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Jay C. Stephenson

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Clerk of Superior Court Cobb Cty. Ga.

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RETURN TO:

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**DECLARATION OF CONDOMINIUM
FOR
THE WALK AT LEGACY CONDOMINIUM**

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DECLARATION OF CONDOMINIUM

FOR

THE WALK AT LEGACY CONDOMINIUM

THIS DECLARATION is made on the date set forth below by John Wieland Homes and Neighborhoods, Inc., a Georgia corporation (hereinafter referred to as "Declarant");

WITNESSETH

WHEREAS, Declarant is the owner of the real property which is located in Cobb County, Georgia and is described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, a plat of survey related to the Condominium prepared by Post, Buckley, Schuh & Jernigan, dated 5-12-09, was filed on 5-22-09 in Condominium Plat Book 18, Page(s) 157, et seq., Cobb County, Georgia Records; and

WHEREAS, floor plans relating to the Condominium prepared by Lord, Aeck & Sargent, were filed in Condominium Floor Plan Book 118, Page(s) 299, et seq., of the Cobb County, Georgia Records; and

WHEREAS, Declarant desires to subject the real property described in Exhibit "A" hereto, including the improvements thereof, to the provisions of this Declaration and to the Georgia Condominium Act;

NOW, THEREFORE, Declarant hereby declares that the real property described in Exhibit "A" of this Declaration, including the improvements located thereon, is hereby submitted and made subject to the form of ownership set forth in the Georgia Condominium Act, and is hereby subjected to the provisions of this Declaration. By virtue of the recording of this Declaration, said property shall be held, sold, transferred, conveyed, used, occupied and mortgaged or otherwise encumbered subject to provisions of the Georgia Condominium Act and the covenants, conditions, restrictions, easements, assessments and liens set forth in this Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the real property subject to this Declaration, shall be binding on all Persons having any right, title or interest in all or any portion of the real property subject to this Declaration, their respective heirs, legal representatives, successors, successors-in-title and assigns, and shall be for the benefit of all owners of the property subject to this Declaration.

1. NAME.

The name of the condominium is The Walk at Legacy Condominium (hereinafter sometimes called the "Condominium," as further defined herein), which condominium is a residential condominium which is hereby submitted to the Georgia Condominium Act, O.C.G.A. Section 44-3-70, et seq.

2. DEFINITIONS.

Generally, terms used in this Declaration, the Bylaws and the Articles of Incorporation shall have their normal, generally accepted meanings or the meanings given in the Act or the Georgia Nonprofit Corporation Code. Unless the context otherwise requires, certain terms used in this Declaration, the Bylaws and the Articles of Incorporation shall be defined as follows:

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

(b) Additional Property means that property described on Exhibit "D," attached hereto and incorporated herein, which may be submitted to the Condominium as provided in this Declaration.

(c) Architectural Control Committee or ACC means the committee established to exercise the architectural review powers set forth in Section 14.

(d) Area of Common Responsibility means the Common Elements, together with those areas, if any, which by the terms of this Declaration or by agreement with any other Person become the Association's responsibility.

(e) Articles or Articles of Incorporation means the Articles of Incorporation of The Walk at Legacy Condominium Association, Inc., which have been filed with the Secretary of State of the State of Georgia.

(f) Association means The Walk at Legacy Condominium Association, Inc., a Georgia nonprofit corporation, its successors or assigns.

(g) Board or Board of Directors means the elected body responsible for management and operation of the Association.

(h) Bylaws means the Bylaws of The Walk at Legacy Condominium Association, Inc., attached hereto as Exhibit "C" and incorporated herein by this reference.

(i) 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.

(j) Common Expenses mean 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 and Area of Common Responsibility and as may be required under the Reciprocal Easement Agreement.

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

(l) Commercial Property means that certain property adjacent to the Condominium and improved with a commercial retail building as more particularly described in Exhibit "E" attached hereto and incorporated herein by this reference. On the date of filing of this Declaration, the Declarant is the owner of the Commercial Property. The Commercial Property, may, but is not required to be, submitted to a condominium regime. In such event, the condominium association formed to manage the commercial condominium shall be deemed to be the owner of the Commercial Property wherever referenced in this Declaration and any reference to a tenant of the owner of the Commercial Property shall then mean a reference to the unit owner(s) in the commercial condominium.

(m) 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 and any property described on Exhibit "D" which is later submitted to the provisions of the Act and this Declaration.

(n) Condominium Instruments mean this Declaration and all exhibits hereto, including the Bylaws, and Survey and Floor Plans, all as may be supplemented or amended.

(o) Declarant shall mean and refer to John Wieland Homes and Neighborhoods, Inc., a Georgia corporation, and its successors-in-title and assigns, provided that, in an instrument of conveyance to or any other document involving any such successor-in-title or assign, such successor-in-title or assign is designated as "Declarant" hereunder by the grantor/maker of such conveyance or document, which grantor/maker shall be "Declarant" hereunder at the time of such conveyance or execution of such document; provided, further, upon such designation of such successor Declarant, all rights of the former Declarant in and to such status as "Declarant" hereunder shall cease, it being understood that as to the Condominium, there shall be only one Person entitled to exercise the rights and powers of "Declarant" hereunder at any one point in time. An "affiliate" of Declarant John Wieland Homes and Neighborhoods, Inc. shall mean any entity in which John Wieland Homes and Neighborhoods, Inc. or John Wieland (and/or member(s) of his immediate family) own or control at least twenty (20%) percent of the beneficial interest thereof.

(p) Eligible Mortgage Holder means a holder of a first Mortgage on a Unit, secured by the Unit, who has requested notice of certain matters as set forth herein.

(q) Floor Plans means any and all floor plans for The Walk at Legacy Condominium filed in the Floor Plan Condominium Book of the Cobb County, Georgia records.

(r) 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.

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

(t) Master Association shall mean Legacy at the River Line Neighborhood Association,

Inc., a Georgia nonprofit corporation, its successors and assigns. Any allocation of charges to individual Units pursuant to the Declaration of Covenants and Easements for Legacy at the River Line recorded in Deed Book 14313, Page 1199, et seq., of the Cobb County, Georgia land records ("Master Declaration") shall be made through the Association.

(u) Mortgage means 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.

(v) Mortgagee or Mortgage Holder means the holder of any Mortgage.

(w) Neighborhood shall refer to each separately developed residential area within the real property subject to the Master Declaration, which area shall be governed by a condominium association or townhome association ("Neighborhood Association"). Any such Neighborhood is also subject to the terms of the Master Declaration.

(x) 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 property.

(y) Owner means the record title holder of a Unit, but shall not include a Mortgage Holder.

(z) Person means any individual, corporation, firm, association, partnership, trust or other legal entity.

(aa) Reciprocal Easement Agreement shall mean that certain Reciprocal Declaration of Easement Agreement for The Walk at Legacy Condominium, recorded or to be recorded in the Cobb County, Georgia land records.

(bb) Survey means any and all plats of survey for The Walk at Legacy Condominium filed in the Condominium Plat Book of the Cobb County, Georgia records.

(cc) Unit means 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 hereunder.

3. LOCATION, PROPERTY DESCRIPTION, SURVEY AND FLOOR PLANS.

The Condominium subject to this Declaration and the Act is more particularly described in Exhibit "A" hereto and incorporated herein by this reference. Survey and Floor Plans relating to the Condominium will be filed in the Cobb County, Georgia land records at the time the Condominium is submitted to this Declaration. Survey and Floor Plans are incorporated herein by reference as fully as if the same were set forth in their entirety herein. So long as Declarant owns at least one (1) Unit, Declarant reserves the right, but shall have no obligation, to make improvements and changes to all or part of the Common Elements and the Units owned by Declarant or its affiliates (other than changes to the location of Unit boundaries unless expressly permitted herein), including, without limitation, addition and realignment of parking spaces,

renovation and installation of changes to utility systems and facilities, rearrangement and installation of security and refuse facilities, work relating to building exteriors, and extension of the drives and utility lines and pipes located on the Condominium.

4. UNITS AND BOUNDARIES.

The Condominium will be initially divided into _____ (_____) Units, the Limited Common Elements and the Common Elements and if all of the Additional Property is developed and added to the Condominium, the Condominium at completion is expected to contain as many as twenty-seven (27) total Units. Each Unit consists of a residential dwelling (and may also include a courtyard and/or detached garage), and its appurtenant percentage of undivided interest in the Common Elements. Each Unit shall be conveyed as a separately designated and legally described freehold estate subject to the Act and the Condominium Instruments. The Units are depicted on Survey and Floor Plans. Each Unit includes that part of the structure which lies within the boundaries described in subsections (a) and (b) below.

(a) Vertical Boundaries. The vertical boundaries of each Unit shall be the vertical planes of the unfinished surfaces of the interior walls of the Unit. The vertical boundaries are extended to their intersections with each other and the upper and lower horizontal boundaries of the Unit. All wallboard on the interior walls is a part of the Unit.

(b) Horizontal Boundaries. The upper horizontal boundary of each Unit shall be the lower surface of the roof of the building; this includes the attic area of a Unit within the boundaries of the Unit; except that the upper horizontal boundary of any portion of a Unit lying under a tower or flat roof area of the roof shall be the plane formed by the bottom of the truss. There shall be no upper horizontal boundary for any portion of the Unit that is not contained within a building, i.e., open air courtyard areas. The lower horizontal boundary of the portion of each Unit which is located above the Commercial Property is the uppermost unfinished surface of the concrete slab separating the Condominium from the portion of the Commercial Property located below each Unit. There shall be no lower horizontal boundary for any portion of a Unit that is not located above the Commercial Property.

If any chutes, flues, ducts, conduits, wires, pipes or other apparatus are partially within and partially outside the designated boundaries of a Unit, any portion thereof which serves only that Unit shall be deemed to be a part of that Unit, while all portions thereof which serve more than one Unit or any portion of the Common Elements shall be deemed a part of the Common Elements. Entry doors and exterior glass surfaces, including, but not limited to, windows and glass doors, serving the Unit shall be included within the boundaries of the Unit. Heating and/or air conditioning systems serving a single Unit (including any part of any such system located outside the boundaries of the Unit), all duct work for such heating and/or air conditioning systems, and appliances and plumbing fixtures within a Unit shall be part of the Unit.

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

and those of the Unit.

The ownership of each Unit shall include, and there shall pass with each Unit, whether or not separately described in the conveyance thereof, that percentage of the right, title and interest in the Common Elements attributable to such Unit, together with membership in the Association and an undivided interest in the funds and assets held by the Association.

5. COMMON ELEMENTS.

The Common Elements consist of all portions of the Condominium not located within the boundaries of a Unit, which Common Elements include, but are not limited to, certain utilities, fences, paved areas, walls, retaining walls, roofs, roof decks, exterior walls of the building(s), outside parking areas and lighting for same, landscaping and entry features, if any. Chutes, flues, ducts, conduits, wires, pipes or other apparatus serving the Commercial Property may extend through the Condominium to outlets or other apparatus located on the roof of the Condominium. Any such chutes, flues, ducts, conduits, wires, pipes or other apparatus serving the Commercial Property shall be a portion of the Commercial Property and not part of the Common Elements. The three towers located on the roof of the Condominium and the flat roof areas contain equipment serving the Commercial Property and shall be a part of the Commercial Property to be maintained, repaired and replaced by the owner of the Commercial Property at its sole expense. The lower horizontal boundary of the towers and flat roof areas shall be the upper horizontal boundary of the Unit as described above.

Ownership of the Common Elements shall be by the Owners as tenants-in-common. Each Owner is allocated an equal undivided interest in the Common Elements.

The Common Elements shall remain undivided, and no Owner or 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.

6. LIMITED COMMON ELEMENTS.

(a) General. The Limited Common Elements located on the Condominium and the Units to which they are assigned are:

(i) any portion of any heating and/or air conditioning system or other utility system (including the duct work from such system) which serves more than one Unit, but less than all Units, is assigned as a Limited Common Element to the Units so served;

(ii) the real property on which there is located any portion of the heating and/or air conditioning system (including the duct work from such system) serving a single Unit is assigned as Limited Common Element to the Unit so served;

(iii) any balcony, deck or patio attached to and serving only one (1) Unit is assigned as a Limited Common Element to the Unit to which it is attached and which it serves;

(iv) any utility meter which serves only one Unit is assigned as a Limited Common Element to the Unit so served;

(v) any utility meter and/or utility meter area serving more than one Unit, but less than all Units, is assigned as Limited Common Elements to the Units so served; and

(vi) the driveway and mailbox assigned to a Unit are Limited Common Elements of the Unit to which they are assigned.

(b) Assignment and Reassignment. The Board, without need for a membership vote, is hereby authorized to assign and reassign Limited Common Elements and to assign Common Elements, not previously assigned, as Limited Common Elements, provided that any such assignment or reassignment shall be made in accordance with the provisions of O.C.G.A. Sections 44-3-82(b) and (c), as modified and supplemented herein. A Common Element not previously assigned as a Limited Common Element may be so assigned by the Board, and a Limited Common Element may be reassigned by the Board, without need for a membership vote, upon written application to the Board by the Owner or Owners requesting the exclusive use of such Common Element, or in the case of a reassignment of a Limited Common Element, upon written application to the Board by the Owner(s) of the Unit(s) to which the Limited Common Element appertains and the Owner(s) of the Unit(s) to which the Limited Common Element is to be reassigned. The Board has the right and authority to approve or disapprove any such application; provided, however, so long as Declarant owns at least one (1) Unit, it shall be mandatory that the Board approve any such application upon request made by the Declarant. Upon Board approval of the application, an amendment to the Declaration assigning the Common Element as a Limited Common Element or reassigning the Limited Common Element shall be prepared and executed on behalf of the Association, without need for a membership vote, which amendment shall be executed by the Owner or Owners making such application. Such amendment shall be delivered and become effective as provided in O.C.G.A. Section 44-3-82. Assignments and reassignments of Limited Common Elements and assignments of Common Elements other than as provided in this subsection are prohibited.

7. ASSOCIATION MEMBERSHIP AND ALLOCATION OF VOTES.

All 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 the Association, and, except as otherwise provided herein or in the Bylaws, shall be entitled to vote on all matters upon which Association members are entitled to vote pursuant to the Condominium Instruments. Subject to the provisions of the Condominium Instruments, each Owner shall be entitled to one (1) vote for each Unit in which such Owner holds the interest required for membership, which shall be appurtenant to such Unit.

8. RELATIONSHIP TO MASTER ASSOCIATION

The Condominium is located within a planned community which includes the Association, the Master Association, and such other condominium associations and townhome associations as may be established by the Declarant and submitted to the jurisdiction of the

Master Declaration and Master Association. In addition to being subject to the terms of this Declaration, each Owner, upon accepting title to a Unit, hereby agrees to be subject to the terms of the Master Declaration and the jurisdiction of the Master Association. Every Unit shall be subject to assessment by the Association for its pro rata share of the Master Association's common expenses ("Master Association Assessment"). The total amount of the Master Association Assessment shall be budgeted as a Common Expense of the Association and shall be collected by the Association as provided in Section 11 of this Declaration and shall have first priority for payment out of the income of the Association.

9. ALLOCATION OF LIABILITY FOR COMMON EXPENSES.

Except as otherwise provided herein, each Unit is hereby allocated equal liability for Common Expenses.

(a) Common Expenses. 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 above allocation of liability for Common Expenses.

(b) Special Assessment. The Board shall have the power to assess specially pursuant to this subsection and to O.C.G.A. Section 44-3-80 as, in its discretion, it shall deem appropriate. Failure of the Board to do so 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 do so in the future, including, without limitation, with respect to expenses for which the Board has not previously exercised such power. Fines levied pursuant to this Declaration and/or the Bylaws, fines levied by the Master Association pursuant to the terms of the Master Declaration and/or the Master Association's bylaws, and the cost of maintenance performed by the Association for which the Owner is responsible under Section 18 of this Declaration shall be special assessments. The Board may also specially assess Units for the expenses described in subsections (b)(i) and (b)(ii) below.

(i) Any Common Expenses benefiting less than all of the Units or significantly disproportionately benefiting all Units may be specially assessed equitably among all of the Units which are benefited according to the benefit received.

(ii) Any Common Expenses occasioned by the conduct of less than all of those entitled to occupy all of the Units, or by the Occupant(s), licensees or invitees of any such Unit(s), may be specially assessed against such Unit(s).

10. ASSOCIATION RIGHTS AND RESTRICTIONS.

In addition to and not in limitation of all other rights it may have, the Association, acting through the Board, shall have the right:

(a) in accordance with O.C.G.A. Section 44-3-105, and as otherwise provided herein, to enter any portion of the Condominium for maintenance, emergency, security or safety purposes, or otherwise to discharge its powers or responsibilities hereunder, which right may be exercised by the Association's Board, officers, agents, employees or managers; except in an

emergency situation, entry into Units shall be only during reasonable hours and after reasonable notice to the Owner or Occupant; for purposes hereof, an emergency justifying immediate entry into a Unit shall include, but not be limited to, the following situations: a water or other utility leak, fire, strong foul odor, obvious insect infestation, or sounds indicating that an individual or animal might be injured or sick and require immediate medical attention; no one exercising the rights granted in this subsection shall be liable for trespass, damages or in any other manner by virtue of exercising such rights; the failure to exercise the rights herein or to exercise said rights in a timely manner shall not create liability for any of the above-referenced parties, it being deemed and agreed that no duty to enter a Unit and/or any other portion of the Condominium shall exist;

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

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

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

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

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

(g) to represent the Owners in dealing with governmental entities with respect to the Area of Common Responsibility;

(h) to require each Owner to install separate utility meters for each Owner's Unit at the Owner's cost, or to install such meters and assess the costs thereof against each Unit as provided herein;

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

(j) to approve contractors or subcontractors who have access to the Condominium for the purpose of making repairs, improvements or modifications to Units based on criteria adopted by the Board, which may include, without limitation, insurance requirements, deposits for use of any trash receptacle, if any, and construction deposits to be paid to the Association; costs for repair of damage to the Condominium due to or as a result of such work may be deducted from construction deposits and any additional costs may be specially assessed against the Unit pursuant to Section 9(b);

(k) at the sole expense of the Association, without need for a membership vote, and without the consent of any affected Owner, to relocate any portion of the air conditioning, heating,

plumbing, ventilating, exhaust, electrical or other utility system serving a particular Unit, provided that after such relocation, the system serving the Unit functions at least as well and at no greater cost to the Unit as existed prior to the relocation; and

(l) to close permanently or temporarily any portion of the Common Elements (except for the Limited Common Elements, any Common Elements the use of which is reasonably necessary for access to or egress from a Unit, any portion of the Common Elements subject to the Reciprocal Easement Agreement, and any portion of the Common Elements over, on or upon which the Declarant, the Master Association or the commercial association, if any, has an easement) with thirty (30) days prior notice to all Owners, except that in emergency situations requiring a temporary closing, prior notice shall not be required so long as notice is given within three (3) days after the closing explaining the reason for the closing; notwithstanding the above, the Owners may re-open closed Common Elements by a Majority of the total Association vote cast at a duly called special or annual meeting.

11. ASSESSMENTS.

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

(b) Creation of the Lien and Personal Obligation For 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) general special assessments, as provided for in Section 11(e); and (iii) special assessments against any particular Unit, established pursuant to this Declaration, including, but not limited to, reasonable fines imposed hereunder.

As provided in Section 44-3-109(b) of the Act, all such assessments, together with charges, late charges, interest, costs, 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 such Owner's 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 month. No Owner may be exempted 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. All assessments shall be rounded up to the nearest dollar and payable as such.

(c) Delinquent Assessments. All assessments and related charges not paid on or before the due date shall be delinquent, and the Owner shall be in default.

(i) If any installment of annual assessments or any part thereof is not paid in full, 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 dollars (\$10.00) or ten percent (10%) 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 percent (10%) per annum or such higher rate as may be permitted by the Act shall accrue from the due date.

(ii) 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 late charges, then to interest, then to delinquent assessments, and then to current assessments.

(iii) If assessments, fines or other charges or any part thereof due from an Owner remain delinquent and unpaid for more than fifteen (15) days from the date due, the Board may accelerate and declare immediately due all of that Owner's or Unit's unpaid assessments, fines or other charges, including, without limitation, installments of the annual assessment and of any special assessment, not less than ten (10) days after the date of written notice to the Owner. Upon acceleration, that Owner shall lose the privilege of paying the annual assessment in installments for that fiscal year.

(iv) If assessments, fines and other charges or any part thereof remain unpaid more than thirty (30) days after they 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, including, without limitation, reasonable attorney's fees actually incurred, and suspend the Owner's and/or Occupant's right to vote and the right to use the Common Elements and the Master Association's common property; provided, however, the Board may not limit pedestrian, medical, fire, police or other health, safety, service or emergency vehicles ingress to and egress from the Unit, deny the Owner and Occupants ingress to and egress from the Unit, or deny necessary parking of clearly and properly identified handicapped vehicles used by handicapped Owners or Occupants protected by the Fair Housing Amendments Act of 1988. Enforcement under this subsection is not dependent upon or related to other restrictions and/or actions.

(v) If any assessment, fine or other charge is delinquent for thirty (30) days or more, in addition to all other rights provided in the Act and herein, 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 or service, the cost of which is a Common Expense, including, but not limited to, cable television, water, electricity, heat and air conditioning, to that Unit until such time as the delinquent amounts and all costs permitted under this Section, including reasonable attorney's fees, are paid in full. Any costs incurred by the Association in discontinuing and/or reconnecting any utility or service, including reasonable attorney's fees, shall be an assessment against the Unit. Notwithstanding the above, the Board may suspend any utility or service paid for as a Common Expense only a final judgment or 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 utility or service prior to suspension of such utility or service, and the Association complies with any other requirements of Georgia law. An Owner whose utility or service has been suspended shall not be entitled to use any such utility or service paid for as a Common Expense from any source and any such unauthorized use shall be considered a theft of services under O.C.G.A. Section 16-8-6. The utility or service shall not be required to be restored until all judgments are paid in full, at which time the Association shall direct the provider to restore the utility or service. Enforcement under this subsection is not dependent upon or related to other restrictions and/or other actions, except as provided in this subsection.

(d) Computation of Operating Budget and Assessment. The Board shall prepare a budget covering the estimated costs of operating the Condominium during the coming year, which may include a capital contribution or reserve in accordance with a capital budget separately prepared. The total amount of assessments levied by the Master Association shall be budgeted as a Common Expense of the Association. The Board shall cause the budget, the Master Association budget and the assessments to be levied against each Unit for the year (or portion thereof in the case of the initial budget) to be delivered to each member at least thirty (30) days prior to the due date for payment of the assessment (or the first installment thereof). The budget and the assessment shall become effective unless disapproved at a duly called and constituted Association meeting by a vote of a Majority of the total Association vote and by the Declarant, so long as the Declarant has the authority to appoint and remove directors of the Association. Notwithstanding anything to the contrary herein, the part of the Association budget attributable to Master Association Assessments may be disapproved only as provided for in the Master Declaration.

Notwithstanding the foregoing, if the membership disapproves the proposed budget or the Board fails for any reason to determine the budget for the succeeding year, then until a budget is determined as provided herein, the budget in effect for the current year shall continue for the succeeding year, except that any increase in the assessments levied by the Master Association shall automatically go into effect.

(e) Special Assessments. In addition to the annual assessment provided for in Section 11(b), 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 which would cause the average total of special assessments levied in one fiscal year to exceed two hundred dollars (\$200.00) per Unit shall be subject to approval by a Majority of the total Association vote prior to becoming effective (except as provided in Section 9(b) regarding the power to assess specially pursuant to O.C.G.A. Section 44-3-80 and Section 13(b) regarding repair or reconstruction of casualty damage to or destruction of all or part of the Condominium).

(f) Capital Budget and Contribution. The Board may prepare an annual capital budget or evaluation which takes into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board may set the required capital contribution, if any, in an amount sufficient to permit meeting the Association's projected capital needs both as to amount and timing by annual assessments over the period of the budget. Any required capital contribution shall be included within the budget and assessment as provided in Section 11(d). Notwithstanding any other provisions of the Condominium Instruments, during the time Declarant has the authority to appoint and remove directors of the

Association, Declarant and the Board shall not be required to prepare a capital budget, set a capital contribution, or otherwise collect amounts for capital reserves. The Board shall at all times have the exclusive right to make expenditures from the Association capital reserve account to pay for emergency or unanticipated expenses incurred by the Association or to cure a financial shortfall resulting from inaccurate expense allocation. Such expenditures from the Association capital reserve account shall be made in the Board's sole discretion, and shall not require the approval of the Owners.

(g) Statement of Account. Any Owner, Mortgagee, Person having executed a contract for the purchase of a Unit, or 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 dollars (\$10.00) or such higher amount authorized by the Act, as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Unit as of the date specified therein.

(h) Surplus Funds and Common Profits. Pursuant to O.C.G.A. Section 44-3-108, common profits from whatever source shall be applied to the payment of Common Expenses. Any surplus funds remaining thereafter shall be, at the Board's option, distributed to the Owners, 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 capital reserve account.

(i) Working Capital Fund. The Declarant, on behalf of the Association, shall establish a working capital fund to meet unforeseen expenditures or to purchase any additional equipment or services. A non-refundable contribution to the working capital fund of the Association shall be collected from the initial purchaser of each Unit in the amount of two (2) months of the general (annual) assessment charged to such Unit. The Declarant shall not use the working capital funds to defray any of its expenses, reserve contributions, or construction costs or to make up any budget deficits while it is in control of the Association.

(j) Declarant's Liability for Annual Assessments. Notwithstanding any other provision of this Declaration to the contrary, for the period beginning on the date of recording of this Declaration and ending two (2) years thereafter, Declarant may, in lieu of paying annual assessments on Units owned by the Declarant, pay to the Association an amount sufficient to satisfy the deficit, if any, between the actual operating expenses of the Association and the sum of the assessments collected by the Association in any such fiscal year. During any period in which the Declarant is excused from payment of such assessments (A) no capital contributions, start-up funds, initiation fees, or contributions to capital reserve accounts which are receivable from unit purchasers or unit owners and payable to the association at closing may be used for payment of common expenses; (B) no portion of the payment of assessments collected from Owners intended to be utilized for reserves for deferred maintenance, reserves for depreciation, or other reserves, as shown on the operating budget for the condominium, may be used for payment of common expenses; and (C) no prepayments of assessments made by Owners shall be used for the payment of common expenses prior to the time the assessments would otherwise be due.

(k) Capitalization of Association.

(i) Upon acquisition of record title to a Unit by the first Owner thereof other than Declarant or its affiliates, a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in an amount up to 100% of the then current annual assessment per Unit for that year, with the exact amount to be determined from time to time by the Board. This contribution shall constitute a specific assessment against the Unit, and shall be in addition to, not in lieu of, any other assessments levied on the Unit and shall not in any way be construed as part of or identical to any such assessments or as an advance payment of any such assessments. This contribution shall be collected at the closing of the Unit and disbursed to the Association and shall be held in a separate reserve account until the Declarant no longer has the right to appoint and remove directors and officers of the Association, as set forth in Article III, Section 2 of the Bylaws.

(ii) Upon acquisition of record title to a Unit by the second and subsequent Owners thereof other than Declarant or its affiliates, a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in an amount up to 100% of the then current annual assessment per Unit for that year, with the exact amount to be determined from time to time by the Board. This contribution shall constitute a specific assessment against the Unit, and shall be in addition to, not in lieu of, any other assessments levied on the Unit and shall not in any way be construed as part of or identical to any such assessments or as an advance payment of any such assessments. This contribution shall be collected at the closing of the Unit and disbursed to the Association and shall be held in a separate reserve account until the Declarant no longer has the right to appoint and remove directors and officers of the Association, as set forth in Article III, Section 2 of the Bylaws. This contribution shall not apply to 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, but shall apply to the Owner acquiring the Unit from the foreclosing Mortgagee.

(l) Master Association Assessment. The Master Association Assessment shall be allocated equally among all Units (except for specific assessments as provided for in Article IV, Section 9 of the Master Declaration). Notwithstanding the above, the Master Association Assessment shall be a line item in the Association budget and shall be paid to the Master Association and shall have first priority in payment out of the income of the Association. This assessment obligation shall be enforceable by the Master Association against the Association as provided in the Master Declaration. The Association shall pay to the Master Association its share of the Master Association Assessment on a monthly basis. This subsection shall not be amended without the prior written consent of the board of directors of the Master Association.

12. INSURANCE.

The Association shall obtain and maintain at all times, as a Common Expense, insurance as required by O.C.G.A. Section 44-3-107, as amended, and as required herein. The Association's insurance policy shall cover any of the following types of property contained within a Unit, regardless of ownership: (a) fixtures, improvements and alterations that are a part of the building or structure; and (b) appliances, such as, without limitation, those used for refrigerating, ventilating, cooking, dishwashing, laundering, security or housekeeping. The Association's

insurance policy may exclude improvements and betterments made by the Owners 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 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 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 such Owner's 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 verify that the policies in force are adequate to meet the Association's needs and to satisfy O.C.G.A. Section 44-3-107. Such responsibility may be performed, and shall be deemed reasonably performed, by the Board requesting the Association's insurance agent to so verify.

(a) General. 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. 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 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; and

(v) an agreed value endorsement and an inflation guard endorsement.

(b) Company. 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) Losses. 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) Contribution; Owner Policies. In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by individual Owners or their Mortgagees. Each Owner shall notify the Board of all structural improvements made by the Owner to such Owner's Unit. Any Owner who obtains an individual insurance policy covering any portion of the Condominium, other than improvements and betterments made by such Owner at such Owner's expense and personal property belonging to such Owner, shall file a copy of such individual policy or policies with the Board within thirty (30) days after the purchase of such insurance. Such Owner shall also promptly notify the Board in writing in the event such policy is canceled.

(e) Other Insurance. In addition to the insurance required above, the Board shall obtain as a Common Expense:

(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 O.C.G.A. Section 44-3-107, as amended, and officers' and directors' liability insurance in such amounts as the Board may determine; the public liability insurance shall contain a cross liability endorsement;

(iii) fidelity bonds or dishonesty insurance, 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 of an amount in the 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 may be less than the foregoing 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 such company's services and the management company does not have the authority to draw checks on, or to transfer funds from, the Association's reserve account; or (c) two (2) members of the Board must sign any checks written on the reserve account; and

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

(f) Exclusions. 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 Survey or Floor Plans or included in the original mortgage, nor shall the Association include public liability insurance for individual Owners for liability arising within the Unit.

(g) No Priority for Disbursement. 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 Owner and the Mortgagee. This is a covenant for the benefit of any such Mortgagee and may be enforced by any such Mortgagee.

(h) Owner Insurance. Every Owner shall be obligated to obtain and maintain at all times insurance covering those portions of such Owner's 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. In the event that any Owner fails to obtain insurance as required hereunder, the Association may purchase such insurance on behalf of the Owner and assess the cost thereof to the Owner and such Owner's Unit, to be collected in the manner provided for collection of assessments under Section 11.

(i) Insurance Deductibles. In the event of an insured loss, any required deductible shall be paid by the Person or Persons who would be responsible for such loss in the absence of insurance; provided, however, the deductible amount per occurrence for coverage required by the Act that can be allocated to any one Unit Owner shall not exceed two thousand five hundred dollars (\$2,500.00). 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 Person's portion of the total cost of repair or otherwise as the Board determines to be equitable. Notwithstanding this, if the insurance policy provides that the deductible will apply to each Unit separately or to each occurrence, each Owner shall be responsible for paying any deductible pertaining to such Owner's Unit. If any Owner fails to pay the deductible when required hereunder, then the Association may pay the deductible and assess the cost to the Owner and such Owner's Unit pursuant to Section 9; provided, however, where the deductible is for insurance required under the Act, no Owner shall be assigned more than one thousand dollars (\$1,000.00), or such higher amount as authorized by the Act, as the cost of the deductible for any one occurrence.

(j) Payment of Claims to Delinquent Owners. Notwithstanding anything to the contrary herein, in the event of an insured loss under the Association's master hazard insurance policy for which the Association receives from the insurer payment for a loss sustained by an Owner who is delinquent in any payment owed to the Association, including, without limitation, any assessment under Section 11, the Association may retain and apply such proceeds to the delinquency. Any surplus remaining after application of the proceeds to any delinquency shall be paid by the Association to the affected Owner.

13. 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 Owners representing at least eighty percent (80%) of the total Association vote, including the Owner(s) of any damaged Unit(s), elect not to proceed with the reconstruction and repair of the structure, the Board or its agent shall arrange for and supervise the prompt repair and restoration of the structure. In the event of substantial damage or destruction, each institutional holder of a first Mortgage shall be entitled to written notice of the damage, and nothing in the Condominium Instruments shall be construed to afford a priority to any Owner with respect to the distribution of proceeds to any Unit.

(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 Unit(s) damaged in proportion to the damage to such Unit(s) or against all Units, 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 Section 11(e). If there are surplus funds after repair and reconstruction is completed, 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 on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair as 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.

14. ARCHITECTURAL CONTROLS.

(a) Architectural Standards. Except as provided herein, no Owner, Occupant, or any other Person (including, without limitation, the Association) may make any encroachment onto the Common Elements or Limited Common Elements, or make any exterior or interior change, alteration, or construction in or to a Unit (including painting, utility work and/or alteration, installation of alarms and/or alarm systems, and landscaping), nor erect, place or post any object, sign, clothesline, speaker/intercom, playground equipment, light, storm door, window screens (on the retail side of the Condominium only) or window, door knob or knocker, artificial vegetation, exterior sculpture, fountains, flags, or thing on the exterior of the buildings (except for reasonable seasonal decorations displayed in only windows between Thanksgiving and January 15), in any windows (except window treatments as provided herein), on any Limited Common Elements or on any other Common Elements or in the rear courtyards of the Units, without first obtaining the prior written approval of the Architectural Control Committee (ACC); in addition to approval by the ACC, any and all of the foregoing shall be subject to prior written approval by the Master Association, as provided in the Master Declaration, and by the owner of the Commercial Property (which shall be deemed to be the commercial association formed to manage the Commercial Property, if any). Any application vetoed or disapproved by the Master Association or the owner of the Commercial Property shall be disapproved by the ACC, Board and Association. 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. Notwithstanding the above, Declarant and its affiliates shall not be required to obtain any approvals under this Section.

Applications for approval of any such modification or addition shall be in writing and shall provide such information as the ACC or Master Association or owner of the Commercial Property may reasonably require. The Master Association, the owner of the Commercial Property and the ACC shall be the sole arbiters of such application and each may withhold approval for any reason, including purely aesthetic considerations, and each shall be entitled to stop any construction which is not in conformance with approved plans. Pursuant to the terms of Article X of the Master Declaration, any application for additions or alterations approved by the ACC shall be immediately forwarded to the Master Association's architectural control authority for review as provided in the Master Declaration; such application shall also be immediately forwarded to the owner of the Commercial Property for review. If an application is vetoed by the Master Association or owner of the Commercial Property, the notice to the Owner shall so state and shall set forth any appeal rights that may be provided. The Board or ACC may publish written architectural standards for exterior, interior and Common Element alterations or additions. Any such architectural standards shall be submitted to and actually received by, and shall be subject to prior written approval by, the Master Association architectural control authority and the owner of the Commercial Property. All activities pursuant to said plans which have been approved or deemed approved shall be consistent with such plans and shall be consistent and in accordance with, and may not violate, this Declaration or any architectural standards.

If the ACC or Master Association or owner of the Commercial Property fails to approve or to disapprove such application within forty-five (45) days after the application and all

information as may be reasonably required have been submitted to it and actually received by it, approval will not be required and this subsection will be deemed complied with; provided, however, even if the requirements of this subsection are satisfied, nothing herein shall authorize anyone to construct or maintain any structure or improvement that is otherwise in violation of the Declaration, the Bylaws, or the rules and regulations, or in violation of the Master Declaration or the Master Association's bylaws and rules and regulations.

(b) Architectural Control Committee. The ACC shall constitute a standing committee of the Association and shall consist of the Board unless the Board delegates to other Owners the authority to serve on the ACC. The chairperson of the ACC shall be a Board member.

(c) Condition of Approval. As a condition of approval for requested construction, change, addition, or alteration, an Owner, on behalf of such Owner and such Owner's successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement and insurance of such construction, change, modification, addition, or alteration. It is the responsibility of each Owner to determine on such Owner's own behalf what modifications have been made to such Owner's Unit by any predecessor-in-interest. In the discretion of the ACC and/or Master Association and/or the owner of the Commercial Property, an Owner may be made to verify such condition of approval by written instrument in recordable form acknowledged by such Owner. The ACC and/or Master Association and/or owner of the Commercial Property also may establish such other conditions of approval as each may determine necessary or appropriate, including reasonable construction commencement and completion times.

(d) Limitation of Liability. Review and approval of any application hereunder may be made on any basis, including solely the basis of aesthetic considerations only. The Board, the ACC, their respective members, and the Association, the Master Association, the owner of the Commercial Property, the Declarant and its affiliates, and their respective officers, directors, employees and agents, shall not bear any responsibility for ensuring the design quality, structural integrity or soundness of approved construction or modifications, or for ensuring compliance with building codes, zoning regulations and other governmental requirements. The Board, the ACC, their respective members, and the Association, the Master Association, the owner of the Commercial Property, the Declarant and its affiliates, and their respective officers, directors, employees and agents, shall not 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.

(e) No Waiver of Future Approvals. Each Owner acknowledges that the Board, ACC members and representatives of the Master Association and the owner of the Commercial Property will change from time to time and that interpretation, application and enforcement of the architectural standards may vary accordingly. Each Owner further acknowledges that different architectural and other standards may be adopted and/or applied for different parts of the Condominium, based on street visibility, location of proposed modification in a building, or other criteria reasonably determined. Approval hereunder 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.

(f) Enforcement. Any construction, alteration, or other work done in violation of this

Section shall be deemed to be nonconforming. Upon written request from the Board or the owner of the Commercial Property, 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 do so, the Board or owner of the Commercial Property shall have the right to enter the property and do so. All costs thereof, including, without limitation, reasonable attorney's fees, shall be chargeable to, and collectable from, such Owner and/or shall be an assessment and lien against such Owner's Unit, collectable in the manner provided under Section 11 for the collection of assessments.

In addition, the Board shall have the authority and standing, on behalf of the Association and the owner of the Commercial Property, to impose reasonable fines for violation of this Section. The Board, on behalf of the Association, may pursue all legal and equitable remedies available to enforce the provisions of this Section and decisions made pursuant thereto. Furthermore, the Board and the owner of the Commercial Property shall have the authority to record, in the land records of the county in which the Condominium is located, notices of violation of the provisions of this Section.

If any Owner or Occupant makes any change, alteration, or construction (including landscaping) upon the Common Elements or Limited Common Elements in violation hereof, such Owner or Occupant does so at such Owner's or Occupant's sole risk and expense, and subject to possible removal by the Board or Master Association or owner of the Commercial Property at any time. However, if the change, alteration or construction is permitted to remain on the Common Elements or Limited Common Elements, it shall so remain without reimbursement to the Owner or Occupant for any expense such Owner or Occupant may have incurred in making the change, alteration or construction.

Any and all rights and powers vested in the Master Association under this Section may be exercised by and through the Master Association's board of directors, on behalf of the Master Association. Any and all rights and powers vested in the owner of the Commercial Property under this Section may be exercised by and through the board of directors of any commercial association that might be formed to manage the Commercial Property.

(g) Commencement and Completion of Construction. All changes, modifications and improvements approved hereunder must be commenced within one hundred eighty (180) days from the date of approval. If such work is not commenced within such time period, then such approval shall be deemed revoked, unless the ACC (with prior approval from the Master Association and the owner of the Commercial Property) gives a written extension for commencing the work. All work approved hereunder shall be completed in its entirety within ninety (90) days from the date of commencement, unless otherwise agreed in writing by the ACC (with prior approval from the Master Association and the owner of the Commercial Property). All approved changes, modifications, and improvements must be completed in their entirety. An Owner may not construct only a portion or part of an approved change, modification, or improvement.

15. USE RESTRICTIONS.

Each Owner shall be responsible for ensuring that the Owner's family, guests, tenants and Occupants comply with all provisions of the Condominium Instruments and the Association's rules and regulations, as well as with the Master Declaration and the bylaws and rules and regulations of the Master Association. Furthermore, each Owner and Occupant shall always endeavor to observe and promote the cooperative purposes for which the Association was established. In addition to any rights the Association, Master Association or owner of the Commercial Property may have against the Owner's family, guests, tenants or Occupants, as a result of such person's violation of the Condominium Instruments, the Master Declaration or the bylaws and rules and regulations of the Master Association, the Association, Master Association and/or owner of the Commercial Property may take action hereunder against the Owner as if the Owner committed the violation in conjunction with the Owner's family, guests, tenants or Occupants.

In addition to the following use restrictions, the Board may adopt rules and regulations in accordance with the terms hereof, of the Bylaws, and of the Master Declaration. Such rules, regulations and use restrictions shall be distributed or otherwise made available (in a manner deemed reasonable by the Board) to all Owners and Occupants prior to the date that they are to become effective and shall thereafter be binding upon all Owners and Occupants until and unless overruled, canceled or modified in a regular or special meeting by a majority of the total Association vote.

(a) Use of Units. 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, except that the Owner or Occupant residing in a Unit may conduct ancillary business activities within the Unit so long as:

(i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside of the Unit;

(ii) the business activity does not involve visitation of the Unit by employees, clients, customers, suppliers or other business invitees in greater volume than would normally be expected for guest visitation to a Unit without business activity;

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

(iv) the business activity does not unreasonably increase traffic in the Condominium (other than by a reasonable number of deliveries by couriers, express mail carriers, parcel delivery services and other such similar delivery services);

(v) the business activity does not increase the insurance premium paid by the Association or Master Association or the owner of the Commercial Property, or otherwise negatively affect the Association's or Master Association's or owner of the Commercial Property's ability to obtain insurance coverage;

(vi) the business activity is consistent with the residential character of the Condominium and does not constitute a nuisance or a hazardous or offensive use, or threaten the

security or safety of other residents of the Condominium, as determined in the Board's discretion; and

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

The terms "business" and "trade," as used herein, shall 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: (1) such activity is engaged in full- or part-time; (2) such activity is intended to or does generate a profit; or (3) a license is required therefor. Notwithstanding the above, the use of a Unit by an on-site management agent operating on behalf of the Association, Master Association or owner of the Commercial Property shall not be considered a trade or business within the meaning of this subsection. The Board shall have the sole discretion to determine what, if anything, is unreasonable about a particular business activity.

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

(b) Number of Occupants. The maximum number of individuals occupying a Unit shall be limited to two (2) people per bedroom in the Unit (as such bedrooms are depicted on the original Survey and Floor Plans). "Occupancy," for purposes hereof, shall be defined as staying overnight in a Unit for a total of more than thirty (30) days, either consecutive or nonconsecutive, in any calendar year. Upon written application, the Board may grant variances to this restriction to comply with provisions of the Fair Housing Amendments Act of 1988 or any amendments thereto.

If an Owner is a corporation, partnership, limited liability company, trust or other legal entity not being a natural person, the entity shall designate in writing to the Board the name(s) of the individual(s) who will occupy the Unit. The designated individual(s) to occupy the Unit may not be changed more frequently than once every six (6) months.

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

(i) Alterations to the Interiors of the Units. No Owner or Occupant may make any alteration which involves connecting to Common Element pipes, lines, conduits and/or other apparatus for access to common utilities without prior written Board approval (including, without limitation, installation of washers and dryers). No Owner or Occupant shall make any modifications (interior or exterior) to, or place an excessive load on, any structural or load bearing portions of a Unit or building without prior written Board approval. Such approval shall not be granted by the Board unless the Owner has presented to the Board a report or drawing prepared by a licensed structural engineer showing that compensating measures will be taken to ensure the structural integrity of the Unit, the building and the Condominium. All building code requirements must be complied with by the Owner or Occupant and necessary permits and approvals secured by the Owner or Occupant for any modifications. Notwithstanding the above, an Owner desiring to make

any modifications or alterations to a Unit, regardless of whether such Owner believes that such modifications will affect the Common Elements or structure or load bearing portions of a Unit or building, must make application to the Board in order for the Board to make the determination of whether the Board's approval is required.

In accordance with O.C.G.A. Section 44-3-90, if any Owner acquires an adjoining Unit, such Owner shall have the right (subject to the prior written approval of the Mortgagees of the Units involved) to remove all or any part of any intervening partition or to create doorways or other apertures therein, notwithstanding the fact that such partition may, in whole or part, be part of the Common Elements, so long as (aa) no portion of any structural or load bearing wall, column or other portion of the building or Unit(s) is materially weakened or removed, (bb) the Board has approved plans for the foregoing, and (cc) no portion of any Common Elements is damaged, destroyed or endangered, other than that partition and any chutes, flues, ducts, conduits, wires or other apparatus contained therein, which shall be relocated by such Owner if such facilities serve any other part of the Condominium. The alterations permitted by this subsection shall not be deemed an alteration or relocation of boundaries between adjoining Units and will not change percentage interest in and to the Common Elements and the allocation of votes and Common Expenses.

(ii) Relocation of Boundaries. Boundaries between adjoining Units may be relocated only in accordance with the provisions of O.C.G.A. Section 44-3-91 and this Declaration and, for so long as Declarant owns at least one (1) Unit, only with the prior written consent of the Declarant. The Declarant shall have the right to relocate boundaries between Units owned by the Declarant or its affiliates without the approval of the Association, the Board, the ACC or any other Person or group, and the Board shall take such steps as may be necessary to have the required amendment(s) to the Declaration executed on behalf of itself and the Association, if and as necessary.

(iii) Subdivision of Units. No Unit shall be subdivided into a smaller Unit or Units. Notwithstanding anything to the contrary contained herein, the Declarant shall have the right to subdivide a Unit or Units owned by the Declarant or its affiliates without the approval of the Association, the Board, the ACC or any other Person or group, and the Board shall take such steps as may be necessary to have the required amendment(s) to the Declaration executed on behalf of itself and the Association, if and as necessary.

(d) Outbuildings. No structure of a temporary character, such as, without limitation, trailers, tents, shacks, carports, garage, barn or other outbuilding, shall be erected on any portion of the Condominium at any time without prior written Board approval, other than such as is erected by Declarant or its affiliates.

(e) Use of Common Elements. There shall be no obstruction of the Common Elements, nor shall anything be kept on, parked on, stored on or removed from any part of the Common Elements, without prior written Board consent, except as specifically provided herein. There shall be no use of the roofs of the Condominium buildings by the Owners, or by their family members, guests, tenants, invitees, agents and contractors, or by anyone else. The Association and its agents and contractors shall have access to the roofs for performing the Association's maintenance and repair responsibility, and otherwise as determined by the Board. There shall be no

gardening or landscaping on the Common Elements without prior written Board consent. This subsection shall not apply to the Declarant or its affiliates so long as the Declarant or its affiliates shall own at least one (1) Unit.

(f) Use of Limited Common Elements. Use of the Limited Common Elements is restricted exclusively to the Owner(s) of the Unit(s) 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, and the restrictions applicable to the Common Elements shall also apply to the Limited Common Elements.

There may be a balcony and/or deck and/or patio attached to and serving one or more or all of the Units. The following is prohibited unless approved in writing pursuant to the architectural control provisions of Section 14: placement of any object or thing on or about any such balcony/deck/patio, except for deck furniture, plants and containers as may be allowed under guidelines issued the Association; any change, alteration or construction to, on or about any such balcony/deck/patio; or penetration or enclosure of any such balcony/deck/patio.

(g) Prohibition of Damage, Nuisance and Noise. Without prior written consent of the affected party, nothing shall be done or kept on the Condominium which would increase the rate of insurance for the Association, the Master Association, the owner of the Commercial Property or any Unit, which would be in violation of any statute, rule, ordinance, regulation, permit or other governmental requirements, or which would increase the Common Expenses or expenses of the Master Association or owner of the Commercial Property.

It is the nature of multi-family properties (of which the Condominium is a part) that dwelling Units are built in close proximity to one another (resulting in sharing of common walls, floors and ceilings) and that noise is frequently audible from one Unit to the next no matter how much sound proofing is attempted. It is therefore mandatory, for the mutual interest and protection of all Owners, lessees and other Occupants within the Condominium, to recognize that acoustical privacy is achieved only through understanding and compliance with certain limitations and restrictions. It is recognized that sound insulation from an adjacent occupancy in a manner comparable to a detached single-family residence is impossible to attain, and Owners and Occupants hereby acknowledge and accept that limitation. Owners and Occupants acknowledge that there will usually be some audio awareness of one's neighbors, depending upon the situation. Modification of design of the structures, or related components thereof, by Owners and Occupants could alter sound insulation. Accordingly, all such modifications are regulated by this Declaration, and the Owners and Occupants should review the Declaration for further information with respect to sound attenuation. Additionally, all furniture parts in contact with the floor should have rubber castors or felt pads to minimize noise and vibration attributable to moving furniture.

Noxious, destructive or offensive activity shall not be carried on within the Condominium. No Owner or Occupant of a Unit 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 of, or unreasonably annoy, disturb or cause embarrassment or discomfort to, other Owners or Occupants, or which constitutes, in the sole opinion of the Board, a nuisance. Owners and Occupants shall not