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.

5.9 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 directors representing at least two-thirds (2/3) of the votes of the Board of Directors 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 each other. Directors may not participate in meetings by proxy.

5.10 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) Employ a manager or managing agent for the Association;

(o) Conduct litigation on behalf of the Association;

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

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

(r) 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.

5.11 Borrowing. The Board of Directors shall have the power to borrow money without the approval of the members of the Association; provided, however, the Board shall obtain membership approval in the same manner as for special assessments, in the event that the total amount of such borrowing exceeds or would exceed Ten Thousand and No/100 Dollars (\$10,000.00).

5.12 Fining Procedure. The Board shall not impose a fine (a late charge shall not constitute a fine) unless and until the following procedure is followed:

(a) Written notice shall be delivered to the member by personal delivery at the Unit or first-class or certified mail sent to the address of the member shown on the Association's records, specifying:

(1) the nature of the violation, the fine to be imposed and the date, not less than ten (10) days or, in the event of an unapproved sign, twenty-four (24) hours, from the date of the notice, that the fine will take effect;

(2) that the violator may, within ten (10) days from the date of the notice or, in the event of an unapproved sign, twenty-four (24) hours from the date of the notice, request a hearing before the Board regarding the fine imposed;

(3) the name, address and telephone numbers of a person to contact to request a hearing;

(4) that any statements, evidence, and witnesses may be produced at the hearing; and

(5) that all rights to have the fine reconsidered are waived if a hearing is not requested within ten (10) days of the date of the notice or, in the event of an unapproved sign, twenty-four (24) hours from the date of the notice.

(b) If a hearing is requested, it shall be held before the Board in executive session, and the violator shall be given a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing. Except for the display of unapproved signs, the fine shall run from the date that a decision is made by the Board at the conclusion of the hearing or such later date as the Board may determine. With respect to fines resulting from the display of an unapproved sign, if the Board does not decide to remove the fine

for the violation after the hearing, the fine shall run from the date which is twenty-four (24) hours after notice of the violation was provided pursuant to Section 5.12(a) hereof.

Article 6 Officers

6.1 Designation. The principal officers of the Association shall be the President, Secretary and Treasurer, all of whom shall be appointed by the Declarant for such time as provided in the Declaration. 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. After the expiration of the period of the Declarant's right to appoint and remove the officers and directors of the Association, 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. Except for those officers appointed by Declarant, 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. This Section shall not apply to officers appointed by Declarant.

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. The Association shall keep such books and records as by law provided and shall make same available for inspection by any Owner, any institutional holder of a first mortgage on a Unit, and their respective agents and attorneys, for any proper purpose at any reasonable time.

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 Amendment. Except where a higher vote is required for action under a particular provision of these Bylaws or the Declaration or by the Act, 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 Owners holding at least two-thirds (2/3) of the Total Association Vote; provided however, during such time as the Declarant has the right to appoint the officers and directors of the Association, these Bylaws may be amended upon the agreement of the Declarant and the Owners holding at least two-thirds (2/3) of the Total Association Vote, exclusive of any vote or votes appurtenant to any Unit or Units then owned by the Declarant. During the Development Period, any amendment to these Bylaws shall require the written consent of Declarant. 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. 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 the Declaration, these Bylaws, the Articles of Incorporation and Georgia law were given. Any amendment so certified and recorded shall be conclusively presumed to have been duly adopted. Any member may evidence consent to any amendment in writing without the necessity of a meeting or to supplement votes received at a meeting. No amendment shall be effective until it is filed for record in the office of the Clerk of Superior Court of Fultont County, Georgia. Owners whose voting rights have been suspended pursuant to the Declaration or these Bylaws shall not be counted toward the amendment requirement.

In addition to the above, material amendments to these Bylaws 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.

During the Development Period, no provision of these Bylaws which reserves or grants special rights to Declarant and/or its affiliates shall be amended without the prior written consent

of Declarant and any affiliates affected by such amendment. No provision of these Bylaws which reserves or grants special rights to the Master Association or Master Declarant shall be amended without the prior written consent of the Master Association or Master Declarant, as the case may be.

Notwithstanding the foregoing, the Association, acting through the Board of Directors and without any further consent or action on the part of the members but with the consent of Declarant during the Development Period, may amend these Bylaws (aa) to comply with any applicable state, city, county or federal law, (bb) to bring the Condominium into compliance with applicable rules, regulations and/or requirements of the Fannie Mae, the Federal Home Loan Mortgage Corporation, the U.S. Department of Housing and Urban Development, and/or the U.S. Department of Veterans Affairs, (cc) to correct scrivener's errors, and (dd) for such other specific purposes permitted under Georgia law and the Act.

Any action to challenge the validity of an amendment adopted under this Section must be brought within one (1) year after the recording of the amendment in the Office of the Clerk of Superior Court of Fultont County. No action to challenge such amendment may be brought after such time.

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EXHIBIT "D"
Assigned Parking Spaces

BYLAWS
OF
764 MEMORIAL RESIDENTIAL
CONDOMINIUM ASSOCIATION, INC.
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BYLAWS
OF
764 MEMORIAL RESIDENTIAL
CONDOMINIUM ASSOCIATION, INC.

Article 1
Name and Location

1.1 Name. The name of the association is 764 Memorial 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.

Article 2
Definitions

The terms used in these Bylaws, unless otherwise specified, shall have the meanings specified in the Declaration of Condominium for 764 Memorial 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. A Unit Owner 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. 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 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 to which it appertains and shall be transferred automatically by conveyance of that Unit and may be transferred only in connection with the transfer of title to the Unit.

3.2 Voting Rights. The Association shall have one (1) class of voting membership which shall consist of all Owners. Owners shall be entitled to exercise voting rights as provided in the Georgia Condominium Act, the Declaration, the Articles of Incorporation and as prescribed herein. The number of votes allocated to each Unit is as set forth in the Declaration. 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.

3.3 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. Voting rights may also be suspended by the Board of Directors for the period of any violation of any provision of the Condominium Instruments or Association rules.

Article 4
Meetings of Owners

4.1 Annual Meetings. The first annual meeting of the Owners shall be called by the President upon request of the Declarant and shall be held within twelve (12) months following the incorporation of the Association. Each subsequent regular annual meeting of the Owners shall be held on the same day of the same month of each year thereafter unless otherwise provided by the Board of Directors; provided, however, such meeting shall be called not less frequently than annually. If the day for the annual meeting of the Owners is a legal holiday, the meeting will be held on the first day following which is not a legal holiday. At the annual meeting, comprehensive reports of the affairs, finances, and budget projections of the Association shall be made to the Unit Owners in attendance.

4.2 Special Meetings. Special meetings of the Owners may be called at any time by the Board of Directors, or upon written request of at least fifteen percent (15%) of the Owners. Only business within the purpose or purposes described in the meeting notice may be conducted at a special meeting.

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 or sent by United States mail, postage prepaid, statutory overnight delivery, or issued electronically in accordance with Chapter 12 of Title 10 of the Official Code of Georgia Annotated, the "Uniform Electronic Transactions Act," 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.

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 Membership List. After the record date for any meeting is established by the Board of Directors, the Secretary shall prepare an alphabetical list of the names and addresses of all of the members who are entitled to notice of the meeting. Beginning at least two (2) business days after notice is given of the meeting for which the list was prepared, the list of members shall be available for inspection: (1) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting or upon

request; or (2) for any member or a member's agent or attorney, during ordinary business hours at the Association's principal office or at a reasonable place identified in the meeting notice in the city where the meeting will be held. In the event that the Association makes the list available on an electronic network, the Association may take reasonable steps to ensure that such information is available only to members of the Association. In addition, the list shall be available for inspection at the meeting or any adjournment thereof.

4.6 Quorum. The presence at the meeting of Owners and/or proxies holding 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.

4.7 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.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of Board of Directors.
- (f) Reports of committees, if any.
- (g) Election of Directors.
- (h) Unfinished business.
- (i) 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. During such time as the Declarant has the right to appoint and remove the officers and directors of the Association, no decision or resolution duly adopted by the Owners shall be effective or valid until the Declarant's written approval or consent shall have been obtained.

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. The record date for such action shall be the date that the first member signs a consent. Such action shall be approved when the Secretary receives a sufficient number of consents dated within seventy (70) days of the record date for such action. If an action of the members is approved by consent in writing or by electronic transmission 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.

4.12 Record Date. The Board of Directors shall fix in advance a record date for a determination of members entitled to notice of and to vote at any meeting of members or any adjournment thereof, or to make a determination of members for any other purpose, such date to be not more than seventy (70) days before the date on which the particular action requiring such determination of members is to be taken.

Article 5 Board of Directors

5.1 Directors Appointed by Declarant. The Declarant shall have the right to appoint and remove any member or members of the Board of Directors and any officer of the Association as provided in the Declaration. The directors and officers appointed by the Declarant need not be Owners in the Condominium.

5.2 Number and Qualifications. During the period that the Declarant has the right to appoint and remove the officers and directors of the Association as provided above, the Board of Directors shall consist of one (1) to three (3) directors as determined by Declarant in writing from time to time. Following expiration of the period of the Declarant's right to appoint and remove the officers and directors of the Association, the Board of Directors of the Association shall be

composed of three (3) persons. With the exception of those persons appointed as directors by the Declarant each such person shall be a member of the Association or the representative of a member.

5.3 Election and Term of Office. Prior to the termination of the Declarant's right to appoint and remove the officers and directors of the Association, the Declarant shall give at least seven (7) days' written notice to each member of a special meeting of the members, to be held not more than ninety (90) days prior to the date of such termination, to elect a new board of directors. At such meeting the Owners shall elect three (3) directors as follows: the initial term of two (2) directors shall be one (1) year and the initial term of one (1) director shall be two (2) years. Upon the expiration of the initial term of office of each director elected by the members as provided above, successors shall be elected at annual meetings thereafter (or pursuant to Section 4.11 hereof) to serve a term of two (2) years, and all subsequent terms shall be for two (2) years. 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.

5.4 Removals; Vacancies. Following expiration of the period of the Declarant's right to appoint and remove the officers and directors 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, during the Development Period, the Declarant. In the event of death or resignation of a director, a successor shall be selected by the remaining members of the Board of Directors. In the event of removal of a director, a successor shall be elected by the Owners. Any successor elected shall serve for the unexpired term.

5.5 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.

5.6 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.

5.7 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.

5.8 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.

5.9 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 directors representing at least two-thirds (2/3) of the votes of the Board of Directors 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 each other. Directors may not participate in meetings by proxy.

5.10 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) Employ a manager or managing agent for the Association;

(o) Conduct litigation on behalf of the Association;

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

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

(r) 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.

5.11 Borrowing. The Board of Directors shall have the power to borrow money without the approval of the members of the Association; provided, however, the Board shall obtain membership approval in the same manner as for special assessments, in the event that the total amount of such borrowing exceeds or would exceed Ten Thousand and No/100 Dollars (\$10,000.00).

5.12 Fining Procedure. The Board shall not impose a fine (a late charge shall not constitute a fine) unless and until the following procedure is followed:

(a) Written notice shall be delivered to the member by personal delivery at the Unit or first-class or certified mail sent to the address of the member shown on the Association's records, specifying:

(1) the nature of the violation, the fine to be imposed and the date, not less than ten (10) days or, in the event of an unapproved sign, twenty-four (24) hours, from the date of the notice, that the fine will take effect;

(2) that the violator may, within ten (10) days from the date of the notice or, in the event of an unapproved sign, twenty-four (24) hours from the date of the notice, request a hearing before the Board regarding the fine imposed;

(3) the name, address and telephone numbers of a person to contact to request a hearing;

(4) that any statements, evidence, and witnesses may be produced at the hearing; and

(5) that all rights to have the fine reconsidered are waived if a hearing is not requested within ten (10) days of the date of the notice or, in the event of an unapproved sign, twenty-four (24) hours from the date of the notice.

(b) If a hearing is requested, it shall be held before the Board in executive session, and the violator shall be given a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing. Except for the display of unapproved signs, the fine shall run from the date that a decision is made by the Board at the conclusion of the hearing or such later date as the Board may determine. With respect to fines resulting from the display of an unapproved sign, if the Board does not decide to remove the fine

for the violation after the hearing, the fine shall run from the date which is twenty-four (24) hours after notice of the violation was provided pursuant to Section 5.12(a) hereof.

Article 6 Officers

6.1 Designation. The principal officers of the Association shall be the President, Secretary and Treasurer, all of whom shall be appointed by the Declarant for such time as provided in the Declaration. 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. After the expiration of the period of the Declarant's right to appoint and remove the officers and directors of the Association, 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. Except for those officers appointed by Declarant, 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. This Section shall not apply to officers appointed by Declarant.

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. The Association shall keep such books and records as by law provided and shall make same available for inspection by any Owner, any institutional holder of a first mortgage on a Unit, and their respective agents and attorneys, for any proper purpose at any reasonable time.

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 Amendment. Except where a higher vote is required for action under a particular provision of these Bylaws or the Declaration or by the Act, 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 Owners holding at least two-thirds (2/3) of the Total Association Vote; provided however, during such time as the Declarant has the right to appoint the officers and directors of the Association, these Bylaws may be amended upon the agreement of the Declarant and the Owners holding at least two-thirds (2/3) of the Total Association Vote, exclusive of any vote or votes appurtenant to any Unit or Units then owned by the Declarant. During the Development Period, any amendment to these Bylaws shall require the written consent of Declarant. 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. 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 the Declaration, these Bylaws, the Articles of Incorporation and Georgia law were given. Any amendment so certified and recorded shall be conclusively presumed to have been duly adopted. Any member may evidence consent to any amendment in writing without the necessity of a meeting or to supplement votes received at a meeting. No amendment shall be effective until it is filed for record in the office of the Clerk of Superior Court of Fultont County, Georgia. Owners whose voting rights have been suspended pursuant to the Declaration or these Bylaws shall not be counted toward the amendment requirement.

In addition to the above, material amendments to these Bylaws 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.

During the Development Period, no provision of these Bylaws which reserves or grants special rights to Declarant and/or its affiliates shall be amended without the prior written consent

of Declarant and any affiliates affected by such amendment. No provision of these Bylaws which reserves or grants special rights to the Master Association or Master Declarant shall be amended without the prior written consent of the Master Association or Master Declarant, as the case may be.

Notwithstanding the foregoing, the Association, acting through the Board of Directors and without any further consent or action on the part of the members but with the consent of Declarant during the Development Period, may amend these Bylaws (aa) to comply with any applicable state, city, county or federal law, (bb) to bring the Condominium into compliance with applicable rules, regulations and/or requirements of the Fannie Mae, the Federal Home Loan Mortgage Corporation, the U.S. Department of Housing and Urban Development, and/or the U.S. Department of Veterans Affairs, (cc) to correct scrivener's errors, and (dd) for such other specific purposes permitted under Georgia law and the Act.

Any action to challenge the validity of an amendment adopted under this Section must be brought within one (1) year after the recording of the amendment in the Office of the Clerk of Superior Court of Fultont County. No action to challenge such amendment may be brought after such time.

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EXHIBIT "D"
Assigned Parking Spaces