

RETURN TO:
JW Homes, LLC
Attn: Legal Department
4125 Atlanta Road
Smyrna, GA 30080

DECLARATION OF CONDOMINIUM

FOR

THE ALDREDGE CONDOMINIUM

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**DECLARATION OF CONDOMINIUM
FOR
THE ALDREDGE CONDOMINIUM**

THIS DECLARATION OF CONDOMINIUM FOR THE ALDREDGE CONDOMINIUM (“Declaration”) is made on the date set forth below by JW Homes, LLC, a Delaware limited liability company (hereinafter referred to as “Declarant”);

Background Statement

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

WHEREAS, a plat of survey related to the Condominium prepared by _____, dated _____, was filed contemporaneously herewith in Condominium Plat Book _____, Page(s) _____, DeKalb County, Georgia Records; and

WHEREAS, floor plans relating to the Condominium prepared by _____, were filed contemporaneously herewith in Condominium Floor Plan Book _____, Page(s) _____, of the DeKalb County, Georgia Records; and

WHEREAS, Declarant desires to subject the real property described in Exhibit “A” hereto, including the improvements thereof, to the provisions of this Declaration and to the Georgia Condominium Act, as the same is in effect on the date hereof (O.C.G.A. 44-3-70, *et seq.*);

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

Section 1
Name of Condominium

The name of the condominium is The Aldredge Condominium (hereinafter sometimes called the “Condominium,” as further defined herein), which condominium is a residential condominium which is hereby submitted to the Georgia Condominium Act, O.C.G.A. Section 44-3-70, *et seq.* (the “Act”), as amended and/or supplemented from time to time.

Section 2
Definitions

Unless the context shall prohibit, certain words used in this Declaration shall be defined as follows:

- (a) “Act” has the meaning set forth in Section 1.
- (b) “Additional Property” means the property described on Exhibit “B”, attached hereto and incorporated herein, which may be submitted to the Condominium as provided in this Declaration.
- (c) “Area of Common Responsibility” means the Common Elements, together with those areas, if any, which by the terms of this Declaration or by agreement with any other Person become the Association’s responsibility.
- (d) “Articles” or “Articles of Incorporation” means the Articles of Incorporation of The Aldredge Condominium Association, Inc., which have been filed with the Secretary of State of the State of Georgia.
- (e) “Association” shall mean and refer to The Aldredge Condominium Association, Inc., a Georgia nonprofit corporation, and its successors or assigns.
- (f) “Board” or “Board of Directors” of the Association shall be the appointed or elected body, as applicable, having its normal meaning under Georgia corporate law, responsible for the operation, management and administration of the Condominium.
- (g) “Bylaws” shall refer to the Bylaws of The Aldredge Condominium Association, Inc., attached to this Declaration as Exhibit “C” and incorporated herein by this reference.
- (h) “Common Elements” mean those portions of the property subject to this Declaration which are not included within the boundaries of a Unit, as more particularly described in Section 3.5.

- (i) “Common Expenses” mean the expenses incurred or anticipated to be incurred by the Association for the general benefit of the Condominium, including, but not limited to, those expenses incurred for maintaining, repairing, replacing and operating the Common Elements, including, without limitation, all or a portion of the Limited Common Elements and the Area of Common Responsibility.
- (j) “Community-Wide Standard” shall mean the standard of conduct, maintenance or other activity generally prevailing in the Condominium. Such standard may be more specifically determined by the Board of Directors of the Association, but must be consistent with the Community-Wide Standard originally established by the Declarant.
- (k) “Condominium” means all that property described in Exhibit “A,” attached hereto and incorporated herein by this reference, submitted to the provisions of the Act by this Declaration and any property described on Exhibit “B” which is later submitted to the provisions of the Act and this Declaration.
- (l) “Condominium Instruments” mean this Declaration and all exhibits hereto, including the Bylaws, and Plat and Floor Plans, together with any amendments to the foregoing.
- (m) “Declarant” shall mean and refer to JW Homes, LLC, a Delaware limited liability company, and its successors-in-title and assigns.
- (n) “Declarant Development Control Period” means the period beginning on the effective date of this Declaration and ending on the later to occur of the following:
 - (i) expiration of 7 years after the date this Declaration is recorded in the Office of the Clerk of the Superior Court of DeKalb County, Georgia; or
 - (ii) the termination of the Expansion Period.
- (o) “Declarant Association Control Period” means the period beginning on the effective date of this Declaration and ending on the first to occur of the following:
 - (i) the expiration of 7 years after the date this Declaration is recorded in the Office of the Clerk of the Superior Court of DeKalb County, Georgia;
 - (ii) unless the Expansion Period has not yet expired, the date as of which Units to which 4/5 of the undivided interest in the Common Elements pertain shall have been conveyed by the Declarant to Unit owners other than a Person or Persons constituting Declarant; or
 - (iii) the date on which the Declarant voluntarily relinquishes such right by executing and recording, in the Office of the Clerk of the Superior Court

of DeKalb County, Georgia, a written declaration of intent which shall become effective as specified in such declaration.

- (p) “Eligible Mortgage Holder” means an institutional holder, insurer, or guarantor of a first Mortgage secured by a Unit in the Condominium who has requested notice of certain matters as set forth herein.
- (q) “Expansion Period” means the date which is 7 years after the date this Declaration is recorded. The Expansion Period may be extended by the affirmative vote of 2/3 of the Owners of Units (excluding any votes appurtenant to any Unit or Units then owned by the Declarant), with such vote taking place within one year prior to the date upon which the Expansion Period would have otherwise expired.
- (r) “Floor Plans” means any and all floor plans for The Aldredge Condominium filed in the Condominium Floor Plan Book of the DeKalb County, Georgia records.
- (s) “Gate System” means the gates, whether mechanical or manual, and fences that limit or restrict vehicular and pedestrian access, ingress and egress to and from the Condominium from public roads. This specifically includes the mechanical gate to be built at the entrance of the Condominium from Peachtree Road.
- (t) “Limited Common Elements” mean a portion of the Common Elements reserved for the exclusive use of those entitled to occupy one or more, but less than all, Units, as more particularly described in Section 3.5.
- (u) “Majority” means those eligible votes, Owners or other group as the context may indicate totaling more than 50% of the total eligible number.
- (v) “Mortgage” means any mortgage, deed to secure debt, and any and all other similar instruments used for the purpose of conveying or encumbering real property as security for the payment or satisfaction of an obligation.
- (w) “Mortgagee” or “Mortgage Holder” means the holder of any Mortgage.
- (x) “Neighborhood Agreement” means that certain Agreement (3770 and 3804 Peachtree Road), among Declarant and Richard Asbill, Walt Moeling, Will Shearer and Kerry O’Brien, each of whom own or owned property located adjacent to this Condominium.
- (y) “Occupant” shall mean any Person occupying all or any portion of a Unit for any period of time, regardless of whether such Person is a tenant of the Owner of such property.
- (z) “Owner” shall mean and refer to the record owner, whether one or more Persons, of the fee simple title to any Unit located within the Condominium, excluding,

however, any Person holding such interest merely as security for the performance or satisfaction of any obligation

- (aa) “Person” means any natural person, as well as a corporation, joint venture, partnership (general or limited), limited liability company, association, trust, or other legal entity.
- (bb) “Plat” means any and all plats of survey for The Aldredge Condominium filed in the Condominium Plat Book of the DeKalb County, Georgia records, as amended and/or supplemented from time to time.
- (cc) “Total Association Vote” means the votes attributable to the entire membership of the Association (including the votes of Declarant) as of the record date for such action, but specifically excluding the votes of any Owners whose voting rights have been suspended as provided herein, whether or not such members are present or represented at the meeting, if any, where such votes are to be cast. If, for example, and without limitation, 2/3 of the Total Association Vote is required to approve a matter, such matter must receive more than 2/3 of the votes attributable to all existing members of the Association as of the record date for such action (and excluding the votes of any Owners whose voting rights have been suspended as provided herein), whether or not such members are present or represented at the meeting, if any, where such votes are to be cast.
- (dd) “Unit” means that portion of the Condominium intended for individual ownership and use, as more particularly described herein. The ownership of each Unit shall include, and there shall pass with the title to each Unit as an appurtenance thereto, whether or not separately described, an undivided interest in the Common Elements and membership in the Association.

Section 3

Property Subject to Condominium; Units; Common Elements

3.1 Location, Property Description. The Condominium subject to this Declaration and the Act is located in Land Lot 239 of the 18th District, City of Brookhaven, DeKalb County, Georgia, being more particularly described in Exhibit “A” attached to this Declaration, which exhibit is specifically incorporated herein by this reference.

3.2 Plats and Plans.

(a) Original Plat and Plans. A Plat for the Condominium has been filed in accordance with the Act in a Condominium Plat Book maintained by the Clerk of Superior Court of DeKalb County, Georgia at the book and page referenced on the first page of this Declaration. Floor Plans for the Units have been filed in accordance with the Act and in the DeKalb County, Georgia land records as referenced on the first page of this Declaration. The Plat and Plans are incorporated herein by reference as fully as if the same were set forth in its entirety herein.

(b) Future Plats and Plans. The Declarant has the right to file additional Plats and/or Plans describing the Units and may revise and re-record the Plats or Plans, including Plats and Plans relating to the Additional Property, as provided in Section 19.

3.3 Division of Condominium into Units, Limited Common Elements and Common Elements. The Condominium will be initially divided into [____] Units, the Limited Common Elements and the Common Elements. Once all of the Additional Property is developed and added to the Condominium, the Condominium at completion is expected to contain 24 total Units.

3.4 Units.

(a) General. Each Unit consists of a residential dwelling and its appurtenant equal percentage of undivided interest in the Common Elements and any Limited Common Elements assigned to such Unit. 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 Plats and Floor Plans. Each Unit includes that part of the structure which lies within the boundaries described in Section 3.4(b).

(b) Boundaries. The Units shall not have any upper or lower horizontal boundaries. A Unit is the real property consisting of the land and the rights of possession therein and all structures and improvements lying thereon within the vertical planes intersecting the surface of the earth at the boundary lines of each Unit as shown on the Plat.

(c) Party Walls. Each wall built as part of the original construction of the residential dwellings located on Units which shall serve and separate any two adjoining residential dwellings located on adjacent Units shall constitute a party wall and, to the extent not inconsistent with the provisions of this Section or the Act, the general rules of law regarding party walls and liability for property damage due to negligent or willful acts or omissions shall apply thereto. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in equal proportions. If a party wall is destroyed or damaged by fire or other casualty, then any Owner who has benefited by the wall may restore it, and the other Owner who is benefited by the wall shall contribute one-half of the cost of restoration, without prejudice, however, to the right of any Owner to call for a larger contribution from any other Owner under any rule of law regarding liability for negligent or willful acts or omissions.

(d) Other Components That May Be Part of a Unit.

(i) Any chutes, flues, ducts, conduits, wires, pipes or other apparatus are partially within and partially outside of the designated boundaries of a Unit but that serve only that Unit shall be deemed to be a part of that Unit. All portions of such components which serve more than one Unit or any portion of the Common Elements shall be deemed a part of the Common Elements.

(ii) 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.

(iii) Heating and/or air conditioning systems serving a single Unit (including any part of any such system located outside the boundaries of the Unit), all duct work for such heating and/or air conditioning systems, and appliances and plumbing fixtures within a Unit shall be part of the Unit.

(e) Inconsistencies Between Physical Boundaries and Legal Descriptions. In interpreting deeds and plans, the existing physical boundaries of a Unit as originally constructed or reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries rather than the metes and bounds legal description expressed in any deed or plan, regardless of settling or lateral movement of the building in which the Unit is located, and regardless of minor variance between the boundaries shown on the plans or in a deed and those of the Unit.

(f) Rights Included with Ownership of a 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 and the Limited 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.

3.5 Common Elements.

(a) General. The Common Elements consist of all portions of the Condominium not located within the boundaries of a Unit, which Common Elements include, but are not limited to, the following:

- (i) utilities;
- (ii) fences and gates;
- (iii) paved areas;
- (iv) walls and retaining walls;
- (v) roofs;
- (vi) green spaces;
- (vii) the fire pit;
- (viii) the walking path;
- (ix) exterior walls of the buildings;
- (x) outside parking areas and lighting for same; and
- (xi) landscaping and entry features.

(b) Ownership of the Common Elements.

(i) Ownership of the Common Elements shall be by the Owners as tenants-in-common and each Owner is allocated an equal undivided interest in the Common Elements. Any conveyance, encumbrance, judicial sale or other transfer (voluntary or involuntary) of an

individual interest in the Common Elements will be void unless the Unit to which the interest is allocated is also transferred.

(ii) The Common Elements shall remain undivided. 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 for limitations associated with the 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 may enter or encroach upon the lawful rights of the other Owners.

(c) Access to Common Elements by the Public Due to Requirements of the Brookhaven-Peachtree Overlay District.

(i) The Condominium is located within the Brookhaven-Peachtree Overlay District, as more particularly set forth in Section 27-728.15.1, *et seq.*, of Chapter 27 of the Code of the City of Brookhaven (“Code”). Pursuant to the Code, a portion of the Common Elements (not less than 20% of the land area of the Condominium) must be accessible to the general public during daylight hours. This publicly accessible area may to be more specifically designated by the Board of Directors from time to time.

(ii) The Declarant hereby notifies Owners and Occupants that members of the general public will have access to these publicly accessible areas of the Common Elements of the Condominium during daylight hours and that neither Declarant nor the Association may take any action to restrict such access. The Declarant further notifies Owners and Occupants that the Gate System may not provide personal protection or security to any Owner or Occupant, as more particularly set forth in Section 10.9. Declarant, the Association and their respective officers, directors, members, employees, representatives and agents shall not be liable for any damage to person or property as a result of access to the Common Elements by any party. The Board or the Declarant, as the case may be, may install signs within the Condominium identifying which Common Elements may be accessed by members of the general public and which Common Elements are for Owners’ and Occupants’ use only. Owners and Occupants shall have the authority to take any action permitted by law to ensure that members of the general public are not using those Common Elements which are reserved for the exclusive use of Owners and Occupants within the Condominium.

3.6 Limited Common Elements.

(a) General. The Limited Common Elements consist of portions of the Common Elements of the Condominium that are to be used exclusively by the Owners of one or more (but less than all) Units, as follows:

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

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

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

(iv) any driveway, walkway, exterior steps and stoops which exclusively serve one Unit is a Limited Common Element to the Unit so served; and

(v) any exterior lighting which is located outside of a Unit and exclusively serves such Unit is a Limited Common Element assigned to such Unit.

(b) Use of Limited Common Elements. The use of the Limited Common Elements is more particularly described in Section 8.5.

3.7 Assignment and Reassignment of Common Elements and Limited Common Elements.

(a) The Board, without need for a membership vote, is hereby authorized to assign Common Elements not previously assigned to be treated as Limited Common Elements and to reassign Limited Common Elements to be treated as Common Elements. However, such assignment or reassignment shall be made in accordance with the provisions of Sections 44-3-82(b) and (c) of the Act.

(b) An Owner or Owners may make written application to the Board to request exclusive use of a portion of the Common Elements or to have Limited Common Elements reassigned among themselves. The Board has the right and authority to approve or disapprove any such application. However, the Board must approve any such application upon request made by the Declarant at any time during the Declarant Development Control Period.

(c) Upon Board approval of an application to assign a Common Element as a Limited Common Element or reassign Limited Common Elements, an amendment to the Declaration assigning the Common Element as a Limited Common Element or reassigning the Limited Common Element, as applicable, shall be prepared and executed on behalf of the Association and 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. Assignments and reassignments of Limited Common Elements and assignments of Common Elements other than as provided in this Section are prohibited.

3.8 Reservation of Rights by Declarant. During the Declarant Development Control Period, Declarant reserves the right to make certain changes to the Condominium and Common Elements, as further described in Section 18.

3.9 Disclosures. Each Owner and Occupant acknowledges the following:

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

(b) The views from Units can change over time due to, among other things, 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) Since in every development, there are conditions which different people may find objectionable, it is acknowledged that there may be conditions outside of an Owner's Unit which the Owner and/or Occupant thereof finds objectionable and that it shall be the sole responsibility of the Owner and/or Occupant to become acquainted with conditions outside such Owner's or Occupant's Unit which could affect the Unit.

(e) The Plat and Floor Plans and the dimensions and square footage calculations shown thereon are only approximations. Any Owner or other Person who is concerned about any representations regarding the Plat and/or Floor Plans should do independent investigation as to the dimensions, measurements and square footage of such Owner's or Person's Unit.

Section 4

Association Membership and Allocation of Votes

4.1 Membership. All Owners, by virtue of their ownership of a fee or undivided fee interest in any Unit, excluding Persons holding such interest under a Mortgage, are members of the Association. No Owner, whether one or more Persons, shall have more than one membership vote per Unit. Membership shall be appurtenant to and may not be separated from ownership of any Unit.

4.2 Voting. Except as otherwise provided herein or in the Bylaws, Owners shall be entitled to vote on all matters upon which Association members are entitled to vote pursuant to the Condominium Instruments. Subject to the provisions of the Condominium Instruments, each Owner shall be entitled to one vote for each Unit in which such Owner holds the interest required for membership, which shall be appurtenant to such Unit. A vote related to a Unit shall be suspended if more than one Person seeks to exercise it.

Section 5

Common Expenses; Assessments

5.1 Purpose and Power of Assessment. Except as otherwise provided herein, each Unit is hereby allocated equal liability for Common Expenses. Except as provided below, elsewhere in the Act or the Condominium Instruments, the amount of all Common Expenses shall be assessed against all the Units in accordance with the above allocation of liability for Common Expenses. The assessments for Common Expenses provided for herein shall be used

for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and Occupants of Units as may be more specifically authorized by the Board.

5.2 Obligation for Assessments; Creation of the Lien.

(a) Each Owner of a Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association:

- (i) annual assessments or 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 as may be imposed in accordance with the terms of this Declaration.

(b) As provided in Section 44-3-109(b) of the Act, all assessments, together with charges, late charges, interest, costs, reasonable attorney's fees actually incurred and, if the Board so elects, rents in the maximum amount permitted by the Act, shall be a charge on the Unit and 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.

(c) Each assessment, together with late charges, interest, costs of collection and reasonable attorney's fees actually incurred, shall also be the personal obligation of the Person who was the Owner of such Unit at the time the assessment fell due. Each Owner shall be personally liable for the portion of each assessment coming due while the Owner of a Unit, and each grantee of an Owner shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance. The liability of a Mortgagee taking title is set forth in Section 5.8.

(d) Assessments shall be paid in such manner and on such dates as may be fixed by the Board. Unless otherwise provided, the annual assessment shall be paid in equal monthly installments due on the first day of each month. All assessments shall be rounded up to the nearest dollar.

(e) No Owner may be exempted from liability for or otherwise withhold payment of assessments for any reason whatsoever, including, but not limited to, nonuse of the Common Elements, the Association's failure to perform its obligations required hereunder, or inconvenience or discomfort arising from the Association's performance of its duties.

(f) The recording of the Declaration shall constitute record notice of the existence of the lien and no further recordation of any claim of lien for assessments shall be required.

5.3 Computation of Operating Budget and Assessment.

(a) The Board shall prepare a budget covering the estimated costs of operating the Condominium during the coming year, which may include a capital contribution or reserve in accordance with a capital budget separately prepared. The Board shall cause the budget and the annual assessment to be levied against each Unit for the year (or portion thereof in the case of the initial budget) to be delivered to each member at least 30 days prior to the due date for payment of such annual assessment (or the first installment thereof).

(b) Any increase in the budget and the annual assessment which constitutes a monthly maintenance fee increase in excess of the percentage equal to the annual rate of inflation as measured by the Consumer Price Index for All Urban Consumers for the immediately preceding 12 month period may be disapproved by Unit Owners holding a Majority of the Total Association Vote at a duly elected and constituted meeting of the Association.

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

(d) No vote of the Owners shall be required to approve the budget, except as provided in Section 5.3(b) above.

5.4 Special Assessments. In addition to the annual assessment provided for in Section 5.3, the Board may at any time levy a special assessment against all Owners, notice of which shall be sent to all Owners. Any special assessment which would cause the average total of special assessments levied in one fiscal year to exceed \$200.00 per Unit shall be subject to approval by a Majority of the Total Association Vote prior to becoming effective. This Section does not limit the power of the Board to assess specially pursuant to Section 44-3-80 of the Act and to require a special assessment for repair or reconstruction of casualty damage to or destruction of all or part of the Condominium as described in Section 12.3.

5.5 Specific Assessment.

(a) The Board shall have the power to assess specifically pursuant to this Section and to Section 44-3-80 of the Act as, in its discretion, it shall deem appropriate. Failure of the Board to do so shall not be grounds for any action against the Association or the Board and shall not constitute a waiver of the Board's right to do so in the future, including, without limitation, with respect to expenses for which the Board has not previously exercised such power.

(b) By way of explanation and not limitation, the following shall constitute specific assessments:

(i) fines levied pursuant to this Declaration and/or the Bylaws;

(ii) the cost of maintenance performed by the Association for which the Owner is responsible under Section 10; and

(iii) the initiation fee as provided in Section 5.9.

(c) In addition to the foregoing, the Board may also specifically assess Units for the following expenses:

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

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

(iii) Any Common Expenses incurred for services or items provided to Owners upon request or which provide proportionate or uniform benefits to the Units may be specifically assessed equally among all of the benefits according to the benefit received.

5.6 Delinquent Assessments.

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

(b) If the annual assessment or any part or installment thereof is not paid in full, or if any other charge is not paid, within 10 days of the due date, a late charge equal to the greater of \$10.00 or 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 10% per annum or such higher rate as may be permitted by the Act shall accrue from the due date.

(c) If part payment of assessments and related charges is made, the amount received may be applied first to costs and attorney's fees, then to late charges, then to interest, then to delinquent assessments, and then to current assessments.

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

acceleration, that Owner shall lose the privilege of paying the annual assessment in installments for that fiscal year.

(e) Enforcement under this Section is not dependent upon or related to other restrictions and/or actions.

5.7 Certain Remedies of the Association.

(a) If assessments, fines and other charges or any part thereof remain unpaid more than 30 days after they become delinquent, the Association, acting through the Board, has the following remedies addressed in this Section.

(b) The Association may institute suit to collect all amounts due pursuant to the provisions of the Declaration, the Bylaws, the Act and Georgia law, including, without limitation, reasonable attorney's fees actually incurred.

(c) The Association may suspend the Owner's and/or Occupant's right to vote, the right to use the Common Elements and the right to receive and enjoy such services and other benefits as may then be provided by the Association, which may include, without limitation, the deactivation of any card access system, gate code or other method used in connection with the Gate System (subject, however, to the limitations set forth in Section 6.2).

(d) The Association shall have the right upon 10 days written notice, and in compliance with any requirements set forth in the Act, to suspend any utility or service, the cost of which is a Common Expense, including, but not limited to, cable television, water, electricity, heat and air conditioning, to that Unit until such time as the delinquent amounts and all costs permitted under this Section, including reasonable attorney's fees, are paid in full.

(e) Any costs incurred by the Association in discontinuing and/or reconnecting any utility or service, including reasonable attorney's fees, shall be an assessment against the Unit.

(f) Notwithstanding the above, the Board may suspend any utility or service paid for as a Common Expense only after:

(i) a final judgment or judgments in excess of a total of \$750.00, or such other amount as required by the Act, are obtained in favor of the Association from a court of competent jurisdiction;

(ii) the Association provides the notice required to be provided by the institutional provider of such utility or service prior to suspension of such utility or service; and

(iii) the Association complies with any other requirements of Georgia law.

(g) An Owner whose utility or service has been suspended shall not be entitled to use any such utility or service paid for as a Common Expense from any source and any such unauthorized use shall be considered a theft of services under O.C.G.A. Section 16-8-6. The utility

or service shall not be required to be restored until all judgments and termination and/or reconnection fees are paid in full, at which time the Association shall direct the provider to restore the utility or service.

(h) Enforcement under this Section is not dependent upon or related to other restrictions and/or other actions, except as provided in this Section.

5.8 Lien for Assessments; Priority of Liens.

(a) All sums assessed against any Unit pursuant to this Declaration, together with late charges, interest, costs of collection and reasonable attorney's fees actually incurred, as provided herein, shall be secured by a lien on such Unit in favor of the Association, and the Association shall be entitled to file such a lien in the DeKalb County, Georgia land records. Such lien shall be superior to all other liens and encumbrances on such Unit, except for:

- (i) the liens of ad valorem taxes;
- (ii) the lien of any first priority Mortgage covering the Unit and the lien of any Mortgage recorded prior to the recording of the Declaration; and
- (iii) the lien of any secondary purchase money Mortgage covering the Unit, provided that neither the grantee nor any successor grantee on the Mortgage is the seller of the Unit.

(b) All other Persons acquiring liens or encumbrances on any Unit after this Declaration is recorded in the DeKalb County, Georgia land records shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

(c) If any other Person acquires title to any Unit as a result of foreclosure of any such mortgage, such holder or other Person and successors, successors-in-title, and assigns shall not be liable for nor shall the Unit be subject to a lien for any assessment under this Declaration chargeable to the Unit on account of any period prior to the acquisition of title. However, the unpaid share of such assessment or assessments shall be deemed to be Common Expenses collectable from all of the Unit Owners, including such holder or other Person and successors, successors-in-title, and assigns.

(d) No sale or transfer of property to the Mortgagee or to any other Person pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure or pursuant to a sale under power, shall relieve any existing or previous Owner of the personal obligation to pay all assessments that came due during or prior to such Owner's period of ownership or relieve such property or the then Owner from liability for any assessment authorized hereunder that becomes due after such sale and transfer.

5.9 Capitalization of Association.

(a) An initiation fee (sometimes also referred to as a “working capital assessment” or “capital contribution”) must be paid to the Association by or on behalf of any purchaser of a Unit (other than Declarant or its affiliates) upon the transfer or sale of the Unit, as follows:

Purchaser	Maximum Initiation Fee
Initial Owner (the party purchasing from the Declarant)	An amount equal to up to 100% of the annual assessment being charged by the Association for the year in which the closing of the transfer or sale of the Unit occurs.
Second and subsequent Owners	An amount equal to up to 100% of the annual assessment being charged by the Association for the year in which the closing of the transfer or sale of the Unit occurs.

(b) The initiation fee set forth in Section 5.9(a) above shall constitute a specific assessment against the Unit, and shall be in addition to, not in lieu of, any other assessments levied on the Unit and shall not in any way be construed as part of or identical to any such assessments or as an advance payment of any such assessments. These initiation fees shall be collected at the closing of the Unit, or if not collected at closing, shall be paid immediately upon demand by the Association. The initiation fee shall be disbursed to the Association for any use which provides a direct benefit to the Condominium, including, without limitation, covering operating and other expenses (including reserves) incurred by the Association.

(c) No initiation fee under Section 5.9(a) shall be required from the holder of any first Mortgage on a Unit who becomes the Owner of a Unit through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such Mortgage, but an initiation fee shall be required from the Owner acquiring title to the Unit from the foreclosing Mortgagee.

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

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

5.12 Declarant Liability for Assessments. Notwithstanding any other provision of this Declaration to the contrary, for the period beginning on the date of the recording of this Declaration and ending two years thereafter, Declarant may, in lieu of paying annual assessments on Units it owns, pay to the Association an amount sufficient to satisfy the deficit, if any, between the actual operating expenses of the Association and the sum of the assessments collected by the Association in any such fiscal year. Notwithstanding the foregoing, during any period in which the Declarant is excused from payment of such assessments: (a) no capital contributions, start-up funds, initiation fees, or contributions to capital reserve accounts which are receivable in connection with the sale of a Unit and payable to the Association at closing may be used for payment of Common Expenses; (b) no portion of the payment of assessments collected from Owners intended to be utilized for reserves for deferred maintenance, reserves for depreciation, or other reserves, as shown on the operating budget for the Condominium, may be used for payment of Common Expenses; and (c) no prepayments of assessments made by Owners shall be used for the payment of Common Expenses prior to the time the assessments would otherwise be due.

Section 6 **Association Rights and Restrictions**

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

(i) in accordance with Section 44-3-105 of the Act, and as otherwise provided in Section 6.3 and Section 15.6, to enter any portion of the Condominium for maintenance, emergency, security or safety purposes, or otherwise to discharge its powers or responsibilities hereunder (this right may be exercised by the Board, or by the Association's officers, agents, employees or managers);

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

(iii) to enforce use restrictions, other provisions of the Condominium Instruments, 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 (which shall not be construed as limiting any other legal means of enforcement) and in Section 5;

(iv) to grant permits, licenses, utility easements and other easements over, through and under the Common Elements without a vote of the Owners (however, the consent of the Declarant shall be required during the Declarant Development Control Period);

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

(vi) to deal with the Condominium in the event of damage or destruction as a result of casualty loss, condemnation or eminent domain, in accordance with the provisions of the Act and this Declaration, as provided in Section 12 and Section 14;

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

(viii) to enter into agreements or contracts with vendors or Persons for the provision of services, including, without limitation, property management, landscaping, utilities, amenities, property monitoring and waste removal services for the benefit of Owners and Occupants;

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

(x) to approve contractors or subcontractors who have access to the Condominium for the purpose of making repairs, improvements or modifications to Units based on criteria adopted by the Board, which may include, without limitation, insurance requirements, deposits for use of any trash receptacle, if any, and construction deposits to be paid by Unit Owners to the Association. The costs for repair of damage to the Condominium due to or as a result of such work may be deducted from construction deposits and any additional costs may be specifically assessed against the Unit pursuant to Section 5.5;

(xi) at the sole expense of the Association, without need for a membership vote, and without the consent of any affected Owner, to relocate any portion of the air conditioning, heating, plumbing, ventilating, exhaust, electrical or other utility system serving a particular Unit, provided that after such relocation, the system serving the Unit functions at least as well and at no greater cost to the Unit as existed prior to the relocation; and

(xii) to close permanently or temporarily any portion of the Common Elements (except for the Limited Common Elements, any portion of the Common Elements which is reasonably necessary for access to or egress from a Unit or upon which the Declarant has an easement) with 30 days prior notice to all Owners. In emergency situations requiring a temporary closing, prior notice shall not be required so long as notice is given within 3 days after the closing explaining the reason for the closing. Notwithstanding the above, any portion of the Common Elements which has been permanently closed may be reopened by the sole action of the Declarant during the Declarant Development Control Period and thereafter by a Majority of the Total Association Vote cast at a duly called special or annual meeting.

6.2 Limitations on Rights of Association. The Board may not take any action which:

- (i) limits pedestrian access;
- (ii) restricts medical, fire, police or other health, safety, service or emergency vehicles ingress to and egress from the Unit;
- (iii) denies the Owner and Occupants ingress to and egress from the Unit; or

(iv) denies necessary parking of clearly and properly identified handicapped vehicles used by handicapped Owners or Occupants protected by the Fair Housing Amendments Act of 1988.

6.3 Limitations on Right of Entry to a Unit. Except in an emergency situation, entry into Units shall be only during reasonable hours and after reasonable notice to the Owner or Occupant. For purposes hereof, an emergency justifying immediate entry into a Unit shall include, but not be limited to, the following situations:

- (i) a water or other utility leak;
- (ii) fire;
- (iii) strong foul odor;
- (iv) obvious insect infestation; or
- (v) sounds indicating that an individual or animal might be injured or sick and require immediate medical attention.

6.4 No Liability or Duty. Notwithstanding the foregoing, no one exercising the right of entry granted in this section shall be liable for trespass, damages or in any other manner by virtue of exercising such rights. The failure to exercise the rights herein or to exercise said rights in a timely manner shall not create liability for any of the above-referenced parties, it being understood that no duty to enter a Unit and/or any other portion of the Condominium shall exist.

6.5 Relationship to Other Provisions. Enforcement under this Section is not dependent upon or related to other restrictions and/or actions.

Section 7 **Architectural Controls**

7.1 Architectural Standards.

(a) **General.** Except as provided herein, no Owner, Occupant, or any other Person (including, without limitation, the Association) may make any encroachment onto the Common Elements or Limited Common Elements, or make any exterior or interior change, alteration, or construction in or to a Unit (including painting, utility work and/or alteration, installation of alarms and/or alarm systems, and landscaping), nor erect, place or post any object, sign, clothesline, speaker/intercom, playground equipment, light, storm door, window, door knob or knocker, artificial vegetation, exterior sculpture, fountains, flags, or thing on the exterior of the buildings (except for reasonable seasonal decorations displayed in only windows between Thanksgiving and January 15), in any windows (except window treatments as provided herein), on any Limited Common Elements or on any other Common Elements, without first obtaining the prior written approval of the Board. The standard for approval of such improvements shall include, but not be limited to, aesthetic consideration, materials to be used, harmony with the external design of the existing buildings, Units and structures, and the location in relation to surrounding structures and topography.

(b) Applications. Applications for approval of any such modification or addition shall be in writing and shall provide such information as the Board may reasonably require. The Board shall be the sole arbiter of such application and may withhold approval for any reason, including purely aesthetic considerations, and each shall be entitled to stop any construction which is not in conformance with approved plans.

(c) Approval. If the Board fails to approve or to disapprove such application within 60 days after the application and all information as may be reasonably required have been submitted to and actually received by it, approval will not be required and this Section will be deemed complied with. However, even if the requirements of this Section are satisfied, nothing herein shall authorize anyone to construct or maintain any structure or improvement that is otherwise in violation of the Declaration, the Bylaws, or the rules and regulations.

(d) Architectural Guidelines. The Board may adopt written architectural and landscaping guidelines ("Architectural Guidelines") and application and review procedures, which may provide for a review fee. The Architectural Guidelines or the application and review procedures may be modified, in whole or in part, repealed or expanded by the Board at any time and from time to time at its sole discretion. If the Board modifies, expands or repeals all or any portion of the Architectural Guidelines or the application and review procedures, said new Architectural Guidelines or application and review procedures shall be distributed to all Owners and Occupants prior to the date that they are to become effective and shall thereafter be binding upon all Owners and Occupants. The Board shall make the Architectural Guidelines available to Owners and Occupants who seek to engage in construction upon all or any portion of their Unit and such Owners and Occupants shall conduct their operations strictly in accordance therewith and with the provisions of this Section 7.

(e) Units Subject to Architectural Guidelines. All Owners and Occupants of Units are hereby notified that the use of their Units is limited by the Architectural Guidelines as they may be amended, expanded, and otherwise modified hereunder. Each Owner, by acceptance of a deed or entering into a contract of sale, acknowledges and agrees that the use and enjoyment and marketability of his or her Unit can be affected, that the Architectural Guidelines may change from time to time, and that such changed Architectural Guidelines may or may not be set forth in an instrument recorded in the DeKalb County, Georgia land records.

7.2 Architectural Review Committee. The Board may, but shall have no obligation to, establish an architectural review committee ("ARC"), which shall then have such rights, powers and authority as may be granted to it by the Board. The Board may grant to the ARC all of its rights, powers and authorities hereunder, or may grant the ARC such limited rights as it deems appropriate in its sole discretion. If all or any portion of such rights, powers and authorities are granted to an ARC, Section 7 or portions thereof, as appropriate, shall then be read and interpreted as if any reference to the authority of or action by the Declarant in Section 7 were a reference to the ARC. Notwithstanding anything herein to the contrary, the Board shall have the sole right and authority to appoint and remove the members of the ARC.

7.3 Owner Responsibilities. As a condition of any approval granted under this Section, the Owner making the application, on behalf of such Owner and such Owner's

successors-in-interest, shall assume all responsibility for the maintenance, repair, replacement and insurance to and on any change, modification, addition or alteration. In the discretion of the Board, an Owner may be made to verify such condition of approval by a recordable written instrument acknowledged by such Owner on behalf of such Owner and such Owner's successors-in-interest.

7.4 Limitation of Liability. PLANS AND SPECIFICATIONS ARE NOT APPROVED FOR ENGINEERING OR STRUCTURAL DESIGN, QUALITY OF MATERIALS, COMPLIANCE WITH ZONING CONDITIONS, BUILDING CODES, PERMITTING REQUIREMENTS OR OTHER LOCAL OR GOVERNMENTAL LAWS AND ORDINANCES GOVERNING CONSTRUCTION IN THE CONDOMINIUM. BY APPROVING PLANS AND SPECIFICATIONS, THE DECLARANT, THE BOARD, ITS MEMBERS, AND THE ASSOCIATION DO NOT ASSUME ANY LIABILITY OR RESPONSIBILITY THEREFOR, NOR FOR ANY DEFECT IN ANY STRUCTURE CONSTRUCTED FROM SUCH PLANS AND SPECIFICATIONS OR FOR VIOLATIONS OF BUILDING CODES, ZONING CONDITIONS, PERMITTING REQUIREMENTS OR OTHER VIOLATIONS OF LOCAL LAWS AND ORDINANCES GOVERNING CONSTRUCTION IN THE CONDOMINIUM. DECLARANT, ITS PARTNERS AND AFFILIATES, THE ASSOCIATION, THE BOARD AND THE OFFICERS, DIRECTORS, MEMBERS, SHAREHOLDERS, EMPLOYEES AND AGENTS OF ANY OF THEM, SHALL NOT BE LIABLE IN DAMAGES OR OTHERWISE TO ANYONE SUBMITTING PLANS AND SPECIFICATIONS FOR APPROVAL, OR TO ANY OWNER OF PROPERTY AFFECTED BY THESE RESTRICTIONS, BY REASON OF ANY MISTAKE IN JUDGMENT, NEGLIGENCE OR NONFEASANCE ARISING OUT OF OR IN CONNECTION WITH THE APPROVAL OR DISAPPROVAL OR THE FAILURE TO APPROVE OR DISAPPROVE ANY SUCH PLANS AND SPECIFICATIONS. EVERY PERSON WHO SUBMITS PLANS AND SPECIFICATIONS AND EVERY OWNER AGREES THAT SUCH PERSONS AND OWNERS WILL NOT BRING ANY ACTION OR SUIT AGAINST DECLARANT, ITS PARTNERS AND AFFILIATES, THE ASSOCIATION, THE BOARD OR THE OFFICERS, DIRECTORS, MEMBERS, SHAREHOLDERS, EMPLOYEES AND AGENTS OF ANY OF THEM, TO RECOVER ANY DAMAGES OR FOR ANY OTHER PURPOSE, AND SUCH PERSONS AND OWNERS HEREBY RELEASE, REMISE, QUITCLAIM AND COVENANT NOT TO SUE FOR ALL CLAIMS, DEMANDS AND CAUSES OF ACTION, ARISING OUT OF OR IN CONNECTION WITH ANY MISTAKE IN JUDGMENT, NEGLIGENCE OR NONFEASANCE IN CONNECTION WITH THE APPROVAL OR DISAPPROVAL OR THE FAILURE TO APPROVE OR DISAPPROVE ANY SUCH PLANS AND SPECIFICATIONS. ALL SUCH PERSONS AND OWNERS HEREBY WAIVE THE PROVISIONS OF ANY LAW WHICH PROVIDE THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS, DEMANDS AND CAUSES OF ACTION NOT KNOWN AT THE TIME THE RELEASE IS GIVEN.

7.5 Inspection Rights. Any member of the Board shall have the right, during reasonable hours, to enter upon any property to determine whether or not these restrictive covenants have been or are being complied with and such Person or Persons shall not be deemed guilty of trespass by reason of such entry. Nothing herein shall authorize entry into the dwelling located on a Unit for this purpose without the permission of the Owner.

7.6 Declarant Rights.

(a) Notwithstanding anything contained herein to the contrary, until the termination of the Declarant Development Control Period, the Declarant shall have the sole right, power and authority under Section 7.

(b) The Declarant may in its sole discretion relinquish architectural control as to certain types of improvements or modifications to the Board while retaining control over all other building and construction in the Condominium. Any right, power or authority of the Declarant which may be relinquished to the Board prior to the termination of the rights of Declarant hereunder shall only be done by a written instrument executed by Declarant and recorded in the DeKalb County, Georgia land records and no such right, power or authority shall be relinquished by implication or otherwise. For example and without limitation, the Declarant may relinquish control over modifications of existing structures to the Board while retaining all authority to review and approve new home construction.

(c) Upon the surrender in writing of all or a portion of such right and authority, the Board shall then have such jurisdiction over architectural control under Section 7 as may have been relinquished by the Declarant. The establishment of an advisory architectural review committee shall not be deemed to be a relinquishment by Declarant of any of its right, power and authority hereunder.

(d) Section 7 shall not apply to construction activities by the Declarant or its affiliates. No architectural review is required for any activities of Declarant or its affiliates.

Section 8 **Use Restrictions**

8.1 General. This Section, beginning at Section 8.2, sets out certain use restrictions which must be complied with by all Owners and Occupants. These use restrictions may be amended only in the manner provided in Section 16 regarding amendment of this Declaration. The Board may, from time to time, without consent of the members, promulgate, modify or delete the rules and regulations applicable to the Units, the Common Elements and the Limited Common Elements. Such rules, regulations and use restrictions shall be distributed or otherwise made available (in a manner deemed reasonable by the Board) to all Owners and Occupants prior to the date that they are to become effective and shall thereafter be binding upon all Owners and Occupants until and unless overruled, canceled or modified at a regular or special meeting by a Majority of the Total Association Vote and, during the Declarant Development Control Period, by the Declarant.

8.2. Use of Units.

(a) All Units shall be used for single-family residential purposes exclusively, and no trade, business or business activity of any kind shall be carried on or conducted in or from any Unit or any part of the Condominium at any time without the prior written approval of the Board,

except that the Owner or Occupant residing at a Unit may conduct such ancillary business activities within the residence located on the Unit so long as:

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

- (ii) the business activity does not involve regular, frequent or conspicuous visitation of the Unit by employees, clients, customers, suppliers or other business invitees for business purposes;

- (iii) the business activity conforms to all zoning requirements for the Condominium;

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

- (v) the business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the Association's ability to obtain insurance coverage;

- (vi) the business activity is consistent with the residential character of the Condominium and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Condominium, as may be determined in the sole discretion of the Board; and

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

(b) The terms "business" and "trade," as used herein, shall have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether:

- (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.

(c) Notwithstanding anything to the contrary herein, this Section shall not apply to activities of the Association nor shall it be construed as prohibiting the Declarant or its respective affiliates from maintaining model homes, speculative housing or sales and construction trailers in the Condominium.

(d) Leasing of a Unit shall not be considered a trade, business or business activity. Units may be leased for residential purposes, subject to the restrictions set forth in Section 9.

8.3 Alteration of Units.

(a) Approval Required. An Owner desiring to make any modifications or alterations to a Unit, regardless of whether such Owner believes that such modifications will affect the Common Elements or structure or load bearing portions of a Unit or building, must comply with the procedures outlined in Section 7.

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

(i) No Owner or Occupant may make any alteration which involves connecting to Common Element pipes, lines, conduits and/or other apparatus for access to common utilities without prior written Board approval (including, without limitation, installation of washers and dryers).

(ii) No Owner or Occupant shall make any modifications (interior or exterior) to, or place an excessive load on, any structural or load bearing portions of a Unit or building without prior written approval of the Board. Such approval shall not be granted by the Board unless the Owner has presented to the Board a report or drawing prepared by a licensed structural engineer showing that compensating measures will be taken to ensure the structural integrity of the Unit, the building and the Condominium, as applicable.

(c) Compliance with Code. All building code requirements must be complied with by the Owner or Occupant and necessary permits and approvals secured by the Owner or Occupant prior to making any modifications.

(d) Combination of Units. In accordance with Section 44-3-90 of the Act, if any Owner acquires an adjoining Unit, such Owner shall have the right (subject to the prior written approval of the Mortgagees of the Units involved) to remove all or any part of any intervening partition or to create doorways or other apertures therein, notwithstanding the fact that such partition may, in whole or part, be part of the Common Elements, so long as:

(i) no portion of any structural or load bearing wall, column or other portion of the building or Units is materially weakened or removed;

(ii) the Board has approved plans for the foregoing pursuant to the procedures outlined in Section 7; and

(iii) no portion of the Common Elements are damaged, destroyed or endangered, other than that partition and any chutes, flues, ducts, conduits, wires or other apparatus contained therein, which shall be relocated by such Owner if such facilities serve any other part of the Condominium.

The alterations permitted by this Section 8.3(d) shall not be deemed an alteration or relocation of boundaries between adjoining Units and will not change percentage interest in and to the Common Elements and the allocation of votes and Common Expenses. By way of explanation and not limitation, if an Owner acquires an adjoining Unit, such Owner shall be entitled to cast two votes for each Unit owned and shall pay assessments to the Association based on the ownership of two Units.

(e) **Relocation of Boundaries.** Boundaries between adjoining Units may be relocated only in accordance with the provisions of Section 44-3-91 of the Act and this Declaration and, during the Declarant Development Control Period, only with the prior written consent of the Declarant. The Declarant shall have the right to relocate boundaries between Units owned by the Declarant or its affiliates without the approval of the Association, the Board, the ARC or any other Person or group, and the Board shall take such steps as may be necessary to have the required amendments to the Declaration executed on behalf of itself and the Association, if and as necessary.

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

8.4 Use of Common Elements. There shall be no obstruction of the Common Elements, nor shall anything be kept on, parked on, stored on or removed from any part of the Common Elements, without prior written Board consent, except as specifically provided herein.

8.5 Use of Limited Common Elements. Use of the Limited Common Elements is restricted exclusively to the Owners of the Units 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.

8.6 Roof Access. Except for the use of the rooftop terrace, there shall be no use of the roofs of the Condominium buildings by the Owners, or by their family members, guests, tenants, invitees, agents and contractors, or by anyone else. The Association and its agents and contractors shall have access to the roofs for performing the Association's maintenance and repair responsibility, and otherwise as determined by the Board. This Section shall not apply to the Declarant or its affiliates during the Declarant Development Control Period.

8.7 Restrictions on use of Patios, Balconies, Decks, Courtyards and Rooftop Terraces

(a) Patios, Balconies, Decks, Courtyards and Rooftop Terraces. The following is prohibited on patios, balconies, decks, courtyards and rooftop terraces unless approved in writing pursuant to Section 7:

(i) placement of any object or thing on or about any such balcony/deck/patio or courtyard, except for deck furniture, plants and containers as may be allowed under Architectural Guidelines;

(ii) any change, alteration or construction to, on or about any such balcony/deck/patio or courtyard;

(iii) penetration or enclosure of any such balcony/deck/patio or courtyard;

(iv) installation or use of flood lights; or

(v) installation of built-in speakers.

(b) Courtyard Area Restrictions. Owners shall not:

(i) undertake any use of or affix any object to any wall, fence or other structure on an adjacent Unit;

(ii) undertake any grading that would tend to prevent proper drainage of the courtyard area, or to promote soil erosion or to undermine support for the foundation of any wall, fence or other structure on an adjacent Unit;

(iii) place or permit the accumulation of any soil or fill material against any wall, fence or other structure on an adjacent Unit above the original grade;

(iv) construct, erect or install any structure upon, across, over, under or within the Unit or undertake any grading or fill or any other activity upon the Unit which violates any applicable governmental statute, ordinance, rule or regulation or the provisions of this Declaration;

(v) stack wood or permit trees, shrubbery or other vegetation to grow on the courtyard area which would cause damage to or interfere with the maintenance and repair of any wall, fence or the dwelling on an adjacent Unit;

(vi) cause or permit any offensive contact (including, without limitation, any pounding or bouncing of objects) with any wall of the dwelling on an adjacent Unit;

(vii) suffer or permit upon the courtyard area any activities by household pets or other animals which would tend to cause damage to or undermine support for any wall, fence or other structure serving an adjacent Unit; or

(viii) cause or permit to exist any open, uncontained fire within the courtyard area of the Unit.

8.8 Prohibition of Damage, Nuisance and Noise.

(a) Without the prior written consent of the Board and the affected Owner, nothing shall be done or kept on the Condominium which would increase the rate of insurance for the Association or any Unit, which would be in violation of any statute, rule, ordinance, regulation, permit or other governmental requirements, or which would increase the Common Expenses.

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

(c) No Owner shall do any work which, in the reasonable opinion of the Board, would:

(i) jeopardize the soundness or safety of the Condominium or any structure located within the Condominium;

(ii) reduce the value thereof; or

(iii) impair any easement or hereditament thereto.

(d) No recessed built-in speakers may be installed along or in any party wall.

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

(f) All Owners and Occupants acknowledge and understand that the Declarant and others under Declarant's direction or consent will be constructing certain portions of the Condominium and adjacent areas that are not part of the Condominium. No such construction or noise associated therewith shall be deemed a nuisance or discomfort under this Declaration or common law.

8.9 Firearms and Fireworks. The discharge of firearms or fireworks within the Condominium is prohibited. However, the display of lawful firearms is permitted by law enforcement officers and is also permitted for the limited purpose of transporting firearms to or from a Unit. The term "firearms" includes, but is not limited to, B-B guns, pellet guns, archery equipment and firearms of all types, regardless of size. The term "fireworks" shall include, but not be limited to, those items listed in O.C.G.A. Section 25-10-1.

8.10 Animals and Pets.

(a) No animals, livestock or poultry of any kind may be raised, bred, kept or permitted on any Unit, with the exception of dogs, cats or other usual and common household pets in a reasonable number as determined by the Board from time to time.

(b) No pets shall be kept, bred or maintained for any commercial purpose.

(c) No dog runs, runners or exterior pens for household pets shall be erected or maintained in the Condominium.

(d) Dogs shall at all times when outside of a dwelling be kept on a leash or otherwise under the physical control of a responsible person.

(e) An Owner's failure to remove fecal matter or other solid waste left on any portion of the Common Elements by an animal owned by an Occupant of such Owner's Unit (or their guests or invitees) shall be conclusively deemed to be a nuisance, and shall subject such Owner to such reasonable penalties as may be determined by the Association, including without limitation, upon repeated violations, the removal of such animal from the Condominium.

(f) All Owners must control their pets at all times, whether or not such Owners are present, in a manner that will prevent any pet from (all of the following as determined by the Association in its sole discretion):

(i) making noise at objectionable sound levels for extended periods of time, whether continuously or intermittently;

(ii) endangering the health or safety of other Owners, their families, guests or invitees or creating fear in other Owners as to the safety of themselves, their families, guests or invitees; or

(iii) otherwise constituting a nuisance or inconvenience to the Owners or Occupants of any other Unit.

(g) The Association may require that an Owner remove any animal that presents an actual threat to the health or safety of residents and require abatement of any nuisance or unreasonable source of annoyance. If an Owner fails to remove an animal as provided herein, the Association shall have the right to institute legal action to have the animal removed and all costs associated therewith shall be a specific assessment against the Unit of such Owner.

(h) Pets in the Condominium shall be subject to such further rules and regulations as the Board may adopt from time to time, in its discretion.

8.11 Parking.

(a) The term “vehicles,” as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, minibikes, scooters, go-carts, golf carts, all-terrain vehicles, four-wheelers, trucks, campers, buses, vans, automobiles and limousines.

(b) Vehicles shall not be parked on the Common Elements (except passenger non-commercial automobiles parked in designated parking areas or parking spaces while the users thereof are using the Common Elements) or on any other portion of the Condominium other than the driveway and the garage. No parking on streets, roads, and/or alleys within the Condominium shall be permitted.

(c) All vehicles shall be parked within garage parking spaces, unless and except to the extent that the Occupants of a Unit shall have more vehicles than the number of garage parking spaces serving their Unit. Vehicles may be parked in the driveway serving a Unit only after all of the garage parking spaces serving such Unit have vehicles parked in them. Any vehicle parked on a driveway may not encroach onto any portion of a street, alley, sidewalk or other landscaped area.

(d) Designated parking areas shall be for the guests, invitees and licensees of Owners and Occupants and shall be on a first-come, first served basis. Owners and Occupants shall not park their vehicles in the guest parking area.

(e) Disabled vehicles, stored vehicles, boats, trailers, campers, buses, vans (except minivans or utility vehicles used as non-commercial passenger vehicles), trucks (except pick-up trucks and sport utility vehicles), recreational vehicles (for example, without limitation, RV's and motor homes), vehicles used primarily for commercial purposes and vehicles with commercial writing on their exteriors are prohibited from being parked in the Condominium, except in enclosed garages. Notwithstanding the above, trucks, vans, commercial vehicles and vehicles with commercial writing on their exteriors shall be allowed temporarily in the Condominium during normal business hours for the purpose of serving any Unit or the Common Elements. No such vehicle shall be authorized to remain in the Condominium overnight or for any purpose, without the prior written consent of the Board, except to the extent it is there to provide services to a Unit or the Common Elements. For purposes of this paragraph, 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 the Condominium for 3 consecutive days or longer without being moved and without the prior written permission of the Board.

(f) If any vehicle is parked on any portion of the Common Elements in violation of this Section or in violation of the Association’s rules and regulations, the Board may place a notice on the vehicle specifying the nature of the violation and stating that after 24 hours the Association (if permitted by law to do so) may cause a private towing service to tow the vehicle or may request or cause the City of Brookhaven to tow the vehicle. The notice shall include the name and telephone number of the person or entity which will do the towing and the name and telephone number of a person to contact regarding the alleged violation. If 24 hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within 6 months of such notice, the Association (if permitted by law to do so) may cause a private towing service to tow the vehicle or may request or cause the City of Brookhaven to tow the vehicle, in accordance with the notice, without further notice to the Owner or user of the vehicle. A vehicle that is moved temporarily to circumvent the limitation in this paragraph will be automatically (without further notice) considered in violation of this paragraph if the circumstances that led to the initial notice of violation re-occur. If a vehicle is parked on a private road, drive and/or alley (other than in designated parking spaces) or is extending from a driveway into a street or alley such that it is blocking another vehicle or access to a Unit, is obstructing the flow of traffic, or otherwise creates a hazardous condition, no notice shall be required and the Association (if permitted by law to do so) immediately may cause a private towing service to tow the vehicle or may request or cause the City of Brookhaven to tow the vehicle.

(g) If a vehicle is towed in accordance with this Section, neither the Association nor its directors, officers or agents, nor the Declarant shall be liable to any person for any claim of damage or otherwise as a result of the towing activity. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow.

(h) Notwithstanding anything to the contrary in this Section 8.11, the Declarant and its employees, affiliates, agents, subcontractors and assigns shall have the right, during regular business hours, to park vehicles on any and all streets within the Condominium as needed in order to facilitate the construction, development, sale of homes, and build out of the Condominium.

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

(j) All parking shall be subject to such further rules and regulations as the Board may adopt from time to time, in its discretion.

8.12 Abandoned Personal Property.

(a) Personal property, other than vehicles as provided for in Section 8.11, is prohibited from being stored, kept, or allowed to remain for more than 24 hours upon any portion of the Common Elements, without prior written Board permission. If the Board determines that a violation exists, then, not less than two days after written notice is placed on the personal property and/or on the front door of the property owner's Unit, if known, the Board may remove the personal property and it shall have no obligation to return or replace such property or reimburse the owner of the property. The notice shall include the name and telephone number of the Person which will remove the property and the name and telephone number of an individual to contact regarding the alleged violation.

(b) 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 3 days after the property is removed.

(c) If the Board removes personal property as provided herein, the Owner shall be responsible for all costs associated therewith, including, without limitation, reasonable attorneys' fees actually incurred and such costs shall be a specific assessment against the Unit.

(d) The Declarant, its affiliates and the Association and their respective directors, officers, employees, agents or tenants shall not be liable to any Person for any claim of damage resulting from the removal of any personal property in accordance herewith. The Board may elect to impose fines or use other available remedies, rather than exercise its authority to remove property hereunder.

8.13 Heating of Units in Colder Months. In order to prevent breakage of water pipes during colder months of the year resulting in damage to the Condominium, increased Common Expenses, and increased insurance premiums or cancellation of insurance policies due to numerous damage claims, the thermostats within the Units shall be maintained with the heat in an "on" position and at a minimum temperature setting of 55° Fahrenheit (except during power failures or periods when heating equipment is broken) whenever the temperature is forecasted to or does reach 32° Fahrenheit or below. Owners and Occupants shall take all steps possible on a timely basis to keep heating equipment, including, but not limited to, the thermostat, in good working order and repair. If during the months specified above the heating equipment is not working properly, the Owner or Occupant shall immediately inform the Board of such equipment failure and of the time needed to repair the equipment. The Board may fine any Owner or Occupant for a violation hereof, in addition to any other remedies of the Association.

8.14 Signs.

(a) No sign of any kind shall be erected by an Owner or Occupant within the Condominium without the prior written under Section 7 except:

(i) one professional security sign consistent with the Community-Wide Standard not to exceed 4 inches by 4 inches in size;

(ii) such signs as may be required by legal proceedings;

(iii) reasonable and appropriate signs erected by the Board, Declarant and their respective affiliates, which may include signs related to the development, construction, marketing and sales of Units in the Condominium; and

(iv) in connection with a bona-fide offer to sell a Unit, one professionally lettered "For Sale" sign consistent with the Community-Wide Standard may be displayed on the Unit, but only if :

(A) the sign has a maximum area of 4 square feet and a maximum height of 4 feet above ground level, and

(B) the content of the sign and anything else attached to, associated with or in the vicinity of the sign states or conveys only that the residence is for sale and the name and telephone number of the person to contact for additional information.

(b) No other type of "For Sale" sign shall be permitted in the Condominium. No "For Rent" or other leasing signs may be posted anywhere on a Unit.

(c) The Board may adopt reasonable rules and regulations governing the display and placement of signs in the Condominium including, without limitation, imposing reasonable time, place and manner restrictions.

(d) The Board may impose a reasonable fine against any Owner or Occupant for violations of this Section in addition to any other remedies of the Association. Any fine imposed pursuant to this Section shall be deemed an assessment against the Unit and may be collected in the same manner as provided herein for the collection of assessments.

8.15 Flags. The Board of Directors of the Association may promulgate reasonable rules and regulations with respect to the display of flags in the Condominium, including, without limitation, regulating the size of flags that may be displayed and imposing reasonable time, place and manner restrictions pertaining to the display of the United States flag. However, the Association shall not enact any rule or regulation which has the effect of prohibiting any Owner from displaying the flag of the United States of America on a Unit in contravention of the Freedom to Display the American Flag Act of 2005.

8.16 Antennas and Satellite Dishes.

(a) No transmission antennas or satellite dishes of any kind, and no direct broadcast satellite ("DBS") antennas or multi-channel multi-point distribution service ("MMDS") antennas larger than 1 meter in diameter, shall be placed, allowed or maintained upon any portion of the

Condominium, including any Unit, without the prior written consent under Section 7. DBS and MMDS antennas and satellite dishes 1 meter or less in diameter, antennas designed to receive or transmit fixed wireless signals and television broadcast service antennas (each a “Permitted Antenna”) may be installed only if reasonably screened and located as approved by the Board and installed in accordance with the rules and regulations of the Federal Communications Commission and of the Association, both as may be amended from time to time. However, neither the Board nor the Association may restrict the location of a Permitted Antenna if such restriction:

- (i) imposes unreasonable delay or prevents the use of the antennae;
- (ii) unreasonably increases the cost of installation; or
- (iii) an acceptable quality signal cannot otherwise be obtained.

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

8.17 Rubbish, Trash and Garbage.

(a) All rubbish, trash and garbage shall be regularly removed from the Unit and shall not be allowed to accumulate thereon. Garbage cans and other similar items shall be located or screened so as to be concealed from the view of neighboring Units, streets and property located adjacent to the Unit. No garbage or trash shall be placed on the Common Elements, temporarily or otherwise, except as required for regular pick-up as provided herein.

(b) The Association may, but shall not be required to, contract with a private trash collection company to pick up all usual and customary household trash on a regular basis. While the removal of normal household trash will be covered by such contract and included in the annual assessment, additional charges may be incurred by the Association for the removal of used appliances or other large items, which costs may be specifically assessed against the applicable Unit. Trash and recycling receptacles must be placed at the curb no earlier than 5:00 p.m. the day before pick up and must be removed within 24 hours. Notwithstanding anything contained herein to the contrary, Declarant and/or the Association may require trash and garbage to be collected in trash corrals located throughout the Condominium.

(c) Trash removal and recycling shall be subject to such further rules and regulations as the Board may adopt from time to time, in its discretion.

8.18 Unightly or Unkempt Conditions. Owners and Occupants may not pursue or undertake any hobbies or other activities that might tend to cause disorderly, unsightly or unkempt conditions in any part of the Condominium. This includes (and specifically prohibits),

without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles, engines and other mechanical devices.

8.19 Garage Sales. No garage sale, yard sale, flea market or similar activity shall be conducted in the Condominium without the prior written consent of the Board. If permitted, such activities shall be subject to all conditions imposed by the Board.

8.20 Window Coverings; Window Treatments. All shades, drapery linings and other window treatments visible from the exterior of a Unit shall be white, off-white or such other acceptable color determined by the Board or as set forth in the Architectural Guidelines. No foil or other reflective material shall be used on any windows for sun screens, blinds, shades or any other purpose. If the proposed window covering or treatment does not comply with the Architectural Guidelines, the window covering or treatment must be submitted for review and approval in accordance with Section 7. Implementation of the window coverings or treatments may not take place until the same has been approved by the Board.

8.21 Grilling. The use of outdoor grills on or in the Condominium, including, without limitation, on the balconies, patios, decks and rooftop terrace, is prohibited, except that (i) outdoor grills may be used in the rear deck located appurtenant to the first floor of a Unit and on the rooftop terrace for a Unit, and (ii) built-in outdoor grills may be installed in the courtyard of a Unit (the installation of built-in outdoor grills is subject to approval under Section 7). The use of all outdoor grills is subject to such reasonable rules and regulations as may be promulgated by the Board.

8.22 Solar/Wind Devices. No artificial or man-made device which is designed or used for the collection of or heating by solar energy or other similar purposes shall be placed, allowed or maintained upon any portion of the Condominium, including any Unit, without the prior written consent of the Board.

8.23 Exterior Colors. The exterior of all improvements, including, without limitation, residences, constructed, erected, allowed or maintained in the Condominium must be painted or repainted in a color used by Declarant or its affiliates in the original construction and marketing of residences within the Condominium, or in accordance with applicable Architectural Guidelines. If the proposed color does not comply with the Architectural Guidelines, the color selection must be submitted for review and approval in accordance with Section 7. Notwithstanding the foregoing, the exterior color of the Units may not change for a period of 20 years from the date this Declaration is recorded in the DeKalb County, Georgia land records.

8.24 Entry Features and Street Signs. No Person shall alter, remove or add improvements to any entry features, directional signage or street signs constructed within the Condominium, or any part of any easement area associated therewith, without the prior written consent of the Board.

8.25 Traffic Regulations.

(a) All vehicular traffic on any private streets or alleys in the Condominium shall be subject to the provisions of the state and local laws concerning the operation of motor vehicles on public streets.

(b) The Association is hereby authorized to promulgate, administer, and enforce reasonable rules and regulations governing vehicular and pedestrian traffic, including imposing reasonable safety measures and speed limits within the Condominium. The Association shall be entitled to enforce the same by establishing such enforcement procedures as it deems appropriate, including levying fines for the violations thereof. In the event of a conflict between the provisions of state and local laws and such rules and regulations promulgated by the Association, the rules and regulations of the Association shall govern.

(c) Only drivers properly licensed to operate motor vehicles on the public roads within the State of Georgia may operate any type of motor vehicle within the Condominium. All vehicles of any kind and nature which are operated on the streets or alleys in the Condominium shall be operated in a careful, prudent, safe, and quiet manner and with due consideration for the rights of all Owners and Occupants.

8.26 Lighting.

(a) Notwithstanding Section 7, the following exterior lighting may be installed without the necessity of obtaining the prior approval under Section 7:

(i) seasonal decorative lights during the holiday season, subject to any rules or regulations promulgated by the Board;

(ii) illumination of model homes and entrance features constructed by the Declarant or its affiliates; and

(iii) other lighting originally installed by the Declarant or its affiliates.

(b) All exterior lighting must comply with the Architectural Guidelines. If the proposed lighting does not comply with the Architectural Guidelines, the lighting plan must be submitted for review and approval in accordance with Section 7.

8.27 Tree Removal.

(a) No trees shall be removed without the express prior consent of the Board, except for:

(i) trees removed by the Declarant or its respective affiliates; and

(ii) diseased or dead trees.

(b) In addition to all other remedies available to the Board, violating Owners may be required to plant trees of comparable size, type and density of those removed or the Board may plant such trees as are reasonably deemed necessary by the Board at the sole expense of the violating Owner. The Association and Owners shall also comply with all zoning conditions and local ordinances regarding tree removal. If there is a conflict between the provisions of this Section and any zoning conditions or local ordinances, the more restrictive provision shall control.

8.28 Fences. Except for fences installed by the Declarant or the Association, no fence or fencing type barrier of any kind shall be placed, erected, allowed or maintained upon any portion of the Condominium.

8.29 Miscellaneous Items Outside of a Unit. In addition to other restrictions in this Declaration, the following shall not be placed, allowed or maintained upon any portion of the Condominium, unless installed by the Declarant or the Association:

(a) Gardens of any type, including, without limitation, vegetable gardens (it being understood that any landscaping or garden planting may be done only in accordance with the Architectural Guidelines or, if Architectural Guidelines have not been established, with prior written consent of the Board);

(b) Statuaries;

(c) Water fountains, other than self-contained movable Water fountains or those approved pursuant to Section 7.

(c) Recreational equipment, including, without limitation, basketball goals or swing sets;

(d) Woodpiles; or

(e) Clotheslines.

8.30 Neighborhood Agreement. The Association and the Owners are hereby subject to, and agree to comply with, the terms of the Neighborhood Agreement. The Neighborhood Agreement sets forth certain conditions with respect to the Condominium, including, without limitation, the following:

(a) Vehicular access to and from the Condominium must be restricted to one point, on Peachtree Road.

(b) There must be a 30 foot landscaped buffer area along the western and northern sides of the Condominium.

(c) Exterior lighting must be controlled to minimize spillage onto any adjacent single family residential property.

(d) Noise and other conditions must be restricted so as not to disturb the adjacent property owners.

(e) There must be no pedestrian connection from the Condominium to Bellaire Drive unless required by the City of Brookhaven.

(f) Trash receptacles and HVAC units must be screened from view from Bellaire Drive and any adjacent single family property.

Section 9 **Leasing**

9.1 General.

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

(b) Owners desiring to lease their Units may do so only if they have applied for and received from the Board a “leasing permit,” or “hardship leasing permit” pursuant to an application process to be promulgated by the Board. Such a permit, upon its issuance, will allow an Owner to lease such Owner’s Unit in strict accordance with the terms of the permit and this Section. The Board shall have the authority to establish conditions as to the duration and use of such permits consistent with this Section. Each leasing permit or hardship leasing permit, as applicable, shall be valid only as to a specific Owner and Unit and shall not be transferable between either Units or Owners (including a subsequent Owner of a Unit for which a permit was issued to the Owner’s predecessor in title).

9.2 Maximum Allowable Leases. An Owner’s application for a leasing permit shall be considered if the number of then current, outstanding leasing permits for Units, including the request then under consideration, does not exceed the “Maximum Allowable Leases.” The Maximum Allowable Leases is defined as 6 Units.

9.3 Revocation of Leasing Permit. A leasing permit shall be automatically revoked upon the happening of any of the following events:

- (a) the sale or transfer of the Unit to a third party, excluding sales or transfers to:
 - (i) an Owner’s spouse,

- (ii) a person cohabiting with the Owner, and
- (iii) a corporation, partnership, company, or legal entity in which the Owner is a principal;

(b) the failure of an Owner to lease such Owner's Unit within 90 days of the leasing permit having been issued;

(c) the failure of an Owner to have such Owner's Unit leased for any consecutive 90-day period thereafter; or

(d) an Owner occupies the Unit.

9.4 Waiting List. If the number of current leasing permits, including the request then under consideration, exceeds the Maximum Allowable Leases, no additional leasing permits shall be issued until the number of outstanding current leasing permits, including the next request under consideration, would fall at or below the Maximum Allowable Leases. Owners who have been denied a leasing permit shall automatically be placed on a waiting list for a leasing permit and shall be issued the same if they so desire when the number of current outstanding leasing permits, including the next one to be issued, falls to less than the Maximum Allowable Leases.

9.5 Hardship Leasing.

(a) If leasing permits equaling the Maximum Allowable Leases have been issued, an Owner who believes that he or she must lease his or her Unit to avoid undue hardship shall submit a written application to the Board setting forth the circumstances necessitating the leasing, a copy of the proposed lease, and such other information as the Board may reasonably require. Those Owners who have complied with this Section, have demonstrated that the inability to lease their Unit would result in undue hardship, and have obtained written Board approval for a hardship leasing permit may lease their Units for such duration as the Board reasonably determines is necessary to prevent undue hardship in accordance with the terms of the hardship leasing permit.

(b) For purposes of this Section, undue hardship shall include, but not be limited to, the following situations:

(i) a Unit Owner must relocate his residence outside the greater Atlanta metropolitan area and cannot, within 6 months from the date that the Unit was placed on the market, sell the Unit except at a price below the current appraised market value, after having made reasonable efforts to do so;

(ii) the Owner is deceased and the Unit is being administered by a personal representative; or

(iii) the Owner takes a leave of absence from employment or temporarily relocates for employment purposes and intends to return to reside in the Unit, in which case the Unit Owner must reapply every year for renewal of the hardship exception.

(c) In determining whether to issue a hardship leasing permit the Board may consider the following factors, which include, but are not limited to:

- (i) the nature, degree and likely duration of the hardship;
- (ii) the harm, if any, which will result to the Condominium if the hardship leasing permit is approved;
- (iii) the number of hardship leasing permits which have been issued to other Owners;
- (iv) the Owner's role in causing the hardship or ability to cure the hardship; and
- (v) whether previous hardship leasing permits have been issued to the Owner.

9.6 Leasing Provisions. Any leases that are permitted must satisfy the following provisions:

(a) Notice. At least 7 days prior to entering into the lease of a Unit, the Owner shall provide a copy of the proposed lease agreement to the Board.

(b) Form of Lease. The Board may approve or disapprove the form of said lease. If a lease is disapproved, the Board shall notify the Owner of the requisite action to be taken in order to bring the lease in compliance with the Declaration and any rules and regulations adopted pursuant thereto.

(c) General. Units may be leased only in their entirety. No fraction or portion of a Unit may be leased. There shall be no subleasing of Units or assignment of leases without prior written Board approval. Any lease must provide for a term of at least one year. Within 10 days after executing a lease agreement for the lease of a Unit, the Owner shall provide the Board with a copy of the lease, the name of the lessee and all other people occupying the Unit and the Owner's address and other contact information other than at the Unit. The Owner must provide the lessee copies of the Condominium Instruments.

(d) Limitation on Board's Approval. Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed lessee. The Board's approval or disapproval shall be limited to the form of the proposed lease.

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

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

(i) Compliance with Declaration, Bylaws, Rules and Regulations and Architectural Guidelines. The Owner's lessee shall comply with all provisions of the Condominium Instruments, and shall control the conduct of all other Occupants and guests of the leased Unit in order to ensure such compliance. The Owner shall cause all Occupants of the Unit to comply with the Condominium Instruments and shall be responsible for all violations by such Occupants, notwithstanding the fact that such Occupants of the Unit are fully liable and may be sanctioned for any such violation. If the lessee, a guest of the lessee, or a person living with the lessee, violates the Condominium Instruments for which a fine is imposed, notice of the violation shall be given to the Owner and the Owner's lessee, and such fine may be assessed against the lessee in accordance with Section 3.20 of the Bylaws. If the fine is not paid by the lessee within the time period set by the Board, the Owner shall pay the fine upon notice from the Association of the lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the Unit.

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

(iii) Use of Common Elements. The Owner transfers and assigns to the Owner's lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Elements, including the Limited Common Elements.

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

9.7 Mortgagee Exemption. The provisions of this Section shall not apply to any Mortgagee in possession of a Unit through foreclosure or otherwise as a result of the exercise of any rights arising out of a first priority Mortgage on a Unit, as provided in Section 13.3.

9.8 Leasing Rights Reserved by Declarant.

(a) Notwithstanding the restriction on the leasing of Units as described herein, Declarant may grant an Owner the right to lease a Unit for any reason and the extent and duration of said privilege granted by Declarant shall be determined solely by Declarant. Any ability to lease a Unit granted by the Declarant which extends beyond the termination of Declarant's rights under this Declaration shall be valid and may not be terminated by the Association so long as the Owner complies with the terms and conditions imposed by Declarant.

(b) This Section shall not apply to any Units owned by the Declarant.

Section 10
Maintenance

10.1 Maintenance to Units and Limited Common Elements.

(a) Allocation of Maintenance Obligations. The responsibility for maintenance, repair and upkeep for each Unit, the Common Elements and the Limited Common Elements assigned to such Units shall be allocated between the Association and the Owner of a Unit as follows:

Item	Maintenance, Repair or Upkeep Obligation	Responsible Party	
		Associ- ation	Owner
1.0	Structural components (including building foundations and footings, as well as waterproofing above or below grade, and roof support)		X
2.0	Driveways, walkways, exterior steps:		
2.1	-- Routine cleaning (e.g. sweeping)		X
2.2	-- Periodic cleaning (e.g. pressure washing) which is to be performed for all or a group of Units	X	
2.3	-- All other maintenance or repair	X	
3.0	Stoops:		
3.1	-- Routine cleaning (e.g. sweeping)		X
3.2	-- Periodic cleaning (e.g. pressure washing) which is to be performed for all or a group of Units	X	
3.3	-- Periodic painting or staining of visible surfaces (and routine maintenance associated with that work) which is to be performed for all or a group of Units	X	
3.4	-- All other maintenance or repair	X	
4.0	Heating and air conditioning units or similar equipment, including and pipes, wires, or conduits:		
4.1	-- If serving only one Unit		X

Item	Maintenance, Repair or Upkeep Obligation	Responsible Party	
		Associ- ation	Owner
4.2	-- If serving multiple Units	N/A	N/A
5.0	Lighting fixtures:		
5.1	-- Located outside a Unit or in a garage, if it is controlled by only one Unit		X
5.2	-- Located outside a Unit, if it is controlled by the Association	X	
6.0	Exterior surfaces of the Unit (excluding doors, windows, shutters):		
6.1	-- Routine cleaning		X
6.2	-- Periodic maintenance (e.g. pressure washing) of visible surfaces which is to be performed for all or a group of Units	X	
6.3	-- Periodic painting of visible surfaces (and routine maintenance associated with that work) which is to be performed for all or a group of Units	X	
6.4	-- All other maintenance or repair	X	
7.0	Doors made primarily of wood and door frame (including garage doors, if made of wood):		
7.1	-- Routine cleaning		X
7.2	-- Annual maintenance (e.g. painting, staining, caulk) of visible exterior surfaces as needed		X
7.3	-- Periodic painting or staining of visible exterior surfaces (and routine maintenance associated with that work) which is to be performed for all or a group of Units	X	
7.4	-- Maintenance and repair of hardware components		X
7.5	-- All other maintenance or repair		X
8.0	Doors not made primarily of wood and exterior door frames (including garage doors):		
8.1	-- Routine cleaning		X
8.2	-- Annual maintenance (e.g. painting, staining, caulk) of visible exterior surfaces as needed		X
8.3	-- Periodic painting or staining of visible exterior surfaces (and routine maintenance associated with that work) which is to be performed for all or a group of Units	X	
8.4	-- Maintenance and repair of hardware components		X
8.5	-- All other maintenance or repair		X
9.0	Windows, shutters and screens:		
9.1	-- Routine cleaning (e.g. window and screen cleaning)		X
9.2	-- Annual maintenance (e.g. caulk)		X
9.3	-- Periodic painting or staining of exterior components of windows performed which is to be performed for all or a group of Units	X	
9.4	-- Maintenance and repair of glass		X
9.5	-- Maintenance and repair of hardware components		X
9.6	-- Maintenance and repair of exterior shutters	X	
9.7	-- Maintenance and repair of screens		X
9.8	-- All other maintenance or repair		X

Item	Maintenance, Repair or Upkeep Obligation	Responsible Party	
		Association	Owner
10.0	Roof:		
10.1	-- Periodic cleaning	X	
10.2	-- Routine cleaning of rooftop terrace		X
10.3	-- All other maintenance or repair (note that repairs to roof supports are covered under "Structural components")	X	
11.0	Gutters and Downspouts:		
11.1	-- Periodic cleaning	X	
11.2	-- All other maintenance or repair	X	
12.0	Decks, Balconies, Courtyard Areas, Patios and Rooftop Terrace:		
12.1	-- Routine cleaning		X
12.2	-- Annual maintenance (e.g. painting and staining) of visible exterior surfaces as needed		X
12.3	-- Painting or staining of visible surfaces (and routine maintenance associated with that work) which is to be performed for all or a group of Units on a routine, periodic basis	X	
12.4	-- Maintenance of any outdoor kitchen and fireplace on Rooftop Terrace		X
12.5	-- Cleaning or pressure washing of visible floor surfaces (and routine maintenance associated with that work) which is to be performed for all or a group of Units, on a routine, periodic basis	X	
12.6	-- All other maintenance and repair		X
13.0	Fences (if permitted under Section 8.28):		
13.1	-- Routine cleaning		X
13.2	-- Periodic painting or staining of visible surfaces (and routine maintenance associated with that work) which is to be performed for all or a group of Units	X	
13.3	-- Maintenance of gate hardware		X
13.4	-- All other maintenance and repair	X	
14.0	Water and sewer pipes, wire and conduits, and related components, whether located within or outside of the boundaries of a Unit:		
14.1	-- If components serve (1) more than one Unit, or (2) both a Unit and Common Elements (so long as such components are not maintained on an ongoing basis by a public or private utility company or by a governmental authority)	X	
14.2	-- If components serve only one Unit		X
15.0	Hose bibs		X
16.0	Satellites and Antennas, and related components, whether located within or outside of the boundaries of a Unit (if permitted under Section 8.16):		
16.1	-- If components serve more than one Unit and were installed by Declarant or the Association	X	
16.2	-- If components serve more than one Unit, but were not installed by Declarant or the Association		X

Item	Maintenance, Repair or Upkeep Obligation	Responsible Party	
		Association	Owner
16.3	-- If components serve only one Unit		X

(b) Allocation of Expenses for Repairs Caused by Misuse. Notwithstanding the assignment of responsibility listed above, any maintenance or repair that is caused by a Unit Owner's use or misuse of any of the listed components may be performed by the Association and all costs associated therewith may be assessed as a specific assessment against the Unit of such Owner.

(c) Scheduling Intervals for Periodic Maintenance. All routine or periodic cleaning or maintenance (including painting and staining) that is the responsibility of the Association will be scheduled on intervals determined by the Board at its sole discretion.

(d) Association May Take On Additional Responsibilities. Upon resolution of the Board and approval by Owners representing at least a Majority of the Units and, Declarant, during the Declarant Development Control Period, the Association may assume responsibility for providing additional maintenance of Units and the structures thereon beyond that listed in Section 10.1(a), with the expenses thereof to be paid as an assessment as provided in Section 5.

(e) Performance by Association of Work on a Unit. In any circumstances in which the Association performs work on or in a Unit, the following provisions apply:

(i) The Association shall repair incidental damage to any Unit resulting from performance of work that is the responsibility of the Association.

(ii) As finish levels can have varying degrees, such repairs will be complete only to the extent of being "paint-ready." Components that may require repair or replacement, such as tile and trim, will be reinstated only to the extent of readily available matching or similar materials (trim and such will also be finished to "paint-ready"). Due to the uncontrollability of quality of repair, items such as faux paint treatment, wallpaper, ceiling/wall appliqué, and any other finishes that the Board deems unreasonable, will not be the responsibility of the Association.

(iii) Each Owner is responsible for providing accessibility for workers to access the work area around such Owner's personal belongings. Likewise, each Owner is responsible removal, storage, or other protective measures of his personal items during the course of the work. If the removal, storage or other protective measures are not taken by the Owner and damage occurs due to the repair and reconstruction process, the Association will not be liable for such damage.

(iv) Upon completion of such repairs, the Association will perform a cursory cleaning. As a level of cleaning is subjective, the Association will not be responsible for a detailed cleaning. The Board has sole discretion on defining what is reasonable for the level, quality and extent of the repair and subsequent cleaning.

(f) Delegation of Duties. 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.

10.2 Maintenance of Common Elements.

(a) The Association shall maintain and keep in good repair the Area of Common Responsibility which shall include the Common Elements and the following:

(i) all entry features for the Condominium, including any appurtenant landscaping and any irrigation and/or lighting system related thereto or used in connection therewith;

(ii) all street signs, if any, originally installed by Declarant or its affiliates, if and to the extent the same are not maintained on an ongoing basis by a governmental authority or third party;

(iii) all storm water detention/retention facilities, including pipes, wires and conduits, and any fence, gate, wall or enclosure surrounding said storm water detention/retention facilities and any other storm water drainage facilities which were originally maintained by Declarant or its affiliates and serve the Condominium to the extent such areas are not maintained on an ongoing basis by a governmental authority or third party.

(iv) all street medians and street islands and any landscaping associated therewith, if and to the extent the same are not maintained on an ongoing basis by a governmental authority or third party;

(v) all pedestrian trails and walking paths;

(vi) the centralized mailbox area and the mailboxes located thereon;

(vii) all Condominium green space and open space;

(viii) lawn and landscaping for the Common Elements, including:

- (A) lawn mowing on a regular basis;
- (B) tree and shrub pruning;
- (C) watering landscaped areas; and
- (D) fertilizer and weed control treatments.

(b) Included in the Area of Common Responsibility, the Association shall maintain all landscaping in and along Peachtree Road /S.R. 141 (100' R/W) which is located adjacent to the Condominium in accordance with that certain Right of Way Mowing and Maintenance Agreement by and between DeKalb County, Georgia and Declarant, having an effective date of _____ 2014.

(c) Included in the Area of Common Responsibility, the Association hereby assumes all right, duties, obligations, and liabilities of Declarant under that certain Indemnity Agreement by and between the Declarant and the Georgia Department of Transportation, having an effective date of _____, 2014.

(d) Included in the Area of Common Responsibility, the Association shall undertake, and Declarant does assign, any and all obligations of the Declarant under any stormwater maintenance and indemnification agreement with the City of Brookhaven and/or DeKalb County, which agreements may be recorded in the DeKalb County, Georgia land records, as the same may be amended from time to time.

(e) The Association shall have the right, but not the obligation, to maintain property not owned by the Association and to enter into easements and cost sharing agreements where the Board has determined that such maintenance and easement and cost sharing agreements would benefit all or a group of Owners.

(f) Specifically excluded from the Association's maintenance responsibility shall be all maintenance specifically assigned to a Unit Owner under Section 10.1(a).

(g) The Board in its sole discretion may leave portions of the Condominium as undisturbed natural areas, may change the scope of the landscape maintenance in the Condominium at any time and from time to time, or may, with the consent of the Declarant (during the Declarant Development Control Period) change the level of lawn maintenance performed. The Board may promulgate rules setting forth the extent of landscaping maintenance to be performed by the Association.

(h) The Board may authorize the officers of the Association to enter into contracts with any Person or Persons to perform maintenance on behalf of the Association.

(i) All routine, periodic maintenance that is the responsibility of the Association shall be scheduled on intervals determined by Board at its sole discretion.

10.3 Maintenance by Unit Owners.

(a) Maintenance to Common Elements Performed by an Owner or Occupant. If an Owner or Occupant performs maintenance or repair to the Common Elements that is the responsibility of the Association (including, without limitation, landscaping of Common Elements), the Owner or Occupant will be doing this work at his or her sole expense and will not be entitled to reimbursement from the Association, even if the Association accepts the maintenance or repair.

(b) Duties of Owners. Each Owner must:

(i) perform his or her responsibilities under this Declaration in such a manner so as not to unreasonably disturb other Persons in or on other Units;

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

(iii) not make any alterations in the portions of the Unit which are to be maintained by the Association, remove any portion thereof, make any additions thereto, or do anything with respect to the exterior or interior of such Unit or the structures thereon which would or might increase the Association's maintenance costs or jeopardize or impair the safety or soundness of any Unit or structure thereon, without first obtaining the written consent of the Board and all Owners and Mortgagees of the Units affected; and

(iv) not impair any easement without first obtaining written consent of the Association and of the Owner or Owners and their Mortgagees for whose benefit such easement exists.

(c) Failure of Owner to Perform Maintenance.

(i) If the Board determines that any Owner has failed or refused to discharge properly any of such Owner's obligations with regard to the maintenance, repair or replacement of items for which such Owner is responsible hereunder then the Association shall, except in the event of an emergency situation, give the Owner written notice of the Association's intent to provide such maintenance, repair or replacement at the Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repairs or replacement to be performed. Except in an emergency situation, the Owner shall have 10 days from the date of the notice within which to complete such maintenance, repair or replacement, or, if such maintenance, repair or replacement is not capable of completion within such time period, to commence such work within such 10 day period and diligently pursue completion within a reasonable period of time.

(ii) If the Board determines that an emergency exists or that an Owner has not complied with the demand given by the Association as provided herein, the Association may provide such maintenance, repair or replacement to the Unit at such Owner's sole cost and expense, and all costs shall be added to and become a part of the specific assessment to which such Owner is subject, shall become and be a lien against the Unit, and shall be collected as provided herein for the collection of assessments.

(iii) Notwithstanding the foregoing, if the need for maintenance, repair or replacement by the Association under this Section is caused through the willful or negligent act of any Owner or Occupant or their family, guests, lessees or invitees, and is not covered or paid for by insurance, in whole or in part, then all of the costs of the work may be specifically assessed against the Unit of such Owner or Occupant as provided in Section 5.5.

(d) Not Applicable to Declarant. This Section 10.3(d) shall not apply to any Units owned by the Declarant unless occupied as a residence.

10.4 Liability.

(a) Owners, Occupants and their guests shall use the Common Elements and all portions of the Condominium not contained within a Unit at their own risk and shall assume sole responsibility for their personal belongings used or stored thereon. All Owners and Occupants shall have an affirmative duty to inspect the Common Elements and any improvements located thereon for any defects, perils or unsafe conditions related to the use and enjoyment thereof. The Association, Declarant and their respective officers, directors, employees, representatives and agents shall not be held liable for:

- (i) personal injury to any person occurring on the Common Elements;
- (ii) loss or damage to personal belongings used or stored on the Common Elements or on any other portion of the Condominium; or
- (iii) loss or damage, by theft or otherwise, of any other property of an Owner or Occupant.

(b) In addition to the foregoing, the Association, Declarant and their respective officers, directors, representatives, agents and employees shall not be liable for injury or damage to any Person or property:

- (i) caused by the weather or by an Owner or any other Person;
- (ii) resulting from any rain or other surface water which may leak or flow from any street, pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association; or
- (iii) caused by any street, pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association, becoming out of repair.

10.5 Measures Related to Insurance Coverage.

(a) The Board, upon resolution, shall have the authority to require all or any Owners to do any act or perform any work involving portions of the Condominium which are the maintenance responsibility of the Owner which will, in the Board's sole discretion, decrease the possibility of fire or other damage in the Condominium, reduce the insurance premium paid by or on behalf of the Association for any insurance coverage, or otherwise assist the Board in procuring or maintaining such insurance coverage. Subject to the provisions of the Act, this authority shall include, but need not be limited to, requiring Owners to install smoke detectors, requiring Owners to make improvements to the Owner's Unit, and such other measures as the Board may reasonably require.

(b) In addition to, and not in limitation of, any other rights the Association may have, if any Owner does not comply with any requirement made by the Board pursuant to Section 10.5(a)

above, the Association, upon 15 days' written notice (during which period the Owner may perform the required act or work without further liability), may perform such required act or work at the Owner's sole cost and expense. Such cost shall be an assessment and a lien against the Unit as provided herein. The Association shall have all rights necessary to implement the requirements mandated by the Board pursuant to Section 10.5(a) including, but not limited to, a right of entry during reasonable hours and after reasonable notice to the Owner or Occupant of the Unit, except that access may be had at any time without notice in an emergency situation.

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

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

10.8 Water Service. The Condominium is served by a master water meter. The Association shall be responsible for the administration of expenses associated with such master water meter. The Association shall pay all usage charges for water supplied to the Condominium through the master water meter. Each Unit is served by a sub-meter which can measure individual water consumption applicable to a Unit in the Condominium. As such, the Association can determine water usage attributable to a particular Unit and the Board of Directors may specifically assess each Unit for its actual share of water charges. In addition, the Board of Directors may specifically assess the Units for an equal proportionate share of any charges relating to water usage that are not attributable to individual Units or to irrigation of the Common Elements.

10.9 Gate System.

(a) The Board, with the consent of the Declarant during the Declarant Development Control Period, shall determine when the Gate System will be operational (that is, when the gates will be closed or locked).

(b) Neither Declarant, the Association nor their respective officers, directors, members, partners, representatives or agents shall be responsible for the security of Owners, Occupants or their family members, guests, invitees or property. NEITHER DECLARANT, THE ASSOCIATION NOR ANY OWNER OR OCCUPANT GUARANTEES OR ASSURES TO ANY OTHER OWNER OR OCCUPANT NOR ANY OTHER PARTY WHOMSOEVER

THAT THE GATE SYSTEM WILL IN ANY MANNER WHATSOEVER PROVIDE PERSONAL PROTECTION OR SECURITY TO ANY OWNER OR OCCUPANT, THEIR PERSONAL POSSESSIONS OR TO GUESTS OR INVITEES, OR TO ANY OTHER PERSON, AND EACH OWNER, BY THE ACCEPTANCE OF A DEED TO A UNIT, SHALL HAVE ASSUMED THE ENTIRE RISK AS BETWEEN SUCH OWNER AND DECLARANT OR THE ASSOCIATION, AS APPLICABLE, FOR ANY LOSS OR DAMAGE TO PERSON OR PROPERTY WITHIN THE CONDOMINIUM ARISING FROM ANY DEFICIENCY, FAILURE OR DEFECT IN THE GATE SYSTEM OR OTHERWISE.

(c) All governmental authorities shall have access to the Condominium for law enforcement, safety and emergency purposes. Each Owner shall look solely to the applicable governmental authority for the provision of law enforcement and police protection.

(d) The Gate System is not intended to replace or to serve in lieu of individual alarm systems or other measures designed to provide security at a residence or within any Unit. Each Owner is encouraged to install personal security devices upon and within such Owner's Unit to the same extent that would be prudent if the Gate System did not exist.

(e) The Gate System will be installed based upon the representations of vendors regarding the operation and performance capabilities of the components of the Gate System. DECLARANT DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY NATURE WHATSOEVER REGARDING THE GATE SYSTEM, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR THE PURPOSES FOR WHICH IT WAS DESIGNED. Declarant does not guarantee that the Gate System will avert or prevent occurrences or consequences which the Gate System is designed to avert or prevent.

(f) The Gate System shall be owned, operated, and maintained by the Association at its sole cost and expense (not by the Declarant) and the costs associated therewith shall be as a Common Expense.

(g) Each Owner shall use the Gate System in the proper manner and within the rules and regulations relating thereto as may be adopted from time to time by the Board.

Section 11 **Insurance**

11.1 Association Insurance.

(a) The Association 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, together with such other insurance as the Board of Directors may determine to be necessary or advisable. The minimum insurance obtained by or on behalf of the Association shall be in such amounts as required by Section 44-3-107 of the Act. Such insurance 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 a 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.

(b) In addition to the foregoing, the Association shall, upon the written request of an Owner or Owners, attempt to obtain, within a reasonable time period thereafter, such supplemental insurance coverage pertaining to the Condominium or a Unit or Units thereon as the parties or any of them may request, or as is required due to the use and activity in a Unit or a portion of a Unit, in addition to that insurance coverage obtained and maintained by the Association for the benefit of the Units in accordance with Section 44-3-107 of the Act as described above. Notwithstanding anything herein to the contrary, the incremental premium increase, if any, for such supplemental insurance coverage or any increase in the basic required coverage due to the uses and activities in a Unit or a portion of a Unit together with a reasonable administrative charge, if any, shall be specifically assessed to the Units benefited by the supplemental insurance coverage or is the cause of the increase in the insurance premium as provided in Section 5.5.

(c) The Board is hereby authorized to contract with or otherwise arrange to obtain the insurance coverage required hereunder through the Declarant or its affiliates, which may be under a blanket policy at the Declarant's sole discretion, and to reimburse the Person so providing or arranging the insurance coverage for the cost thereof.

(d) At least every two years the Board shall conduct an insurance review to verify that the policies in force are adequate to meet the Association's needs and to satisfy 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 so verify.

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

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

(ii) public liability insurance in amounts no less than required by Section 44-3-107 of the Act (the public liability insurance shall contain a cross liability endorsement);

(iii) officers' and directors' liability insurance in such amounts as the Board may determine;

(iv) fidelity bonds, if reasonably available, covering officers, directors, employees, and other persons who handle or are responsible for handling Association funds. Such bonds, if reasonably available, shall be in an amount which in the best business judgment of the Board of Directors reflects the estimated maximum amount of funds, including reserve funds, that will be in the custody of the Association or its management agent at any time while the

policy is in force, or any lesser amount of fidelity coverage allowable under the applicable Fannie Mae guidelines and shall contain waivers of any defense based upon the exclusion of persons serving without compensation. However, the fidelity coverage may be less than the foregoing based on the implementation of financial controls which take one or more of the following forms: (1) 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; (2) the management company, if any, maintains separate records and bank accounts for each association that uses such company's services and the management company does not have the authority to draw checks on, or to transfer funds from, the Association's reserve account; or (3) two members of the Board must sign any checks written on the reserve account.

11.2 Owner's Insurance. Every Owner shall be obligated to obtain and maintain at all times insurance covering the Unit to the extent not insured by policies maintained by or on behalf of the Association. In addition, each Owner shall, at the Owner's expense, maintain in full force and effect general liability and property damage insurance covering the Unit and the Owner's or Occupant's use thereof against claims for personal injury or death and property damage occurring upon or about the Unit, such insurance to afford protection to such limits as may be established by the Board from time to time. Owners shall provide evidence of such insurance to the Association prior to the closing of the purchase of a Unit and annually thereafter if requested by the Board of Directors. If any Owner fails to obtain insurance as required hereunder, the Association may purchase such insurance on behalf of the Owner and assess the cost thereof to the Owner and such Owner's Unit, to be collected in the manner provided for collection of assessments under Section 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.

11.3 Exclusions. The public liability insurance carried by the Association as a Common Expense shall not be required to include insurance for individual Owners for liability arising within the Unit or such other items as may be excluded pursuant to Section 44-3-107 of the Act.

11.4 Insurance Deductibles. In the event of an insured loss, any required deductible shall be paid by the Person or Persons who would be responsible for such loss in the absence of insurance. If the loss affects more than one Unit or a Unit and the Common Elements, the cost of the deductible may be apportioned equitably by the Board among the parties suffering loss in proportion to each affected Person's portion of the total cost of repair or otherwise as the Board determines to be equitable. The amount of the deductible which may be allocated to an Owner for a Unit shall not exceed \$5,000.00 or such higher amount as authorized by the Act, per casualty loss covered under any insurance required to be maintained by the Association pursuant to the Act. Notwithstanding this, if the insurance policy provides that the deductible will apply to each Unit separately or to each occurrence, each Owner shall be responsible for paying any deductible pertaining to such Owner's Unit. If any Owner fails to pay the deductible when required hereunder, then the Association may pay the deductible and assess the cost to the Owner and such Owner's Unit as a specific assessment pursuant to Section 5.5.

11.5 Payment of Claims to Delinquent Owners. Notwithstanding anything to the contrary herein, in the event of an insured loss under the Association's master hazard insurance policy for which the Association receives from the insurer payment for a loss sustained by an Owner who is delinquent in any payment owed to the Association, including, without limitation, any assessment under Section 5, 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.

Section 12 **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, the Board of Directors shall arrange for and supervise the prompt repair and restoration of the structure, unless Owners of Units entitled to cast at least 80% of the Total Association Vote, including the Owner of any damaged Unit and Eligible Mortgagees representing at least a Majority of the votes of Units subject to a Mortgage held by an Eligible Mortgage Holder, elect not to proceed with the reconstruction and repair of the structure. In the event of substantial damage or destruction, each Eligible Mortgage Holder shall be entitled to written notice of the damage, and nothing in the Condominium Instruments shall be construed to afford a priority to any Owner with respect to the distribution of proceeds to any Unit. Notwithstanding the foregoing, each Unit Owner hereby appoints the Association as its attorney-in-fact for the purpose of and with respect to the filing and adjustment of all claims, the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability, and the execution of all documents and performance of all acts necessary to carry out the duties as set forth in this Section 12.

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

12.3 Source and Allocation of Proceeds. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair, as determined by the Board, or if at any time during the reconstruction and repair or upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, the additional costs shall be assessed against the Units damaged in proportion to the damage to such Units or against all Units in the case of insufficient funds to cover damage to the Common Elements. This assessment shall be considered a special assessment as discussed in Section 5.4. 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. Notwithstanding anything herein to the contrary, Declarant shall have no obligation to fund any deficit arising from insufficiency of insurance proceeds.

12.4 Plans and Specifications.

(a) Any such reconstruction or repair shall be substantially in accordance with the plans and specifications under which the Condominium was originally constructed, except where changes are necessary to comply with current applicable building codes or where improvements not in accordance with the original plans and specifications are approved by the Board.

(b) To the extent insurance proceeds are available, the Association may reconstruct or repair Owner improvements damaged as a result of fire or other casualty. The provisions of Section (e) shall apply to any work performed by or on behalf of the Association.

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

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 on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair as set forth in this Section, to be disbursed by the Association in appropriate progress payments to such contractors, suppliers, and personnel performing the work or supplying materials or services for the repair and reconstruction of the buildings as are designated by the Board.

Section 13 **Mortgagees' Rights**

13.1 Assessment Liability of Mortgagees. The liability of Mortgagees for assessments and the priority of liens in relation to assessment liens are addressed in Section 5.8.

13.2 Request for Notice of Certain Actions. An Eligible Mortgage Holder will be entitled to timely written notice of:

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

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

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

(d) any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders.

13.3 No Restrictions on Sales and Leasing. Notwithstanding anything to the contrary herein contained, the provisions of the Declaration restricting sales and leases shall not apply to impair the right of any first Mortgagee to:

- (a) foreclose or take title to a Unit pursuant to remedies contained in any Mortgage;
- (b) take a deed or assignment in lieu of foreclosure; or
- (c) sell, lease, or otherwise dispose of a Unit acquired by the Mortgagee.

13.4 Audit. Any holder, insurer or guarantor of a first Mortgage on a Unit shall be entitled, at its own expense, upon submission of a written request to the Association, to perform or caused to be performed an audit of the financial statements of the Association for the immediately preceding fiscal year (if the Condominium has been established for a full fiscal year).

13.5 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 30 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.

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

Section 14 **Condemnation**

In the event of a taking by condemnation or by eminent domain, the provisions of the Act shall prevail and govern. 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, be:

- (a) distributed to the Owners pursuant to Section 44-3-97(a) of the Act;
- (b) credited to future assessments due from the Owners; or
- (c) allocated to the Owners and deposited into the Association's operating account or reserve account to be applied to Common Expenses.

Section 15 **Easements**

15.1 Use and Enjoyment.

(a) Each Owner and Occupant shall have a right and non-exclusive easement of use and enjoyment in and to the Common Elements (including the right of access, ingress and egress to and from such Owner's or Occupant's Unit over those portions of the Condominium designated for such purpose). The non-exclusive easement shall be appurtenant to and shall pass with the title to such Unit, subject to:

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

(ii) the right of the Association to control the use and enjoyment of the Common Elements as provided by the terms of this Declaration, including, but not limited to, the right of the Association to suspend voting and use privileges as provided herein and/or in the Bylaws;

(iii) the right of the Association to have access to the Units and Limited Common Elements to discharge its rights and obligations under the Condominium Instruments, including, without limitation, the maintenance responsibility of the Association; and

(iv) the right of the public to use that portion of the Common Elements as set forth in Section 3.5(c).

(b) Every portion of a Unit and all Limited Common Elements contributing to the support of an abutting Unit shall be burdened with a non-exclusive easement of support for the benefit of such abutting Unit. All portions of the Condominium also shall be subject to easements of encroachment as provided in the Act.

15.2 Easement for Utilities -- Association. If a sprinkler system, or 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 access to and use, maintenance, repair and replacement of such sprinkler system, utility line, pipe, wire or conduit, in favor of the Association and the Owner of the Unit or Units requiring such access. Maintenance, replacement and repair of any such sprinkler system, utility line, pipe, line, conduit, duct or wire shall be as otherwise set forth in this Declaration. In such circumstance, the Person for whose benefit such work is being done shall be responsible for repair of all incidental damage to any Unit or the Common Elements resulting from performance of any such work.

15.3 Easement for Utilities -- Unit Owner.

(a) Declarant hereby establishes for the benefit of each Unit a nonexclusive easement for access to and installation, maintenance, repair, replacement and use of all pipes, wires, cables,

conduits, utility lines, flues and ducts serving such Unit and situated in, on or under any other Unit or the Common Elements. If any Owner desires access to the attic or other areas of another Unit to install, maintain, repair or replace any utility pipe, wire, cable, conduit, utility line, flue or duct, the Owner shall contact the Owner of such other Units at least two days in advance of the date that access is needed and attempt to agree on a convenient date and time for access by the Owner and the Owner's contractors. Access in emergency situations shall be granted immediately upon request. Any Owner of a Unit to which access is needed under this Section shall not unreasonably withhold, condition or delay such access.

(b) Rights exercised pursuant to this easement shall be exercised with a minimum of interference to the quiet enjoyment of affected Units, reasonable steps shall be taken to protect such Units and the property of the Owners and Occupants thereof, and damage shall be repaired by the Person causing the damage at its sole expense.

15.4 Pest Control; Sprinkler Testing. The Association may, but shall not be obligated to, dispense chemicals for the extermination of insects and pests within the Units and Common Elements. In addition, sprinklers, if any, may need periodic testing, although it is not the obligation or responsibility of the Association to do so. If the Association chooses to provide such pest control or in the event sprinkler testing is to be conducted, the Association and contractors, representatives, agents and other Persons authorized by the Board shall have an easement to enter Units for the purpose of testing sprinklers and/or dispensing chemicals for the extermination of insects and pests within the Units and Common Elements, as applicable. Owners shall either provide a key to the Unit for purpose of such entry or have someone available at such times as are designated by the Board to allow entry into the Unit for these purposes. The Declarant, its affiliates, the Association, and the directors, officers, employees and agents of any of the foregoing, shall not be liable for any illness, damage or injury caused by the testing of sprinklers or the dispensing of chemicals as described herein.

15.5 Easements for Drainage. There is hereby reserved by the Declarant and granted to the Association an easement upon, across, above and under all storm water drainage easement areas as shown on the Plat for access, ingress, egress, installation, alteration, repairing, replacing, and maintaining the storm water drainage system and related facilities serving the Condominium or any portion thereof (but without obligation on the part of Declarant). This easement shall include the right (but not obligation on the part of Declarant) to construct and maintain catch basins, retention ponds, detention ponds, drainage swales, storm sewers, storm drains, sloping banks, cut or fill. It is anticipated that increased storm water run-off across downstream Units will result from the construction of impervious surface in the Condominium.

15.6 Easement for Emergency Entry. The Association shall have the right, but not the obligation, to enter upon any Unit or Limited Common Element for emergency (see Section 6.3), security and safety reasons and to inspect for the purpose of ensuring compliance with this Declaration, Bylaws, and rules and regulations, which right may be exercised by any member of the Board, the officers, agents, employees, and managers of the Association and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the

Association to enter upon any Unit or Limited Common Element to cure any condition which may increase the possibility of a fire, slope erosion or other hazard in an emergency situation and in the event an Owner fails or refuses to cure the condition within a reasonable period of time after requested by the Association, but shall not authorize entry into a Unit or Limited Common Element without permission of the Owner.

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

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

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

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

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

Section 16 **Amendments**

16.1 Vote Required to Amend Declaration.

(a) Except where a higher vote is required for action under a particular provision of these Bylaws or the Declaration or by the Act (in which case such higher vote requirement must be satisfied), the Declaration may be amended by the affirmative vote, written consent, or any

combination of affirmative vote and written consent, of the Owners holding at least 2/3 of the Total Association Vote.

(b) Notwithstanding Section 16.1(a), during the Declarant Development Control Period, an amendment to this Declaration requires the affirmative vote, written consent, or any combination of affirmative vote and written consent of the Owners holding at least 2/3 of the Total Association Vote, exclusive of any vote or votes appurtenant to any Unit then owned by the Declarant, plus the written consent of the Declarant.

16.2 Amendments That Do Not Require a Vote. Notwithstanding Section 16.1, no affirmative vote of the Owners is required for the following types of amendments:

(a) by the Association to assign or reassign Common Elements pursuant to Section 3.7;

(b) by the Declarant and/or the Association as a result of condemnation or substantial damage and destruction as provided in this Declaration and in the Act;

(c) by the Declarant to relinquish its right to appoint and remove officers and directors of the Association;

(d) by the Declarant to unilaterally annex Additional Property to the Condominium;

(e) by the Declarant and/or the Association to conform any Condominium Instrument to the Units or Common Elements as actually constructed; and

(f) as otherwise required or permitted by the Condominium Instruments, the Act or Georgia law, which shall include amendments to the Declaration to:

(i) Comply with any applicable state, city, county or federal law; or

(ii) Bring the Condominium into compliance with applicable rules, regulations and/or requirements of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the U.S. Department of Housing and Urban Development and/or the U.S. Department of Veterans Affairs.

16.3 Material Amendments Requiring Approval by Mortgagees.

(a) Material amendments to this Declaration are subject to approval by Eligible Mortgage Holders who represent at least a Majority of the votes of Units that are subject to Mortgages held by Eligible Mortgage Holders. Notwithstanding the above, the approval of any proposed amendment by an Eligible Mortgage Holder shall be deemed implied and consented to if the Eligible Mortgage Holder fails to submit a response to any written proposal for an amendment within the time frame set forth in Section 13.5.

(b) For purposes of this Section 16.3, material amendments are those which establish, provide for, govern or regulate any of the following:

- (i) Voting;
- (ii) Increases in assessments that raise the previously assessed amount by more than 25% percent, the operation of assessment liens or the priority of assessment liens
- (iii) Reductions in reserves for maintenance, repair and replacement of Common Elements;
- (iv) Responsibility for material maintenance and repairs;
- (v) Reallocation of interests in the Common Elements or rights to their use;
- (vi) Redefinition of Unit boundaries;
- (vii) Convertibility of Units into Common Elements or vice versa;
- (viii) Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium not otherwise permitted hereunder;
- (ix) Hazard or fidelity insurance requirements;
- (x) Imposition of any restrictions on the leasing of Units;
- (xi) Imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;
- (xii) A decision to establish self-management by the Association where professional management has been required by the Condominium Instruments;
- (xiii) Restoration or repair of the Condominium (after damage or partial condemnation) in a manner other than that specified in the Condominium Instruments; or
- (xiv) Any provisions that expressly benefit Mortgage holders, insurers or guarantors of first Mortgages on Units in the Condominium.

16.4 Recording Amendments. No amendment shall be effective until filed for record in the office of the Clerk of Superior Court of DeKalb County, Georgia.

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

Section 17 **General Provisions**

17.1 Enforcement. Each Owner and every Occupant of a Unit shall comply strictly with the Condominium Instruments, as they may be lawfully amended or modified from time to time, and with the covenants, conditions and restrictions set forth in the deed to his or her Unit, if any. The Board may impose fines or other sanctions, which shall be collected as provided herein for the collection of assessments. Failure to comply with the Condominium Instruments shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board, on behalf of the Association, or, in a proper case, by an aggrieved Owner. Failure by the Association or any Owner to enforce any of the foregoing against any Owner shall in no event be deemed a waiver of the right to do so thereafter against that Owner or any other Owner failing to comply in a similar manner. The Board shall have the right to record in the appropriate land records a notice of violation of the Condominium Instruments and to assess the cost of recording and removing such notice against the Owner who is responsible (or whose Occupants are responsible) for violating the foregoing.

17.2 Duration; Termination.

(a) The covenants and restrictions of this Declaration shall run with and bind the Condominium, and shall inure to the benefit of and shall be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors and assigns, perpetually to the extent permitted by law.

(b) Any election to terminate the Condominium regime shall require the approval of Owners of Units to which at least 4/5 or more of the Total Association Vote, all Mortgagees of such Units, and the Declarant during the Declarant Development Control Period.

17.3 Security. The Declarant and the Association may, but shall not be obligated to, maintain or support certain activities within the Condominium designed to make the Condominium and the Units safer than they otherwise might be. HOWEVER, THE ASSOCIATION, THE DECLARANT, ITS PARTNERS AND AFFILIATES, ANY SUCCESSOR DECLARANT, AND THE OFFICERS, DIRECTORS, COMMITTEES, MEMBERS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS OF THE FOREGOING, SHALL NOT IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE CONDOMINIUM, NOR SHALL ANY OF THE FOREGOING BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR OF INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. NO REPRESENTATION OR WARRANTY IS MADE THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM CANNOT BE COMPROMISED OR CIRCUMVENTED, NOR THAT ANY SUCH SYSTEMS OR SECURITY MEASURES UNDERTAKEN WILL IN ALL

CASES PREVENT LOSS OR PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER ACKNOWLEDGES, UNDERSTANDS AND COVENANTS TO INFORM ITS TENANTS THAT THE ASSOCIATION, THE DECLARANT, ITS PARTNERS AND AFFILIATES, ANY SUCCESSOR DECLARANT, AND THE OFFICERS, DIRECTORS, COMMITTEES, MEMBERS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS OF THE FOREGOING, ARE NOT INSURERS AND THAT EACH PERSON USING THE CONDOMINIUM ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO PROPERTY, TO UNITS, AND TO THE CONTENTS OF UNITS AND THE STRUCTURES THEREON RESULTING FROM ACTS OF THIRD PARTIES. THE RESPONSIBILITY FOR SECURITY LIES SOLELY WITH THE OWNER OF A UNIT IN THE CONDOMINIUM.

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

17.5 Right of Action.

(a) All Owners hereby acknowledge and agree that the Association shall not be entitled to institute any legal action against anyone on behalf of any or all of the Owners which is based on any alleged defect in any Unit or the Common Elements, or any damage allegedly sustained by any Owner by reason thereof, but rather, that all such actions shall be instituted by the Persons owning such Units or served by such Common Elements or allegedly sustaining such damage. Notwithstanding the above, once the Declarant no longer has the right to appoint and remove directors and officers of the Association, as set forth herein,, the Board may negotiate the resolution of any alleged defects in the Common Elements and Area of Common Responsibility on behalf of the Owners and shall have the right and authority to settle and release on behalf of any and all of the Owners claims, causes of action, damages and suits involving the same. Any such settlement and release shall bind all Owners and their successors and assigns.

(b) No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by at least 75% of the Total Association Vote and, during the Declarant Development Control Period, by Declarant. This Section shall not apply, however, to:

(i) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens);

(ii) the imposition and collection of assessments as provided in Section 5;

- (iii) proceedings involving challenges to ad valorem taxation;
- (iv) counterclaims brought by the Association in proceedings instituted against it; or
- (v) actions brought by the Association against any contractor, vendor, or supplier of goods or services arising out of a contract for goods or services to which the Association is a party.

(c) This Section shall not be amended unless such amendment is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

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

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

17.8 Notice of Sale.

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

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

17.9 Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

17.10 Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any Person or to any property shall be prohibited or held invalid, such

prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Declaration are declared to be severable.

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

17.12 Financial Statements. Financial statements for the Association shall be compiled annually in the manner as the Board may decide. After having received the Board's financial statements at the annual meeting, the Owners, by a Majority of the Total Association Vote, may require that the financial statements of the Association be audited as a Common Expense by a certified public accountant. Upon written request of any institutional holder of a first Mortgage and upon payment of all costs associated therewith, such holder shall be entitled to receive a copy of the audited financial statements of the Association within 90 days of the date of the request.

17.13 Agreements. All agreements and determinations, including settlement agreements regarding litigation involving the Association, lawfully authorized by the Board shall be binding upon all Owners, their heirs, legal representatives, successors, assigns and others having an interest in the Community or the privilege of possession and enjoyment of any part of the Community. During the Declarant Development Control Period, all such agreements and determinations are subject to the approval of the Declarant.

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

Section 18 **Declarant's Rights and Obligations**

18.1 Declarant's Easement. During the Declarant Development Control Period, Declarant and its affiliates, contractors, representatives, agents, assigns and employees shall have the following easement rights ("Declarant's Easement"), in addition to easement rights set out elsewhere in this Declaration:

- (a) an easement on, over, through, under and across the Condominium for the construction, installation, maintenance and use of signs, sales offices, business offices, construction trailers, promotional facilities and model units on the Condominium, together with such other facilities as in the opinion of Declarant may be reasonably required, convenient or incidental to the completion, renovation, improvement, development or sale of the Condominium and/or any Units therein; and

- (b) a transferable easement on, over, through, under and across the Common Elements and/or any Units for the purpose of making improvements on the Condominium or any portion thereof, for the purpose of installing, replacing, repairing and maintaining all utilities serving the Condominium, and for the purpose of doing all things reasonably necessary and proper in connection therewith.

18.2 Control of Association. The Declarant shall have the right to appoint and remove all officers and directors of the Association during the Declarant Association Control Period.

18.3 Construction and Sales Activity.

(a) Notwithstanding any provisions contained in this Declaration to the contrary, during the Declarant Development Control Period, it shall be expressly permissible for Declarant and its affiliates, contractors, agents, employees, assigns and representatives to maintain and carry on, upon such portion of the Condominium as Declarant may deem necessary, such facilities and activities as in the Declarant's sole opinion may be reasonably required, convenient or incidental to the construction, repair (if any) and sale of the Units, including, but without limitation, business offices, signs, model units, construction trailers and sales offices. This shall include, without limitation, the following:

- (i) the right of entry into Units when necessary, and except in an emergency situation, only during reasonable hours after reasonable notice to the Owner or Occupant of the Unit;

- (ii) the right to use the parking facilities in the Condominium for its purposes;

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

- (iv) the right to use Units or offices owned or leased by Declarant as model Units and/or sales offices;

- (v) the right to tie into any portion of the Condominium with streets, driveways, parking areas and walkways;

- (vi) the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), install, lay, 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;

- (vii) the right to make improvements and changes to all or part of the Common Elements and the Units owned by Declarant or its affiliates (other than changes to the location of Unit boundaries unless expressly permitted herein), including, without limitation, renovation and installation of changes to utility systems and facilities, rearrangement and installation of security

and refuse facilities, extension of the drives and utility lines and pipes located on the Condominium and renovations and alterations of common mail facilities, if any; and

(viii) the right to carry on sales and promotional activities in the Condominium.

(b) Rights exercised pursuant to this Section 18.3 shall be exercised with a minimum of interference to the quiet enjoyment of the affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense.

18.4 Voluntary Termination of the Declarant Development Control Period.

Declarant may voluntarily terminate the Declarant Development Control Period by executing and recording, in the Office of the Clerk of the Superior Court of DeKalb County, Georgia, a written declaration of intent to terminate such right, which shall become effective as specified in such written declaration.

18.5 Contracts Executed During Declarant Development Control Period.

All contracts or leases executed by or on behalf of the Association during the Declarant Association Control Period shall contain a termination clause permitting the Association to terminate the contract or lease at any time, without cause and without penalty, upon not more than 90 days' prior written notice.

18.6 Successor Declarant. No successor to Declarant by operation of law or through purchase of Declarant's interest in the Condominium, or any part thereof, at foreclosure shall be liable for any act, omission or matter occurring prior to the time such successor succeeded to the interest of Declarant.

Section 19
Expansion of the Condominium

(a) Declarant reserves the right and option to expand the Condominium during the Expansion Period by adding to the Condominium and submitting to this Declaration all or any part of the Additional Property on one or more occasions. Except for zoning and other governmental requirements, there are no limitations as to the location of improvements on the Additional Property.

(b) The Additional Property may be added as a whole at one time, or portions may be added at different times, or all or portions may not be added at all. There are no limitations fixing the boundaries of any portion of the Additional Property that may be submitted to the Declaration, and there are no limitations regulating the order in which portions of the Additional Property may be submitted to this Declaration. However, there is no obligation or guarantee to expand the Condominium at all, or to submit any of the Additional Property to this Declaration, or to develop and/or construct the Additional Property or any portion thereof in any manner similar to the then existing Condominium.

(c) The maximum number of Units that may be created on the Additional Property and added to the Condominium is 24. The maximum number of Units per acre that may be created on the Additional Property and added to the Condominium is 18.

(d) No assurances are made that any improvements will be made on all or any of the Additional Property which may be submitted to this Declaration. The Additional Property shall be subject to the use restrictions set forth herein when it is added to the Condominium. No assurances are made that the Units which may be built on all or any portion of the Additional Property will be identical or similar to the Units described herein or each other. All improvements to be located on a portion of the Additional Property which is being submitted to the Condominium shall be substantially complete prior to its submission to the Condominium.

(e) The Declarant shall have the right to assign Limited Common Elements on the Additional Property in accordance with the provisions hereof. The undivided interests in the Common Elements are allocated equally among the Units and, upon the expansion of the Condominium the Common Elements located in the Additional Property may be reallocated accordingly.

(f) Any expansion under this Section shall be effected by Declarant's executing and recording the amendments to this Declaration and the Plat required by the Act at Declarant's sole expense. The Units thereby created and added shall be owned by Declarant, but the Common Elements, if any, shall be owned by all of the Owners in proportion to their undivided interests in such Common Elements.

Section 20
Preparer

This Declaration was prepared by Rachel E. Conrad and David N. Dorough, Jr., Dorough & Dorough, LLC, 160 Clairemont Avenue, Suite 650, Decatur, Georgia 30030.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned duly authorized officer of Declarant has executed this Declaration as of December 18, 2014.

Signed, sealed and delivered
in the presence of:

[Signature]
Witness

Jennifer Boudak
Notary Public

My Commission Expires: 3/10/15

DECLARANT:

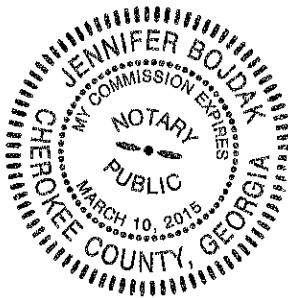
JW HOMES, LLC, a Delaware limited liability
company

By: [Signature]

Print Name: Joel S. Reed

Title: Senior Vice President

[NOTARIAL SEAL]



CONSENT OF LIEN HOLDER

WELLS FARGO BANK, NATIONAL ASSOCIATION (“Lender”), as holder of that certain Deed to Secure Debt With Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated June 24, 2014, recorded on June 27, 2014, at Deed Book 24444, Page 376, *et seq.*, DeKalb County, Georgia land records; (hereinafter referred to as “Security Deed”), encumbering the property described in Exhibit “A”, hereby consents to the Declaration and agrees that any foreclosure of the security title and interest under the Security Deed or any other instrument that Lender holds shall be subject to the Declaration and any amendments thereto with respect to the property described in Exhibit “A”.

This _____ of _____, 20__.

IN WITNESS WHEREOF, Lender has signed and sealed this instrument, the day and year first above written.

LENDER: WELLS FARGO BANK, NATIONAL ASSOCIATION

Witness

Witness

By: _____(SEAL)

Name: _____

Title: _____

STATE OF _____)

COUNTY OF _____)

On _____, before me, _____,
Insert Name and Title of the Officer (e.g., "Jane Doe, Notary Public")
personally appeared _____,

_____, who proved to me on the basis of satisfactory evidence to be the persons whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

EXHIBIT “A”

Description of Submitted Property

[metes and bounds legal description of Phase 1 to be attached prior to recording]

EXHIBIT “B”

ADDITIONAL PROPERTY

All that tract or parcel of land lying and being in Land Lot 239 of the 18th District, City of Brookhaven, DeKalb County, Georgia, being more particularly described as follows:

[insert metes and bounds legal description]

EXHIBIT “C”

BYLAWS

OF

THE ALDREDGE CONDOMINIUM ASSOCIATION, INC.

BYLAWS
OF
THE ALDREDGE CONDOMINIUM ASSOCIATION, INC.

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BYLAWS
OF
THE ALDREDGE CONDOMINIUM ASSOCIATION, INC.

Section 1
Name and Location

1.1 Name. The name of the association is The Aldredge Condominium Association, Inc., a Georgia nonprofit membership corporation (hereinafter referred to as the “Association”).

1.2 Location. The principal office of the Association shall be located in the State of Georgia at such place as shall be designated from time to time by the Board of Directors. Meetings of members and directors may be held at such places within the State of Georgia as may be designated from time to time by the Board of Directors.

Section 2
Definitions

The terms used in these Bylaws, unless otherwise specified, shall have the meanings specified in the Declaration of Condominium for The Aldredge Condominium recorded in the Office of the Clerk of the Superior Court of DeKalb County, Georgia (hereinafter called the “Declaration”) or the meaning given in Section 44-3-71 of the Georgia Condominium Act (the “Act”) or the Georgia Nonprofit Corporation Code, O.C.G.A. Section 14-3-101, *et seq.* (the “Nonprofit Code”). Statutory references shall be construed as meaning the referenced statute or portion thereof as the same may exist from time to time.

Section 3
Membership and Voting Rights

3.1 Membership. A Unit Owner shall automatically become a member of the Association upon taking title to the Unit and shall remain a member for the entire period of ownership. If title to a Unit is held by more than one Person, the membership shall be shared in the same proportion as the title, but there shall be only one membership per Unit. Membership does not include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate an Owner’s membership. Membership shall be appurtenant to an Owner’s Unit and shall be transferred automatically by conveyance of that Unit. Membership may be transferred only in connection with the transfer of title to the Unit.

3.2 Voting Rights.

(a) General. The Association shall have one class of voting membership which shall consist of all Owners. Owners shall be entitled to exercise voting rights as provided in the Act, the Declaration, the Articles of Incorporation and as prescribed herein. The number of votes allocated to each Unit is as set forth in the Declaration.

(b) Entity Members. In the event an Owner is a corporation, limited liability company, 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, manager of a limited liability company or representative of such other legal entity, shall be eligible to represent such entity or entities in the affairs of the Association. The person entitled to cast the vote for such Unit shall be designated by a certificate signed by the record Owner of such Unit and filed with the Secretary of the Association. Each such certificate shall be valid until revoked, superseded by a subsequent certificate or a change occurs in the ownership of such Unit. However, such person's relationship with the Association shall terminate automatically upon the termination of such person's relationship with the entity or entities which are the Owner, and termination of the person's relationship with the Association will create a vacancy in any elected or appointed position within the Association in which such person may have been serving and such vacancy will be filled in accordance with these Bylaws.

(c) Ownership by more than one Person. When a Unit is owned by more than one natural person, they may, without being required to do so, designate the person entitled to cast the vote for such Unit as provided above. In the event they do not designate such a person, the following provisions shall apply:

(i) If only one Owner is present at a meeting, the Owner present shall be counted for purposes of a quorum and may cast the vote for the Unit without establishing the concurrence of any absent person.

(ii) If more than one of such Owners, whether or not all of them, are present at a meeting and concur, any one of the Owners may cast the vote for the Owners.

(iii) If more than one of such Owners, whether or not all of them, are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.

(d) Voting Procedures. The votes of the Owners shall be cast under such rules and procedures as may be prescribed in the Declaration or in these Bylaws or by law.

3.3 Suspension of Voting Rights. During any period in which an Owner shall be in default in payment of any assessment, the voting rights applicable to such Unit may be suspended by the Board of Directors until such assessment has been paid. Voting rights may also be suspended by the Board of Directors for the period of any violation of any provision of the Condominium Instruments or Association rules.

Section 4

Meetings of Owners

4.1 Annual Meetings. The first annual meeting of the members shall be called by the President upon request of the Declarant and shall be held within 12 months following the incorporation of the Association. Annual meetings shall be set by the Board so as to occur no later than 60 days after the close of the Association's fiscal year or at such other date and time as the Board of Directors may decide in its sole discretion. At the annual meeting, comprehensive reports of the affairs, finances, and budget projections of the Association shall be made to the members in attendance.

4.2 Special Meetings. Special meetings of the members may be called at any time by the President of the Association, the Board of Directors, or upon written request of at least 25% of the Owners. Only business within the purpose or purposes described in the meeting notice may be conducted at a special meeting.

4.3 Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or other person authorized to call the meeting at least 21 days in advance of any annual or regularly scheduled meeting, and at least 7 days in advance of any other meeting, including special meetings, and shall state the time, place and purpose of such meeting. Such notice shall be delivered personally or sent by United States mail, postage prepaid, statutory overnight delivery, or issued electronically in accordance with Chapter 12 of Title 10 of the Official Code of Georgia Annotated, the "Uniform Electronic Transactions Act," to all Owners of record at such address or addresses as any of them may have designated, or, if no other address has been so designated, at the address of their respective Units.

4.4 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 or by electronic transmission signed by the member entitled to the notice and delivered to the Association for inclusion in the minutes or filing with the Association's records, waive notice of any meeting of the members, either before or after such meeting. Attendance at a meeting by a member, whether in person, by representative, or represented by proxy, shall be deemed waiver by such member of notice of the time, date, and place thereof unless such member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a 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.

4.5 Membership List. After the record date for any meeting is established by the Board of Directors, the Secretary shall prepare an alphabetical list of the names and addresses of all of the members who are entitled to notice of the meeting. Beginning at least two business days after notice is given of the meeting for which the list was prepared, the list of members shall be available for inspection: (1) on a reasonably accessible electronic network, provided that the information required to gain access to such list is included with the notice of the meeting or upon request; or (2) for any member or a member's agent or attorney, during ordinary business hours at the Association's principal office or at a reasonable place identified in the meeting notice in the city where the meeting will be held. In the event that the Association makes the list available on

an electronic network, the Association may take reasonable steps to ensure that such information is available only to members of the Association. In addition, the list shall be available for inspection at the meeting or any adjournment thereof.

4.6 Quorum. The presence at the meeting of members and/or proxies entitled to cast at least 1/3 of the Total Association Vote shall constitute a quorum for any action except as otherwise expressly provided in the Act or in the Declaration. Once a quorum is established for a meeting, it shall conclusively be presumed to exist until the meeting is adjourned and shall not need to be reestablished. If, however, such quorum shall not be present or represented at any meeting, the members and/or proxies entitled to cast a majority of the votes thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented; provided however, if a new record date for the adjourned meeting must be established under the Nonprofit Code, notice of the adjourned meeting must be given to the members of record as of the new record date. Owners whose voting rights have been suspended pursuant to the Declaration or these Bylaws shall not be counted toward the quorum requirement.

4.7 Proxies.

(a) Except as otherwise provided herein, any member entitled to vote may do so by written proxy duly executed by the member setting forth the meeting at which the proxy is valid. To be valid, a proxy must be signed either personally or by an electronic transmission, dated, and filed with the Secretary prior to the opening of the meeting for which it is to be used. An electronic transmission must contain or be accompanied by information from which it can be determined that the member, the member's agent, or the member's attorney-in-fact authorized the electronic transmission. Proxies may be delivered to the Board by personal delivery, U.S. mail or electronic transmission to the Secretary or other officer or agent authorized to tabulate votes.

(b) Every proxy shall be revocable and shall automatically cease upon:

(i) receipt of notice by the Secretary of the death or judicially declared incompetence of a member;

(ii) receipt by the Secretary or other officer or agent authorized to tabulate votes of written revocation signed by the member;

(iii) receipt by the Secretary or other officer or agent authorized to tabulate votes of a subsequent appointment form signed by the member;

(iv) attendance by the member and voting in person at any meeting;

(v) conveyance by an Owner of the Unit to which the vote to be cast by proxy appertains, in which case the Owner shall be deemed to have revoked such proxy; or

(vi) the expiration of 11 months from the date of the proxy appointment form.

(c) A proxy holder may not appoint a substitute proxy holder unless expressly authorized to do so in the proxy. Members whose voting rights have been suspended hereunder may not act as proxy for any other member. Each proxy shall be effective only for the meeting specified therein and any adjournment thereof.

4.8 Order of Business. The order of business at all annual meetings of the members shall, unless otherwise determined by the Board of Directors, be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of Board of Directors.
- (f) Reports of committees, if any.
- (g) Election of Directors.
- (h) Unfinished business.
- (i) New business.

4.9 Decisions of Owners. Unless otherwise expressly provided in the Act, the Declaration or these Bylaws, a majority of the votes cast on any particular issue shall be necessary to adopt decisions at any meeting of the members. During the Declarant Association Control Period, no decision or resolution duly adopted by the members shall be effective or valid until the Declarant's written approval or consent shall have been obtained.

4.10 Conduct of Meetings. The President shall preside over all meetings of the members and the Secretary shall keep the minutes of the meetings and record in a minute book all resolutions duly adopted as well as a record of all transactions occurring at such meetings. Unless otherwise provided by the Board, the latest edition of Robert's Rules of Order shall govern the conduct of all meetings of the members when not in conflict with the Act, the Declaration or these Bylaws.

4.11 Action in Lieu of Meeting.

(a) 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 consent form or a ballot in writing or by electronic transmission to every member entitled to vote on the matter.

(b) Action by Written Ballot. A ballot in writing or by electronic transmission shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by ballot in writing or by electronic transmission shall be valid only when the vote cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the approval vote equals or exceeds the amount of the vote that would be required to approve the matter at a meeting at which the total vote cast was the same as the amount of vote cast by ballot.

All solicitations for votes by ballot in writing or by electronic transmission 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 Association in order to be counted. A ballot in writing or by electronic transmission may not be revoked. The Association shall maintain such ballots in its file for at least three (3) years.

(c) Action by Written Consent. Approval by consent in writing or by electronic transmission shall be valid only when the vote represented by consent in writing or by electronic transmission equals or exceeds the requisite majority of the voting power for such action. Executed consents in writing or by electronic transmission shall be included in the minutes or filed with the Association's records. No consent in writing or by electronic transmission signed pursuant to the Nonprofit Code shall be valid unless: (1) the consenting member has been furnished the same material that, pursuant to the Nonprofit Code, would have been required to be sent to members in a notice of a meeting at which the proposed action would have been submitted to the members for action; or (2) the written consent contains an express waiver of the right to receive the material otherwise required to be furnished. The record date for such action shall be the date that the first member signs a consent. Such action shall be approved when the Secretary receives a sufficient number of consents dated within 70 days of the record date for such action. If an action of the members is approved by consent in writing or by electronic transmission hereunder, the Board shall issue written notice of such approval to all members who did not sign written consents. Membership approval shall be effective 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.

4.12 Record Date. The Board of Directors shall fix in advance a record date for a determination of members entitled to notice of and to vote at any meeting of members or any adjournment thereof, or to make a determination of members for any other purpose, such date to be not more than 70 days before the date on which the particular action requiring such determination of members is to be taken.

Section 5

Board of Directors

5.1 Directors Appointed by Declarant. The Declarant shall have the right to appoint and remove any member or members of the Board of Directors and any officer of the

Association as provided in the Declaration. The directors and officers appointed by the Declarant need not be Owners in the Condominium.

5.2 Number and Qualifications. During the Declarant Association Control Period, the Board shall consist of one to three directors as determined by Declarant in writing from time to time. Following expiration or earlier termination of the Declarant Association Control Period, the Board shall be composed of three persons. With the exception of those persons appointed as directors by the Declarant, each such person shall be a member of the Association or the representative of a member.

5.3 Election and Term of Office. Prior to the termination or earlier expiration of the Declarant Association Control Period, the Declarant shall give at least 7 days' written notice to each member of a special meeting of the members, to be held not more than 90 days prior to the date of such termination, to elect a new board of directors. At such meeting the Owners shall elect three directors as follows: the initial term of one director shall be one year, the initial term of one director shall be two years and the initial term of one director shall be three years. Upon the expiration of the initial term of office of each director elected by the members as provided above, successors shall be elected at annual meetings thereafter (or pursuant to Section 4.11 hereof) to serve a term of two years, and all subsequent terms shall be for two years. Persons receiving the largest number of votes at any election of directors shall be elected whether or not such number constitutes a majority of the votes cast. Cumulative voting shall not be permitted. Each director shall hold office for the term to which he is elected or appointed and until his successor shall have been elected or appointed and qualified or until his earlier resignation, removal from office or death.

5.4 Removals; Vacancies. Following expiration or earlier termination of the Declarant Association Control Period, any director may be removed from the Board with or without cause, by the Owners entitled to cast a Majority of the Total Association Vote. In the event of death or resignation of a director, a successor shall be selected by the remaining members of the Board. In the event of removal of a director, a successor shall be elected by the Owners. Any successor elected shall serve for the unexpired term.

5.5 Annual Organization Meeting. A meeting of the Board of Directors shall be held within 10 days following each annual meeting, at such time and place as shall be fixed by the newly elected directors at such annual meeting, and no notice shall be necessary in order legally to constitute such meeting.

5.6 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by the Board of Directors. Notice of the time and place of regular meetings shall be given to every director by mail, in person, by telephone, or by facsimile transmission at least three days prior to the date of such meeting.

5.7 Special Meetings. Special meetings of the Board of Directors may be called by the President on two days' notice to every director given by mail, in person, by telephone, or by facsimile transmission, and stating the time, place and purpose of the meeting. Special meetings

shall be called by the President or Secretary in like manner and on like notice on the written request of directors entitled to cast at least two votes at such meetings.

5.8 Waiver of Notice; Action Without Meeting.

(a) Waiver of Notice. Any director may, at any time, in writing or by electronic transmission signed by the director entitled to the notice and delivered to the Association for inclusion in the minutes or filing with the Association's records, waive notice of any Board meeting, and such waiver shall be deemed equivalent to the giving of such notice. Neither the business to be transacted at, nor the purpose of, any meeting of the Board of Directors need be specified in any written waiver of notice. Attendance by a director at any Board meeting shall also constitute a waiver of notice by such director of the time and place of such meeting unless the director at the beginning of the meeting (or promptly upon his or her arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote or assent to action taken at the meeting.

(b) Action Without a Meeting. If all directors are present at any Board meeting, no notice shall be required and any business may be transacted at such 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 or by electronic transmission to such action. Such consent(s) in writing or by electronic transmission must describe the action taken, be signed by no fewer than a majority of the directors, and be delivered to the Association for inclusion in the minutes for filing with the Association's records reflecting the action taken. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

5.9 Voting; Quorum of the Board; Adjournment of Meetings. At all meetings of the Board of Directors, each director shall be entitled to cast one vote. The presence in person of directors representing at least 2/3 of the votes of the Board of Directors shall be a quorum at any Board of Directors meeting and a majority of the votes present and voting shall bind the Board of Directors and the Association as to any matter within the powers and duties of the Board of Directors. 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. Directors may not participate in meetings by proxy.

5.10 Powers and Duties. The Board of Directors shall have the powers and duties necessary for administration of the affairs of the Association and may do all such acts and things except as by law or the Declaration may not be delegated to the Board of Directors by the Owners. In exercising its powers and duties, the Board of Directors shall take as its standard the maintenance of the general character of the Condominium as a residential condominium in the quality of its maintenance, use and occupancy. Such powers and duties of the Board of Directors shall be exercised in accordance with and subject to all provisions of the Georgia Condominium Act, the Declaration and these Bylaws and shall include without limitation powers and duties to:

- (a) Operate, care for, maintain, repair and replace the Common Elements and employ personnel necessary or desirable therefor;
- (b) Determine Common Expenses of the Association;
- (c) Collect assessments from the Owners;
- (d) Adopt and amend rules and regulations covering the details of the operation and use of the Condominium;
- (e) Open bank accounts on behalf of the Association and designate the signatories required therefor;
- (f) Manage, control and otherwise deal with the Common Elements, including power to shut-off common services and other interruptions of the normal functioning of the buildings to facilitate performance of any maintenance or repair work or the making of additions, alterations or improvements by the Association or the Owners pursuant to provisions of the Declaration (The Board of Directors shall use reasonable efforts to minimize disruption to the use of Units by Owners and Occupants.);
- (g) Purchase, lease or otherwise acquire Units offered for sale or lease or surrendered by an Owner to the Association;
- (h) Own, sell, lease, encumber, and otherwise deal in, but not vote with respect to, Units owned by the Association;
- (i) Obtain and maintain insurance for the Condominium pursuant to the provisions of the Declaration and the Act;
- (j) Make additions and improvements to and alterations of the Common Elements;
- (k) Make repairs to and restoration of the Condominium after damage or destruction by fire or other casualty, or as a result of condemnation;
- (l) Enforce by any legal or equitable remedies available all obligations of the Owners to the Association. Such enforcement power shall include, without limitation, the power to levy and collect fines against Owners for default in the performance of said obligations in such amounts as from time to time the Board of Directors may deem proper in the circumstances, counting each day a violation continues after notice from the Board of Directors as a separate violation;
- (m) Appoint accountants for the Association;
- (n) Employ a manager or managing agent for the Association;

- (o) Conduct litigation on behalf of the Association;
- (p) Make contracts in connection with the exercise of any of the powers and duties of the Board of Directors;
- (q) Prepare and adopt an annual budget, in which there shall be established the contribution of each Owner to the Common Expenses;
- (r) Take such actions, perform such duties and exercise such rights as are described in Section 6.1 of the Declaration; and
- (s) Take all other actions the Board of Directors deems necessary or proper for the sound management of the Condominium and fulfillment of the terms and provisions of the Act and the Condominium Instruments.

The Board of Directors shall not be obligated to take any action or perform any duty requiring an expenditure of funds unless in its opinion it shall have sufficient available funds of the Association.

5.11 Fining Procedure. The Board shall not impose a fine (a late charge shall not constitute a fine) unless and until the following procedure is followed:

(a) Demand. Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying:

- (i) the alleged violation;
- (ii) the action required to abate the violation;

(iii) a time period, not less than 10 days, during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of a fine, if the violation is not continuing. The Board or its designee may demand immediate abatement in such circumstances which, in the Board's determination, pose a danger to safety or property.

(b) Notice. If the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board may, upon notice stating the nature of the violation, impose a fine within 12 months of such demand. Such fine(s) may be effective upon sending the notice outlined in this subsection (b) hereof. Such notice shall state a time period, not less than 10 days, during which the violator may request, in writing, a hearing regarding the proposed fine and violation. All rights to have the fine reconsidered are waived if a hearing is not requested within 10 days from the date of the notice. The violator may produce any statements, evidence, and witnesses at the hearing. If a hearing is requested within the requisite time provided above, it shall be held before the Board in executive session, and the violator shall be given a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing.

5.12. Compensation. No director shall receive any compensation from the Association for acting as such unless approved by a Majority of the Total Association Vote. However, any director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

5.13. Open Meetings. All meetings of the Board shall be open to all members, but members other than directors may not participate in any discussion or deliberation unless expressly so authorized by the Board.

5.14. Executive Session. The Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

5.15. Telephonic Participation. One or more directors may participate in and vote during any regular or special meeting of the Board by telephone conference call or similar communication equipment by means of which all directors participating in the meeting can hear each other at the same time, and those directors so participating shall be present at such meeting. Any such meeting at which a quorum participates shall constitute a regular meeting of the Board.

Section 6

Officers

6.1 Designation. The principal officers of the Association shall be the President, Secretary and Treasurer, all of whom shall be appointed by the Declarant for such time as provided in the Declaration. The Board of Directors may appoint Vice-Presidents, an Assistant Treasurer, an Assistant Secretary, and such other officers as in its judgment may be necessary. The President shall be a member of the Board of Directors; provided, however, this provision shall not apply to any President appointed by Declarant. Any other officers may be, but shall not be required to be, members of the Board of Directors.

6.2 Election of Officers. After the termination or earlier expiration the Declarant Association Control Period, the officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors. Any vacancy in an office shall be filled by the Board of Directors at a regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

6.3 Removal of Officers. Except for those officers appointed by Declarant, the Board of Directors may remove any officer, either with or without cause, and appoint a successor.

6.4 Multiple Offices. The offices of Vice-President, Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant hereto. This Section shall not apply to officers appointed by Declarant.

6.5 President. The President shall be the chief executive of the Association, shall preside at all meetings of the Owners and of the Board of Directors, and shall have all of the general powers and duties which are incident to the office of president of a corporation, including, but not limited to, the power to appoint committees from time to time as he may, in his sole discretion, deem appropriate to assist in the conduct of the affairs of the Association.

6.6 Vice President. The Vice President shall take the place of the President and perform those duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint another member of the Board of Directors to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall, from time to time, be imposed by the Board of Directors or by the President.

6.7 Secretary. The Secretary shall keep the minutes of all meetings of the Owners and of the Board of Directors and shall have charge of such books and papers as the Board of Directors may direct. The Secretary shall, in general, perform all the duties incident to the office of secretary of a corporation and such other duties as shall, from time to time, be imposed by the Board of Directors or by the President.

6.8 Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial statements; shall be responsible for the deposit of all monies and other valuable effects in the name of the Association, in such depositories as may from time to time be designated by the Board of Directors, and shall, in general, perform all the duties incident to the office of treasurer of a corporation and such other duties as shall, from time to time, be imposed by the Board of Directors or by the President.

6.9 Compensation. Unless otherwise expressly provided by the Board of Directors, no officer shall receive compensation from the Association for acting as such, but shall be entitled to reimbursement from the Association as a common expense for reasonable out-of-pocket disbursements made in the performance of official duties.

Section 7 **Miscellaneous**

7.1 Liability and Indemnification of Officers and Directors. To the extent allowed by the Nonprofit Code, the Association shall indemnify every officer and director against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such officer or director in connection with any action, suit, or other proceeding (including settlement of any such action, suit, or proceeding, if approved by the then Board of Directors) to which such officer or director is made a party by reason of being or having been an officer or director, whether or not such person is an officer or director at the time such expenses are incurred. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, or for injury or damage caused by any such officer or director in the performance of Association duties, except

for their own individual willful misfeasance or malfeasance. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, and the Association shall, to the extent allowed by the Nonprofit Code, 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, as a Common Expense, maintain adequate general liability insurance and, if reasonably obtainable, officers' and directors' liability insurance to fund this obligation.

7.2 Books and Records.

(a) Inspection by Members and Mortgagees. The Condominium Instruments, membership register, books of account and minutes of meetings of the members of the Board and of committees shall be made available for inspection and copying by any Owner or by his duly appointed representative and by holders, insurers or guarantors of any first Mortgage at any reasonable time and for a purpose reasonably related to his or her interest as a member or holder, insurer or guarantor of a first Mortgage at the office of the Association or at such other reasonable place as the Board shall prescribe.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to:

- (i) notice to be given to the custodian of the records;
- (ii) hours and days of the week when such an inspection may be made; and
- (iii) payment of the cost of reproducing copies of documents.

(c) Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extra copies of documents at the reasonable expense of the Association.

7.3 Conflicts. In the event of any conflict between the Declaration and these Bylaws, the Declaration shall control.

7.4 Fiscal Year. The fiscal year of the Association shall be the calendar year, unless otherwise designated by the Board of Directors.

7.5 Electronic Records, Signatures and Documents. To the extent permitted by Georgia law, the Declaration and these Bylaws, the Association and its members, officers, directors, Owners and Occupants may perform any obligation or exercise any right by use of any technological means providing sufficient security, reliability, identification and verifiability, which technological means have been approved by the Board of Directors in its sole discretion.

7.6 Amendment. These Bylaws may be amended in the same manner as provided in the Declaration.