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BK 10892 PG 389 - 476

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STATE OF GEORGIA

COUNTY OF FORSYTH

DECLARATION OF CONDOMINIUM

FOR

GATHERINGS AT HERRINGTON CONDOMINIUM



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- EXHIBIT “C” - GARAGE SPACE ASSIGNMENTS
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- EXHIBIT “E” - ADDITIONAL PROPERTY
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DECLARATION OF CONDOMINIUM

FOR

GATHERINGS AT HERRINGTON CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM FOR GATHERINGS AT HERRINGTON CONDOMINIUM (hereafter referred to as the “Declaration”) is made on the date first set below by Beazer Homes, LLC, a Delaware limited liability company (hereafter referred to as the “Declarant”).

W I T N E S S E T H

WHEREAS, Declarant is the owner of, or has the consent of the owner of, the real property described in Exhibit “A” attached hereto;

WHEREAS, Declarant intends to subject the real property described in Exhibit “A” attached hereto to the provisions of this Declaration to create a residential condominium and to provide for subjecting and annexing additional real property to the provisions of this Declaration; and

NOW, THEREFORE, Declarant hereby declares that the real property described in Exhibit “A” attached hereto is subjected to the provisions of this Declaration and shall be held, sold, transferred, conveyed, used, occupied, mortgaged, and otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments, and liens set forth herein, which shall run with the title to the real property subjected to this Declaration. This Declaration shall be binding upon all parties having any right, title, or interest in any part of the property subjected hereto, including their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner of any portion of such property.

ARTICLE I. NAME

The name of the condominium is Gatherings at Herrington Condominium (hereinafter sometimes called “Gatherings at Herrington” or the “Condominium,” as further defined herein), which condominium is hereby submitted by Declarant to the Georgia Condominium Act, O.C.G.A. §§ 44-3-70, *et seq.*, as amended.

ARTICLE II. DEFINITIONS

2.1. Act means the Georgia Condominium Act, O.C.G.A. §§ 44-3-70, *et seq.*, as such Act may be amended from time to time.

2.2. Additional Property means the property described in Exhibit “E” attached hereto, which is incorporated herein by this reference, which Declarant may, but shall have no obligation to, submit to the Condominium as provided in this Declaration.

2.3. Area of Common Responsibility means and refers to the Common Elements, together with those areas, if any, which by the terms of this Declaration or by contract or agreement with any other Person, become the responsibility of the Association.

2.4. Articles or Articles of Incorporation mean the Articles of Incorporation of Gatherings at Herrington Condominium Association, Inc., which have been filed with the Secretary of State of the State of Georgia.

2.5. Assessment Exemption Period shall have the same meaning as set forth in Article X, Section 10.8 of this Declaration.

2.6. Association means Gatherings at Herrington Condominium Association, Inc., a Georgia nonprofit corporation, its successors or assigns.

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

2.8. Building means a separate structure containing Units as shown on the Survey.

2.9. Bylaws means the Bylaws of Gatherings at Herrington Condominium Association, Inc., attached to this Declaration as Exhibit “F” and incorporated herein by this reference.

2.10. Common Elements means those portions of the property subject to this Declaration, which are not included within the boundaries of a Unit, as more particularly described in this Declaration.

2.11. Common Expenses means the expenses incurred or anticipated to be incurred by the Association for the general benefit of the Condominium including, but not limited to, those expenses incurred for maintaining, repairing, replacing, and operating the Common Elements, and those expenses required to be paid under the Master Declaration, if any.

2.12. Condominium means all that property described in Exhibit “A” attached hereto and incorporated herein by this reference, submitted to the provisions of the Act by this Declaration, and any property described in Exhibit “E” that is later submitted to the provisions of the Act and this Declaration.

2.13. Condominium Instruments mean this Declaration and all exhibits to this Declaration, including the Bylaws of the Association, and the Survey and Floor Plans, all as may be supplemented or amended from time to time.

2.14. Condominium-Wide Standard means the standard of conduct, maintenance, or other activity generally prevailing in the Condominium. Such standard may be more specifically determined by the Board.

2.15. Declarant means Beazer Homes, LLC, a Delaware limited liability company, its respective successors-in-title and assigns and any other Person as further set forth in Section 44-3-71 (13) of the Act, provided that such successors and/or assignees are designated in writing by Declarant as its successor-in-title and/or assign of the rights of Declarant set forth herein. The expiration of the Declarant Control Period shall not terminate or alter the status of the above-referenced entity and its successor-in-title and/or assign, as Declarant hereunder or divest it of other rights specifically reserved to Declarant herein.

2.16. Declarant Control Period means the period of time during which the Declarant is authorized to appoint and remove the members of the Board of Directors as provided in Article III, Section 3.2 of the Bylaws.

2.17. Declaration means this Declaration of Condominium for Gatherings at Herrington Condominium.

2.18. Effective Date of this Declaration means the date that this Declaration of Condominium for Gatherings at Herrington Condominium is recorded in the Forsyth County, Georgia land records.

2.19. Floor Plans means the floor plans for Gatherings at Herrington Condominium, filed in the condominium floor plans cabinet of the Official Records.

2.20. Limited Common Elements means a portion of the Common Elements reserved for the exclusive use of those Persons entitled to occupy one (1) or more, but less than all, Units, as more particularly set forth in this Declaration.

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

2.22. Majority Vote means more than fifty percent (50%) of those voting in person or by proxy.

2.23. Master Association means Herrington Community Association, Inc., a Georgia nonprofit corporation, its successors or assigns.

2.24. Master Declaration means that certain Declaration of Covenants, Conditions, Restrictions and Easements for Traditions at Herrington, recorded on June 19, 2019, in Deed Book 8925, Page 645, Forsyth County, Georgia land records, as amended.

2.25. Mortgage means any mortgage, deed to secure debt, deed of trust, or other transfer or conveyance for the purpose of securing the performance of an obligation against a Unit.

2.26. Mortgagee or Mortgage Holder means the holder and/or guarantor of any Mortgage.

2.27. Occupant shall mean any Person staying overnight in a Unit for a total of more than thirty (30) days, either consecutive or nonconsecutive, in any calendar year, regardless of whether such Person is a tenant or the Owner of such Unit.

2.28. Official Records shall mean the official land records of the Clerk of the Superior Court of Forsyth County, Georgia.

2.29. Owner means the record titleholder of a Unit within the Condominium, whether one or more Persons, but shall not include a Person who is only a Mortgage Holder, and the giving of a Mortgage shall not terminate such Person's designation as an Owner.

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

2.31. Survey means the plat of survey for Gatherings at Herrington Condominium filed in the condominium plat book of the Official Records.

2.32. Total Association Vote means all of the eligible votes attributed to members of the Association (including votes attributable to Declarant), and the consent of Declarant for so long as Declarant owns a Unit primarily for the purpose of sale.

2.33. Unit means that portion of the Condominium intended for individual ownership and use as more particularly described in this Declaration and shall include the undivided ownership in the Common Elements assigned to the Unit by this Declaration.

ARTICLE III. LOCATION, PROPERTY DESCRIPTION, PLATS AND PLANS

The Condominium subject to this Declaration and the Act is located in Land Lots 448, 449, 488, and 489 of the 2nd District, 1st Section of Forsyth County, Georgia, as more particularly described in Exhibit "A." The Condominium subject to this Declaration and the Act, as described in Exhibit "A," shall initially consist of one (1) Building containing twenty-seven (27) separate Units, and Common Elements, some of which will be assigned as Limited Common Elements. At the sole discretion of the Declarant, the Condominium may be expanded to include up to three (3)

additional Buildings with up to a total of eighty-one (81) additional separate Units, and Common Elements, some of which will be assigned as Limited Common Elements. The Survey and Floor Plans relating to the Condominium will be filed in the Official Records at the time the Condominium is submitted to this Declaration. The Survey and Floor Plans are incorporated herein by reference as fully as if the same were set forth in their entirety herein.

So long as Declarant owns a Unit, Declarant reserves the right, but shall have no obligation, to make improvements and changes to all or part of the Common Elements and the Units owned by Declarant (other than changes to the location of Unit boundaries unless expressly permitted herein), including, without limitation: the addition and realignment of parking spaces; the addition and reconfiguration of storage spaces; the renovation and installation of changes to utility systems and facilities; the rearrangement and installation of security and refuse facilities; work relating to Building exteriors; and extension of the drives and utility lines and pipes located on the Condominium.

ARTICLE IV. UNITS AND BOUNDARIES

The Condominium will be divided into twenty-seven (27) separate Units, and Common Elements, some of which will be assigned as Limited Common Elements, however Declarant reserves the absolute and sole right to expand the Condominium pursuant to Article XXII herein to include an additional eighty-one (81) separate Units, and Common Elements, some of which may be assigned as Limited Common Elements. Each Unit consists of a dwelling and its appurtenant percentage of undivided interest in the Common Elements. Each Unit shall be conveyed as a separately designated and legally described freehold estate subject to the Act and the Condominium Instruments. The Units are depicted on the Survey and the Floor Plans, and a list of the Units is attached hereto as Exhibit "B" and incorporated herein by this reference. Each Unit includes that part of the structure, which lies within the following boundaries:

(a) Vertical Boundaries. The perimetrical or vertical boundaries of each Unit shall be the vertical planes formed by the outermost surface of the studs in the walls separating the Unit from the exterior wall of the Building and the walls separating the Unit from the hallway of the floor on which the Unit is located in the Building. With respect to the common wall assembly located between the Units, the perimetrical or vertical boundary of the Units served thereby shall be the centerline of such wall assembly.

(b) Horizontal Boundaries.

(i) Floors 1 through 3. The upper horizontal boundary of each Unit located on floors 1 through 3 shall be the vertical plane formed by the uppermost surface of the joists located between the ceiling of such Unit and the flooring of the Unit located above, with such joists and wallboard or other material comprising the ceiling of the Unit constituting part of the Unit. The lower horizontal boundary of such Units shall be the vertical plane formed by the

lowermost surface of the floor sheathing of such Unit, with the floor sheathing, underlayment, and finished flooring material constituting part of the Unit.

(ii) Floor 4. The upper horizontal boundary of each Unit located on floor 4 shall be the vertical plane formed by the uppermost surface of the joists located between the ceiling of such Unit and roof of the Building located above, with such joists and wallboard or other material comprising the ceiling of the Unit constituting part of the Unit. The lower horizontal boundary of such Units shall be the vertical plane formed by the lowermost surface of the floor sheathing of such Unit, with the floor sheathing, underlayment, and finished flooring material constituting part of the Unit

(c) Additional Information to Interpret Unit Boundaries. Entry doors and exterior glass surfaces, including, but not limited to, windows and glass doors, serving the Unit shall be included within the boundaries of the Unit. Heating and air conditioning systems serving a single Unit (including any part of any such system located outside the boundaries of the Unit), all duct work for heating and air conditioning systems and appliances and plumbing fixtures within a Unit shall be part of such Unit.

If any chutes, flues, ducts, conduits, wires, pipes or other apparatus lies partially within and partially outside of the designated boundaries of the Unit, any portion thereof which serves only that Unit shall be deemed to be a part of that Unit, while any portions thereof which serve more than one (1) Unit or any portion of the Common Elements, and any such apparatus located on the Common Element roof, shall be deemed a part of the Common Elements.

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

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

ARTICLE V. COMMON ELEMENTS

The Common Elements consist of all portions of the Condominium not located within the boundaries of a Unit. The Common Elements include, without limitation, certain utility infrastructures, fences, paving, walls, foundations, roofs, exterior walls of the Buildings, landscape areas, mail area, and all other lighting in any Common Element of the Condominium.

Ownership of the Common Elements shall be by the Owners as tenants-in-common. Each Unit is assigned an equal percentage of undivided interest in and to the Common Elements. Such percentages of undivided interest may be altered only by the consent of all Owners and Mortgagees (or such lesser number of Owners and Mortgagees as may hereafter be prescribed by the Act) expressed in a duly recorded amendment to this Declaration, except in the case of expansion of the Condominium, as provided in Article XXII hereof, in which case the amendment may be approved and executed by Declarant without approval of the Owners or Mortgagees. In the event the Declarant expands the Condominium pursuant to the terms of this Declaration, the Common Elements to be created as part of the Additional Property will be assigned as described in such amendment to the Declaration.

The Common Elements shall remain undivided, and no Owner or any other Person shall bring any action for partition or division of the whole or any part thereof except as provided in the Act. Except as provided for Limited Common Elements or as otherwise provided herein, each Owner and the Association may use the Common Elements for the purposes for which they are intended, but no such use shall encroach upon the lawful rights of the other Owners.

ARTICLE VI. LIMITED COMMON ELEMENTS

6.1. The Limited Common Elements located on the Condominium and the Unit(s) to which they are assigned are:

(a) any balcony (including related railing) attached to and exclusively serving a Unit, as more specifically shown on the Floor Plans, is assigned as a Limited Common Element to the Unit so served;

(b) any patio and/or terrace (including related fencing) attached to and exclusively serving a Unit, as more specifically shown on the Floor Plans, is assigned as a Limited Common Element to the Unit so served;

(c) a Unit may be assigned one (1) or more garage space and driveway area, which are assigned on Exhibit "C" attached hereto. Some garage spaces and driveway areas are located within a detached garage building. All portions of the garage door, including the garage door opener, are deemed part of such garage. Garages may be initially assigned or reassigned by amendment to this Declaration as provided in Section 6.2 of this Article VI;

(d) the portion of the Common Elements on which there is located any portion of the air conditioning or heating system exclusively serving a particular Unit or Units is assigned as a Limited Common Element to the Unit or Units so served;

(e) any utility meter which serves only one (1) Unit is assigned as a Limited Common Element to the Unit so served;

(f) each Unit is assigned one (1) mailbox or mail slot, to be initially assigned in the sole discretion of Declarant; and

(g) a Unit may be assigned one (1) or more storage spaces, which are assigned on Exhibit "D" attached hereto. Storage spaces may be initially assigned or reassigned by amendment to this Declaration as provided in Section 6.2 of this Article VI.

6.2. The Board of Directors, without need for a membership vote, is hereby authorized to assign and to reassign Limited Common Elements and Common Elements not previously assigned, provided that any such assignment or reassignment shall be made in accordance with the provisions of Section 44-3-82(b) and (c) of the Act. A Common Element not previously assigned as a Limited Common Element may be so assigned and a Limited Common Element may be reassigned by the Board, without the need for a vote of the Association, upon written application to the Association by the Owner or Owners for whose exclusive use such Common Element is requested or whose use of the Limited Common Element previously assigned is directly affected. Upon such application, the Association shall prepare and execute an amendment to this Declaration assigning the Common Element as a Limited Common Element or reassigning the Limited Common Element, which amendment shall be executed by the Owner or Owners making such application. Such amendment shall be delivered and become effective as provided in Section 44-3-82 of the Act. For so long as Declarant owns a Unit primarily for the purpose of sale, an amendment to assign a Common Element, not previously assigned as a Limited Common Element shall be executed by the officers of the Association, if the request is made by Declarant. The Board has the right to approve or disapprove any such request made by any Person other than Declarant.

ARTICLE VII. ASSOCIATION MEMBERSHIP AND ALLOCATION OF VOTES

All Owners, by virtue of their ownership of a fee or undivided fee interest in any Unit in the Condominium, excluding Persons holding such interest under a Mortgage, are members of the Association, and, except as otherwise provided herein or in the Bylaws, shall be entitled to vote on all matters upon which members of the Association are entitled to vote pursuant to this Declaration and in accordance with the Bylaws. Subject to the provisions of the Condominium Instruments, the Owner or collective Owners shall be entitled to one (1) equally weighted vote for such Unit.

Furthermore, each 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 is subject to the Master Declaration, and is a member of and subject to assessment by the Master Association.

ARTICLE VIII. ALLOCATION OF LIABILITY FOR COMMON EXPENSES

8.1. Except as provided below or elsewhere in the Act or Condominium Instruments, the amount of all Common Expenses shall be assessed equally against all Units.

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

(a) Any Common Expenses benefiting less than all of the Units or significantly disproportionately benefiting all Units may be specially assessed equitably among all of the Units that are benefited according to the benefit received. Except for expenses for maintenance, repair or replacement of Limited Common Elements, which may be specially assessed, expenses incurred for the maintenance, repair or replacement of the Area of Common Responsibility, shall not be specially assessed.

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

ARTICLE IX. ASSOCIATION RIGHTS AND RESTRICTIONS

9.1. Association Rights and Restrictions. The Association, acting through its Board of Directors, shall have the right and authority, in addition to and not in limitation of any other right it may have, to:

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

(b) enter into Units for maintenance, emergency, or life-safety purposes, which right may be exercised by the Board of Directors, officers, agents, employees, managers, and all police officers, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall be only during reasonable hours and after reasonable notice to the Owner or Occupant of the Unit. For the purposes of this Section 9.1, an emergency justifying immediate entry into a Unit shall include, but not be limited to, the following situations: a water or other utility leak, fire, strong foul odor, obvious insect infestation or sounds indicating that a Person or animal might be injured or sick and require immediate medical attention. No one exercising the rights granted in this subsection shall be liable for trespass, damages, or in any other manner by virtue of exercising such rights. The failure to exercise the rights herein or to exercise said rights in a timely manner shall not create liability to any of the above-referenced parties, it being agreed that no duty to enter a Unit shall exist;

(c) enforce use restrictions, other Declaration and Bylaws provisions, and rules and regulations by the imposition of reasonable monetary fines and suspension of use and voting privileges as provided in Section 44-3-76 of the Act;

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

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

(f) represent and act on behalf of the Owners in the event of damage or destruction as a result of casualty loss in accordance with the provisions of the Act and Article XII of this Declaration;

(g) represent and act on behalf of the Owners in the event of any loss resulting from condemnation or eminent domain in accordance with the provisions of the Act and Article XXIII, Section 23.10 of this Declaration;

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

(i) collect security deposits in reasonable amounts, as determined by the Board of Directors in its sole discretion, to protect against any damage to the Condominium, including, without limitation, damage resulting from: moving in or out of a Unit; the transportation and use of construction materials in the Condominium; and the alteration, modification, or addition to a Unit and any Limited Common Element appurtenant thereto. Costs for repair of such damage may be deductible from the security deposit and any additional expenses may be specifically assessed against the Unit under Article VIII, Section 8.2(b) above;

(j) appoint officers of the Association in accordance with the Bylaws;

(k) subject to the Act and the Master Declaration, purchase insurance for the Condominium, Limited Common Elements, Common Elements and/or the members of the Board and/or Master Board, having deductibles authorized from time to time by the Board of Directors;

(l) approve contractors or subcontractors who have access to the Condominium for the purpose of making repairs or improvements to Units based on rules and regulations promulgated and adopted by the Board which may include, without limitation: financial stability of the contractors and/or subcontractors; history of compliance with the Condominium Instruments and rules and regulations of the Association; and other factors that may be reflective of quality and ability;

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

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

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

(o) enter into joint agreements and contracts with other Persons for the provision of services, including, without limitation, management, landscaping, concierge, property monitoring services, and trash removal services;

(p) enter into easement and cost-sharing agreements with other Persons that benefit and/or burden the Condominium pursuant to such terms as the Board deems reasonable; and

(q) pay assessments to the Master Association as provided in the Master Declaration.

Notwithstanding anything to the contrary stated herein, the Association shall not be obligated to take any action to enforce any covenant, use restriction, or rule that the Board, in exercise of its business judgment, determines is or is likely to be construed as inconsistent with applicable law or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking such action. Such a decision shall not be construed as a waiver of the right of the Association to enforce such provision at a later time under other circumstances or estop the Association from enforcing any other covenant, use restriction or rule.

ARTICLE X. ASSESSMENTS

10.1. Purpose of Assessment. The Association shall have the power to levy assessments as provided herein and pursuant to the Act. Assessments shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Association and the membership, and for expenses of the Association as provided within the Declaration, pursuant to the Master Declaration and any easement and cost-sharing agreement, and as otherwise authorized by the Board.

10.2. Creation of the Lien and Personal Obligation for Assessments. Except as specifically provided herein, each Owner of any Unit, by acceptance of a deed therefor, whether

or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments and charges; (ii) special assessments, such assessments to be established and collected as hereinafter provided; and (iii) specific assessments against any particular Unit which are established pursuant to the terms of this Declaration, including, but not limited to, reasonable fines imposed in accordance with the terms of this Declaration.

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

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

The Board of Directors shall have the right to: (i) not spend the full amount budgeted for any particular line item in the budget; (ii) spend more than what has been budgeted; and (iii) shift revenues within the budget from one line to another. Notwithstanding anything to the contrary stated herein, during the Declarant Control Period, Declarant or Declarant appointed Board of Directors shall be authorized to unilaterally adopt a new or revised budget to reflect costs that were not contemplated at the time the initial, estimated operating budget for the Association was developed, or to reflect unanticipated changes in the costs of a line item in such budget, or to provide for the submission of an additional phase to the Condominium as described herein.

10.3. Computation of Operating Budget and Assessment. Prior to the beginning of each new fiscal year, the Board of Directors shall (1) prepare a budget covering the estimated expenses of the Association for the upcoming new fiscal year, which shall include any amounts the Association is required or permitted to pay pursuant to the terms of the Master Declaration and any easement and cost-sharing agreement, and shall fix in the budget the amount of the annual assessment for the upcoming new fiscal year, and (2) deliver a copy of the budget to each Owner at least thirty (30) days prior to the beginning of the new fiscal year. The budget shall not operate as a limitation on expenditures by the Board, but, rather, the budget is merely an estimate of expenses on which the Board may base the annual assessment. The budget and the assessment shall become effective unless disapproved by the Majority of the Total Association Vote at a meeting of the membership held prior to the beginning of the new fiscal year and Declarant (so long as the Declarant shall own a Unit or has the right to unilaterally expand the Condominium by

annexing the Additional Property to the Declaration as provided for herein). Said meeting may be the annual meeting of the members if the annual meeting is held prior to the beginning of the new fiscal year, or may be at a special meeting requested in accordance with the Bylaws.

If either (1) the membership and Declarant disapprove the budget prior to the beginning of the new fiscal year as provided herein, or (2) the Board fails for any reason to either (a) prepare a budget and fix the amount of the annual assessment for the new fiscal year, or (b) deliver the budget to the members, as provided herein, then the budget and annual assessment in effect for the current fiscal year shall continue for the upcoming new fiscal year. In such event, or in the event the annual assessment is insufficient to cover the actual Common Expenses of the Association during any fiscal year, the Board of Directors may propose a new budget at any time during the year at a duly called special meeting of the Association. The proposed budget and assessment shall be delivered to the members at least twenty-one (21) days prior to the proposed effective date thereof and at least seven (7) days prior to the special meeting. The proposed budget and assessment shall become effective unless disapproved by the Majority of the Total Association Vote at such special meeting and Declarant (so long as the Declarant shall own a Unit or has the right to unilaterally expand the Condominium by annexing the Additional Property to the Declaration as provided for herein).

10.4. Fiscal Year. The fiscal year of the Association may be set by Board resolution or, in the absence thereof, shall be the calendar year.

10.5. Reserve Budget and Reserve Account. The Board may prepare an annual or multi-year reserve budget which shall take into account the number and nature of replaceable assets, the expected life of such assets, and the expected repair or replacement costs of such assets. The Board may establish a reserve account for such expected repair or replacement costs, and may fund the reserve account from collected assessments. The reserve budget shall not operate as a limitation on the expenditures of funds in the reserve account, but, rather, the Board may spend funds in the reserve account as deemed reasonable by the Board.

10.6. Special Assessments. In addition to the annual assessment provided for above, the Board may, at any time, and in addition to any other rights it may have, levy a special assessment against all Owners, notice of which shall be sent to all Owners. Any special assessment per Unit (except as provided Article VIII, Section 8.2 regarding the power to assess specially pursuant to Sections 44-3-80 (a) and (b) of the Act and Article XII herein, regarding repair or construction of casualty damage to or destruction of all or part of the Condominium) in excess of one-sixth (1/6) of the annual assessment for the Unit per fiscal year, or such higher amount as is authorized by the Act, shall be approved by a Majority of the Total Association Vote and Declarant (so long as the Declarant shall own a Unit or has the right to unilaterally expand the Condominium by annexing the Additional Property to the Declaration as provided for herein) prior to becoming effective.

10.7. Capital Contribution Assessment. Upon the conveyance of ownership of a Unit to any Person other than Declarant, including all resales, a capital contribution assessment shall

become due and payable to the Association by each new Owner. The amount of the capital contribution assessment shall be set by the Board of Directors at any time during the year in which this Declaration is recorded. Thereafter, prior to the beginning of each new fiscal year, the Board of Directors may determine the amount of the capital contribution assessment for the upcoming new fiscal year. In the event the Board does not determine the amount of the capital contribution assessment prior to the beginning of the next fiscal year, then the capital contribution assessment amount in effect at such time shall, by default, continue for the next fiscal year. The capital contribution assessment shall not be deemed to be an advance payment of any assessment and may not be paid in lieu of any assessment. The capital contribution assessment shall be the personal obligation of the new Owner and shall constitute a lien against the Unit. Notwithstanding anything to the contrary herein, no capital contribution assessment shall be due as a result of a conveyance of a Unit to an Owner's spouse, a person cohabitating with the Owner, or a corporation, partnership, company, or legal entity in which the Owner is a principal.

10.8. Assessment Exemption Period. Notwithstanding anything to the contrary stated herein, Declarant shall be excused from the payment of assessments to the extent permitted by the Act for a period (the "Assessment Exemption Period") commencing on the date this Declaration is recorded in the Official Records and ending on the following date, whichever occurs first: (i) the date being twenty-four (24) months after the date this Declaration was recorded in the Official Records, or such later date permitted by the Act; (ii) the date determined by Declarant, as provided in a written notice to the Association; or (iii) upon the date Declarant does not own any unoccupied Unit in the Condominium including any Additional Property subjected to the Condominium as described herein. During the Assessment Exemption Period, as to the portion of assessments assessed pursuant to Section 44-3-80(c) of the Act, Declarant shall pay such Common Expenses incurred by the Association during the Assessment Exemption Period that exceed the amounts assessed against other Owners. Additionally, during the Assessment Exemption Period: (i) no capital contributions, start-up funds, or contributions to capital reserve accounts that are receivable from Unit purchasers or Owners and payable to the Association at closing may be used for payment of Common Expenses; (ii) no portion of the payment of assessments collected from Owners intended to be utilized for reserves for deferred maintenance, reserves for depreciation, or other reserves, as shown on the operating budget for the Condominium may be used for payment of Common Expenses; and (iii) no prepayments of assessments made by Owners shall be used for the payment of Common Expenses prior to the time the assessments would otherwise be due.

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

If the Board of Directors reasonably determines that during a fiscal year there will likely be a surplus of funds at the end of such fiscal year (excluding amounts designated for reserves), the Board may, but shall not be required to, reduce the amount of the annual assessment to be collected from the Owners for the remainder of that fiscal year. Any Owner who has already paid the entire annual assessment at the time of such reduction shall, in the discretion of the Owner, either receive a refund of the overpayment or a credit of the amount of the overpayment towards the annual assessment of the Association for the following fiscal year. Notwithstanding the above, the Association may first apply the amount of any overpayment toward any other amount the Owner may owe to the Association.

10.10. Application of Funds. Notwithstanding anything to the contrary herein, the Association shall apply any funds in its possession or control to the timely payment of any monetary obligation owed to the Master Association before utilizing such funds for any other purpose or payment to any other Person. After the full payment of any such monetary obligation owed to the Master Association, the Association shall utilize such funds as the Board of Directors deems appropriate in accordance with the Condominium Instruments. This covenant is for the express benefit of the Master Association. Any violations thereof may be enforced directly by the Master Association.

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

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

(b) If partial payment of an assessment, fine, or charge is made, the amount received may be applied by the Board, in respective order, to post-judgment attorney's fees from any prior judgment, if any, then to costs and attorney's fees not reduced to a judgment, then to interest, then to late charges, then to delinquent assessments, and then to current assessments.

(c) If an assessment, fine, or charge due from an Owner remains delinquent and unpaid for more than thirty (30) days from the date due, then a notice of delinquency may be given to that Owner stating that if the unpaid assessment or charge remains delinquent for more than ten (10) days from the date of the notice of delinquency, the Board may accelerate and declare immediately due all of that owner's unpaid installments of the assessment. If the Owner fails to pay all amounts currently due within ten (10) days of the date of the notice of delinquency, all installments of the assessment shall be automatically accelerated and declared immediately due without any further notice being given to the delinquent Owner. Upon acceleration, that Owner

shall thereby lose the privilege of paying the assessment in installments for that fiscal year, unless reinstated in the Board's discretion. The notice of acceleration provided herein may be included in a collection litigation complaint filed against an owner for unpaid assessments and charges.

(d) If an assessment, fine, or charge remains unpaid more than sixty (60) days after the due date, the Association, acting through the Board, may institute suit to collect all amounts due pursuant to the provisions of the Declaration, the Bylaws, the Act, and Georgia Law, including reasonable attorney's fees actually incurred (and including post-judgment reasonable attorney's fees actually incurred from any prior judgment, if any).

(e) A member's right to vote and right to use the Common Elements shall automatically be suspended without notice during any period in which a member is more than thirty (30) days delinquent on any assessment or charge, and the member shall be ineligible to vote on any matter or use the recreational facilities until the member's account balance has been paid in full.

(f) If any assessment or other charge is delinquent for thirty (30) days or more, and the Association has obtained judgment(s) totaling more than seven hundred fifty dollars (\$750.00) against the Owner or encumbering the Unit, then, in addition to all other rights provided under Georgia Law and herein, the Association shall have the right, in compliance with any requirements set forth in the Section 44-3-76 of the Act, to suspend water, electricity, gas, heat, air conditioning, cable or satellite television, internet access or other internet-based services, or any other utility service to the Unit paid for as a Common Expense by the Association. Any costs incurred by the Association in discontinuing and/or reconnecting any utility or service, including reasonable attorneys' fees actually incurred, shall be an assessment against the Unit. The utility or service shall not be required to be restored until the judgment(s) is (are) paid in full, at which time the Association shall make arrangements for restoration of the utility or service. An Owner whose utility or service has been suspended hereunder shall not be entitled to use any such utility or service from any source, and any such unauthorized use shall be considered a theft of services under O.C.G.A. Section 16-8-5. Notwithstanding the foregoing, if cable television, satellite, or internet service or any other service not constituting a utility is provided by the Association as a Common Expense, that service may be suspended upon ten (10) days written notice to the delinquent Owner, without obtaining any judgment against the Owner or encumbering the Unit. Enforcement under this subsection is not dependent upon or related to other restrictions and/or other actions.

(g) If an assessment, fine, or charge remains unpaid more than thirty (30) days after the due date, the Association, acting through the Board, may suspend the right of the Owner, including any Occupant of the Owner's Unit and all guests of the Owner or Occupant, to bring or park vehicles on the Common Elements, including the streets, drives, driveways, and any other parking area; provided, however, the Board may not limit pedestrian, medical, fire, police or other health, safety, service or emergency vehicle ingress or egress to or from the Unit or deny necessary parking of clearly and properly identified handicapped vehicles used by handicapped Owners,

Occupants or guests protected by the Fair Housing Act of 1988. Prior to suspending such vehicular access privileges, the Association shall provide the delinquent Owner written notice via United States First Class Mail or certified mail of its intention to do so not less than ten (10) days prior to the date of such suspension. Following the tenth (10th) day from the date of the mailing of the notice, the right of the Owner, including any Occupant of the Owner's Unit and all guests of the Owner or Occupant, to bring or park vehicles on the Common Elements shall be automatically suspended until all amounts owed through the date of the notice are paid in full or unless otherwise agreed to by the Board. Any vehicle of an Owner, including any Occupant of the Owner's Unit and all guests of the Owner or Occupants, brought or parked on the Common Elements in violation of the suspension may be immediately towed without further notice to such Owner or notice to such Occupant, guest, or the owner of the vehicle. The Association, acting through the Board, may also enforce such suspension by deactivating vehicular gate access and through the imposition of fines.

10.12. Statement of Account. Any Owner, Mortgagee, or a Person having executed a contract for the purchase of a Unit, or a lender considering a loan to be secured by a Unit, shall be entitled to a statement from the Association setting forth the amount of assessments due and unpaid, including any late charges, interest, fines, or other charges against such Unit. The Association shall respond in writing within five (5) business days of receipt of the request for a statement; provided, however, the Association may require the payment of a fee as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Unit as of the date specified therein.

ARTICLE XI. INSURANCE

11.1. The Association, acting through its Board of Directors, shall obtain and maintain at all times, as a Common Expense, insurance as required by Section 44-3-107 of the Act, and as required herein, and as determined by the Board of Directors with regards to both limits of insurance and coverage. In accordance with the Act, the property insurance shall, at a minimum, afford fire and extended coverage insurance for and in an amount consonant with the full replacement value of the Buildings and other structures on the Condominium. The Board may, in its sole discretion, obtain an "all-risk" or similar insurance. Such coverage shall include all of the Units and the fixtures initially installed therein by Declarant and replacements thereof up to the value of those initially installed by Declarant, but shall not include any improvements or additions (including wall coverings and fixtures) made by or on behalf of any Owner other than those made by Declarant and shall exclude furnishings and other personal property within a Unit.

All insurance purchased by the Association pursuant to this Section 11.1 shall run to the benefit of the Association, the Board of Directors, officers, all agents and employees of the Association, the Owners and their respective Mortgagees, and all other Persons entitled to occupy any Unit as their interests may appear. The Association's insurance policy may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance equals at least the replacement cost of the insured property.

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

All insurance coverage for the Association shall be written in the name of the Association as trustee for itself, each of the Owners, and the Mortgagees of Owners, if any. It shall be the duty of the Board of Directors at least every two (2) years to conduct an insurance review to determine if the policy in force is adequate to meet the needs of the Association and to satisfy the requirements of Section 44-3-107 of the Act. Such responsibility may be performed, and shall be deemed reasonably performed, by the Board requesting the Association's insurance agent to verify that the insurance policies in existence meet the needs of the Association and satisfy the requirements of Section 44-3-107 of the Act, as amended.

11.2. The Board shall use commercially reasonable efforts to obtain policies that will provide the following:

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

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

(c) until the expiration of ten (10) days after the insurer gives notice in writing to the Mortgagee of any Unit, the Mortgagee's insurance coverage will not be affected or jeopardized by any act or conduct of the Owner of such Unit, the other Owners, the Board of Directors, or any of their agents, employees, or household members, nor be canceled for nonpayment of premiums;

(d) the master policy may not be cancelled, substantially modified, or subjected to nonrenewal without at least ten (10) days prior notice in writing to the Board of Directors and all Mortgagees of Units; and

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

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

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

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

11.6. In addition to the insurance required hereinabove, the Board shall obtain as a Common Expense:

(a) workers' compensation insurance, if and to the extent necessary to meet the requirements of law;

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

(c) if reasonably available, fidelity bonds or employee dishonesty insurance, covering officers, directors, employees, and other Persons who handle or are responsible for handling Association funds. Such bonds or insurance, if reasonably available, shall be in an amount consistent with the best business judgment of the Board of Directors, but in no event less than three (3) months assessments plus a reasonable amount to cover all or a reasonable portion of reserve funds in the custody of the Association at any time during the term of the bond; provided, however, fidelity coverage herein required may be reduced based on the implementation of financial controls which take one or more of the following forms: (a) the Association or management company, if any, maintains a separate bank account for the working account and the reserve account, each with appropriate access controls and the bank in which funds are deposited sends copies of the monthly bank statements directly to the Association; (b) the management company, if any, maintains separate records and bank accounts for each association that uses its services and the management company does not have the authority to draw checks on, or to transfer funds from, the Association's reserve account; or (c) two (2) members of the Board of Directors must sign any checks written on the reserve account; and

(d) such other insurance as the Board of Directors may determine to be necessary or desirable.

11.7. Insurance carried by the Association as a Common Expense shall not be required to include: (i) any part of a Unit that is not depicted on the original Survey and Floor Plans; or (ii) any part of a Unit that was not included as part of the collateral for the initial loan made for the

initial purchase of the Unit, nor shall the Association include public liability insurance for individual Owners for liability arising within the Unit.

11.8. Nothing contained herein gives any Owner or other party a priority over any rights of first Mortgagees as to distribution of insurance proceeds. Any insurance proceeds payable to the Owner of a Unit on which there is a Mortgagee endorsement shall be disbursed jointly to such Owner and the Mortgagee. This is a covenant for the benefit of any such Mortgagee and may be enforced by any such Mortgagee. Each holder of a first Mortgage shall be entitled to timely written notice of any casualty loss that affects either a material portion of the Condominium or the Unit securing its Mortgage. Each holder of a first Mortgage shall also be entitled to timely written notice of a lapse, cancellation, or material modification of any insurance policy maintained by the Association.

11.9. Every Owner shall be obligated to obtain and maintain at all times insurance covering those portions of his, her or its Unit to the extent not insured by policies maintained by the Association. Upon request by the Board, the Owner shall furnish a copy of such insurance policy or policies to the Association. In the event that any such Owner fails to obtain insurance as required by this subsection, the Association may purchase such insurance on behalf of the Owner and assess the cost thereof to the Owner, to be collected in the manner provided for collection of assessments under Article X hereof.

11.10. Insurance Deductibles. In the event of an insured loss, any required deductible shall be considered a maintenance expense to be paid by the Person or Persons who would be responsible for such loss in the absence of insurance. If the loss affects more than one (1) Unit or a Unit and the Common Elements, the cost of the deductible may be apportioned equitably by the Board among the parties suffering loss in proportion to each affected owner's portion of the total cost of repair. Notwithstanding the foregoing, if the insurance policy provides that the deductible will apply to each Unit separately or to each occurrence, each Owner shall be responsible for paying the deductible pertaining to his, her or its Unit, if any. If any Owner or Owners fail to pay the deductible when required under this Section 11.10, then the Association may pay the deductible and assess the cost to the Owner or Owners pursuant to Article VIII of this Declaration; provided, however, where the deductible is for insurance required under the Act, no Owner shall be assigned more than maximum amount as authorized by the Act, as the cost of the deductible for any one (1) occurrence.

11.11. Payment of Claims to Delinquent Owners. Notwithstanding anything to the contrary herein, in the event of an insured loss under the Association's master hazard insurance policy for which the Association receives from the insurer payment for a loss sustained by an Owner who is delinquent in the payment of assessments owed to the Association under Section 11.10 hereof, then the Association may retain and apply such proceeds to the delinquency. Any surplus remaining after application of the proceeds to any delinquency shall be paid by the Association to the affected Owner subject to Article X, Section 10.11 hereof.

ARTICLE XII. REPAIR AND RECONSTRUCTION

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

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

12.3. Source and Allocation of Proceeds. If the proceeds of insurance that the Association is required to obtain as provided in Article XI hereof are not sufficient to defray the costs of reconstruction and repair as determined by the Board of Directors, the additional costs shall be assessed against the Owners of the Unit(s) damaged in proportion to the damage to the Units, or against all Owners in the case of insufficient funds to cover damage to the Common Elements. These assessments shall not be considered a special assessment as discussed in Article X, Section 10.6. If there are surplus funds after repair and reconstruction is completed, such funds shall be common funds of the Association to be used as directed by the Board of Directors.

12.4. Floor Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the Floor Plans and specifications under which the Condominium was originally constructed to include fixtures initially installed by Declarant, but not any improvements or additions (including wall coverings and fixtures) made by or on behalf of any Owner, except where changes are necessary to comply with current applicable building codes or where improvements not in accordance with the original Floor Plans and specifications are approved by the Board of Directors. To the extent insurance proceeds are available, the Association may reconstruct or repair Owner improvements damaged as a result of fire or other casualty.

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

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

ARTICLE XIII. ARCHITECTURAL CONTROLS

13.1. Architectural Controls and Alterations of Units. All encroachments onto the Common Elements or Limited Common Elements, exterior change, alteration or construction (including painting and landscaping), and any erection, placement or posting of any object, sign, speaker, light, fountain, flag, personalized or customized exterior door mat, or thing on the exterior or roof of the Condominium, in any windows (except window treatments as provided herein), or on any Limited Common Elements or any Common Elements, and any interior modifications or alterations to a Unit affecting the Common Elements or structure or load bearing portions of a Unit, must receive the prior written approval of the Master Association Architectural Review Committee (“MAARC”), as set forth in the Master Declaration.

13.2. Relocation of Boundaries. Boundaries between adjoining Units shall not be relocated.

13.3. Subdivision of Units. No Unit shall be subdivided into a smaller Unit or Units.

13.4. Applications. Applications for approval of any such architectural modification shall be in writing and shall provide such information as the MAARC may reasonably require. MAARC shall be the sole arbiter of such application and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction that is not in conformance with approved plans.

13.5. Encroachments. The MAARC, subject to this Article XIII, may permit Owners to make encroachments onto the Common Elements as it deems acceptable.

13.6. Limitation of Liability. Review and approval of any application pursuant to this Article XIII may be made on any basis, including solely the basis of aesthetic considerations, and neither the Declarant, the Association, the Board, the MAARC, nor any member of the foregoing shall bear any responsibility for ensuring the design, quality, structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes, zoning regulations and other governmental requirements. Neither the Declarant, the Association, the Board, the MAARC, or any member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner, design, or quality of approved construction on or

modifications to any Unit, the Common Elements, or the Limited Common Elements, nor may any action be brought against the Declarant, Association, the Board, the MAARC, or any member thereof, for any such injury, damage, or loss. Neither the Declarant, the Association, the Board, the MAARC, nor any member thereof, shall be liable to any Person for any reason whatsoever for any injuries or damages whatsoever relating in any way to the approval, disapproval or conditional approval of any application submitted to it pursuant to the terms of this Article XIII or the Master Declaration.

ARTICLE XIV. USE RESTRICTIONS

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

In addition to the following use restrictions, the Board of Directors may adopt rules and regulations in accordance with the terms hereof and as specified in the Bylaws. Notwithstanding anything to the contrary contained in this Article XIV, all uses of a Unit must also comply with such use restrictions as set forth in the Master Declaration, and in the event of a conflict, the more restrictive use restriction shall apply.

14.1. Residential Use. Each Unit shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Unit or any part of the Condominium, including business uses ancillary to a primary residential use, except that the Owner or Occupant residing in a dwelling on a Unit may conduct such ancillary business activities within that dwelling so long as (1) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the dwelling; (2) the business activity does not involve visitation of the Unit by employees, clients, customers, suppliers, or other business invitees; provided, however, this provision shall not preclude delivery of materials or items by United States Postal delivery or by other customary parcel delivery services (U.P.S., Federal Express, etc.); (3) the business activity conforms to all zoning requirements for the Condominium; (4) the business activity does not increase traffic in the Condominium; (5) the business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the ability of the Association to obtain insurance coverage; and (6) the business activity is consistent with the residential character of the Condominium and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Condominium, as may be determined in the Board's sole discretion.

The terms “business” and “trade,” as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider’s family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor.

Notwithstanding the above, the use of a Unit by an on-site management company operating on behalf of the Association shall not be considered a trade or business within the meaning of this Article XIV. Further, the activities of the Declarant, or any Person acting on behalf of Declarant, shall not be subject to this Section 14.1.

14.2. Number of Occupants.

(a) The maximum number of Occupants in a Unit shall be limited to two (2) people per bedroom in the Unit as originally constructed. Upon written application, the Board shall grant variances to this restriction to comply with provisions of the Fair Housing Amendments Act of 1988 or any amendments thereto.

If an Owner of a Unit is a corporation, partnership, trust or other legal entity not being a natural person, the entity shall designate in writing to the Board the name(s) of the natural person(s) who will occupy the Unit who must have a significant relationship with the entity; provided, however, in the event the corporation, partnership, trust or other legal entity not being a natural person, or any officer, director, member, employee, trustee, beneficiary, partner or agent of such legal entity, receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument from or on behalf of the designated person(s), then such arrangement shall be considered leasing for purposes of this Declaration and the Owner shall be required to comply with Article XVI of this Declaration. The designated person(s) to occupy the Unit may not be changed, added to, or modified more frequently than once every two (2) years without the written approval of the Board of Directors, who may deny such request in its sole discretion.

14.3. Vehicles and Parking. No Owner or Occupant may keep more than a reasonable number of vehicles per Unit at any time. The Board may adopt reasonable rules limiting the number of vehicles each Owner may bring or parked on the Condominium, and such other reasonable rules governing the parking of vehicles within the Condominium, including guest parking. Vehicles may only be parked in garages or other areas authorized in writing by the Board. Vehicles may also be parked in the driveway/parking pad located immediately in front of the Limited Common Element garage space assigned to the Owner’s Unit, if any; provided, however, such parking shall be subject to such reasonable rules and regulations that the Board may adopt. Vehicles shall not be parked on any lawn, yard, or street.

Garage doors shall remain closed at all times, except for necessary use, ingress, and egress. Each garage should be maintained in such a manner that parking for the maximum number of motor vehicles for which it was originally designed to hold is allowed and possible. It is prohibited for an Owner or Occupant of a Unit that includes a garage to convert such garage to any other use. No Owner or Occupant of a Unit that includes a garage shall park his, her or its car or other motor vehicle on any portion of the Condominium, other than in the garage, unless the maximum number of cars or similarly sized motor vehicles which can be parked in the garage according to its design capacity are already parked in said garage.

Disabled and stored vehicles are prohibited from being parked in the Condominium except in garages. For purposes of this Section 14.3, a vehicle shall be considered "disabled" if it does not have a current license tag or is inoperable. A vehicle shall be considered "stored" if it remains in a location, other than in a garage, without prior written Board permission, for fourteen (14) consecutive days or longer or if it is covered for more than two (2) consecutive days with a car cover or tarp.

Boats, trailers, trucks with a load capacity of one (1) ton or more, full-size vans (excluding minivans or utility vehicles used as passenger vehicles), recreational vehicles (RV's and motor homes), vehicles used primarily for commercial purposes and containing visible evidence of commercial use (such as tool boxes or tool racks), and vehicles with commercial writings on their exteriors are prohibited from being parked in the Condominium, except in garages or other 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 at the Condominium during normal business hours for the purpose of serving the Unit, Common Elements, or Limited Common Elements; provided, that, without the written consent of the Board, no such vehicle shall be authorized to remain at the Condominium overnight or for any purpose except serving a Unit, Common Elements, or Limited Common Elements.

If any vehicle is parked on any portion of the Condominium in violation of this Section 14.3, or in violation of the Association's rules and regulations, the Board may send a notice to the vehicle owner or user, or 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 or booted. The notice shall include the name and telephone number of a person to contact regarding the alleged violation and shall include the name and telephone number of the person or entity which will do the towing or booting. If twenty-four (24) hours after such notice is placed on the vehicle, or three (3) days after the notice has been sent to the owner, the violation continues or thereafter occurs again within six (6) months of such notice, the vehicle may be towed or booted in accordance with the notice, without further notice to the vehicle owner or user.

If a vehicle is parked in a fire lane, is blocking another vehicle or access to another Owner's or Occupant's Unit or Limited Common Element, is obstructing the flow of traffic, or otherwise creates a hazardous condition, no notice shall be required and the vehicle may be towed

immediately. If a vehicle is towed or booted in accordance with this Section, neither the Association nor any director, officer or agent of the Association shall be liable to any person for any claim of damage as a result of the towing or booting activity. The Association's right to tow or boot is in addition to, and not in limitation of all other rights of the Association, including the right to assess fines.

The activities of the Declarant, or any Person acting on behalf of Declarant, shall not be subject to this Section 14.3.

14.4. Animals. No Owner or Occupant may keep any animals on any portion of the Condominium except as expressly permitted in this Section. An Owner or Occupant shall keep no more than two (2) dogs and/or cats per Unit; provided, however, no Owner or Occupant shall keep more than a total of two (2) dogs and cats per Unit. In addition, a reasonable number of other generally recognized household pets, as determined in the Board's sole discretion, weighing less than two (2) pounds each (including by way of illustration, but not limitation, fish, gerbils, and small birds) may be kept in a Unit. No Owner or Occupant may keep, breed or maintain any animal for any commercial purpose, and 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 MAARC approval. Dogs must be kept on a leash and be under the physical control of a responsible person at all times while outdoors, except in designated areas as determined by the Board, if any. Dogs may not be left unattended while leashed or tethered to any post, tree, or object. The keeping of animals on the Condominium shall be subject to the rules and regulations adopted by the Board.

Feces left by any animal on the Common Elements, on any Limited Common Element, or in any Unit, including the animal owner's Unit, or anywhere in the Condominium must be removed promptly by the owner of the animal or the person responsible for the animal. Fines may be imposed to enforce this provision.

No potbellied pigs, chickens, livestock, or dogs with a history of biting or other aggressive behavior may be brought into or kept in the Condominium at any time. No animal determined in the sole discretion of the Board to be a dangerous animal may be brought into or kept in the Condominium at any time by any Owner, Occupant, or guest of an Owner or Occupant. Any animal which endangers the health or safety of any Owner or Occupant of any Unit or which creates a nuisance or unreasonable disturbance, as may be determined in the Board's sole discretion, must be permanently removed from the Condominium upon seven (7) days written notice by the Board. If the Owner or Occupant fails to comply with such notice, the Board may remove the animal and/or obtain a court order requiring the Owner or Occupant to do so. Any animal which, in the Board's sole discretion, presents an immediate danger to the health, safety or property of any member of the Condominium may be removed by the Board without prior notice to the animal's owner.

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

14.5. Window Treatments. Unless otherwise approved in writing by the Board and except for Units owned by Declarant, all windows in a Unit, except foyer or architectural windows, shall have window treatments. The window treatment, including drapes, blinds, shades, or shutters, must appear to be white or cream colored when viewed from outside the Unit. All windows are required to have a minimum of two inch (2") horizontal wood blinds or shutters (or other materials approved in advance by the MAARC). Sliding glass doors shall have cream or white colored vertical blinds or drapes. The use of newspaper, bed sheets, tablecloths, or other obviously non-drapery fabrics is expressly prohibited, even on a temporary basis. Aluminum foil, reflective window treatments, window tinting, and window decals or stickers are expressly prohibited. Window treatments must be maintained in good condition, and must be removed or replaced if they become stained, torn, damaged, or otherwise unsightly in the opinion of the Board.

14.6. Flooring. Other than Declarant, no Owner, Occupant, or any other Person may replace, install, change, or modify the interior flooring of a Unit without first obtaining written approval of the Board. The Board may adopt standards for the replacement, installation, changing, or modification of flooring within Unit. After taking title to a Unit, and prior to replacing or installing any hard-surface flooring, each Owner acknowledges and agrees to apply in writing to the Association for written approval of the combined flooring and sound attenuation product to be used. Submittal must be accompanied by the approval of an Owner-retained acoustical consultant/engineer certifying that combined flooring and sound attenuation assembly will meet or exceed the HUD Grade II performance level per the Criteria for Airborne and Impact Sound Insulation between Dwelling Units attached as Exhibit "G." Should the Association approve the installation of the hard-surface flooring and sound attenuation assembly, a pre-installation test shall be conducted by the Owner-retained acoustical consultant/engineer to field verify the installation meets the Grade II performance requirements prior to completion of the installation. Should the pre-test determine the installation does not meet the Grade II performance requirements, the installation will be discontinued pending satisfactory revisions are submitted, approved by the Association, and determined to be adequate per field pre-testing.

14.7. Antennas and Satellite Dishes. No transmission antenna of any kind may be erected anywhere in the Condominium without written approval of the MAARC. No satellite dish, direct broadcast satellite (DBS) antenna, or multi-channel multi-point distribution service (MMDS) larger than one meter in diameter shall be placed, allowed, or maintained upon any portion of the Condominium, including a Unit. Satellite dishes and DBS and MMDS antennas one meter or less in diameter and television broadcast service antennas may only be installed in accordance with Federal Communication Commission (FCC) rules and the rules and regulations of the Association authorized by the FCC, both as may be amended from time to time. Except as provided by this

Section 14.7, no antenna or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained outdoors on any portion of the Condominium, whether attached to a home or structure or otherwise.

No holes or protrusions may be made in any exterior surface of the Condominium. Wires may not be draped, hung, or strung on the Building or the grounds. The Owner of the Unit to which satellite service is provided is responsible to the Association for any damage to the Condominium caused by the satellite dish installer or servicer. Owners shall contact the Association before shopping for an exterior satellite dish or antenna to determine if such equipment is permitted for a particular Unit and, if so, where it may be located. Owners should get Association's written authorization before any installation.

The Association may, but is not obligated to, install one or more satellite dishes upon the roof of a Building, to serve the Units within such Building. In lieu of installing a common satellite dish, the Association may, but is not obligated to, permit Owners to install a satellite dish upon the roof of such Owner's Building, subject to such additional rules and regulations as the Association may promulgate from time to time concerning the installation of satellite dishes upon the Building roofs. Each Owner is advised to contact the Association to determine whether the Association has elected to permit the Owners to install satellite dishes upon the Building roofs, and if so, to determine what additional rules will apply.

In the event that the Association elects to permit Owners to install satellite dishes upon the Building roofs, installation shall be conducted at the sole cost and expense of the Owner, by an installer or servicer approved by the Association.

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

14.9. Abandoned Personal Property. Personal property, other than vehicles as provided for herein shall not be kept, or allowed to remain for more than twenty-four (24) hours upon any portion of the Common Elements, other than on a Limited Common Element, without prior written permission of the Board of Directors. 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 and either discard or store the

personal property in a location which the Board may determine and shall have no obligation to return, replace or reimburse the owner of the property. The notice shall include the name and telephone number of the Person or entity that will remove the property and the name and telephone number of a Person 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.

Neither the Association nor any officer or agent thereof shall 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.

14.10. Use of Common Elements. There shall be no obstruction of the Common Elements, nor shall anything be kept on, parked on, stored on or removed from any part of the Common Elements without the prior written consent of the Board, except as specifically provided herein. Except as otherwise determined by the Board, all Owners and Occupants are prohibited from using the detention pond areas for any recreational or any other purpose. With prior written Board approval, and subject to any restrictions imposed by the Board, an Owner may reserve portions of the Common Elements for use for a period of time as set by the Board. Any such Owner who reserves a portion of the Common Elements as provided herein shall assume, on behalf of him or herself and his, her or its guests, Occupants and family, all risks associated with the use of the Common Elements and all liability for any damage or injury to any Person or thing as a result of such use. The Association shall not be liable for any damage or injury resulting from such use unless such damage or injury is caused solely by the willful acts or gross negligence of the Association, its agents or employees. There shall be no use of the roofs of the Buildings by the Owners, their family members, guests, tenants, invitees, agents or contractors. The Association and its agents and contractors shall have access to the roofs for performing its maintenance and repair responsibility. There shall be no gardening or landscaping on the Common Elements by Owners or Occupants without the prior written consent of the Board. This Section 14.10 shall not apply to Declarant, for so long as Declarant shall own a Unit for sale.

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

14.12. Balconies and Patios. Because balconies and patios are distinctive architectural features of the Condominium, an Owner may not change the appearance or condition of the balcony or patio in any manner, without the prior authorization of the MAARC. While certain types of furniture are allowed on balconies and patios, such items must be in good condition, of a first-class nature, and compatible with the design and quality of the Condominium, as determined by the Board in its sole and absolute discretion. Prohibited activities include the following:

- (a) Painting or staining any part of a balcony or patio.
- (b) Installing a cover of any kind over the open slat top of a balcony or patio.
- (c) Enclosing or covering of a balcony or patio in any manner.
- (d) Hanging items from the trellis, arbor, walls, roof, or railing, or failing to remove hanging items that the MAARC has determined to be unattractive, such as wind chimes, windsocks, birdfeeders, rope lights, and hanging baskets.
- (e) Maintaining anything on a balcony or patio that the MAARC determines to be unattractive, such as umbrellas, items of storage, bicycles, and oversize or inappropriate furniture.
- (f) Using the balcony or patio for storage.
- (g) Placing objects on the patio or balcony other than potted plants and patio furniture. This prohibition applies to objects such as, but not limited to, umbrellas, bicycles, laundry garments, towels and objects other than allowed above, except as may be authorized by the Board. Objects shall not be permitted to hang over or be attached to any exterior patio or porch wall or to otherwise protrude outside of the vertical plane formed by the exterior surface of the patio or porch wall. Penetration of the surfaces of a patio or porch wall or floor is prohibited. Enclosure of a patio or porch is also prohibited. As used herein, "enclosure" shall mean the permanent enclosure of a patio or porch into the heated and cooled space within the boundaries of a Unit.

14.13. Prohibition of Nuisance and Noise. Noxious, destructive, offensive, or unsanitary activity shall not be carried on within the Condominium. No Owner or Occupant may use or allow the use of the Unit or any portion of the Condominium at any time, in any way, which may endanger the health or property of other Occupants, unreasonably annoy, disturb or cause embarrassment or discomfort to other Owners or Occupants, or, in the Board's discretion, constitute a nuisance. The intention of this provision is to grant the Association and aggrieved Owners and Occupants a right of redress for actions, activities or conduct which unreasonably disturbs or impairs the peaceful and safe enjoyment of the Condominium. In this regard, specific unauthorized and unreasonable annoyances or disturbances shall include, but not be limited to, the following:

(a) Any screaming, shouting, excessively loud talking, whistling, or playing of music or television if such conduct can be heard in the normal course of activities in any other Unit;

(b) Any fighting, raucous behavior, or insobriety if such conduct can be heard in any other Unit;

(c) The use of any alarm, equipment, or device, mechanical or otherwise, which creates or produces excessively loud sounds or any vibrations at any time if such sounds can be heard or vibrations felt in the normal course of activities in any other Unit;

(d) Any threatening or intimidating conduct towards any resident, guest, Association manager, or pet at the Condominium;

(e) Any conduct which, in the Board's reasonable discretion, creates any danger or risk of injury to others or damage to property or which creates any threat to health or safety of any other resident or pet;

(f) Any excessively loud play or playground activities at any time if such conduct can be heard in the normal course of activities in any other Unit;

(g) Any consistent dog barking that can be heard in the normal course of activities in any other Unit;

(h) Any conduct which creates any noxious or offensive odor at any time if such odors can be detected in the normal course of activities in any other Unit;

(i) Any similar action or activity which interferes with the peaceful use and enjoyment of other Unit, the Common Elements, or the Limited Common Elements by any Owner, member of the Owner's family, guests, invitees, or Occupants; or

(j) Any construction or similar activities, other than construction activities of or on behalf of the Declarant, which can be heard in other Unit outside the hours of 7:30 a.m. and 7:30 p.m. Monday through Friday and 9:00 a.m. and 6:00 p.m. Saturday.

Nothing herein shall be construed to affect the rights of an aggrieved Owner or Occupant to proceed individually against a violator of this Section 14.13. The Board may, in its discretion, require any aggrieved Owner or Occupant to seek redress personally against the violator before the Association intervenes and commences enforcement action hereunder; provided, further, due to the general nature of violations of this Section 14.13, the Board may, in its discretion, elect that the Association not intervene or enforce this Section 14.13. No claim for any loss, damage or

otherwise, and no defense of selective, arbitrary, or capricious enforcement, shall exist for any Person as a result of any decision by the Board not to enforce this Section 14.13.

14.14. Prohibition on Smoking. The smoking of tobacco products is PROHIBITED within the Buildings, including without limitation, the Common Elements, including any hallways, the management office, elevators, garages and entry foyer, the individual Units, and the Limited Common Elements, including without limitation, the balcony areas. Smoking is also prohibited in any recreational area.

14.15. Firearms and Fireworks. The display or discharge of firearms at the Condominium is prohibited; provided, however, that the display or discharge of lawful firearms within the Condominium is permitted by law enforcement officers. The term “firearms” includes “BB” guns, pellet guns, and other firearms of all types, regardless of size. The use of fireworks within the Condominium is prohibited. The term “fireworks” shall include those items as listed in O.C.G.A. Section 25-10-1. Notwithstanding anything to the contrary contained herein or in the Bylaws, the Association shall not be obligated to take any action to enforce this Section.

14.16. Grills. Owners and Occupants may only keep and use barbeque grills that comply with all applicable state laws and local ordinances having jurisdiction over the Condominium, subject to the limitations contained in this Section. The Board reserves the right to prohibit or restrict the existence and/or use of all or certain outdoor cooking grills if, in the Board's discretion, a grill constitutes a fire hazard or is unattractive or oversized for the area in which it is kept. On permitted grills, (a) open fires must be supervised at all times; (b) gas tanks must be properly used and maintained; (c) no flames may be higher than the cooking surface; and (d) a grill may not be used near combustible materials. Notwithstanding the foregoing, to the extent permitted by all applicable state laws and local ordinances having jurisdiction over the Condominium, Owners and Occupants shall be allowed to have one (1) propane grill on his or her balcony and allowed two (2) propane tanks, each propane tank or LP-gas container being limited to a water capacity not greater than 50 pounds [nominal 20 pound LP-gas capacity] with an aggregate LP-gas capacity not to exceed 40 pounds (2 containers).

14.17. Signs. Except as may be erected by or on behalf of Declarant, no sign of any kind, including signs advertising Units for sale, for rent or for lease, may be erected, placed or permitted to remain on the Condominium or to be visible from windows in the Units. As used in this Section, “sign” includes, without limitation, lettering, images, symbols, pictures, shapes, lights, banners, and any other representation or medium that conveys a message. The Board may, but is not required to, authorize a sign, and such authorization may specify the location, nature, dimensions, number, and time period of a sign. This prohibition against signs also applies to any object visible from a street or driveway which the Board deems to be unsightly or inappropriate. The Association may cause the immediate removal of any sign or object that violates this Section or which the Board deems inconsistent with the Community-Wide Standards without liability for trespassing.

Notwithstanding the foregoing, a religious item on the entry door or door frame of a Unit (which shall not extend beyond the outer edge of the door frame) is permitted, provided that the size of the item(s), individually or in combination with other religious items on the entry door or door frame of the Unit, does not exceed twenty-five (25) square inches.

14.18. Heating and Cooling of Units. In order to prevent breakage of water pipes during colder months of the year and growth of mold and mildew during warmer months of the year resulting in damage to any portion of 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 at a setting of no less than fifty-five degrees (55°) Fahrenheit and no more than seventy-eight degrees (78°) Fahrenheit (except during power failures or periods when heating equipment is broken). Owners and Occupants of Units shall take all steps possible on a timely basis to keep heating and cooling equipment, including, but not limited to, the thermostat, in good working order and repair. The Board of Directors may fine any Owner or Occupant and/or may cause the water service to the violator's Unit to be discontinued for violation of this Section 14.18, in addition to any other remedies of the Association.

14.19. Rubbish, Trash, and Garbage. Rubbish, trash and garbage shall be disposed of in appropriate sealed bags and placed in proper receptacles/trash cans and landscape bags which shall be stored in the garage unless on pick-up or trash collection days. They shall be regularly removed from the Unit and shall not be allowed to accumulate in a Unit. The Board may establish rules and regulations regarding the storage location of trash bags, trash cans, and receptacles and the placement of same for pick-up. This Section 14.19 shall not apply to the Declarant, or its agents or designees.

14.20. Trash Collection Services. The term "Trash Collection Services" means the commercial collection of trash, garbage, debris, refuse, landscaping refuse, yard waste, recyclables, such as newspaper, plastic and glass, and other items and materials as may be determined by the Board of Directors to be included as trash. The Association may, but shall not be required to, provide Trash Collection Services for the Units. The Board of Directors shall have the right, but not the obligation, to negotiate with, contract with, and supervise, providers of Trash Collection Services. In the event the Association does provide Trash Collection Services, the costs of Trash Collection Services shall be a Common Expense of the Association. If any Owner creates any condition or disposes of any item which increases the expense of Trash Collection Services to the Association, then the increased expense may be specifically assessed against the Owner creating the additional expense.

14.21. 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 in any part of the Condominium. Clothing, bedding, rugs, mops, appliances,

indoor furniture, and other household items shall not be placed or stored outside the Unit. This Section 14.21 shall not apply to the Declarant or any builder, or their agents or designees.

14.22. Move-In/Move-Out. An Owner or Occupant shall not move furniture, personal property, construction materials, and other over-sized items in or out of the Condominium except during such hours and according to requirements to be determined by the Board of Directors.

14.23. Life-Safety Systems. Owners and Occupants shall not tamper with or disengage any portion of the life-safety systems that serve the Condominium, or any fire control devices (such as smoke detectors and call boxes), regardless of whether such items are located within the boundaries of a Unit.

14.24. Window Air Conditioners. No air conditioning unit or units shall be installed in any window of any Unit.

14.25. Delivery Receptacles and Property Identification Markers. The Declarant and the MAARC shall have the right to approve the location, color, size, design, lettering and all other particulars of receptacles for the receipt of mail, newspapers or similarly delivered materials, and of name signs for such receptacles as well as property identification markers.

14.26. Garage Sale. No garage sale, yard sale, or similar activity shall be conducted in the Condominium.

ARTICLE XV. AGE RESTRICTION

The Condominium is subject to those certain age restrictions set forth in Section 9.24 of the Master Declaration requiring the occupancy by at least one person fifty-five (55) years of age or older, and prohibiting the occupancy of persons under eighteen (18) years of age (collectively, the "Community Age Restriction").

ARTICLE XVI. LEASING

16.1. Leasing Restrictions. Except as otherwise permitted by Declarant with regard to Units still owned by Declarant, the following restrictions shall apply to any lease or rental of any portion of a Unit:

(a) No lease or rental of a Unit shall be for a period of less than 365 consecutive days in duration, and no more than two (2) leases of a Unit shall be permitted in any twelve (12) month period (i.e., a Unit Owner may not lease a Unit, terminate such lease prior to expiration of the lease term, and enter into a second lease with the same tenant where the terms of such leases together exceed 365 days). Short-term rentals, transient tenants, and any other service utilized to permit temporary occupancy of Units as accommodations to guests or tenants (for example, Airbnb, HomeAway, VRBO, or other similar services) are expressly prohibited;

(b) No Owner may lease or rent such Owner's Unit if the Owner is delinquent in the payment of any Assessments;

(c) Only entire Units (no partial Units) may be rented, provided the occupancy is only by the tenant, and such tenant's family and guests; no individual rooms may be rented, and no transient tenants may be accommodated (provided that this subsection (c) shall not be applicable to Declarant);

(d) Leasing or rental of any Unit shall not excuse or exempt the Owner of such Unit from compliance with the Community Age Restriction at all times; and

(e) All leases must be in writing and shall be subject to this Declaration, the Master Declaration, and the Bylaws.

16.2. Subleasing. The sub-leasing or sub-renting of an Owner's interest shall be subject to the same limitations as are applicable to the leasing or renting thereof.

16.3. Notice. At least seven (7) days prior to entering into the lease of a Unit, the Owner shall provide the Board of Directors with a copy of the proposed lease and such other information as the Board may reasonably require. The Unit Owner must provide the tenant copies of the Declaration, Bylaws, and the Association rules and regulations.

16.4. Compliance with Declaration, Bylaws, and Rules and Regulations. Any tenant of a Unit shall comply with all provisions of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto and shall control the conduct of all other occupants and guests in order to ensure compliance with the foregoing. The tenant acknowledges that the violation by tenant or any occupant living with tenant of any provision of the Declaration, Bylaws, or rules and regulations adopted thereunder shall constitute a default under the lease. Owner shall cause all occupants of his or her Unit to comply with the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, and is responsible for all violations and losses caused by such occupants, notwithstanding the fact that such occupants of the Unit are fully liable and may be sanctioned for any violation of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto. If the tenant, or a person living with the tenant, violates the Declaration, Bylaws, or a rule and regulation for which a fine is imposed, such fine may be assessed against the tenant and against the Owner; provided, however, if a fine is not paid by the tenant within the time period set by the Board of Directors, the Owner shall pay the fine upon notice from the Board of the tenant's failure to do so. Unpaid fines shall constitute a lien against the Unit. Any tenant charged with a violation of the Declaration, Bylaws, or rules and regulations adopted pursuant thereto is entitled to the same procedure to which an Owner is entitled prior to the imposition of a fine or other sanction. Each Owner hereby delegates and assigns to the Association, acting through the Board of Directors, the irrevocable power and authority of enforcement against the tenant for breaches resulting from the violation of the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, including the irrevocable power and authority to evict the tenant on behalf and for the benefit of

the Owner, in accordance with the terms hereof, or to require the Owner to do so. In the event the Association proceeds to evict the tenant, any costs, including attorney's fees and court costs, associated with the eviction shall be specially assessed against the Unit and the Owner thereof, such being deemed hereby as an expense which benefits the leased Unit and the Owner thereof.

16.5. Use of Common Elements. Upon lease or rental of a Unit, the Owner transfers and assigns to the tenant, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Elements, including, but not limited to, the use of any and all recreational facilities and other amenities, if any; provided, however, the Owner shall retain the right to use the Common Elements for ingress and egress to and from the Owner's Unit.

16.6. DVA Exemption. To the extent that any provision set forth in this Declaration, the Master Declaration, or the Bylaws regarding leasing is inconsistent with the requirement(s) of guaranteed or direct loan programs of the United States Department of Veterans Affairs, as set forth in Chapter 37 of Title 38, United States Code, or part 36 of title 38, Code of Federal Regulations ("DVA Financing"), such provision shall not apply to any Unit that is: (i) encumbered by DVA Financing or; (ii) owned by the Department of Veterans Affairs.

ARTICLE XVII. MAINTENANCE RESPONSIBILITY

17.1. Association's Responsibility. The Association shall maintain and keep in good repair as a Common Expense the "Area of Common Responsibility," which includes the following:

(a) all Common Elements, including any Limited Common Elements, but excluding all improvements made to such Limited Common Elements; provided, however, the cost of maintenance and repair of Limited Common Elements may be assessed against the Owner to whom the Limited Common Element is assigned under Article VIII, Section 8.2;

(b) all gutters, cornices, roofs and the roofs support systems, including, without limitation, trusses, decking, felt and shingles;

(c) periodic painting, caulking, staining and/or cleaning of exterior surfaces of the Buildings, cornices, gable vents, columns, porch ceilings, exterior window frames, garage doors, and entry doors and door frames on a schedule to be determined by the Board of Directors; and

(d) periodic cleaning of exterior window surfaces on a schedule to be determined by the Board of Directors.

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 hereunder (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 from the Association even if the Association accepts the maintenance or repair.

The Association shall repair incidental damage to any Unit resulting from performance of work that 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". Such repair and subsequent cleaning shall be performed based on a reasonableness standard. 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 of Directors.

The Association shall not be liable for injury or damage to Person or property caused by the elements or by the Owner of any Unit, or any other Person, or resulting from any utility, rain, snow or ice which may leak or flow from any portion of the Common Elements or from any pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain hereunder, except for injuries or damages arising after the Owner of a Unit has put the Association on notice of a specific leak or flow from any portion of the Common Elements and the Association has failed to exercise due care to correct the leak or flow within a reasonable time thereafter. The Association shall not be liable to the Owner of any Unit or such Owner's Occupant, guest, or family, for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Common Elements. The Association shall not be liable to any Owner, or any Owner's Occupant, guest or family for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Section 17.1 where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

17.2. Owner's Responsibility. Each Owner shall have the obligation to maintain and keep in good repair all portions of his, her or its Unit and all improvements made by the Owner to the Limited Common Elements assigned to the Unit except any portion of a Unit which is expressly made the maintenance obligation of the Association as set forth in Section 17.1 above. This maintenance responsibility shall include, but not be limited to the following: all glass surfaces (including exterior cleaning), windows, window frames (except for periodic painting, caulking, staining and/or cleaning of the exterior window frames), 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, caulking, staining and/or cleaning of the exterior surface of entry doors and door frames); all portions of the heating and air conditioning system, including the air conditioning compressor and the fan coil 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 electricity, water, sewer, or air conditioning pipes, lines, ducts, conduits, or other apparatus serving only the Unit); and replacement of all exterior light bulbs for light fixtures that serve that Unit and are attached to the exterior of a Unit.

In addition, each Owner shall have the responsibility:

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

(b) to perform all maintenance responsibilities in such manner so as not to unreasonably disturb other Persons in other Units;

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

(d) 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 act or failure to act of the Owner, his, her or its family, tenants or guests, with the cost thereof to be added to and become part of the Owner's next chargeable assessment.

17.3. Failure to Maintain. If the Board determines that any Owner has failed or refused to discharge properly the Owner's obligation with regard to the maintenance as provided in this Article, then, except in the case of an emergency as determined in the sole discretion of the Board, 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 within which to complete the maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within ten (10) days and diligently pursue completion of such repair or replacement. If the Board determines that: (i) an emergency exists, or (ii) that an Owner has not complied with the demand given by the Association as herein provided, then the Association may provide any such maintenance, repair, or replacement at the Owner's sole cost and expense, and such costs shall be an assessment and lien against the Owner and the Unit.

If, during the course of performing such maintenance, the Association discovers that maintenance, repair, or replacement is required of an item which is the Owner's responsibility, and such maintenance, repair, or replacement must be performed for the Association to properly

complete its maintenance project, then the Association may perform such work on behalf of the Owner and at the Owner's expense without prior notice to the Owner.

In the event the Board exercises such self-help as provided herein, and in the event further self-help based upon the same or a substantially similar violation is deemed necessary by the Board within the following six (6) months, the Board may exercise such self-help without further notice to the Owner, and all costs shall be an assessment and lien against the Owner and the Unit.

The Board may alternatively enforce this Article XVII through monetary fines against the Owner or Occupant of the Unit, and each day the maintenance, repair, or replacement is not completed shall constitute a separate violation for which fines may be assessed on a per diem basis.

17.4. Maintenance Standards and Interpretation. The Board of Directors, in its discretion, may determine schedules of maintenance and repair of the Area of Common Responsibility, and may do so based on the availability of funds for performance of such projects. The Board shall attempt to determine and prioritize schedules based on its opinion of severity of damage and need for corrective work or maintenance. Maintenance and repairs which are part of the Association's responsibility need not be made upon Owner request if, in the Board's discretion, an emergency condition does not exist and such maintenance or repair is included or is to be included within the Board's schedule of maintenance or repairs.

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 Article XVII. No decision or interpretation by the Board shall constitute a binding precedent with respect to subsequent decisions or interpretations of the Board.

17.5. Measures Related to Insurance Coverage. The Board shall have the authority to require any Unit Owner to do any act or perform any work involving portions of the Condominium which are the Owner's maintenance responsibility, which will, in the Board's sole discretion, decrease the possibility of fire or other damage in the Condominium, reduce the Association's insurance premium(s) or otherwise assist the Board in procuring or maintaining insurance coverage. This authority shall include, but shall not be limited to, requiring Owners to insulate pipes sufficiently or take other preventive measures to prevent freezing of water pipes; requiring Owners to install smoke detectors; requiring Owners to make improvements to the Units and Limited Common Elements; and such other measures as the Board may reasonably require.

17.6. Mold Disclosure and Waiver. Mold, mildew, fungi and microbiological organisms (collectively, "Mold"), are present in soil, air and elsewhere in the environment. Mold can proliferate in various environments, including, among others, damp areas such as bathrooms and within walls and partitions. Concerns have been expressed about the possible adverse effects on human health from exposure to Mold. According to the Consumer Product Safety Commission and the American Lung Association, some diseases or illnesses have been linked with biological

pollutants in the indoor environment, including some forms of Mold. However, it is believed that many of these conditions may also have causes unrelated to the indoor environment. Therefore, as of the date of this Declaration, it is unknown how many potential health problems relate primarily or exclusively to indoor air quality or Mold. Declarant and the Association are not qualified and have not undertaken to evaluate all aspects of very complex issue. Declarant and the Association have not performed any testing or evaluation of, and make no representations or warranties, express or implied, concerning the past, current or future presence or absence of Mold in the Unit, any Limited Common Elements allocated to the Unit, any unfinished perimeter walls located within the Unit, or any other Common Elements or within the vicinity of the Condominium. Declarant and the Association recommend that each Owner, at the Owner's expense conduct its own investigation and consult with such experts as the Owner deems appropriate regarding the occurrence and effects of Mold, the potential sensitivity or special risk the Owner, his, her or its family members, and others individuals, who will occupy or use the Unit.

When excessive moisture or water accumulates indoors, Mold growth can and will occur, particularly if the moisture problem remains unaddressed. There is no practical way to eliminate all Mold in an indoor environment. The key to controlling indoor Mold growth is to control moisture. Each Owner shall maintain the Unit in such a manner as to reduce the potential for increased Mold formation or growth, including, without limitation, keeping dryer and other vents and/or fans clear and functioning and preventing and repairing plumbing, window and other leaks and sources of moisture. Each Owner shall conduct periodic inspections of the Unit, Limited Common Elements assigned to the Unit, and any other portion of the Condominium for which the Owner is responsible to maintain, for the presence of Mold or conditions which may increase the ability of Mold to propagate within the Unit or other portions of the Condominium. Furthermore, each Owner shall monitor the Unit, and any other portion of the Condominium for which the Owner is responsible to maintain, on a continual basis for excessive moisture, water or Mold accumulation. If water or moisture is discovered in or around the Unit, the Owner shall immediately seek to eliminate the source of the water or moisture. Failure to eliminate the source of moisture can result in additional damage and the growth of Mold. Declarant will not be responsible for damages, and each Owner, by taking title to a Unit, hereby waives all rights to damages and subrogation of damages. Each Owner shall indemnify Declarant and the Association and hold Declarant and the Association harmless from damages, including all cases of personal injury or property damage, caused by the presence of Mold and/or water or moisture in the Unit or other portions of the Condominium to the extent that the damages are caused by: (i) the Owner's negligence or failure to properly maintain and monitor the Unit or other portions of the Condominium for which the Owner is responsible for maintaining; or (ii) the Owner's failure to promptly take appropriate corrective measures and minimize any damage caused by water or moisture (including, without limitation, failure to promptly notify and engage the help of appropriate professionals or experts).

ARTICLE XVIII. EASEMENTS

18.1. Easements for Use and Enjoyment. Every Owner of a Unit shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Elements, including the private streets and sidewalks, which shall be appurtenant to and shall pass with the title to the Owner's Unit, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any portion of the Common Elements, to limit the number of guests of Owners and tenants who may use the Common Elements, and to provide for the exclusive use and enjoyment of specific portions thereof at certain designated times by an Owner, the Owner's family, tenants, guests, and invitees;

(b) the right of the Association, acting through the Board, to make and to enforce reasonable rules and regulations governing the use of the Common Elements, including the Limited Common Elements, and the Units;

(c) the terms and conditions of this Declaration, the Bylaws, and the rules and regulations of the Association;

(d) the right of the Association to suspend the right of an Owner to use the Common Elements in the Condominium, if any, for any period during which any assessment against the Owner or Owner's Unit which is provided for herein remains unpaid and for a reasonable period of time for an infraction of the Declaration, Bylaws, or rules and regulations, and to suspend vehicular access privileges pursuant to this Declaration;

(e) the right of the Association to borrow money as may be set forth in this Declaration and the Bylaws;

(f) the right of the Association to grant permits, licenses, or easements across the Common Elements;

(g) the right of the Association to enter into easement and cost-sharing agreements with other Persons that benefit and/or burden the Condominium pursuant to such terms as the Board deems reasonable;

(h) the rights of the Owners to the exclusive use of the Limited Common Elements assigned to their respective Units; and

(i) the right of the Association to have access to the Units and Limited Common Elements assigned to a Unit to discharge its rights and obligations, under the Condominium Instruments, including without limitation, the maintenance responsibility of the Association.

Any Owner may delegate the Owner's right of use and enjoyment in and to the Common Elements and facilities located thereon to the members of the Owner's family, or to the Owner's tenants and guests, and shall be deemed to have made a delegation of all such rights to the Occupants if the Owner's Unit is leased; provided, however, the Owner shall retain such rights necessary for ingress and egress to and from the Owner's Unit.

18.2. Easements for Encroachment. The Units and Common Elements shall be subject to non-exclusive easements of encroachment as set forth in the Act.

18.3. Support. 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.

18.4. Easements for Utilities. To the extent that any utility line, pipe, wire, or conduit serving any Unit, Units or the Common Elements shall lie wholly or partially within the boundaries of another Unit or the Common Elements, such other Unit, Units, or the Common Elements shall be burdened with a non-exclusive easement for the use, maintenance, repair and replacement of such utility line, pipe, wire or conduit, such non-exclusive easement to be in favor of the Unit, Units, or Common Elements served by the same and the Association. It shall be the obligation of the benefited Owner to maintain, replace and repair any pipe, line, conduit, duct or wire owned by such Owner, even if such pipe, line conduit, duct or wire is located within the boundaries of a Unit of another Owner. In such circumstance, the benefited Owner shall repair all incidental damage to any Unit 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 as tile and trim, will be reinstalled 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 applique, and any other similar types of finishes, will not be the responsibility of the benefited Owner.

18.5. Pest Control. 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 the event the Association chooses to provide such pest control, the Association and its duly authorized contractors, representatives, and agents shall have an easement to enter Units for the purpose of dispensing chemicals for the exterminating of insects and pests within the Units and Common Elements. 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 of Directors to allow entry into the Unit for this purpose. The Association shall not be liable for any illness, damage, or injury caused by the dispensing of these chemicals for this purpose.

18.6. Easement for Private Streets, Sidewalks and Signs. Each Owner, subject to the terms of this Declaration, the Bylaws, and the rules and regulations of the Association, shall have a perpetual, non-exclusive right-of-way easement for vehicular and pedestrian access, ingress and

egress over and across the private streets within the Condominium. 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 Association shall have a perpetual, non-exclusive right and easement upon, over and across the private streets and roads and such other portions of the Condominium for the installation, maintenance, and use of such streets and roads, sidewalks, traffic directional signs, and related activities and improvements.

18.7. Community Bulletin Board. As part of the Common Elements maintained by the Association, Declarant and/or the Board shall have the right, but not the obligation, to erect on the Condominium a bulletin board primarily for the use of Owners in advertising their Units for sale and such other purposes determined by the Board and/or Declarant. For so long as the Association desires to maintain this bulletin board, each Owner and his licensed real estate broker and agent may use the Condominium for access, ingress and egress to and from this bulletin board; provided, however, the use of the bulletin board shall be subject to such reasonable nondiscriminatory rules and regulations as may be adopted or promulgated by the Board regulating the size and duration of such advertisements. Declarant or Board may terminate use of this bulletin board entirely at any time, and no property rights of any kind are created hereby.

18.8. Easement for Construction and Sales. Declarant reserves an easement across the Condominium for Declarant and any builder approved by Declarant to maintain and carry on development activities upon such portion of the Condominium as Declarant may reasonably deem necessary. This easement shall include an easement for such facilities and activities which in the sole opinion of Declarant may be required, convenient, or incidental to the development, construction, and sales activities related to the property in or near the Condominium. This easement shall include, without limitation, the following:

(a) The right of access, ingress and egress for vehicular and pedestrian traffic and construction activities over, under, on or in any portion of the Condominium as well as upon any Unit in the Condominium;

(b) The right to tie into any portion of the Condominium with driveways, parking areas, roads, and walkways;

(c) The right to tie into or otherwise connect and use (without a tap-on or other fee for doing so), replace, relocate, maintain, and repair any device which provides utility or similar services;

(d) The right to place directional or marketing signs on any portion of the Condominium, including upon any Unit, the Limited Common Elements, or the Common Elements;

(e) The right to alter drainage and water flow across any property in the Condominium, including the Units; and

(f) The right to construct and operate business offices, signs, construction trailers, model homes, and sales offices incidental to its construction, development and sales activities.

The Declarant shall not be required to obtain the approval or consent of the Association, the Board, the MAARC, or any director, officer, or member of same, to exercise any right granted to it pursuant to this Section 18.8. Further, Declarant shall have the unilateral right, but not the obligation, to record a separate document or record and/or amend any plat for the Condominium reflecting the establishment of any of the above easements.

18.9. Easements in Favor of Additional Property Owner. There is reserved to Declarant and its successors and assigns, including any purchaser of the Additional Property, a non-exclusive easement upon, across, above and under all property within the Condominium (including the Common Elements and Limited Common Elements) for purposes of developing the Additional Property whether or not it is developed as part of the Condominium. In accordance therewith and until such time as Declarant or its successors record an amendment to this Declaration effecting the submission of the Additional Property (which is not required), then 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 may deem necessary, such facilities and activities as in the sole opinion of Declarant may be required, convenient or incidental to Declarant's development, construction and sales activities related to the development of the Additional Property whether or not it is developed as part of the Condominium including, but without limitation, the following:

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

(b) 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

(c) the right to carry on sales and promotional activities in the community and the right to construct and operate business offices, signs, construction trailers, residences, model Units, and sales offices. Declarant may use residences, offices or other Units owned or used by Declarant as model Units and sales offices.

Rights exercised pursuant to such 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 his, her or its

sole expense. This Section 18.9 shall not be amended without Declarant or Declarant's successor and assign's express written consent for so long as the Additional Property has not been submitted to the Condominium.

18.10. Grant of Easements to Non-Members. For so long as Declarant has an option unilaterally to subject Additional Property to this Declaration as provided in Article XXII, Declarant shall have an easement and the right to grant to Persons who are not members of the Association, but who are residents of the Additional Property, the right to use the Common Elements, including, without limitation, recreational facilities. The extent and duration of such use shall be determined solely by Declarant.

Declarant hereby expressly reserves unto itself, its successors and assigns, a non-exclusive, perpetual right, privilege and easement with respect to the Condominium for the benefit of Declarant, its successors, assigns and the above-discussed non-member users, over, under, in and/or on the Condominium (including, without limitation, the above-described recreational facilities), without obligation and without charge, for the purposes of taking all actions related to or connected with the granting of non-member use and the use by such non-members as described above. The right, privilege and easement shall include, without limitation, the right of access, ingress, use and egress of and to the above-described recreational facilities and the right of access, ingress, use and egress for vehicular and pedestrian traffic over, under, on or in the Condominium roads, parking areas and walkways.

18.11. Drainage Easement. The Condominium is subject to that certain Drainage Easement entered into between the Declarant, the Master Association, and Grace Fellowship of South Forsyth, Inc., which is recorded in Deed Book 8300, Pages 155-166, of the Forsyth County, Georgia land records.

18.12. Additional Easements. Declarant and/or the Association shall have the right, but not the obligation, to enter into additional easements and cost-sharing agreements that benefit and/or burden the Condominium. The Condominium is bordered by a parcel of property that is currently intended to be developed as a commercial parcel; provided, however, neither the Declarant nor the Association are involved in such development. It is currently anticipated that an easement and cost-sharing agreement will be entered into between this commercial parcel owner and the Association relating to the use and maintenance of the streets within the Condominium and/or other Common Elements, as well as the sharing of the costs related to such areas. Notwithstanding the foregoing, neither the Declarant nor the Association are making any representations relating to the use of any property, including but not limited to the commercial parcel. Further, neither the Declarant nor the Association shall have the obligation to: (1) take any action to compel or otherwise require the development of any property; or (2) enter into any easement and cost-sharing agreement with any party.

ARTICLE XIX. SALE OF UNITS

19.1. Grantor's Obligation for Notice. A Unit Owner intending to make a transfer or sale of a Unit or any interest in a Unit shall give the Board written notice of such intention within seven (7) days after execution of the transfer or sales documents. The Owner shall furnish the Board, as part of the notice, the name and address of the intended grantee and such other information as the Board may reasonably require. This Article XIX shall not be construed to create a right of first refusal in the Association or in any third party.

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

ARTICLE XX. MORTGAGEE'S RIGHTS

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

- (a) by act or omission seek to abandon or terminate the Condominium;
- (b) change the pro rata interest or obligations of any individual Unit for the purpose of (A) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (B) determining the pro rata share of ownership of each Unit in the Common Elements;
- (c) partition or subdivide any Unit in any manner inconsistent with the provisions of this Declaration;
- (d) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Elements (the granting of easements or licenses, as authorized herein, shall not be deemed a transfer within the meaning of this clause); or
- (e) use hazard insurance proceeds for losses to any portion of the Condominium (whether to Units or to Common Elements) for other than the repair, replacement, or reconstruction of such portion of the Condominium.

Any holder of a first Mortgage shall be entitled to receive timely written notice of any proposed action that requires the consent of a specified percentage of Mortgagees.

The provisions of this Section 20.1 shall not be construed to reduce the percentage vote that must be obtained from Mortgagees or Owners where a larger percentage vote is otherwise

required by the Act or the Condominium Instruments for any of the actions contained in this Article XX.

20.2. Financial Statement. Any holder of a first Mortgage shall be entitled to receive a copy of the financial statement of the Association for the immediately preceding fiscal year, free of charge to the Mortgagee so requesting. Any holder of a first Mortgage shall be entitled, to also receive timely written notice of any sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of any Unit on which it holds the Mortgage.

20.3. Foreclosure. Where the Mortgagee holding a first Mortgage of record, 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, it shall not be liable, nor shall the Unit be subject to a lien, for the share of the Common Expenses or assessments by the Association chargeable to such Unit which became due prior to such acquisition of title. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from Owners of all the Units, including such acquirer, and its successors and assigns. Additionally, such acquirer shall be responsible for all charges accruing subsequent to the passage of title, including, but not limited to, all charges for the month in which title is passed.

20.4. Non-Impairment. Notwithstanding anything to the contrary herein contained, the provisions of this Declaration governing sales and leases shall not apply to impair the right of any first Mortgagee to: (i) foreclose or take title to a Unit pursuant to remedies contained in its Mortgage; (ii) take a deed or assignment in lieu of foreclosure; or (iii) sell, lease, or otherwise dispose of a Unit acquired by the Mortgagee.

20.5. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Unit.

20.6. No Priority. No provision of this Declaration or the Bylaws gives or shall be construed as giving 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.

20.7. 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 sixty (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.

ARTICLE XXI. AMENDMENTS

21.1. General. Except where a higher vote is required for action under any other provision 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 two-thirds (2/3) of the Total Association Vote and such amendment shall otherwise comply with the provisions of Section 44-3-93 of the Act. Moreover, no amendment to this Declaration shall modify, alter, or delete any: (a) provision of this Declaration that benefits Declarant; (b) rights, privileges, easements, protections, or defenses of Declarant; or (c) rights of the Owners or the Association in relationship to Declarant, without the written consent of Declarant attached to and recorded with such amendment, until the later of the following: (i) the date upon which Declarant no longer owns any Unit; or (ii) ten (10) years after the date on which this Declaration is recorded in the Official Records, whichever period of time is longer.

In addition, no amendment to this Declaration shall conflict with the provisions of the Master Declaration. Furthermore, no amendment to this Declaration shall modify, abridge, alter, or delete the rights, privileges, easements, protections, or defenses of the Master Association, as provided in this Declaration, without the written consent of the Master Association attached to and recorded with such amendment.

Notice of any meeting 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 Official Records.

21.2. Mortgage Holders. In addition to the above, material amendments to this Declaration must be approved by Mortgagees who represent at least fifty-one percent (51%) of the votes of Units that are subject to Mortgages. Notwithstanding the above, the approval of any proposed amendment by a Mortgagee shall be deemed implied and consented to if the Mortgagee fails to submit a response to any written proposal for an amendment within sixty (60) days after the Mortgagee receives notice of the proposed amendment sent by certified or registered mail, return receipt requested. Material amendments are those that establish, provide for, govern or regulate any of the following:

- (a) Voting;
- (b) Assessments, assessment liens or subordination of such liens;
- (c) Reserves for maintenance, repair and replacement of the Common Elements;
- (d) Insurance or fidelity bonds;

- (e) Rights to use of the Common Elements;
- (f) Responsibility for maintenance and repair of the Condominium;
- (g) Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium, except the submission of the Additional Property to the Condominium as set forth in this Declaration;
- (h) Boundaries of any Unit;
- (i) The interests in the Common Elements or Limited Common Elements;
- (j) Convertibility of Units into Common Elements or of Common Elements into Units;
- (k) Leasing of Units;
- (l) Imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer, or otherwise convey his, her or its Unit in the Condominium;
- (m) Establishment of self-management by the Association where professional management has been required by any of the agencies or corporations set forth below;
- (n) Amendment of any provisions that are for the express benefit of Mortgagees or insurers or guarantors of first mortgages on Units in the Condominium; and
- (o) Restoration or repair of the Condominium (after damage or partial condemnation) in a manner other than that specified in the Condominium Instruments).

21.3. Additional Amendments. Notwithstanding the foregoing, Declarant or the Board of Directors, without the necessity of a vote from the Owners, may amend this Declaration to correct any scrivener's errors, comply with any applicable state, city or federal law, and/or to bring the Condominium into compliance with applicable rules and regulations of the Federal National Mortgage Association ("Fannie Mae"), the U.S. Department of Housing and Urban Development ("HUD") and the Department of Veterans Affairs ("VA") pursuant to federal law. Furthermore, Declarant or the Board of Directors, without the necessity of a vote from the Owners, may record additional Plats and Floor Plans in the Official Records from time to time, as necessary or appropriate to further describe the Units, to correct incorrect Plats and Floor Plans, or to comply with the Act.

21.4. Limitation Period. Any action to challenge the validity of an amendment adopted under this Article XXI 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.

ARTICLE XXII. EXPANSION OF THE CONDOMINIUM

Declarant reserves the option to expand the Condominium by adding to the Condominium all or any part of the Additional Property on one (1) 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. There are no limitations fixing the boundaries of any portion of the Additional Property that may be submitted to Declaration, and there are no limitations regulating the order in which portions of the Additional Property may be submitted to this Declaration. This option shall expire seven (7) years from the date of recording of this Declaration; provided, however, Owners of Units to which two-thirds (2/3) of the Total Association Vote, excluding any votes appurtenant to any Unit or Units then owned by 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. If the Condominium is expanded in accordance with this Article XXII, the maximum number of separate Units that may be created on the Additional Property and added to the Condominium is eighty-one (81) for a total number of one hundred eight (108) separate Units. The maximum average number of Units per acre that may be created on any portion of property added to the Condominium is thirteen (13).

No assurances are made that any improvements will be made on all or any of the Additional Property that may be submitted to this Declaration. The Additional Property shall not necessarily be restricted exclusively to residential use, but shall be subject only to uses allowed by applicable zoning ordinances. No assurances are made that the units which may be built on all or any portion of the Additional Property will be substantially identical to the Units on the submitted property in any way whatsoever, including but not limited to the quality of construction, the principal materials to be used in such construction and architectural style. All improvements to be located on each portion of the Additional Property that is being submitted to the Condominium shall be substantially complete prior to its submission to the Condominium. Declarant shall have the right to assign Limited Common Elements on the Additional Property, which may include Limited Common Elements different from those assigned in this Declaration and there shall be no limitations on the right to assign Limited Common Elements on the Additional Property. In addition, in the event that the Additional Property is added to the Condominium, Declarant shall have the right, but not the obligation, to assign portions of the existing Common Elements as Limited Common Elements to some or all of the Units existing as of the date of recording of this Declaration.

The undivided interests in the Common Elements are allocated equally among the Units on the submitted property, and, upon the expansion of the Condominium to include any portion of the Additional Property, shall be reallocated among the Units on the submitted property and the Additional Property on the same basis. Any expansion under this Article XXII shall be effected by Declarant unilaterally executing and recording the amendments to this Declaration, the plats and the plans required by the Act, and to reflect any differences in the subsequent phase or phases as

contemplated by this Article, 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.

ARTICLE XXIII. GENERAL PROVISIONS

23.1. Enforcement. In addition to any other enforcement right set forth within the Declaration or Bylaws, the Association, acting through the Board of Directors, shall have the right to enforce, in its sole discretion, any violation of the Declaration, Bylaws or rules and regulations of the Association by a proceeding at law or in equity, or as otherwise provided herein. Failure of the Declarant or the Board of Directors to exercise its authority to take enforcement action authorized by the Declaration, Bylaws or rules and regulations of the Association shall not be grounds for any action against the Declarant, the Association, or the Board of Directors, or any of the directors, officers, employees, committee members, or agents of the foregoing. Owners may enforce the Declaration against other Owners by a proceeding at law or in equity.

(a) Fines and Suspensions of Use. The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the Owner's Unit, for any violation of the Declaration, Bylaws, or any Association rules and regulations. The Board shall further have the power to suspend the use of the Common Elements for any violation of the Declaration, Bylaws, or any Association rules and regulations. If any Occupant violates the Declaration, Bylaws or Association rules and regulations and a fine is imposed, the fine may be imposed against the Owner and/or Occupant. The Board may establish and promulgate a fining schedule. The Board shall not impose a fine or suspend the right to use the Common Elements, unless and until the Board has sent or delivered written notice to the Owner or Occupant as provided herein; provided, however, an Owner's right to use the Common Elements shall automatically be suspended without notice during any period in which an Owner is more than thirty (30) days delinquent on any assessment or charge, and the Owner shall be ineligible to use the Common Elements until the Owner's account balance has been paid in full.

(i) Notice. If any provision of the Declaration or Bylaws or any Association rule or regulation is violated, the Board shall send the violating Owner or Occupant written notice identifying the violation and fine and/or suspension being imposed and advising the Owner or Occupant of the right to request a hearing before the Board to contest the violation or the fine and/or suspension or to request reconsideration of the fine and/or suspension. Fines and suspensions may be effective or commence upon the sending of such notice or such later date specified in such notice, notwithstanding the Owner or Occupant's right to request a hearing before the Board to challenge the fine and/or suspension. In the event of a continuing violation, each day the violation continues or occurs again constitutes a separate offense, and fines may be imposed on a per diem basis without further notice to the Owner or Occupant. In the event an Owner or Occupant violates the same provision of the Declaration or Bylaws or any Association rule and regulation within six (6) months from the date of the notice, the Board may impose the fines and/or other sanction provided in the notice without further notice to the Owner or Occupant.

(ii) Hearing. If a written request for a hearing is received from the Owner or Occupant within ten (10) days of the date of the violation notice provided above, then the Board shall schedule and hold in executive session a hearing affording the Owner or Occupant a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing. The Board may establish rules of conduct for such hearing, which may include limits on time and on the number of participants who may be present at one time. Failure to request a timely hearing as provided herein shall result in loss of the right to challenge and request reconsideration of the fines or suspension. The Board of Directors may, but shall not be required to, suspend the fines and/or suspension until the date of the hearing.

(b) Suspension of Voting. A member's right to vote shall automatically be suspended during any period in which a member is more than thirty (30) days delinquent on any assessment or charge. The Association shall not be required to provide any notice to such member that the member's voting rights have been automatically suspended. The Board shall also have the right to suspend a member's right to vote for a reasonable period of time for any violation of the Declaration, Bylaws, or rules and regulations.

(c) Abatement and Self-Help. The Board or its designee may enter upon a Unit to exercise self-help in order to remove or abate any violation thereon of the Declaration; provided, however, the Board shall first provide the Owner of the Unit ten (10) days notice of the Board's intention to enter the Owner's Unit and provide the Owner with an opportunity to remove or abate the violation, provided further, such notice shall not be required if the Board determines that an emergency exists. All costs of self-help or of otherwise enforcing the Declaration, Bylaws or Association rules, including reasonable attorney's fees actually incurred, shall be assessed against the Owner, Occupant and/or Unit subject to the violation.

(d) Notice of Violation. The Association shall have the authority to record in the Forsyth County, Georgia land records a notice of violation identifying an uncured violation of the Declaration, Bylaws, or rules and regulations regarding a Unit.

(e) Enforcement Costs. The Owner or Occupant responsible for a violation shall be liable for all costs incurred in enforcement, including reasonable attorney's fees actually incurred, whether or not a legal proceeding in law or equity is filed in connection with the violation. In the event an Occupant is responsible for the violation, the Owner shall also be liable for all costs incurred in enforcement against such Occupant, including reasonable attorney's fees actually incurred, whether or not a legal proceeding in law or equity is filed in connection with the violation. All such costs shall be considered a specific assessment and shall become a lien against the Owner's Unit.

(f) Waiver. The failure of the Board to enforce any provision of the Declaration, Bylaws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter. Neither the Declarant, the Association, its Board of Directors, any duly created committee, any member of any of the foregoing, the Association's officers, nor agents shall have any liability of any kind as a result of any failure to enforce any provision contained in this Declaration, the Bylaws, or the rules and regulations of the Association. Each Owner

acknowledges and agrees that the Association has the discretion to pursue covenant violations based on the gravity of the violation, the strength of the Association's legal and factual position, and the Association's financial position. The Association's decision regarding any specific covenant violation shall not affect the rights of other Owners with respect to that violation.

23.2. Unit Keys. At the request of the Association, each Owner, by acceptance of a deed to a Unit, agrees to provide the Association with a key to the Unit (and the security alarm code, if any) to be used by the Association for maintenance, emergency, or life-safety purposes. Neither Declarant nor the Association shall be liable for any loss or damage due to its holding such key, or use of such key for the purposes described above and each Owner shall indemnify and hold harmless Declarant, the Association and its officers and directors against any and all expenses, including reasonable attorneys' fees actually incurred by or imposed upon Declarant, the Association or its officers or directors in connection with any action, suit, or other proceeding (including settlement of any such action, suit or proceeding) brought by the Owner or the Owner's family, tenants, guests, employees, invitees, or licensees against Declarant, the Association, its officers or directors arising out of or relating to its holding or use of such key for the purposes described above.

23.3. SECURITY. THE ASSOCIATION MAY, BUT SHALL NOT BE REQUIRED TO, FROM TIME TO TIME, PROVIDE MEASURES OR TAKE ACTIONS WHICH DIRECTLY OR INDIRECTLY MAY IMPROVE SAFETY AT THE CONDOMINIUM; HOWEVER, EACH OWNER, FOR HIMSELF OR HERSELF AND HIS OR HER TENANTS, GUESTS, LICENSEES, AND INVITEES, ACKNOWLEDGES AND AGREES THAT THE ASSOCIATION IS NOT A PROVIDER OF SECURITY AND SHALL HAVE NO DUTY TO PROVIDE SECURITY AT THE CONDOMINIUM. IT SHALL BE THE RESPONSIBILITY OF EACH OWNER TO PROTECT HIS OR HER PERSON AND PROPERTY AND ALL RESPONSIBILITY TO PROVIDE SUCH SECURITY SHALL LIE SOLELY WITH EACH OWNER.

THE ASSOCIATION SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SAFETY MEASURES UNDERTAKEN.

23.4. Dispute Resolution. Any Owner or Occupant must give written notice to the Declarant or Board requesting a hearing with the Declarant or Board and attend such hearing to discuss amicable resolution of any dispute against the Declarant or Association, respectively, before that Owner or Occupant files any lawsuit against the Declarant, the Association, the Board, or any officer or director, or any agent of same. The Owner or Occupant shall, in such notice and at the hearing, make a good faith effort to explain the grievance and resolve the dispute in an amicable fashion, and shall give the Declarant or Association a reasonable opportunity to address the Owner's or Occupant's grievance before filing suit. Upon receiving a request for a hearing, the Declarant or the Association shall give notice of the date, time, and place of the hearing to the Person requesting the hearing. The Declarant or the Board shall schedule the hearing for a date not

less than seven (7) nor more than twenty-one (21) days from the date of receipt of the notice of hearing from the Person requesting the hearing. Alternatively, the Declarant or Board may notify the Owner or Occupant that it is waiving the requirement of the Owner or Occupant to request and attend the hearing with the Declarant, builder, or the Board.

23.5. Limitation on Litigation. Except as provided in this Section 23.5, the Association shall not commence a judicial or administrative proceeding without the approval of Owners representing at least 75% of the total votes in the Association. This Section 23.5 shall not apply, however, to (a) actions brought by the Association to enforce the Declaration, Bylaws or rules and regulations of the Association (including, without limitation, the foreclosure of liens); (b) the collection of assessments; (c) proceedings involving challenges to ad valorem taxation; or (d) counterclaims brought by the Association in proceedings instituted against it. This Section 23.5 shall not be amended unless such amendment is approved by the percentage of votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

23.6. No Discrimination. No action shall be taken by 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 handicap.

23.7. Successor Declarant. Any successor to 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 Declarant.

23.8. Indemnification. The Association shall indemnify every officer and director against any and all expenses, including, without limitation, attorney's fees, imposed upon or reasonably incurred by any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which such officer or director may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available.

23.9. Disclosures. Each Owner and Occupant acknowledge the following:

(a) The Condominium is located adjacent to thoroughfares that may be affected by traffic and noise from time to time and may be improved and/or widened in the future.

(b) The natural light available to and views from an Owner's Unit may change over time due to, among other circumstances, additional development and the removal or addition of landscaping.

(c) 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.

(d) No representations are made regarding the schools that currently or may in the future serve the Unit.

(e) Since in every community there are conditions that different people may find objectionable, it is acknowledged that there may be conditions outside of the Condominium that an Owner or Occupant may find objectionable and that it shall be the sole responsibility of the Owners and Occupants to become acquainted with community conditions that could affect the Unit.

(f) Plumbing and concrete, tile and hardwood surfaces within a Unit may transmit noise, and such noise shall not constitute a use of a Unit that interferes with or causes disruption to the use and quiet enjoyment of another Unit by its respective Owner and/or Occupant.

(g) No representations are made that the Unit is or will be soundproof or that sound may not be transmitted from one Unit to another or from the Common Elements (including, but not limited to, any amenity areas) to a Unit. Sound transmission between Units and Common Elements is inherent in multi-family construction and is not a warrantable condition. Each Owner, by virtue of taking title to a Unit, hereby acknowledges and agrees, and shall be deemed to have acknowledged and agreed, that sound and impact noise transmission in Buildings such as within the Condominium is very difficult to control, and that noises from adjoining or nearby Units, Common Elements, Limited Common Elements, and/or mechanical equipment can be heard in another Unit. Declarant does not make any representation or warranty as to the level of sound or impact noise transmission between and among Units and other portions of the Condominium, and each Owner hereby waives and expressly releases, to the extent not prohibited by applicable law as of the date of this Declaration, any such warranty and claims for loss or damages resulting from sound or impact noise transmission.

(h) The Floor Plans and the dimensions and square footage calculations shown thereon are only approximations. Any Owner who is concerned about any representations regarding the Floor Plans should do his/her own investigation as to the dimensions, measurements and square footage of his/her Unit.

(i) Declarant may be constructing portions of the Condominium and engaging in other construction activities related to the construction of Common Elements and additional

phases of the Condominium. Such construction activities may, from time to time, produce certain conditions on the Condominium, including, without limitation: (A) noise or sound that is objectionable because of its volume, duration, frequency or shrillness; (B) smoke; (C) noxious, toxic, or corrosive fumes or gases; (D) obnoxious odors; (E) dust, dirt or flying ash; (F) unusual fire or explosion hazards; (G) temporary interruption of utilities; and/or (H) other conditions that may threaten the life-safety of Persons on the Condominium. Notwithstanding the foregoing, all Owners and Occupants agree that such conditions on the Condominium resulting from renovation and construction activities shall not be deemed a nuisance and shall not cause Declarant and its agents to be deemed in violation of any provision of this Declaration.

(j) Concrete surfaces in the Condominium are subject to cracking.

(k) When excessive moisture or water accumulates indoors, Mold growth can and will occur, particularly if the moisture problem remains unaddressed. There is no practical way to eliminate all Mold in an indoor environment. The key to controlling indoor Mold growth is to control moisture. Failure to eliminate the source of moisture can result in additional damage and the growth of Mold.

(l) While the drainage system for surface water runoff on the Condominium will be constructed in accordance with applicable governmental standards, the Condominium may still be subject to erosion and/or flooding during unusually intense or prolonged periods of rain.

(m) Concrete and hardwood surfaces and other uncovered surfaces within a Unit may transmit noise, and such noise shall not constitute a use of the Unit that interferes with or causes disruption to the use and enjoyment of another Unit by its respective Owner and/or Occupant.

(n) Owners and Occupants consent to Declarant changing, in its sole discretion, the Condominium name and the street names and addresses in the Condominium including the street address of the Unit during the Declarant Control Period.

(o) The cost of upgrades may not necessarily result in a commensurate increase in the value of the Unit.

(p) Radon is a naturally occurring radioactive gas that, when it has accumulated in sufficient quantities, may over time present health risks to persons who are exposed to it, and radon may be present in the Unit. Owners and Occupants can periodically test the Unit for radon gas, and, if desired by Owner or Occupant, install at Owner's or Occupant's sole expense automatic ventilation fans to prevent the build-up of radon gas levels.

(q) Wood contains moisture which dries over time. As wood in the Unit dries it may naturally shrink, crack and warp causing, among other things, sheetrock tears, nail pops,

cracks in baseboards and warping of door. If any of the above occurs, it is part of the normal aging of the Unit and not a construction defect.

(r) Certain materials used for fixtures in the Unit (including, but not limited to, brass/chrome plumbing fixtures, brass/chrome bathroom accessories and brass/chrome light fixtures) are naturally subject to discoloration, corrosion and/or oxidation over time and that the same do not constitute defects in these materials.

(s) Natural wood has considerable color variation due to its organic nature. There may be shades of color and mineral streaks in areas. Grain pattern or texture will vary from consistent to completely irregular; wood from different areas of the same tree can also have variations in pattern or texture. It is these variations that give wood its aesthetic quality. These variations in grain will in turn accept stain in varying amounts, which will show throughout the wood products from one door to the next, one panel to the next or one piece of wood to the next. Also, cabinet finishes (including gloss and/or matte finishes) will not be entirely consistent and some minor irregularities will be apparent. If any of the same are present in the wood in the Unit, it is part of the normal grain of the wood and not a construction defect.

(t) No representations are made that the systems in the Unit including, by way of example only, heating and air conditioning and electrical systems will operate or perform at a level or standard greater than the minimum specifications of the manufacturer.

(u) Water may pond on various portions of the Condominium having impervious surfaces, such as the driveways, decks, and patios, as applicable.

(v) Affiliates of Declarant may provide management services to the Association.

(w) The owners and occupants of any unit located in the Master Community, shall each have a perpetual, non-exclusive easement over the Condominium to the extent reasonably necessary for such owners and occupants to access, use and enjoy the walking trail located on a portion of the Condominium.

23.10. 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, any proceeds received for a taking of the Common Elements (other than Limited Common Elements) by condemnation or eminent domain shall, at the option of the Board, either be allocated to the Owners pursuant to Section 44-3-97(a) of the Act, as amended, or be deposited into the Association's operating account or reserve account to be applied to Common Expenses. Each holder of a first Mortgage shall be entitled to timely written notice of any such condemnation proceedings, and nothing in the Condominium Instruments shall be construed to give a priority over any rights of a first Mortgagee pursuant to its Mortgage to any Owner or any other party in the distribution of proceeds to such Unit.

23.11. Supremacy of Master Declaration. Every Owner, by acceptance of deed to a Unit, acknowledges that by being subject to and bound by the Condominium Instruments, he, she or it is subject to the Master Declaration. In addition to all of the rights and obligations that 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 the Master Declaration. The Association, the Board of Directors and all committees thereof shall also be subject to all superior rights and powers that have been conferred upon the Master Association. The Association shall take no action in derogation of the Master Declaration.

The Master Association shall have the authority to veto any action taken or contemplated to be taken by the Association, which the board of directors of the Master Association reasonably determines to be adverse to the either the interests of the Master Association and its members, or the Master Declaration. The Master Association shall also have the authority to require specific action to be taken by the Association in connection with its obligations and responsibilities hereunder or under the Master Declaration. Without limiting the generality of the foregoing, the Master Association may require specific maintenance or repairs or aesthetic changes to be effectuated by the Association, may require that a proposed budget include certain items and that expenditures be made therefore, and may veto or cancel any contract providing for maintenance, repair or replacement of any portion of the Condominium.

The Master Association shall give the Association written notice of any action required to be taken by the Association pursuant to this Section. Such action shall be taken within the time frame set forth in such written notice. If the Association fails to comply with the requirements set forth in the notice, the Master Association shall have the right to effect such action on behalf of the Association and shall assess Owners for their pro-rata share of any expenses incurred in connection with the foregoing in the manner provided in the Master Declaration. Such assessments may be collected as a special assessment thereunder and shall be subject to all lien rights provided for therein.

23.12. Implied Rights. The Association may exercise any right or privilege given to it expressly by this Declaration, the Bylaws, the Articles of Incorporation of the Association, 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.

23.13. Severability. Invalidation of any one of these covenants or restrictions 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, which shall remain in full force and effect.

23.14. Conflicts. The duties, powers, and obligations of the Association, including the members, directors, and officers, shall be those set forth in the Act, the Georgia Nonprofit Corporation Code, the Master Declaration, the Declaration, the Bylaws, the Articles of

Incorporation, and the rules and regulations of the Association. If there are conflicts or inconsistencies between such, then the provisions of the Act, the Georgia Nonprofit Corporation Code, the Master Declaration, the Declaration, the Bylaws, the Articles of Incorporation, and the rules and regulations of the Association, in that order, shall prevail; and each Owner of a Unit, by acceptance of a deed or other conveyance therefor, covenants to vote in favor of such amendments as will remove such conflicts or inconsistencies.

23.15. Trademark License. Declarant, or its licensor, is the owner of the trademark GATHERINGS (the "Trademark"). Declarant hereby grants to the Association and Owners a non-exclusive, limited, non-transferable license to use the Trademark (i) to identify the Condominium and the Association, (ii) to construct and maintain improvements within the Condominium that display the Trademark, (iii) and as reasonably necessary in the operation of the Condominium and the Association. The license granted by Declarant herein grants no licenses to the Association or Owners by implication or estoppel and may not be transferred or assigned by any Owner or the Association without advance written approval of Declarant. The limited license rights shall extend to any manager hired by the Association to manage the Condominium (the "Manager") and the Association is responsible for the Manager's compliance with the license granted herein. Declarant may terminate the license granted herein at any time in its sole and absolute discretion. EACH OWNER AND THE ASSOCIATION HEREBY RELEASES AND HOLDS HARMLESS DECLARANT AND DECLARANT'S OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE LICENSE GRANTED HEREIN.

23.16. Preparer. This Declaration was prepared by Brendan R. Hunter, Lueder, Larkin & Hunter, LLC, 5900 Windward Parkway, Suite 390, Alpharetta, Georgia 30005.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 7th day of December, 2022.

DECLARANT:

Signed, sealed and delivered
in the presence of:

BEAZER HOMES, LLC, a
Delaware limited liability company

Witness: Darvinia J. Artibey

By: [Signature] (Seal)

Name: Melanie Graf
Its: Authorized Signatory – Southeast Region

Notary Public

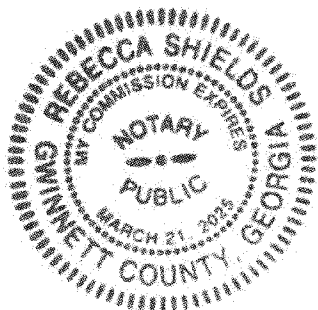


EXHIBIT "A"

SUBMITTED PROPERTY

All that tract or parcel of land located in Land Lot 488 & 489 of the 2nd district, Section 1 in Unincorporated Forsyth County, Georgia and being more particularly described as follows:

Beginning at the point where the western right of way of Cormac Drive forms an intersection with the northern 54' right of way of Orwell Way; Proceed along the right of way of Cormac Drive an arc distance of 28.27' with a radius of 18.00' to a point; Thence, S01°20'35"W, along the right of way of Cormac Drive, 106.11' to a point; Thence, continuing along the right of way an arc distance of 19.42', with a radius of 22.00' to a point; Thence, along the right of way, S00°30'55"W, 4.17' to a point; Thence departing from the right of way, N88°39'27"W, 271.98' to a point; Thence N01°20'49"E, 145.63' to a point on the 54' right of way of Orwell Way; Thence, following along the right of way of Orwell Way, S88°37'59"E, 261.70' to close on the point of beginning. The Parcel Contains 0.930 Acre.

**EXHIBIT “B”
UNIT LIST**

UNIT LIST

First Floor

Unit 4-104

Unit 4-105

Unit 4-106

Second Floor

Unit 4-201

Unit 4-202

Unit 4-203

Unit 4-204

Unit 4-205

Unit 4-206

Unit 4-207

Unit 4-208

Third Floor

Unit 4-301

Unit 4-302

Unit 4-303

Unit 4-304

Unit 4-305

Unit 4-306

Unit 4-307

Unit 4-308

Fourth Floor

Unit 4-401

Unit 4-402

Unit 4-403

Unit 4-404

Unit 4-405

Unit 4-406

Unit 4-407

Unit 4-408

This Unit List is only applicable to the Submitted Property submitted to the Condominium pursuant to the Declaration. Any Units to be located on the Additional Property will be listed in the amendment to the Declaration recorded as part of the expansion of the Condominium.

EXHIBIT "C"

ASSIGNMENT OF GARAGE SPACES

Unit Number	Garage Space
Unit 4-104	G 4-03
Unit 4-105	G 4-05D
Unit 4-106	G 4-03D
Unit 4-201	G 4-02D
Unit 4-202	G 4-04D
Unit 4-203	G 4-15
Unit 4-204	G 4-01D
Unit 4-205	G 4-10
Unit 4-206	G 4-11
Unit 4-207	G 4-12
Unit 4-208	G 4-13
Unit 4-301	G 4-08
Unit 4-302	G 4-06
Unit 4-303	G 4-17
Unit 4-304	G 4-09
Unit 4-305	G 4-18
Unit 4-306	G 4-01
Unit 4-307	G 4-16
Unit 4-308	G 4-19
Unit 4-401	G 4-07
Unit 4-402	G 4-05
Unit 4-403	G 4-14
Unit 4-404	G 4-20
Unit 4-405	G 4-02
Unit 4-406	G 4-04
Unit 4-407	G 4-22
Unit 4-408	G 4-21

*D indicates the Garage Space is located in a detached garage structure located outside of the Building.

This Exhibit only applicable to the Submitted Property submitted to the Condominium pursuant to the Declaration. Any spaces to be located on the Additional Property will be listed in the amendment to the Declaration recorded as part of the expansion of the Condominium.

EXHIBIT "D"

ASSIGNMENT OF STORAGE SPACES

Unit Number	Storage Space
Unit 4-301	S 4-05
Unit 4-303	S 4-01

EXHIBIT "E"

ADDITIONAL PROPERTY

All that tract or parcel of land located in Land Lot 488 & 489 of the 2nd district, Section 1 in Unincorporated Forsyth County, Georgia and being more particularly described as follows:

Beginning at the point where the western right of way of Cormac Drive forms an intersection with the northern 54' right of way of Orwell Way; Proceed along the right of way of Cormac Drive an arc distance of 28.27' with a radius of 18.00' to a point; Thence, S01°D20'35"W, along the right of way of Cormac Drive, 106.11' to a point; Thence, continuing along the right of way an arc distance of 19.42', with a radius of 22.00' to a point; Thence, along the right of way, S00°D30'55"W, 4.17' to a point; Thence departing from the right of way, N88°D39'27"W, 826.35' to a point; Thence N01°D22'16"E, 167.35' to a point on the right of way of Orwell Way; Thence, following along the right of way of Orwell Way, an arc distance of 79.33' having a radius of 142.75' to a point; Thence continuing along the right of way, S88°D37'59"E, 740.70' to close on the point of beginning. The Tract Contains 2.797 Acres.

TOGETHER WITH:

All that tract or parcel of land located in Land Lot 488 & 489 of the 2nd district, Section 1 in Unincorporated Forsyth County, Georgia and being more particularly described as follows:

Beginning at a point where the western right of way of Harper Lane forms an intersection with the northern 54' right of way of Orwell Way; Proceed N88°D37'59"W along the right of way of Orwell Way, 215.06' to a point; Thence, departing from the right of way N01°D20'51"E, 126.67' to a point; Thence, N42°D26'41"E, 92.16' to a point; Thence, S88°D38'03"E, 172.54' to a point on the 54' right of way of Harper Lane; Thence along the right of way of Harper Lane, S01°D21'58"W, 179.19' to a point; Thence, continuing along the right of way following an arc distance of 32.42' with a radius of 20.00' to close on the point of the beginning. This parcel contains 1.000 acre.

LESS AND EXCEPT:

All that tract or parcel of land located in Land Lot 488 & 489 of the 2nd district, Section 1 in Unincorporated Forsyth County, Georgia and being more particularly described as follows:

Beginning at the point where the western right of way of Cormac Drive forms an intersection with the northern 54' right of way of Orwell Way; Proceed along the right of way of Cormac Drive an arc distance of 28.27' with a radius of 18.00' to a point;

Thence, S01°20'35"W, along the right of way of Cormac Drive, 106.11' to a point;
Thence, continuing along the right of way an arc distance of 19.42', with a radius of
22.00' to a point; Thence, along the right of way, S00°30'55"W, 4.17' to a point; Thence
departing from the right of way, N88°39'27"W, 271.98' to a point; Thence N01°20'49'E,
145.63' to a point on the 54' right of way of Orwell Way; Thence, following along the
right of way of Orwell Way, S88°37'59"E, 261.70' to close on the point of beginning. The
Parcel Contains 0.930 Acre.

EXHIBIT “F”

BYLAWS

OF

GATHERINGS AT HERRINGTON CONDOMINIUM ASSOCIATION, INC.



LUEDER, LARKIN & HUNTER, LLC
ATTORNEYS AT LAW

5900 Windward Parkway, Suite 390

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BYLAWS
OF
GATHERINGS AT HERRINGTON CONDOMINIUM ASSOCIATION, INC.

ARTICLE I. GENERAL

1.1. Applicability. These Bylaws provide for the self-government of Gatherings at Herrington Condominium Association, Inc., in accordance with the Georgia Condominium Act, O.C.G.A. §§ 44-3-70, *et seq.*, as may be amended from time to time, the Articles of Incorporation filed with the Secretary of State and the Declaration of Condominium for Gatherings at Herrington Condominium (hereafter referred to as the “Declaration”), recorded in the Forsyth County, Georgia land records.

1.2. Name. The name of the corporation is Gatherings at Herrington Condominium Association, Inc. (hereafter referred to as the “Association”).

1.3. Definitions. The terms used herein shall have their generally accepted meanings or the meanings specified in Article II of the Declaration.

1.4. Membership. Every Owner shall be deemed to have a membership in the Association. This is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner’s membership. No Owner, whether one or more Persons, shall have more than one (1) membership per Unit owned. In the event of multiple Owners of a Unit, votes and rights of use and enjoyment shall be as provided in the Declaration and in these Bylaws. Membership shall be appurtenant to and may not be separated from ownership of any Unit.

1.5. Voting. Members shall be entitled to one (1) equal vote for each Unit owned. When more than one (1) Person holds an ownership interest in any Unit, the vote for such Unit shall be exercised as those Owners determine among themselves. In the absence of such advice, the Unit’s vote shall be suspended if more than one (1) Person seeks to exercise it. A member’s right to vote shall automatically be suspended during any period in which a member is more than thirty (30) days delinquent on any assessment or charge, and the member shall be ineligible to vote on any matter until the member’s account balance has been paid in full.

1.6. Entity Members. In the event an Owner is a corporation, partnership, trust, or other legal entity not being a natural person or persons, then any natural person who is an officer, director, or other designated agent of such corporation, partner of such partnership, beneficiary, or other designated agent of such trust, or manager of such other legal entity shall be eligible to represent such entity in the affairs of the Association. Such person’s relationship with the Association shall terminate automatically upon the

termination of such person's relationship with the entity which is the Owner of the Unit. The membership rights of an Owner which is a corporation, partnership, or other legal entity shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association.

1.7. Purpose. The Association shall have the responsibility of administering the Condominium, establishing the means and methods of collecting the assessments in accordance with the Declaration, and performing all of the other acts that may be required to be performed by the Association pursuant to the Act, the Declaration, and the Georgia Nonprofit Corporation Code. Except as to those matters which the Act, the Declaration, or the Georgia Nonprofit Corporation Code specifically require to be performed by the vote of the Association membership, the administration of the foregoing responsibilities shall be performed by the Board of Directors.

1.8. Electronic Communications.

(a) Records and Signatures. Whenever the Declaration or these Bylaws require that a document, record or instrument be written or in writing, the requirement is deemed satisfied by an electronic record pursuant to the Georgia Uniform Electronic Transactions Act. Whenever the Declaration or these Bylaws require a signature on a document, record or instrument, an electronic signature, in accordance with the Georgia Uniform Electronic Transactions Act, satisfies that requirement.

(b) Verification and Liability for Falsification. The Board of Directors may require reasonable verification of any electronic signature, document, record, or instrument. Absent or pending verification, the Board of Directors may refuse to accept any electronic signature or electronic record that, in the Board's sole discretion, is not authentic. Neither the Board of Directors nor the Association shall be liable to any Owner or any other Person for accepting or acting in reliance upon an electronic signature or electronic record that the Board of Directors reasonably believes to be authentic, or rejecting any such item which the Board of Directors reasonably believes not to be authentic. Any Owner or Person who negligently, recklessly or intentionally submits any falsified electronic record or unauthorized electronic signature shall fully indemnify the Association for actual damages, reasonable attorneys' fees actually incurred and expenses incurred as a result of such acts.

ARTICLE II. MEETINGS OF MEMBERS

2.1. Annual Meetings. The annual meeting of the members shall be held each year with the date, hour, and place to be set by the Board.

2.2. Special Meetings. Special meetings of the members may be called for any purpose at any time by the President or by request of any two (2) or more directors, or upon written petition of at least fifteen percent (15%) of the Total Association Vote. Any such written petition by the members must be submitted to the Association's Secretary. The Secretary shall then verify that the required number of members have joined in the petition

and shall submit the petition to the Association's President. The President shall then promptly call a special meeting for the purpose stated in the petition, and the Secretary shall send notice of the meeting in accordance with these Bylaws. Members petitioning for a special meeting may request the date, time and location of the meeting, but such request shall not be binding upon the Association.

2.3. Notice of Meetings. The Secretary shall mail or deliver to each member of the Association a notice of each Association meeting at least twenty-one (21) days prior to each annual meeting and at least ten (10) days prior to each special meeting. All notices shall state the date, time, and location of the annual or special meeting. If any member wishes notice to be given to an address other than the Owner's Unit address, the member shall designate such other address by written notice to the Secretary. The mailing or delivering of a meeting notice as provided in this Section 2.3 shall constitute proper service of notice.

2.4. Waiver of Notice. Waiver of notice of a meeting of the members shall be deemed the equivalent of proper notice. Any member may, in writing, waive notice of any Association meeting, either before or after such meeting. Attendance at a meeting by a member, whether in person or represented by proxy, shall be deemed waiver by such member of notice of the date, time and location thereof unless such member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted at such meeting unless objection to lack of notice is raised before the business, of which proper notice was not given, is put to a vote.

2.5. Quorum. The presence, in person or by proxy, of members entitled to cast one-third (1/3) of the Total Association Vote shall constitute a quorum. Once a quorum is established for a meeting, it shall conclusively be presumed to exist until the meeting is closed and shall not need to be reestablished. Members whose voting rights have been suspended pursuant to the Declaration or these Bylaws shall not be counted as eligible votes toward the quorum requirement.

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

2.7. Proxy. Any Association member entitled to vote may do so by written proxy duly executed by the member setting forth the meeting at which the proxy is valid. The term "proxy" shall mean the written document in which the member authorizes any other person to attend a membership meeting on behalf of the member and vote the member's vote at the meeting. The written proxy document shall not be required to be in any particular form; but to be valid, the proxy must be signed, dated, and filed with the Secretary prior to the opening of the meeting for which it is to be used. The member giving

the proxy shall be the “proxy giver” and the person holding the proxy and authorized to attend on behalf of the proxy giver and vote for the proxy giver shall be the “proxy holder.” Proxies may be delivered by either the proxy giver or the proxy holder by personal delivery, U.S. Mail, facsimile transmission, email, or other electronic means to any Board member or the property manager, if any. Proxies may be revoked only by written notice of the proxy giver delivered to the Secretary, except that the presence in person by the proxy giver at a meeting for which the proxy is given shall automatically invalidate the proxy for that meeting. A proxy holder may not appoint a substitute proxy holder unless expressly authorized to do so in the proxy. Proxies shall be counted towards establishment of a quorum.

2.8. Action Taken Without a Meeting. In the Board’s discretion, any action that may be taken by the Association members at any annual, regular, or special meeting may be taken without a meeting if the Board delivers a written consent form or written ballot to every member entitled to vote on the matter.

(a) Ballot. A written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot shall be valid only when (1) the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and (2) the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

All solicitations for votes by written ballot shall: (1) indicate the number of responses needed to meet the quorum requirements; (2) state the percentage of approvals necessary to approve each matter other than election of directors; and (3) specify the time by which a ballot must be received by the Board in order to be counted. A written ballot may not be revoked.

(b) Written Consent. Approval by written consent shall be valid only when the number of written consents received equals or exceeds the requisite majority of the voting power for such action. Executed written consents shall be included in the minutes or filed with the Association’s records. If an action of the members is approved by written consent hereunder, the Board shall issue written notice of such approval to all members who did not sign written consents. Membership approval shall be effective ten (10) days after written notice is issued; provided, however, if the consent is to an amendment to the Declaration or Bylaws which must be recorded, the effective date shall be no earlier than the date of recording of such amendment.

2.9. Order of Business. At all meetings of the Association, Robert’s Rules of Order (latest edition) shall govern when not in conflict with the Declaration, these Bylaws or the Articles of Incorporation, unless the members present at a particular meeting vote to suspend Robert’s Rules at that meeting. Failure to comply with Robert’s Rules shall not invalidate any action taken by the members of the Association.

ARTICLE III. BOARD OF DIRECTORS

3.1. Composition.

The affairs of the Association shall be governed by a Board of Directors composed of three (3) persons; provided, however, during the period of time that Declarant has the right to appoint and remove the directors and officers of the Association pursuant to Section 3.2 of this Article III, the Board of Directors shall be composed of one (1) to three (3) persons as determined by the Declarant. Except for directors appointed by the Declarant hereunder, the directors shall be Owners of Units or the spouse of an Owner; provided, however no Owner and his or her spouse may serve on the Board at the same time, and no co-owners may serve on the Board at the same time. No person shall be eligible to be elected to serve on the Board of Directors if they are shown on the books and records of the Association to be more than thirty (30) days delinquent in the payment of any assessment or charge by the Association.

3.2. Election and Term.

Notwithstanding anything to the contrary herein, Declarant shall have exclusive authority to appoint and remove directors and officers until the earlier of: (i) seven (7) years after the recording of the Declaration; (ii) unless Declarant at that time has an unexpired option to add Additional Property, the date as of which Unit to which eighty percent (80%) of the undivided interests in the Common Elements pertain shall have been conveyed by Declarant to Owners other than a Person constituting Declarant; or (iii) the surrender in writing by Declarant of the authority to appoint and remove the officers and directors of the Association.

Upon the termination of the Declarant's right to appoint and remove directors, the Association shall call a meeting to be held at which Owners shall elect three (3) directors. If such meeting is not the annual meeting, the directors elected shall serve until the next annual meeting. All Association members eligible to vote shall be entitled to cast their entire vote for each directorship to be filled. Those natural persons receiving the most votes shall be elected to the number of positions on the Board to be filled. The directorships for which elections are held shall be filled by that number of candidates receiving the most votes. There shall be no cumulative voting. Voting for election of Board members shall be by secret written ballot (unless dispensed by unanimous consent at the meeting at which such voting is conducted). Except as specifically provided herein, all directors shall be elected for one (1) year terms and shall hold office until their successors are elected. The newly elected Board shall meet within ten (10) days following the meeting at which the election occurred for the purpose of appointing officers and any other business that comes before the Board.

3.3. Nomination. Nomination for election to the Board may be made from the floor at the meeting. Nominations also may be made by a nominating committee, if appointed by the Board. The Board may also establish additional procedures for the nomination of directors.

3.4. Removal of Directors. At any valid regular or special Association meeting, any one or more directors, except those directors appointed by the Declarant, may be removed with or without cause by a Majority of Total Association Vote and a successor may then and there be elected to fill the vacancy created. In addition, any director who has had three (3) consecutive unexcused absences from regularly scheduled Board meetings or is more than thirty (30) days past due in the payment of any assessment or charge may be removed by the vote of a Majority of the other directors. Any director whose removal has been proposed shall be given at least ten (10) days notice of the calling of the meeting to consider his or her removal and shall be given an opportunity to be heard at the meeting.

3.5. Vacancies. Vacancies on the Board caused by any reason, except the removal of a director by vote of the membership as provided in Section 3.4 of this Article III, shall be filled by a vote of the Majority of the remaining directors, even though less than a quorum, at any Board meeting. The successor selected shall hold office for the remainder of the term of the director being replaced.

3.6. Compensation. Directors shall not be compensated for services. However, directors may be reimbursed for the expenses incurred in carrying out their duties as directors upon Board approval of such expenses. Directors also may be given nominal gifts or tokens of appreciation by the Association for recognition of services performed not to exceed a value of One Hundred and No/100 Dollars (\$100.00) per calendar year. For purposes hereof, reasonable food and beverages purchased for Board meetings shall not be considered compensation.

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

3.8. Regular Meetings. Regular Board meetings may be held at such time and place as determined by the Board, but at least once every three (3) months.

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

3.10. Waiver of Notice. Any director at any time, in writing, may waive notice of any Board meeting, and such waiver shall be deemed equivalent to the giving of such

notice. Attendance by a director at any Board meeting shall also constitute a waiver of notice by him or her of the time and place of such meeting. If all directors are present at any Board meeting, no notice shall be required and any business may be transacted at such meeting.

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

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

3.13. Action Without a Meeting. Any Board action required or permitted to be taken at any meeting may be taken without a meeting if a Majority of the directors consent in writing to such action. The written consents must describe the action taken. The written consents shall be filed with the minutes of the Board. The written consent may be by email or other electronic means; a copy of the consents shall be printed and filed with the minutes of the Board.

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

(a) preparation and adoption of an annual budget, in which there shall be established the contribution of each Owner to the common expenses;

(b) making assessments to defray the Common Expenses, establishing the means and methods of collecting such assessments;

(c) providing for the operation, care, upkeep, and maintenance of all portions of the Area of Common Responsibility for which the Association is assigned maintenance responsibility under the Declaration;

(d) designating, hiring, and dismissing the personnel necessary for the operation of the Association and the maintenance, repair and replacement of all portions of the Condominium for which the Association is assigned maintenance responsibility under the Declaration, and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a financial depository or institution which it shall approve, or otherwise investing the proceeds in accordance with any limitations set forth in O.C.G.A. Section 14-3-302, and using the proceeds to administer the Association;

(f) making and amending rules and regulations for the Condominium, and imposing sanctions for violation thereof, including reasonable monetary fines;

(g) opening of bank or other financial accounts on behalf of the Association and designating the signatories required;

(h) making or contracting for the making of repairs, additions and improvements to, or alterations of, the Common Property after damage or destruction by fire or other casualty, in accordance with the other provisions of the Declaration and these Bylaws;

(i) enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules and regulations adopted by it, and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

(j) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

(k) paying the costs of all services rendered to the Association or its members and not directly chargeable to specific Owners;

(l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred; and

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

3.15. Management Agent. The Association may, but shall not be required to, hire a professional management agent or agents, at a compensation established by the Board, to perform such duties and services as the Board of Directors shall authorize.

3.16. Borrowing. The Board shall have the power to borrow money for the purpose of maintenance, repair, restoration or improvement to the Common Property or for any other purpose; provided, however, if the total amount of such borrowing exceeds or would exceed Fifty Thousand and No/100 Dollars (\$50,000.00) of outstanding debt at any one time, such borrowing must first be approved by members of the Association holding a Majority of the Total Association Vote.

3.17. Liability and Indemnification of Officers and Directors. The Association shall indemnify every officer and director against any and all expenses, including, without limitation, attorney's fees, imposed upon or reasonably incurred by any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which such officer or director may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available.

ARTICLE IV. OFFICERS

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

4.2. Appointment of Officers. The Association officers shall be appointed annually by the Board of Directors, and shall hold office at the pleasure of the Board and until a successor is elected.

4.3. Removal of Officers. Upon the affirmative vote of a Majority of the Board members at any Board meeting at which a quorum is established, any officer may be removed, either with or without cause, and a successor may be appointed.

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

4.5. President. The President shall be the chief executive officer of the Association and shall preside at all Association and Board meetings.

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

4.7. Secretary. The Secretary shall keep the minutes of all Association and Board meetings and shall have charge of the Association's books and records.

4.8. Treasurer. The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Association or the managing agent in such depositories as may from time to time be designated by the Board.

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

4.10. Agreements, Contracts, Deeds, Leases, Etc. All agreements, contracts, deeds, leases, checks, promissory notes, and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by Board resolution.

ARTICLE V. AMENDMENTS

5.1. General. Except where a higher vote is required for action under any other provision of the Declaration, these Bylaws or by the Act, in which case such higher vote shall be necessary to amend such provision, these Bylaws 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 two-thirds (2/3) of the Total Association Vote and such amendment shall otherwise comply with the provisions of Section 44-3-93 of the Act. Moreover, no amendment to these Bylaws shall modify, alter, or delete any: (a) provision of these Bylaws that benefits Declarant; (b) rights, privileges, easements, protections, or defenses of Declarant; or (c) rights of the Owners or the Association in relationship to Declarant, without the written consent of Declarant attached to and recorded with such amendment, until the later of the following: (i) the date upon which Declarant no longer owns any Unit; or (ii) ten (10) years after the date on which the Declaration is recorded in the Official Records, whichever period of time is longer.

In addition, no amendment to these Bylaws shall conflict with the provisions of the Master Declaration. Furthermore, no amendment to these Bylaws shall modify, abridge, alter, or delete the rights, privileges, easements, protections, or defenses of the Master Association, without the written consent of the Master Association attached to and recorded with such amendment.

Notice of any meeting 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 Official Records.

5.2. Amendments by Declarant or Board. Notwithstanding the foregoing, Declarant or the Board of Directors, without the necessity of a vote from the Owners, may amend these Bylaws to correct any scrivener's errors, comply with any applicable state, city or federal law, and/or to bring the Condominium into compliance with applicable rules and regulations of the Federal National Mortgage Association ("Fannie Mae"), the U.S. Department of Housing and Urban Development ("HUD") and the Department of Veterans Affairs ("VA") pursuant to federal law.

5.3. Limitation Period. Any action to challenge the validity of an amendment adopted under this Article V must be brought within one (1) year of the recording of same in the Forsyth County, Georgia land records. No action to challenge such amendment may be brought after such time.

ARTICLE VI. MISCELLANEOUS

6.1. Committees. The Board may establish a nominating committee and any other committee as the Board deems desirable with the powers and duties that the Board shall authorize. Except as otherwise provided herein and in the Declaration, members of any committee shall be appointed by the Board and shall serve at the pleasure of the Board. Any committee member may be removed with or without cause at any time and with or without a successor being named.

6.2. Notices.

(a) Method of Giving Notice. All notices, demands, bills, statements, or other communications shall be in writing and shall be given:

- (1) Personal delivery to the addressee;
- (2) Via United States mail, first class, postage prepaid;
- (3) Via electronic mail;
- (4) Via facsimile; or
- (5) Via any other legal means.

(b) Addressee. Notice sent by one of the methods described herein shall be deemed to have been duly given:

(1) If to an Owner, at the address, electronic mail address or facsimile number which the Owner has designated in writing and filed with the Secretary, or if no such address has been designated, at the address of the Owner's Unit;

(2) If to an Occupant, to the electronic mail address or facsimile number which the Occupant has designated in writing, or if no such address has been designated, at the address of the Unit occupied; or

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

6.3. Severability. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws or the Declaration.

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

6.5. Fiscal Year. The fiscal year of the Association may be set by Board resolution or, in the absence thereof, shall be the calendar year.

6.6. Financial Review. A financial review of the accounts of the Association shall be performed annually in the manner provided by the Board. However, after having received the Board's financial review at the annual meeting, the members may, by a majority of the Association members present at such meeting, in person or proxy, require that the Association accounts be audited as a common expense by an independent accountant.

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

6.8. Books and Records. To the extent provided for, and restricted in, Section 14-3-1602 of the Georgia Nonprofit Corporation Code, as such Code Section may be amended from time to time, all Association members and any institutional holder of a first Mortgage shall be entitled to inspect Association records at a reasonable time and location specified by the Association, upon written request at least five (5) business days before the date on which the member wishes to inspect and copy. The Association may

impose a reasonable charge, covering the cost of labor and material, for copies of any documents provided to the member. Notwithstanding anything to the contrary, the Board may limit or preclude member inspection of confidential or privileged documents, including attorney/client privileged communications, executive session meeting minutes, and financial records or accounts of other members. Minutes for any Board or Association meetings do not become effective as an official Association record until approved by the Board or Association membership, as applicable, at a subsequent meeting. All Board members may inspect and copy any book or record of the Association.

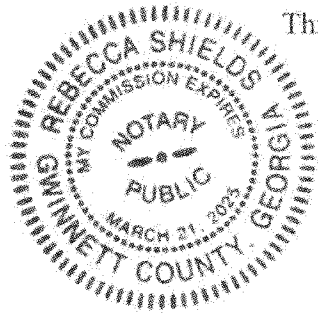
6.9. Preparer. These Bylaws were prepared by Brendan R. Hunter, Lueder, Larkin & Hunter, LLC, 5900 Windward Parkway, Suite 390, Alpharetta, Georgia 30005.

This 7th day of December, 2022

GATHERINGS AT HERRINGTON
CONDOMINIUM ASSOCIATION, INC.



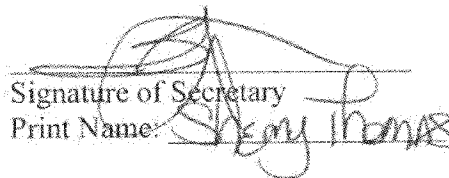
Signature of President
Print Name: MELANIE GRAF



Sworn to and subscribed before me
this 7th day of December, 2022

Witness: Warrin J. Artibe

Notary Public



Signature of Secretary
Print Name: Sherry Thomas

Sworn to and subscribed before me
this 7th day of December, 2022

Witness: Warrin J. Artibe

Notary Public

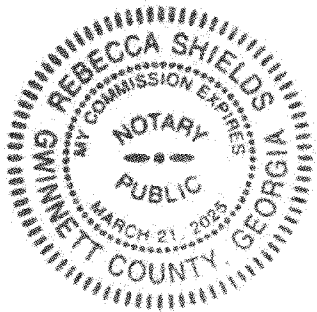


EXHIBIT “G”

Criteria for Airborne and Impact Sound Insulation Between Dwelling Units

Partition Function Between Dwellings			Grade I		Grade II		Grade III	
Apt. A		Apt. B	STC	IIC	STC	IIC	STC	IIC
Bedroom	above	Bedroom	55	55	52	52	48	48
Living Room	above	Bedroom 1, 2	57	60	54	57	50	53
Kitchen 3	above	Bedroom 1,2	58	65	55	62	52	58
Family Room	above	Bedroom 1, 2, 4	60	65	56	62	52	58
Corridor	above	Bedroom 1, 2	55	65	52	62	48	48
Bedroom	above	Living Room 5	57	55	54	52	50	48
Living Room	above	Living Room	55	55	52	52	48	48
Kitchen	above	Living Room 1, 2	55	60	52	57	48	53
Family Room	above	Living Room 1, 2, 4	58	62	54	60	52	56
Corridor	above	Living Room 1, 2	55	60	52	57	48	53
Bedroom	above	Kitchen 1, 5	58	52	55	50	52	46
Living Room	above	Kitchen 1, 5	55	55	52	52	48	48
Kitchen	above	Kitchen	52	55	50	52	46	48
Bathroom	above	Kitchen 1, 2	55	55	52	52	48	48
Family Room	above	Kitchen 1, 2, 4	55	60	52	58	48	54
Corridor	above	Kitchen 1, 2	50	55	48	52	46	48
Bedroom	above	Family Room 1, 5	60	50	56	48	52	46
Living Room	above	Family Room 1, 5	58	52	54	50	52	48
Kitchen	above	Family Room 1, 5	55	55	52	52	48	50
Bathroom	above	Bathroom	52	52	50	50	48	48
Corridor	above	Corridor	50	50	48	48	46	46