

08830
0518

AMDT 9821-552

After recording, return to: Weissman, Nowack, Curry & Zaleon
181 Fourteenth Street, Second Floor
Atlanta, Georgia 30309

Affid-8958-102

STATE OF GEORGIA
COUNTY OF DEKALB

Reference: Deed Book 2855
Page 447

AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR FONTAINE CONDOMINIUM

WHEREAS, Fairington Associates, a partnership, recorded a Declaration of Covenants, Conditions, and Restrictions for Fontaine Condominium, on July 27, 1972, in Deed Book 2855, Page 447, et seq., DeKalb County, Georgia Records ("Original Declaration"); and

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

Date	Deed Book/Page
September 28, 1976	3564/250, <u>et seq.</u>
March 10, 1977	3637/402, <u>et seq.</u>
May 29, 1985	5218/585, <u>et seq.</u>
April 22, 1987	5810/29, <u>et seq.</u>
March 11, 1992	7205/113, <u>et seq.</u> ; and

WHEREAS, a plat related to the Condominium was filed in Condominium Plat Book 1, Page 86, DeKalb County, Georgia Records; and

WHEREAS, floor plans relating to the Condominium were filed in the Condominium File Cabinet of the DeKalb County, Georgia Records; and

WHEREAS, Article XIII, Section 2 of the Original Declaration provides for amendment of the Original Declaration with the approval of all of the directors and owners holding sixty-six and two-thirds (66 2/3%) percent of the total vote of the Association; and

WHEREAS, all of the directors and owners holding at least sixty-six and two-thirds (66 2/3%) percent of the total Association vote desire to amend the Declaration and have approved this Amendment;

BOOK 8830 PAGE 518

08830
0519

WHEREAS, in accordance with Article XIV, Section 1 of the By-Laws of Fontaine Condominium Association, Inc. ("Original By-Laws"), the Original By-Laws may be amended at a regular or special Association meeting, by a vote of a majority of a quorum of members present in person or by proxy at such meeting; and

WHEREAS, at least a majority of a quorum of members present in person or by proxy at an Association meeting have approved this amendment to the Original By-Laws; and

WHEREAS, these Amendments do not affect materially any rights of any existing Mortgage holder; provided, however, in the event a court of competent jurisdiction determines that these Amendments do affect materially any rights of any existing Mortgage holder without such Mortgage holder's consent in writing to these Amendments, then these Amendments shall not be binding on the Mortgage holder so involved, unless such Mortgage holder consents to these Amendments; and if such consent is not forthcoming, then the provisions of the Original Declaration effective prior to this Amendment shall control with respect to the affected Mortgage holder;

NOW, THEREFORE, the Original By-Laws and the Original Declaration, and all amendments and exhibits thereto, are hereby stricken in their entirety and the following is simultaneously substituted therefor:

BOOK 8830 PAGE 519

08830
0520

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
FOR
FONTAINE CONDOMINIUM

BOOK 8830 PAGE 520

08830
0521

- TABLE OF CONTENTS -

	Page
I. DEFINITIONS.....	1
II. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS.....	2
III. PROPERTY RIGHTS AND DESCRIPTION; PLATS AND PLANS; UNITS AND BOUNDARIES; COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.....	3
IV. ARCHITECTURAL CONTROL.....	5
V. MAINTENANCE.....	7
VI. ASSESSMENTS.....	10
VII. ADMINISTRATION.....	14
VIII. INSURANCE AND CASUALTY LOSSES.....	15
IX. CONDEMNATION.....	20
X. USE RESTRICTIONS.....	20
XI. SALE AND LEASING OF UNITS.....	26
XII. EASEMENTS.....	27
XIII. GENERAL PROVISIONS.....	28
XIV. SEVERABILITY.....	26
XV. MORTGAGEE'S RIGHTS.....	30

- LIST OF EXHIBITS -

DESCRIPTION OF SUBMITTED PROPERTY.....	"A"
ALLOCATION OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS APPURTENANT TO EACH UNIT, VOTING RIGHTS AND LIABILITIES FOR COMMON EXPENSES.....	"B"
BY-LAWS.....	"C"
ENGINEER'S CERTIFICATION.....	"D"

BOOK 8830 PAGE 521

88830
522**ARTICLE I
DEFINITIONS**

Section 1. Act means the Georgia Condominium Act, O.C.G.A. Section 44-3-70, et seq. (Michie 1982), as such act may be amended..

Section 2. Assessment means an Owner's share of the common expenses which from time to time is assessed against an Owner by the Association in the manner herein provided.

Section 3. Association means the Fontaine Condominium Association, Inc., its successors and assigns.

Section 4. Board or Board of Directors means the elected body responsible for management and operation of the Association.

Section 5. Building means the composite of all adjoining Units comprising a single residential structure as shown on the master plot plan.

Section 6. Building Number means the number, letter or combination thereof designating a building in the Condominium documents, or the master plot plan.

Section 7. By-Laws mean the By-Laws of Fontaine Association, Inc., attached hereto as Exhibit "C" and incorporated herein by this reference.

Section 8. Common Elements mean those portions of the property subject to this Declaration which are not included within the boundaries of a Unit, as more particularly described herein.

Section 9. Common Expenses means the expenses incurred or anticipated to be incurred by the Association for the general benefit of the Condominium, including, but not limited to, those expenses incurred for maintaining, repairing, replacing, and operating the Common Elements, including the Limited Common Elements.

Section 10. Community-Wide Standard means the standard of conduct, maintenance, or other activity generally prevailing within the Condominium. Such standard may be more specifically determined by the Board and the Architectural Control Committee.

Section 11. Condominium means all that property described in Exhibit "A," attached hereto and incorporated herein by this reference, submitted to the provisions of the Act by this Declaration.

Section 12. Condominium Instruments mean this Declaration and all exhibits hereto, including the By-Laws and the plats and plans, all as may be supplemented or amended.

Section 13. Eligible Mortgage Holder means those holders of first mortgages secured by Condominium Units who have requested notice of certain items as set forth herein.

BOOK 8830 PAGE 522

88830
8523

Section 14. Limited Common Elements mean a portion of the Common Elements reserved for the exclusive use of those entitled to occupy one (1) or more, but less than all, Units, as more particularly set forth herein.

Section 15. Majority means those eligible votes, Owners, or other group as the context may indicate totalling more than fifty (50%) percent of the total eligible number.

Section 16. Mortgage shall refer to any mortgage, deed to secure debt, deed of trust, or other transfer or conveyance for the purpose of securing the performance of an obligation, including, but not limited to, a transfer or conveyance of fee title for such purpose.

Section 17. Mortgages or Mortgage Holder means the holder of any Mortgage.

Section 18. Occupant means any Person occupying all or any portion of a Unit for any period of time, regardless of whether such Person is a tenant or the Owner of such Unit.

Section 19. Owner means the record title holder of a Condominium Unit, but shall not include a Mortgage Holder.

Section 20. Person means any individual, corporation, firm, association, partnership, trust, or other legal entity.

Section 21. Unit shall mean that portion of the Condominium intended for individual Ownership and use as more particularly described herein and shall include the undivided Ownership in the Common Elements assigned to the Unit by this Declaration.

ARTICLE II ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. All Unit Owners, by virtue of their Ownership of a fee or undivided fee interest in any Unit, excluding Persons holding such interest under a Mortgage, are members of Fontaine Condominium Association, Inc., and, except as otherwise provided herein or in the By-Laws, shall be entitled to vote on all matters upon which members of the Association are entitled to vote pursuant to the Declaration and in accordance with the By-Laws. Subject to the provisions of the Condominium Instruments, each Owner shall be entitled to one (1) vote for each Unit in which he or she holds the interest required for membership, which vote shall be appurtenant to such Unit and shall be weighted in accordance with the percentage of undivided interest in the Common Elements attributable to the Unit, as set forth on Exhibit "B" attached hereto and by reference incorporated herein.

88830
8524

**ARTICLE III
PROPERTY RIGHTS AND DESCRIPTION; PLATS AND PLANS;
UNITS AND BOUNDARIES;
COMMON ELEMENTS AND LIMITED COMMON ELEMENTS**

Section 1. Property Description; Plats and Plans. The Condominium subject to this Declaration and the Act is located in Land Lot 55, of the 16th District of DeKalb County, Georgia, being more particularly described in Exhibit "A" attached to this Declaration, which exhibit is specifically incorporated herein by this reference. A plat of survey relating to the Condominium has been filed in Condominium Plat Book 1, Page 86, of the DeKalb County, Georgia records. Floor plans relating to the Condominium have been filed in the Condominium Floor Plan Cabinet of the DeKalb County, Georgia records. The plat of survey and plans are incorporated herein by reference as fully as if the same were set forth in their entirety herein.

Section 2. Condominium Plan. Situated upon the Condominium and identified on the plat(s) by the numbers 1 through 20 are 20 residential buildings containing a total of 192 Units, constructed primarily of stucco and wood. The Units are constructed substantially in accordance with the floor plans, there being four types of Units (A-1, A-2, B-1 and B-2) contained in the Condominium.

The immediate Common Elements to which each Unit has access is as shown on said master plot plan and architectural plans. Attached hereto as Exhibit "D" and incorporated herein by reference is the verified statement of a registered professional engineer certifying that the plat of survey and architectural plans fully and accurately depict the layout, location, number/letter identifications and dimensions of the buildings and Units as built.

Section 3. Units. Each Unit consists of a dwelling and its appurtenant percentage of undivided interest in the Common Elements as shown on Exhibit "B" attached to this Declaration and incorporated herein by this reference. Each Unit shall be conveyed as a separately designated and legally described freehold estate subject to the Act and the Condominium Instruments. Each Owner shall be entitled to the exclusive Ownership and possession of his Unit, subject to the provisions of the Act and this Declaration.

The Units are depicted on the plats of survey and the plans. Subject to the following, each Unit shall include all of the space within the boundaries thereof. The lower boundary of each Unit shall be the horizontal plane of the undecorated finished floor extended to an intersection with the perimetrical boundaries. The upper boundary of each Unit shall be the horizontal plane of the undecorated finished ceiling extended to an intersection with the perimetrical boundaries. The perimetrical boundaries of each Unit shall be the vertical planes of the undecorated finished interior of the walls bounding the Unit extended to intersections with each other and with the upper and lower boundaries; provided, however, that, where a terrace or balcony is situated adjacent to a Unit, the boundaries of such Unit shall be deemed extended to include the same.

-3-

BOOK 8830 PAGE 524

08830
0525

All conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility services to the Units and the Common Elements are Common Elements and are excluded from said Units although located, in part, within the boundaries thereof. The Ownership of each Unit shall include, and there shall pass with each Unit as appurtenances thereto whether or not separately described, all of the rights, title and interest of a Unit Owner in the Condominium, which shall include but not be limited to an undivided interest in the Common Elements, membership in the Association and an undivided interest in the funds and assets held by the Association.

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 in which the Unit was located, and regardless of minor variance between the boundaries shown on the plans or in a deed and those of the Unit.

Section 3. Common Elements. The Common Elements consist of all portions of the Condominium not located within the boundaries of a Unit. Ownership of the Common Elements shall be by the Unit Owners as tenants-in-common. The percentage of undivided interest in and to the Common Elements attributable to each Unit shall be as set forth in Exhibit "B." Such percentages of undivided interest may be altered only by the consent of all Owners and Mortgagees (or such lesser number of Owners and Mortgagees as may hereafter be prescribed by the Act) expressed in a duly recorded amendment to this Declaration.

The Common Elements shall remain undivided, and no Owner nor any other person shall bring any action for partition or division of the whole or any part thereof except as provided in the Act. Except as provided for Limited Common Elements or as otherwise provided herein, each Owner and the Association may use the Common Elements for the purposes for which they are intended, but no such use shall enter or encroach upon the lawful rights of the other Owners.

Section 4. Limited Common Elements. Ownership of each Unit shall entitle the Owner or Owners thereof to the exclusive use of one covered parking space as designated on the plats and plans by the same number, letter or combination thereof as may be used to designate the Unit to which such covered parking space appertains. In addition, each Owner shall be entitled to the exclusive use of at least one storage area as may be designated from time to time by the Association by means of placing thereon in a conspicuous place and manner the same number, letter or combination thereof as may be used to designate the Unit to which such storage area appertains. Said storage areas are situated in the basements of buildings 18 and 19, beneath the stairs leading to the second floor of buildings 1 through 20 and adjacent to certain of the second floor balconies.

The Association's Board, without need for a membership vote, is hereby authorized to assign and to reassign Limited Common Elements,

- 4 -

BOOK 8830 PAGE 525

08830
0526

provided that any such assignment or reassignment shall be made in accordance with the provisions of Section 44-3-82(b) and (c) of the Act. A Common Element not previously assigned as a Limited Common Element may be so assigned by the Board, without the need for a vote of the Association, upon written application to the Association by the Unit Owner or Owners for whose exclusive use such Common Element is requested. Upon such application and approval, the Association shall prepare and execute an amendment to the Declaration assigning the Common Element as a Limited Common Element, which amendment shall be executed by the Owner or Owners making such application. Such amendment shall be delivered and become effective as provided in Section 44-3-82 of the Act.

ARTICLE IV ARCHITECTURAL CONTROL

Section 1. Architectural Standards. Except as provided herein, no Owner, Occupant, or any other person may make any encroachment onto the Common Elements or Limited Common Elements, or make any exterior change, alteration, or construction (including painting and landscaping), nor erect, place or post any object, sign, antenna, clothesline, light, storm door or window, artificial vegetation, exterior sculpture, or thing on the exterior of the buildings, in any windows, on any Limited Common Elements, or on any other Common Elements, without first obtaining the written approval of the Architectural Control Committee (hereinafter "ACC"). The standard for approval of such improvements shall include, but not be limited to, aesthetic consideration, materials to be used, harmony with the external design of the existing buildings, Units and structures, and the location in relation to surrounding structures and topography.

Applications for approval of any such architectural modification shall be in writing and shall provide such information as the ACC may reasonably require. The ACC or its designated representative shall be the sole arbiter of such application and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction which is not in conformance with approved plans. The Board or the ACC may publish written architectural standards for exterior and Common Element alterations or additions, and any request in substantial compliance therewith shall be approved; provided, however, each such requested change shall be in harmony with the external design of the existing buildings and Units and the location in relation to surrounding structures and topography of the vicinity. The ACC or the Board may allow such encroachments on the Common Elements and Limited Common Elements as it deems acceptable.

In the event that the ACC or its designated representative fails to approve or to disapprove such application within thirty (30) days after the application and all information as the ACC may reasonably require have been submitted, its approval will not be required and this Section will be deemed complied with; provided, however, even if the requirements of this Section are satisfied, nothing herein shall authorize anyone to construct or maintain any structure or

-5-

BOOK 8830 PAGE 526

08830
0527

improvement that is otherwise in violation of the Declaration, the By-Laws, or the rules and regulations.

Section 2. Architectural Control Committee. The ACC shall constitute a standing committee of the Association. The ACC shall consist of the Board unless the Board delegates to other Owners the authority to serve on the ACC. The Board may delegate such authority to individual Owners by resolution, or the Board may call for a special election by the Association to select the Owners to whom the authority shall be delegated. At all times, however, the chairperson of the ACC shall be a Board member.

Section 3. Condition of Approval. As a condition of approval for a requested architectural modification, addition or alteration, an Owner, on behalf of himself/herself and his/her successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement and insurance of such modification, addition, or alteration. In the Board's or ACC's discretion, an Owner may be required to acknowledge such in a written instrument in recordable form on behalf of himself or herself and all successors-in-interest.

Section 4. Limitation of Liability. Review and approval of any application hereunder may be made on any basis, including solely the basis of aesthetic considerations only, and neither the Board nor the ACC shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes, zoning regulations and other governmental requirements. Neither the Association, the Board, the ACC, or member thereof shall be held liable for any injury, damages or loss arising out of the manner or quality of approved construction on or modifications to any Unit.

Section 5. No Waiver of Future Approvals. Each Owner acknowledges that the Board and ACC members will change from time to time and that interpretation, application and enforcement of the architectural standards may vary accordingly. Board or the ACC approval of any proposals, plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Board or the ACC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

Section 6. Enforcement. Any construction, alteration, or other work done in violation of this Article shall be deemed to be nonconforming. Upon written request from the Board, Owners shall, at their own cost and expense, remove such construction, alteration, or other work and shall restore the property to substantially the same condition as existed prior to the construction, alteration, or other work. Should an Owner fail to remove and restore as required hereunder, the Board or its designees shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as existed prior to the

08830
0528

construction, alteration or other work. All costs thereof, including reasonable attorney's fees, shall be an assessment and lien against such Unit.

In addition, the Board shall have the authority and standing, on behalf of the Association, to impose reasonable fines and to pursue all legal and equitable remedies available to enforce the provisions of this Article and its or the ACC's decisions.

If any Owner or Occupant makes any exterior change, alteration, or construction (including landscaping) upon the Common Elements in violation of this Section, he or she does so at his or her sole risk and expense. The Board may require that the change, alteration or construction remain on the Common Elements without reimbursement to the Owner or Occupant for any expense he or she may have incurred in making the change, alteration or construction.

ARTICLE V MAINTENANCE

Section 1. Units. Maintenance of a Unit shall be the responsibility of the Owner thereof, which responsibility shall include, but not be limited to, maintenance, repair, and replacement, subject to the provisions of Article VIII hereof, and at the expense of such Owner, of all portions of the Unit, including, but not limited to, all doors, door frames, thresholds and hardware; glass surfaces, windows, window frames, sills and hardware; screens; heaters; hot water heaters; refrigerators, dishwashers, and other appliances; drains; plumbing fixtures and connections; interior surfaces of all walls, floors and ceilings; the air conditioning compressor serving the Unit; and all pipes, lines, ducts, conduits, or other apparatus which serve only the Unit, from the point where such item intersects the boundaries of the Unit (including all gas, electricity, water, sewer, or air conditioning pipes, lines, ducts, conduits, or other apparatus serving only the Unit), such to be done without disturbing the rights of other Owners. The Owner also shall be responsible for maintenance and repair of the sheetrock on the Unit side of the vertical and upper horizontal boundaries of the Unit.

Notwithstanding the foregoing, the Association shall maintain, repair and replace at the Association's expense all portions of a Unit, except interior surfaces, contributing to the support of the building in which the Unit is located, which portions shall include, but not be limited to, load-bearing columns and load-bearing walls.

No Owner shall do any work which, in the Board's opinion, would jeopardize the soundness and safety of the property, reduce the value thereof or impair any easement or hereditament without in every such case the unanimous consent of all the other Unit Owners being first obtained.

In addition, each Unit Owner shall have the responsibility:

(a) To keep in a neat, clean and sanitary condition any Limited Common Elements serving his or her Unit.

-7-

BOOK 8830 PAGE 528

88830
8529

(b) To perform his or her responsibility in such manner so as not to unreasonably disturb other persons in other Units.

(c) To promptly report to the Association or its agent any defect or need for repairs, for which the Association is responsible.

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

Section 2. Common Elements. Maintenance, repair, replacement and, in the Board's discretion, improvement of the Common Elements, other than Limited Common Elements as provided in Section 3 below, shall be the responsibility of the Association, which responsibility shall include, but not be limited to, maintenance, repair and replacement of all trees, shrubs, grass, walks, and other improvements comprising a part of the Common Elements. The Association's maintenance responsibility also shall include roofs and roof supports (including, but not limited to roof joists and trusses, crossbeams, roof decking and underlayment, and shingles or other covering and surface materials); paving; brick; gutters and downspouts. Except to the extent that insurance required to be maintained or maintained by the Association covers any damage or loss and except as otherwise provided herein, the Association shall not be responsible for any maintenance or repair to any Unit.

Section 3. Limited Common Elements. Maintenance, repair and replacement of all storage areas comprising a portion of the Limited Common Elements shall be the sole responsibility of the individual Owners of the Units appurtenant thereto and not in any manner the responsibility of the Association.

Section 4. Failure to Maintain. If the Board determines that any Owner has failed or refused to discharge properly his or her obligation with regard to the maintenance, repair, or replacement of items of which he or she is responsible hereunder, then the Association shall give the Owner written notice of the such need and of the Association's right to provide necessary maintenance, repair, or replacement at the Owner's cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Board.

Unless the Board determines that an emergency exists, the Owner shall have ten (10) days within which to complete maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within ten (10) days. If the Board determines that: (i) an emergency exists or (ii) that an Owner has not complied with the demand given by the Association as herein provided; then the Association may provide any

- 8 -

BOOK 8830 PAGE 529

08830
0530

such maintenance, repair, or replacement at the Owner's sole cost and expense, and such costs shall be added to and become a part of the assessment to which such Owner is subject, shall become and be a lien against the Unit, and shall be collected as provided herein for the collection of assessments.

If the Board determines that the need for maintenance or repair is in the Common Elements and is caused through the willful or negligent act of any Owner, or Occupant or their family, guests, lessees, or invitees, then the Association may assess the cost of any such maintenance, repair, or replacement against the Owner's or Occupant's Unit, shall become a lien against the Unit, and shall be collected as provided herein for the collection of assessments.

Section 5. Association Responsibilities. The Association shall not be liable for injury or damage to person or property caused by the elements or by the Owner of any Unit, or any other person, or resulting from any utility, rain, snow or ice which may leak or flow from any portion of the Common Elements or from any pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain hereunder. The Association shall not be liable to the Owner of any Unit or such Owner's Occupant, guest, or family, for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Common Elements. The Association shall not be liable to any Owner, or any Owner's Occupant, guest or family for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Article where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

The Association shall repair incidental damage to any Unit resulting from performance of work which is the responsibility of the Association. In performing its responsibilities hereunder, the Association shall have the authority to delegate to such persons, firms or corporations of its choice, such duties as are approved by the Board.

ARTICLE VI ASSESSMENTS

Section 1. Purpose of Assessments. The Association shall have the power to levy assessments as provided herein and in the Act. The assessments for Common Expenses provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Unit Owners and Occupants as may be more specifically authorized by the Board.

- 9 -

BOOK 8830 PAGE 530

08830
0531

Section 2. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges; (ii) special assessments, established and collected as hereinafter provided; (iii) special electricity assessments as provided herein, and (iv) specific assessments against any particular Unit, established hereunder, including but not limited to reasonable fines imposed in accordance with the terms hereof.

All such assessments, together with charges, interest, costs, and reasonable attorney's fees actually incurred, and if the Board so elects, rents, in the maximum amount permitted by the Act, shall be a charge on the Unit and shall be a continuing lien upon the Unit against which each assessment is made. Such amounts shall also be the personal obligation of the Person who was the Owner of such Unit at the time when the assessment fell due. Each Owner and his or her grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board; unless otherwise provided, the annual assessments shall be paid in equal monthly installments due on the first day of each calendar month. No Owner may exempt himself or herself from liability for or otherwise withhold payment of assessments for any reason whatsoever, including, but not limited to, nonuse of the Common Elements, the Association's failure to perform its obligations required hereunder, or inconvenience or discomfort arising from the Association's performance of its duties. The lien provided for herein shall have priority as provided in the Act.

Section 3. Allocation of Liability for Common Expenses. Except as otherwise provided herein, each Unit is hereby allocated liability for Common Expenses apportioned in accordance with the percentage of undivided interest in the Common Elements appurtenant to the Unit, as shown on Exhibit "B" hereto.

(a) Except as provided below, or elsewhere in the Act or Condominium Instruments, the amount of all Common Expenses shall be assessed against all the Units in accordance with the allocation of liability for Common Expenses described above.

(b) The Board shall have the power to assess specially pursuant to this Section and to Section 44-3-80(b) of the Act as, in its discretion, it shall deem appropriate. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association or the Board and shall not constitute a waiver of the Board's right to exercise its authority hereunder in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority hereunder.

Section 4. Computation of Operating Budget and Assessment. It shall be the duty of the Board at the Board meeting prior to the beginning of the Association's annual meeting to prepare a budget covering the

-10-

BOOK 8830 PAGE 531

08830
0532

estimated costs of operating the Condominium during the coming year. The Board shall cause the budget and notice of the assessments to be levied against each Unit for the following year to be delivered to each member at the Association's annual meeting. The budget and the assessment shall become effective unless disapproved at a duly called and constituted annual meeting of the Association by a vote of a majority of the total Association membership; provided, however, if a quorum is not obtained at the annual meeting, the budget shall become effective even though a vote to disapprove the budget could not be called at this meeting.

If the membership disapproves the proposed budget or the Board fails for any reason to determine the budget for the succeeding year, then, until such time as a budget is determined as provided herein, the budget in effect for the current year shall continue for the succeeding year. In such case, the Board may propose a new budget at any time during the year at a special Association meeting. The proposed budget and assessment shall be delivered to the members at least thirty (30) days prior to the proposed effective date thereof and at least seven (7) days prior to the special meeting. The approval procedure set forth above for budgets considered at annual meetings shall also apply to budgets considered at special meetings.

Section 5. Special Assessments. In addition to the annual assessment provided for in Section 4 above, the Board may at any time levy a special assessment against all Owners, notice of which shall be sent to all Owners. Any special assessment shall be approved by a Majority of the Owners prior to becoming effective (except as provided in Section 3 above regarding the power to assess specially pursuant to Section 44-3-80(b) of the Act and Article VIII, Section 3(b) herein, regarding repair or reconstruction of casualty damage to or destruction of all or part of the Condominium).

Section 6. Special Assessments for Electricity. It is anticipated that charges for electricity furnished to and consumed within the Units will be billed to and paid by the Association inasmuch as the providing utility company is expected to base its charges on a single common meter. Therefore, in addition to the annual and special assessments authorized above, the Board shall levy special assessments for the purpose of defraying the cost of such electricity. Based on such information as it may from time to time possess, the Board shall estimate annually in advance the cost of such electricity and shall fairly and equitably allocate such cost to the various Units. Such cost, not being a common expense of the Association, need not be allocated to the Unit in proportion to the percentages of undivided interest in and to the Common Elements appurtenant to said Units. On the basis of such allocation, special assessments for electricity shall be levied as herein provided upon twenty-one (21) days written notice of same.

Section 7. Effect of Non-Payment of Assessments: Remedies of the Association. All assessments and related charges not paid on or before the due date shall be delinquent, and the Owner shall be in default.

08830
0533

(a) If any monthly installment of annual assessments or any part thereof is not paid in full by the tenth (10th) day of the month or if any other charge is not paid within ten (10) days of the due date, a late charge equal to the greater of ten (\$10.00) dollars or ten (10%) percent of the amount not paid, or such higher amounts as may be authorized by the Act, may be imposed without further notice or warning to the delinquent Owner and interest at the rate of ten (10%) percent per annum or such higher rate as may be permitted by the Act shall accrue from the due date.

(b) If part payment of assessments and related charges is made, the amount received may be applied first to costs and attorney's fees, then, to: (1) in order, late charges, interest, delinquent assessments, and current assessments which are not the subject matter of a lawsuit, and then (2), in order, to late charges, interest, delinquent assessments, and current assessments which are not the subject matter of a lawsuit.

(c) If assessments, fines or other charges or any part thereof due from an Owner remain delinquent and unpaid for a period greater than fifteen (15) days from the date due, a notice of delinquency may be given to that Owner stating that if the assessment, fine or charge remains delinquent for more than ten (10) days from the date of the notice of delinquency, the Board may accelerate and declare immediately due all of that Owner's unpaid installments of the annual assessment and of any special assessment. If an Owner fails to pay all assessments and related charges currently due within ten (10) days of the date of the notice of delinquency, the Board may then accelerate and declare immediately due all installments of the annual assessment and of any special assessment, without further notice to the delinquent Owner. Upon acceleration, that Owner shall thereby lose the privilege of paying the annual assessment in monthly installments for that fiscal year.

(d) If assessments and other charges or any part thereof remain unpaid more than thirty (30) days after the assessment payments first become delinquent, the Association, acting through the Board, may institute suit to collect all amounts due pursuant to the provisions of the Declaration, the By-Laws, the Act and Georgia law and suspend the Owner's and/or Occupant's right to vote and the right to use the Common Elements (provided, however, the Board may not limit ingress or egress to or from the Unit).

(e) In the event any assessment or other charge is delinquent for thirty (30) days or more, in addition to all other rights provided in the Act and this Declaration, the Association shall have the right upon ten (10) days written notice, and in compliance with any requirements set forth in the Act, to suspend any utility services, the cost of which are a Common Expense of the Association, including, but not limited to, heat, air conditioning and cable television, to that Unit until such time as the delinquent assessments and all costs permitted pursuant to this Section, including reasonable attorney's fees, are paid in full. Any costs incurred by the Association in discontinuing and/or reconnecting any utility service, including reasonable attorney's fees, shall be an

-12-

BOOK 8830 PAGE 533

08830
0534

assessment against the Unit and shall be collected as provided herein for the collection of assessments.

Notwithstanding the above, the Board may suspend heat or air conditioning service paid for as a Common Expense only after a final judgment or final judgments in excess of a total of \$750.00, or such other amount as required by the Act, are obtained in favor of the Association from a court of competent jurisdiction, the Association provides the notice required to be provided by the institutional provider of such service prior to suspension of such service, and the Association complies with any other requirements of O.C.G.A. § 44-3-76. The utility services shall not be required to be restored until the judgment or judgments are paid in full.

Section 8. Statement of Account. Any Owner, Mortgagee, or a Person having executed a contract for the purchase of a Unit, or a lender considering a loan to be secured by a Unit, shall be entitled upon written request, to a statement from the Association setting forth the amount of assessments due and unpaid, including any late charges, interest, fines, or other charges against a Unit. The Association shall respond in writing within five (5) days of receipt of the request for a statement; provided, however, the Association may require the payment of a fee, not exceeding ten (\$10.00) dollars, as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Unit as of the date specified therein.

Section 9. Surplus Funds and Common Profits. Pursuant to Section 44-3-108 of the Act, common profits from whatever source shall be applied to the payment of Common Expenses. Any surplus funds remaining thereafter shall, at the Board's option, either be distributed to the Owners or credited to the Owners' next chargeable assessment in proportion to the liability for Common Expenses attributable to each Unit, or added to the Association's reserve account.

ARTICLE VII ADMINISTRATION

Section 1. Responsibility for Administration. Subject to the provisions of Section 4 hereof and except as otherwise expressly provided, the administration of the Condominium, the maintenance, repair, replacement and operation of the Common Elements and those acts required of the Association by the Condominium Instruments shall be the responsibility of the Association. Such administration shall be governed by the Act and the Condominium Instruments. The duties and powers of the Association shall be those set forth in the Condominium Instruments and the Act, together with those reasonably implied to effect the purposes of the Association and the Condominium. Such duties and powers shall be exercised in the manner provided by the Condominium Instruments.

Section 2. Association Rights and Restrictions. In addition to and not in limitation of all other rights it may have, the Association, acting through its Board, shall have the right and authority:

- 13 -

BOOK 8830 PAGE 534

08830
0535

(a) to enter into Units for maintenance, emergency, security, or safety purposes, which right may be exercised by the Association's Board, officers, agents, employees, managers, and all police officers, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall be only during reasonable hours and after reasonable notice to the Unit Owner or Occupant;

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

(c) to enforce use restrictions, other Declaration and By-Laws provisions, and rules and regulations by the imposition of reasonable monetary fines and suspension of use and voting privileges as provided in Section 44-3-76 of the Act, as amended (which shall not be construed as limiting any other legal means of enforcement);

(d) to grant permits, licenses, utility easements, and other easements;

(e) to control, manage, operate, maintain, improve and replace all portions of the Common Elements;

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

(g) to represent the Owners in dealing with governmental entities;

(h) to close permanently or temporarily any portion of the Common Elements (excluding the Limited Common Elements) with sixty (60) days prior notice to all Owners; provided, however, the Owners may re-open the closed Common Elements by a Majority vote of the total Association vote, cast at a duly called special or annual meeting;

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

Section 3. Management Agreements. The Association may, but shall not be required to, hire a professional management agent or agents, at a compensation established by the Board, to perform such duties and services as the Board shall authorize. The Board shall use reasonable efforts in any management contract to provide for termination of such contract with or without cause and without penalty, upon no more than thirty (30) days written notice, and for a term not in excess of one (1) year. The Manager shall be a responsible individual or corporation, as the Board shall determine, having experience adequate for the management of a Condominium of this type and shall be bonded in such amount as the Board shall reasonably require. Copies of any management agreement then currently

08830
0536

in effect shall be made available for inspection by the Owners, each of whom shall be bound by the terms and conditions thereof.

Section 4. Limitation of Liability. Notwithstanding the duty of the Association to maintain, repair and replace parts of the Common Elements, the Association shall not be liable for injury or damage caused by any latent condition of the Common Elements nor for injury caused by the elements, Owners or other persons, nor shall any officer or director of the Association be liable to any Owner for injury or damage caused by such officer or director in the performance of his duties unless due to the willful misfeasance or malfeasance of such officer or director.

**ARTICLE VIII
INSURANCE AND CASUALTY LOSSES**

Section 1. Insurance. The Association shall obtain and maintain at all times, as a Common Expense, insurance as required by Section 44-3-107 of the Act, as amended, and as required herein. To the extent reasonably available at reasonable cost, the Association's insurance policy shall cover any of the following types of property contained within a Unit, regardless of ownership, fixtures, improvements and alterations that are a part of the building or structure. If in the Board's discretion such insurance is not reasonably available, the Association's insurance policy may exclude improvements and betterments made by the Unit Owner and may exclude the finished surfaces of perimeter and partition walls, floors, and ceilings within the Units (i.e., paint, wallpaper, paneling, other wall covering, tile, carpet and any floor covering; provided, however, floor covering does not mean unfinished hardwood or unfinished parquet flooring).

All insurance purchased by the Association pursuant to this Section shall run to the benefit of the Association, the Board, officers, all agents and employees of the Association, the Unit Owners, and their respective Mortgagees, and all other persons entitled to occupy any Unit, as their interests may appear. The Association's insurance policy may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance equals at least the replacement cost of the insured property. The Association's insurance shall not include the Unit Owners' personal property unless the Association advises the Unit Owners of such coverage in writing.

The Board shall make available for review by Owners a copy of the Association's insurance policy to allow Owners to assess their personal insurance needs, and each Owner shall have the right to obtain additional coverage at his or her own expense.

All Association insurance coverage shall be written in the name of the Association as trustee for itself, each of the Owners, and the Mortgagees, if any. At least every two (2) years the Board shall conduct an insurance review to determine if the policy in force is adequate to meet the Association's needs and to satisfy Section 44-3-107 of the Act. Such responsibility shall be deemed

-15-

BOOK 8830 PAGE 536

reasonably performed by the Board requesting the Association's insurance agent to so verify.

(a) The Board shall utilize reasonable efforts to secure a blanket hazard insurance policy providing "all risk" coverage in an amount equal to full replacement cost, before application of deductibles, of all improvements located on the Condominium property. If "all risk" coverage is not reasonably available at reasonable cost, the Board shall obtain, at a minimum, fire and extended coverage, including coverage for vandalism and malicious mischief, in like amounts. The Board shall use reasonable efforts to obtain policies that will provide the following:

i) the insurer waives its rights of subrogation of any claims against directors, officers, the managing agent, the individual Owners, Occupants, and their respective household members;

ii) any "other insurance" clause contained in the master policy shall expressly exclude individual Owners' policies from its operation;

iii) until the expiration of thirty (30) days after the insurer gives notice in writing to the Mortgagee of any Unit, the Mortgagee's insurance coverage will not be affected or jeopardized by any act or conduct of the Owner of such Unit, the other Unit Owners, the Board, or any of their agents, employees, or household members, nor be canceled for nonpayment of premiums;

iv) the master policy may not be canceled, substantially modified, or subjected to nonrenewal without at least thirty (30) days prior notice in writing to the Board and all Mortgagees of Units;

v) an agreed value endorsement and an inflation guard endorsement; and

vi) the deductible amount per occurrence for coverage required by the Act shall not exceed one thousand (\$1,000.00) dollars.

(b) All policies of insurance shall be written with a company licensed to do business in the State of Georgia. The company shall provide insurance certificates to each Owner and each Mortgagee upon request.

(c) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Board; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(d) In addition to the insurance required above, the Board shall obtain as a Common Expense:

8830
538

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

ii) public liability insurance in amounts no less than required by Section 44-3-107 of the Act, as amended, and officers' and directors' liability insurance in such amounts as the Board may determine. The public liability insurance shall contain a cross liability endorsement;

iii) fidelity bonds, or employee dishonesty coverage if reasonably available, covering officers, directors, employees, and other persons who handle or are responsible for handling Association funds. Such bonds, if reasonably available, shall be in an amount consonant with the best business judgment of the Board, but in no event less than three (3) month's assessments plus a reasonable amount to cover all or a reasonable portion of reserve funds in the custody of the Association at any time during the term of the bond; provided, however, fidelity coverage herein required may be reduced based on the implementation of financial controls which take one or more of the following forms: (a) the Association or management company, if any, maintains a separate bank account for the working account and the reserve account, each with appropriate access controls and the bank in which funds are deposited sends copies of the monthly bank statements directly to the Association; (b) the management company, if any, maintains separate records and bank accounts for each association that uses its services and the management company does not have the authority to draw checks on, or to transfer funds from, the Association's reserve account; or (c) two members of the Board must sign any checks written on the reserve account; and

iv) such other insurance as the Board may determine to be necessary.

(e) Insurance carried by the Association as a Common Expense shall not be required to include any part of a Unit which is not depicted on the original plats and plans or included in the original mortgage, nor shall the Association include public liability insurance for individual Owners for liability arising within the Unit.

(f) Nothing contained herein gives any Owner or other party a priority over any rights of first Mortgagees as to distribution of insurance proceeds. Any insurance proceeds payable to the Owner of a Unit on which there is a Mortgagee endorsement shall be disbursed jointly to such Unit Owner and the Mortgagee. This is a covenant for the benefit of any such Mortgagee and may be enforced by any such Mortgagee.

(g) Every Owner shall be obligated to obtain and maintain at all times insurance covering those portions of his or her Unit to the extent not insured by policies maintained by the Association. Upon request by the Board, the Owner shall furnish a copy of such insurance policy or policies to the Association.

-17-

BOOK 8830 PAGE 538

08830
0539

(h) Insurance Deductibles. In the event of an insured loss, any required deductible shall be considered a maintenance expense to be paid by the person or persons who would be responsible for such loss in the absence of insurance. If the loss affects more than one Unit or a Unit and the Common Elements, the cost of the deductible may be apportioned equitably by the Board among the parties suffering loss in proportion to each affected owner's portion of the total cost of repair. Notwithstanding this, if the insurance policy provides that the deductible will apply to each Unit separately or to each occurrence, each Unit Owner shall be responsible for paying the deductible pertaining to his or her Unit, if any. If any Owner(s) fail(s) to pay the deductible when required hereunder, then the Association may pay the deductible and assess the cost to the Owner(s) pursuant to Article VI hereof; provided, however, where the deductible is for insurance required under the Act, no Owner shall be assigned more than one thousand (\$1,000.00) dollars, or such higher amount as authorized by the Act, as the cost of the deductible for any one occurrence.

Section 2. No Partition. There shall be no judicial partition of the Condominium or any part thereof, nor shall any person acquiring any interest in the Condominium or any part thereof seek any such judicial partition until the happening of the conditions set forth in Section 3 of this Article in the case of damage or destruction or unless the property has been removed from the provisions of the Act as provided for in Article XIII, Section 3 hereof.

Section 3. Repair and Reconstruction. In the event of damage to or destruction of all or any part of the Condominium as a result of fire or other casualty, unless eighty (80%) percent of the Owners, including the Owner(s) of any damaged Unit(s), vote not to proceed with the reconstruction and repair of the structure, the Board or its duly authorized agent shall arrange for and supervise the prompt repair and restoration of the structure. In the event of substantial damage or destruction, each institutional holder of a first Mortgage shall be entitled to written notice of the damage, and nothing in these documents shall be construed to afford a priority to any Owner with respect to the distribution of proceeds to any such Unit.

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

(b) Source and Allocation of Proceeds. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair, as determined by the Board, or if at any time during the reconstruction and repair or upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, the additional costs shall be assessed against the Owners of the Unit(s) damaged in proportion to the damage

- 18 -

BOOK 8830 PAGE 539

08830
0540

to the Units or against all Owners, in the case of insufficient funds to cover damage to the Common Elements. This assessment shall not be considered a special assessment as discussed in Article VI, Section 5. If after repair and reconstruction is completed there is a surplus of funds, such funds shall be common funds of the Association to be used as directed by the Board.

(c) Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the plans and specifications under which the Condominium was originally constructed, except where changes are necessary to comply with current applicable building codes or where improvements not in accordance with the original plans and specifications are approved by the Board. To the extent insurance proceeds are available, the Association may reconstruct or repair Owner improvements damaged as a result of fire or other casualty.

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

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

ARTICLE IX CONDEMNATION

Section 1. General. In the event of a taking by condemnation or by eminent domain, the provisions of the Act shall prevail and govern; provided, however, that any proceeds received for a taking of the Common Elements (other than Limited Common Elements) by condemnation or eminent domain shall, at the option of the Board, either be allocated to the Owners pursuant to O.C.G.A. § 44-3-97(a), as amended, or be deposited into the Association's operating account or reserve account to be applied to Common Expenses. Each institutional holder of a first Mortgage shall be entitled to written notice of any such condemnation proceedings, and nothing in the Condominium Instruments shall be construed to give a priority to any Owner in the distribution of proceeds to such Unit.

ARTICLE X USE RESTRICTIONS

-19-

BOOK 8830 PAGE 540

08830
0541**Section 1. Use of Units.**

(a) **Residential Use.** Each unit shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a unit or any part of the Condominium, including business uses ancillary to a primary residential use, except that the Owner or occupant residing in a unit may conduct such ancillary business activities within the unit so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the dwelling; (b) the business activity does not involve persons coming onto the Condominium who do not reside at the Condominium or door-to-door solicitation of residents of the Condominium; (c) the business activity conforms to all zoning requirements for the Condominium; and (d) the business activity does not increase traffic in the Condominium; and (e) the business activity is consistent with the residential character of the Condominium and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the Board's sole discretion.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the use of a unit by an on-site management company operating on behalf of the Association shall not be considered a trade or business within the meaning of this Section.

(b) **Single Families.** No unit shall be occupied by more than a single family. As used herein, the term single family shall mean one or more persons, provided all persons occupying the unit are interrelated by blood, adoption or marriage. If persons occupying a unit are not all interrelated by blood, adoption, or marriage, then the occupancy of that unit shall be limited to a maximum number of persons equal to the number of bedrooms in the dwelling on that unit, but not to exceed three (3) persons; provided, however, that persons occupying a unit who are interrelated by blood, adoption, or marriage may occupy that unit with one person not related by blood, adoption or marriage. The words by blood shall be deemed to encompass only children, grandchildren, grandparents, brothers, sisters, nieces, nephews, parents, aunts, uncles, and first cousins, and no other degree of kinship. Occupancy, for purposes of this Declaration, shall be defined as staying overnight in a unit for a total of more than thirty (30) days, either consecutive or non-consecutive, in any year. "Marriage" shall include common law marriage as provided for under Georgia law.

This single family occupancy restriction shall not apply to require the removal of any person occupying a unit in compliance with the Declaration as it existed prior to this amendment.

-20-

BOOK 8830 PAGE 541

88830
542

Section 2. Freehold Estate. Each Unit shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof and of the Act.

Section 3. Subdivision of Units and Outbuildings. No Unit may be subdivided into a smaller Unit and no structure of a temporary character, trailer, tent, shack, carport, garage, barn or other outbuilding shall be erected by any Owner or Occupant on any portion of the Condominium at any time, either temporarily or permanently.

Section 4. Animals and Pets. No Owner or Occupant may keep any pets other than a reasonable number of generally recognized household pets on any portion of the Condominium, as determined in the discretion of the Board. No Owner or Occupant may keep, breed or maintain any pet for any commercial purpose.

Pets may not be left unattended outdoors. No structure for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the Common Elements, including the Limited Common Elements without the prior written approval of the ACC. Dogs must be kept on a leash and be under the physical control of a responsible person at all times while outdoors. Feces left upon the Common Elements by dogs must be removed by the owner of the dog or the person responsible for the dog.

No potbellied pigs may be brought onto or kept at the Condominium at any time. No pit bulldogs or other dogs determined in the Board's sole discretion to be dangerous dogs may be brought onto or kept on the Condominium at any time by any Unit Owner, Occupant, or guest thereof. Any pet which endangers the health of any Unit Owner or Occupant or which creates a nuisance or unreasonable disturbance, as may be determined in the Board's sole discretion, must be permanently removed from the Condominium upon seven (7) days' written notice by the Board. If the Owner or Occupant fails to comply with such notice, the Board may remove the pet. Any pet which, in the Board's sole discretion, presents an immediate danger to the health, safety or property of any member of the community may be removed by the Board without prior notice to the pet's owner.

Any Owner or Occupant who keeps or maintains any pet upon any portion of the Condominium shall be deemed to have indemnified and agreed to hold the Association, its directors, officers, and agents free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium.

Section 5. Signs. Except as may be required by legal proceedings, no signs, advertising posters or billboards of any kind shall be erected, placed, or permitted to remain on the Condominium without the prior written consent of the Board or its designee, except that one (1) professional security sign not to exceed six (6") inches by six (6") inches in size may be displayed from within a Unit. The Board shall have the right to erect reasonable and appropriate signs on behalf of the Association.

-21-

88830-542

88830
8543

Section 6. Use of Common Elements and Limited Common Elements. Except for the right of ingress and egress, the Owners of Units are hereby prohibited and restricted from using any of the property outside of their respected Units and the stairs, hallways, covered parking space and storage area appurtenant thereto, except as may be allowed by the Board or as expressly provided herein. It is acknowledged and agreed by all parties concerned that this provision is for the mutual benefit of all Owners and is necessary for the protection of said Owners.

Use of the Limited Common Elements is restricted exclusively to the Owners of the Unit to which such Limited Common Elements are assigned, and said Owner's family members, guests, tenants and invitees. The Limited Common Elements are reserved for exclusive use, but shall not be construed or interpreted to be separate and apart from the Common Elements in general.

Section 7. Heating of Dwellings in Colder Months. In order to prevent breakage of water pipes during colder months of the year resulting in damage to the Condominium, increased common expenses, and increased insurance premiums or cancellation of insurance policies due to numerous damage claims, the thermostats within Units shall be maintained with the heat in an "on" position and at a minimum temperature setting of fifty-five (55) degrees Fahrenheit (except during power failures or periods when heating equipment is broken) during the months of October, November, December, January, February, March, and April whenever the temperature is forecasted to or does reach thirty-two (32) degrees Fahrenheit or below. Owners and Occupants of Units shall take all steps possible on a timely basis to keep heating equipment, including, but not limited to, the thermostat, in good working order and repair. At any time during the months specified above when the heating equipment is not working properly, the Owner or occupant shall immediately inform the Association of this failure of the equipment and of the time needed to repair the equipment. Notwithstanding any provision in this Declaration or in the By-Laws to the contrary, the Board may fine any Owner or occupant up to Two hundred (\$200.00) Dollars and/or suspend water service to the Owner's Unit for violation of this provision.

Section 8. Prohibition of Damage, Nuisance and Noise. Without prior written Board consent, nothing shall be done or kept on the Condominium, or any part thereof, which would increase the rate of insurance on the Condominium or any Unit or part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirements of any governmental body, or which would increase the Common Expenses.

Noxious, destructive or offensive activity shall not be carried on upon the Condominium. No Unit Owner or Occupant may use or allow the use of the Unit or any portion of the Condominium at any time, in any way or for any purpose which may endanger the health, unreasonably annoy or disturb or cause embarrassment, or discomfort to other Owners or Occupants, or in such a way as to constitute, in the Board's sole opinion, a nuisance. Nothing herein, however, shall be construed to affect the rights of an aggrieved Owner to proceed

08830
0544

individually for relief from interference with his or her property or personal rights. Notwithstanding anything to the contrary herein, no Unit Owner or Occupant may use or allow the use of the Unit, the Common Elements or the Limited Common Elements in any manner which creates noises between the hours of 11:00 p.m. and 7:30 a.m. which can be heard by persons in another Unit that will, in the Board's sole discretion, interfere with the rights, comfort or convenience of any other Owner or Occupant.

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

No damage to or waste of the Common Elements, or any part thereof, shall be permitted by any Owner or member of his or her family or any invitee of any Owner. Each Owner shall indemnify and hold the Association and the other Owners harmless against all loss to the Association or other Owners resulting from any such damage or waste caused by such Owner, members of his or her family, guests, invitees, or Occupants of his or her Unit.

Section 9. Firearms and Fireworks. The display or discharge of firearms or fireworks on the Common Elements or Limited Common Elements is prohibited; provided, however, that the display of lawful firearms on the Common Elements or Limited Common Elements is permitted for the limited purpose of transporting the firearms across the Common Elements or Limited Common Elements to or from the Owner's Unit. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size. The term "fireworks" shall include those items as listed in O.C.G.A. Section 25-10-1, as amended.

Section 10. Parking Rules and Enforcement.

(a) **Designation.** Unit Owners and Occupants shall park their vehicles in the covered parking spaces, if any, assigned to their Units as Limited Common Elements pursuant to Article III, Section 4 hereof. All other parking shall be only within designated parking areas on the Common Elements. Parking on the Common Elements shall be on a first-come, first-served basis. The Board may by rule further define, limit, or regulate parking.

(b) **Prohibited Vehicles.** No vehicle shall be authorized to park on the Common Elements except in an area or areas, if any, specifically designated by the Board for parking or storing vehicles. Without limiting the generality of the foregoing, the following "prohibited vehicles" are strictly prohibited from being parked, stored or allowed to remain on the Common Elements or Limited Common Elements (except in an area or areas, if any, specifically designated by the Board for parking or storing any one or more designated types of prohibited vehicles): abandoned vehicles, disabled vehicles,

-23-

BOOK 8830 PAGE 544

88830
8545

stored vehicles, vehicles primarily used for commercial purposes, and vehicles with commercial writings on their exteriors. Notwithstanding the above, commercial vehicles shall be allowed temporarily on the Common Elements during normal business hours for the purpose of serving any unit or the Common Elements; provided that no such vehicle shall be authorized to remain on the Common Elements overnight without Board approval.

(c) Definitions. For the purpose of this Section, the terms used herein are defined as follows:

(i) An "abandoned vehicle" means a vehicle that is both obviously inoperable or does not have a current operating license and remains parked on the Common Elements or Limited Common Elements for fourteen (14) consecutive days.

(ii) A "disabled vehicle" means any vehicle either not in current operating condition or without a current operating license.

(iii) A "stored vehicle" means any vehicle, other than an abandoned vehicle, which remains parked in the same spot for thirty (30) consecutive days or which is put on blocks and remains on blocks for more than forty-eight (48) hours without prior written Board consent.

(d) Procedures. If any vehicle is parked on any portion of the Condominium in violation of this Section or in violation of the Association's rules, the Board may place a notice on the vehicle specifying the nature of the violation and stating that after forty-eight (48) hours the vehicle may be towed. The notice shall include the name and telephone number of a person to contact regarding the alleged violation. A notice also shall be conspicuously placed at the Condominium stating the name and telephone number of the person or entity which will do the towing. If forty-eight (48) hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within six (6) months of such notice, the vehicle may be towed in accordance with the notice, without further notice to the Owner or user of the vehicle.

If a vehicle is parked in a fire lane, is blocking another vehicle or access to another Owner's or Occupant's Unit, is obstructing the flow of traffic, is parked on any grassy area, or otherwise creates a hazardous condition, no notice shall be required and the vehicle may be towed immediately. If a vehicle is towed in accordance with this Section, neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage as a result of the towing activity. The Association's right to tow is in addition to, and not in limitation of all other rights of the Association, including the right to assess fines. The Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow.

Section 11. Abandoned Personal Property. Personal property, other than an automobile as provided for in Section 10 of this Article, is prohibited from being stored, kept, or allowed to remain for a period

-24-

BOOK 8830 PAGE 545

88830
546

of more than twenty-four (24) hours upon any portion of the Common Elements other than on a Limited Common Element without the prior written permission of the Board.

If the Board, in its sole discretion, determines that property is kept, stored, or allowed to remain on the Common Elements in violation hereof, then, after two (2) days notice as provided below, the Board may remove and either discard or store the personal property in a location determined by the Board.

Prior to removal of property hereunder, the Board shall place a notice on the personal property and/or on the front door of the Unit occupied by the owner of such property, if known, specifying the nature of the violation and stating that after two (2) days the property may be removed and either discarded or stored. The notice shall include the name and telephone number of the person or entity which will remove the property and the name and telephone number of a person to contact regarding the alleged violation.

Notwithstanding anything to the contrary, the Board, in its discretion, may determine that an emergency situation exists, and the Board may exercise its removal rights hereunder without prior notice to the owner or user of the personal property; provided, however, the Board shall give to the owner, if known, notice of the removal of the property and the location of the personal property within three (3) days after the personal property is removed.

If personal property is removed in accordance with this Section, neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage resulting from the removal activity. The Board may elect to impose fines or use other available remedies, rather than exercise its authority to remove property, as set forth herein.

ARTICLE XI SALE AND LEASING OF UNITS

Section 1. Sale of Units; Notice to Association. In order to facilitate resales within the community, a Unit Owner intending to make a bona fide sale of his or her Unit shall give the Board written notice of such intention; together with the name and address of the intended purchaser, the terms of the proposed transaction, and such other information as the Board may reasonably require.

Section 2. Leasing.

(a) Except as provided herein, no person or entity may lease (as lessor) more than one (1) Unit in Fontaine.

(b) All leases permitted hereunder shall be in a form approved by the Board. Such form shall provide, without limitation, that any violation of the Declaration, By-Laws, or rules and regulations adopted pursuant thereto is deemed to be a violation of the terms of the lease, and that the Owner of the leased Unit appoints the Board its attorney-in-fact for the purpose of evicting the tenant on behalf

-25-

BOOK 8830 PAGE 546

08830
0547

of and for the benefit of the Owner, in accordance with Georgia law. In the event the Association proceeds to evict the tenant, any costs, including attorney's fees and court costs, associated with the eviction shall be specially assessed against the Unit and the Owner thereof, such costs being deemed an expense which benefits the leased Unit and the Owner thereof.

(c) Subsection (a) shall not apply to those Owners of record who owned their Units on or before May 29, 1985. The Board may require that the Owner of any Unit which is leased on the date that the amendment containing this Section is recorded place on file with the Board a copy of the lease agreement then in effect.

(d) This Section shall not apply to any first Mortgagee in possession of a Unit following a default in the first Mortgage on such Unit or following acquisition of title by such Mortgagee by foreclosure or deed in lieu of foreclosure.

ARTICLE XII EASEMENTS

Section 1. **Enjoyment of Common Elements.** Each Unit 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 or her Unit over those portions of the Condominium designated for such purpose), and such easement shall be appurtenant to and shall pass with the title to such Unit, subject to the rights of the Unit Owners to the exclusive use of the Limited Common Elements assigned to their respective Units and to the right of the Association to control the use and enjoyment of the Common Elements as provided by the terms of this Declaration including, but not limited to, the right of the Association to suspend voting and use privileges as provided herein.

Section 2. **Encroachments and Support.** Every portion of a Unit and all Limited Common Elements contributing to the support of an abutting Unit shall be burdened with an easement of support for the benefit of such abutting Unit. All portions of the Condominium also shall be subject to easements of encroachment as provided in the Act.

Section 3. **Utilities.** There is hereby granted a blanket easement upon, across, over and under the Condominium for ingress, egress, installation, replacing, repairing and maintaining a master television antenna system and all utilities including, but not limited to, water, sewers, telephones and electricity. By virtue of this easement, it shall be expressly permissible for the providing utility company to erect and maintain the necessary poles and other necessary equipment on said property and to affix and maintain conduits, pipes, ducts, plumbing, wiring, and other facilities for the furnishing of utility services on, above, across, under and through the Units and the Common Elements. Notwithstanding anything to the contrary contained herein, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said property except as approved by the Board.

-26-

BOOK 8830 PAGE 547

88830
548

Section 4. Other. There is hereby granted a blanket easement to the Association, its directors, officers, agents and employees, to any Manager employed by or on behalf of the Association and to all policemen, firemen, ambulance personnel and all other similar persons to enter upon the Condominium or any part thereof in the proper performance of their respective duties. Except in the event of emergencies, the rights accompanying the easements provided for in this Article shall be exercised only during reasonable daylight hours and then, whenever practicable, only after advance notice to and with the permission of the Owner or Owners directly affected thereby.

**ARTICLE XIII
GENERAL PROVISIONS**

Section 1. Amendment. Except where a higher vote is required for action under any other provisions of this Declaration or by the Act, in which case such higher vote shall be necessary to amend such provision, this Declaration may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the members of the Association holding sixty-six and two-thirds (66-2/3%) percent of the total eligible vote thereof. Notice of a meeting, if any, at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the President and Secretary of the Association and recorded in the DeKalb County, Georgia land records.

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

Notwithstanding the foregoing, the Board of Directors, without the necessity of a vote from the owners, may amend this Declaration to comply with any applicable state, city or federal law, including but not limited to, compliance with applicable guidelines of the Federal National Mortgage Association ("Fannie Mae"), the Department of Housing and Urban Development ("HUD") and the Veterans Administration ("VA").

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

Section 2. Termination. The Condominium shall be terminated and the property removed from the provisions of the Act only in accordance with the Act.

08830
0549

Section 3. Covenants Running With the Land. All provisions of this Declaration shall be construed to be covenants running with the land, and with every part thereof and interest therein, including, but not limited to, every Unit and the appurtenances thereto; and every Unit Owner and claimant of the land or any part thereof or interest therein, and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of this Declaration.

Section 4. Severability. Invalidity of any covenant, condition, restriction or other provision of this Declaration or the By-Laws shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

Section 5. Security. The Association may but shall not be required to, from time to time, provide measures or take actions which directly or indirectly improve safety at the Condominium; however, each Owner, for themselves and their tenants, guests, licensees, and invitees acknowledge and agree that the Association is not a provider of security and shall have no duty to provide security on the Condominium. It shall be the responsibility of each Owner to protect their person and property and all responsibility to provide security shall lie solely with each unit Owner. The Association shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

Section 6. Dispute Resolution. Any Owner or occupant must give written notice to the Board requesting a hearing with the Board and attend such hearing to discuss amicable resolution of any dispute before that Owner or occupant files any lawsuit against the Association, the Board, any director, or the property manager. The Owner or occupant shall, in such notice and at the hearing, make a good faith effort to explain the grievance to the Board and resolve the dispute in an amicable fashion, and shall give the Board a reasonable opportunity to address the Owner's or occupant's grievance before filing suit. Upon receiving a request for a hearing, the Board shall give notice of the date, time and place of the hearing to the person requesting the hearing. The Board shall schedule this hearing for a date no less than seven (7) nor more than twenty-one (21) days from the date of receipt of the notice of hearing by the person requesting the hearing.

Section 7. Preparer. This Declaration was prepared by Jay S. Lazega, Weissman, Nowack, Curry & Zaleon, P.C., Second Floor, 181 Fourteenth Street, Atlanta, Georgia 30309.

ARTICLE XIV MORTGAGEE'S RIGHTS

Section 1. Mortgagee Approval. Unless at least two-thirds (2/3) of the first Mortgagees and Unit Owners give their consent, the Association or the membership shall not:

(a) by act or omission seek to abandon or terminate the Condominium;

88830
550

(b) change the pro rata interest or obligations of any individual Unit for the purpose of (1) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (2) determining the pro rata share of ownership of each Unit in the Common Elements;

(c) partition or subdivide any Unit;

(d) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Elements (the granting of easements or licenses, as authorized herein, shall not be deemed a transfer within the meaning of this clause); or

(e) use hazard insurance proceeds for losses to any portion of the Condominium (whether to Units or to Common Elements) for other than the repair, replacement, or reconstruction of such portion of the Condominium.

The provisions of this Section shall not be construed to reduce the percentage vote that must be obtained from Mortgagees or Unit Owners where a larger percentage vote is otherwise required by the Act or the Condominium Instruments for any of the actions contained in this Section.

Section 2. Mortgagee Liability for Assessments Upon Foreclosure. Where the Mortgagee holding a first Mortgage of record or other purchaser of a Unit obtains title pursuant to judicial or nonjudicial foreclosure of the first Mortgage, it shall not be liable for the share of the Common Expenses or assessments by the Association chargeable to such Unit which became due prior to such acquisition of title. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from Owners of all the Units, including such acquirer, its successors and assigns. Additionally, such acquirer shall be responsible for all charges accruing subsequent to the passage of title, including, but not limited to, all charges for the month in which title is passed.

Section 3. Eligible Mortgage Holder Notices. Upon written request to the Association, identifying the name and address of the holder and the Unit number or address, any Eligible Mortgage Holder will be entitled to timely written notice of:

(a) any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first Mortgage held by such Eligible Mortgage Holder;

(b) any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a first Mortgage held by such Eligible Mortgage Holder which remains unsatisfied for a period of sixty (60) days, and any default in the performance by an individual Unit Owner of any other obligation under the Condominium Instruments which is not cured within sixty (60) days;

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

-29-

BOOK 8830 PAGE 550

08830
0551

(d) any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders, as specified herein.

Section 4. Financial Statements. Any holder of a first Mortgage shall be entitled, upon written request, to receive within a reasonable time after request, a copy of the financial statement of the Association for the immediately preceding fiscal year, free of charge to the Mortgagee so requesting.

Section 5. Applicability of Sale and Leasing Regulations. Notwithstanding anything to the contrary herein contained, the provisions of Article XI governing sales and leases shall not apply to impair the right of any first Mortgagee to: (i) foreclose or take title to a Unit pursuant to remedies contained in its Mortgage; (ii) take a deed or assignment in lieu of foreclosure; or (iii) sell, lease, or otherwise dispose of a Unit acquired by the Mortgagee.

IN WITNESS WHEREOF, the undersigned officers of Fontaine Condominium Association, Inc., hereby certify that the above amendment to the Original Declaration and the following amendment to

-30-

BOOK 8830 PAGE 551

8830
552

the Original By-Laws were duly adopted by the required majority of the Association and its membership.

This 1st day of March, 1995.

FONTAINE CONDOMINIUM ASSOCIATION, INC.

By: Marilyn M. Korman
President

Attest: Nancy Korman
Secretary

[CORPORATE SEAL]

Sworn to and subscribed to before me this 1st day of March, 1995.

Wit: [Signature]
Notary Public
My Commission Expires: July 12, 1998
[NOTARY SEAL]

- 31 -

BOOK 8830 PAGE 552

08830
0553

All that tract or parcel of land lying and being in Land Lot 55 of the 16th District of DeKalb County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin set on the south line of the right-of-way of Interstate Highway No. 20 a distance of 390.00 feet east, as measured north 89 degrees 27 minutes 27 seconds east along the south line of the right-of-way of said Interstate Highway No. 20, from the intersection formed by the south line of the right-of-way of said Interstate Highway No. 20 and the west line of said Land Lot 55 (being the east line of Land Lot 42 of said District); running thence north 89 degrees 27 minutes 27 seconds east along the south line of the right-of-way of said Interstate Highway No. 20 a distance of 1,110.54 feet to an iron pin set; running thence south 0 degrees 25 minutes 50 seconds west a distance of 5.00 feet to an iron pin set; running thence south 40 degrees 52 minutes 14 seconds east along a southwest line of property known as the "Fairington Golf & Tennis Club" a distance of 229.60 feet to an iron pin set; running thence south 75 degrees 45 minutes 58 seconds west along a northwest line of property known as "Meadowood Apartment Village" (which property is more particularly described in that certain Deed to Secure Debt and Security Agreement dated July 2, 1969 and recorded in Deed Book 2439 Page 397, Records of DeKalb County, Georgia, and which property is hereinafter referred to as the "Meadowood Property") a distance of 147.91 feet to an iron pin set; running thence south 53 degrees 23 minutes 58 seconds west along a northwest line of the Meadowood Property a distance of 230.36 feet to an iron pin set; running thence south 49 degrees 2 minutes 58 seconds west along a northwest line of the Meadowood Property a distance of 300.94 feet to an iron pin set; running thence south 62 degrees 48 minutes 58 seconds west along a northwest line of the Meadowood Property a distance of 262.94 feet to an iron pin set; running thence south 20 degrees 8 minutes 58 seconds west along a northwest line of the Meadowood Property a distance of 161.87 feet to an iron pin set; running thence south 17 degrees 49 minutes 3 seconds east along a southwest line of the Meadowood Property a distance of 93.49 feet to an iron pin set on the north side of Fairington Parkway, a private road; running thence north 89 degrees 9 minutes 3 seconds west along the north side of said Fairington Parkway a distance of 84.05 feet to an iron pin set; running thence south 86 degrees 17 minutes 58 seconds west along the north side of said Fairington Parkway a distance of 75.39 feet to an iron pin set; running thence west, northwest and north along the north, northeast and east side of said Fairington Parkway and along the arc of a curve having a chord bearing north 47 degrees 29 minutes 20 seconds west for 547.63 feet a distance of 611.84 feet to an iron pin set; running thence north 1 degree 18 minutes 20 seconds west along the east line of said Fairington Parkway a distance of 10.52 feet to an iron pin set; running thence north 5 degrees 50 minutes 9 seconds west along the east side of said Fairington Parkway a distance of 106.02 feet to an iron pin set; running thence north 10 degrees 24 minutes 33 seconds west along the east

BOOK 8830 PAGE 553

BOOK 2855 PAGE 477

EXHIBIT "A"

08830

0554

side of said Fairington Parkway a distance of 73.05 feet to an iron pin set; running thence north 60 degrees 7 minutes 10 seconds east a distance of 146.24 feet to an iron pin set; running thence north 3 degrees 25 minutes 31 seconds east a distance of 273.53 feet to the POINT OF BEGINNING; being property improved with 20 residential buildings (consisting in the aggregate of 192 residences), a club house, a pool, paved private streets and paved parking areas and being depicted as 17.77 acres on blueprint of survey entitled "Master Plot Plan of Fontaine" prepared by Planners & Engineers Collaborative and bearing the certification of Richard Carter Woodman, Georgia Registered Professional Engineer No. 5897, dated June 30, 1972, to which reference is made for all purposes.

TOGETHER WITH a non-exclusive easement in perpetuity for ingress to and egress from the above described property to and from Fairington Road, a public road lying within the right-of-way but without the limit-of-access of said Interstate Highway No. 20 over and across Fairington Parkway, a private road; said easement area being more particularly defined in Deed Book 2439 Pages 407 through 409, Records of DeKalb County, Georgia.

BOOK 8830 PAGE 554

EXHIBIT "A"

BOOK 2855 PAGE 478

08830
0555

Residence Number	Street Address	Number of Rooms	Residence Type	Residence Area (Approx. Sq.Ft.)	Percentage of Interest in the Common Area
1	1 Rue Fontaine	6	B-2	1603	.52
2	2 Rue Fontaine	6	B-2	1603	.52
3	3 Rue Fontaine	6	B-2	1603	.52
4	4 Rue Fontaine	6	B-2	1603	.52
5	5 Rue Fontaine	6	B-2	1603	.52
6	6 Rue Fontaine	6	B-2	1603	.52
7	7 Rue Fontaine	6	B-2	1603	.52
8	8 Rue Fontaine	6	B-2	1603	.52
9	9 Rue Fontaine	6	B-2	1603	.52
10	10 Rue Fontaine	5	B-1	1285	.52
11	11 Rue Fontaine	5	B-1	1285	.52
12	12 Rue Fontaine	5	B-1	1285	.52
13	13 Rue Fontaine	5	B-1	1285	.52
14	14 Rue Fontaine	5	B-1	1285	.52
15	15 Rue Fontaine	5	B-1	1285	.52
16	16 Rue Fontaine	5	B-1	1285	.52
17	17 Rue Fontaine	5	B-1	1285	.52
18	18 Rue Fontaine	5	B-1	1285	.52
19	19 Rue Fontaine	5	B-1	1285	.52
20	20 Rue Fontaine	5	B-1	1285	.52
21	21 Rue Fontaine	5	B-1	1285	.52
22	22 Rue Fontaine	5	B-1	1285	.52
23	23 Rue Fontaine	5	B-1	1285	.52
24	24 Rue Fontaine	5	B-1	1285	.52
25	25 Le Parc Fontaine	5	B-1	1285	.52
26	26 Le Parc Fontaine	5	B-1	1285	.52
27	27 Le Parc Fontaine	5	B-1	1285	.52
28	28 Le Parc Fontaine	5	B-1	1285	.52
29	29 Le Parc Fontaine	5	B-1	1285	.52
30	30 Le Parc Fontaine	5	B-1	1285	.52
31	31 Le Parc Fontaine	5	B-1	1285	.52
32	32 Le Parc Fontaine	5	B-1	1285	.52

EXHIBIT "B"

BOOK 2855 PAGE 479

BOOK 8830 PAGE 555

88830
556

Residence Number	Street Address	Number of Rooms	Residence Type	Residence Area (Approx. Sq.Ft.)	Percentage of Interest in the Common Area
33	33 Le Parc Fontaine	5	A-2	1070	.52
34	34 Le Parc Fontaine	5	A-2	1070	.52
35	35 Le Parc Fontaine	5	A-2	1070	.52
36	36 Le Parc Fontaine	5	A-2	1070	.52
37	37 Le Parc Fontaine	5	A-2	1070	.52
38	38 Le Parc Fontaine	5	A-2	1070	.52
39	39 Le Parc Fontaine	5	A-2	1070	.52
40	40 Le Parc Fontaine	5	A-2	1070	.52
41	41 Le Parc Fontaine	5	B-1	1285	.52
42	42 Le Parc Fontaine	5	B-1	1285	.52
43	43 Le Parc Fontaine	5	B-1	1285	.52
44	44 Le Parc Fontaine	5	B-1	1285	.52
45	45 Le Parc Fontaine	5	B-1	1285	.52
46	46 Le Parc Fontaine	5	B-1	1285	.52
47	47 Le Parc Fontaine	5	B-1	1285	.52
48	48 Le Parc Fontaine	5	B-1	1285	.52
49	49 Le Parc Fontaine	5	B-1	1285	.52
50	50 Le Parc Fontaine	5	B-1	1285	.52
51	51 Le Parc Fontaine	5	B-1	1285	.52
52	52 Le Parc Fontaine	5	B-1	1285	.52
53	53 Le Parc Fontaine	5	B-1	1285	.52
54	54 Le Parc Fontaine	5	B-1	1285	.52
55	55 Le Parc Fontaine	5	B-1	1285	.52
56	56 Le Parc Fontaine	5	B-1	1285	.52
57	57 Le Parc Fontaine	5	B-1	1285	.52
58	58 Place Fontaine	5	B-1	1285	.52
59	59 Place Fontaine	5	B-1	1285	.52
60	60 Place Fontaine	5	B-1	1285	.52
61	61 Place Fontaine	5	B-1	1285	.52
62	62 Place Fontaine	5	B-1	1285	.52
63	63 Place Fontaine	5	B-1	1285	.52
64	64 Place Fontaine	5	B-1	1285	.52
65	65 Place Fontaine	5	B-1	1285	.52
66	66 Place Fontaine	5	B-1	1285	.52
67	67 Place Fontaine	5	B-1	1285	.52

EXHIBIT "B"

BOOK 2855 PAGE 480

BOOK 8830 PAGE 556

08830
0557

Residence Number	Street Address	Number of Rooms	Residence Type	Residence Area (Approximate Sq. Ft.)	Percentage of Interest in the Common Area
68	68 Place Fontaine	5	B-1	1285	.52
69	69 Place Fontaine	5	B-1	1285	.52
70	70 Place Fontaine	5	B-1	1285	.52
71	71 Place Fontaine	5	B-1	1285	.52
72	72 Place Fontaine	5	B-1	1285	.52
73	73 Place Fontaine	5	A-2	1070	.52
74	74 Place Fontaine	5	A-2	1070	.52
75	75 Place Fontaine	5	A-2	1070	.52
76	76 Place Fontaine	5	A-2	1070	.52
77	77 Place Fontaine	5	A-2	1070	.52
78	78 Place Fontaine	5	A-2	1070	.52
79	79 Place Fontaine	5	A-2	1070	.52
80	80 Place Fontaine	5	A-2	1070	.52
81	81 Place Fontaine	5	A-2	1070	.52
82	82 Place Fontaine	5	A-2	1070	.52
83	83 Place Fontaine	5	A-2	1070	.52
84	84 Place Fontaine	5	A-2	1070	.52
85	85 Place Fontaine	5	A-2	1070	.52
86	86 Place Fontaine	5	A-2	1070	.52
87	87 Place Fontaine	5	A-2	1070	.52
88	88 Place Fontaine	5	A-2	1070	.52
89	89 Place Fontaine	5	A-2	1070	.52
90	90 Place Fontaine	5	A-2	1070	.52
91	91 Place Fontaine	5	A-2	1070	.52
92	92 Place Fontaine	5	A-2	1070	.52
93	93 Place Fontaine	5	A-2	1070	.52
94	94 Place Fontaine	5	A-2	1070	.52
95	95 Place Fontaine	5	A-2	1070	.52
96	96 Place Fontaine	5	A-2	1070	.52
97	97 Place Fontaine	5	A-2	1070	.52
98	98 Place Fontaine	5	A-2	1070	.52
99	99 Place Fontaine	5	A-2	1070	.52
100	100 Place Fontaine	5	A-2	1070	.52

EXHIBIT "B"

BOOK 2855 PAGE 481

BOOK 8830 PAGE 557

08830
0558

Residence Number	Street Address	Number of Rooms	Residence Type	Residence Area (Approx. Sq.Ft.)	Percentage of Interest in the Common Area
101	101 Rue Fontaine	5	A-2	1070	.52
102	102 Rue Fontaine	5	A-2	1070	.52
103	103 Rue Fontaine	5	A-2	1070	.52
104	104 Rue Fontaine	5	A-2	1070	.52
105	105 Rue Fontaine	6	B-2	1603	.52
106	106 Rue Fontaine	6	B-2	1603	.52
107	107 Rue Fontaine	6	B-2	1603	.52
108	108 Rue Fontaine	6	B-2	1603	.52
109	109 Rue Fontaine	6	B-2	1603	.52
110	110 Rue Fontaine	6	B-2	1603	.52
111	111 Rue Fontaine	6	B-2	1603	.52
112	112 Rue Fontaine	6	B-2	1603	.52
113	113 Rue Fontaine	5	B-1	1285	.52
114	114 Rue Fontaine	5	B-1	1285	.52
115	115 Rue Fontaine	5	B-1	1285	.52
116	116 Rue Fontaine	5	B-1	1285	.52
117	117 Rue Fontaine	5	B-1	1285	.52
118	118 Rue Fontaine	5	B-1	1285	.52
119	119 Rue Fontaine	5	B-1	1285	.52
120	120 Rue Fontaine	5	B-1	1285	.52
121	121 Rue Fontaine	6	B-2	1603	.52
122	122 Rue Fontaine	6	B-2	1603	.52
123	123 Rue Fontaine	6	B-2	1603	.52
124	124 Rue Fontaine	6	B-2	1603	.52
125	125 Rue Fontaine	6	B-2	1603	.52
126	126 Rue Fontaine	6	B-2	1603	.52
127	127 Rue Fontaine	6	B-2	1603	.52
128	128 Rue Fontaine	6	B-2	1603	.52
129	129 Rue Fontaine	5	B-1	1285	.52
130	130 Rue Fontaine	5	B-1	1285	.52
131	131 Rue Fontaine	5	B-1	1285	.52
132	132 Rue Fontaine	5	B-1	1285	.52

EXHIBIT "B"

BOOK 2855 PAGE 482
BOOK 5530 PAGE 558

08830
0559

Bldg. No.	Residence Number	Street Address	Number of Rooms	Residence Type	Residence Area (Approx. Sq. Ft.)	Percentage of Interest in the Common Area
6	133	133 Rue Fontaine	5	B-1	1285	.52
6	134	134 Rue Fontaine	5	B-1	1285	.52
6	135	135 Rue Fontaine	5	B-1	1285	.52
6	136	136 Rue Fontaine	5	B-1	1285	.52
5	137	137 Rue Fontaine	5	B-1	1285	.52
5	138	138 Rue Fontaine	5	B-1	1285	.52
5	139	139 Rue Fontaine	5	B-1	1285	.52
5	140	140 Rue Fontaine	5	B-1	1285	.52
5	141	141 Rue Fontaine	5	B-1	1285	.52
5	142	142 Rue Fontaine	5	B-1	1285	.52
5	143	143 Rue Fontaine	5	B-1	1285	.52
5	144	144 Rue Fontaine	5	B-1	1285	.52
5	145	145 Rue Fontaine	5	B-1	1285	.52
5	146	146 Rue Fontaine	6	B-2	1603	.52
5	147	147 Rue Fontaine	6	B-2	1603	.52
5	148	148 Rue Fontaine	6	B-2	1603	.52
5	149	149 Rue Fontaine	6	B-2	1603	.52
5	150	150 Rue Fontaine	6	B-2	1603	.52
5	151	151 Rue Fontaine	6	B-2	1603	.52
5	152	152 Rue Fontaine	6	B-2	1603	.52
4	153	153 Rue Fontaine	4	A-1	833	.52
4	154	154 Rue Fontaine	4	A-1	833	.52
4	155	155 Rue Fontaine	4	A-1	833	.52
4	156	156 Rue Fontaine	4	A-1	833	.52
4	157	157 Rue Fontaine	4	A-1	833	.52
4	158	158 Rue Fontaine	4	A-1	833	.52
4	159	159 Rue Fontaine	4	A-1	833	.52
3	160	160 Rue Fontaine	4	A-1	833	.52
3	161	161 Rue Fontaine	6	B-2	1603	.52
3	162	162 Rue Fontaine	6	B-2	1603	.52
3	163	163 Rue Fontaine	6	B-2	1603	.52
3	164	164 Rue Fontaine	6	B-2	1603	.52
3	165	165 Rue Fontaine	6	B-2	1603	.52

BOOK 5830 PAGE 559

BOOK 2855 PAGE 483

EXHIBIT "B"

08830
0560

Bldg. No.	Residence Number	Street Address	Number of Rooms	Residence Type	Residence Area (Approx. Sq. Ft.)	Percentage of Interest in the Common Area
3	166	166 Rue Fontaine	6	B-2	1603	.52
3	167	167 Rue Fontaine	6	B-2	1603	.52
3	168	168 Rue Fontaine	6	B-2	1603	.52
3	169	169 Rue Fontaine	5	B-1	1285	.52
3	170	170 Rue Fontaine	5	B-1	1285	.52
3	171	171 Rue Fontaine	6	B-2	1603	.52
3	172	172 Rue Fontaine	6	B-2	1603	.52
3	173	173 Rue Fontaine	6	B-2	1603	.52
3	174	174 Rue Fontaine	6	B-2	1603	.52
3	175	175 Rue Fontaine	6	B-2	1603	.52
3	176	176 Rue Fontaine	6	B-2	1603	.52
2	177	177 Rue Fontaine	4	A-1	833	.53
2	178	178 Rue Fontaine	4	A-1	833	.53
2	179	179 Rue Fontaine	4	A-1	833	.53
2	180	180 Rue Fontaine	4	A-1	833	.53
2	181	181 Rue Fontaine	4	A-1	833	.53
2	182	182 Rue Fontaine	4	A-1	833	.53
2	183	183 Rue Fontaine	4	A-1	833	.53
2	184	184 Rue Fontaine	4	A-1	833	.53
1	185	185 Rue Fontaine	6	B-2	1603	.53
1	186	186 Rue Fontaine	6	B-2	1603	.53
1	187	187 Rue Fontaine	6	B-2	1603	.53
1	188	188 Rue Fontaine	6	B-2	1603	.53
1	189	189 Rue Fontaine	6	B-2	1603	.53
1	190	190 Rue Fontaine	6	B-2	1603	.53
1	191	191 Rue Fontaine	6	B-2	1603	.53
1	192	192 Rue Fontaine	6	B-2	1603	.53
TOTAL					247,872	100.00

BOOK 8830 PAGE 560

EXHIBIT "B"

BOOK 2855 PAGE 484

08830
0561

NOTE: The percentages of undivided interest in the common area appurtenant to each residence subject to this Declaration are based on values assigned by the Declarant to each residence solely for this purpose. The value thus assigned to each such residence is \$27,111.00 and, therefore, the aggregate of all such values is \$3,205,312.00. Such values do not necessarily reflect or represent the selling price or actual value of any such residence and no opinion, appraisal, sale or market value transaction at a greater or lesser price than the assigned values recited herein shall be interpreted as requiring or permitting any change in the percentages of undivided interest assigned herein.

EXHIBIT "B" *BOOK 2855 Page 4199*

BOOK 8830 PAGE 561

8830
562

EXHIBIT "C"

BY-LAWS
OF
FONTAINE CONDOMINIUM ASSOCIATION, INC.

WEISSMAN, NOWACK, CURRY & ZALBON, P.C.
Attorneys
Second Floor
181 Fourteenth Street
Atlanta, Georgia 30309
(404) 885-9215

BOOK 8830 PAGE 562

- TABLE OF CONTENTS -

	Page
I. GENERAL	
1. Applicability.....	1
2. Name.....	1
3. Definitions.....	1
4. Membership.....	1
5. Entity Members.....	1
6. Voting.....	1
7. Majority.....	2
8. Purpose.....	2
II. MEETINGS OF MEMBERS	
1. Annual Meetings.....	2
2. Special Meetings.....	2
3. Notice of Meetings.....	2
4. Waiver of Notice.....	2
5. Quorum.....	3
6. Adjournment.....	3
7. Proxy.....	3
8. Action Taken Without a Meeting.....	3
9. Order of Business.....	3
III. BOARD OF DIRECTORS	
A. <u>Composition and Selection</u>	
1. Composition.....	4
2. Term of Office.....	5
3. Removal of Members of the Board of Directors.....	5
4. Vacancies.....	5
5. Compensation.....	5
6. Director Conflicts of Interest.....	6
7. Nomination.....	4
8. Elections.....	5
B. <u>Meetings</u>	
9. Regular Meetings.....	5
10. Special Meetings.....	5
11. Waiver of Notice.....	5
12. Conduct of Meetings.....	5
13. Open Meetings.....	5
14. Action Without a Meeting.....	5
C. <u>Powers and Duties</u>	
15. Powers and Duties.....	6
16. Borrowing.....	7
17. Liability and Indemnification of Officers and Directors.....	7

BOOK 8830 PAGE 563

88830
564

D. Committees	
18. Nominating Committee.....	7
19. Architectural Control Committee.....	7
20. Other Committees.....	7
21. Service on Committees.....	7
IV. OFFICERS	
1. Designation.....	8
2. Election of Officers.....	8
3. Removal of Officers.....	8
4. Vacancies.....	8
5. President.....	8
6. Vice President.....	8
7. Secretary.....	8
8. Treasurer.....	8
9. Other Officers.....	8
10. Agreements, Contracts, Deeds, Leases, Etc.....	8
V. RULE MAKING AND ENFORCEMENT	
1. Authority and Enforcement.....	9
2. Fining and Suspension Procedure.....	9
3. Additional Enforcement Rights.....	10
VI. MISCELLANEOUS	
1. Notices.....	10
2. Severability.....	10
3. Captions.....	11
4. Gender and Grammar.....	11
5. Fiscal Year.....	11
6. Financial Review.....	11
7. Conflicts.....	11
8. Amendment.....	11
9. Books and Records.....	11

BOOK 8830 PAGE 564

08830
0565

BY-LAWS

OF

FONTAINE CONDOMINIUM ASSOCIATION, INC.

Article I
General

Section 1. Applicability. These By-Laws provide for the self-government of Fontaine Condominium Association, Inc., in accordance with the Georgia Condominium Act, the Articles of Incorporation filed with the Secretary of State and the Declaration of Condominium for Fontaine Condominium, recorded in the DeKalb County, Georgia land records ("Declaration").

Section 2. Name. The name of the corporation is Fontaine Condominium Association, Inc.. ("Association").

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

Section 4. Membership. An Owner of a Unit shall automatically become a member of the Association upon taking title to the Unit and shall remain a member for the entire period of ownership. As may be more fully provided below, a spouse of a member may exercise the powers and privileges of the member. If title to a Unit is held by more than one (1) Person, the membership shall be shared in the same proportion as the title, but there shall be only one (1) membership and one (1) vote per Unit. Membership does not include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. Membership shall be appurtenant to the Unit and shall be transferred automatically by conveyance of that Unit and may be transferred only in connection with the transfer of title.

Section 5. Entity Members. In the event an Owner is a corporation, partnership, trust, or other legal entity not being a natural person or persons, then any natural person who is an officer, director, or other designated agent of such corporation, partner of such partnership, beneficiary or other designated agent of such trust, or manager of such other legal entity shall be eligible to represent such entity or entities in the affairs of the Association. Such person's relationship with the Association shall terminate automatically upon the termination of such person's relationship with the entity or entities which are the Owner, and termination of the person's relationship with the Association will create a vacancy in any elected or appointed position within the Association in which such person may have been serving and such vacancy will be filled in accordance with these By-Laws.

Section 6. Voting. Each Unit shall be entitled to one vote weighted in accordance with the percentage of undivided interest in the Common Elements attributable to the Unit as set forth in Exhibit "B" to the Declaration, which vote may be cast by the Owner, the Owner's spouse, or by a lawful proxy as provided below. When more than one (1) Person owns a Unit, the vote for such Unit shall be exercised as they determine between or among themselves, but in no event shall more than one (1) vote be cast with respect to any Unit. If only one (1) co-owner attempts to cast the vote for a Unit, it shall be conclusively presumed that such co-owner is authorized on behalf of all co-owners to cast the vote for such Unit. In the event of disagreement between or among co-owners and an attempt by two (2) or more of them to cast such vote or votes, such Persons shall not be recognized and such vote or votes shall not be counted. No Owner shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors, if that Owner is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due

BOOK 8830 PAGE 565

08830
0566

the Association or if the Owner has had its voting rights suspended for the infraction of any provision of the Declaration, these By-Laws, or any rule of the Association. If the voting rights of an Owner have been suspended, that Owner shall not be counted as an eligible vote for purposes of establishing a Majority or a quorum or for purposes of amending these By-Laws or the Declaration.

Section 7. Majority. As used in these By-Laws, the term "majority" shall mean those votes, Owners, or other group as the context may indicate totalling more than fifty (50%) percent of the total number of eligible votes, Owners, or other group, respectively. Unless otherwise specifically stated, the words "majority vote" mean more than fifty (50%) percent of those voting in person or by proxy. Except as otherwise specifically provided in the Declaration or these By-Laws, all decisions shall be by majority vote.

Section 8. Purpose. The Association shall have the responsibility of administering the Condominium, establishing the means and methods of collecting the contributions to the Common Expenses, arranging for the management of the Condominium and performing all of the other acts that may be required to be performed by the Association pursuant to the Act, the Georgia Nonprofit Corporation Code and the Declaration. Except as to those matters which the Act, the Declaration or the Georgia Nonprofit Corporation Code specifically require to be performed by the vote of the Association membership, the administration of the foregoing responsibilities shall be performed by the Board of Directors as more particularly set forth below.

Article II Meetings of Members

Section 1. Annual Meetings. The regular annual meeting of the members shall be held during the month of October each year with the date, hour, and place to be set by the Board.

Section 2. Special Meetings. Special meetings of the members may be called for any purpose at any time by the President, the Secretary, or by request of any two (2) or more Board members, or upon written petition of fifteen (15%) percent of the Owners. Any such written petition by the members must be submitted to the Association's Secretary. The Secretary shall then verify that the required number of members have joined in the petition and shall submit all proper petitions to the Association's President. The President shall then promptly call a special meeting for the purpose stated in the petition, and the Secretary shall send notice of the meeting in accordance with these By-Laws.

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

Section 4. Waiver of Notice. Waiver of notice of meeting of the Owners shall be deemed the equivalent of proper notice. Any Owner may, in writing, waive notice of any meeting of the Owners, either before or after such meeting. Attendance at a meeting by an Owner, whether in person or represented by proxy, shall be deemed waiver by such Owner of notice of the time, date, and place thereof unless such Owner specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted at such meeting unless

-2-

BOOK 8830 PAGE 566

08830
0567

objection to lack of notice is raised before the business, of which proper notice was not given, is put to a vote.

Section 5. Quorum. Except as may be provided elsewhere, the presence, in person or by proxy at the beginning of the meeting, of Owners entitled to cast one tenth (1/10) of the eligible votes of the Association shall constitute a quorum. Once a quorum is established for a meeting, it shall conclusively be presumed to exist until the meeting is adjourned and shall not need to be reestablished. Owners whose voting rights have been suspended pursuant to the Declaration or these By-Laws shall not be counted as eligible votes toward the quorum requirement.

Section 6. Adjournment. Any meeting of the Owners may be adjourned from time to time for periods not exceeding ten (10) days by vote of the Owners holding the Majority of the votes represented at such meeting, regardless of whether a quorum is present. Any business which could be transacted properly at the original session of the meeting may be transacted at a reconvened session, and no additional notice of such reconvened session shall be required.

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

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

(a) A written ballot shall: (1) set forth each proposed action; and (2) provide an opportunity to vote for or against each proposed action.

(b) Approval by written ballot pursuant to this Section shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

(c) All solicitations for votes by written ballot shall: (1) indicate the number of responses needed to meet the quorum requirements; (2) state the percentage of approvals necessary to approve each matter other than election of directors; and (3) specify the time by which a ballot must be received by the corporation in order to be counted.

(d) A written ballot may not be revoked. The Association shall maintain such ballots in its file for a period of at least three (3) years.

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

-3-

BOOK 8830 PAGE 567

08830
0568

Article III
Board of Directors

A. Composition and Selection.

Section 1. Composition. The affairs of the Association shall be governed by a Board of Directors. The Board shall be composed of nine (9) persons. The directors shall be Owners of Units or spouses of such Owners; provided, however, no Owner and his or her spouse may serve on the Board at the same time, and no co-owners may serve on the Board at the same time.

Section 2. Term of Office. Those directors serving on the date these amended and restated By-Laws are recorded in the DeKalb County, Georgia land records shall remain in office until the terms for which they were elected expire. Successor directors shall be elected by the vote of those members present or represented by proxy, at the annual or other meeting of the membership of the Association, a quorum being present. Those persons receiving the most votes shall be elected to the number of positions to be filled. All successor directors shall be elected for three (3) year terms and shall hold office until their successors are elected.

Section 3. Removal of Members of the Board of Directors. At any regular or special meeting of the Association duly called, any one or more of the members of the Board may be removed with or without cause by a Majority of the members of the Association and a successor may then and there be elected to fill the vacancy thus created. Moreover, any director who has had three (3) consecutive unexcused absences from regularly scheduled Board meetings or is more than sixty (60) days past due in the payment of any assessment may be removed by the vote of a Majority of the other directors. Any director whose removal has been proposed shall be given at least ten (10) days notice of the calling of the meeting to consider his or her removal and the purpose thereof and shall be given an opportunity to be heard at the meeting.

Section 4. Vacancies. Vacancies in the Board caused by any reason, except the removal of a director by vote of the membership, shall be filled by a vote of the Majority of the remaining directors, even though less than a quorum, at any Board meeting. The successor so selected shall hold office for the remainder of the term of the director being replaced.

Section 5. Compensation. Directors shall not be compensated for services as such unless and only to the extent that compensation is authorized by a Majority vote of the members. Directors may be reimbursed for the expenses incurred in carrying out their duties as directors upon approval of such expenses by the Board.

Section 6. Director Conflicts of Interest. Nothing herein shall prohibit a director from entering into a contract and being compensated for services or supplies furnished to the Association in a capacity other than as director, provided that the director's interest is disclosed to the Board and the contract is approved by a Majority of the directors who are at a Board meeting at which a quorum is present, excluding the director with whom the contract is made. The interested director shall not count for purposes of establishing a quorum of the Board. The interested director shall be entitled to be present at any meeting at which the proposed contract is discussed and to discuss the proposed contract unless requested by any other director to leave the room during the discussion.

Section 7. Nomination. Nomination for election to the Board shall be made by a Nominating Committee which shall be appointed by the Board of Directors at least thirty (30) days prior to the annual meeting to serve a term of one (1) year and shall consist of at least one (1) Board member and at least two (2) other members of the Association who are not Board members. The members of the Nominating Committee shall be announced at the annual meeting. The Nominating

-4-

BOOK 8830 PAGE 568

08830
0569

Committee may nominate any number of qualified individuals, but not less than the number of directors to be elected. The nominations shall be made at least fourteen (14) days prior to the annual meeting. Nominations shall also be allowed from the floor at the meeting. Each candidate shall be given a reasonable opportunity to communicate his or her qualifications to the membership prior to the election. No member shall be nominated for election to the Board, nor permitted to run for election, if more than thirty (30) days past due in the payment of any assessment. Failure to comply with this Section shall in no way invalidate the election of directors who were not nominated in accordance with the provisions hereof.

Section 8. Elections. All members of the Association eligible to vote shall be entitled to cast their entire vote for each directorship to be filled. There shall be no cumulative voting. The directorships for which elections are held shall be filled by that number of candidates receiving the most votes. Voting for election of Board members shall be by written ballot (unless dispensed by unanimous consent at such meeting at which such voting is conducted).

B. Meetings.

Section 9. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by the Board, but such meetings shall be held at least once every three (3) months. The newly elected Board shall meet within ten (10) days after each annual meeting of the membership.

Section 10. Special Meetings. Special meetings of the Board may be called by the President on three (3) days' notice to each director given by mail, in person, by telephone, or by facsimile transmission, which notice shall state the time, place, and purpose of the meeting. Special meetings of the Board shall be called by the President, Vice President, Secretary, or Treasurer in like manner and on like notice on the written request of at least two (2) directors.

Section 11. Waiver of Notice. Any director may, at any time, in writing, waive notice of any Board meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any Board meeting shall also constitute a waiver of notice by him or her of the time and place of such meeting. If all directors are present at any Board meeting, no notice shall be required and any business may be transacted at such meeting.

Section 12. Conduct of Meetings. The President shall preside over all Board meetings, and the Secretary shall keep a minute book recording therein all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings. The presence of directors entitled to cast one-half of the votes of the Board shall constitute a quorum for the transaction of business. One or more directors who participate in a meeting by means of telephone or electronic communication shall be deemed present and in attendance for all purposes at such meeting, provided all persons participating in the meeting can hear each other.

Section 13. Open Meetings. All Board meetings shall be open to all members, but members other than directors may not participate in any discussion or deliberation unless expressly so authorized by the Board. Notwithstanding the above, the Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

Section 14. Action Without a Meeting. Any action by the Board required or permitted to be taken at any meeting may be taken without a meeting if a majority of the directors consent in writing to such action. Such written

-5-

BOOK 8830 PAGE 569

08830
0570

consents must describe the action taken and be signed by no fewer than a majority of the directors and such written consent or consents shall be filed with the minutes of the Board.

C. Powers and Duties.

Section 15. Powers and Duties. The Board shall manage the affairs of the Association and shall have all the powers and duties necessary for the administration of the Condominium and may do all such acts and things as are not by the Act, the Declaration, the Articles of Incorporation, or these By-Laws directed to be done and exercised exclusively by the members. In addition to the duties imposed by these By-Laws or by any resolution of the Association that may hereafter be adopted, the Board shall have the power to and shall be responsible for the following, in the way of explanation, but not limitation:

- (a) preparation and adoption of an annual budget, in which there shall be established the contribution of each Owner to the Common Expenses;
- (b) making assessments to defray the Common Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment;
- (c) providing for the operation, care, upkeep, and maintenance of the Common Elements as defined in Article V of the Declaration;
- (d) designating, hiring, and dismissing the personnel necessary for the operation of the Association and the maintenance, repair, and replacement of the Common Elements, Association property, and the Area of Common Responsibility and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;
- (e) collecting the assessments, depositing the proceeds thereof in a financial depository or institution which it shall approve, or otherwise investing the proceeds in accordance with any limitations set forth in O.C.G.A. § 14-3-302, and using the proceeds to administer the Association;
- (f) making and amending rules and regulations and imposing sanctions for violation thereof, including reasonable monetary fines;
- (g) opening of bank or other financial accounts on behalf of the Association and designating the signatories required;
- (h) making or contracting for the making of repairs, additions, and improvements to, or alterations of the Common Elements in accordance with the other provisions of the Declaration and these By-Laws, after damage or destruction by fire or other casualty;
- (i) enforcing by legal means the provisions of the Declaration, these By-Laws, and the rules and regulations adopted by it, and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;
- (j) obtaining and carrying insurance against casualties and liabilities, as provided in the Act and the Declaration, and paying the premium cost thereof;
- (k) paying the costs of all services rendered to the Association or its members and not directly chargeable to specific Owners;
- (l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred; and

-6-

BOOK 8830 PAGE 570

08830
0571

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

Section 16. Borrowing. The Board shall have the power to borrow money for the purpose of maintenance, repair, restoration, or improvement of the Common Elements and facilities without the approval of the members of the Association; the Board shall also be authorized to borrow money for other purposes; provided, however, the Board shall obtain membership approval in the same manner as provided in Article VI, Section 5 of the Declaration for special assessments if the proposed borrowing is for any other purpose (including, but not limited to modifying, improving, or adding amenities to the Condominium) and the total amount of such borrowing exceeds or would exceed ten thousand (\$10,000.00) dollars outstanding debt at any one time.

Section 17. Liability and Indemnification of Officers and Directors. The Association shall indemnify every officer, director and committee member against any and all expenses, including attorney's fees, reasonably incurred by or imposed upon such officer, director or committee member in connection with any action, suit, or other proceeding (including settlement of any such action, suit, or proceeding, if approved by the then Board of Directors) to which he or she may be made a party by reason of being or having been an officer, director or committee member, whether or not such person is an officer, director or committee member at the time such expenses are incurred subject to the limitations below. The officers, directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, or for injury or damage caused by any such officer, director, or committee member in the performance of his or her duties, except for his or her own individual willful misfeasance or malfeasance. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, or committee member or former officer, director, or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and, if obtainable, officers' and directors' liability insurance to fund this obligation, and the insurance shall be written as provided in the Declaration.

D. Committees.

Section 18. Nominating Committee. Pursuant to Section 7 of this Article, there shall be a Nominating Committee composed of three (3) members appointed in the manner and to perform the functions specified in Section 7 of this Article.

Section 19. Architectural Control Committee. The Board may establish an Architectural Control Committee for the purpose of establishing and maintaining architectural standards in the Condominium as provided in the Declaration.

Section 20. Other Committees. There shall be such other committees as the Board shall determine with the powers and duties that the Board shall authorize.

Section 21. Service on Committees. Unless otherwise provided in these By-Laws or in the resolution authorizing a particular committee, the members of any committee shall be appointed by the President and shall serve at the pleasure of the Board of Directors. Any committee member may be removed with or without cause at any time and with or without a successor being named.

-7-

BOOK 8830 PAGE 571

8830
572

Article IV
Officers

Section 1. Designation. The principal officers of the Association shall be the President, the Vice President, the Secretary, and the Treasurer. The President, Vice President, and Secretary shall be elected by and from the Board. The Treasurer shall be elected by the Board, but need not be a Board member. The Board may appoint one or more Assistant Treasurers, Assistant Secretaries, and such other subordinate officers as in its judgment may be necessary. Any assistant or subordinate officers shall not be required to be Board members. Except for the offices of Secretary and Treasurer, which may be held by the same person, no person may hold more than one (1) office.

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

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

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

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

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

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

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

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

Section 10. Agreements, Contracts, Deeds, Leases, Etc. All agreements, contracts, deeds, leases, checks, promissory notes, and other instruments of the

-8-

BOOK 8830 PAGE 572

08830
0573

Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by resolution of the Board of Directors.

Article V
Rule Making and Enforcement

Section 1. Authority and Enforcement. The Condominium shall be used only for those uses and purposes set out in the Declaration. The Board of Directors shall have the authority to make, modify, repeal and enforce reasonable rules and regulations governing the conduct, use, and enjoyment of Units and the Common Elements; provided, copies of all such rules and regulations shall be furnished to all Owners and Occupants. Any rule or regulation may be repealed by the affirmative vote or written consent of a Majority of the total Association vote at an annual or special meeting of the membership. Every Owner and Occupant shall comply with the Declaration, Bylaws and rules and regulations of the Association, and any lack of compliance therewith shall entitle the Association and, in an appropriate case, one or more aggrieved Unit Owners, to take action to enforce the terms of the Declaration, Bylaws or rules and regulations.

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

Section 2. Fining and Suspension Procedure. The Board shall not impose a fine, suspend the right to vote or suspend the right to use the Common Elements (provided, however, if an Owner is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association suspension of the right to vote and the right to use the Common Elements shall be automatic; provided further, however, suspension of common utility services shall require compliance with the provisions of Article VI, Section 7 of the Declaration, where applicable), unless and until the Association has sent or delivered written notice to the violator as provided in subsection (a) below. Any such fine or fines may be effective or commence upon the sending of such notice or such later date as may be set forth in such notice, notwithstanding the violator's right to request a hearing before the Board to challenge such fine under subsection (b) below.

(a) **Notice.** If any provision of the Declaration or By-Laws or any rule or regulation of the Association is violated, the Board shall serve the violator with written notice sent certified mail, return receipt requested, which shall state: (i) the nature of the alleged violation; (ii) the sanction to be imposed; (iii) a statement that the violator may challenge the fact of the occurrence of a violation, the sanction, or both, by written challenge and written request for a hearing before the Board, which request must be received by the Board within ten (10) days of the date of the notice; and (iv) the name, address, and telephone number of a person to contact to challenge the proposed action. If a timely challenge is made and the violation is cured within ten (10) days of the date of the notice, the Board, in its discretion, may, but is not obligated to, waive any sanction or portion thereof. In the event of a continuing violation, each day the violation continues or occurs again

-9-

BOOK 8830 PAGE 573

08830
0574

constitutes a separate offense, and fines may be imposed on a per diem basis without further notice to the violator.

(b) **Hearing.** If the alleged violator timely challenges the proposed action, a hearing before the Board shall be held in executive session affording the violator a reasonable opportunity to be heard. The hearing shall be set at a reasonable time and date by the Board, and notice of the time, date (which shall be at least ten (10) days from the giving of notice, unless otherwise consented to by the violator), and place of the hearing and an invitation to attend the hearing and produce any statements, evidence, and witnesses shall be sent to the alleged violator. Proof of such notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer or director who delivered or who authorized delivery of such notice. The notice requirement shall be deemed satisfied if the violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. This Section shall be deemed complied with if a hearing is held and the violator attends and is provided an opportunity to be heard, notwithstanding the fact that the notice requirements contained herein are not technically followed.

Section 3. Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Board may elect to enforce any provision of the Declaration, the By-Laws, or the rules and regulations by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity for compliance with the procedure set forth in Section (2) of this Article. In any such action, to the maximum extent permissible, the Owner or Occupant responsible for the violation for which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

The Association or its duly authorized agent shall have the power to enter upon any portion of the Common Elements to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates the Declaration, the By-Laws, or the rules and regulations. All costs of self-help, including reasonable attorney's fees, shall be assessed against the violating Owner.

Article VI Miscellaneous

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

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

(b) If to an Occupant, at the address of the Unit occupied; or

(c) If to the Association, the Board of Directors or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated in writing and filed with the Secretary.

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

-10-

BOOK 8830 PAGE 574

08830
0575

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

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

Section 5. Fiscal Year. The fiscal year of the Association may be set by resolution of the Board of Directors. In the absence of such resolution by the Board of Directors, the fiscal year shall commence on October 1 and end on the succeeding September 30 of each year.

Section 6. Financial Review. A financial review of the accounts of the Association shall be performed annually in the manner provided by the Board. However, after having received the Board's financial review at the annual meeting, the Owners may, by a Majority of the Association vote, require that the accounts of the Association be audited as a Common Expense by an independent accountant.

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

Section 8. Amendment. Except where a higher vote is required for action under a particular provision of the Declaration or By-Laws, in which case such higher vote shall be necessary to amend, these By-Laws may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the members holding sixty-six and two-thirds (66-2/3%) percent of the total eligible vote of the Association. Notice of any meeting at which an amendment will be considered shall state that fact and the subject matter of the proposed amendment. No amendment shall become effective until it is certified by the President and Secretary of the Association and recorded in the DeKalb County, Georgia land records. Any amendment duly certified and recorded shall be conclusively presumed to have been duly adopted in accordance with the By-Laws. Owners whose voting rights have been suspended pursuant to the Declaration or these By-Laws shall not be counted as eligible votes toward the amendment requirement.

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

Section 9. Books and Records.

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

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

-11-

BOOK 8830 PAGE 575

08830
0576

(ii) its By-Laws or restated By-Laws and all amendments to them currently in effect;

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

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

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

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

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

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

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

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

(ii) accounting records of the Association; and

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

The Association may impose a reasonable charge, covering the cost of labor and material, for copies of any documents provided to the Member.

JSL:dlm by kspg 100

08830
0577CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of Fontaine Condominium Association, Inc., a Georgia corporation;

That the foregoing By-Laws constitute the Amended and Restated By-Laws of said Association, as duly adopted by the Board of Directors and the members of the Association on the 15th day of MARCH, 1996.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 22 day of April, 1996.

FONTAINE CONDOMINIUM ASSOCIATION,
INC.


Secretary

[CORPORATE SEAL]



-13-


BOOK 8830 PAGE 577

08830
0578CERTIFICATESTATE OF GEORGIA
COUNTY OF DEKALB

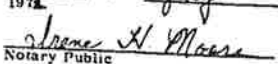
BEFORE me came in person Richard C. Woodman, who,
having been duly sworn on oath says as follows:

THAT he is a registered professional engineer licensed
to practice in and by the State of Georgia under Certificate of
Registration No. 5897; and

THAT the plat of survey entitled "Fontaine" prepared by
Planners and Engineers Collaborative, Registered Professional
Engineers and Surveyors, dated June 30, 1972, together with the
architectural plans entitled "Fontaine Apartments" prepared by Callaway
Janssen Associates, Registered Architects, dated March 6, 1970,
verified copies of which are to be filed in the Office of the Clerk of
the Superior Court of DeKalb County, Georgia, simultaneously with
the filing of the Declaration of Covenants, Conditions and Restrictions
for Fontaine to which this certificate shall be attached and, by reference,
made a part thereof, fully and accurately depict within reasonable
construction tolerances the layout, location, number/letter identifications
and dimensions of the buildings comprising Fontaine and the residences
contained therein as built.


Richard C. Woodman

Sworn to and subscribed before me
this 25th day of July
1974


Notary Public

Notary Public, Georgia, State of Large
My Commission Expires April 25, 1975



EXHIBIT "D"

BOOK 2855 PAGE 485

BOOK 8830 PAGE 578

09134
0461STATE OF GEORGIA
COUNTY OF DEKALBReference: Deed Book 2855
Page 447AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR FONTAINE CONDOMINIUM

WHEREAS, Fairington Associates, a partnership recorded a Declaration of Covenants, Conditions, and Restrictions for Fontaine Condominium, on July 27, 1972, in Deed Book 2855, Page 447 et seq., Dekalb County, Georgia records ("Original Declaration"); and

WHEREAS, the Original Declaration has been amended by amendments recorded in the Dekalb County, Georgia records as follows:

<u>Date</u>	<u>Deed Book/Page</u>
September 28, 1976	3564/250, <u>et seq.</u>
March 10, 1977	3637/402, <u>et seq.</u>
May 29, 1985	5218/585, <u>et seq.</u>
April 22, 1987	5810/29, <u>et seq.</u>
March 11, 1992	7205/113, <u>et seq.</u>
March 16, 1995	8830/518, <u>et seq.</u> ; and

CLERK OF SUPERIOR COURT
DEKALB COUNTY, GA

SEP 10 8 30 AM '95

FILED & RECORDED
DEKALB CO., GA

WHEREAS, a plat related to the Condominium was filed in Condominium Plat Book 1, Page 86, DeKalb County, Georgia Records; and

WHEREAS, floor plans relating to the Condominium were filed in Condominium File Number Thirteen (13) in the Condominium File Cabinet of the DeKalb County, Georgia Records; and

Return to:

Weissman, Nowack, Curry & Zaleon, P.C.
1349 West Peachtree Street, 15th Floor
Atlanta, Georgia 30309

BOOK 9134 PAGE 461

09134
0462

WHEREAS, O.C.G.A. § 44-3-106(c) empowers the Association to amend the condominium instruments, the Articles of Incorporation and the By-Laws of the Association, or any of them in such respects as may be required to conform to this article, to any other applicable law or to the Declaration; and

WHEREAS, O.C.G.A. § 44-3-106(f) provides that, unless otherwise provided in the condominium instruments, powers inherent in or expressly 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 unit owners; and

WHEREAS, Georgia adopted the Georgia Fair Housing Act ("Act") O.C.G.A. § 8-3-200; and

WHEREAS, § 8-3-202 of the Act prohibits discrimination in the provision of housing or services associated with such housing based on familial status; and

WHEREAS, Article X, Section 1 (b) of the Amended and Restated Declaration of Condominium for Fontaine Condominium limits the occupancy of units to persons who are all related by blood, adoption or marriage or not more than three people who are not all related by blood, adoption or marriage; and

WHEREAS, the language of Article X, Section 1 (b) has been determined not to be an occupancy restriction exempt from the application of the Act;

NOW, THEREFORE, in accordance with O.C.G.A. § 44-3-106(c), the Board of Directors of the Fontaine Condominium Association, Inc. hereby amends Article X, Section 1 (b) of the Amended and Restated

-2-

BOOK 9134 PAGE 462

09134
0463

Declaration by striking that provision in its entirety and substituting therefore the following:

Section 1 (b). Occupancy. The maximum number of persons that may occupy a unit shall be limited to a number equal to two persons per bedroom, or as otherwise provided, in accordance with the Georgia Fair Housing Law (O.C.G.A. § 8-3-200, et seq.) and Fair Housing Amendments Act of 1988 codified at 42 U.S.C. 3600, et seq. The number of bedrooms to be determined as shown on the original floor plans recorded in Condominium File Cabinet in Dekalb County, Georgia records.

This provision shall not apply to require the removal of any person lawfully occupying a unit on the date on which this provision is recorded in the Dekalb County, Georgia land records.

This amendment was adopted unanimously by the Board of Directors of the Fontaine Condominium Association, Inc. on the 21st day of August, 1996.

FONTAINE CONDOMINIUM ASSOCIATION, INC.
By Charles G. Berry (Seal)
Vice-President
Attest: Dorothy J. Young (Seal)
Secretary

(Corporate Seal)

Signed, sealed, and delivered this 21st day of August, 1996.

Beita Gachua
Witness
Mary B. Ashar
Notary Public

My Commission Expires:

NOV 13 1998

PUBLIC
NOTARY SEAL
DEKALB COUNTY, GEORGIA



-3-

BOOK 9134 PAGE 463

09821
0552

Return to:

Weissman, Nowack, Curry & Wilco, P.C. (RSS)
1349 West Peachtree Street, 15th Floor
Atlanta, Georgia 30309FILED AND RECORDED THIS
4TH DAY OF FEB, 1998
AT 4:14 P.M.CLERK OF SUPERIOR COURT
DEKALB COUNTY, GEORGIA

STATE OF GEORGIA

CROSS REFERENCE: Deed Book 8830
Page 518

COUNTY OF DEKALB

SECOND AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR
FONTAINE CONDOMINIUM

WHEREAS, the Amended and Restated Declaration of Condominium for Fontaine Condominium was recorded on January 9, 1996, in Deed Book 8830, Page 518, et seq., DeKalb County, Georgia Records ("Declaration"); and

WHEREAS, Article XIII, Section 1 of the Declaration provides that the Declaration may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the members of the Fontaine Condominium Association, Inc. ("Association") holding sixty-six and two-thirds (66-2/3%) percent of the total eligible vote thereof; and

WHEREAS, members of the Association holding sixty-six and two-thirds (66-2/3%) percent of the total eligible vote thereof desire to amend the Declaration and have approved this Amendment; and

WHEREAS, this amendment is not material with respect to Eligible Mortgage Holders, as defined in the Declaration, in that it does not materially and adversely affect the security title or interest of any Eligible Mortgage Holder; provided, however, in the event a court of competent jurisdiction determines that this amendment does so without such Eligible Mortgage Holder's consent, then this amendment shall not be binding on the Eligible Mortgage Holder so involved, unless such it consents to this amendment; and if such consent is not forthcoming, then the provisions of the Declaration prior to this amendment shall control with respect to the affected Eligible Mortgage Holder;

BOOK 9821 PAGE 552

09821

0553

NOW THEREFORE, the Amended and Restated Declaration of Condominium for Fontaine
Condominium is hereby amended as follows:

1.

Article VI, Section 6 of the Declaration is hereby amended by deleting the fourth sentence
thereof in its entirety and substituting the following therefor:

Such cost shall be considered a Common Expense which significantly
disproportionately benefits each Unit, and, therefore, such cost need not be allocated
to each Unit in proportion to the percentages of undivided interest in the Common
Elements appurtenant to the Units. Rather, such cost shall be allocated among the
Units equitably in accordance with Article VI, Section 3(b) above and with Section
44-3-80(b)(3) of the Georgia Condominium Act.

2.

Article VI, Section 7(e) of the Declaration is hereby amended by deleting that Section in its
entirety and substituting the following therefor:

(e) If any assessment or other charge is delinquent for thirty (30) days or more, and
the Association has obtained judgment(s) totalling more than \$750.00 against the
Owner or encumbering the Unit, then, in addition to all other rights provided in the
Act and herein, the Association shall have the right, in compliance with any
requirements set forth in the Section 44-3-76 of the Act, to suspend electricity or
other utility services to the Unit paid for as a Common Expense by the Association.
Any costs incurred by the Association in discontinuing and/or reconnecting any
utility service, including reasonable attorney's fees, shall be an assessment against
the Unit. The electricity or other utility services shall not be required to be restored
until the judgment(s) is(are) paid in full, at which time the Association shall make
arrangements for restoration of the service.

Notwithstanding the above, if cable television service or any other service not
constituting a utility is provided by the Association as a Common Expense, other
than maintenance or repair required to be performed by the Association hereunder,
that service may be suspended upon ten (10) days written notice to the delinquent
Owner, without obtaining any judgment against the Owner or encumbering the Unit.

- 2 -

BOOK 9821 PAGE 553

09821

0554

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

This 21 day of January, 1998.

FONTAINE CONDOMINIUM ASSOCIATION, INC.

By: James B. Stowell [SEAL]
President

Attest: Dorothy J. Young [SEAL]
Secretary

[CORPORATE SEAL]

Sworn to and subscribed to
before me this 21 day of
January, 1998.

[Signature]
Witness

Deita M. Gammeter
Notary Public

[NOTARY SEAL]

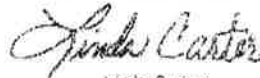
Notary Public, DeKalb County, Georgia
My Commission Expires August 27, 2001

JSL:docs\del\gca\amendment\w\110300

BOOK 9821 PAGE 554

- 3 -

Deed Book 13588 Pg. 760
Filed and Recorded Sep-10-2008 03:04pm
2008-0130051



Linda Carter
Clerk of Superior Court DeKalb Cty. Ga.
1000 1000 1000 1000 1000 1000 1000 1000 1000 1000

Return to: Weissman, Nowack, Curry & Wilco, P.C.
Two Midtown Plaza, 15th Floor
1349 West Peachtree Street
Atlanta, Georgia 30309
Attn: Robert S. Stein, Esq.

STATE OF GEORGIA
COUNTY OF DEKALB

Cross References: Deed Book 8830, Page 520
Deed Book 9134, Page 461
Deed Book 9821, Page 518

**THIRD AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
FOR FONTAINE CONDOMINIUM**

WHEREAS, the Amended and Restated Declaration of Condominium for Fontaine Condominium (hereinafter "Declaration"), was recorded on January 9, 1996 in Deed Book 8830, Page 520, et seq., of the DeKalb County, Georgia records; and

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

<u>Date of Recording</u>	<u>Deed Book</u>	<u>Page</u>
September 10, 1996	9134	461 <u>et seq.</u> ;
February 4, 1998	9821	518 <u>et seq.</u> ; and

WHEREAS, Article XIII, Section 1 of the Declaration provides that the Declaration may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the members of the Fontaine Condominium Association, Inc. ("Association") holding sixty-six and two-thirds (66 2/3%) percent of the total eligible vote thereof; and

WHEREAS, this Amendment is not material with respect to first mortgages in that it does not materially and adversely affect the security title or interest of any Eligible Mortgage Holder, provided, however, in the event a court of competent jurisdiction determines that this Amendment does materially and adversely affect the security title or interest of any Eligible Mortgage Holder without such Eligible Mortgage Holder's consent to this Amendment, then this Amendment shall not be binding on the Eligible Mortgage Holder so involved, unless such Eligible Mortgage Holder consents to this Amendment; and if such consent is not forthcoming, then the provisions of the Declaration prior to this Amendment shall control with respect to the affected Eligible Mortgage Holder:

1.

(d) If assessments and other charges or any part thereof remain unpaid for more than thirty (30) days after the assessment payments first become delinquent, the Association, acting through the Board, may institute suit to collect all amounts due pursuant to the provisions of the Declaration, the Bylaws, the Act and Georgia law and suspend the Owner's and/or Occupant's right to vote and the right to use the Common Elements.

2.

(f) If any assessment or other charge or any part thereof remains unpaid more than sixty (60) days after it becomes delinquent, then, in addition to all other rights provided by the Act and herein, the Association, acting through the Board, shall have the right to suspend the Owner's and/or Occupant's right to bring or park vehicles on the Common Elements (including the Limited Common Elements) or have guests bring or park vehicles on the Common Elements (including the Limited Common Elements.) However, the Board may not limit pedestrian, medical, fire, police or other health, safety, service or emergency vehicle ingress or egress to or from the Unit or deny necessary vehicular entry and parking of clearly and properly identified handicapped vehicles used for handicapped owners or occupants protected by the Fair

Restricted Leasing Status. Open Leasing Status may also be conferred upon a Unit as provided in subparagraph (b) below.

(iv) Restricted Leasing Status shall subject a Unit to the restrictions on leasing contained in subparagraph (b) below. All Units which are not being leased on the Effective Date hereof shall be in Restricted Leasing Status unless converted to Open Leasing Status as provided in subparagraph (b) below.

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

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

Any Owner who believes that he or she must lease his or her Unit to avoid undue hardship shall submit a written application to the Board setting forth the circumstances necessitating the leasing, a copy of the proposed lease, and such other information as the Board may reasonably require. Leasing in the case of undue hardship shall be permitted only upon the Board's written approval of the Owner's application. Any transaction which does not comply with this Paragraph shall be voidable at the Board's option.

(d) Leasing Provisions. Leasing which is authorized hereunder shall be governed by the following provisions:

<http://search.gsccca.org/Imaging/HTML5Viewer.aspx?id=13583551&key1=13588&key2=760&county...> 9/7/2016

to this Amendment. Any Owner of a Unit which is leased on the Effective Date hereof shall file with the Board a copy of the lease agreement in effect within thirty (30) days of the Effective Date hereof. "Effective Date" shall mean the date this Amendment is recorded in the DeKalb County real estate records.

This Section 2 shall not apply to any leasing transaction entered into by the holder of any first Mortgage on a Unit who becomes the Owner of a Unit through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such Mortgage.

(f) Except as provided herein, no person or entity may lease (as lessor) more than one (1) Unit in Fontaine. This subsection shall not apply to those Owners of record who owned their Units on or before May 29, 1985.

IN WITNESS WHEREOF, the undersigned officers of Fontaine Condominium Association, Inc., hereby certify that the above Amendment to the Declaration was duly adopted by the required majority of the Association's membership and any required notices were duly given.

This 3 day of September, 2002

Sworn to and subscribed to
before me this

3 day of Sept, 2002

FONTAINE CONDOMINIUM
ASSOCIATION, INC.

By:

President

[SEAL]

Attest:

Secretary

[SEAL]

[CORPORATE SEAL]

Notary Public for DeKalb County, Georgia
My Commission Expires April 28, 2004
(NOTARY SEAL)

Deed Book 13588 Pg 766

Linda Carter
Clerk of Superior Court DeKalb Cty, Ga.

16900

I:\doen\00300\002\doc\final amendment final.doc

Linda Carter
Clerk of Superior Court Dekalb Cty. Ga.

<http://search.gsccca.org/Imaging/HTML5Viewer.aspx?id=17734837&key1=14618&key2=171&county...> 9/7/2016

<http://search.gsccca.org/Imaging/HTML5Viewer.aspx?id=17734837&key1=14618&key2=171&county...> 9/7/2016

IN WITNESS WHEREOF, the undersigned officers of Fontaine Condominium Association, Inc., hereby certify that the above Amendment to the Declaration was duly adopted by the required percentage of the Association's membership and any required notices were duly given.

This 25 day of April, 20 03

Sworn to and subscribed to
before me this
25 day of April, 20 03

FONTAINE CONDOMINIUM
ASSOCIATION, INC.

Sharonia Benfield
Witness

By: Spencer J. Henry [SEAL]
President

Betty Wood
Notary Public

Attest: Wanda J. Williams [SEAL]
Treasurer

[NOTARY SEAL]

[CORPORATE SEAL]



The treasurer signed in place of the secretary because of illness.

Deed Book 14618 Pg 173
Linda Carter
Clerk of Superior Court DeKalb Cty., Ga.

266320-1

2016037415 DEED BOOK 25416 Pg 770

Georgia Intangible Tax Paid \$0.00
Real Estate Transfer Tax \$0.00Filed and Recorded:
2/26/2016 11:13:36 AM
Debra DeBerry
Clerk of Superior Court
DeKalb County, GeorgiaReturn to: Lazega & Johanson LLC
3520 Piedmont Road, NE, Ste. 415
Atlanta, Georgia 30305
Attn: JRB

STATE OF GEORGIA

Cross Reference: Deed Book 8830, Page 520
Deed Book 9134, Page 461
Deed Book 9821, Page 518
Deed Book 13588, Page 760
Deed Book 14618, Page 171

COUNTY OF DEKALB

**FIFTH AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
FOR FONTAINE CONDOMINIUM**

WHEREAS, the Amended and Restated Declaration of Condominium for Fontaine Condominium (hereinafter, as amended from time to time, the "Declaration"), was recorded on January 9, 1996, in Deed Book 8830, Page 520, *et seq.*, of the DeKalb County, Georgia records; and

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

<u>Date of Recording</u>	<u>Deed Book</u>	<u>Page</u>
September 10, 1996	9134	461 <i>et seq.</i> ;
February 4, 1998	9821	518 <i>et seq.</i> ;
September 10, 2002	13588	760 <i>et seq.</i> ;
May 15, 2003	14618	171 <i>et seq.</i> ; and

WHEREAS, Article XIII, Section 1 of the Declaration provides that the Declaration may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the members of the Fontaine Condominium Association, Inc. ("Association") holding sixty-six and two-thirds (66 2/3%) percent of the total eligible vote thereof; and

WHEREAS, members of the Association holding sixty-six and two-thirds (66 2/3%) percent of the total eligible vote thereof desire to amend the Declaration and have approved this Amendment; and

WHEREAS, this Amendment is not material with respect to first mortgages in that it does not materially and adversely affect the security title or interest of any Eligible Mortgage Holder, provided, however, in the event a court of competent jurisdiction determines that this Amendment does materially and adversely affect the security title or interest of any Eligible Mortgage Holder without such Eligible Mortgage Holder's consent to this Amendment, then this Amendment shall not be binding on the Eligible Mortgage Holder so involved, unless such Eligible Mortgage Holder consents to this Amendment; and if such consent is not forthcoming, then the provisions of the Declaration prior to this Amendment shall control with respect to the affected Eligible Mortgage Holder;

NOW, THEREFORE, the Amended and Restated Declaration of Condominium for Fontaine Condominium is hereby amended as follows:

1.

Article VI is hereby amended by adding a new Section 10 thereto to read as follows:

Section 10. Special Assessments for Water. Water is a Common Expense paid for by the Association. The Condominium is currently served by a single, common water meter. The Board shall have the authority to specially assess all the costs associated with water use by individual Unit Owners as provided in Article VI, Section 3(b) above and Section 44-3-80(b)(3) of the Act.

2.

Article VI is hereby amended by adding a new Section 11 thereto to read as follows:

Section 11. Individual Water Meters. In addition to and not in limitation of Article VI, Section 10 above, the Board shall have the power and authority, in its sole discretion, to cause the installation of separate water sub-meters for each Unit and/or to require the Unit Owner to cause the installation of such sub-meters. Unit Owners shall facilitate any inspections necessary and shall otherwise cooperate regarding the installation, inspection, permitting, repair and maintenance of these sub-meters. Each Unit Owner shall afford to the Association, its agents or employees, access through the Owner's Unit as may be reasonably necessary to enable them to exercise and discharge their power and authority hereunder.

Any and all costs for such installation, inspection, permitting, repair and maintenance of the water sub-meters shall be the sole obligation and expense of the Unit Owners and shall not constitute a Common Expense. Failure to cooperate regarding the installation of the sub-meters and timely pay the costs of such installation, inspection, permitting, repair and maintenance of the sub-meters shall constitute a failure to maintain and the Association shall have the power to enforce such maintenance as provided in Article V, Section 4 herein.

The cost of individual water usage and the overhead for such sub-meter reading shall remain a Common Expense. Following the installation of a separate sub-meter for a particular Unit, the Board shall have the authority, as provided in Article VI, Section 3(b) above and Section 44-3-80(b)(3) of the Act, to specially assess each individual Unit: (1) for each utility based on readings of the sub-meters or, in the alternative, based upon reasonable estimates of utility usage charges with adjustments after periodic sub-meter readings; and (2) to cover the overhead for such sub-meter reading.

[SIGNATURES ON NEXT PAGE]

DEED BOOK 25416 Pg 772

Debra DeBerry

Clerk of Superior Court

DeKalb County, Georgia

IN WITNESS WHEREOF, the undersigned officers of Fontaine Condominium Association, Inc., hereby certify that the above Amendment to the Declaration was duly adopted by the required percentage of the Association's membership and any required notices were duly given.

This 16 day of February, 2016

Sworn to and subscribed before me

This 16 day February, 2016

Timothy D. Shippert
Witness

Annie F. Simpson
Notary Public

[NOTARY SEAL]

FONTAINE CONDOMINIUM
ASSOCIATION, INC.

By: Debra DeBerry
President

Attest: [Signature]
Secretary

[CORPORATE SEAL]

Annie Franklin Simpson
Notary Public, DeKalb County, GA
My Commission Expires May 5, 2019

