

ARTICLES OF INCORPORATION OF
NORTHCREST HOMEOWNERS ASSOCIATION, INC.

I.

The name of the corporation is:
"NORTHCREST HOMEOWNERS ASSOCIATION, INC."

II.

The corporation shall have perpetual duration.

III.

The corporation is organized for the following purposes:

To acquire and administer funds which shall be devoted to the insurance, upkeep, repair, maintenance and welfare of the townhouses, buildings and common area in a townhouse subdivision known as Northcrest Townhouses; and is to promote cooperation among the property owners who may own and use the townhouses, buildings and common area in a townhouse subdivision known as Northcrest Townhouses.

IV.

The affairs of the corporation shall be managed by a board of directors. The method of election of directors shall be as determined by the By-Laws of the corporation.

V.

The corporation is not organized and shall not be operated for pecuniary gain or profit. No part of the property of the corporation and no part of its net earnings shall inure to the benefit of any director or other private individual. The corporation shall never be authorized to engage in a regular business of a kind ordinarily carried on for profit or in any

ARTICLES OF AMENDMENT

FOR

NORTHCREST HOMEOWNERS ASSOCIATION, INC.

1. The name of the Corporation is NORTHCREST HOMEOWNERS ASSOCIATION, INC.

2. The Articles of Incorporation are amended by changing the name of the Corporation to NORTHCREST CONDOMINIUM ASSOCIATION, INC.

3. The Amendment was adopted by the members at a duly called and constituted meeting held on October 11, 1979 at which those members holding 75 number of votes entitled to be cast were present in person or by proxy and at which those members holding 74 number of votes, which constitutes at least two-thirds of the votes which members present in person or by proxy were entitled to cast, voted in favor of the Amendment.

IN WITNESS WHEREOF, the Corporation has caused this Amendment to be executed by its duly authorized officers.

This 11th day of October, 1979.

NORTHCREST HOMEOWNERS ASSOCIATION, INC.

BY: *Charles H. Hill*
President

Attest: *Linda H. Crowell*
Secretary

RECEIVED
OCT 19 2 38 PM '79

SECRETARY OF STATE

other activity except in furtherance of the purposes stated above for which the corporation is organized. The corporation shall never engage in propoganda, attempt to influence legislation, or participate in any political campaign on behalf of any candidate for public office, nor shall any part of its property or any part of the income therefrom be devoted to such purposes.

VI.

The initial registered office of the corporation shall be at 3308 Northcrest Road, Doraville, Georgia 30340. The initial registered agent of the corporation at such address shall be Bruce R. Davis.

VII.

The initial board of directors shall consist of three (3) members who shall be:

Bruce R. Davis	420 14th Street, N.W. Atlanta, Georgia 30318
Eugene H. Kornblum	420 14th Street, N.W. Atlanta, Georgia 30318
Harvey U. Rubin	420 14th Street, N.W. Atlanta, Georgia 30318

VIII.

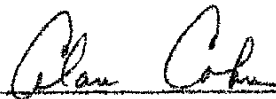
The name and address of the incorporator is Alan Cohn, 2150 National Bank of Georgia Building, Atlanta, Georgia 30303.

IX.

Every person who is the record owner of a fee or undivided fee interest in any townhouse which is subject by covenants of record to assessment by the Association shall be a member of the Association. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation. No owner, whether one or more persons, shall have more than one membership per townhouses. Membership shall be appurtenant to and may not be separated from

ownership of any townhouse. Ownership of a townhouse shall be the sole qualification for membership.

IN WITNESS WHEREOF, the undersigned executes these Articles of Incorporation.



Alan Cohn
Incorporator

FILED IN OFFICE
This 28 day of Sept 1972
Dorothy Burgess Clerk

IN THE SUPERIOR COURT OF
DEKALB COUNTY, GEORGIA

The petition of ALAN COHN, petitioner, shows the
Court as follows:

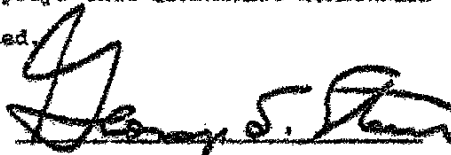
1.

The Articles of Incorporation of NORTHCREST HOMEOWNERS
ASSOCIATION, INC., executed by the incorporator are attached
hereto.

2.

The certificate of the Secretary of State that the
name "NORTHCREST HOMEOWNERS ASSOCIATION, INC. is available is
attached hereto.

WHEREFORE, petitioner prays that NORTHCREST HOMEOWNERS
ASSOCIATION, INC., be incorporated.



Attorney for Petitioner

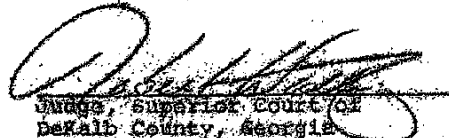
2150 National Bank of Ga. Bldg.
Atlanta, Georgia 30303
524-8802

ORDER

The Articles of Incorporation of NORTHCREST HOMEOWNERS
ASSOCIATION, INC., and the certificate of the Secretary of State
of Georgia that the name NORTHCREST HOMEOWNERS ASSOCIATION, INC.
is available having been examined and found lawful;

IT IS HEREBY ORDERED that NORTHCREST HOMEOWNERS
ASSOCIATION, INC., be and it hereby is incorporated under the laws
of the State of Georgia.

This 20th day of September, 1972


Judge, Superior Court of
DeKalb County, Georgia

RECEIVED
OCT 7 8 40 AM '72
BEN W. FORTSON
SECRETARY
OF STATE

New Era Publishing Company Inc.

BRITT FAYSSOUX
CHAIRMAN OF THE BOARD AND
EDITOR-IN-CHIEF

525 MARSHALL STREET
P. O. BOX 310
DECATUR, GEORGIA 30031

J. R. BOATRIGHT
PRESIDENT AND
GENERAL MANAGER

THE DEKALB NEW ERA
THE LITHONIA OBSERVER
THE NORTH DEKALB RECORD
THE GLENWOOD HILLS NEWS

PUBLISHING
PRINTING
MAILING

PUBLISHER'S AFFIDAVIT

GEORGIA - DEKALB COUNTY.

Personally appeared before the undersigned attesting officer, duly authorized to administer oaths, Carol E. Wheeler, who first being duly sworn, deposes and says on oath that he/she is the Bookkeeper of The DeKalb New Era, a newspaper having a general circulation and its principal office in DeKalb County, Georgia, and that there has been deposited with said newspaper sufficient funds to cover the costs of advertising the ^{Articles of Incorporation} ~~(Petition, Amendment)~~ entered thereon in the matter of NORTHEAST HOMEOWNERS ASSOCIATION, INC., once a week for four weeks.

Carol E. Wheeler

Sworn to and subscribed
before me this 28th day
of September 1972

J. B. Evans
Notary Public

Notary Public, Georgia State at Large.
My Commission Expires March 7, 1975

FILED IN OFFICE THIS 28th DAY OF SEPTEMBER, 19 72.

THERON BURGESS

GEORGIA, DeKALB COUNTY:

I, THERON BURGESS, Clerk of Superior Court, in and for said County, hereby certify that the foregoing is a true and correct copy of ARTICLES OF INCORPORATION OF

"NORTHCREST HOMEOWNERS ASSOCIATION, INC."

and Order of Court, granting same, as appears of file and of Record in my office, and that all cost in said proceedings have been paid.

Witness my hand and the seal of said

Court, this 28th day of SEPTEMBER, 19 72.

Theron Burgess
Clerk Superior Court
DeKalb County, Georgia

EXHIBIT B

BY-LAWS OF

NORTHCREST CONDOMINIUM ASSOCIATION, INC.

HYATT & RHOADS

2200 Peachtree Center Harris Tower
Atlanta, Georgia 30303
(404) 659-6600

1625 I Street
Washington, D.C. 20006
(202) 488-4418

BOOK 4154 PAGE 408

TABLE OF CONTENTS

	<u>Page</u>
I. GENERAL	
1. Applicability.....	1
2. Name.....	1
3. Membership.....	1
4. Voting.....	2
5. Majority.....	3
6. Purpose.....	3
II. DEFINITIONS	
1. Act.....	4
2. Association.....	4
3. Board.....	4
4. Common Elements.....	4
5. Condominium.....	4
6. Declaration.....	4
7. Mortgage.....	5
8. Officer.....	5
9. Owner.....	5
10. Person.....	5
11. Unit.....	5
III. MEETINGS OF MEMBERS	
1. Annual Meetings.....	6
2. Special Meetings.....	6
3. Notice of Meetings.....	6
4. Waiver of Notice.....	7
5. Quorum.....	7
6. Adjournment.....	7
7. Proxy.....	7
8. Consents.....	8
9. Conduct of Meetings.....	8
IV. BOARD OF DIRECTORS	
1. Composition.....	8
2. Election and Term of Office.....	9
3. Removal of Members of the Board of Directors.....	9
4. Vacancies.....	10
5. Compensation.....	10
6. Regular Meetings.....	10
7. Special Meetings.....	10

- 8. Waiver of Notice.....11
- 9. Quorum.....11
- 10. Conduct of Meetings.....11
- 11. Action Without a Meeting.....12
- 12. Powers and Duties.....12
- 13. Management Agent.....12
- 14. Borrowing.....13
- 15. Architectural Standards Committee.....13
- 16. Other Committees.....13

V. OFFICERS

- 1. Designation.....13
- 2. Election of Officers.....14
- 3. Removal of Officers.....14
- 4. President.....14
- 5. Vice President.....14
- 6. Secretary.....15
- 7. Treasurer.....15
- 8. Agreements, Contracts, Deeds, Leases,
Checks, Etc.15

VI. ASSOCIATION RESPONSIBILITIES

- 1. Liability and Indemnification of Officers
and Directors.....16
- 2. Insurance.....17
- 3. Repair and Reconstruction.....21
- 4. Architectural Standards.....23
- 5. Maintenance Responsibility.....24

VII. ASSESSMENTS

- 1. Purpose of Assessment.....26
- 2. Creation of the Lien and Personal
Obligation of Assessments.....27
- 3. Acceleration.....28
- 4. Computation of Budget and Assessments.....28
- 5. Special Assessments.....29
- 6. Lien for Assessments.....29
- 7. Capital Budget and Contribution.....29

VIII. USE RESTRICTIONS AND RULE MAKING

- 1. Authority and Enforcement.....30
- 2. Procedure.....30

IX. MISCELLANEOUS

1.	Notices.....	32
2.	Severability.....	33
3.	Captions.....	33
4.	Gender and Grammar.....	33
5.	Fiscal Year.....	33
6.	Audit.....	33
7.	Right of Entry.....	33
8.	Conflicts.....	34
9.	Condemnation.....	34
10.	Amendment.....	35
11.	Books and Records.....	35

EXHIBIT "B"

BY-LAWS OF
NORTHCREST CONDOMINIUM ASSOCIATION, INC.

Article I

General

Section 1. Applicability. These By-Laws provide for the self government of Northcrest, a Condominium, in accordance with the Articles of Incorporation and the Declaration of Condominium for Northcrest, a Condominium, and are to be recorded simultaneously with such Declaration in the DeKalb County, Georgia Records.

Section 2. Name. The name of the corporation is Northcrest Condominium Association, Inc., hereinafter referred to as the Association.

Section 3. Membership. An owner of a unit shall automatically become a member of the Association upon taking title to the unit and shall remain a member for the entire period of ownership; as may be more fully provided below, a spouse of a member may exercise the powers and privileges of the member. If title to a unit be held by more than one person, the membership shall be shared in the same proportion as the title, but there shall be only one membership and one vote per unit. Membership does not include persons who hold an

interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the owner's membership. Membership shall be appurtenant to the unit 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.

Section 4. Voting. Each unit shall be entitled to one vote which may be cast by the owner, the owner's spouse, or by a lawful proxy as provided below. When more than one person owns a unit, if only one of those persons is present at a meeting of the Association, that person shall be entitled to cast the vote appertaining to that unit; however, if more than one of those persons is present, the vote appertaining to that unit shall be cast only in accordance with their unanimous agreement, and such consent shall be conclusively presumed if any one of them purports to cast the vote appertaining to that unit without protest being made by any of the others to the person presiding over the meeting. In the event of disagreement among such persons and an attempt by two or more of them to cast such vote or votes, such persons shall not be recognized and none of such attempted votes shall be counted. In no event shall more than one vote be cast with respect to any unit.

No owner shall be eligible to vote, either in person or by proxy, or be elected to the Board of Directors who is shown on the books or management accounts of the Association

to be ten days delinquent in any payment due the Association. Any owner may bring his or her account current so as to be eligible to vote at any time prior to midnight of the day preceding the date the vote is to be taken.

Section 5. Majority. As used in these By-Laws, the term "majority" shall mean those votes, owners, members of the Board of Directors or other groups as the context may indicate totalling more than fifty (50%) percent of the total eligible number of votes, owners, members of the Board of Directors or other groups. Unless otherwise specifically stated, the words "majority vote" mean more than fifty (50%) percent of those eligible voting in person or by proxy. Unless otherwise provided in the Declaration or these By-Laws, all decisions shall be by majority vote.

Section 6. Purpose. The Association shall have the responsibility of administering the condominium, establishing the means and methods of collecting the contributions to the common expenses, arranging for the management of the condominium and performing all of the other acts that may be required to be performed by the Association by the applicable condominium statute and the Declaration. Except as to those matters which either the applicable condominium statute, the Declaration, or the Georgia Nonprofit Corporation Code specifically require to be performed by the vote of the Association, the administration of the foregoing responsibilities shall be

performed by the Board of Directors as more particularly set forth below.

Article II

Definitions

Unless the context otherwise requires, the terms as used in these By-Laws, the Declaration and the Articles of Incorporation shall have the following meanings:

Section 1. Act or Georgia Condominium Act means the Georgia Condominium Act, Ga. Laws 1975, No. 463, Ga. Code Ann. Chapter 85-16E, as it may be amended.

Section 2. Association shall mean Northcrest Condominium Association, Inc. and its successors.

Section 3. Board or Board of Directors shall mean the governing body of the Association.

Section 4. Common Elements or common areas shall mean that area and property submitted to be part of the condominium but not included within the boundaries of a unit and as further defined in the Declaration.

Section 5. Condominium shall mean all that property submitted to the Act as described in Exhibit "A" to the Declaration.

Section 6. Declaration shall mean that Declaration of Condominium for Northcrest, a Condominium, which is filed simultaneously with these By-Laws and which these By-Laws are part thereof, in the Office of the Clerk of the Superior Court

of DeKalb County, Georgia for the purpose of submitting the condominium to the Act, as that document may be lawfully amended.

Section 7. 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 for such purpose of fee title.

Section 8. Officer shall mean those individuals who are elected by the Board to serve as President, Vice President, Secretary, or Treasurer or such other subordinate offices as the Board may determine necessary.

Section 9. Owner shall mean the record title holder of a unit within the condominium, but shall not mean a mortgage holder.

Section 10. Person shall mean any individual, corporation, firm, association, partnership or other legal entity.

Section 11. Unit shall mean that portion of the condominium intended for individual ownership and use as described in the Declaration.

Other terms shall have their natural meanings or the meanings given in the Declaration, the Act, or the Georgia Nonprofit Corporation Code.

Article III

Meetings of Members

Section 1. Annual Meetings. The regular annual meeting of the members shall be held within the first fifteen days of November, on such a date and at such a time as shall be set by the Board. Meetings shall be at the condominium or another suitable place set by the Board.

Section 2. Special Meetings. Special meetings of the members for any purpose may be called at any time by the President, the Secretary, or Treasurer, or by request of any three or more members of the Board of Directors, or upon written request of the members who have a right to vote one-fourth (1/4) of all of the votes of the entire membership.

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

Section 4. Waiver of Notice. Waiver of notice of a meeting of the owners shall be deemed the equivalent of proper notice. Any owner may, in writing, waive notice of any meeting of the owners, either before or after such meeting.

Additionally, attendance at any meeting by an owner, whether in person or by proxy, shall be deemed waiver by such owner of notice of the time, date and place thereof unless such owner specifically objects to the lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to the lack of notice is raised before the business, of which proper notice was not given, is put to a vote.

Section 5. Quorum. The presence, in person or by proxy, of persons eligible to cast twenty-five percent (25%) of the votes of the Association shall constitute a quorum.

Section 6. Adjournment. Any meeting of the owners may be adjourned from time to time by vote of the persons holding the majority of the votes represented at such meeting, regardless of whether a quorum is present. Any business which could be transacted properly at the original session of the meeting may be transacted at an adjourned session, and no additional notice of such adjourned session shall be required.

Section 7. Proxy. Any member entitled to vote may do so by written proxy duly executed by the member which is

dated and which sets forth the meeting at which the proxy is valid. To be valid, a proxy must be filed with the Secretary prior to the opening of the meeting for which it is to be used. No proxy shall be revocable except by written notice delivered to the Association by the unit owner. Any proxy shall be void if it purports to be revocable without notice.

Section 8. Consents. Any action which may be taken by a vote of the owners may also be taken by written consent signed by all owners.

Section 9. Conduct of Meetings. The President shall preside over all meetings of the members and the Secretary shall keep a minute book recording therein all resolutions adopted by the members and a record of all transactions. The President may conduct meetings in accordance with Roberts Rules of Order (latest edition). Roberts Rules of Order shall govern the conduct of the meeting, when not in conflict with these By-Laws, with respect to any objection raised by a member as to the manner in which the President conducts the meeting.

Article IV

Board of Directors

Section 1. Composition. The affairs of the Association shall be governed by a Board of Directors. The Board shall be composed of five (5) persons. The directors shall be owners of units or spouses of such owners; provided,

however, that no owner and his or her spouse may serve on the Board at the same time.

Section 2. Election and Term of Office. The directors shall be elected at the annual meeting for staggered terms of two years. At least two and not more than three directors shall be elected each year. The terms of the directors shall not commence on the date of the annual meeting but shall commence on January 1 of the succeeding year. The terms shall expire on December 31 of the year following the year in which the terms commenced.

The vote appertaining to each unit may be cast once for each director to be elected, and the persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 3. Removal of Members of the Board of Directors. At any regular or special meeting of the Association duly called, any one or more of the members of the Board of Directors may be removed with or without cause by a majority of the members and a successor may then and there be elected to fill the unexpired term of the vacancy thus created. Any director whose removal has been proposed by the members shall be given at least ten (10) days notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting.

Section 4. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a director by vote of the Association shall be filled by a vote of the majority of the remaining directors, even though less than a quorum, at any meeting of the Board of Directors. Each person so selected shall serve for the remainder of the term of the director being replaced.

Section 5. Compensation. Directors shall not be compensated unless and to the extent the members of the Association authorize at any meeting duly called for that purpose. This provision shall not be construed to limit the right of any officer or director to reimbursement for authorized expenses incurred on behalf of the Association.

Section 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, but such meetings shall be held at least once every three months. The Board, including current members and those whose terms will begin the following January, shall meet within ten (10) days after each annual meeting of the members.

Section 7. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each director given by mail, in person or by telephone, which notice shall state the time, place and purpose

of the meeting. Special meetings of the Board of Directors shall be called by the President, Secretary or Treasurer in like manner and on like notice on the written request of at least two (2) directors.

Section 8. Waiver of Notice. Any director may, at any time, in writing, waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board of Directors shall also constitute a waiver of notice by him or her of the time and place of such meeting. If all directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 9. Quorum. Unless otherwise provided herein, a majority of the members of the Board of Directors shall be necessary to constitute a quorum for the transaction of business at a meeting, but a smaller number may adjourn the meeting to a future time.

Section 10. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors and the Secretary shall keep a minute book recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings. All decisions of the Board shall be by majority vote, unless otherwise explicitly provided in these By-Laws.

Section 11. Action Without a Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the directors consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors.

Section 12. Powers and Duties. The Board of Directors shall manage the affairs of the Association, shall supervise all officers, agents, and employees of the Association, and shall have all the powers and duties necessary for the administration of the condominium and may do all such acts and things as are not by the Declaration, Articles of Incorporation, or these By-Laws directed to be done and exercised exclusively by the members. The Board shall have the power to adopt such rules and regulations as it deems necessary and appropriate and to impose sanctions for violations thereof, including without limitation, monetary fines. It shall also have the power to declare vacant the office of a member of the Board of Directors in the event such member has been absent from three consecutive regular meetings of the Board.

Section 13. Management Agent. Upon the authorization of the Association, the Board of Directors may employ for the condominium a professional management agent or agents, at a compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize.

Section 14. Borrowing. Upon the unanimous vote of the Board of Directors, the Board shall have the power to borrow money for the purpose of repair or restoration of common elements and for emergencies; provided, however, that the Board shall obtain membership approval in the same manner as for special assessments set forth in Article VII, Section 5, in the event that the proposed borrowing is for any other purpose, including, but not limited to, the purpose of modifying, improving, or adding amenities to the Condominium.

Section 15. Architectural Standards Committee. The Board may establish an Architectural Standards Committee for the purpose of establishing and maintaining architectural standards on condominium property as hereinafter provided.

Section 16. Other Committees. There shall be such other committees as the Board shall determine with the powers and duties that the Board shall authorize.

Article V

Officers

Section 1. Designation. The principal officers of the Association shall be the President, one or more Vice Presidents, the Secretary, and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an Assistant Treasurer, an Assistant Secretary, and such other subordinate officers as in its judgment may be

necessary. Except for the offices of Secretary and Treasurer, which may be held by the same person, no person may hold more than one office.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors, at the first meeting of the Board of each calendar year. The officers shall hold office at the pleasure of the Board of Directors and until successors are elected.

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

Section 4. President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board of Directors. The President shall have all the general powers and duties which are incident to the office of the president of a corporation organized under Georgia Law, including but not limited to the power to appoint committees from among the members from time to time as he or she may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. The Vice President (or Vice-Presidents in the order designated by the Board) shall act

in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Board of Directors and shall have charge of such books and papers as the Board of Directors may direct, and shall, in general, perform all duties incident to the office of the secretary of a corporation organized in accordance with Georgia law.

Section 7. Treasurer. The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Association or the managing agent in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall be responsible for the preparation of the budget as provided below. If the Association employs a management agent the duties may be delegated to the agent. In such case, the duties shall be performed by the Treasurer in conjunction with the management agent.

Section 8. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, promissory notes, and other instruments of the Association

shall be executed by at least two (2) officers or by such other person or persons as may be designated by resolution of the Board of Directors. The Board may authorize execution by any one or more persons of checks for general operating expenses.

Article VI

Association Responsibilities

Section 1. Liability and Indemnification of Officers and Directors. 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 he or she may be 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, negligence or otherwise, except for their own individual willful misfeasance, malfeasance or nonfeasance. 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 (except to the extent that such officers or directors may also be members of the Association) and the Association shall 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 and, if obtainable, officers' and directors' liability insurance to fund this obligation and the insurance shall be written as provided in Section 2 of this Article VI.

Section 2. Insurance. The Association shall obtain and maintain at all times as a common expense a casualty insurance policy or policies affording fire and extended coverage for and in an amount consonant with the full replacement value of all structures within the condominium and a liability insurance policy or policies in amounts not less than \$500,000 for injury, including death, to a single person, \$1,000,000 per injury or injuries, including death, arising out of a single occurrence, and \$50,000 property damage, covering the Association, the Board of Directors, officers, and all agents and employees of the Association, and all unit owners and other persons entitled to occupy any unit or other portion of the condominium property.

All such insurance coverage shall be written in the name of the Association as trustee for each of the owners.

The Association's Board of Directors shall conduct an insurance review once every three years which shall include a replacement cost appraisal, without respect to depreciation, of all insurable improvements on the Condominium property, by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with housing construction in the Atlanta, DeKalb County, Georgia area. Such insurance shall run to the benefit of the Association, the respective unit owners and their respective mortgagees, as their interests may appear. The Board of Directors, in its discretion, may obtain insurance coverage containing deductible amounts, which deductible shall be treated as a maintenance expense in accordance with Section 5 of this Article.

(a) The Board of Directors shall utilize every reasonable effort to secure a master policy covering physical damage that will provide the following:

(1) That the insurer waives its rights of subrogation of any claims against directors, officers, the managing agent, the individual owners and their respective household members.

(2) That the master policy on the condominium cannot be cancelled, invalidated, or suspended on account of the conduct of any director, officer or employee of the Association or the managing agent without a prior demand in writing delivered to the Association and to all mortgagees of units to

cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured.

(3) That any "no other insurance" clause contained in the master policy shall expressly exclude individual unit owners' policies from its operation.

(4) That until the expiration of thirty (30) days after the insurer gives notice in writing to the mortgagee of any unit, the mortgagee's insurance coverage will not be affected or jeopardized by any act or conduct of the owner of such unit, the other unit owners, the Board of Directors, or any of their agents, employees, or household members, nor canceled for nonpayment of premiums.

(5) That the master policy may not be canceled or substantially modified without at least thirty (30) days' prior notice in writing to the Board of Directors and all mortgagees of units.

(6) An agreed value endorsement.

(7) That the deductible amount per occurrence shall not exceed one thousand (\$1,000.00) Dollars.

(b) All policies of insurance shall be written with a company licensed to do business in the State of Georgia and holding a rating of XI or better in the Financial Category as established by A.N. Best Company, Inc., if available and, if not available, the best rating available. The company shall provide insurance certificates to each owner and each mortgagee.

(c) In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by individual unit owners or their mortgagees.

(d) Exclusive authority to adjust losses under the insurance policies required under this Section shall be vested in the Board of Directors or its duly authorized agent.

(e) Each unit owner shall notify the Board of Directors of all structural improvements made by the unit owner to his or her unit.

(f) In addition to the insurance required herein above, the Board shall obtain as a common expense:

(1) Workmen's compensation insurance if and to the extent necessary to meet the requirements of law.

(2) Public liability and officers' and directors' liability insurance in such amounts as the Board may determine but in no event less than that required herein. Such insurance shall contain a cross liability endorsement.

(3) Fidelity bonds, as the Board reasonably deems appropriate, covering officers, directors, employees and other persons who handle or are responsible for handling Association funds. Such bonds shall be in an amount equal to at least one hundred fifty (150%) percent of the reserve on hand at the beginning of each year plus three month's operating expenses of the Association and shall contain waivers of any defense based upon the exclusion of persons serving without compensation.

(4) Such other insurance as the Board of Directors may determine to be necessary.

(g) The Association shall not obtain public liability insurance for individual owners for liability arising within the unit.

Section 3. Repair and Reconstruction. In the event of damage to or destruction of all or any part of the structures as a result of fire or other casualty, unless ninety (90%) percent of the unit owners vote not to proceed with the reconstruction and repair of the structure, the Board of Directors or its duly authorized agent shall arrange for and supervise the prompt repair and restoration of the structure in accordance with the plats and plans. In the event of substantial damage or destruction, each institutional holder of a first mortgage shall be entitled to written notice of the damage, and nothing in these documents shall be construed to afford a priority to any unit owner with respect to the distribution of proceeds to any such unit.

The procedure for repair and reconstruction shall be:

(a) Cost Estimates. Immediately after a fire or other casualty causing damage to the structure required to be insured under the master policy, the Board of Directors shall retain reliable and detailed estimates of the cost of repairing and restoring the structures to a condition as good as that existing before such casualty. If the damage is to a unit or

units, the Board of Directors may delegate the duty of obtaining the cost estimates to the owner(s) involved. Such costs may also include professional fees and premiums for such bonds as the Board of Directors determines to be necessary.

(b) Source and Allocation of Proceeds. If the proceeds of insurance are not sufficient to defray the said estimated costs of reconstruction and repair as determined by the Board of Directors, 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, assessments shall be made against the owners of the damaged units, and against all owners in case of damage to the common elements. If after repair and reconstruction is completed there is a surplus of funds, such funds shall be used as reasonably directed by the Board of Directors.

(c) Plans and Specifications. Any such reconstruction or repair shall restore the structures to substantially the same construction as they were immediately prior to the damage.

(d) Encroachments. Encroachments upon or in favor of units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis for any proceeding or action by the unit owner upon whose property such encroachment exists, provided that such reconstruction complies with Article VI, Section 3(c) hereinabove. Such encroachments

shall be allowed to continue in existence for so long as the reconstructed building shall stand.

(e) Construction Fund. The net proceeds of the insurance collected by the Association from assessments against unit owners 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 Section.

Section 4. Architectural Standards. No owner, occupant, or any other person shall (a) make any exterior change, alteration or construction; (b) erect, place or post any sign, object, light, or thing on the exterior of the buildings or any portion of the comon elements; (c) erect or place an exterior television or radio antenna of any sort on any portion of the buildings or common elements other than an aerial for a master antenna system, should such a system be utilized and require exterior antenna; or (d) paint the exterior of the unit, without first obtaining the written approval of the Board or its delegate. Application shall be made in writing and shall provide such information as the Board may reasonably require. The Board or its delegate may publish written architectural standards for exterior alterations or additions and any request in substantial compliance therewith shall be approved. In the event that the Board or its delegate fails to approve or to disapprove such application within sixty

(60) days after it shall have been submitted, its approval will not be required and this Section 4 will be deemed complied with.

Section 5. Maintenance Responsibility.

(a) By the Owner. Each owner shall maintain and keep in good repair all portions of his or her unit except as otherwise provided in subsection (b), including all glass surfaces and all doors, doorways, frames, and hardware that are part of the interior of the unit, and the patio appurtenant to the unit. Additionally, each owner shall maintain, repair, and replace all conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services which are contained within the unit and which serve only that unit. All fixtures and equipment installed within a unit, commencing at a point beyond, where applicable, the circuit breaker box or where the utility lines, pipes, wires, conduits or systems enter the exterior walls of a unit, shall be maintained and kept in repair by the owner thereof.

(b) By the Association. The Association shall maintain and keep in good repair as a common expense all of the condominium property not required to be maintained and kept in good order by an owner. The Association shall be responsible for the exterior building surfaces except those listed in Section 5(a) of this Article VI, whether or not included within the boundaries of a unit. More specifically, the Association

shall provide exterior maintenance upon each unit by painting, repairing, replacing, and caring for roofs, gutters, downspouts, and other exterior improvements, including patio fences and gates.

(c) Failure to Maintain. If the Board of Directors of the Association determines that:

(i) any owner has failed or refused to discharge properly his or her obligations with regard to the maintenance, repair or replacement of items

for which he or she is responsible hereunder; or

(ii) that the need for maintenance, repair or replacement which is the responsibility of the Association hereunder is caused through the willful or negligent act of an owner, his or her family, guests, lessees or invitees, and is not covered or paid for insurance in whole or in part,

then, in that event, the Association, except in an emergency situation, shall give the owner written notice of the Association's intent to provide such necessary maintenance, repair or replacement, at owner's sole cost and expense. This notice shall set forth with reasonable particularity the maintenance, repairs or replacement deemed necessary.

Owner shall have fifteen (15) days within which to complete said maintenance, repair or replacement, or in the event that such maintenance, repair or replacement is not

capable of completion within said fifteen (15) day period, to commence said maintenance, repair or replacement. If any owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair or replacement at owner's sole cost and expense; and said cost shall be added to and become a part of the assessment to which such owner is subject and shall become a lien against the unit.

(d) Insurance Deductibles. If maintenance is required as a result of an insured loss, the amount of the deductible shall be considered a maintenance expense to be paid by the person or persons who would be responsible for such repair in the absence of insurance. If the loss affects more than one 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 accordance with the total cost of repair.

Article VII

Assessments

Section 1. Purpose of Assessment. 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 in the Condominium as may be more specifically authorized from time to time by the Board.

Section 2. Creation of the Lien and Personal Obligation of Assessments. Each owner of any 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: (1) annual assessments or charges, and (2) special assessments, such assessments to be established and collected as hereinafter provided, and (3) specific assessments against any particular unit which are established pursuant to the terms of these By-Laws. All such assessments, together with charges, interest, costs, and reasonable attorney's fees, in the maximum amount provided in the Declaration shall be a charge on the unit and shall be a continuing lien 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 shall be liable for his or her portion of each assessment coming due while he or she is the owner of a unit and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, provided, however, that such grantee shall be entitled to a statement from the Board or its managing agent setting forth the amount of the unpaid assessments against the grantor, and such grantee shall not be liable for, nor shall the unit conveyed be subject to a lien or, any unpaid assessments against the grantor in excess of the amount therein

set forth. The Association may charge a reasonable fee not to exceed \$10.00 for such statement. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors; unless otherwise provided, the assessments shall be paid in monthly installments due on the first day of each month.

Section 3. Acceleration. If a unit owner shall be in default in payment of an installment of an assessment, including but not limited to the monthly installments based on the annual budget, the Board of Directors may accelerate the remaining installments upon ten days written notice to such unit owner, whereupon the entire unpaid balance of such assessment shall become due upon the date stated in such notice.

Section 4. Computation of Operating Budget and Assessment. It shall be the duty of the Board at least thirty (30) days prior to the Association's annual meeting to prepare a budget covering the estimated costs of operating the condominium during the coming fiscal year. The Board shall cause the budget and the assessments to be levied against each unit for the following year to be delivered to each member at least fifteen (15) days prior to the meeting. The budget and the assessment shall become effective unless disapproved at the annual meeting by a vote of a majority of the total eligible Association membership. Notwithstanding the foregoing, however, in the event that the membership disapproves the

proposed budget or the Board fails for any reason so to determine the budget for that fiscal year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the preceding fiscal year shall continue for the succeeding fiscal year.

Section 5. Special Assessments. If the assessment proves inadequate for any year or if a specific need arises, the Board may at any time levy a special assessment against the owners; provided, however, that prior to becoming effective, any special assessment shall be approved by the affirmative vote of a majority of those eligible voters present, in person or by proxy, at a special or annual meeting of the members, notice of which shall specify that purpose.

Section 6. Lien for Assessments. The Association shall have full and complete lien rights as provided or permitted by Section 41, Georgia Condominium Act, and the lien shall specifically include the maximum costs, charges, fees, and rents set out in Section 41(b) of that Act.

Section 7. Capital Budget and Contribution. The Board of Directors shall annually prepare a capital budget which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the

Association, as shown on the capital budget, with respect both to amount and timing by equal annual assessments over the period of the budget. The capital contribution required shall be fixed by the Board and included within the budget and assessment as provided in Section 4 of this Article. A copy of the capital budget shall be distributed to each member in the same manner as the operating budget.

Article VIII

Use Restrictions and Rule Making

Section 1. Authority and Enforcement. The condominium shall be used only for those uses and purposes set out in the Declaration. The Board of Directors shall have the authority to make and to enforce reasonable rules and regulations governing the conduct, use, and enjoyment of units and the common elements, provided that copies of all such rules and regulations be furnished to all owners. The Board shall have the power to impose reasonable fines upon the owners or occupants which shall constitute a lien upon the property and to suspend an owner's or occupant's right to use the common elements and the owner's right to vote, for violation of any duty imposed under the Declaration, these By-Laws or any rules and regulations duly adopted hereunder.

Section 2. Procedure. The Board shall not impose a fine, suspend a member's right to vote or infringe upon any

other rights of a member or other occupant for violation of rules unless and until the following procedure is followed:

(a) Demand. Written demand to discontinue an alleged violation shall be served by notice upon the alleged violator specifying: (i) the alleged violation; (ii) the action required to abate the violation; and (iii) (A) if the violation is a continuing one, a time period during which the violation may be abated without further sanction, or (B) if the violation is not a continuing one, a statement that any further violation of the same rule may result in the imposition of a sanction after notice and hearing.

(b) Notice. If the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board shall, within twelve months of the original demand, serve the violator with written notice of a hearing to be held by the Board. The notice shall contain: (i) the nature of the alleged violation; (ii) the time and place of the hearing, which time shall be not less than ten (10) days from the giving of the notice; (iii) an invitation to attend the hearing and produce any statement, evidence and witnesses on his or her behalf; and (iv) the proposed sanction to be imposed.

(c) Hearing. The hearing shall be held pursuant to this notice affording the member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder,

proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer or director who delivered such notice. The notice requirement shall be deemed satisfied if a violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

Article IX

Miscellaneous

Section 1. Notices. Unless otherwise provided in these By-Laws all notices, demands, bills, statements or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first class postage prepaid:

(a) If to a unit owner, at the address which the unit owner has designated in writing and filed with the Secretary, or if no such address has been designated, at the address of the unit of such owner; or

(b) If to the Association, the Board of Directors or the Managing Agent, at the principal office of the Association or the Managing Agent, if any, or at such other address as shall be designated in accordance with subsection (a) for notice to the owners.

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

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

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

Section 5. Fiscal Year. The fiscal year shall be the calendar year unless otherwise provided by resolution of the Board of Directors.

Section 6. Audit. An audit of the accounts of the Association shall be made annually in the manner as the Board of Directors may decide; provided, however that after having received the Board's audit at the annual meeting, the owners by a majority vote of eligible voters may require that the accounts of the Association be audited as a common expense by a public accountant.

Section 7. Right of Entry. Each owner or occupant shall afford to the other owners and to the Association,

their agents and employees, and to all policemen, firemen, ambulance personnel, and all similar persons such access through his or her unit as may reasonably be necessary to enable them to exercise and discharge their respective powers and responsibilities. Except in the event of emergencies, such right of access shall be exercised only during reasonable daylight hours , with reasonable notice to the owner affected when practicable. Additionally, the Association, its officers, agents, employees, or the employees of those performing services to or for the Association shall have access through and across the basement, subterranean room or rooms, or any other hall, passage room or area which any owner may construct or develop as part of his or her unit.

Section 8. Conflicts. In the event of conflicts between the Act, the Declaration and these By-Laws, the Act and the Declaration shall control in that order.

Section 9. Condemnation. In the event of a taking by condemnation or by eminent domain, the provisions of Section 6 of the Georgia Condominium Act shall prevail and govern. Each institutional holder of a first mortgage shall be entitled to written notice of any such condemnation proceedings, and nothing in these documents shall be construed to give a priority to any unit owner in the distribution of proceeds to such action.

Section 10. Amendment. These By-Laws may be amended by agreement of the unit owners to which two-thirds (2/3) of the votes in the Association appertain. Notice of any meeting at which an amendment will be considered shall state that fact and the subject matter of the proposed amendment. No amendment shall become effective until it is recorded in the Records of DeKalb County, Georgia.

Section 11. Books and Records. All members of the Association and any institutional holder of a first mortgage shall, upon written request, be entitled to inspect all books and records of the Association during normal business hours and upon reasonable notice at the office of the Association or other place designated reasonably by the Board of Directors as the depository of such books and records.



EXHIBIT "A"
NORTHCREST CONDOMINIUM ASSOCIATION COLLECTION POLICY

GENERAL INFORMATION:

Your board of directors has an obligation to manage the financial needs of your community.

The Northcrest Condominium Association, of which you are a member, collects regular dues or "general assessments" of predetermined amounts at predetermined times during the year to run the business affairs of the Association. Northcrest Condominium Association may also have the ability on occasion to collect special or specific assessments of varying amounts as the need arises.

Payment of assessments is NOT optional and is the sole responsibility of the legal owner of the property. Please be advised that allowing your account to become delinquent may have several consequences per your governing documents and Georgia law.

GENERAL ASSESSMENT DUE DATES:

- Annual assessment installments are due on the 1st of every month
- Annual assessment installments are late on the 10th of every month

LATE PAYMENTS AND INTEREST: In accordance with the Declaration, assessments that are not paid within 10 days of the due date shall be considered delinquent and shall be subject to a late fee equal to the greater of \$10.00 or 10% and bear interest at the lesser of (a) the rate of 10% per annum; or (b) the maximum rate of interest permissible under the laws of the State of Georgia.

SUSPENSION OF PRIVILEGES: The Association may suspend the membership rights of a delinquent Owner, including the right to vote, the right of enjoyment in and to the Common Property, and the right to receive and enjoy such servicing and other benefits as may then be provided by the Association.

SUSPENSION OF UTILITIES: Per the Georgia Condominium Act and the Property Owners Act, Section 44-3-76, to the extent provided in the condominium instruments, water, gas, electricity, heat, and air conditioning services being provided to a unit or unit owner by the association may be terminated for failure to pay assessments and other amounts due pursuant to subsection (a) of Code Section 44-3-109, subject to the suspension standards and notice requirements imposed on the institutional providers providing such services to the condominium development, only after a final judgment or final judgments in excess of a total of \$750.00 are obtained in favor of the association from a court of competent jurisdiction. The utility services shall not be required to be restored until the judgment or judgments are paid in full. All common expenses for termination of any services pursuant to this Code section shall be an assessment and a lien against the unit.

ESCALATION OF DELINQUENT ACCOUNTS:

DAY 15 - REMINDER NOTICE: If a homeowner has not paid their assessment, fines or other charges, or any part thereof, 15 days after the charge becomes due and payable, the Association's managing agent



will send the owner a reminder notice requesting immediate payment of the unpaid assessments, late charges and interest.

DAY 45 - SECOND REMINDER: If a homeowner has not paid their assessment, fines or other charges, or any part thereof, 45 days after the charge becomes due and payable, the Association's managing agent will send the homeowner a final notification that the account will be transferred to a collection agency if payment is not received within 15 days.

The collection agency will:

- Initiate a call and letter campaign.
- **Report the homeowner to credit bureau after 100 days.**

BALANCE DUE REACHES \$1,200.00 – TURN OVER TO THE ATTORNEY/SUIT RECOMMENDATIONS: The Association's managing agent can forward the delinquent owner's account to the Association's attorney for collection actions.

When the Association's attorney receives an owner's account, the attorney will take the following collection actions:

- Review online title records to verify ownership.
- Send collection demand letter to delinquent owner, giving the delinquent owner 30 days to pay or contest the debt.
- Review the file and recommend to the Board whether to pursue legal action and/or foreclosure. Upon Board approval, the attorney will file the appropriate lawsuit.

LIENS: Per the Property Owners Association Act and the Condominium Act, the Association is granted an automatic lien on all properties and the sale of the property will be prohibited unless any debts to the Association are satisfied at or before closing.

RETURNED CHECKS: If any Owner pays any assessment with a check on an account that has insufficient funds ("NSF"), the Board may, in its sole discretion, demand that all future payments be made by certified check or money order along with imposing a reasonable processing charge.

HARDSHIP CLAIMS: *If you are experiencing a hardship and are unable to make a complete payment, please contact your community association manager immediately to discuss your situation within 15 days of receipt of this letter to avoid possible legal action and incurring interest charges.* If no attempt is made to contact the property management company, the Association will have no choice but to pursue collections procedures as outlined in the Declaration of Covenants for the Association.

HIERARCHY OF PAYMENTS: Please be advised that any payment received by the Association shall be applied first to any attorney's fees and other costs of collection, then to any interest accrued on the late installment, then to any administrative late fee, and finally to the delinquent assessment.

AMENDED AND RESTATED DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
NORTHCREST TOWNHOUSES

HYATT & RHOADS

2200 Peachtree Center Harris Tower
Atlanta, Georgia 30303
(404) 659-6600

1625 I Street
Washington, D.C. 20006
(202) 488-4418

TABLE OF CONTENTS

	<u>Page</u>
1. NAME.....	1
2. COUNTY AND DESCRIPTION OF PROPERTY.....	1
3. UNITS AND BOUNDARIES.....	1
4. COMMON ELEMENTS.....	3
5. LIMITED COMMON ELEMENTS.....	5
6. COMMON EXPENSES.....	5
7. VOTES IN THE ASSOCIATION.....	6
8. PURPOSES AND USES.....	6
9. RENTING OR LEASING OF UNITS.....	9
10. SALE OF UNITS.....	13
11. POWERS OF THE ASSOCIATION AND THE BOARD OF DIRECTORS..	13
12. PREPARER.....	15
13. AMENDMENTS.....	15

AMENDED AND RESTATED DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
NORTHCREST TOWNHOUSES

WHEREAS, on March 22, 1973, N.S. Ventures, Inc., a Georgia corporation, filed and recorded an executed Declaration of Covenants, Conditions and Restrictions for Northcrest Townhouses (said Declaration, as lawfully amended prior to this Amendment and Restatement sometimes hereinafter referred to as the "Original Declaration"), in Deed Book 2974, Page 109 et seq., DeKalb County, Georgia Records; and

WHEREAS, such Declaration has been amended previously by amendments recorded in the DeKalb County, Georgia Records as follows:

<u>Book</u>	<u>Page</u>	<u>Date Recorded</u>
2994	529 <u>et seq.</u>	April 27, 1973
3018	63 <u>et seq.</u>	June 6, 1973
3233	257 <u>et seq.</u>	September 3, 1974
3338	400 <u>et seq.</u>	May 30, 1975
3342	335 <u>et seq.</u>	June 5, 1975; and

WHEREAS, a plat relating to Northcrest Condominium entitled "Plat of Property for Northcrest Condominiums" was recorded on March 22, 1973, in Condominium Plat Book 2, Page 20, DeKalb County, Georgia Records, which plat was revised by a corrected plat recorded June 6, 1973 in Condominium Plat Book 2, Page 52, aforesaid records; and

WHEREAS, floor plans relating to Northcrest Condominium were filed on March 22, 1973, in Condominium Folder Number 30, DeKalb County, Georgia Records; and

WHEREAS, Northcrest Homeowners Association, Inc. was incorporated under the Georgia Nonprofit Corporation Code on September 28, 1972; and

WHEREAS, the Articles of Incorporation of Northcrest Homeowners Association, Inc. have been amended to change the name to "Northcrest Condominium Association, Inc." on October 19, 1979, which Association is successor to Northcrest Homeowners Association, Inc. and constitutes the Association to which reference is made in this document; and

WHEREAS, the Original Declaration provides for amendment thereto by recording a certified copy of the amendment approved by all of the Directors and by not less than seventy-five percent (75%) of the total vote of the Association; and

WHEREAS, all of the Directors and those members of the Association holding at least seventy-five percent (75%) of the total vote of the Association have approved this Amendment

and Restatement to the Original Declaration for the purpose of submitting the condominium to the Georgia Condominium Act, Ga. Laws, 1975 No. 463, Ga. Code Ann., Sections 85-1601e, et seq. (hereinafter referred to as the Act) and for other purposes;

NOW THEREFORE, the Declaration of Covenants, Conditions and Restrictions for Northcrest Townhouses, together with the appurtenant By-Laws, is stricken in its entirety except for those parts which are expressly incorporated herein by reference, and the following Declaration of Condominium for Northcrest, a Condominium (hereinafter sometimes referred to as the "Declaration") and the By-Laws, attached as Exhibit B and by reference made a part of the Declaration, are substituted therefor:

DECLARATION OF CONDOMINIUM FOR
NORTHCREST, A CONDOMINIUM

HYATT & RHOADS

2200 Peachtree Center Harris Tower
Atlanta, Georgia 30303
(404) 659-6600

1625 I Street
Washington, D.C. 20006
(202) 488-4418

BOOK 4154 PAGE 390

DECLARATION OF CONDOMINIUM
FOR
NORTHCREST, A CONDOMINIUM

Pursuant to the Georgia Condominium Act, Ga. Laws 1975, No. 463, Ga. Code Ann., Sections 85-1601e et seq., the owners of units at Northcrest hereby change the name of the condominium to Northcrest, a Condominium, and amend the Declaration for the purpose of submitting Northcrest, a residential condominium, to the Act and subject it by this Declaration to be Northcrest, a Condominium.

1.

NAME

The name of the Condominium is Northcrest, a Condominium, hereinafter sometimes called "Northcrest" or the "Condominium."

2.

COUNTY AND DESCRIPTION OF PROPERTY

Northcrest is located in Land Lot 293 of the 18th District of DeKalb County, Georgia, and is more particularly described in Exhibit A, attached hereto and by this reference incorporated herein.

3.

UNITS AND BOUNDARIES

Northcrest consists of twenty (20) residential buildings which contain a total of seventy-nine (79) units.

Plats and plans pertaining to Northcrest are filed in the Real Estate Records of DeKalb County, Georgia and are specifically incorporated herein by reference.

Each unit, together with its undivided interest in the common elements, shall for all purposes constitute real property which may be owned in fee simple and shall include that part of the structure which lies within the following boundaries:

1. Horizontal (upper and lower): There shall be no horizontal boundaries.

2. Vertical (perimetric): The vertical boundaries of a unit shall be the outer surface of all exterior walls and the center line of those walls between units.

Each owner shall be entitled to the exclusive ownership and possession of his or her unit, subject to the provisions of the Act and this Declaration. The ownership of each unit includes, and there shall pass with each unit as appurtenances thereto, regardless of whether separately described, all of the rights, title, and interest of a unit owner in the property, which shall include but not be limited to an undivided interest in the common elements and membership in the Association.

Each unit shall include all the space within the boundaries thereof. These definitions setting forth unit boundaries shall be governed by the provisions of Section 12 of the Act.

COMMON ELEMENTS

The common elements shall include all parts of the condominium property not included within the boundaries of a unit as defined in Article 3 hereof, including, but not limited to, all recreational facilities, community facilities, pumps, trees, landscaping, pavements, streets, pipes, wires, conduits, and other public utility lines and other personal property owned by the owners as tenants in common which may be necessary or convenient to the existence, maintenance, and safety of the Condominium. Additionally, the common elements mean that portion of the property as designated herein for the common use and enjoyment of the owners but specifically do not include any portion of the property on which units have been or shall be constructed pursuant to the terms of the condominium instruments or any basement constructed under any unit.

These definitions of the common elements shall be governed by the provisions of Section 12 of the Act.

The undivided percentage interest in the common elements appurtenant to each unit is set forth in Exhibit C to this Declaration. No such appurtenant interest may be separated from the unit to which it appertains.

All owners have a right of enjoyment and use in the common elements subject to any restrictions in the condominium instruments and any rules and regulations promulgated

thereunder. Such right is specifically subject to (a) the right of the Association to limit the number of guests of an owner; (b) the right of the Association to charge reasonable admission and other fees for the use of any recreational facilities situated upon the common elements; (c) the right of the Association to borrow money for the purpose of improving the common elements and, in aid thereof, to mortgage said common area whereupon the rights of any such mortgage in said common elements should be subordinate to the rights of the owners hereunder; and (d) the right of the Association to suspend the right to use of the facilities by an owner (i) for any period during which any assessment or charge against his or her unit remains unpaid and for such additional period not to exceed thirty (30) days as the Board may impose, and (ii) for a period not to exceed thirty (30) days, for violation of any provisions of the Declaration, By-Laws, or rules and regulations promulgated thereunder; provided, however, that for a continuing violation, the suspension may be for the duration of the violation plus a period not to exceed thirty (30) days.

Subject to any restrictions in the condominium instruments and any rules and regulations promulgated thereunder, an owner may delegate his or her right of enjoyment in the common elements to the members of his or her family, guests, or tenants who reside on the property.

No owner nor his or her delegates may use the common elements in such a way so as to encroach upon or hinder the

lawful rights of the other owners; and except for the rights of ingress and egress, the owners of units are prohibited from using any of said property outside of their respective units except as may be allowed by the condominium instruments or the Association's Board of Directors. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all owners in the condominium and is necessary for the protection of said owners.

5.

LIMITED COMMON ELEMENTS

There are no limited common elements.

6.

COMMON EXPENSES

The liability for common expenses shall be assessed against each unit in the same proportion as that unit's percentage of interest in the common elements, as set forth in Exhibit C to this Declaration. Because any differences among the percentages provided for therein are de minimis, unless these percentages are altered by the consent of all owners and mortgagees of all units expressed in a duly recorded amendment to this Declaration, the liability for common expenses shall be fixed at a uniform rate for all owners with each unit assessed an amount equal to that assessed against each other unit.

However, notwithstanding anything to the contrary herein, any expenses benefitting or occasioned by less than

all units or owners may be charged to those benefitting from or causing the expense, as is more particularly set out in Section 17(b) (1, 2, and 3) of the Act.

7.

VOTES IN THE ASSOCIATION

All unit owners by virtue of their ownership of units in the Condominium are members of Northcrest Condominium Association, Inc., and shall be entitled to vote on all matters for which members of the Association are eligible to vote pursuant to the Declaration, By-Laws, and the Articles of Incorporation. Pursuant to Section 16(a) of the Act, an equal vote is allocated to each unit.

8.

PURPOSES AND USES

A. All units at Northcrest Condominium shall be occupied and used by the respective owners only as private single family residential property. No business activities of any kind whatever shall be conducted in any building or on any portion of the property.

B. No owner or occupant shall within the units or on common elements, engage in, promote, or permit to exist any activity or promote or permit to exist any condition which may cause unreasonable discomfort, annoyance, or nuisance to other owners or occupants. Nor shall any owner or occupant do any work or engage in other activities which would jeopardize the

safety or soundness of any portion of the unit contributing to the support of the unit.

Moreover, no owner may do any construction or make any alterations affecting an existing hallway, corridor, or passageway in the basement of any building or unit without the prior written permission of the Board of Directors.

C. Ownership of each unit shall entitle the owner or owners thereof to one reserved parking space together with the right of ingress and egress to and from said parking space. Additionally, ownership of each unit shall entitle the owner or owners thereof to an unreserved second parking space; and, as to those units in which resides a third licensed driver, to an unreserved third parking space, subject to availability and at the sole discretion of the Board of Directors.

No inoperable vehicles and/or unregistered vehicles may be stored in any parking space in the common elements. Additionally, no recreational vehicles as defined by the DeKalb County Motor Vehicle and Licensing Department or as otherwise reasonably defined by the Board of Directors shall be parked or stored in any parking space in the common elements except as may be approved by the Board of Directors for reasonably short periods of time.

If such an inoperable, unregistered, or recreational vehicle is parked or stored in violation of this provision and is not removed within seven days after notification to the

owner by the Board of Directors, it will be removed at the owner's expense. Costs for removal and storage shall be assessed against the owner responsible and shall become a part of the assessment to which such owner is subject and shall become a lien against the unit.

D. No structures of a temporary character, trailer, basement, tent, shack, carport, garage, barn or other outbuilding shall be used as a residence on any portion of the property at any time either temporarily or permanently.

E. Clotheslines, equipment, garbage cans, service yards, woodpiles and storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring units and streets. All rubbish, trash and garbage shall be regularly removed from the premises in accordance with the rules and regulations of the DeKalb County Sanitation Department and shall not be allowed to accumulate thereon.

F. No planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon said property except such as are installed in accordance with the initial construction of the buildings located thereon or as approved by the Association's Board of Directors or their designated representative in accordance with the procedures set out in Article VI, Section 4 of the By-Laws.

G. No animals, livestock, or poultry may be kept, raised, or bred anywhere on the condominium property except

that owners may keep dogs, cats, and other household pets in their units provided that they are not kept, bred, or maintained for any commercial purpose and provided that they do not endanger the health of or unreasonably disturb other owners or occupants of units at Northcrest.

Such household pets shall not be allowed outside their units unless they are under the voice control of an owner or occupant of a unit or unless they are attached to a leash held by an owner or occupant.

4. The owners and occupants, including family members and tenants, shall comply strictly with any restrictions, rules, or regulations contained in or promulgated in accordance with the Declaration or By-Laws, which By-Laws are attached hereto as an Exhibit and, by reference, are made a part hereof.

9.

RENTING OR LEASING OF UNITS

Any tenant shall in all respects be subject to the terms and conditions of this Declaration, the By-Laws, the Articles of Incorporation, and the rules and regulations promulgated thereunder as though such tenant were an owner. Units may not be leased or rented unless the rights of occupancy are governed by a written lease, for a term not less than a year and in a form approved by the Board of Directors. No room may be rented and no transient tenants accommodated.

Only the lessee(s) and members of the lessee's (lessees') family may occupy the unit.

Each owner agrees to cause his or her lessee or persons living with such owner or with his or her lessee to comply with the Declaration, By-Laws, and the rules and regulations promulgated thereunder, and is responsible and liable for all violations and losses caused by such tenants or occupants, notwithstanding the fact that such occupants of the unit are fully liable for any violation of the condominium instruments and regulations.

In the event that a lessee or a person living with a lessee violates a condominium instrument provision or a rule or regulation for which a fine is imposed, such fine shall be assessed against the lessee; provided, however, that if the fine is not paid within the time period and pursuant to the terms of the notice specified in Article VIII of the By-Laws, the owner of the unit shall pay the fine upon notice from the Association of his or her lessee's failure to comply with this section. Unpaid fines constitute a lien against the unit pursuant to Sections 13 and 41 of the Act.

No unit shall be leased unless the owner intending to lease shall have submitted a copy of the proposed lease and a written notice in the form hereinafter provided to the Board of Directors at least thirty (30) days prior to the effective date of the lease. The lease shall be in the same

form as the Lease Agreement attached hereto as Exhibit D; provided, however, that a lease with comparable provisions as to the tenant's responsibilities under the condominium instruments and as to the rights conferred upon the Association as a third-party beneficiary under the lease shall be acceptable and shall be deemed in substantial compliance therewith. Each lease shall contain a statement that the violation of any provision of the Declaration, By-Laws, or rules and regulations promulgated thereunder shall constitute a default under the lease. No lease shall become effective until approved in writing by the Board of Directors. The Board of Directors shall reasonably determine whether each submitted lease meets the requirements of this section and shall obtain the opinion of legal counsel at the owner's expense as to the acceptability of leases which differ from the Lease Agreement attached as Exhibit D.

Any owner intending to lease his or her unit shall submit to the Board of Directors with the proposed lease a notice in writing in the form prescribed by the Board of Directors stating the name, age, and address of the intended lessee and members of the lessee's family who will be occupying the unit; the terms of the proposed transaction; and such other information as the Board may reasonably require. Such notice shall be executed by both the intended lessor and lessee and shall contain a statement that the Lessee acknowledges that he

or she has received and read the Declaration, By-Laws, and rules and regulations for Northcrest supplied by the lessor, and that the lessee understands that he or she is bound by their provisions. Such notice automatically becomes a part of the Leasing Agreement, and any violation of the provisions of the Notice shall constitute a breach of the Leasing Agreement.

Such leasing as is in effect upon the effective date of this Declaration and which is in compliance with the terms of the Original Declaration may continue until the expiration of the lease. All owners leasing their units on the effective date of this document shall submit copies of their leases to the Board within such time period as the Board may reasonably set.

Any assignment, extension, renewal, or modification of any rental agreement, including, but not limited to, changes in the terms, duration of occupancy, or subleasing shall be considered a new rental agreement which must be approved by the Board of Directors in accordance with the standards and procedures herein set forth.

The Board of Directors shall have authority to make and to enforce reasonable rules and regulations in order to enforce this Section 9, including all rights under the lease as a third-party beneficiary and the right to impose and assess fines constituting a lien upon the unit leased pursuant to Sections 13 and 41 of the Act.

10.

SALE OF UNITS

Within ten (10) days after the execution of a sales contract, an owner intending to sell his or her unit shall submit to the Board of Directors a copy of the sales contract and a notice in writing in a form prescribed by the Board of Directors. Such notice shall state the names, age, and address of the intended purchaser and of those intended to occupy the unit, and such other information as the Board may reasonably require. Such notice shall be executed by both the current owner and by the prospective purchaser and shall contain a statement that the prospective purchaser has received a copy of the Northcrest Declaration, By-Laws, and rules and regulations, that he or she has read them, and that the prospective buyer acknowledges that he or she is bound by their provisions.

The Board of Directors shall have the authority to make and to enforce reasonable rules and regulations in order to enforce this Section 10, including the right to impose and assess fines constituting a lien upon the unit pursuant to Sections 13 and 41 of the Act.

11.

POWERS OF THE ASOCIATION AND THE BOARD OF DIRECTORS

The Association and the Board of Directors may exercise all powers conferred by the Georgia Condominium Act and the Georgia Nonprofit Corporation Code, without limitation

or restriction except as provided herein or in the By-Laws. These powers, which shall be exercised as provided in the By-Laws, include but are not limited to the following:

(a) to make and to enforce rules and regulations, as more fully provided in the By-Laws;

(b) to enforce compliance with such rules and regulations and other provisions of the condominium instruments, as provided in Section 13 of the Act, by imposing and assessing monetary fines and temporarily suspending rights to vote or use common elements; and

(c) to impose and assess all late charges, interest, rents and attorneys' fees and other costs of collection, all constituting a lien in favor of the Association, to the maximum extent authorized under Section 41 of the Act.

In the event that the Association or the Board of Directors engages in "self-help" to enforce the condominium instruments or rules and regulations promulgated thereunder, the costs incurred in effecting compliance compose a part of the fine. All fines, late charges, costs, interest, and attorneys' fees may be collected as provided for the collection of unpaid assessments. These rights shall be exercised as provided in the By-Laws.

Failure by the Association or the Board of Directors to enforce any of the restrictions, rules, or regulations contained in this Declaration, or By-Laws, or in the rules

promulgated thereunder shall in no event be deemed a waiver of the right to do so thereafter.

12.

PREPARER

This Declaration was prepared by Hyatt & Rhoads, 2200 Peachtree Center Harris Tower, 233 Peachtree Street, N.E., Atlanta, Georgia 30303.

13.

AMENDMENTS

This Declaration may be amended by the affirmative vote or written consent of the members of the Association holding two-thirds (2/3) of the vote thereof. Notice of any meeting at which a proposed amendment will be considered shall state that fact and the subject matter of the proposed amendment. No amendment shall be effective until a certified copy is filed in the office of the Clerk of the Superior Court of DeKalb County, Georgia.

IN WITNESS WHEREOF, the undersigned officers of Northcrest Condominium Association, Inc., do hereby certify that this Amendment was duly adopted this 11 day of October, 1979.

NORTHCREST CONDOMINIUM ASSOCIATION, INC. Successor to NORTHCREST HOMEOWNERS ASSOCIATION, INC.

BY: Charles W. White President

ATTEST: Linda H. Crowell

Sworn to and subscribed before me this 11th day of OCTOBER 1979.

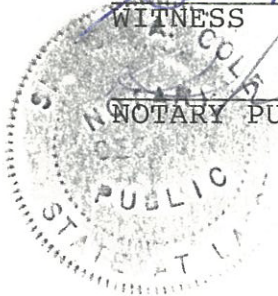
Arthur Weissman

WITNESS

Carol A. Cole

NOTARY PUBLIC

My commission expires 7/13/81



Charles W. White
CLERK OF SUPERIOR COURT

FILED & RECORDED
DEKALB CO. GA.
OCT 22 8 44 AM '79

GEORGIA, DEKALB COUNTY
CLERK'S OFFICE SUPERIOR COURT
THE DEED BOOK AND PAGE OF THE
RECORD AND THE DATE OF THE
RECORDING OF THE DEED INSTRUMENT
HEREIN SHOWN BELOW

EXHIBIT A

All that tract or parcel of land lying and being in Land Lot 293 of the 18th District of DeKalb County, Georgia, and being more particularly described as follows:

BEGINNING at a point on the Southwesterly right-of-way of Northcrest Road 264.4 feet North from the Northwest corner of the intersection of Northcrest Road and Old Chamblee Tucker Road, at this point Northcrest Road has a right-of-way of 80 feet and that portion of said road lying North of said point is reduced to a 70 foot right-of-way; running thence East 5.26 feet to a point 35 feet from the center line of Northcrest Road; running thence Northerly along the West side of Northcrest Road 723.3 feet to an iron pin (along the last mentioned call, Northcrest Road has a right-of-way of 70 feet); thence running Westerly forming an interior angle of 117 degrees 17 minutes with the West side of Northcrest Road, 319.68 feet; thence Southerly forming an interior angle of 83 degrees 45 minutes with the line last described, 713.7 feet; thence running Easterly forming an interior angle of 90 degrees 47 minutes with the line last described, 200 feet; thence running Easterly, forming an interior angle of 179 degrees with the line last described, 100 feet; thence running Easterly forming an interior angle of 180 degrees 17 minutes with the line last described, 100 feet; thence running Easterly forming an interior angle of 180 degrees, 9 minutes with the line last described, 152.28 feet to the point of beginning.

EXHIBIT C

PERCENTAGE INTERESTS IN COMMON ELEMENTS

<u>Unit Number</u>	<u>Percentage of Interest in Common Elements</u>
Building 3306	
Unit A	1.2659 %
Unit B	"
Unit C	"
Unit D	"
Building 3308	
Unit A	1.2659 %
Unit B	"
Building 3310	
Unit A	1.2658 %
Unit B	"
Unit C	"
Unit D	"
Building 3312	
Unit A	1.2658 %
Unit B	"
Unit C	"
Unit D	"
Building 3314	
Unit A	1.2658 %
Unit B	"
Unit C	1.2659
Unit D	"
Building 3316	
Unit A	1.2658 %
Unit B	"
Unit C	"
Unit D	"

<u>Unit Number</u>	<u>Percentage of Interest in Common Elements</u>
Building 3318	
Unit A	1.2658 %
Unit B	"
Unit C	"
Unit D	"
Building 3320	
Unit A	1.2658 %
Unit B	"
Unit C	"
Unit D	"
Building 3322	
Unit A	1.2659 %
Unit B	"
Building 3324	
Unit A	1.2658 %
Unit B	"
Unit C	"
Unit D	"
Building 3326	
Unit A	1.2658 %
Unit B	"
Unit C	"
Unit D	"
Building 3328	
Unit A	1.2658 %
Unit B	"
Unit C	"
Unit D	"
Unit E	"
Unit F	"
Unit G	"
Unit H	"

<u>Unit Number</u>	<u>Percentage of Interest in Common Elements</u>
Building 3330	
Unit A	1.2658 %
Unit B	"
Unit C	"
Unit D	"
Building 3332	
Unit A	1.2658 %
Unit B	"
Unit C	"
Building 3334	
Unit A	1.2658 %
Unit B	"
Unit C	"
Unit D	"
Building 3338	
Unit A	1.2658 %
Unit B	"
Unit C	"
Unit D	"
Building 3340	
Unit A	1.2658 %
Unit B	"
Unit C	"
Unit D	"
Building 3342	
Unit A	1.2659 %
Unit B	"
Unit C	"
Unit D	"

Unit
Number

Percentage of
Interest in
Common Elements

Building 3344

Unit A	1.2658 %
Unit B	"
Unit C	"
Unit D	"

Building 3346

Unit A	1.2659 %
Unit B	"
Unit C	"
Unit D	"

EXHIBIT D

LEASE AGREEMENT

STATE OF GEORGIA :

COUNTY OF DEKALB :

THIS AGREEMENT is made this _____ day of _____, 19____, by and between _____ (hereinafter called "Lessor"), and _____ (hereinafter called "Lessee").

W I T N E S S E T H:

That in consideration of the mutual covenants hereinafter set forth, the parties do hereby covenant and agree as follows:

1. Lessor does hereby rent and lease to Lessee a condominium unit at _____ in the Northcrest Condominium (hereinafter called the "Premises"), for a term of _____ commencing on _____ and ending on _____, at midnight.

2. Lessee covenants and agrees to pay to Lessor at _____ promptly on the first day of each rental month in advance during the term of this Lease a monthly rental of \$_____.

3. Upon the execution of this Lease, Lessee covenants and agrees to pay to Lessor a security deposit in the amount of \$_____, which shall be refunded in the event Premises are surrendered in the same condition as existing at the execution of this Lease, normal wear and tear excepted.

4. Lessee acknowledges that promises made to Lessor in this Paragraph 4 and Paragraphs 5, 6, 7, 10, 14 and 18 hereof are made for the benefit of Northcrest Condominium Association, Inc. (hereinafter the "Association") for the purpose of discharging Lessor's duties to the Association through Lessee's performance. In order to enforce the provisions of this Lease Agreement made for the Association's benefit, the Association may bring an action against Lessee to recover sums due for damages or injunctive relief or may impose any other sanction authorized by the condominium instruments or by law. Failure by the Association to enforce any of its rights shall in no event be deemed a waiver of the right to do so thereafter.

5. Lessee shall comply strictly with the Declaration of Condominium for Northcrest Condominium (hereinafter the "Declaration"), the By-Laws of Northcrest Condominium Association, Inc. (hereinafter the "By-Laws"), and with the administrative rules and regulations adopted pursuant thereto, as any of the foregoing may be lawfully amended from time to time, and with the covenants, conditions and restrictions set forth in Lessor's deed to the Premises. Lessee shall control the conduct of his or her family and guest in order to assure compliance with the foregoing and shall indemnify and hold Lessor and the Association harmless for any such person's failure to comply. Lessee acknowledges that the violation of any provision of the Declaration, the By-Laws, or the rules and regulations adopted thereunder shall constitute a default under this lease.

6. Upon request by the Association, Lessee shall pay to the Association all unpaid annual and special assessments, as lawfully determined and made payable during or prior to the term of this Lease Agreement and any other period of occupancy by Lessee; provided that 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 Association's request. All payments made under this Paragraph 6 shall reduce, by the same amount Lessee's obligation to make monthly rental payments to Lessor under Paragraph 2.

7. If Lessee fails to comply with the Association's request as provided in Paragraph 6, Lessee shall pay to the Association all late or delinquent charges, fines, interest, and costs of collection including but not limited to reasonable attorney's fees actually incurred, to the same extent Lessee would be required to make such payments to the Association if Lessee were the owner of the Premises during the term of this Lease Agreement and any other period of occupancy by Lessee.

8. Lessor shall not be liable for damages to Lessee for failure to deliver possession of the Premises to Lessee at the commencement of the term if such failure is due to no fault of the Lessor. Lessor shall use his or her best efforts to give possession of the Premises to the Lessee at the beginning of the Lessee's term.

9. Lessee accepts Premises in the condition in which they are now and as suited for the use intended by Lessee. The Lessor shall not be required to make any repairs or improvements on the Premises, except that on written notice from the Lessee of any defect rendering the same unsafe or untenable the Lessor shall remedy such defective condition. Lessee shall comply with all notices and other requirements, rules and regulations of the Association concerning maintenance and repair. Lessee shall be liable for and shall indemnify and hold Lessor harmless from any damage or injury to the person or property of Lessee or any other person if such damage or injury be due to the act or neglect of the Lessee or any person in his or her control or employ, or if such damage or injury be due to any failure of the Lessee to report in writing to the Lessor any defective condition which the Lessor would be required to repair under the terms hereof on notice from Lessee.

10. Lessee shall not assign this Lease or sublet the Premises or any part thereof without the permission of the Association, pursuant to its duly adopted rules and regulations, and Lessor.

11. If the Premises are rendered untenable by fire, storm, earthquake or other casualty, this Lease shall terminate as of the date of such destruction or damage and rental shall be accounted as of that date.

12. This lease contains the entire agreement of the parties and no other representation, inducement, promises or agreements shall be of any force or effect. No failure of Lessor to exercise any power given Lessor hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Lessor's right to demand exact compliance with the terms hereof.

13. Time is of the essence in this Agreement.

14. Lessee's rights shall be subject to all rights of the Association and any bona fide mortgage or deed to secure debt which is now or may hereafter be placed upon the Premises by Lessor.

15. Lessee shall not remain in possession of the within-leased Premises after the expiration of this Lease. Any holding over of the within-leased Premises by Lessee after the expiration of this Lease without a written renewal thereof or written consent from Lessor or Lessor's agent, shall not

constitute a tenant-at-will interest on behalf of the Lessee, but Lessee shall become a tenant at sufferance. There shall be no renewal whatsoever of this lease by operation of law.

16. At Lessor's option, this Lease shall automatically be renewed for an additional term of the same duration as the term described in Paragraph 1, in the event that Lessee does not give Lessor written notice of his intent to terminate the tenancy at least sixty (60) days prior to the expiration date hereof.

17. Whenever under the terms hereof Lessor is entitled to possession of Premises, Lessee shall at once surrender same to Lessor in as good condition as at present, natural wear and tear excepted, and Lessee shall remove all of Lessee's effects therefrom, and Lessor may forthwith re-enter Premises and repossess himself or herself thereof and remove all persons and effects therefrom, using such force as may be necessary without being guilty of forcible entry or detainer, trespass, or other tort.

18. Lessee hereby acknowledges that the use of the common elements and occupancy of the unit is by virtue of the delegation from Lessor permitted by Section 4 of the Declaration and is subject to all limitations contained in the condominium instruments and to the right of the Association and of its Board of Directors to impose reasonable rules and regulations governing such use and occupancy.

IN WITNESS WHEREOF, the parties have executed these presents the day and year first above written.

LESSEE

LESSOR

2011052452

DEED BOOK

22389 Pg 725



Filed and Recorded:

3/10/2011 10:35:34 AM

Linda Carter

Clerk of Superior Court
DeKalb County, Georgia

[SPACE ABOVE RESERVED FOR RECORDING DATA]

Return to: Weissman, Nowack, Curry & Wilco, P.C.
3500 Lenox Road, 4th Floor
Atlanta, Georgia 30326
Attention: Julie Howard

STATE OF GEORGIA
COUNTY OF DEKALB

CROSS REFERENCE: Deed Book 4154
Page 385

AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR NORTHCREST, A CONDOMINIUM

WHEREAS, the Declaration of Condominium for Northcrest, a Condominium was recorded on October 22, 1979, in Deed Book 4154, Page 385, et seq., DeKalb County, Georgia Records ("Declaration"), as amended; and

WHEREAS, Paragraph 13 of the Declaration provides that the Declaration may be amended by the affirmative vote or written consent of the members of the Northcrest Condominium Association, Inc. ("Association") holding two-thirds (2/3) of the vote thereof; and

WHEREAS, members of the Association holding two-thirds (2/3) of the vote of the Association desire to amend the Declaration and have approved this Amendment;

NOW, THEREFORE, the Declaration of Condominium for Northcrest, a Condominium is hereby amended as follows:

1.

Paragraph 9 of the Declaration is hereby amended by deleting that Paragraph in its entirety and substituting therefor the following:

9.

LEASING OF UNITS

In order to preserve the character of the Condominium as predominantly owner-occupied, and to comply with the eligibility requirements for financing in the secondary mortgage market, leasing of units shall be governed by the restrictions imposed by this Paragraph. **Except as provided herein, the leasing of units is prohibited.**

(a) **Definitions.**

(i) "**Effective Date**" means the date this Amendment is recorded in the DeKalb County, Georgia land records.

(ii) "**Grandfathered Owner**" means an owner of a unit being lawfully leased on the Effective Date. Grandfathering shall not apply to any owner who is leasing his unit, or any portion thereof, in violation of the Declaration on the Effective Date. Within thirty (30) days after the adoption and Effective Date hereof, every owner leasing his or her unit shall provide the Board with a copy of his or her written lease agreement.

Grandfathered Owners are not required to obtain leasing permits to lease their units. If grandfathering is granted hereunder, that grandfathering shall automatically terminate on the earlier of: (1) any occupancy of the unit by the owner after the Effective Date, or (2) the date the Grandfathered owner conveys title to the Grandfathered Unit to any other person (other than the owner's spouse).

(iii) "**Grandfathered Unit**" means the unit owned by a Grandfathered Owner on the Effective Date hereof.

(iv) "**Leasing**" means the regular, exclusive occupancy of a unit, or any portion of the unit, by any person(s) other than:

- (A) the owner;
- (B) the owner's parent, child or spouse; or
- (C) any person who occupies the entire unit with a person identified in subparagraph (A) or (B) above.

(b) **Leasing Permit and Restriction.** Only the following persons are authorized to lease their units:

- (1) a Grandfathered Owner;
- (2) a non-Grandfathered Owner who has received a written leasing permit from the Board of Directors, or
- (3) a non-Grandfathered Owner who has received a written hardship leasing permit from the Board.

Non-Grandfathered Owners who want to lease their units may do so only if they have applied for and received from the Board of Directors either a "leasing permit" or a "hardship leasing permit." Such a permit will allow an owner to lease his or her unit, in strict accordance with the terms of the permit and this Paragraph. The Board shall have the authority to establish conditions as to the duration and use of such permits, consistent with this Paragraph. All leasing permits and hardship leasing permits shall be valid only as to a specific owner and unit and shall not be transferable between either units or owners (including a subsequent owner of a unit where a permit was issued to the owner's predecessor-in-title).

An owner's request for a leasing permit shall be approved if the number of current, outstanding permits issued plus Grandfathered Units is less than twenty percent (20%) of all units in the Condominium.

Leasing permits and hardship leasing permits are automatically revoked upon the happening of either of the following events: (i) the sale of the unit to any third party (other than the owner's spouse); or (ii) any period of 180 consecutive days where the unit is not leased.

If the number of current leasing permits issued and Grandfathered Units equals twenty percent (20%) or more of all the units in the Condominium, then no additional leasing permits shall be issued (except for hardship leasing permits) until that number falls below twenty percent (20%). Owners who have been denied a leasing permit shall automatically be placed on a waiting list for a leasing permit and shall be issued a permit, if they so desire, when such number falls below twenty percent (20%). The issuance of a hardship leasing permit to an owner shall not cause the owner to be removed from the waiting list for a leasing permit.

(c) **Hardship Leasing Permits.** If the failure to lease will result in an undue hardship to the owner, then the owner may apply to the Board of Directors for a hardship leasing permit. The Board may issue or deny requests for hardship leasing permits in its discretion after considering the following factors: (1) the nature, degree, and likely duration of the hardship, (2) the harm, if any, which will result to the Condominium if the permit is approved, (3) the number of hardship leasing permits which have been issued to other owners, (4) the owner's ability to cure the hardship, and (5) whether previous hardship leasing permits have been issued to the owner.

A "hardship" hereunder shall include, but not be limited to the following situations:

- (1) an owner dies, and the unit is being administered by his or her estate;
- (2) an owner must relocate his or her residence out of the Condominium and cannot, within one hundred eighty (180) days 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 performed customary marketing and made reasonable efforts so sell the unit at fair market value; or
- (3) an owner takes a leave of absence or temporarily relocates out of the metropolitan-Atlanta area and intends to return to reside in the unit within one (1) year.

Hardship leasing permits shall be valid for a term not to exceed one (1) year. Owners may apply for additional hardship leasing permits at the expiration of a hardship leasing permit, if the circumstances warrant. Hardship leasing permits shall be automatically revoked if, during the term of the permit, the owner is approved for and receives a leasing permit.

(d) **Leasing Provisions.** When leasing is allowed under this Paragraph, it shall be governed by the following provisions:

(i) **General.** Units may be leased only in their entirety; no rooms or fractions of units may be leased. All leases shall be in writing and in a form which complies with this Paragraph, and the proposed lease form must be submitted to the Board for approval at least ten (10) days before any lease is executed. There shall be no subleasing of units or assignment of leases. All leases must be for an initial term of not less than 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 owner must provide 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.

(ii) **Liability for Assessments; Compliance; Use of Common Elements.** 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.** The lessee shall comply with all provisions of the Declaration, Bylaws and Association rules and shall control the conduct of all other occupants and guests of the leased unit in order to ensure such compliance. The owner shall cause all occupants of his or her unit to comply with the Declaration, Bylaws and Association rules, and shall be responsible for all violations by such occupants, even though such occupants are fully liable and may be sanctioned for any such violation.

If the lessee, or a person living with the lessee, violates the Declaration, Bylaws, or a rule or regulation, fines may be levied hereunder against the lessee and/or the owner, and such violation is deemed to be a default under the terms of the lease, which authorizes the owner to terminate the lease without liability and to evict the lessee in accordance with Georgia law. The owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, including the power and authority to evict the lessee as attorney-in-fact on behalf and for the benefit of the owner, in accordance with the terms hereof. Alternatively, the Association may require the owner to evict the violating tenant. If the Association proceeds to evict the lessee, any costs, including reasonable attorney's fees actually incurred and court costs associated with the eviction shall be an assessment and lien against the unit.

(B) **Liability for Assessments.** When an 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, 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.

(C) **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 Element recreational facilities and other amenities.

(e) **Applicability of this Paragraph.** Notwithstanding the above, this Paragraph shall not apply to any leasing transaction entered into by the Association, or by any first Mortgagee who becomes the owner of a unit through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such Mortgage. Such parties shall be permitted to lease a unit without first obtaining a permit in accordance

with this Paragraph.

2.

Exhibit "D" of the Declaration is hereby amended by deleting that Exhibit "D" in its entirety.

3.

Except as specifically stated herein, the terms and provisions of the Declaration shall remain unchanged.

IN WITNESS WHEREOF, the undersigned officers of Northcrest Condominium Association, Inc., hereby certify that the above Amendment to the Declaration was duly adopted by the required majority of the Association and its membership, with proper notices given.

This 11th day of May, 2006.

ASSOCIATION: NORTHCREST CONDOMINIUM ASSOCIATION, INC.

Sworn to and subscribed to before me this 11th day of May, 2006.

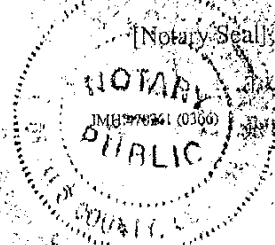
By: Merrill Herbold (Seal)
President

Kelly Jones
Witness

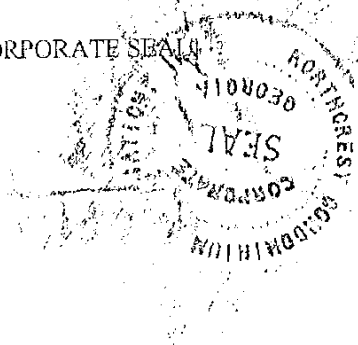
Attest: Janet Bertsche (Seal)
Secretary

Beverly Dyer Fot
Notary Public

[CORPORATE SEAL]



Notary Public, Forsyth County, Georgia
My Commission Expires June 7, 2008



NORTHCREST CONDOMINIUMS
HANDBOOK

INTRODUCTION

Living in a *condominium* is a conscious choice of *community*. We have All chosen a lifestyle that puts *community* above personal interest. With that comes a great deal of personal freedom – no more yard work, no more worrying about outside repairs, no more going away to the pool. However, personal freedom can never be allowed to interfere with the community and its standards. Gone is the personal freedom to put pink flamingoes in the yard, paint the house purple, run a beauty shop in the carport, go for a swim at 2 AM, and much more. Instead, we, as homeowners, have freedom from worry on all these issues – our *community* will see that we are all protected by standards we endorsed when we chose a *condominium* lifestyle.

All of the rules and regulations in this handbook have come about because there was a need. Without these, we would have the worst of both worlds—total individual freedom in the close physical confines of a *condominium*. Instead, we have a workable, livable *community* that protects us all.

Our Association and, indeed, all of us are bound by our By-Laws and Declarations which draw their strength from the Georgia Condominium Act. Please read and keep this handbook for reference. A page for notes is at the back of the book. Living by these provisions is a guarantee for all of us. They apply to every resident of our 79 units.

The following Rules and Regulations incorporate most of the provisions contained within the Declarations and By-Laws (as amended) of the Northcrest Condominium Association (NCA), which apply to occupancy and use of dwelling units. These regulations in no way alter or supersede the Declaration and By-Laws.

These Rules are binding and legally enforceable. They may be added to, amended or repealed at any time by the Board of Directors provided that copies of such Board action are given to all Homeowners.

Any rule not previously enacted goes into effect on December 1, 2016, and remains until changed by the Board of Directors, and Homeowners are notified.

①

GENERAL **INFORMATION**

LIBRARY

The nearest DeKalb County Library is located at 3733 Chamblee-Tucker Rd., Chamblee, GA 30341. The phone # is 770.270.8230.

VOTER REGISTRATION

You may register to vote by visiting the Embry Hills Library, 3733 Chamblee-Tucker Rd., Chamblee, GA. If you are registered, but not in this district, notify the Voter Registration Office for DeKalb County, located at 4380 Memorial Dr., Ste 300, Decatur, GA 30032 or call 404.298.4020 for more information. This is the 4th Congressional District, the 40th State Senate District, and the 56th State House of Representatives District.

EMERGENCY NUMBER 911

We are covered by the comprehensive 911 emergency system. In case of fire, medical, accident or police emergency, dial 911 and you will be assisted with proper services.

COUNTY HEALTH DEPARTMENT

The nearest Health Center is located at North DeKalb Health Center, 3807 Clairmont Rd., NE, Chamblee, GA 30341. This Center is located very near the Peachtree/DeKalb Airport (PDK) – and can be reached by phone at 770.454.1144. Additional information is available on computer at:
<https://dekalbhealth.net/health-centers/north-dekalb>.

TRANSPORTATION

Northcrest Condominium Association is served by MARTA Bus service. Bus 126 (Northlake/Chamblee) stops at the corner of Northcrest and Chamblee-Tucker Rds.

TAXES – DEKALB COUNTY

Property taxes on units are the sole responsibility of the unit owner. You may qualify for certain exemptions. Contact DeKalb County Tax Commissioner's Office at 4380 Memorial Dr., Ste. #100, Decatur, GA 30032, or call 404.298.4000.

(2)

(3)

THE ASSOCIATION

Northcrest Condominium units are to be used for residential purposes *only*. Home business activity may be conducted by the resident/family so long as such business activity is undetectable by sight, sound, or smell from the exterior of the unit. Only residents and their families may be employed, and NO traffic except common carriers may be brought onto the property because of the business.

Each owner or occupant of a dwelling shall keep it in a good state of preservation and cleanliness, including the patio.

Each owner is responsible for the conduct of each person occupying or visiting his or her dwelling. Any damage caused by such person will be repaired at homeowner/lessee expense.

Parents are responsible for the conduct of their children and their children's guest/s. Any damage done by them to common areas or other owner's property shall be the responsibility of the parents. Children are asked to play on the two (2) playground areas (swing area, basketball area). Older children are asked *not* to use the playground equipment.

BYLAWS AND HANDBOOKS

All purchasers *must be provided copies of Northcrest Condominium Bylaws and Handbooks* prior to or at closing when purchasing a unit. **Handbooks MUST BE GIVEN** to all lessees. Copies are available for purchase at \$30 per copy of Bylaws and Handbook, and \$10 per copy of Handbook only.

SALE/LEASE

All homeowners are *required* to notify the Board *in writing* if a sale is contemplated. All rentals (limited-by amended documents- to 15%-12 units - total available units for lease) require a lease agreement, a copy of which must be provided to the Board (Association) for reference.

All homeowners and lessees are required to provide Census Information; i.e., names, vehicles, pets, etc., to the Board to facilitate assistance in various phases of security, administration of condominium business, etc. All Information will remain confidential and is designated solely for official Board use.

(4)

(5)

Violation of rules noted previously will result in fines and possible suit.

ASSOCIATION GOVERNANCE

The Northcrest Homeowners' Association (the "Association") is operated and managed by a five-member (5) Board of Directors (the "Board") elected, each for two (2) year terms. Three (3) members are elected one year, two (2) members the next, to retain experienced members. Any homeowner or homeowner's spouse is eligible to serve as a Director.

The Annual Homeowners' Meeting is held during the first 15 days of November. Election of Officers and presentation of the budget by the Board are agenda items for this meeting.

OFFICERS

Officers are elected by the Board as a whole at the January Board Meeting each year. Officers include the President, Vice President(s), Secretary, and Treasurer, as well as any other officer the Board may designate. No person may hold more than one office, except the position of Secretary/Treasurer. Any homeowner or homeowner's spouse is eligible for office and can be elected with a majority vote of the Board. The term of office is one (1) year.

COMMITTEES

Volunteers are welcome and encouraged to participate in the Grounds, Architecture, and Homeowner Relations (Welcome) committees, to aid in various projects. Contact the President or other Board Member for more information.

BUDGET

The Budget Committee, appointed by the Treasurer, submits a proposed budget, composed of an Annual Budget and a Capital Expense Budget, to the Board. The Board may accept completely or modify any or all line items of the proposed budget. The finalized budget as presented at the annual meeting goes into effect the following January unless disapproved by a two-thirds vote (of those eligible) at the annual meeting.

(6)

Any homeowner or homeowner's spouse may serve on the Budget Committee.

MAINTENANCE FEES

Maintenance Fees, as established by the Board, are due on the *first* day of the month. A late charge of 10% of the Maintenance Fee will be added to fees unpaid on the 10th of the month (based on postmark on envelope containing fee) and all subsequent months until *paid in full*. The same late fee is applied for special assessments.

If there is an outstanding balance, the Monthly Maintenance Fee is applied to the oldest debt *first*. Therefore, until fees are brought up-to-date, an outstanding balance remains in effect.

A \$35 service charge will be assessed for each check returned by a bank for any reason.

ENFORCEMENT PROCEDURE

When a complaint or notice of rule violation is brought to the Board's attention, a letter (Warning/DEMAND letter) is sent to the homeowner or lessee and owner involved. This letter describes the violation and specifies a time period, usually from "upon receipt" to a maximum of 10 days, within which the condition must be remedied to avoid sanctions.

If the violation persists beyond the time specified, or reoccurs within one (1) year from the date of the original violation, a hearing may be set and fines or sanctions imposed. The homeowner will be given at least 10 days written notice as to time, place, proposed fine, etc.

Hearing: Details and evidence of the violation (i.e., testimony, pictures, etc.) The homeowner will have the opportunity to present documentation or explanation before a final decision is reached.

See "Architecture" for notices and fines regarding violation of architectural guidelines.

(7)

RULES AND REGULATIONS

ARCHITECTURE

The Board is charged by NCA Declarations and Bylaws with determining acceptable aesthetics and upkeep required for Northcrest Condominiums. The Architecture Committee (AC), chaired by a Board Member, is responsible for recommending approval or disapproval of any changes to exterior (front or back) of Northcrest units. Board will consider a homeowner's request and has, in the past approved many attractive improvements for Northcrest homeowners. Some rulings however, prohibit the following:

- a) Painting of fences, either inside or out
- b) Installation of flower boxes at windows or on railings
- c) Addition of name, numeral or other signature plaques on fronts of buildings. A single letter (brass or black metal) not larger than three (3) inches tall may be placed on the front door to designate unit letter.
- d) Extending of indoor/outdoor carpet beyond front porch to cover steps
- e) Storm doors other than black or brown
- f) Mailboxes and light fixtures in colors other than brass, verdigris or black. Style should be complimentary to existing styles. If in doubt, inquire prior to installation
- g) Trampolines
- h) Antennas
- i) Small satellite dishes (18" or less) for TV reception without proper wiring (ie., installed through interior walls and properly affixed to exterior walls)
- j) Installation and/or display of ANY signs, ornaments, initials or monograms to exterior, unless previously approved in writing by Board. (Holiday decorations must be removed within (14) fourteen days of event)
- k) More than two (2) professionally prepared "For Sale" signs displayed -- one within unit at a window / one at complex entrance
- l) Use of sheets, towels, blankets, etc. as window treatments or coverings

8

9

m) Artwork hung or placed outdoors on brick walls.

Window treatments are the sole responsibility of a homeowner and are required on all windows. All coverings such as shades, blinds, drapes, etc. must be backed in a neutral shade (beige or white) and be maintained in good repair and properly installed and used. Display of any item between the window covering and window is prohibited, with exception of any item approved by the Board or a "For Sale" sign.

Cooking on grills is restricted to rear patios. Use of grills on covered porches, walkways, courtyards, or pavement is prohibited. Grills may be used at pool only with Board permission (See **COMMON AREA - Private Parties**)

Any structural modification being considered by a unit owner with the potential to adversely affect load-bearing capacity of the building, or any of its walls (i.e; tear-down of walls, addition of fireplace w/chimney exit, etc.), must be presented to the Board and receive written approval prior to commencement of any such work.

As "Limited Common Area" per D&B porches and patios must be maintained in a clean/tidy fashion. Porch furniture, if used, is limited to two (2) chairs or one (1) bench, of outdoor style (i.e., plastic or wrought iron in dark, neutral or earth tones, or wood). Furniture must not be stacked on front porch.

Decorative items on front porches are limited to one (1), and must be of yard or garden type suitable for outdoor use. Planters are limited to dark, neutral or earth tones compatible with decorative porch furniture. Greenhouse containers (i.e., original nursery containers), are not permitted. All containers (maximum of 2) maintained outside of units must be emptied of standing water to prevent mosquito breeding.

Artwork (as noted previously) is prohibited on front porches. It is not considered an outdoor decorative item, and, is not to be hung or placed on brick walls.

Plants, decorative items, and furniture must be on the porch or patio, not on steps or common areas. Clothing, towels, rafts, etc., may not be hung over porch railings or patio fences.

Personal property must be kept inside the unit - and not visible through side-light windows (at front door), or on the patio. This includes, but is not

limited to, children's toys, bicycles, auto parts, grills, furniture and firewood.

Try not to leave trash bags on front porch for any extended period of time or overnits.

Nothing on the patio may be visible above patio fence level. Exceptions approved by Board are patio umbrellas, birdhouses and feeding stations. These must, however, be kept in good repair.

Door and window glass as well as screens, are the responsibility of the homeowners and must be kept in good repair. Residents are responsible for prompt replacement of any broken exterior glass or screens on their unit.

All flags must be on a pole attached to the building near steps at front or back and must be kept in good repair.

Violations and Fines

If a violation of these rules and regs comes to the attention of the Board a letter will be hand-delivered to the owner and/or tenant of the property, setting forth specific violation and permitting seven (7) days for correction. If, after seven (7) days, the violation remains, a "cease and desist" letter will be delivered setting forth details of the violation and fine(s) to be imposed.

An initial fine of \$25 will be assessed for each violation, with an additional \$10/day until the violation is corrected. Fines shall commence on the date of the "cease and desist" letter and continue until such time as the violation is corrected.

COMMON AREA

Private Parties

Private Parties in Northcrest units are subject to all rules governing homeowner member of the NCA. If a large number of guests is expected, parking arrangements outside of the complex are **required**. Guests must park **only** in **unmarked** visitor spaces. If parking occurs on curbs, grass or in Reserved spaces, vehicles will be towed without additional notice.

Private parties in common areas (pools or grounds) require permission in writing from the Board. Graduation, Little League and other family parties have been held at the pool successfully. **Possible** considerations include a cleaning deposit, off-site parking and the hiring of a lifeguard at host expense. If Northcrest property is to be used, contact the Board to discuss party plans prior

10

11

to sending invitations.

Garage/estate/moving sales etc. are permitted *only* with Board approval
- in writing.

Recreation Activities

Several recreation areas are provided: 1) pool; 2) basketball court behind building 3346; 3) playground behind 3328/beside 3338. Football, volleyball, tennis, etc., are not permitted in common areas. Baseball and softball are restricted to the playground.

All play in parking lots must be closely supervised by parents for the safety of their children and the protection of neighbors' property.

Bicycles are permitted, but any damage done to grass or other common areas is homeowner responsibility. The Board reserves the right to close certain areas to bike riding if paths are created by normal, non-abusive use over a period of time. Bikes are *not* permitted on grass, in flowerbeds, or between vehicles, except for ingress and egress to and from walkways and in parking lot.

Skateboards, conventional roller skates or in-line skates are restricted to the parking lot and *not* permitted on steps, walls, pool deck, dumpster pads, curbs or between cars in the parking lot.

Erecting tents, forts, playhouses, etc. and/or sleeping or camping in common areas is prohibited.

GROUNDS

The Grounds Committee is a standing committee which oversees the landscaping and general appearance of the grounds. Residents may not plant in the common areas without permission from the Board. Contact the Board to discuss any questions, problems or ideas you may have.

The Grounds Committee also administers the Tree Removal Policy. Trees are removed *only* when they present a safety hazard to residents or a health problem to other vegetation. Residents may not cut, prune or dig up bushes or trees without Grounds Committee permission. All requests for such permission, for repairs of common areas or complaints about either the common areas or actions of other residents, must be presented to the Board in writing except in cases of emergency.

12

INSURANCE

All homeowners must have a Board member handle any insurance claim pertaining to an area for which the Association is responsible.

MOTORIZED VEHICLES

Only vehicles owned by and registered to Northcrest residents and their overnight guests may be serviced in common areas. Maintenance must be confined to very minor repairs, preventive measures and routine servicing. Examples: washing and waxing, oil changes, chassis lubrication, adding fluids.

Vehicles must be in a parking space and many not be parked or driven over common areas. All wheels of the vehicle must remain on the ground except when changing tires.

Only hand-held tools may be used. No hoists, winches or other rigging may be employed. Tools and supplies may not block common areas and the trunk and hood should be closed whenever the vehicle is not attended. All work must be done during daylight hours (except in an emergency) and tools and supplies must be stored away from the common area. Refuse must be properly disposed of.

A nozzle and water-flow shut-off must be used when washing vehicles. Also, be aware of any DeKalb County water restrictions currently in effect.

Oil must be disposed of properly. Not permitted in dumpsters, even in sealed bottles.

Any damage to pavement or other common areas must be cleaned and/or repaired as soon as possible by the resident responsible for the damage. The Board's judgment shall govern the aesthetic quality of any question brought before it.

Do not drive any motorized vehicle over any grassy or unpaved area.

Go-carts and ATVs are *not* permitted on Northcrest property.

Motorcycles

"Motorcycles are not permitted in common area." As early as 1974 the Board restricted use of motorcycles with this language. You may own and use a motorcycle, but it must be kept *only* in your Reserved space, on your patio or inside your unit.

13

Ingress and Egress are permitted, but motorcycle owners are urged to exercise caution and courtesy. Do not damage grass or shrubs in getting to your patio. Maintain minimal noise. This may mean turning off the engine and "walking" the vehicle to your patio. Do not "rev" the engine.

NOISE

No owner, tenant or guest shall interfere with the rights, conveniences and comfort of other occupants. DeKalb County ordinance requires no noise of any description which is heard outside unit walls and neighbors are advised to contact 911 if such is heard.

PARKING

Parking is limited to two (2) spaces per unit – one (1) reserved space (marked), and one (1) unreserved space. Unreserved spaces are utilized on a "first come, first served" basis. Those units in which a third licensed driver resides may have access to a third parking space at the sole discretion of the Board (provide a written request including make, model and license number and a written response will be provided). No unit may have more than three (3) parking spaces.

Strict observance of "No Parking" and "Tow Away" zone is required of residents and visitors. Do not permit visitors or tradespeople to park on the curb. Owners/lessees should direct visitors and tradespeople to a parking space.

Recreational vehicles (i.e., campers, boats, other similar vehicles as defined by DeKalb County Motor Vehicle Dept.) are prohibited, except with Board permission.

Trucks exceeding two (2) ton load capacity and 18-wheel vehicles are prohibited from property (except moving vans specifically hired by Northcrest residents).

No vehicle larger than one (1) parking space may be parked in the complex. Vehicles are *not* permitted on either walks or grassy areas.

Parked vehicles should not extend over rear curbing. Be certain, especially when "backing in" that all vehicle parameters are inside the parking space.

Any vehicle parked on Northcrest property must be in good working order with current tag. Inoperable and/or derelict vehicles must be removed from the property or are subject to tow within seven (7) days of notification and

at owner expense.

PETS

All pets are to be leashed (not to exceed twenty-20 feet in length) with a responsible person in attendance, or kept behind a fence at all times. Leashed pets must be taken to designated areas (eight (8)-foot strip follows three (3) fenced sides of property, bordered by Stonecrest, Ivy's Landing and Chamblee-Tucker Rd.) for "bathrooming." (NOTE: Voice control does not meet County leash Law requirements)

DeKalb County "Pooper Scooper" ordinance requires that animal waste be removed from property. Flush or double-bag prior to placement in dumpster.

Fines

\$25-\$100 (and cost incurred by the Board) will be assessed for the following:

1. Failure to have animal on leash w/responsible party in attendance
2. Tying animal in common areas or on patio
3. Permitting animal to use unauthorized "bathroom" areas
4. Failure to clean common area of animal waste
5. Permitting animal to roam free
6. Constructing "permanent" animal housing on patio, creating unsanitary conditions

Additional Information

All homeowners are subject to county regulations regarding Animal Control and to having pets impounded and fines levied. The Board will continue to ask the county's support in actively patrolling the complex and picking up animals. If picked up, the county records will count a 1st complaint against you and a DEMAND letter from the Board will be sent on that basis.

(14)

(15)

POOL RULES

Pool Season begins Memorial Day Weekend and ends immediately after Labor Day Weekend with the following rules applicable:

1. Pool is open between 9 AM and 10 PM
2. Children under the age of 18 years must be accompanied by an adult
3. No glass is permitted in pool area
4. No rafts or flotation devices are permitted
5. No running is permitted on pool deck
6. No pets are permitted in fenced pool area
7. No organized games are permitted on weekends
8. Bathing suits are required
9. Cigarette butts and trash must be placed in ashtrays or "herbule curbles" provided for that purpose - not on pool deck or in pool
10. No Lifeguard on duty, swim at your own risk
11. All privately owned equipment (i.e., chairs, masks, etc.) must be removed from the pool nightly
12. Untrained children must be properly clothed, wearing diapers for the pool or "swimmies."

SOLICITING

"No Soliciting" signs are posted at the entrances. Every resident has the right to ask canvassers, leaflet distributors and salespersons to leave the property. When you invite these people into your home or buy their products, you encourage solicitors to contact other residents. It is very difficult to prosecute someone for trespassing if one owner asks him to leave and another invites him in. Know who is at your door before you open it.

(16)

Any Board member will assist you if you have a problem with solicitors.

Our neighbors are not "outside" solicitors and we allow Northcrest Girl Scouts, etc. to go door-to-door.

Of course, on Halloween we invite neighborhood children to solicit us for "treats."

TRASH

All garbage and trash is to be placed *inside* the dumpster in watertight plastic or paper bags as provided for by DeKalb County Ordinance. (Paper bags refers *only* to sealed compactor type bags *not* "grocery" bags)

REFUSE MUST NOT BE PLACED ON TOP OF DUMPSTER

The following must *not* be placed in or alongside dumpsters: carpeting, automobile parts or tires, any number, logs, limbs, etc. over four (4) feet in length or four (4) inches in diameter; appliances, furniture, dirt, concrete items, bedsprings or mattresses, hot ashes, paint and flammable or other hazardous material; dead animals.

Such items must be taken from the premises by either tradespersons or individual homeowners or arrangement must be made through the Board of Directors. Such arrangements must be made in advance of the need.

Dead animals will be collected on an on-call basis by the Sanitation Department (404) 294-2900.

Fines

\$25-\$100 (and costs incurred by the Board) may be assessed for the following:

1. Failing to place garbage in proper bags, properly sealed
2. Failing to place trash inside the dumpster
3. Placing illegal items in or alongside the dumpster which are unacceptable to the County *and* which will *not* be picked up (see above list).

(17)

