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- EXHIBIT "A" - Metes and Bounds Description of the Property
- EXHIBIT "B" - Description of Boundaries of Units
- EXHIBIT "C" - Listing of Unit Types and Allocation of (a) Undivided Fractional Interests in Common Elements, (b) Voting Rights in the Association and (c) Liabilities for Common Expenses
- EXHIBIT "D" - Copy of the River Ridge Maintenance Agreement
- EXHIBIT "E" - Copy of the Closed Circuit Television System Easement and Agreement
- EXHIBIT "F" - Copy of Easement and Covenant Agreement

DECLARATION OF CONDOMINIUM  
FOR  
PARK RIDGE, A CONDOMINIUM

THIS DECLARATION, made as of the 2nd day of April, 1981, by PARK RIDGE, LTD., a Georgia limited partnership acting by and through its sole general partners Edward L. Brinson, James R. Treadwell, Jack W. Morse and Douglas C. Mullins (hereinafter referred to as "Declarant");

W I T N E S S E T H   T H A T:

WHEREAS, certain multifamily residential buildings are located in Cobb County, Georgia, on the real property described as Tract I on Exhibit "A", attached hereto and by this reference incorporated herein and made a part hereof; and

WHEREAS, Declarant owns said real property in fee simple and desires to submit said real property, together with the improvements located thereon and together with the other real property and easements described on Exhibit "A", to the provisions of the Georgia Condominium Act and this Declaration;

NOW THEREFORE, Declarant has submitted and does hereby submit the real property described on Exhibit "A", attached hereto and by this reference incorporated herein and made a part hereof, together with the improvements located thereon and together with any easements which are appurtenant to such property, to the Georgia Condominium Act, Act No. 463, Georgia Laws 1975, pages 609 through 671, as amended by Act No. 911, Georgia Laws 1980, pp. 487-489, and by Act No. 1338, Georgia Laws 1980, pp. 1406-1412 (Ga. Code Ann. Chapter 85-16e). From and after the date on which this Declaration is filed with the Clerk of Superior Court of Cobb County, Georgia, the real property described on Exhibit "A" hereto, together with all improvements located thereon and together with all easements appurtenant thereto, shall be owned, held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the provisions of the Georgia Condominium Act, as amended, and this Declaration, and every grantee of any interest in said property, by acceptance of a deed or other conveyance, whether or not such deed or other conveyance shall be signed by such grantee and whether or not such grantee shall otherwise consent in writing, shall take subject to the provisions of the Georgia Condominium Act, as amended, and this Declaration and shall be deemed to have assented and agreed to the same.

ARTICLE ISTATUTORY PROVISIONS AND DEFINITIONS

1.1 Statutory Provisions. This Declaration is made pursuant to the Georgia Condominium Act, Act No. 463, Georgia Laws 1975, pages 609 through 671, as amended by Act. No. 911, Georgia Laws 1980, pp. 487-489, and by Act No. 1338, Georgia Laws 1980, pp. 1406-1412 (Ga. Code Ann. Chapter 85-16e).

1.2 Definitions. Words used in this Declaration, which are defined in the Georgia Condominium Act, as amended, shall have the same meaning as set forth therein, unless the context shall prohibit or otherwise require or unless such words are otherwise defined by this Declaration. When used in this Declaration, the other condominium instruments, the Articles of Incorporation and the Bylaws, unless the context shall prohibit or otherwise require, the following words shall have the following meanings, whether or not capitalized, and all definitions shall be applicable to the singular and plural forms of such terms:

1.2.1 "Act" shall mean and refer to the Georgia Condominium Act, Act No. 463, Georgia Laws 1975, pages 609 through 671, as amended by Act. No. 911, Georgia Laws 1980, pp. 487-489, and by Act No. 1338, Georgia Laws 1980, pp. 1406-1412 (Ga. Code Ann. Chapter 85-16e).

1.2.2 "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Association.

1.2.3 "Assessment" shall mean and refer to an Owner's share of the common expenses from time to time assessed against an owner by the Association in the manner herein provided.

1.2.4 "Association" shall mean and refer to Park Ridge Condominium Association, Inc., a Georgia nonprofit corporation, its successors and assigns.

1.2.5 "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association, which is the governing body of the Association.

1.2.6 "Bylaws" shall mean and refer to those bylaws governing the administration and operation of the Association, as the same now exist or may be hereafter amended.

1.2.7 "Common Elements" shall mean and refer to all portions of the Property other than the Units, including common elements, and all installations, fixtures, improvements or personalty located on such portions of the Property.

1.2.8 "Common Expenses" shall mean and refer to all expenditures lawfully made or incurred by or on behalf of the Association, together with all funds lawfully assessed for the creation or maintenance of reserves, pursuant to the provisions of the Act or this Declaration.

1.2.9 "Condominium" shall mean and refer to the Property and all improvements located thereon submitted to the Act by the condominium instruments and known as Park Ridge, a Condominium.

1.2.10 "Condominium Instruments" shall mean and refer to the following documents, as the same now exist or may be hereafter amended: (i) this Declaration of Condominium for Park Ridge, a Condominium, together with all exhibits and schedules attached hereto and all amendments thereof, and (ii) the Site Plan, the Plans and related certifications and all amendments thereof.

1.2.11 "Condominium Unit" shall mean and refer to the Unit, together with the undivided interest in the common elements appurtenant thereto.

1.2.12 "Declarant" shall mean and refer to the owner of the Property which has executed this Declaration, or any successor-in-title thereto, who comes to stand in the same relation to the Condominium as such owner, or any party which acquires ownership of the Property or a portion thereof pursuant to foreclosure of a deed to secure debt or other security instrument encumbering Declarant's interest in the Property.

1.2.13 "Declaration" shall mean and refer to this Declaration of Condominium for Park Ridge, a Condominium, as the same now exists or may be hereafter amended.

1.2.14 "Director" shall mean and refer to a member of the Board of Directors.

1.2.15 "First Mortgagee" shall mean and refer to the holder of a first-in-priority mortgage.

1.2.16 "Foreclosure" shall mean and refer to, without limitation, the judicial foreclosure of a mortgage or the exercise of a power of sale contained in any mortgage.

1.2.17 "Lease" shall mean and refer to any lease, usufruct, tenancy, sublease, rental contract or other occupancy agreement whether oral or written.

1.2.18 "Limited Common Element" shall mean and refer to a portion of the common elements reserved for the exclusive use of one or more, but less than all, of the Units.

1.2.19 "Majority" shall mean and refer to more than fifty (50%) percent of the votes assigned to the Condominium Units as provided in this Declaration or more than fifty percent (50%) of the Directors or members of committees appointed by the Board of Directors, as may be applicable.

1.2.20 "Mortgage" shall mean and refer to a mortgage, deed to secure debt, deed of trust, security agreement or other instrument conveying a lien upon or security title to a Condominium Unit or any portion of the Property.

1.2.21 "Mortgagee" shall mean and refer to the holder of a mortgage.

1.2.22 "Occupant" shall mean and refer to any person, including, without limitation, any guest, invitee, tenant, lessee or family member of an Owner, occupying or otherwise using or visiting in a Condominium Unit.

1.2.23 "Officer" shall mean and refer to an officer of the Association.

1.2.24 "Owner" shall mean and refer to one or more persons, including Declarant, who or which owns fee simple title to any Condominium Unit, excluding, however, those persons having such an interest under a mortgage.

1.2.25 "Person" shall mean and refer to a natural person, corporation, partnership, association, trust or other legal entity, or any combination thereof.

1.2.26 "Plans" shall mean and refer to those certain Plans for Park Ridge, a Condominium, prepared by Gary B. Coursey & Associates, Architects, and dated March 13, 1981, which depict the dimensions of the Units and are filed for record, and shall include any revisions thereof as may be filed for record from time to time.

1.2.27 "Property", unless the context should otherwise require, shall mean and refer to those tracts or parcels of land described on Exhibit "A", attached hereto and by this reference



incorporated herein and made a part hereof, together with all improvements thereon and together with all easements appurtenant thereto.

1.2.28 "Record" or "file for record" shall mean and refer to filing for record with the Clerk of Superior Court of Cobb County, Georgia.

1.2.29 "Site Plan" shall mean and refer to that certain "Survey for Park Ridge Condominiums," dated March 13, 1981, and prepared by J. S. Ross & Associates, Registered Engineers, and filed for record, and shall include any revisions thereof as may be filed for record from time to time.

1.2.30 "Unit" shall mean and refer to a portion of the Condominium intended for independent ownership and use, being a residential dwelling depicted on the Site Plan and the Plans and having the boundaries described in Exhibit "B," attached hereto and made a part hereof by this reference; provided, that if the context otherwise requires, the term "Unit" shall also be deemed to include the undivided interest in the common elements appurtenant thereto.

1.2.31 "Unit Type" shall mean and refer to the architectural floor plan designation for a Unit as shown by the Plans and as specified for each Unit on Exhibit "C," attached hereto and made a part hereof by this reference.

1.2.32 "Vote" shall mean and refer to the vote in the Association to which each Owner shall be entitled.

## ARTICLE II

### DESCRIPTION OF CONDOMINIUM

2.1 Name. The name of the Condominium is "PARK RIDGE, A CONDOMINIUM".

2.2 Property Submitted to Declaration. The Condominium is comprised of the Property, including the improvements located thereon and the easements appurtenant thereto. The Property is located in Cobb County, Georgia. A description by metes and bounds of the Property is set forth on Exhibit "A", attached hereto and by this reference incorporated herein and made a part hereof. Located on the Property are nine (9) buildings containing a total of one hundred twenty-two (122) residential dwellings (the "Units"), together with a swimming pool, tennis courts, paved parking areas,

utility systems, drives, roads, and other improvements serving such dwellings. The general area and location of the Units and other improvements on the Property and the dimensions of the Units are shown on the Site Plan and the Plans. So long as Declarant owns any Condominium Unit, Declarant reserves the right, but shall have no obligation, to make improvements and changes to all parts of the common elements and the Units owned by Declarant (other than changes to the location of Unit boundaries unless expressly permitted herein), including, without limitation, addition and realignment of parking spaces, renovation and installation of and changes to utility systems and facilities, rearrangement and installation of security and refuse facilities, work relating to building exteriors and extension of the drives and utility lines and pipes located on the Property.

2.3 Units. Each Condominium Unit, including its undivided interest in the common elements as hereinafter specified and established, shall for all purposes constitute real property which may be owned in fee simple and which, subject to the provisions of the Act and this Declaration, may be conveyed, transferred and encumbered in the same manner as any other property. The ownership of each Condominium Unit shall include its appurtenant percentage or fraction of undivided interest in the common elements and the vote assigned to the Unit for voting purposes. The undivided percentage or fraction of interest in the common elements appurtenant to each Condominium Unit is set forth on Exhibit "C", attached hereto and by this reference incorporated herein and made a part hereof, and such undivided interest in the common elements shall not be altered except as expressly provided by the Act and the provisions of this Declaration permitted by the Act. Such undivided interest in the common elements shall not be separated from the Unit to which it appertains and shall be deemed to be conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument. One (1) vote in the Association is allocated to each Unit and such vote shall be cast under such rules and procedures as may be prescribed by the Bylaws or by the Act. An Owner shall automatically be a member of the Association and shall remain a member thereof until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically pass to his successor-in-title.

#### 2.4 Limited Common Elements.

2.4.1 The limited common elements are those portions of the common elements which are reserved for the exclusive use of those persons who are entitled to the use of the Unit or Units to which such limited common elements are assigned.

2.4.2 The limited common elements which are located on the Property and the Units to which the same are assigned are described as follows:

2.4.2.1 The patio or terrace, together with any enclosure therefor, which is appurtenant to each Unit having a patio or terrace, shall be a limited common element assigned to the Unit having direct access thereto; provided, however, that any fence which separates one patio or terrace from another patio or terrace shall be a limited common element assigned to both of the Units to which the patios or terraces, which are separated by such fence, are assigned. All of the patios and terraces located on the Property are shown and depicted on the Plans.

2.4.2.2 The balcony or deck which is appurtenant to each Unit having a balcony or deck shall be a limited common element assigned to the Unit having direct access thereto; provided, however, that any portion of a balcony or deck which separates one balcony or deck from another balcony or deck shall be a limited common element assigned to both of the Units, the balconies or decks assigned to which are separated by such portion of such balcony or deck. All of the balconies or decks located on the Property are shown and depicted on the Plans.

2.4.2.3 All portions of the common elements on which there is located any portion of the heating and air conditioning system exclusively serving a particular Unit or Units shall be a limited common element assigned to the Unit or Units which is or are exclusively served by such heating and air conditioning system.

2.4.2.4 All portions of the common elements on which there is located any hot water heater connected to the plumbing system serving a Unit shall be a limited common element assigned to the Unit to which it is connected.

2.4.3 Limited common elements shall not be construed or interpreted to be separate and apart from the common elements in general, being limited only with respect to the reserved use thereof to the Unit or Units served thereby. The limited common elements within the condominium may be reassigned at any time and from time to time, provided that any and all such reassignments shall be made in accordance with the procedures and provisions of the Act.

2.5 Unit Boundaries. Each Unit shall include all the space within the boundaries thereof, and the boundaries of a Unit shall be as set forth in Exhibit "B". Units shall not be subdivided. Unless the relocation thereof is accomplished in strict accordance with the provisions of the Act and with the consent of Declarant, so long as

Declarant owns a Condominium Unit, boundaries between adjoining Units shall remain as established in accordance with the Plans and shall not be relocated. If an Owner acquires an adjoining Unit, such Owner shall have the right (subject to the prior written approval of the mortgagees of the Units involved) to remove all or any part of any intervening partition or to create doorways or other apertures therein, notwithstanding the fact that such partition may, in whole or in part, be part of the common elements, so long as no portion of any load bearing wall or column is materially weakened or removed and no portion of any common elements, other than that partition and any chutes, flues, ducts, conduits, wires or other apparatus contained therein, which shall be relocated by such Owner if such facilities serve any other part of the Condominium, is damaged, destroyed, or endangered; such alterations permitted by this Section 2.5 shall not be deemed an alteration or relocation of boundaries between adjoining Units.

2.6 Portion of Property Owned in Common With Others. That portion of the Property described as Tract II on Exhibit "A" hereto is a private street known as River Ridge Court. The Unit Owners own an undivided one-fourth interest in said Tract II as tenants in common with other Persons, subject to mutual easements for access, ingress and egress and covenants to share the costs of maintaining said Tract II as a private street. The terms and conditions of said easements and covenants to share costs are hereinafter set forth. No Units shall be located on said Tract II.

### ARTICLE III

#### EASEMENTS

3.1 General Easements. In addition to the easements created by the Act, the easements described in this Article III from each Owner to each other Owner, to the Association and to the Declarant are hereby reserved and established.

3.1.1 Use and Enjoyment. Every Owner and Occupant shall have a right and easement of use and enjoyment in and to the common elements (including the right of access, ingress and egress to and from his Unit over those portions of the Property designated for such purpose), and such easement shall be appurtenant to and shall pass with the title to every Condominium Unit, subject to the following provisions and limitations:

(i) The right of the Association to control the use and enjoyment thereof as provided by the terms of this Declaration, which shall include, but not be limited to, the right of the

Association to limit the use and enjoyment thereof to the Owners and their respective Occupants, as well as to provide for the exclusive use and enjoyment of specific portions thereof at certain designated times by an Owner and his Occupants;

(ii) The right of the Association to limit the number of guests of Owners;

(iii) The right of Owners to the exclusive use of the limited common elements appurtenant to their respective Units;

(iv) The right of the Association to suspend the voting rights and rights to use of the recreational facilities of the Condominium by an Owner and his Occupants for any period of time during which an assessment against his Condominium Unit remains unpaid, or for a reasonable time for infraction of any provision of this Declaration, the Bylaws or its published rules and regulations; and

(v) The right of the Association to charge admission and other fees for the use of a particular recreational or other facility, which fees, unless paid separately, shall be added to the assessment next coming due and payable by an Owner.

**3.1.2 Structural Support.** Every portion of a Unit or the common elements which contributes to the structural support of another Unit or the common elements shall be burdened with an easement of structural support. No Owner shall be permitted to demolish his Unit except to the extent that such demolition may be required to repair or rebuild the Unit when the same has been partially or totally destroyed.

**3.1.3 Utilities.** To the extent that any utility line, pipe, wire or conduit serving any Unit, Units or the common elements shall lie wholly or partially within the boundaries of another Unit or the common elements, such other Unit, Units or the common elements shall be burdened with an easement for the use, maintenance, repair and replacement of such utility line, pipe, wire or conduit, such easement to be in favor of the Unit, Units or common elements served by the same.

**3.1.4 Encroachments.** If any portion of the common elements encroaches upon any Unit, or if any Unit encroaches upon any other Unit or upon any portion of the common elements, as a result of the construction, reconstruction, repair, renovation, restoration, shifting, settlement or movement of any portion of the Condominium, an easement for the encroachment and for the maintenance, repair and replacement thereof shall exist so long as

the encroachment exists. In the event that any building, any Unit, any adjoining Unit, or any adjoining portion of the common elements shall be partially or totally damaged or destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then repaired or reconstructed, encroachments of portions of the common elements upon any Unit, or of any Unit upon any other Unit or upon any portion of the common elements, due to such repair or reconstruction, shall be permitted, and easements for such encroachments and the maintenance, repair and replacement thereof shall exist.

3.1.5 Maintenance and Repair. There shall be an easement in favor of the Declarant, the Association and the Unit Owners through the Units and the Common Elements for the installation, maintenance, repair and replacement of Units and the Common Elements. Use of this easement shall be only during normal business hours, except that access may be had at any time in case of emergency.

3.1.6 Rights of Association. There shall be a general easement to the Association, its directors, officers, contractors, agents and employees (including, but not limited to any manager employed by the Association) to enter upon the Property or any portion thereof and to take access through the Units and the common elements for the installation, maintenance, repair and replacement thereof and for the purpose of performing their respective duties. Each Owner shall afford to other Owners and to the Association, their respective contractors, agents, representatives and employees, such access through such Owner's Unit as may be reasonably necessary to enable them to exercise and discharge their respective powers and responsibilities. Except in the event of emergencies, such easements are to be exercised only during normal business hours and then whenever practicable, only upon advance notice to and with the permission of the Owner or Occupant of a Unit directly affected thereby. The Association shall have the power to grant and accept easements on, over, across and through the Property and over and through property adjoining the Property, as may be applicable, for the installation, maintenance, repair and replacement of utilities and for other public purposes consistent with the intended use of the common elements.

3.1.7 Rights of Declarant. So long as Declarant owns any Condominium Unit primarily for the purpose of sale, Declarant and its duly authorized contractors, representatives, agents, and employees shall have an easement for the maintenance of signs, a sales office, a business office, promotional facilities and model Units on the Property, together with such other facilities as in the opinion of Declarant may be reasonably required, convenient or

incidental to the completion, renovation, improvement, development or sale of the Condominium Units. During the period that Declarant owns any Condominium Unit, Declarant, its duly authorized contractors, representatives, agents and employees, shall a transferable easement on, over, through, under and across the common elements for the purpose of making improvements on the Property or any portion thereof, for the purpose of installing, replacing, repairing and maintaining all utilities serving the Property, and for the purpose of doing all things reasonably necessary and proper in connection therewith.

3.2 Community "Resale" Board. As part of the common elements maintained by the Association, Declarant has erected on the Property a bulletin board primarily for the use of owners in advertising their Condominium Units for sale. Declarant hereby establishes and grants to each owner and his licensed real estate broker and agent easements for access, ingress and egress to and from the Property for the use of such bulletin board; provided, however, the use of the bulletin board shall be subject to such reasonable nondiscriminatory rules and regulations as may be adopted or promulgated by the Board regulating the size and duration of such advertisements.

3.3 Road Easement. That portion of the Property described as Tract II on Exhibit "A" hereto has been submitted to the Declaration subject to that certain Agreement Relating to the Maintenance of Riveridge Court dated May 1, 1973 and recorded in Deed Book 1420, Page 131, Cobb County, Georgia Records, as amended by Amendment to Agreement Relating to the Maintenance of Riveridge Court dated June 1, 1976 and recorded in Deed Book 1691, Page 88, aforesaid records (herein called the "River Ridge Maintenance Agreement"). The River Ridge Maintenance Agreement establishes certain easements which benefit the Condominium and imposes on the owners an obligation to share with other Persons the costs associated with maintaining said Tract II as a private street. A copy of the River Ridge Maintenance Agreement is attached hereto as Exhibit "D" and by this reference incorporated herein and made a part hereof. The owners' share of the costs associated with the maintenance of Tract II shall be a common expense of the Association.

3.4 Television Easement. The Declarant has granted to and established in favor of StarChannel, Inc., a North Carolina corporation, an exclusive easement and right to provide closed circuit television service to the Property, together with easements of access, ingress and egress to and from the Property. The right of any owner to subscribe for such television service shall be subject to StarChannel, Inc.'s right to charge a fee therefor. A

copy of the Closed Circuit Television System Easement and Agreement is attached hereto as Exhibit "E" and by this reference incorporated herein and made a part hereof.

3.5 Storm Drain Easement. A part of the Property submitted to the Declaration consists of a storm drainage easement which is appurtenant to that portion of the Property described as Tracts I and II on Exhibit "A" hereto and which was established by that certain Easement and Covenant Agreement dated March 7, 1980 and recorded in Deed Book 2166, Page 308, Cobb County, Georgia Records. A copy of said Easement and Covenant Agreement is attached hereto as Exhibit "F" and by this reference incorporated herein and made a part hereof.

#### ARTICLE IV

##### MAINTENANCE AND REPAIR

4.1 Association. Except as may be herein otherwise specifically provided, the responsibility of the Association with respect to maintenance, repair and replacement shall be to maintain, repair and replace all portions of the common elements. Such responsibility shall include all limited elements appurtenant to Units (including, without limitation, fences or railings enclosing any balcony, deck, terrace or patio area), except that the Association shall not be responsible for the cleaning of balconies, decks, terraces and patios. The Association shall also be responsible for the maintenance of the exterior finished surface of entry doors to Units from building hallways, notwithstanding the fact that such doors are a part of the Units. Except as may be otherwise provided by the Act, the Association shall not be liable for injury or damage to a person or property caused by the elements, by any Owner or by any other person, or resulting from any utility, rain, snow or ice which may leak or flow from any portion of the common elements or from any pipe, drain, conduit, appliance or equipment the responsibility for the maintenance of which is that of the Association, nor shall the Association be liable to any Owner for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the common elements. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, order or directive of any municipal or other governmental authority.



4.2 Unit Owner. The responsibility of the Owner with respect to maintenance and repair shall be to maintain, repair and replace all portions of his Unit, except those portions, if any, which are to be maintained, repaired or replaced by the Association. The responsibility of the Owner shall include the maintenance, repair and replacement of any hot water heater and heating and air conditioning system which is a part of his Unit, together with all fixtures, equipment and appliances installed in his Unit or located within the boundaries thereof, and all chutes, flues, ducts, conduits, wires, pipes or other apparatus located within the boundaries of such Owner's Unit or deemed to be a part thereof as provided by Exhibit "B" hereto. The responsibility of the Owner shall also include the maintenance, repair and replacement of the windows, screens and doors (including the sliding glass doors) which are a part of the Unit, except for the exterior finished surface of the entry doors to the Unit, to be maintained by the Association as provided by this Article IV. Each Owner shall also be responsible for performing his responsibilities in such a manner so as not to unreasonably disturb other persons in other Units, for maintaining any balcony, deck, terrace or patio adjoining his Unit in a neat and clean condition. Each Owner shall promptly report to the Association or its agent any defect or need for repairs, the responsibility for the remedying of which is that of the Association. The Association shall have the right but not the obligation to make any repair or replacement or to do any cleaning or maintenance, which is the responsibility of the Owner, but which responsibility the Owner fails or refuses to discharge, and in such event the Owner shall be obligated to pay for the cost incurred by the Association for such work. Each Owner shall also be obligated to pay for the cost of repairing, replacing, or cleaning any item which, although the responsibility of the Association, is necessitated by reason of the willful or negligent act of such Owner or any of his occupants. The cost of any such repair, replacement, maintenance or cleaning shall be added to and become part of the assessment or portion thereof next coming due to which the Owner is subject.

#### ARTICLE V

##### ASSESSMENTS

5.1 Creation of Lien and Personal Obligation. Each Owner covenants and agrees to pay to the Association annual assessments or charges and special assessments or charges provided by this Declaration, together with interest thereon, which shall be fixed, established and collected from time to time as hereinafter

provided. The liability of each Owner for all annual and special assessments described in this Article V shall be equal to the percentage or fraction of undivided interest in the common elements as specified for such Condominium Unit on Exhibit "C" hereto. All annual and special assessments and other charges provided by this Declaration, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge against and continuing lien upon the Condominium Unit against which each such assessment or charge is made. Each Owner shall be liable for his portion of each assessment coming due while he is the Owner, and his grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, but without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor; provided, however, that if such grantor or grantee shall request a statement from the Association as provided in subsection (d) of Section 41 of the Act, such grantee, his successors, successors-in-title and assigns, shall not be liable for, nor shall the Condominium Unit conveyed be subject to a lien for, any unpaid assessments against such grantor in excess of the amount set forth in such statement, if any.

## 5.2 Allocation of Liabilities for Common Expenses.

5.2.1 General Assessments. The amount of all common expenses not specially assessed pursuant to the provisions of this Declaration, less the amount of all undistributed and unreserved common profits, shall be assessed against the Condominium Units in accordance with the respective liabilities for assessments of the Condominium Units. The annual assessment payable by the Owners under this paragraph 5.2.1 shall be levied by the Board of Directors after the same is determined in the manner set forth in this Section 5.2. During that portion of the Association's fiscal year from the effective date of this Declaration to the end of said fiscal year, the annual assessment applicable to each Condominium Unit shall be as set forth in the budget for the Condominium delivered to each purchaser of a Condominium Unit. At least thirty (30) days prior to the annual meeting of the Association, the Board of Directors shall prepare and submit in writing to the Owners an estimated budget of the common expenses for the next succeeding fiscal year to be paid by assessments collected from the Owners, together with notice of the amount of the annual assessment payable by each Owner during such fiscal year. If said estimated budget proves inadequate for any reason, then the Board of Directors may levy at any time a further assessment against the Owners and notify the Owners accordingly. If for any reason an annual budget is not made as required hereby, a payment in the amount required by the last prior assessment shall be due upon each assessment due date until changed

by a new assessment. Common expenses of the Association to be paid through annual assessments shall include, but shall not necessarily be limited to, the following:

5.2.1.1 management fees and expenses of administration, including management, legal and accounting fees;

5.2.1.2 utility charges for utilities serving the common elements and charges for other common services;

5.2.1.3 the cost of any master or blanket policies of insurance purchased for the benefit of all Owners and the Association as required by this Declaration, including fire and other hazard coverage, public liability coverage, and such other insurance coverage as the Board of Directors determines to be in the interests of the Association and the Owners;

5.2.1.4 the expense of maintenance, operation and repair of the common elements as well as any maintenance upon the Units which is the responsibility of the Association under the provisions of Article IV, if such expense is not covered by a special assessment;

5.2.1.5 charges for utilities provided to the Units and not separately metered, which shall be a common expense of the Association;

5.2.1.6 such other expenses as may be determined from time to time by the Board of Directors of the Association to be common expenses, including, without limitation, taxes and governmental charges such as sanitary taxes not separately assessed against each Condominium Unit, other than ad valorem real property taxes; and

5.2.1.7 the establishment and maintenance of an adequate reserve fund or funds for maintenance, repair and replacement of those common elements that must be replaced on a periodic basis and of a reserve to cover operating contingencies or deficiencies arising from unpaid assessments or liens, emergency expenditures and other matters, as may be authorized from time to time by the Board of Directors.

The annual assessment for the common expenses described above shall be paid by and collected from the Owners in accordance with their respective liabilities for assessments set forth in Section 5.1. Each Owner shall be obligated to pay such assessments to the Association in equal monthly installments on or before the first day

of each month during the calendar year, or in such other reasonable manner as the Board of Directors shall designate. In any year in which there is an excess of assessments and other income over expenditures, such excess shall appertain to the Condominium Units in proportion to the undivided percentage or fractional interests in the common elements appurtenant thereto, and the Board of Directors, by resolution and without the necessity of a vote of the Owners, shall determine either to apply such excess or any portion thereof against and reduce the subsequent year's assessments or to allocate the same to one or more reserve accounts of the Association described above. Any of the foregoing provisions of this paragraph 5.2.1 which may be construed to the contrary notwithstanding, no assessment shall be payable under this paragraph 5.2.1 by any Owner until this Declaration is filed for record. Therefore, the first annual assessment payable under this paragraph 5.2.1 shall be prorated according to the number of days remaining in the calendar year after the date on which this Declaration is filed for record. In the event that the Association acquires title to a Condominium Unit, the Association shall be exempt from all assessments during the period of its ownership thereof.

**5.2.2 Special Assessments.** Any common expenses occasioned by the conduct of less than all those entitled to occupy all of the Condominium Units or by the Occupants or the Owner of any such Condominium Unit or Units shall be specially assessed against the Condominium Unit or Units, the conduct of any Owner or Occupant of which occasioned any such common expenses. Any common expenses of the Association benefitting less than all of the Units shall be assessed equitably among the Units so benefitted. Any other common expenses significantly disproportionately benefitting all of the Units shall be assessed equitably among all of the Condominium Units. Notwithstanding anything to the contrary set forth herein, except as provided in Section 4.2, there shall be no special assessments against any particular Condominium Unit for any common expenses associated with the maintenance, repair, restoration, renovation or replacement of any limited common elements; rather, such expenses shall be common expenses. The special assessments provided for in this paragraph 5.2.2 shall be levied by the Board of Directors, and the amount and due date(s) of such special assessments so levied by the Board shall be as specified by the Board.

**5.3 Special Assessments for Capital Improvements.** In addition to the special and general assessments authorized above, and in addition to the special assessments for reconstruction or repair of casualty damage, the Board of Directors may levy special assessments for the purpose of defraying, in whole or in part, the cost of any capital addition to or capital improvement of the common elements

(including the necessary fixtures and personal property related thereto), or for the cost of repair or replacement of a portion of the common elements (including the necessary fixtures and personal property related thereto), which is for the benefit of all Owners; provided, however, the total amount of the special assessment levied by the Board of Directors under and pursuant to the provisions of this Section 5.3 shall not exceed the sum of \$100.00 per Condominium Unit in any one calendar year unless approved by a majority of the votes of the Owners, voting in person or by proxy at a meeting duly called and held for such purpose. Owners shall be assessed for special assessments under this Section 5.3 in accordance with the liability for assessments of their respective Condominium Units, and the due date(s) of any such special assessments shall be specified by the Board of Directors. Notwithstanding the foregoing, so long as Declarant shall own one or more Condominium Units, no special assessment shall be levied against the Owners under and pursuant to the provisions of this Section 5.3 unless such special assessment shall also be approved by Declarant.

5.4 Fee for Statements of Amounts Due. The Association may require the payment of a fee, not to exceed \$10.00, as a prerequisite to its issuance of any statement pursuant to subsection (d) of Section 41 of the Act.

5.5 Non-Payment of Assessments: Remedies of Association. Any assessment, or portion thereof, not paid when due shall be delinquent. If the same is not paid within five (5) days after the due date, then a late charge, not in excess of the greater of Ten Dollars (\$10.00) or ten percent (10%) of the amount of each assessment or installment thereof not paid when due, shall also be due and payable to the Association. If any assessment or portion thereof is delinquent for a period of more than five (5) days, then if not paid within ten (10) days after written notice is given to the Owner to make such payment, the entire unpaid balance of the assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full, and foreclosure proceedings may be instituted to enforce such lien. Such notice shall be sent by certified mail, return receipt requested, to the Owner both at the address of the Condominium Unit and at any other address or addresses the Owner may have designated to the Association in writing, specifying the amount of the assessments then due and payable, together with authorized late charges and interest accrued thereon. Any assessment or portion thereof, together with authorized late charges, not paid when due shall bear interest from the date of delinquency until paid at eight percent (8%) per annum. The Board of Directors may suspend the voting rights of the Owner or the rights of the Owner and his Occupants to use the recreational facilities of the Condominium during the period

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in which any assessment or portion thereof remains unpaid and after at least ten (10) days written notice is given to the Owner as aforesaid, and the Association may bring an action at law against the the Owner personally obligated to pay the same or foreclose its lien against such Owner's Condominium Unit, in which event late charges, interest and costs of collection shall be included in such lien, with such costs of collection to include court costs, the expenses of sale, any expenses required for the protection and preservation of the Condominium Unit, and reasonable attorneys' fees actually incurred. All payments on account shall be applied first to the aforesaid costs of collection, then to late charges, then to interest, and then to the assessment lien first due. All late charges and interest collected shall be credited to the common expense fund. Each Owner vests in the Board of Directors the right and power to bring all actions against him personally for the collection of such assessments as a debt and to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Article V shall be in favor of the Association and shall be for the benefit of all Owners. The Board of Directors, acting on behalf of the Association, shall have the power to bid in the Condominium Unit at any foreclosure sale and to acquire, hold, lease, encumber and convey the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common elements or abandonment of his Condominium Unit. The lien for assessments shall lapse and be of no further effect as to assessments or installments thereof, together with late charges and interest applicable thereto, first becoming due and payable more than three (3) years prior to the date upon which the notice contemplated in this Section 5.5 is given or more than three (3) years prior to the institution of suit therefor if suit is not instituted within ninety (90) days after the giving of such notice.

5.6 Priority of Lien. All sums lawfully assessed against any Owner or Condominium Unit, whether for the share of the common expenses lawfully appertaining to that Condominium Unit or otherwise, shall from the time the same become due and payable constitute a lien, in favor of the Association, on such Condominium Unit, prior and superior to all other liens except only (a) the lien for ad valorem taxes, (b) the lien of a first-in-priority mortgage, if any, or secondary purchase money mortgage, if any, to which the Condominium Unit is subject, and (c) the lien of any mortgage recorded prior to the recording of this Declaration. Except as provided in Section 5.7 hereof and Section 17 of the Act, the sale or transfer of any Condominium Unit shall not affect the assessment lien.

5.7 Deed in Lieu of Foreclosure of First Mortgage or Secondary Purchase Money Mortgage. Notwithstanding anything contained in this Declaration or the Act which may be construed to the contrary, in the event any first mortgagee or any secondary purchase money mortgagee shall come into possession of any Condominium Unit by virtue of any deed or assignment in lieu of foreclosure of a first mortgage or a secondary purchase money mortgage, such a mortgagee shall not be liable for, nor shall such Condominium Unit be subject to a lien for, any assessment chargeable to such Condominium Unit on account of any period prior to the time such mortgagee shall so come into possession of such Condominium Unit; provided, however, that such unpaid assessment or assessments shall be deemed to be common expenses collectible from all Owners, including such mortgagee. The provisions of this Section 5.7 are in addition to, and not in lieu of, the provisions of subsection (f) of Section 17 of the Act.

#### ARTICLE VI

##### ADMINISTRATION

6.1 Administration of the Condominium. Subject to the provisions hereinafter set forth in Section 6.2, the administration of the Condominium, the maintenance, repair, renovation, replacement and operation of the common elements and those acts required of the Association by the Act, the Georgia Nonprofit Corporation Code, this Declaration, the other condominium instruments, the Bylaws and the Articles of Incorporation shall be the responsibility of the Association, and the exercise of the powers and duties of the Association shall be in accordance with the Act, the Georgia Nonprofit Corporation Code, this Declaration, the Articles of Incorporation, the Bylaws and the other condominium instruments.

6.2 Control by Declarant. Subject to any limitations contained in the Act, this Declaration, the Articles of Incorporation or the Bylaws, Declarant shall have the right to appoint or remove any member or members of the Board of Directors or any Officer or Officers to the earliest to occur of: (i) the expiration of three (3) years after the date of the recording of this Declaration, (ii) the date as of which Units to which four-fifths (4/5) of the undivided interests in the common elements appertain shall have been conveyed by Declarant to Owners other than a person or persons constituting Declarant, or (iii) the surrender by Declarant of the authority to appoint and remove members of the Board of Directors and Officers, by an express amendment to this Declaration executed and recorded by Declarant. Upon the expiration of the period of Declarant's right to appoint and remove members of the Board of

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Directors and Officers, such right shall automatically pass to the Owners, including Declarant if Declarant then owns one or more Condominium Units, and a special meeting of the Association shall be called. At such special meeting the Owners shall elect a Board of Directors and shall undertake the responsibilities of the Association.

6.3 Duties and Powers. The duties and powers of the Association shall be those set forth in the Act, the Georgia Nonprofit Corporation Code, this Declaration, the other condominium instruments, the Bylaws and the Articles of Incorporation, together with those reasonably implied to effect the purposes of the Association. Except to the extent otherwise required by the Act, the Georgia Nonprofit Corporation Code, this Declaration, the other condominium instruments, the Bylaws or the Articles of Incorporation, the powers herein or otherwise granted to the Association may be exercised by the Board of Directors, acting through the Officers, without any further consent or action on the part of the Owners. Subject to and in accordance with the provisions or limitations set forth in the Bylaws, each Director and each Officer shall be entitled to be indemnified by the Association in connection with any threatened, pending or completed action, suit or proceeding with respect to which such person was or is a party by reason of the fact that such person is or was a Director or Officer.

6.4 Property. All funds received and title of all properties acquired by the Association and the proceeds thereof, after deducting therefrom the costs incurred by the Association in acquiring the same, shall be held for the benefit of the Owners as herein provided and for the purposes herein stated. The shares of the Owners in the funds and assets of the Association cannot be individually assigned, hypothecated or transferred in any manner except as an appurtenance to a Condominium Unit. In any year in which there is an excess of assessments over expenditures, such surplus shall be applied in accordance with the provisions of Article V.

6.5 Rules and Regulations. Without limiting the generality of this Article VI, the Board of Directors shall have the power and authority to make, promulgate, adopt, revoke, repeal and amend reasonable regulations, rules and requirements concerning the use of the Units, appurtenances thereto, the limited common elements and the common elements. Such regulations, rules and requirements may include, without limitation, the fixing of fees or other charges for the use of any of the common elements and the establishing of rules and regulations regarding the parking of motor vehicles on the common elements and the prohibiting of parking of certain types of



motor vehicles on the common elements. The Board of Directors shall furnish written copies of all such regulations, rules and requirements to all Owners prior to the time that such regulations, rules and requirements shall go into effect. Such regulations, rules and requirements shall be binding upon the Owners and their Occupants, until and unless any such regulation, rule or requirement is specifically overruled and cancelled in a regular or special meeting by the vote of Owners holding a majority of the total votes in the Association. In no event shall any person make any use of the limited common elements or the common elements nor shall any person place or affix any object thereon or thereto, in violation of any regulations, rules and requirements which shall be established by the Board of Directors pursuant to this Section 6.5. Failure to abide by any such regulation, rule or requirement shall be grounds for action by the Association and any aggrieved Owner to recover damages or obtain injunctive and equitable relief or both and shall entitle the Association to any other remedies provided by the Act or this Declaration.

#### 6.6 Professional Management.

6.6.1 The Board of Directors may employ a professional management firm to manage the operation and affairs of the Condominium and the Association. If so employed, such management firm shall be employed pursuant to a written management agreement which shall be executed on behalf of the Association by no less than a majority of the members of the Board of Directors. All such management agreements shall be terminable by the Association for cause upon thirty (30) days' written notice and the term thereof may not exceed one year, renewable by agreement of the parties for successive one year periods.

6.6.2 By the terms of such management agreement, such management firm shall be the agent of the Board of Directors and of the Association. To the extent permitted by law, the Board of Directors shall be authorized to delegate to such management firm such of the duties and powers of the Association and of its Board of Directors and officers, as the Board of Directors shall determine, in which event such management firm shall be empowered and authorized to exercise such powers and duties, on behalf of, and in the name of, the Association.

6.6.3 It shall be expressly permissible for the Declarant or any person affiliated with Declarant to be employed as the professional management firm pursuant to the provisions of this Section 6.6; provided, however, that if the Declarant, or any person

affiliated with the Declarant, is so employed, the management agreement providing for such employment shall be terminable by either party thereto without cause and without payment of a termination fee upon no more than ninety (90) days' written notice.

6.7 Enforcement of Directors' Duties. In the event that the Board of Directors shall fail to perform any duty or duties which, under the terms and provisions of this Declaration, the other condominium instruments, the Articles of Incorporation, the Bylaws or the Act, are to be performed by it, any Owner or first mortgagee who is aggrieved by such failure shall have the right to proceed in equity to compel the Board of Directors to perform such duty or duties. In no event, however, shall any member or members of the Board of Directors have any liability to any Owner or first mortgagee for any failure by the Board of Directors to perform any such duty or duties, except to the extent specifically provided in the Act.

## ARTICLE VII

### INSURANCE

7.1 General Obligation and Authority. The Association shall obtain and maintain at all times (a) insurance for all of the insurable improvements on the property (with the exception of improvements and betterments made by the respective Owners or Occupants) against loss or damage by fire or other hazards, including extended coverage, vandalism, malicious mischief, debris removal, cost of demolition, windstorm and water damage, in an amount consonant with full replacement value of such insurable improvements, (b) if there is a boiler on the Property, boiler explosion insurance evidenced by the broad form of boiler and machinery insurance policy and providing as a minimum, \$50,000.00 per accident per location, (c) fidelity coverage against dishonest acts on the part of its Directors, officers, employees, agents and volunteers responsible for handling funds belonging to or administered by the Association in an amount equal to not less than one and one-half times the Association's estimated annual operating expenses and reserves, (d) comprehensive public liability insurance, in amounts established by the Board of Directors from time to time, but in no event shall such amounts be less than \$500,000.00 for injury, including death, to a single person, \$1,000,000.00 for injury or injuries, including death, arising out of a single occurrence, and \$50,000.00 property damage, and (e) such other types of insurance either required by law or authorized by the Board of Directors from time to time.

## ARTICLE VIII

### RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE

In the event of damage by fire or other casualty to the Property or any part thereof, the provisions of this Article VIII shall govern the repair and reconstruction. The terms "repair" or "reconstruction" as used in this Article shall mean repairing or restoring the Property to substantially the same condition in which it existed prior to the fire or other casualty (excluding improvements and betterments made by an Owner or Occupant) with each Unit and the common elements having the same boundaries as before. For the purpose of this Article, the term "substantial loss" shall mean a loss involving damage or destruction having a cost of restoration or repair of more than fifty percent (50%) of the replacement cost of the improvements which are damaged or destroyed by casualty.

#### 8.1 Damage and Destruction.

##### 8.1.1 Claims, Adjustments and Repair Estimates.

Immediately after the damage or destruction by fire or other casualty to all or any part of the Property covered by insurance purchased by the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance with respect to property losses of Owners and obtain reliable and detailed estimates of the cost of repair or reconstruction of such damaged or destroyed property.

8.1.2 Common Elements. Each Owner and each mortgagee hereby agree that in the case of damage or destruction to common elements not involving a Unit, such damage or destruction shall be repaired or reconstructed unless there is a substantial loss of the common elements resulting from such damage or destruction and unless, within forty-five (45) days of the date of such casualty, Owners comprising at least two-thirds (2/3rds) of the total vote of the Association agree in writing not to repair or reconstruct.

8.1.3 Units. Each Owner and each mortgagee of a Condominium Unit hereby agree that in the case of a casualty causing damage or destruction to the Unit, such damage or destruction (including any damage or destruction to any common elements involving such Unit) shall be repaired or reconstructed unless:

8.1.3.1 there is a substantial loss of the Unit or Units so damaged or destroyed; and

8.1.3.2 seventy-five percent (75%) or more of the Units in any one (1) building in the Condominium are damaged or destroyed by such casualty; and

8.1.3.3 within forty-five (45) days of such casualty, (a) the Owner of such damaged or destroyed Unit, together with (b) the Owners of all of the other Units contained within the building in which such Unit is located, and together with (c) the remaining owners comprising at least two-thirds (2/3rds) of the total remaining vote of the Association agree in writing not to repair or reconstruct.

Should the Owners so decide not to repair or reconstruct damaged or destroyed Units, then such damaged or destroyed Units shall not be repaired or reconstructed, and the entire undivided interest in the common elements appertaining to such Condominium Units shall thenceforth appertain to the remaining Condominium Units, being allocated in proportion to their undivided interests in the common elements immediately prior to such allocation, and any remaining portion of such damaged or destroyed Units shall thenceforth be a part of the common elements. Votes in the Association and liability for assessments shall thereupon appertain to the remaining Condominium Units, being allocated to them in proportion to their relative voting strength in the Association and liability for assessments immediately prior to such allocation.

8.1.4 Extension of Time. If for any reason the amount of insurance proceeds to be paid as a result of a casualty, or reliable and detailed estimates of the cost of repair or reconstruction of such casualty, are not made available within forty-five (45) days after such casualty, then the forty-five (45) day period specified in paragraph 8.1.2 or 8.1.3, as the case may be, shall be extended until such information is made available; provided, however, that such period of time shall in no event exceed sixty (60) days after such casualty.

8.1.5 Application of Proceeds: Common Elements and Units Not Repaired. If it is determined in accordance with the provisions hereof that any damaged common elements shall not be repaired or restored, then the insurance proceeds appertaining thereto shall be divided among the Owners in accordance with their percentage or fractional interests in the Common Elements. If it is determined in accordance with the provisions hereof that any damaged Unit shall not be repaired or restored, then the insurance proceeds appertaining thereto shall be paid to the Owner of such damaged Unit

in proportion to the total damage for which proceeds are received, and thereupon such Owner shall have no further right, title or interest in the Condominium. In all cases where there is a mortgagee endorsement with respect to a Unit, any insurance proceeds shall be disbursed to the Owner and such mortgagee jointly, who shall use such proceeds as they alone may determine. This is a covenant for the benefit of any such mortgagee and may be enforced by any such mortgagee. The Association shall cause the debris to be removed from any area on which was located a damaged Unit or damaged common elements which are not to be repaired or restored and shall landscape and restore such area to a clean, safe and attractive condition, and the Board of Directors shall have the right to levy a special assessment against all of the Owners of the Condominium Units to raise the funds necessary to defray the costs of such work in excess of any amounts which may be available from any reserve funds of the Association maintained for such purpose.

**8.2 Manner of Repair and Reconstruction.** All repairs, reconstruction or rebuilding to be made as a consequence of a fire or other casualty shall be made in accordance with the following provisions:

**8.2.1 Common Elements.**

8.2.1.1 If the damage to be repaired or reconstructed is to the common elements, and if the insurance proceeds payable as a result of such damage or destruction is less than 10% of the total revenues anticipated to be received by the Association under the then current budget of the Association, such repair or reconstruction shall be substantially in accordance with the plans and specifications for such damaged property prior to the occurrence of such damage, or in accordance with such different plans and specifications as may be approved for such purpose by the Board of Directors.

8.2.1.2 If the damage to be repaired or reconstructed is to the common elements, and if the insurance proceeds available as a result of such damage or destruction is greater than 10% of the total revenues anticipated to be received by the Association under the then current budget of the Association, such repair or reconstruction shall be substantially in accordance with the plans and specifications for such damaged property prior to the occurrence of such damage, or in accordance with such different plans and specifications as may be approved for such purpose by the Board of Directors; provided, however, that in the event the Board of Directors shall approve plans and specifications for the repair or reconstruction of such damaged property which differ materially from those of the damaged property prior to the occurrence of such

damage, such plans and specifications shall be submitted for the approval of the majority of the vote of the Association, if a request to such effect is submitted in writing signed by Owners together possessing at least 15% of the total vote of the Association no later than 14 days after the meeting at which the Board of Directors approve such differing plans and specifications.

8.2.2 Units. If the damage to be repaired or reconstructed is to any Unit, such repair, reconstruction or rebuilding shall be substantially in accordance with the plans and specifications for such damaged Unit prior to the occurrence of such damage.

8.2.3 Responsibility for Repair or Reconstruction. All of the work of repairing or reconstructing any portion of the Property, the damage to or destruction of which resulted in the payment of any insurance proceeds under any insurance policy maintained by the Association, shall be the responsibility of the Association and shall be performed under the supervision of the Board of Directors. In discharging such supervisory responsibility, the Board of Directors shall be authorized, but shall not be obligated, to employ as its agent or consultant such building supervisors or architects as the Board of Directors shall determine. Any fees which shall be payable to any such building supervisor or architect as shall be employed by the Board of Directors, shall be a common expense of the Association.

### 8.3 Costs of Repair or Reconstruction.

8.3.1 Common Elements. The costs of repairing or reconstructing any portion of the Common Elements not exclusively serving any Unit which shall be damaged or destroyed shall be paid with any insurance proceeds which shall be paid to the Association on account of such damage or destruction. If such insurance proceeds, together with any amounts as may be available from any reserve funds maintained by the Association for such purposes, are not sufficient to defray such costs of repair or reconstruction, then the Board of Directors shall levy a special assessment against all of the Owners and the Condominium Units to raise the excess funds necessary to defray such costs.

8.3.2 Units and Common Elements Exclusively Serving Units. The costs of repairing or reconstructing each Unit which shall be damaged or destroyed, together with any portion of the common elements exclusively serving such Unit which shall be damaged or destroyed, shall be paid with the insurance proceeds which shall be paid to the Association on account of such damage or destruction for such Unit. If any amounts shall remain after all of the costs

and expenses of repairing and reconstructing the Unit are paid, such amounts shall be paid jointly to the Owner and his mortgagee. If the amount held by the Association for such Unit is not sufficient to defray such cost of repair and reconstruction, then the Board of Directors shall levy a special assessment against all of the Owners and the Condominium Units to raise the excess funds necessary to defray such costs.

8.3.3 Common Elements Exclusively Serving a Unit. For purposes of this Article VIII, common elements shall be deemed to serve exclusively a particular Unit only if they constitute all or a portion of the building in which such Unit is contained or a limited common element assigned to such Unit.

#### ARTICLE IX

##### ARCHITECTURAL CONTROL, USE RESTRICTIONS AND SALE OR LEASING OF UNITS

To assure a community of congenial Owners and thus protect the value of the Condominium Units, the Property, including all improvements comprising a part thereof, shall be subject to the restrictions set forth in this Article IX and in the rules and regulations of the Association.

9.1 Approval Required for Changes. To preserve the architectural appearance of the Condominium, no construction, painting or other changes of any nature whatsoever, shall be commenced or maintained by any Owner other than Declarant with respect to the exterior of any Unit or any other portion of the Condominium, including any limited common elements appurtenant thereto, nor shall any exterior addition to or change or alteration therein be made, unless and until the plans and specifications showing the nature, kind, shape, color, height, materials and location of the same shall have been submitted and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors or by an architectural committee appointed by the Board of Directors. An Owner may make improvements and alterations within his Unit; provided, however, that no Owner shall make any structural alterations in a Unit or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety, soundness or structural integrity of that Unit or any other Unit or otherwise materially lessen the support of any

portion of the Condominium, nor shall any Owner impair any easement without first obtaining the written consent of the Association and of the Owner or Owners and their mortgagees for whose benefit such easement exists.

9.2 Lighting. The design, type, location, size, intensity and color of all exterior lights (including both those mounted as part of the original design of the Property or otherwise in place at the time of the conveyance of a Unit to an Owner and those mounted with the consent of the Board of Directors) shall be subject to the control of the Board of Directors.

9.3 Residential Purposes. All Condominium Units shall be, and the same hereby are, restricted exclusively to residential use, and the occupancy thereof shall be subject to such restrictions as the Board of Directors may establish pursuant to the rules and regulations of the Association.

9.4 Business Activities and Signs. No business activities, other than the business activities of Declarant as permitted by Section 9.13, shall be conducted on any portion of the Property. Except as may be required by legal proceedings and except as permitted in accordance with Section 3.2 hereof, no "For Sale" or "For Rent" signs or other signs or advertising posters of any kind shall be maintained or permitted on any portion of the Property without the express prior written permission of the Board of Directors, and the approval of signs and posters shall be upon such conditions as may from time to time be determined by the Board of Directors. Notwithstanding the foregoing, the provisions of this Section 9.4 shall not apply to any signs maintained on the Property by Declarant, its agents, representatives or assigns, during the period that Declarant has any Condominium Unit for sale, or to any notice or other advertisement posted on the community bulletin board by an owner or his licensed real estate broker or agent as permitted by Section 3.2 hereof, or to a "For Sale" sign posted by a mortgagee who becomes the Owner as purchaser at a judicial or foreclosure sale conducted with respect to a mortgage or as transferee pursuant to any proceeding in lieu thereof, subject to reasonable rules and regulations established by the Board of Directors with respect to such "For Sale" sign.

9.5 Pets. No animals or birds, other than a reasonable number of generally recognized house pets, shall be kept or maintained on any portion of the Property and then only if they are kept or maintained solely as domestic pets and not for commercial purposes. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance. No structure for the care, housing or confinement of any pet shall be constructed or maintained on any



part of the common elements, and no such structure shall be constructed or maintained within any balcony, deck, patio or terrace area unless the same shall be approved in advance in writing by the Board of Directors. Pets shall be under leash when walked or exercised in any portion of the common elements. No pet shall be permitted to leave its droppings on any portion of the common elements, and the owner of such pet shall immediately remove the same. Upon the written request of any Owner, the Board of Directors shall conclusively determine, in its sole and absolute discretion, whether, for the purposes of this Section 9.5, a particular pet is permitted or such pet is a nuisance, and shall have the right to require the owner of a particular pet to remove such pet from the Condominium if such pet is found to be a nuisance or to be in violation of these restrictions.

9.6 Use of Common Elements. The use and enjoyment of the common elements by the Owners and their Occupants shall be subject to such reasonable rules and regulations as may be made and amended from time to time in accordance with Section 6.5 of this Declaration. This Section 9.6 is for the mutual benefit of all Owners and is necessary for the protection of all Owners.

9.7 Antennas. Except as permitted by Section 3.4 hereof, no antenna or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained outdoors on any portion of the Property, whether attached to a building or structure or otherwise; provided, however, that Declarant and the Association shall have the right to erect, construct and maintain such devices.

9.8 Motor Vehicles, Trailers, Boats, etc. Automobiles shall be operated and parked only upon those portions of the common elements designated for such purpose by the Site Plan or by the Board of Directors. Other motor vehicles, including, without limitation, mobile homes, motor homes, truck campers, trailers of any kind and boats, shall be kept, placed, stored, parked, maintained or operated only upon those portions of Property, if any, designated specifically for such purpose by the Board of Directors. Further, although not expressly prohibited hereby, the Board of Directors may prohibit mobile homes, motor homes, truck campers, trailers of any kind, motorcycles, motor scooters, motorized bicycles, mopeds, motorized go-carts and other such contrivances, or any of them, from being kept, placed, stored, maintained or operated upon any portion of the Property if in the opinion of the Board of Directors such prohibition shall be in the best interests of the Condominium.

9.9 Nuisances. No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of the Property, except in containers specially designated for such purpose, nor shall any odors be permitted, so as to render any portion of the Property unsanitary, unsightly, offensive or detrimental to persons using or occupying other portions of the Property. No nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to persons using or occupying other portions of the Property. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on the Property.

9.10 Prohibited Activities. Noxious or offensive activities shall not be carried on in any Unit or in any part of the common elements. Each Owner and Occupant shall refrain from any act or use of his Unit or the common elements which could reasonably cause embarrassment, discomfort, annoyance or nuisance to the other Owners and Occupants, or which could result in the cancellation of insurance on any Unit or any portion of the common elements, or which would be in violation of any law or governmental code or regulation. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken on any portion of the Property.

9.11 Governmental Regulations. All governmental building codes, health regulations, zoning restrictions and the like applicable to the Property shall be observed. In the event of any conflict between any provision of any such governmental code, regulation or restriction and any provision of this Declaration, the more restrictive provisions shall apply.

9.12 Exterior Appearance. To provide a neat, attractive and harmonious appearance throughout the Condominium, no awnings, shades, screens or other item shall be attached to, hung or used on the exterior of any window or door of a Unit or on the exterior of any building without the prior written consent of the Board of Directors or an architectural committee appointed by the Board of Directors. Further, no foil or other reflective material shall be used on any windows for sun screens, blinds, shades or any other purpose. All shades, drapery linings and other window treatments visible from the exterior of a Unit on any window or door shall be white or off-white. Outside clotheslines or other outside

facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed or maintained on any portion of the Property, nor shall any clothing, rugs or any other item be hung on any railing or fence enclosing any balcony, deck, terrace or patio.

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

9.14 Sale or Leasing. The following provisions shall apply to sales or leases of Condominium Units.

9.14.1 The right of any Owner, including Declarant, to sell, transfer, convey, mortgage, encumber or pledge the Condominium Unit owned by such Owner shall not be subject to any right of first refusal or any similar restriction in favor of the Association or any other Owner.

9.14.2 No Owner may lease his Condominium Unit for transient or hotel purposes. All leases shall be in writing. Any lease shall be subject in all respects to the provisions of this Declaration, the Bylaws and the rules and regulations of the Association; any failure by the lessee to comply with the terms of such documents shall be a default under the lease, and any lease shall so provide. In the event of the non-compliance by any tenant of a Condominium Unit with the terms of such documents, the Board of Directors shall have the right to require the Owner or lessee of such Condominium Unit to terminate such lease because of such default and to levy a charge or fine against the Owner of such Condominium Unit for such non-compliance.

9.14.3 Any of the foregoing provisions of this Section 9.14 which may be construed to the contrary notwithstanding, the lease by Declarant of any Condominium Unit owned by Declarant or the lease by a mortgagee who becomes the owner of a Condominium Unit at a judicial or foreclosure sale conducted with respect to the

mortgage on such Condominium Unit or as transferee pursuant to any proceeding in lieu thereof, so long as such Condominium Unit is owned by such person, shall not be subject to the provisions of this Section 9.14, except that the occupancy of any Condominium Unit by any lessee of such person shall be otherwise subject to the provisions of this Declaration, the Bylaws and the rules and regulations of the Association.

#### ARTICLE X

##### GENERAL PROVISIONS

10.1 Amendment. This Declaration and the other condominium instruments may be amended at any time and from time to time by the assent of Owners having at least two-thirds (2/3rds) of the total vote of the Association; provided, however, that during such time as Declarant has the right to appoint and remove members of the Board of Directors and Officers pursuant to Section 6.2, such amendment shall require the agreement of Declarant and Owners to which two-thirds (2/3rds) of the votes in the Association appertain, exclusive of any vote or votes appertaining to any Condominium Unit or Units then owned by Declarant. So long as the same shall not (a) adversely affect the title to any Condominium Unit, (b) change the percentage of undivided ownership interest in and to the common elements of the Condominium appurtenant to any Condominium Unit, (c) materially alter or change any Owner's right to the use and enjoyment of his Unit or the common elements as set forth in this Declaration, or (d) otherwise make any material change in this Declaration, each Owner agrees that, if requested to do so, such Owner will consent to the amendment of this Declaration or the other condominium instruments, (i) if such amendment is necessary to bring any provision hereof or thereof into compliance or conformity with, or remove any conflict or inconsistency with, the provisions of any applicable governmental statute, rule, regulation, including without limitation the provisions of the Act, or judicial determination which shall be in conflict therewith, (ii) if such amendment is required by the governmental statutes, laws, rules or regulations applicable to or promulgated by a governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on any Condominium Unit, or (iii) if any such amendment is necessary to enable any governmental agency to insure mortgage loans on the Condominium Units based on the statutes, laws, rules or regulations applicable to or promulgated by such agency. Except as expressly permitted or required by the Act and this Declaration any amendment

to this Declaration which would change the boundaries of any Unit, the undivided interest in the common elements, the number of votes in the Association or the liability for common expenses appertaining to any Condominium Unit shall be approved in writing by all Owners and all holders of all mortgages encumbering the Condominium Units. Any provision in this Declaration which may be construed to the contrary notwithstanding, any amendment to this Declaration, which would change, alter, modify or rescind any right, title, interest or privilege herein expressly granted to the holder of any mortgage affecting any of the Condominium Units, shall require the prior written approval of such holder. Amendments to this Declaration or the other condominium instruments may be proposed by Declarant, by the Board of Directors, or by petition signed by Owners having at least thirty (30%) percent of the total votes of the Association. Agreement of the required majority of Owners to any amendment of the condominium instruments shall be evidenced by their execution of the amendment, or, in the alternative and provided that Declarant does not then have the right to appoint and remove members of the Board of Directors or Officers, the sworn statement of the President, any Vice President or Secretary of the Association, attached to or incorporated in an amendment executed by the Association, in which sworn statement it is stated unequivocally that agreement of the required majority of Owners was otherwise lawfully obtained. Any such amendment of the condominium instruments, including this Declaration, shall become effective only when recorded or at such later date as may be specified in the amendment itself. The written consent of any mortgagee required with respect to such amendment shall also be recorded with such amendment.

10.2 Eminent Domain. In the event that all or part of the Property shall be taken by any authority having the power of eminent domain, the allocation of the award for such condemnation and all related matters, such as the reallocation of undivided interests in the common elements, liabilities for assessments and votes, shall be handled pursuant to and in accordance with the Act. If any Unit or portion thereof or the common elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the holder of any first mortgage on a Condominium Unit will be entitled to timely written notice of any such proceeding or proposed acquisition, and no provision of this Declaration or of any other condominium instrument establishing the Condominium will entitle the Owner or other person to priority over any mortgagee with respect to the distribution of the proceeds of any award or settlement relating to such Condominium Unit.

10.3 Rights of Third Persons. This Declaration shall be recorded pursuant to the provisions of the Act for the benefit of Declarant, the Owners and their mortgagees as herein provided, and by such recording, no adjoining property owner or other person, shall have any right, title or interest whatsoever in the Condominium or in the operation or continuation thereof or in the enforcement of any of the provisions hereof, and, subject to the rights of Declarant and such mortgagees as herein provided, the Owners shall have the right to cancel, extend, modify, amend or otherwise change the provision of this Declaration without the consent, permission or approval of any adjoining owner or third person.

10.4 Partition, Termination and Withdrawal of Property. The common elements shall remain undivided, and unless the condominium form of ownership hereby established is terminated or the Property is withdrawn from the Condominium, as hereinafter provided, no Owner nor any other person shall bring any action for partition or division of the whole or any part of any Condominium Unit or of the whole or any part of the common elements. The Condominium may be terminated or abandoned only by the agreement of (a) the Owners to which four-fifths of the votes in the Association appertain, exclusive of any vote or votes appurtenant to any Unit or Units then owned by the Declarant, together with (b) all first mortgagees of all of the Condominium Units within the Condominium, and (c) the Declarant, if at that time the Declarant shall own any Condominium Unit within the Condominium. A portion of the Property may be withdrawn from the Condominium only in strict accordance with and pursuant to the Act, and all matters relating to such withdrawal shall be handled in accordance with such provisions of the Act.

10.5 Enforcement. Each Owner shall comply strictly with the covenants, conditions and restrictions set forth in this Declaration, the Bylaws and the rules and regulations of the Association now or hereafter adopted, as the same may be lawfully amended from time to time. In the event of a violation or breach, or threatened violation or breach, of any of the same, the Association or, in a proper case, any aggrieved Owner or Owners, jointly and severally, shall have the right to proceed at law or in equity to compel compliance therewith or to prevent a threatened violation or breach thereof. In addition to all other remedies, the Association, or a duly authorized agent thereof, shall have the right to enter upon any portion of the common elements, including any limited common elements, where a violation exists and, at the expense of the violating Owner, and using such force as may be reasonably necessary, summarily abate or remove any erection, thing or condition that may be or exist contrary to the intent and meaning of the provisions hereof or of the Bylaws or rules and regulations,

if after ten (10) days' written notice of such violation, it shall not have been corrected by such Owner. Neither the Association, nor its agents, shall be deemed guilty or liable for any manner of trespass for such entry, abatement or removal. Should the Association employ legal counsel to enforce any of the foregoing or any other rights or remedies of the Association, all costs incurred in such enforcement, including a reasonable fee for counsel, shall be paid by the violating Owner. Inasmuch as the enforcement of the provisions of this Declaration, the Bylaws and such rules and regulations is essential for the protection of present and future Owners, it is hereby declared that any breach thereof cannot be adequately compensated by recovery of damages, and that the Association or, in any proper case, any aggrieved Owner or Owners, in addition to all other remedies, may require and shall be entitled to the remedy by injunction to restrain any such violation or breach or threatened violation or breach. Further, in any case of flagrant or repeated violation by an Owner, then, in addition to the foregoing remedies, the Association may suspend temporarily the voting rights of an Owner or the right of use of the recreational facilities of the Condominium and/or levy summary charges against the Owner for such violation; provided that no summary charges may be levied for more than \$25.00 for any one violation; provided, further, however, each day or time a violation is continued or repeated after written notice is given to the Owner to cease and desist, shall be considered a separate violation. Collection of summary charges may be enforced against an Owner as if such charges were a common expense owed by the Owner involved, and such charges may be added to and thereupon shall become part of that portion of any assessment next coming due to which the Owner is subject. No delay, failure or omission on the part of the Association or any aggrieved Owner or Owners in exercising any right, power or remedy herein provided shall be construed as an acquiescence thereto or shall be deemed a waiver of the right to do so thereafter as to the same violation or breach, or as to a violation or breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement. No right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Association for or on account of any failure to bring any action on account of any violation or breach, or threatened violation or breach, of the provisions and regulations, however long continued, or for the imposing of provisions which may be unenforceable.

10.6 Right of Action. Each Owner hereby acknowledges and agrees that the Association shall not be entitled to institute any legal action against anyone on behalf of any or all of the Owners which is based on any alleged defect in any Unit or the common elements, or

any damage allegedly sustained by any Owner by reason thereof, but rather, that all such actions shall be instituted by the Owners owning such Units or served by such common elements or allegedly sustaining such damage.

10.7 Duration. Unless the Condominium is terminated as herein otherwise provided, the provisions of this Declaration shall run with and bind the land, shall be binding upon and inure to the benefit of all Owners and mortgagees, their heirs, executors, legal representatives, successors and assigns, and shall be and remain in effect perpetually to the extent permitted by Georgia law; provided, however, that so long as Georgia law limits the period during which covenants restricting lands to certain uses may run, any provisions of this Declaration affected thereby shall run with and bind the land so long as permitted by such law, and it shall be the duty of the Board of Directors to cause this Declaration to be amended of record when necessary by filing a document bearing the signatures of Owners having a majority of the voting interest in the Association reaffirming and newly adopting such provisions in order that the same may continue to be covenants running with the land of the Condominium. Such adoption by a majority shall be binding on all.

10.8 Interpretation. In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of Declarant or the Board of Directors, will best effect the intent of the general plan of the Condominium. The provisions hereof shall be liberally interpreted, and if necessary, they shall be so extended or enlarged by implication as to make them fully effective. The effective date of this Declaration shall be the date it is filed for record. In the event of any conflicts or inconsistencies between the Act, the Georgia Nonprofit Corporation Code, this Declaration or the Bylaws, the terms and provisions of the Act or the Georgia Nonprofit Corporation Code, as may be applicable, and this Declaration, in that order, shall prevail.

10.9 Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other entities or to individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

10.10 Rights of First Mortgagees. In addition to the rights of mortgagees elsewhere provided, each first mortgagee of a Condominium Unit shall (a) be entitled to written notice from the Association of any default by an Owner in the performance of his obligations under this Declaration, the Bylaws or the rules and regulations of the



Association which is not cured within sixty (60) days, (b) be entitled to receive notice of and to designate a representative to attend and observe all meetings of Owners, but not meetings of the Board of Directors, and (c) be furnished copies of annual financial reports made to the Owners within 120 days after the end of the Association's fiscal year; provided, however, that such mortgagee shall first file with the Association a written request that notices of default, notices of meetings and copies of financial reports be sent to a named agent or representative of the mortgagee at an address stated in such notice. Further each first mortgagee of a Condominium Unit, which is an institutional lender (i.e., a bank, savings and loan association, insurance company, FHA-approved mortgage lender, pension fund, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, mortgage banker or other lender generally recognized in the community as an institutional lender) shall, upon request, be entitled to inspect the books and records of the Association during normal business hours.

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

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

10.13 Author. This Declaration was prepared by Mason W. Stephenson, Trotter, Bondurant, Miller & Hishon, 2200 First National Bank Tower, Two Peachtree Street, N. W., Atlanta, Georgia 30383.

10.14 Restrictions on Other Actions.

10.14.1 Notwithstanding anything to the contrary contained in the Condominium Instruments, except as provided by the Act in case of condemnation or substantial loss to the Units and/or Common Elements, unless at least two-thirds (2/3's) of the First Mortgagees (based upon one vote for each first mortgage owned), or Owners

(other than the Declarant) of the Condominium Units have given their prior written approval, neither the Association nor the Owners shall be entitled to:

10.14.1.1 By act or omission, seek to abandon or terminate the Condominium;

10.14.1.2 Except for special assessments levied pursuant to paragraph 5.2.2 or 8.3.2 hereof, and except for the distribution of hazard insurance proceeds pursuant to paragraph 8.3.2 hereof, change the prorata interest or obligations of any Condominium Unit for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the prorata share of ownership of each Condominium Unit in the Common Elements;

10.14.1.3 Partition or subdivide any Condominium Unit, except in the case of relocation of Unit boundaries pursuant to Section 2.5 hereof;

10.14.1.4 By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements, except in the case of reassignment of limited common elements pursuant to paragraph 2.4.3 hereof (neither the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium nor the transfer, sale or encumbrance of an undivided interest in the Common Elements, as an appurtenance to a Unit, shall be deemed a transfer within the meaning of this subparagraph);

10.14.1.5 Use hazard insurance proceeds for losses to any part of the property comprising the Condominium (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such Condominium property.

10.14.2 Notwithstanding anything to the contrary contained in the Condominium Instruments, the provisions of this Section 10.14 may be amended only by the assent of Owners having at least two-thirds (2/3's) of the total vote of the Association; provided, however, that during such time as Declarant owns any Condominium Unit, such amendment shall require the agreement of Declarant and Owners to which two-thirds of the votes in the Association appertain, exclusive of any vote or votes appertaining to any Condominium Unit or Units then owned by Declarant.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed under seal by its duly authorized general partners, the day and year first above written.

Signed, sealed and delivered  
in the presence of:

Dorise L. Throver  
Witness

Patricia S. Meuck  
Notary Public

My Commission Expires: 12/31/83  
(NOTARY SEAL)



PARK RIDGE, LTD., a Georgia  
limited partnership acting  
by and through all of its  
general partners

By: [Signature] (SEAL)  
Edward L. Brinson,  
General Partner

By: [Signature] (SEAL)  
James R. Treadwell,  
General Partner

By: [Signature] (SEAL)  
Jack W. Morse,  
General Partner

By: [Signature] (SEAL)  
Douglas C. Mullins,  
General Partner

EXHIBIT "A"DECLARATION OF CONDOMINIUM FOR  
PARK RIDGE, A CONDOMINIUMMetes and Bounds Description of the Submitted PropertyTRACT I:

All that tract or parcel of land lying and being in Land Lot 145, 1st District, 2nd Section, Cobb County, Georgia and described as follows:

BEGINNING at an iron pin located on the southwestern right-of-way of Davidson Road (a 50 foot right-of-way) 136.5 feet South 52° 02' 57" East, as measured along the southwest side of Davidson Road, from the intersection of the southwest side of Davidson Road and the north line of Land Lot 145 (said point of beginning also located at the intersection of the southwest side of Davidson Road with the east side of the 80 foot private road known as River Ridge Court); run thence South 52° 02' 57" East 691.60 feet to an iron pin located on the east line of Land Lot 145; thence South 3° 10' 3" West 403 feet to an iron pin; thence North 79° 24' 14" West 759.08 feet to an iron pin located on the east side of the cul-de-sac at the southern end of River Ridge Court; run thence along a curve to the left and following the curvature of said cul-de-sac an arc distance of 157.9 feet to an iron pin (said arc being subtended by a chord bearing North 25° 21' 57" West and having a length of 142 feet); thence along the east side of River Ridge Court North 01° 57' 03" East 39.6 feet to an iron pin; thence along a curve to the right and following the curvature of the east side of River Ridge Court an arc distance of 319.6 feet to an iron pin (said arc being subtended by a chord bearing North 19° 57' 03" East and having a length of 314.37 feet); thence North 37° 57' 03" East 285 feet along the east side of River Ridge Court to an iron pin and the POINT OF BEGINNING; all as shown on the Site Plan of Park Ridge Condominiums dated March 13, 1981 and prepared by J. S. Ross & Associates.

TRACT II:

An undivided one-fourth (1/4th) interest in and to all that tract or parcel of land lying and being in Land Lot 145, 1st District, 2nd Section, Cobb County, Georgia and described as follows:

BEGINNING at an iron pin located on the southwestern right-of-way of Davidson Road (a 50-foot right-of-way) 56.5 feet South 52° 02' 57" East, as measured along the southwest side of Davidson Road, from the

intersection of the southwest side of Davidson Road and the north line of Land Lot 145; run thence South 37° 57' 03" West 285 feet to a point; thence along a curve to the left an arc distance of 369.87 feet to a point (said arc being subtended by a chord bearing South 19° 57' 02" West and having a length of 363.91 feet); thence South 01° 57' 03" West 48.41 feet to a point; thence along a curve to the left an arc distance of 73.27 feet to a point (said arc being subtended by a chord bearing South 40° 57' 03" West and having a length of 71.64 feet); thence along a curve to the left an arc distance of 192.15 feet to a point (said arc being subtended by a chord bearing South 35° 04' 57" East and having a length of 163.93 feet); thence along a curve to the left an arc distance of 122.18 feet to an iron pin (said arc being subtended by a chord bearing North 54° 52' 03" East and having a length of 114.72 feet); thence along a curve to the left an arc distance of 157.9 feet to an iron pin (said arc being subtended by a chord bearing North 25° 21' 57" West and having a length of 142 feet); thence North 01° 57' 03" East 39.6 feet to an iron pin; thence along a curve to the right an arc distance of 319.6 feet to an iron pin (said arc being subtended by a chord bearing North 19° 57' 03" East and having a length of 314.37 feet); thence North 37° 57' 03" East 285 feet to an iron pin on the southwest side of Davidson Road; thence North 52° 02' 57" West along the southwest side of Davidson Road, 90 feet to the POINT OF BEGINNING; all as shown on the Site Plan of Park Ridge Condominiums, dated March 13, 1981 and prepared by J. S. Ross & Associates.

TOGETHER WITH all right, title and interest of Declarant, in and to any land lying in the bed or right-of-way of any street, road, alley or avenue, open or proposed, in front of or adjoining any of the aforescribed land to the centerline thereof, together with a non-exclusive right to use any and all such land lying within any such roadbed, right-of-way, street, alley or avenue for ingress and egress to and from said land.

TOGETHER WITH and as an appurtenance to the foregoing described land, all of the rights, powers, privileges, covenants, and easements established under and by virtue of an Agreement Relating To The Maintenance Of Riveridge Court dated May 1, 1973, and recorded in Deed Book 1420, Page 131, Cobb County, Georgia Records, as amended by instrument dated June 1, 1976 and recorded at Deed Book 1691, Page 88, aforesaid records.

TOGETHER WITH and as an appurtenance to the foregoing described land, all of the rights, powers, privileges, covenants and easements established under and by virtue of that certain Easement and Covenant Agreement dated March 7, 1980 and recorded in Deed Book 2166, Page 308, Cobb County, Georgia Records.

BEING the same property conveyed by Limited Warranty Deed from Investors Diversified Services, Inc. to Park Ridge, Ltd., a Georgia limited partnership, dated August 30, 1979, filed for record September 13, 1979 and recorded in Deed Book 2075, Page 154, in the Office of the Clerk of Superior Court of Cobb County, Georgia.

The vertical boundaries of the above-referenced property are the perpendicular vertical projections of those lines which are the property line boundaries set forth in the foregoing legal description.

EXHIBIT "B"  
DECLARATION OF CONDOMINIUM FOR  
PARK RIDGE, A CONDOMINIUM

Description of Boundaries of Units

The perimetrical or vertical boundaries of each Unit are the vertical planes of the interior surfaces of the wood framing of the walls of the Unit, whether such walls are exterior walls or walls separating the Unit from other Units or the common elements, and the vertical planes of the exterior surfaces of windows, screens and entry doors, including sliding glass doors. Such perimetrical Unit boundaries include all sheet rock, lath, wallboard, molding, tiles, wallpaper, paint and any other material constituting any part of the interior, finished surfaces of the walls enclosing such unit, on the Unit side of said walls, with such framing being a part of the common elements, and are extended to their intersections with each other and the upper and lower horizontal boundaries. The lower horizontal boundary of each Unit is the horizontal plane of the upper surface of the concrete sub-floor (floor slab) of such Unit [in the case of a two-story Unit, i.e., Unit Type C, the upper surface of the concrete sub-floor (floor slab) of the first floor of such Unit], and the upper horizontal boundary of each Unit is the horizontal plane of the lower surfaces of the ceiling joists of the Unit (in the case of a two-story Unit, i.e., Unit Type C, the lower surface of the joists which serve as ceiling joists for the upper floor of such Unit and as joists for the roof of the building), with such sub-floor and framing being a part of the common elements. The upper and lower boundaries of each Unit include the wood, dry-wall, plaster or other material forming the ceiling or floor, as may be applicable, on the Unit side of such concrete sub-floor or framing, as the case may be, and extend to their intersections with the perimetrical boundaries of the Units. Window screens, screens on any screened porch, and all fixtures, equipment and appliances located within the boundaries of each Unit, including, without limitation, portions of the heating and air-conditioning system, are deemed to be a part of each Unit; any hot water heater serving a Unit, but located outside the boundaries thereof and any portions of the heating and air-conditioning systems located without the boundaries of each Unit are deemed to be a part of each Unit; any screened porch or sunroom shown or depicted on the Plans is a part of the Unit; the balcony, deck, patio or terrace serving a Unit is a limited common element. If any chutes, flues, ducts, conduits, wires, pipes or any other apparatus lies partially within and partially outside of the designated boundaries of a Unit, any portions thereof which serve only that Unit shall be deemed a part of that Unit, while any portions thereof which serve more than one Unit or any portion of the common elements shall be deemed a part of the common elements. In

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



EXHIBIT "C"

PARK RIDGE, A CONDOMINIUM  
CONDOMINIUM UNIT INFORMATION

<u>Building Number</u>	<u>Unit Identifying Numbers</u>	<u>Approximate Area (Square Feet)</u>	<u>Unit Type*</u>	<u>Votes</u>	<u>Fractional Allocation of Interest in Common Elements and Liability for Common Expenses</u>
1	101	972	C	1	1/122
1	102	972	C	1	1/122
1	103	972	C	1	1/122
1	104	972	C	1	1/122
1	105	972	C	1	1/122
1	106	972	C	1	1/122
1	107	972	C	1	1/122
1	108	972	C	1	1/122
1	109	972	C	1	1/122
1	110	972	C	1	1/122
1	111	972	C	1	1/122
1	112	972	C	1	1/122
2	201	972	C	1	1/122
2	202	972	C	1	1/122
2	203	972	C	1	1/122
2	204	972	C	1	1/122
2	205	972	C	1	1/122
2	206	972	C	1	1/122
2	207	972	C	1	1/122
2	208	972	C	1	1/122
2	209	972	C	1	1/122
2	210	972	C	1	1/122

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\*C = Cedarwood  
D = Dogwood  
E = Elmwood  
F = Fernwood

<u>Building Number</u>	<u>Unit Identifying Numbers</u>	<u>Approximate Area (Square Feet)</u>	<u>Unit Type*</u>	<u>Votes</u>	<u>Fractional Allocation of Interest in Common Elements and Liability for Common Expenses</u>
3	301	988	F	1	1/122
3	302	988	F	1	1/122
3	303	988	F	1	1/122
3	304	988	F	1	1/122
3	305	988	F	1	1/122
3	306	988	F	1	1/122
3	307	988	F	1	1/122
3	308	988	F	1	1/122
3	309	988	F	1	1/122
3	310	988	F	1	1/122
3	311	988	F	1	1/122
3	312	988	F	1	1/122
3	313	988	F	1	1/122
3	314	988	F	1	1/122
3	315	988	F	1	1/122
3	316	988	F	1	1/122
3	317	988	F	1	1/122
3	318	988	F	1	1/122
3	319	988	F	1	1/122
3	320	988	F	1	1/122
4	401	1305	E	1	1/122
4	402	1305	E	1	1/122
4	403	1305	E	1	1/122
4	404	1305	E	1	1/122
4	405	1305	E	1	1/122
4	406	1305	E	1	1/122
4	407	1305	E	1	1/122
4	408	1305	E	1	1/122
4	409	1305	E	1	1/122
4	410	1305	E	1	1/122
4	411	1305	E	1	1/122
4	412	1305	E	1	1/122

<u>Building Number</u>	<u>Unit Identifying Numbers</u>	<u>Approximate Area (Square Feet)</u>	<u>Unit Type*</u>	<u>Votes</u>	<u>Fractional Allocation of Interest in Common Elements and Liability for Common Expenses</u>
5	501	988	F	1	
5	502	988	F	1	1/122
5	503	988	F	1	1/122
5	504	988	F	1	1/122
5	505	988	F	1	1/122
5	506	988	F	1	1/122
5	507	988	F	1	1/122
5	508	988	F	1	1/122
5	509	988	F	1	1/122
5	510	988	F	1	1/122
5	511	988	F	1	1/122
5	512	988	F	1	1/122
5	513	988	F	1	1/122
5	514	988	F	1	1/122
5	515	988	F	1	1/122
5	516	988	F	1	1/122
5	517	988	F	1	1/122
5	518	988	F	1	1/122
5	519	988	F	1	1/122
5	520	988	F	1	1/122
6	601	1305	E	1	1/122
6	602	1305	E	1	1/122
6	603	1305	E	1	1/122
6	604	1305	E	1	1/122
6	605	1305	E	1	1/122
6	606	1305	E	1	1/122
6	607	1305	E	1	1/122
6	608	1305	E	1	1/122
6	609	1305	E	1	1/122
6	610	1305	E	1	1/122
6	611	1305	E	1	1/122
6	612	1305	E	1	1/122

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<u>Building Number</u>	<u>Unit Identifying Numbers</u>	<u>Approximate Area (Square Feet)</u>	<u>Unit Type*</u>	<u>Votes</u>	<u>Fractional Allocation of Interest in Common Elements and Liability for Common Expenses</u>
7	701	1224	D	1	1/122
7	702	1224	D	1	1/122
7	703	1224	D	1	1/122
7	704	1224	D	1	1/122
7	705	1224	D	1	1/122
7	706	1224	D	1	1/122
7	707	1224	D	1	1/122
7	708	1224	D	1	1/122
7	709	1224	D	1	1/122
7	710	1224	D	1	1/122
7	711	1224	D	1	1/122
7	712	1224	D	1	1/122
7	713	1224	D	1	1/122
7	714	1224	D	1	1/122
7	715	1224	D	1	1/122
7	716	1224	D	1	1/122
7	717	1224	D	1	1/122
7	718	1224	D	1	1/122
7	719	1224	D	1	1/122
7	720	1224	D	1	1/122
8	801	1305	E	1	1/122
8	802	1305	E	1	1/122
8	803	1305	E	1	1/122
8	804	1305	E	1	1/122
8	805	1305	E	1	1/122
8	806	1305	E	1	1/122
8	807	1305	E	1	1/122
8	808	1305	E	1	1/122
9	901	1224	D	1	1/122
9	902	1224	D	1	1/122
9	903	1224	D	1	1/122
9	904	1224	D	1	1/122
9	905	1224	D	1	1/122
9	906	1224	D	1	1/122
9	907	1224	D	1	1/122
9	908	1224	D	1	1/122