

undertake or pursue hobbies or other activities within a Unit which can be heard in any other Unit. In addition, no Owner or Occupant of a Unit may use or allow the use of the Unit or the Common Elements in any manner which creates disturbing noises, including, without limitation, window air conditioning units, window fans, and use of stereo speakers, home theaters and/or related equipment that will, in the sole discretion of the Board, interfere with the rights, comfort or convenience of the other Owners or Occupants. Specifically, speakers, intercoms and/or home theater equipment may not be installed on the common/partition walls of Units, but only on interior walls and ceilings of Units. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the Community. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes, screaming, shouting, excessively loud talking, fighting, raucous behavior, insobriety, playing loud music or television, use of any alarm, equipment, or device, mechanical or otherwise which creates or produces excessively loud sounds or any vibrations, or any conduct which creates any noxious or offensive odors outside a home shall be located, used, placed, installed or maintained upon any the exterior of any Unit, or any portion thereof, unless required by law. The inconvenience complained of shall not be fanciful, or such as would affect only one of fastidious taste, but it shall be such as would affect an ordinary, reasonable person as determined in a particular instance by the Board. This provision shall not apply to any Unit(s) owned by the Declarant. Nothing herein, however, shall be construed to affect the rights of an aggrieved Owner to proceed individually for relief from interference with such Owner's property or personal rights.

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

All Owners and Occupants acknowledge and understand that the Units are located above the Commercial Association's Units and adjacent areas that are not part of the Condominium. Such Owners and Occupants hereby waive and release Declarant from any claims regarding the operation of these areas that are not part of the Condominium (including, without limitation, claims for noise, traffic or odors).

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

No damage to or waste of the Common Elements, or any part thereof, shall be permitted by any Owner or member of such Owner's family or any invitee of any Owner. Each Owner shall indemnify and hold harmless the Association, the other Owners, the Declarant and its affiliates, the Master Association and the owner of the Commercial Property, and the directors, officers, employees and agents of each of the foregoing, from and against any and all loss to any such Person resulting from any such damage or waste caused by such Owner, members of such Owner's family,

such Owner's or family members' guests and invitees, or Occupants of such Owner's Unit.

(h) Firearms and Fireworks. The display or discharge of firearms or fireworks within the Condominium is prohibited; provided, however, that the display of lawful firearms is permitted by law enforcement officers and also is permitted for the limited purpose of transporting firearms to or from a Unit. The term "firearms" includes, without limitation, "B-B" guns, pellet guns, and other guns and 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.

(i) Animals. No Owner or Occupant may keep animals, other than a reasonable number of generally recognized household pets, on any portion of the Condominium, all as determined in the discretion of the Board. No Owner or Occupant may keep, breed or maintain any animal for any commercial purpose. No structure for the care, housing, or confinement of any animal shall be constructed or maintained on any part of the Common Elements, including Limited Common Elements, without prior written ACC approval (and in accordance with Section 14). Dogs must be kept on a leash and be under the physical control of a responsible person at all times while outdoors, except that dogs need not be leashed within an enclosed balcony, deck or courtyard when attended by a person. Any animal feces left upon the Common Elements must be removed immediately by the owner of the animal or the person responsible for the animal. Animals shall also be subject to such reasonable rules and regulations as the Board of Directors may adopt.

No potbellied pigs, venomous snakes, pit bulldogs, rottweillers, doberman pinchers, or other animals determined in the Board's sole discretion to be dangerous may be brought onto or kept on the Condominium at any time. The Board may require that any animal which, in the Board's opinion, endangers the health of any Owner or Occupant, or creates a nuisance or unreasonable disturbance, be permanently removed from the Condominium upon seven (7) days' written notice. If the Owner or Occupant fails to do so, the Board may remove the animal. Any animal which, in the Board's sole discretion, presents an immediate danger to the health, safety or property of any Person may be removed by the Board without prior notice to the animal's owner.

Any Owner or Occupant who keeps or maintains any animal upon the Condominium shall be deemed to have agreed to indemnify and hold harmless the Association, the Declarant and its affiliates, the Master Association and the owner of the Commercial Property, and the directors, officers, employees, agents and tenants of each of the foregoing, from and against any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such animal within the Condominium.

(j) Parking. No Owner or Occupant may keep or bring onto the Condominium more than a reasonable number of vehicles per Unit at any time, as determined by the Board. The Board may adopt reasonable rules limiting the number of vehicles which may be parked at the Condominium. Vehicles may be parked only in designated parking spaces or other areas authorized in writing by the Board. Unless and except to the extent that the Occupants of a Unit shall have more vehicles than the number of garage parking spaces serving their Unit, all vehicles shall be parked within such garage parking spaces or in the additional parking space(s) assigned to the Unit as more specifically shown on Exhibit "B" attached hereto and incorporated herein by referenced.

Disabled and stored vehicles are prohibited from being parked on the Condominium. For purposes hereof, a vehicle shall be considered "disabled" if it does not have a current license tag or is obviously inoperable. A vehicle shall be considered "stored" if it remains on the Condominium for fourteen (14) consecutive days or longer without prior written Board permission (the intent of this provision is that vehicles not be stored on the Condominium, and the temporary removal of a vehicle to break the continuity of the fourteen (14) day period shall not be sufficient to establish compliance with this restriction).

Boats, trailers, panel trucks, buses, trucks with a load capacity of one (1) ton or more, vans (excluding minivans or utility vehicles used as non-commercial passenger vehicles and receiving a "car" or "passenger vehicle" classification by the Georgia Department of Motor Vehicles), recreational vehicles (RVs and motor homes), vehicles used primarily for commercial purposes, and vehicles with commercial writings on their exteriors are also prohibited from being parked on the Condominium except in areas designated by the Board as parking areas for particular types of vehicles. Notwithstanding the above, trucks, vans, commercial vehicles and vehicles with commercial writings on their exteriors shall be allowed temporarily on the Common Elements during normal business hours for the purpose of serving any Unit or the Common Elements, but no such vehicle shall remain on the Common Elements overnight or for any purpose, except serving a Unit or the Common Elements, without prior written Board consent.

If any vehicle is parked on any portion of the Condominium in violation hereof or in violation of the Association's rules, the Board or agent of the Association may place a notice on the vehicle specifying the nature of the violation and stating that after twenty-four (24) hours the vehicle may be towed. The notice shall include the name and telephone number of an individual 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 which will do the towing. If twenty-four (24) hours after such notice is placed on the vehicle the violation continues or 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 a Unit or parking space, is obstructing the flow of traffic, is parked on any grassy area, is parked in a space which has been assigned as exclusively serving another Unit, 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 subsection, the Declarant, its affiliates, the Association, the Master Association and the owner of the Commercial Property, and any director, officer, employee, agent or tenant of any of the foregoing, shall not 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.

(k) Abandoned Personal Property. Personal property, other than vehicles as provided for in Section 15(j), is prohibited from being stored, kept, or allowed to remain for more than twenty-four (24) hours upon any portion of the Common Elements, without prior written Board permission. If the Board determines that a violation exists, then, not less than two (2) days after written notice is placed on the personal property and/or on the front door of the property owner's

Unit, if known, the Board may remove the personal property and either discard or store the personal property in a location which the Board may determine, and the Board shall have no obligation to return or replace such property or reimburse the owner of the property. The notice shall include the name and telephone number of the Person which will remove the property and the name and telephone number of an individual to contact regarding the alleged violation.

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

The Declarant, its affiliates, the Association, the Master Association and the owner of the Commercial Property, and any director, officer, employee, agent or tenant of any of the foregoing, shall not be liable to any Person for any claim of damage resulting from the removal activity in accordance herewith. The Board may elect to impose fines or use other available remedies, rather than exercise its authority to remove property hereunder.

(l) Heating of Units 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 the Units shall be maintained with the heat in an "on" position and at a minimum temperature setting of fifty-five degrees (55°) Fahrenheit (except during power failures or periods when heating equipment is broken) whenever the temperature is forecasted to or does reach thirty-two degrees (32°) Fahrenheit or below. Owners and Occupants 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. If during the months specified above the heating equipment is not working properly, the Owner or Occupant shall immediately inform the Board of this failure of the equipment and of the time needed to repair the equipment. The Board may fine any Owner or Occupant and/or cause the water service to the violator's Unit to be discontinued for violation hereof, in addition to any other remedies of the Association.

(m) Signs. Except as may be provided for herein, required by legal proceedings, or erected by Declarant and its affiliates in their sole discretion, no sign of any kind shall be erected or displayed by an Owner or Occupant within the Condominium without the prior written consent of the Board except one (1) professional security sign consistent with the Community-Wide Standard not to exceed four inches (4") by four inches (4") in size displayed from within a Unit. In addition, in connection with a bona-fide offer to sell or lease a Unit, one (1) professionally lettered "For Sale" or "For Rent" sign consistent with the Community-Wide Standard may be displayed from within a Unit, but only if (i) the sign has a maximum area of four (4) square feet, and (ii) the content of the sign and anything else attached to, associated with or in the vicinity of the sign states or conveys only that the Unit is for sale or for rent and the name and telephone number of the person to contact for additional information. Any other type of "For Sale" or "For Rent" sign shall not be permitted in the Condominium. The Board shall have the right to erect any reasonable and appropriate signs. The Board may impose a fine against any Owner or Occupant of up to Five Hundred Dollars (\$500.00) per day for violations of

this Section in addition to any other remedies of the Association. Any fine imposed pursuant to this Section shall be deemed an assessment against the Unit and may be collected in the same manner as provided herein for collection of assessments.

In accordance with the Freedom to Display the American Flag Act of 2005, Declarant or the Association shall not enact any rule or regulation which has the effect of prohibiting any Owner from displaying the flag of the United States of America on any Unit in the Condominium; provided, however, the Declarant, the Association or the ACC, as applicable, shall be entitled to enact reasonable time, place and manner restrictions pertaining to the display of any flag located on a Unit in the Condominium.

(n) Antennas and Satellite Dishes. No exterior antenna, receiving dish or similar apparatus of any kind for receiving or transmitting of radio or video signals shall be placed, allowed or maintained on the exterior of the Buildings or on any other Common Elements, without first obtaining the written approval of the Board of Directors; provided, however, no such approval shall be necessary to install within a Unit (a) antennas designed to receive direct broadcast satellite services, including direct-to-home satellite services or to receive or transmit fixed wireless signals via satellite, that are one meter or less in diameter; (b) antennas designed to receive video programming services via broadband radio service or to receive or transmit fixed wireless signals other than via satellite that are one meter or less in diameter or diagonal measurement; or (c) antennas that are designed and intended to receive television broadcast signals. Any antenna, receiving dish or similar apparatus must also be approved as provided in the Master Declaration. Installation of any permitted antenna shall be in accordance with any applicable rules and regulations of the Association and/or the Master Association, subject to the applicable provisions of any rules and regulations of the Federal Communications Commission.

In the event of a transfer of the Unit which includes a satellite dish or antenna, the grantee shall assume all responsibility for the satellite dish or antenna and shall comply with this Declaration, the Bylaws and the rules and regulations regarding satellite dishes and antennas, including, but not limited to, those requirements relating to maintenance and removal of satellite dishes or antennas.

The Board and Declarant (and its affiliates) reserve the right to (but shall not be obligated to) erect any type and size of master antenna, satellite dish or other similar master system for the benefit of the Condominium. Each Owner and Occupant acknowledges that this provision benefits all Owners and Occupants and each Owner and Occupant agrees to comply with this provision despite the fact that the erection of an individual outdoor antenna or similar device would be the most cost-effective way to receive the signals sought to be received.

(o) Rubbish, Trash and Garbage. All rubbish, trash and garbage shall be regularly removed from the Units and shall not be allowed to accumulate therein. No garbage or trash shall be placed on the Common Elements or Limited Common Elements outside Units, temporarily or otherwise, except in trash dumpsters. Rubbish, trash and garbage shall be disposed of in sealed plastic bags and placed either in the trash dumpsters or proper trash receptacles designated by the Board for collection or removal from the Condominium.

(p) Unightly or Unkempt Conditions. The pursuit of hobbies or other activities, including, but not limited to, the assembly and disassembly of motor vehicles and other

mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions shall not be pursued or undertaken on any part of the Condominium. Clothing, bedding, rugs, mops, appliances, indoor furniture and other household items shall not be placed or stored outside the Units.

(q) Garage Sales. Garage sales, yard sales, flea markets, or similar activities are prohibited unless approved in writing by the Board.

(r) Window Treatments. The color of all window treatments visible from outside the Unit must be white or off-white. Bed sheets, blankets, paper and similar type items shall not be used as window treatments. No foil or other reflective material shall be used on any windows for sunscreens, blinds, shades or any other purpose. No window screens shall be installed or used on any window on the retail/commercial side of the Condominium.

(s) Grilling. The use of outdoor grills on or in the Condominium, including, without limitation, the balconies, patios and decks, is prohibited, except that outdoor grills may be used in the rear courtyard area of a Unit.

(t) Replacing Carpet with Tile or Hardwood Floors. Other than the Declarant, no Owner, Occupant, or any other Person may replace carpeting with a tile, marble, vinyl or hardwood floor, or other hard surfaced flooring material, without first obtaining approval as set forth in Section 14. Among other factors, it may be considered whether the change will cause noise to any other property which will exceed the average noise level in property below Units with carpeted floors and whether the weight of the proposed flooring is appropriate and will not cause problems to the structure or subflooring. The Owner applying for such approval shall provide information regarding these factors, as well as other information requested regarding the proposed flooring and its effect.

(u) Transient Use. No transient tenants or Occupants shall be accommodated in a Unit.

(v) Solar/Wind Devices. Except for devices placed, allowed or maintained by Declarant or its affiliates, no artificial or man-made device which is designed or used for collection of or heating by solar and/or wind energy or other similar purposes shall be placed, allowed or maintained upon any portion of the Condominium, including any Unit, without the prior written consent of the Board or its designee.

(w) Exterior Colors. Unless otherwise maintained by the Master Association or owner of the Commercial Property, exterior maintenance of Units, including, without limitation, painting, is the responsibility of the Association, and no Person may paint or otherwise alter the exterior of any Unit or improvements constructed or maintained thereon without the prior written consent of the Board or its designee.

(x) Mailboxes. No mailboxes and appurtenant posts and/or structures shall be erected without the prior written approval of the Board or its designee. Generally, the foregoing must be of the same type and color as that originally installed by Declarant or its affiliates.

(y) Entry Features and Street Signs. No Person shall alter, remove or add

improvements to any entry features, directional signage or street signs constructed within the Condominium, or any part of any easement area associated therewith, without the prior written consent of the Board or its designee.

(z) Declarant Right. Notwithstanding any provisions contained in this Declaration to the contrary, for so long as Declarant owns at least one (1) Unit, it shall be expressly permissible for Declarant and its affiliates, contractors, agents, employees, assigns and representatives to maintain and carry on, upon such portion of the Condominium as Declarant may deem necessary, such facilities and activities as in the Declarant's sole opinion may be reasonably required, convenient or incidental to the repair (if any) and sale of the Units, including, but without limitation, business offices, signs, model units, construction trailers and sales offices. The right to maintain and carry on such facilities and activities shall include specifically the right to use the parking facilities in the Condominium for such purposes and to use the Units owned by Declarant and its affiliates as model units and as offices for the sale of the Units and related activities.

(aa). Swimming Pools. No swimming pools, spas or hot tubs shall be permitted in the Condominium unless installed by Declarant in the original construction of the Units.

(bb) Traffic Regulations. All vehicular traffic on any private streets or alleys in the Condominium shall be subject to the provisions of the state and local laws concerning operation of motor vehicles on public streets. The Association is hereby authorized to promulgate, administer, and enforce reasonable rules and regulations governing vehicular and pedestrian traffic, including reasonable safety measures and speed limits and including modifications of those in force on public streets, within the Condominium. The Association shall be entitled to enforce same by establishing such enforcement procedures as it deems appropriate, including levying fines for the violation thereof. In the event of a conflict between such provisions of state and local laws and such rules and regulations promulgated by the Association, the rules and regulations of the Association shall govern. Only drivers properly licensed to operate motor vehicles on the public roads within the State of Georgia may operate any type of motor vehicle within the Condominium. All vehicles of any kind and nature which are operated on the streets or alleys in the Condominium shall be operated in a careful, prudent, safe, and quiet manner and with due consideration for the rights of all Owners and Occupants.

(cc) Sidewalks. Other than sidewalks and walkways constructed in the Condominium by the Declarant, all sidewalks and walkways are subject to approval or disapproval by the ACC.

(dd) Mailboxes. No mailboxes and appurtenant posts and/or structures shall be erected without the prior written approval of the Board or its designee. Generally, the foregoing must be of the same type and color as that originally installed by the Declarant or its affiliates.

(ee) Clotheslines, Garbage Cans, Woodpiles, Etc. All clotheslines, garbage cans, woodpiles, and other similar items shall be located or screened so as to be concealed from view of neighboring Units, streets and property located adjacent to the Unit. All rubbish, trash and garbage shall be regularly removed from the Unit and shall not be allowed to accumulate thereon. No garbage or trash shall be placed on the Common Property, temporarily or otherwise, except as provided herein. Notwithstanding the foregoing, the Association reserves the right to provide and maintain a dumpster for the use of residents within the Condominium.

The Association may, but shall not be required to, contract with a private trash collection company to pick up all usual and customary household trash on a regular basis. Trash and recycling receptacles shall be placed at the curb no earlier than 5:00 p.m. the day before pick up and shall be removed within twenty-four (24) hours. Trash pick up shall also be subject to such reasonable rules and regulations as the Board of Directors may adopt.

(ff) Lighting. No exterior lighting shall be installed in the Condominium without the prior written consent of the Board or its designee, except for lighting originally installed by the Declarant or its affiliates and seasonal decorative lights during various holiday seasons (said holiday seasons shall be determined by the Board)..

(gg) Tree Removal. No trees shall be removed without the express prior written consent of the Board or its designee, except for (a) trees removed by Declarant or its affiliates; (b) diseased or dead trees; and (c) trees needing to be removed to promote the growth of other trees. The Board in its sole discretion may require that a removed tree be replaced with a similar tree.

(hh) Fences. No fence or fencing type barrier of any kind shall be placed, erected, allowed or maintained upon any portion of the Condominium, except as installed by Declarant (or its affiliates). Declarant may, but has no obligation to, install privacy fencing between, on or among one or more Units. The privacy fencing, if installed may not be located on the common Unit boundary lines and the failure of the common fencing to be located on the boundary shall not change or impact the location of the boundary regardless of any period of existence. The boundary lines of Units shall be and shall remain as shown on the recorded condominium plats for the Condominium. Any owner may use the property located on the Unit side of such privacy fence, whether or not located on the Owner's Unit, for any purpose allowed on other adjacent portions of the Owner's Unit, except that no permanent improvements may be constructed thereon. If Declarant installs common privacy fencing on portions of the Condominium, Declarant shall have no obligation to install such fencing in all similarly situated areas and may decline to do so at its sole discretion. All common privacy fencing originally installed by Declarant shall thereafter be maintained, repaired and replaced by the Association and the costs thereof shall be assessed against all Owners, whether or not such Owner's Unit is benefited by a common privacy fence. Owners shall not remove, alter, paint or modify the common privacy fencing in any way without obtaining prior written consent pursuant Article 14 hereof.

(ii) Detached and Converted Structures. No detached structures shall be placed, erected, allowed or maintained upon any Unit or within the Condominium unless installed by Declarant or its affiliates, without the prior written consent of the Board or its designee. All detached structures must be consistent in design materials and color with the dwelling on the Unit.

(jj) Courtyard Area Restrictions. Owners shall not (i) undertake any use of or affix any object to any wall, fence or other structure on an adjacent Unit; (ii) undertake any grading that would tend to prevent proper drainage of the courtyard area, or to promote soil erosion or to undermine support for the foundation of any wall, fence or other structure on an adjacent Unit; (iii) place or permit the accumulation of any soil or fill material against any wall, fence or other

structure on an adjacent Unit above the original grade; (iv) cause, suffer or permit any damage to any utility lines located within the Unit or interrupt or interfere with the maintenance and repair thereof; (v) construct, erect or install any structure upon, across, over, under or within the Unit or undertake any grading or fill or any other activity upon the Unit which violates any applicable governmental statute, ordinance, rule or regulation or the provisions of this Declaration; (vi) stack wood or permit trees, shrubbery or other vegetation to grow on the courtyard area which would cause damage to or interfere with the maintenance and repair of any wall, fence or the dwelling on an adjacent Unit; (vii) cause or permit any offensive contact (including, without limitation, any pounding or bouncing of objects) with any wall of the dwelling on an adjacent Unit; (viii) suffer or permit upon the courtyard area any activities by household pets or other animals which would tend to cause damage to or undermine support for any wall, fence or other structure serving an adjacent Unit; or (ix) cause or permit to exist any open, uncontained fire within the courtyard area of the Unit.

16. LEASING.

In order to preserve the character of the Condominium as predominantly owner-occupied, and to comply with the eligibility requirements for financing in the secondary mortgage market, leasing of Units shall be governed by the restrictions imposed by this Section. As used herein, "leasing" shall mean the regular, exclusive occupancy of a Unit by any Person(s) other than the Owner for which the Owner receives any direct or indirect monetary or economic benefit; the occupancy of a Unit by a roommate of an Owner then occupying a Unit shall not constitute leasing. Except as provided herein, the leasing of Units shall be prohibited.

(a) General. Owners desiring to lease their Units may do so only if they have applied for and received from the Board either a "leasing permit" or a "hardship leasing permit." Such a permit, upon its issuance, will allow an Owner to lease such Owner's Unit, provided that such leasing is in strict accordance with the terms of the permit and this Section. The Board shall have the authority to establish conditions as to the duration and use of such permits consistent with this Section. All leasing permits and hardship leasing permits shall be valid only as to a specific Owner and Unit and shall not be transferable between either Units or Owners (including a subsequent Owner of a Unit where a permit was issued to the Owner's predecessor in title). Units may be leased or used only in their entirety. There may be no leasing or use of living space over a garage as a separate residence. Units may be leased for residential purposes only. Units may be leased or used only in their entirety; no fraction or portion may be leased or used without prior written Board approval (e.g., any attached or detached garage or space therein may not be used by other than those Persons who occupy all other portions of the Unit).

(b) Leasing Permits. An Owner's request for a leasing permit shall be approved if current, outstanding leasing permits have not been issued for more than 25% of the total Units in the Condominium. A leasing permit shall be automatically revoked upon the happening of any of the following events: (i) the sale or transfer of the Unit to a third party (excluding sales or transfers to (a) an Owner's spouse, (b) a person cohabiting with the Owner, (c) a corporation, partnership, company, or legal entity in which the Owner is a principal, and (d) a trustee holding title to the Unit for the benefit of the Occupant); (ii) the failure of an Owner to lease such Owner's Unit within 90 days of the leasing permit having been issued; or (iii) the failure of an Owner to have such Owner's Unit leased for any consecutive 90-day period thereafter. If current

leasing permits have been issued for more than 25% of the Units, no additional leasing permits shall be issued (except for hardship leasing permits) until the number of outstanding current leasing permits falls below 25% of the total Units in the Condominium. Owners who have been denied a leasing permit shall automatically be placed on a waiting list for a leasing permit and shall be issued the same if they so desire when the number of current outstanding leasing permits issued falls to 25% or less of the total Units in the Condominium. The issuance of a hardship leasing permit to an Owner shall not cause the Owner to be removed from the waiting list for a leasing permit.

(c) Hardship Leasing Permits. If the failure to lease will result in a hardship, the Owner may seek to lease on a hardship basis by applying to the Board for a hardship leasing permit. The Board shall have the authority to issue or deny requests for hardship leasing permits in its discretion after considering the following factors: (i) the nature, degree, and likely duration of the hardship, (ii) the harm, if any, which will result to the Condominium if the permit is approved, (iii) the number of hardship leasing permits which have been issued to other Owners, (iv) the Owner's ability to cure the hardship, and (v) whether previous hardship leasing permits have been issued to the Owner. Hardship leasing permits shall be valid for a term not to exceed one (1) year. Owners may apply for additional hardship leasing permits. Hardship leasing permits shall be automatically revoked if during the term of the permit, the Owner is approved for and receives a leasing permit.

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

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

(ii) General. Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. All leases shall be in writing and in a form approved by the Board prior to the effective date of the lease. The Board may maintain and, upon request, provide a form which is deemed acceptable. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than one (1) year, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Within ten (10) days after executing a lease agreement for the lease of a Unit, the Owner shall provide the Board with a copy of the lease and the name of the lessee and all other people occupying the Unit. The Owner must provide the lessee copies of the Declaration, Bylaws, and the Association's rules and regulations, as well as the Master Declaration and the Master Association's bylaws and rules and regulations. Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed lessee; the Board's approval or disapproval shall be limited to the form of the proposed lease.

(iii) Liability for Assessments, Use of Common Elements, and Compliance with Declaration, Bylaws, and Rules and Regulations. Each Owner covenants and agrees that any lease of a Unit shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this

covenant, and the lessee, by occupancy of the Unit, agrees to the applicability of this covenant and incorporation of the following language into the lease:

(a) Compliance with Declaration, Bylaws, and Rules and Regulations. The lessee shall comply with all provisions of the Declaration, Bylaws, and Association rules and regulations adopted pursuant thereto, as well as the Master Declaration and the Master Association's bylaws and rules and regulations (collectively, "Governing Documents"), and shall control the conduct of all other Occupants and guests of the leased Unit in order to ensure such compliance. The Owner (lessor) shall cause all Occupants of such Owner's (lessor's) Unit to comply with the Governing Documents and shall be responsible for all violations by such Occupants, notwithstanding the fact that such Occupants of the Unit are fully liable and may be sanctioned for any such violation. If the lessee, or a person living with the lessee, violates the Governing Documents for which a fine is imposed, notice of the violation shall be given to the lessor and the lessee, and such fine may be assessed against the lessee in accordance with Article V, Section 2 of the Bylaws. If the fine is not paid by the lessee within the time period set by the Board, the lessor shall pay the fine upon notice from the Association of the lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the Unit.

Any violation of the Governing Documents by the lessee, any Occupant, or any guest of lessee, is deemed to be a default under the terms of the lease and authorizes the lessor to terminate the lease without liability and to evict the lessee in accordance with Georgia law. The lessor hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Governing Documents, including, without limitation, the power and authority to evict the lessee as attorney-in-fact on behalf and for the benefit of the lessor, in accordance with the terms hereof. If the Association proceeds to evict the lessee, any costs, including attorney's fees and court costs, associated with the eviction shall be an assessment and lien against the Unit.

(b) Use of Common Elements. The lessor transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the lessor has to use the Common Elements and the Master Association common property, including, but not limited to, the use of any and all recreational facilities and other amenities.

(c) Liability for Assessments. If lessor fails to pay any annual or special assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then lessor hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Board, lessee shall pay to the Association all unpaid annual and special assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by lessee. However, lessee need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board's request. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If lessee fails to comply herewith, lessee shall pay to the Association all amounts authorized under the Declaration as if lessee were the owner of the Unit. The above provision shall not be construed to release the lessor from any obligation, including the obligation for assessments, for which lessor would otherwise be responsible.

(e) Applicability. Notwithstanding the above, this Section shall not apply to any leasing transaction entered into by the Declarant, the Association, or 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, and they shall be permitted to lease without obtaining a permit.

17. SALE OF UNITS.

Except for the Declarant, an Owner intending to make a transfer or sale of a Unit or any interest in a Unit shall give written notice to the Board of such intention within seven (7) days after execution of the transfer or sales documents. The Owner shall furnish to the Board as part of the notice (i) the name and address of the intended grantee; and (ii) such other information as the Board may reasonably require. This provision shall not be construed to create a right of first refusal in the Association or in any third party.

Within seven (7) days after receiving title to a Unit, the Owner shall give written notice to the Board of such Owner's ownership of the Unit. Upon failure of an Owner to give the required notice within the seven (7) day time period provided herein, the Board may levy fines against the Unit and the Owner thereof, and assess the Owner for all costs incurred by the Association in determining such Owner's identity.

18. MAINTENANCE RESPONSIBILITY; SERVICES.

(a) Maintenance by the Owner. Except to the extent otherwise provided in Section 18(b), each Owner shall have the obligation to maintain and keep in good repair all portions of such Owner's Unit. This maintenance responsibility shall include, but not be limited to, the following: all glass surfaces (including exterior cleaning), windows, window frames and casings and locks (including caulking of windows); all doors, doorways, door frames, and hardware that are part of the entry system of the Unit (except for periodic painting or staining of the exterior surface of entry doors and door frames); the garage roof; balconies; the air conditioning compressor serving the Unit and the fan coil; heating and air conditioning equipment and meters assigned as Limited Common Elements of the Unit or otherwise serving the Unit; and all pipes, lines, ducts, conduits, or other apparatus which serve only the Unit, whether located within or without a Unit's boundaries (including all gas, electricity, water, sewer, or air conditioning pipes, lines, ducts, conduits, or other apparatus serving only the Unit).

In addition, each Owner shall have the responsibility:

(i) to keep in a neat, clean and sanitary condition any Limited Common Elements serving such Owner's Unit;

(ii) to perform such Owner's responsibility in such manner so as not to unreasonably disturb other persons in other Units;

(iii) to promptly report to the Association or its agent any defect or need for repairs for which the Association is responsible; and

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

(b) Maintenance by the Association. Subject to the terms of the Master Declaration, the Association shall maintain and keep in good repair as a Common Expense the Area of Common Responsibility not maintained by the Master Association or the owner of the Commercial Property. The Area of Common Responsibility includes, without limitation, the following:

(i) all Common Elements, including any Limited Common Elements (including, without limitation, decks, patios, trellises, courtyards and arbors as installed by Declarant), but excluding all improvements made by an Owner to such Limited Common Elements, and including all portions of the roof and the roof support systems, including the roof joists and cross braces, except for such portions of the roof that are maintained by the owner of the Commercial Property; and

(ii) periodic painting and/or staining of exterior surfaces of the Condominium buildings and of entry doors and door frames, including garage doors (but not including any maintenance of the mechanical systems associated therewith), on a schedule to be determined by the Board; provided, however, the Association shall not take any action to alter the appearance of the exterior of the buildings without the prior written consent of the Master Association and the owner of the Commercial Property.

Subject to the maintenance responsibilities herein provided, any maintenance or repair performed on or to the Common Elements by an Owner or Occupant which is the responsibility of the Association, the Master Association or the owner of the Commercial Property (including, but not limited to, landscaping of Common Elements) shall be performed at the sole expense of such Owner or Occupant, and the Owner or Occupant shall not be entitled to reimbursement even if the Association, the Master Association or the owner of the Commercial Property accepts the maintenance or repair.

The Association, the Master Association or the owner of the Commercial Property shall not be liable for injury or damage to person or property caused by or resulting from the elements, the Owner of any Unit, any other Person, any utility, rain, snow or ice which may leak or flow from any portion of the Common Elements or the Commercial Property, or any pipe, drain, conduit, appliance or equipment which the Association, the Master Association or the owner of the Commercial Property is responsible to maintain. The Association, the Master Association or the owner of the Commercial Property shall not be liable to any Owner, or any Owner's Occupants, guests 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 the Master Association or the owner of the Commercial Property shall not be liable to any Owner, or any Owner's Occupants, guests or family, for any damage or injury caused in whole or in part by the

Association's, the Master Association's or the owner of the Commercial Property's failure to discharge its responsibilities under this Declaration or any other document where such damage or injury is not a foreseeable, natural result of the Association's, the Master Association's or the owner of the Commercial Property'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, the Master Association or the owner of the Commercial Property to take some action or perform some function required to be taken or performed by the Association, the Master Association or the owner of the Commercial Property, or any inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, the Master Association or the owner of the Commercial Property, or any action taken by the Association, the Master Association or the owner of the Commercial Property to comply with any law, ordinance, order or directive of any municipal or other governmental authority.

The Association shall repair incidental damage to any Unit resulting from performance of work which is the responsibility of the Association. As finish levels can have varying degrees, such repairs will be complete only to the extent of being "paint-ready." Components that may require repair or replacement, such as tile and trim, will be reinstated only to the extent of readily available matching or similar materials (trim and such will also be finished to "paint-ready"). Due to the uncontrollability of quality of repair, items such as faux paint treatment, wallpaper, ceiling/wall appliqué, and any other finishes that the Board deems unreasonable, will not be the responsibility of the Association. Accessibility around personal belongings for workers to perform such repairs is the responsibility of the Owner. Removal, storage, or other protective measures of personal items are also the responsibility of the Owner. If the removal, storage or other protective measures are not taken by the Owner and damage occurs due to the repair process, the Association will not be liable for such damage. Upon completion of such repairs, the Association will perform cursory cleaning. As a level of cleaning is subjective, the Association will not be responsible for a detailed cleaning. The Board has sole discretion on defining what is reasonable for the level, quality and extent of the repair and subsequent cleaning. In performing its responsibilities hereunder, the Association shall have the authority to delegate to such Persons, firms or corporations of its choice such duties as are approved by the Board.

Upon resolution approved by the Board and approved by the board of directors of the Master Association, the Association may assign responsibilities for operation and/or maintenance to the Master Association and the costs shall be a specific assessment against the Association (as a Neighborhood) as set forth in Article IV of the Master Declaration. In addition, the owner of the Commercial Property will be responsible for exterior maintenance of portions of the Condominium, including, without limitation, some portions or all of the roof as shall be provided in the Reciprocal Easement Agreement. Costs of such maintenance will be allocated between the owner of the Commercial Property and the Association as set forth therein.

(c) Failure to Maintain. If the Board determines that any Owner has failed or refused to discharge properly such Owner's obligation with regard to the maintenance, repair, or replacement of items of which such Owner is responsible hereunder, then the Association shall give the Owner written notice of the Owner's failure or refusal and of the Association's right to provide necessary maintenance, repair, or replacement at the Owner's cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair, or replacement

deemed necessary by the Board.

Unless the Board determines that an emergency exists, the Owner shall have ten (10) days from the date of the notice 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 such ten (10) day period and diligently pursue completion of such replacement or repair. If the Board determines that an emergency exists or that an Owner has not complied with the demand given by the Association as herein provided, then the Association may provide any 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 Area of Common Responsibility 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, and the cost thereof shall become a lien against the Unit, and shall be collected as provided herein for the collection of assessments.

(d) Measures Related to Insurance Coverage.

(i) The Board, upon resolution, shall have the authority to require all or any Owner(s) to do any act or perform any work involving portions of the Condominium which are the maintenance responsibility of the Owner which will, in the Board's sole discretion, decrease the possibility of fire or other damage in the Condominium, reduce the insurance premium paid by the Association for any insurance coverage, or otherwise assist the Board in procuring or maintaining such insurance coverage. This authority shall include, but need not be limited to, requiring Owners to install smoke detectors, requiring Owners to make improvements to the Owner's Unit, and such other measures as the Board may reasonably require, so long as the cost of such work does not exceed Three Hundred Dollars (\$300.00) per Unit in any twelve (12) month period.

(ii) In addition to, and not in limitation of, any other rights the Association may have, if any Owner does not comply with any requirement made by the Board pursuant to Section 18(d)(i) above, the Association, upon fifteen (15) days' written notice (during which period the Owner may perform the required act or work without further liability), may perform such required act or work at the Owner's sole cost. Such cost shall be an assessment and a lien against the Unit as provided herein. The Association shall have all rights necessary to implement the requirements mandated by the Board pursuant to Section 18(d)(i), including, but not limited to, a right of entry during reasonable hours and after reasonable notice to the Owner or Occupant of the Unit, except that access may be had at any time without notice in an emergency situation.

(e) Maintenance Standards and Interpretation. The maintenance standards and the enforcement thereof and the interpretation of maintenance obligations under this Declaration may vary from one term of the Board to another. These variances shall not constitute a waiver by the Board of the right to adopt and enforce maintenance standards under this Section. No decision or interpretation by the Board shall constitute a binding precedent with respect to subsequent

decisions or interpretations of the Board.

(f) Life-Safety Systems. The Association, the owner of the Commercial Property or the Master Association may operate and maintain certain fire lines and/or other life safety systems within the Condominium. Owners and Occupants shall not tamper with or disengage any portion of any life-safety systems that serve the Condominium, and all fire control devices (such as smoke detectors and call boxes), regardless of whether such items are located within the boundaries of a Unit. Any Owner of a Unit containing any life safety system maintained by the Association, the owner of the Commercial Property or the Master Association shall upon request provide contact information for the Owner or Occupant and keep such information current so that the Owner or Occupant may be notified if access to the Unit is necessary.

(g) Water Service. The Association shall maintain, repair and replace the master water meter(s) serving the Condominium if and to the extent not maintained by the applicable water utility company or the Master Association, and all pipes serving more than one Unit connecting to the master water meter(s). The Association shall be responsible for the administration of expenses associated with the master water meter serving the Condominium, unless otherwise administered by the Master Association or owner of the Commercial Property. The Association shall pay all usage charges for water supplied to the Condominium through the master water meter. All charges for water usage may be assessed equally among all Units as part of the general assessment. At the Board of Directors' discretion, the Association may install, or require each Owner to install, a sub-meter in the water line to each Unit and all charges for water usage may be assessed to each Unit for its share based on usage. The assessment for water usage for each Unit shall be determined by the Board of Directors and is expected to be based on the number of gallons used and supplied to each Unit, but may be calculated by using estimates based on averages or other techniques; so long as the same method is used for each Unit.

19. MORTGAGEE'S RIGHTS.

(a) Termination After Destruction or Condemnation. Any election to terminate the Condominium regime after substantial destruction or a substantial taking in condemnation of the Condominium shall require the approval of Owners holding sixty-seven (67%) percent or more of the total eligible votes in the Association and the Mortgage Holders on Units to which at least fifty-one (51%) of the votes of Units subject to Mortgages are allocated.

(b) Termination. Any election to terminate the Condominium regime other than as provided under (a) above, shall require approval of Owners holding sixty-seven (67%) percent or more of the total eligible votes in the Association and Mortgage Holders on Units to which at least fifty-one (51%) percent of the votes of Units subject to Mortgages or sixty-seven (67%) of the votes of Units subject to Mortgages held by Eligible Mortgage Holders are allocated, whichever is greater.

(c) Assessments. Where the Mortgagee holding a first Mortgage of record or a secondary purchase money Mortgage of record (provided that neither the grantee nor any successor grantee on the secondary purchase money Mortgage is the seller of the Unit), or other purchaser of a Unit, obtains title pursuant to judicial or nonjudicial foreclosure of the Mortgage, such Person shall not be liable for the share of the Common Expenses or assessments by the Association chargeable

to such Unit which became due prior to such acquisition of title. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from Owners of all the Units, including such Person, its successors and assigns. Additionally, such Person shall be responsible for all charges accruing subsequent to the passage of title, including, but not limited to, all charges for the month in which title is passed.

(d) Notice. Upon written request to the Association identifying the name and address of the Mortgagee, insurer or guarantor of a Mortgage and the Unit number or address, any Mortgagee, insurer or guarantor of a Mortgage on a Unit, will be entitled to timely written notice of:

(i) any proposed amendment of the Condominium Instruments effecting a change in (i) the boundaries of any Unit or the exclusive easement rights appertaining thereto, (ii) the interest in the general or limited Common Elements appertaining to any Unit or the liability for Common Expenses appertaining thereto, (iii) the number of votes in the Association appertaining to any Unit or (iv) the purposes to which any Unit or the Common elements are restricted;

(ii) any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing its Mortgage;

(iii) any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to its Mortgage for a period of sixty (60) days;

(iv) a lapse, cancellation, or material modification of any insurance policy maintained by the Association; and

(v) any proposed action that requires the consent of a specified percentage of Mortgagees.

(e) Applicability of Certain Provisions. Notwithstanding anything to the contrary herein contained, the provisions of Sections 16 and 17 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; or

(ii) take a deed or assignment in lieu of foreclosure; or

(iii) sell, lease, or otherwise dispose of a Unit acquired by the Mortgagee.

(f) No Priority. No provision of this Declaration or the Bylaws gives any Owner or other party priority over any rights of the first Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Elements.

(g) Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of any Mortgagee holding a Mortgage encumbering such Owner's Unit.

(h) Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within 60 days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

(i) Amendments by Board. Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, the U.S. Department of Housing and Urban Development, or the U.S. Department of Veterans Affairs subsequently delete, modify or add to any of their respective requirements for projects such as the Condominium or make any such requirements less or more stringent, the Board, without approval of the Owners or any other Person or group, may cause an amendment to this Declaration to be recorded to reflect such changes.

(j) Construction of this Section. Nothing contained in this Section shall be construed to reduce the percentage vote that must otherwise be obtained under the Condominium Instruments or Georgia law for any of the actions set forth in this Section.

20. GENERAL PROVISIONS.

(a) Security. The Declarant and the Association may, but shall not be obligated to, maintain or support certain activities within the Condominium designed to make the Condominium and the Units safer than they otherwise might be. HOWEVER, THE ASSOCIATION, THE MASTER ASSOCIATION, THE OWNER OF THE COMMERCIAL PROPERTY, THE DECLARANT, ITS PARTNERS AND AFFILIATES, ANY SUCCESSOR DECLARANT, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, COMMITTEES, MEMBERS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS, SHALL NOT IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE CONDOMINIUM, NOR SHALL ANY OF THE FOREGOING BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR OF INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. NO REPRESENTATION OR WARRANTY IS MADE THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM CANNOT BE COMPROMISED OR CIRCUMVENTED, NOR THAT ANY SUCH SYSTEMS OR SECURITY MEASURES UNDERTAKEN WILL IN ALL CASES PREVENT LOSS OR PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. FURTHERMORE, THERE IS NO GUARANTEE FROM ANYONE THAT NON-UNIT OWNERS AND NON-OCCUPANTS WILL NOT GAIN ACCESS TO THE CONDOMINIUM AND COMMIT CRIMINAL ACTS ON THE CONDOMINIUM NOR IS THERE ANY GUARANTEE THAT CRIMINAL ACTS ON THE CONDOMINIUM WILL NOT BE COMMITTED BY OTHER UNIT OWNERS OR OCCUPANTS. EACH OWNER ACKNOWLEDGES, UNDERSTANDS AND COVENANTS TO INFORM ITS TENANTS THAT THE ASSOCIATION, THE MASTER ASSOCIATION, THE OWNER OF THE COMMERCIAL PROPERTY, THE DECLARANT, ITS PARTNERS AND AFFILIATES, ANY SUCCESSOR DECLARANT, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, COMMITTEES, MEMBERS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS, ARE NOT INSURERS AND THAT EACH PERSON USING THE

CONDOMINIUM ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO PROPERTY, TO UNITS, AND TO THE CONTENTS OF UNITS AND THE STRUCTURES THEREON RESULTING FROM ACTS OF THIRD PARTIES.

(b) Dispute Resolution. Prior to filing a lawsuit against the Association, the Board, or any officer, director, or property manager of the Association, an Owner or Occupant must request and attend a hearing with the Board. Any such request shall be in writing and shall be personally delivered to any member of the Board or the property manager, if any, of the Association. The Owner or Occupant shall, in such request and at the hearing, make a good faith effort to explain the grievance to the Board and resolve the dispute in an amicable fashion, and shall give the Board a reasonable opportunity to address the grievance before filing suit. Upon receiving a request for a hearing, the Board shall give notice of the date, time and place of the hearing to the Person requesting the hearing. The Board shall schedule this hearing for a date not less than seven (7) nor more than twenty-one (21) days from the date of receipt of the request.

(c) Right of Action. All Owners hereby acknowledge and agree that the Association shall not be entitled to institute any legal action against anyone on behalf of any or all of the Owners which is based on any alleged defect in any Unit or the Common Elements, or any damage allegedly sustained by any Owner by reason thereof, but rather, that all such actions shall be instituted by the Person(s) owning such Units or served by such Common Elements or allegedly sustaining such damage. Notwithstanding the above, once the Declarant no longer has the right to appoint and remove directors and officers of the Association, as set forth in Article III, Section 2 of the Bylaws, the Board may negotiate the resolution of any alleged defect(s) in the Common Elements and Area of Common Responsibility on behalf of the Owners and shall have the right and authority to settle and release on behalf of any and all of the Owners claims, causes of action, damages and suits involving the same. Any such settlement and release shall bind all Owners and their successors and assigns. This subsection may not be amended without the written consent of the Declarant.

(d) Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by at least seventy-five percent (75%) of the total Association vote. This subsection shall not apply, however, to (i) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (ii) the imposition and collection of assessments as provided in Section 11, (iii) proceedings involving challenges to *ad valorem* taxation, or (iv) counterclaims brought by the Association in proceedings instituted against it. This subsection shall not be amended unless such amendment is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above and such amendment is consented to in writing by the Declarant.

(e) Implied Rights. The Association may exercise any right or privilege given to it expressly by this Declaration, the Bylaws, the Articles of Incorporation, any use restriction or rule, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.

(f) Parking Areas. The Declarant, its affiliates, the Master Association, the owner of the Commercial Property, and the Association, and any director, officer, employee or agent of

any of the foregoing, shall not be liable for loss or damage to any property, including, without limitation, vehicles, placed or kept in any parking space or area in the Condominium. All Owners, Occupants and other Persons who use a parking space or area in the Condominium do so at their own risk.

(g) Disclosures. Every Owner, by acceptance of a deed to a Unit, acknowledges that, in addition to being subject to and bound by the Condominium Instruments, such Owner and such Owner's Unit are or will be bound by and subject to a Reciprocal Easement Agreement, which may be recorded subsequent to such Owner's acquisition of title to the Unit, but to which such Owner and such Owner's Unit will be bound by and subject to nonetheless. Each Owner further acknowledges that the buildings in which the Unit(s) are located also contain commercial property and/or units, which are or may be subject to a commercial condominium regime, are or will be located on the lowermost floor of the buildings containing the Condominium, and are not subject to the terms of this Declaration or the Master Declaration. In addition to all of the rights and obligations which have been conferred or imposed upon the Association pursuant to this Declaration, the Bylaws, or the Articles of Incorporation, the Association shall be entitled to exercise any of the rights conferred upon it, and shall be subject to all of the obligations imposed upon it, pursuant to any such Reciprocal Easement Agreement, subject to all superior rights and powers which have been conferred pursuant to any such Reciprocal Easement Agreement. The Association shall take no action in derogation of the rights of or contrary to the interest of any such the Reciprocal Easement Agreement.

Each Owner and Occupant also acknowledges the following:

(i) The Condominium is located adjacent to thoroughfares which could be improved or widened in the future.

(ii) The views from Units can change over time due to, among other things, additional development and the removal or addition of landscaping.

(iii) No representations are made regarding the zoning of adjacent property, or that the category to which adjacent property is zoned may not change in the future.

(iv) Since in every development, there are conditions which different people may find objectionable, it is acknowledged that there may be conditions outside of an Owner's Unit which the Owner and/or Occupant thereof finds objectionable and that it shall be the sole responsibility of the Owner and/or Occupant to become acquainted with conditions outside such Owner's or Occupant's Unit which could affect the Unit.

(v) No representations are made that: (A) the Units are or will be soundproof or that sound may not be transmitted from one Unit to another or from the Commercial Property to a Unit, or (B) the Units are or will be air tight or that smells may not be transmitted from one Unit to another or from the Commercial Property to a Unit.

(vi) The Survey and Floor Plans and the dimensions and square footage calculations shown thereon are only approximations. Any Owner or other Person who is concerned about any representations regarding the Survey and/or Floor Plans should do

independent investigation as to the dimensions, measurements and square footage of such Owner's or Person's Unit.

(h) Successor Declarants. Any successor to the Declarant shall not be responsible or subject to liability, by operation of law, or through the purchase of Declarant's interest in the Condominium or any portion thereof at foreclosure, or otherwise, for any act, omission or matter occurring, or arising from any act, omission or matter occurring, prior to the time the successor succeeded to the interest of the Declarant.

(i) Contracts Executed During Declarant Control. All contracts or leases executed by or on behalf of the Association during the period in which the Declarant has the right to appoint the directors and officers of the Association under the Bylaws shall contain a termination clause permitting the Association to terminate the contract or lease at any time, without cause and without penalty, upon not more than ninety (90) days' prior written notice.

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

(j) Variances. Notwithstanding anything to the contrary contained herein, the Declarant and the Board or its designee, with the prior approval of the Declarant, shall be authorized to grant individual variances from any of the provisions of this Declaration, the Bylaws and any rule, regulation or use restriction promulgated pursuant thereto if it determines that waiver of application or enforcement of the provision in a particular case would not be inconsistent with the overall scheme of development for the Condominium.

21. EMINENT DOMAIN.

In the event of a taking by condemnation or by eminent domain, the provisions of the Act shall prevail and govern; provided, however, that any proceeds received for a taking of the Common Elements (other than Limited Common Elements) by condemnation or eminent domain shall, at the option of the Board, be: (a) distributed to the Owners pursuant to O.C.G.A. Section 44-3-97(a), as amended, (b) credited to future assessments due from the Owners, or (c) allocated to the Owners and deposited into the Association's operating account or reserve account to be applied to Common Expenses.

22. EASEMENTS.

(a) Use and Enjoyment. Each Owner and Occupant shall have a right and non-exclusive easement of use and enjoyment in and to the Common Elements (including the right of access, ingress and egress to and from such Owner's or Occupant's Unit over those portions of the Condominium designated for such purpose), and such non-exclusive easement shall be appurtenant to and shall pass with the title to such Unit, subject to (i) the rights of the Owners to the exclusive use of the Limited Common Elements assigned to their respective Units, (ii) the right of the Association to control the use and enjoyment of the Common Elements as provided

by the terms of this Declaration, including, but not limited to, the right of the Association to suspend voting and use privileges as provided herein and/or in the Bylaws, and (iii) the right of the Association to have access to the Units and Limited Common Elements to discharge its rights and obligations under the Condominium Instruments, including, without limitation, the maintenance responsibility of the Association. Every portion of a Unit and all Limited Common Elements contributing to the support of an abutting Unit shall be burdened with a non-exclusive 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.

(b) Declarant Easements. So long as Declarant owns at least one (1) Unit or any portion of the Additional Property, Declarant and its affiliates, contractors, representatives, agents, assigns and employees shall have (i) an easement on, over, through, under and across the Condominium for the construction, installation, maintenance and use of signs, sales offices, business offices, construction trailers, promotional facilities and model units on the Condominium, together with such other facilities as in the opinion of Declarant may be reasonably required, convenient or incidental to the completion, renovation, improvement, development or sale of the Condominium and/or the Units therein, and (ii) a transferable easement on, over, through, under and across the Common Elements for the purpose of making improvements on the Condominium or any portion thereof, for the purpose of installing, replacing, repairing and maintaining all utilities serving the Condominium, and for the purpose of doing all things reasonably necessary and proper in connection therewith.

(c) Utilities. To the extent that a sprinkler system, if any, or any utility line, pipe, wire or conduit serving any Unit, Units or the Common Elements or the Commercial Property or any unit in the Commercial Property, the Master Association or any unit in the Master Association shall lie wholly or partially within the boundaries of another Unit or the Common Elements, such other Unit, Units or the Common Elements shall be burdened with a non-exclusive easement for access to and use, maintenance, repair and replacement of such sprinkler system, utility line, pipe, wire or conduit, such non-exclusive easement to be in favor of the Unit, Units or Common Elements or the Commercial Property or any unit in the Commercial Property, the Master Association or any unit in the Master Association served by the same and the Association. Maintenance, replacement and repair of any such sprinkler system, utility line, pipe, line, conduit, duct or wire shall be as otherwise set forth in this Declaration, the Commercial Declaration or the Master Declaration, as applicable. In such circumstance, the Person for whose benefit such work is being done shall be responsible for repair of all incidental damage to any Unit or the Common Elements resulting from performance of any such work. All Owners hereby covenant and agree that as finish levels can have varying degrees, such repairs will be complete only to the extent of being "paint-ready." Components that may require repair or replacement, such a tile and trim, will be repaired only to the extent of readily available materials or similar materials (trim and such will also be finished to "paint ready"). Due to the uncontrollability of quality of repair, items such as faux paint treatment, wallpaper, ceiling/wall appliqué, and any other similar types of finishes will not be the responsibility of the benefited Person.

(d) Pest Control; Sprinkler Testing. The Association may, but shall not be obligated to, dispense chemicals for the extermination of insects and pests within the Units and Common Elements. In addition, sprinklers, if any, may need periodic testing, although it is not the obligation or responsibility of the Association to do so. In the event the Association chooses to

provide such pest control or in the event sprinkler testing is to be conducted, the Association and contractors, representatives, agents and other Persons authorized by the Board shall have an easement to enter Units for the purpose of testing sprinklers and/or dispensing chemicals for the extermination of insects and pests within the Units and Common Elements, as applicable. Owners shall either provide a key to the Unit for purpose of such entry or have someone available at such times as are designated by the Board to allow entry into the Unit for these purposes. The Declarant, its affiliates, the Master Association, the owner of the Commercial Property, and the Association, and the directors, officers, employees and agents of any of the foregoing, shall not be liable for any illness, damage or injury caused by the testing of sprinklers or the dispensing of chemicals as described herein.

(e) Easements in Favor of Additional Property Owner. There is reserved to Declarant and its successors and assigns, including, without limitation, any purchaser of the Additional Property or any portion thereof, a non-exclusive easement upon, across, above and under all property within the Condominium (including the Common Elements and Limited Common Elements) for developing the Additional Property or portions thereof, whether or not such property is developed as part of the Condominium. In accordance therewith, it shall be expressly permissible for Declarant and its successors and assigns to maintain and carry on, upon such portion of the Condominium as Declarant or its successors and assigns may deem necessary, such facilities and activities as in the sole opinion of Declarant or its successors and assigns may be required, convenient or incidental to development, construction and sales activities related to developing the Additional Property or portions thereof, whether or not such property is developed as part of the Condominium, including, but without limitation, the following:

(i) the right of access, ingress and egress for vehicular and pedestrian traffic over, under, on or in the Condominium;

(ii) the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain and repair any device which provides utility or similar services, including, without limitation, electrical, telephone, natural gas, water, sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Condominium; and

(iii) the right to carry on sales and promotional activities on the Condominium and the right to construct and operate business offices, signs, construction trailers, residences, promotional facilities, model units and sales offices; Declarant and its affiliates may use residences, offices or other Units owned or used by Declarant or its affiliates as model units and sales offices.

Rights exercised pursuant to this reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at such Person's sole expense.

(f) Satellite Service. The Units are wired for satellite television reception in the original construction pursuant to a contract which has or will be assigned by the Declarant to the Association. A portion of the satellite related wiring and equipment is contained within one or more vaults located within the Commercial Property. Declarant hereby grants to the Association

a nonexclusive easement over and through the applicable portion of the Commercial Property (being the vault rooms and areas necessary for servicing the wires and power for same) for access to and use, maintenance, repair and replacement of such satellite system, such non-exclusive easement to be in favor of the Units served by the same and the Association. Maintenance, replacement and repair of any such satellite system, lines, conduit, duct or wire shall be as otherwise set forth in this Declaration.

(g) Support. The Declarant hereby grants to each of the Unit Owners as an appurtenance to the Unit an easement for support over the improvements now located on the Commercial Property upon which the Condominium is constructed for use and maintenance of the Condominium as originally constructed by Declarant.

(h) Easements for Drainage. There is hereby reserved by the Declarant and granted to the Association, the owner of the Commercial Property and Master Association an easement upon, across, above and under all storm water drainage easement areas as shown on the Survey for access, ingress, egress, installation, alteration, repairing, replacing, and maintaining the storm water drainage system and related facilities serving the Condominium or any portion thereof (but without obligation on the part of Declarant). This easement shall include the right (but not obligation on the part of Declarant) to construct and maintain catch basins, retention ponds, detention ponds, drainage swales, storm sewers, storm drains, sloping banks, cut or fill. In addition, there is hereby reserved to the Declarant and granted to the Association, the owner of the Commercial Property and the Master Association a blanket easement across all Units for creating and maintaining satisfactory drainage in the Condominium (but without obligation on the part of Declarant); provided, however, such easement area shall not include any portion of a Unit within the outer perimeter of the dwelling structure, but does include all exterior courtyard areas. It is anticipated that increased storm water run-off across downstream Units will result from the construction of impervious surface in the Condominium, the Commercial Property or the Community (as such term is defined in the Master Declaration). Neither the Declarant, the Association, the Master Association nor any builder or Owner constructing according to plans and specifications approved or deemed approved under Article VI, Section 9 of the Master Declaration or Section 14 hereof shall have any liability to any Owner due to the increased flow or increased velocity of surface water resulting from such construction. Each Owner, and not the Association or the Master Association, shall be responsible for maintenance of all storm water drainage facilities located on and used exclusively in connection with such Unit, including, for example, guttering, and pipes and drains for transportation of storm water from such Unit into any storm water drainage facilities serving the Condominium.

(i) Easement for Commercial Property Maintenance. Declarant hereby reserves and grants to the owner of the Commercial Property a perpetual easement across the Condominium as may be reasonably necessary for access to and use, maintenance, repair and replacement of the Commercial Property and any sprinkler system, utility line, duct, vent, pipe, wire or conduit serving the Commercial Property or any unit thereof. Such access to and use, maintenance, repair and replacement shall be performed with a minimum of interference to the quiet enjoyment of Units, reasonable steps shall be taken to protect such property and damage shall be repaired by the owner of the Commercial Property or its contractors at their sole expense. Except in an emergency situation, entry to the interior of any dwelling on a Unit shall only be during reasonable hours and after notice to the Owner.

(j) Ganged Mail Boxes; Access to Commercial Property. The Units are served by ganged mail boxes which are planned to be located on the Commercial Property within a breezeway near the central stairway providing pedestrian access from the Condominium to the Commercial Property. Declarant, in its sole and absolute discretion, reserves the right to relocate the ganged mailboxes to a different location if necessary. Declarant hereby grants to the Association and each Unit Owner a nonexclusive easement over and through the applicable portion of the Commercial Property (being the stairway and areas necessary for access to and use, maintenance, repair and replacement of the ganged mailboxes) for access to and use, maintenance, repair and replacement of such ganged mailboxes and general access to the restaurants and shops located within the Commercial Property. Maintenance, replacement and repair of the ganged mailboxes shall be the duty of the Association as otherwise set forth in this Declaration.

(k) Courtyard Maintenance Easement. The Association shall be responsible for maintaining and keeping in good repair the fencing associated with courtyards. The Association may contract with a third party to perform this work, and said third party and its employees, personnel, agents and representatives, as well as Association agents and representatives, may be accessing the courtyard area at any time and without notice and may access areas that Owners and residents consider to be private. In such cases, Owners may need to leave the courtyard gates unlocked. Declarant hereby grants to the Association a nonexclusive easement over and through the courtyard area located within the Units to conduct such maintenance.

(l) Easement for Emergency Entry. The Association shall have the right, but not the obligation, to enter upon any Unit or Limited Common Element for emergency, security and safety reasons and to inspect for the purpose of ensuring compliance with this Declaration, any Supplemental Declaration, Bylaws, and rules and regulations, which right may be exercised by any member of the Board, the officers, agents, employees, and managers of the Association and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter upon any Unit or Limited Common Element to cure any condition which may increase the possibility of a fire, slope erosion or other hazard in an emergency situation and in the event an Owner fails or refuses to cure the condition within a reasonable time after requested by the Association, but shall not authorize entry into a Unit or Limited Common Element without permission of the Owner.

(m) Easement for Private Streets, Sidewalks and Signs. Declarant hereby grants, conveys, declares, creates, imposes and establishes and grants to the Master Association a perpetual, nonexclusive right-of-way easement for vehicular and pedestrian access, ingress and egress over and across the private streets, alleys and drives as depicted on the Survey. The right-of-way easement herein granted shall permit joint usage of such easement by (a) the Owners and Occupants, (b) the legal representatives, successors and assigns of the Owners, and (c) invitees and licensees of the Owners and Occupants (the terms "Owner" and "Occupant" as used in this provision shall include each Owner and Occupant as such terms are defined in the Master Declaration). Declarant hereby expressly reserves for itself, its successors and assigns, all rights and privileges incident to the ownership of the fee simple estate of any such easement area which

are not inconsistent with the rights and privileges herein granted, including, without limitation, the right to maintain one or more proprietary signs on the easement area and the right to grant additional nonexclusive easements to third parties, over, under and across the easement area. Declarant hereby reserves for the benefit of Declarant and grants to the Master Association as Common Property, the perpetual nonexclusive right and easement upon, over and across the private streets, alleys and drives for the installation, maintenance, and use of such streets, alleys, drives, sidewalks, traffic directional signs, grading for proper drainage, and related activities and improvements.

(n) Mailbox and Trash Receptacle Easement. The Declarant hereby declares, creates, imposes and establishes a non-exclusive joint and reciprocal easement in perpetuity over and across an area five (5) feet wide running along and contiguous to the boundary line of the private streets in the Condominium as shown on the Survey for the installation of and use and enjoyment of mailboxes and the placement of trash receptacles for pickup serving any Unit or any unit in the Master Association located adjacent to such private street. Each mailbox shall be of a standard type as approved under Article VI of the Master Association.

(o) Unit Owner – Easement for Utilities. Declarant hereby establishes for the benefit of each Unit a nonexclusive easement for access to and installation, maintenance, repair, replacement and use of all pipes, wires, cables, conduits, utility lines, flues and ducts serving such Unit and situated in, on or under any other Unit or the Common Property. The Board of Directors, and without a vote of the Owners, shall have the right, power and authority to grant permits, licenses, utility easements, and other easements, permits or licenses necessary or desirable for the proper maintenance or operation of the Community under, through, or over the Units and/or the Common Property as may be reasonably necessary to or desirable for the ongoing operation of the Community. In the event that any Owner desires access to the attic or other areas of another Unit to install, maintain, repair or replace any utility pipe, wire, cable, conduit, utility line, flue or duct, the Owner shall contact the Owner of such other Unit(s) at least two (2) days in advance of the date that access is needed and attempt to agree on a convenient date and time for access by the Owner and the Owner's contractors. Access in emergency situations shall be granted immediately upon request. Any Owner of a Unit to which access is needed under this Section shall not unreasonably withhold, condition or delay such access. Rights exercised pursuant to this easement shall be exercised with a minimum of interference to the quiet enjoyment of affected Units, reasonable steps shall be taken to protect such Units and the property of the Owners and Occupants thereof, and damage shall be repaired by the Person causing the damage at its sole expense.

23. AMENDMENTS.

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 or more of the total eligible vote thereof. As long as Declarant owns at least one (1) Unit or has an unexpired right to expand the Condominium, any amendment to this Declaration shall require the written consent of Declarant. 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 land records of the county in which the Condominium is located. Any amendment duly certified and recorded shall be conclusively presumed to have been duly adopted in accordance with this Declaration. Owners whose voting rights have been suspended pursuant to this Declaration or the Bylaws shall not be counted toward the amendment requirement.

In addition to the above, amendments to this Declaration which are of a material and adverse nature to Mortgagees are subject to approval by Mortgage Holders who represent at least fifty-one percent (51%) of the votes of Units that are subject to Mortgages.

The approval of any proposed amendment by a Mortgage Holder shall be deemed implied and consented to if the Mortgage Holder fails to submit a response to any written proposal for an amendment within sixty (60) days after the Mortgage Holder receives notice of the proposed amendment sent by certified or registered mail, return receipt requested.

Notwithstanding the foregoing, the Declarant or the Board, without the necessity of a vote from the Owners, may amend this Declaration or the Bylaws (aa) to comply with any applicable state, city, county or federal law, (bb) to bring the Condominium into compliance with applicable rules, regulations and/or requirements of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the U.S. Department of Housing and Urban Development, and/or the U.S. Department of Veterans Affairs, and (cc) to correct scrivener's errors.

No provision of this Declaration or the Bylaws which reserves or grants special rights to Declarant and/or its affiliates shall be amended without the prior written consent of Declarant and any affiliates affected by such amendment, so long as Declarant and/or such affiliates, as the case may be, own at least one (1) Unit or has an unexpired right to expand the Condominium, any amendment to this Declaration shall require the written consent of Declarant. No provision of this Declaration or the Bylaws which reserves or grants special rights to the Master Association or the owner of the Commercial Property shall be amended without the prior written consent of such of the foregoing associations as are affected by such amendment.

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.

24. SEVERABILITY.

Invalidation of any of the covenants or restrictions set forth in this Declaration, by judgment or court order or otherwise, shall in no way affect the application of such provision to other circumstances or affect any other provision(s), which shall remain in full force and effect.

25. DECLARANT RIGHTS.

Notwithstanding anything to the contrary herein, and in addition to Declarant's right to appoint and remove officers and directors of the Association under Article III, Section 2 of the Bylaws and other rights set forth herein, Declarant and its affiliates shall have the right, as long

as Declarant owns at least one (1) Unit or has an unexpired right to expand the Condominium, to conduct such sales and marketing activities at the Condominium as Declarant deems appropriate, and Declarant and its affiliates shall have easement rights across the Common Elements to erect signs and to conduct such other sales and marketing activity as provided herein. The Declarant reserves the unilateral right, but not necessarily the obligation, to (a) create additional Neighborhoods on all or any portion of the property described in Exhibit "C" to the Master Declaration, which Neighborhoods may be organized as one or more condominium associations or townhome associations, and (b) to subject said property and Neighborhood(s) to the terms of the Master Declaration pursuant to the terms of the Master Declaration. Any Neighborhood Associations created thereby shall be members of the Master Association as provided for in the Master Declaration.

26. EXPANSION OF THE CONDOMINIUM.

Declarant reserves the right and option to expand the Condominium by adding to the Condominium and submitting to this Declaration all or any part of the Additional Property on one or more occasions. Except for zoning and other governmental requirements, there are no limitations as to the location of improvements on the Additional Property. The Additional Property may be added as a whole at one time, or portions may be added at different times, or all or portions may not be added at all. There are no limitations fixing the boundaries of any portion of the Additional Property that may be submitted to the Declaration, and there are no limitations regulating the order in which portions of the Additional Property may be submitted to this Declaration. However, there is no obligation or guarantee to expand the Condominium at all, or to submit any of the Additional Property to this Declaration, or to develop and/or construct the Additional Property or any portion thereof in any manner similar to the then existing Condominium.

This right and option shall expire seven (7) years from the date of recording of this Declaration; provided, however, that Owners of Units to which two-thirds (2/3) of the total vote in the Association appertain, excluding any votes appurtenant to any Unit or Units then owned by the Declarant, may consent to the extension of this expansion option within one (1) year prior to the date upon which the option would have otherwise expired.

The maximum number of Units that may be created on the Additional Property and added to the Condominium is fifty-four (54). The maximum number of Units per acre that may be created on the Additional Property and added to the Condominium is eight (8).

No assurances are made that any improvements will be made on all or any of the Additional Property which may be submitted to this Declaration. A portion of the Additional Property shall be subject to the use restrictions set forth herein when such portion is added to the Condominium. No assurances are made that the units which may be built on all or any portion of the Additional Property will be identical or similar to the Units or each other. All improvements to be located on a portion of the Additional Property which is being submitted to the Condominium shall be substantially complete prior to its submission to the Condominium. The Declarant shall have the right to assign Limited Common Elements on the Additional Property in accordance with the provisions hereof. The undivided interests in the Common Elements are allocated among the Units on a substantially equal basis, and, upon the expansion of the

Condominium to include a portion of the Additional Property, may be reallocated on the same basis or on the basis of the approximate square footage of each Unit in comparison to the approximate square footage of all Units.

Any expansion under this Section shall be effected by Declarant's executing and recording the amendments to this Declaration and the plats and plans required by the Act at Declarant's sole expense. The units thereby created and added shall be owned by Declarant, but the Common Elements shall be owned by all of the Owners.

27. NO DISCRIMINATION.

No action shall be taken by the Declarant, the Association or the Board of Directors which would discriminate against any person on the basis of race, creed, color, national origin, religion, sex, familial status or disability.

28. PREPARER.

This Declaration was prepared by Richard A. Bacon, Esq., 4125 Atlanta Road, Smyrna, GA 30080.

[SIGNATURES ON FOLLOWING PAGE]