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DECLARATION OF CONDOMINIUM

FOR

PARKSIDE AT MASON MILL, A MASTER CONDOMINIUM

THIS INSTRUMENT ESTABLISHES THE CONDOMINIUM FORM OF OWNERSHIP FOR THE PROPERTY DESCRIBED HEREIN PURSUANT TO THE GEORGIA CONDOMINIUM ACT, O.C.G.A. SECTION 44-3-70, *ET SEQ.* CONDOMINIUM PLAT RECORDED AT CONDOMINIUM PLAT BOOK 257, PAGE 9-12, DEKALB COUNTY, GEORGIA LAND RECORDS. CONDOMINIUM PLANS ARE NOT REQUIRED AS OF THE RECORDING OF THIS DECLARATION.

DECLARATION OF CONDOMINIUM

FOR

PARKSIDE AT MASON MILL, A MASTER CONDOMINIUM

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DECLARATION OF CONDOMINIUM

FOR

PARKSIDE AT MASON MILL, A MASTER CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM FOR PARKSIDE AT MASON MILL, A MASTER CONDOMINIUM (hereinafter sometimes called the "Master Declaration" or the "Declaration") is made by **PULTE HOME COMPANY, LLC**, a Michigan limited liability company (hereinafter called the "Declarant").

BACKGROUND

(a) Declarant is the fee simple owner of that certain tract or parcel of land lying and being in Land Lot 103 of the 18th District, DeKalb County, Georgia, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, hereinafter called the "Property"; and

(b) Declarant intends to develop the Property into a residential condominium containing Master Units which will be developed as townhome style condominiums, single family detached condominiums and stacked flat condominium buildings;

(c) Each Master Unit will be subject to a Subdeclaration which will establish a Subcondominium over all or a portion of such Master Unit within the Master Condominium;

(d) The Master Declaration is expected to contain at least four (4) Subcondominiums which shall cover one or more Master Units and generally be established to govern common types of Subunits. For example, the townhome style condominiums, regardless of whether they are located within the same Master Unit or more than one Master Unit, will be subject to the same Subdeclaration and be a part of the same Subcondominium and the single family detached style condominiums, regardless of whether they are located within the same Master Unit or more than one Master Unit, will be subject to the same Subdeclaration and be a part of the same Subcondominium;

(e) Each Master Unit will contain Subunits which will be subject to the provisions of this Declaration and any applicable Subdeclaration, and Subunit owners will be members of the Association and applicable Subassociation;

(f) The Master Units and Subunits are generally shown on the site plan for the Master Condominium attached as Exhibit "D" hereto and by this reference incorporated herein;

(g) Each townhome style condominium unit, single family detached condominium unit and residential unit located within a stacked flat condominium building shall be a Subunit as defined herein;

(h) certain improvements have been constructed on the Property as shown on the Plat (as such terms are herein defined);

(i) Declarant has duly incorporated Parkside at Mason Mill Master Condominium Association, Inc., as a nonprofit membership corporation under the laws of the State of Georgia;

(j) Declarant desires to submit the Property to the condominium form of ownership pursuant to the provisions of the Georgia Condominium Act, as the same is in effect on the date hereof (O.C.G.A. Section 44-3-70, *et seq.*), and the terms and conditions hereinafter set out; and

(k) Declarant hereby declares that the real property described in Exhibit "A" of this Master Declaration, including the improvements located thereon, is hereby submitted and made subject to the condominium form of ownership set forth in the Georgia Condominium Act, and is hereby subjected to the provisions of this Master Declaration. By virtue of the recording of this Master 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 Master 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 Master 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 Master 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 Master Declaration.

Article 1

Name

The name of the condominium is **PARKSIDE AT MASON MILL, A MASTER CONDOMINIUM** (hereinafter sometimes called the "Condominium")

Article 2

Definitions

The terms used in this Master Declaration, the Master Bylaws, and the Master Articles of Incorporation shall have their normal, generally accepted meanings or, if applicable, the meanings given in the Act (as defined below) or the Georgia Nonprofit Corporation Code (O.C.G.A. Section 14-3-101, *et seq.*). Unless the context otherwise requires, certain terms used in this Master Declaration, the Master Bylaws, and the Master Articles of Incorporation shall be defined as follows:

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

2.2 Additional Property means the property described on Exhibit "B," attached hereto and incorporated herein, which may be submitted to the Master Condominium as provided in Article 17 of this Declaration.

2.3 Amenity Area means the recreational amenity area serving the Master Condominium, which is anticipated to include a swimming pool and cabana, as more particularly shown on the Plat.

2.4 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 Master Association's responsibility.

2.5 Board or Board of Directors means the appointed or elected body responsible for the management and operation of the Association in accordance with the Master Bylaws and the Georgia Nonprofit Corporation Code, O.C.G.A. Section 14-1-101, *et seq.*

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

2.7 Common Expenses means the expenses incurred or anticipated to be incurred by or on behalf of the Master Association together with all funds assessed for the creation and maintenance of reserves in accordance with the provisions of this Master Declaration and as may otherwise be provided by the Act, including, but not limited to, those expenses incurred for maintaining, repairing, replacing, and operating the Common Elements, including the Limited Common Elements as provided herein.

2.8 Declarant shall mean and refer to **PULTE HOME COMPANY, LLC**, a Michigan limited liability company, and its successors-in-title and assigns; provided that, in an instrument of conveyance to or any other document involving any such successor-in-title or assign, such successor-in-title or assign is designated as "Declarant" hereunder by the grantor/maker of such conveyance or document, which grantor/maker shall be "Declarant" hereunder at the time of such conveyance or execution of such document; provided, further, upon such designation of such successor Declarant, such rights of the former Declarant in and to such status as "Declarant" hereunder shall cease.

Notwithstanding the foregoing, the termination or earlier surrender of Declarant's rights to appoint and remove officers of the Master Association pursuant to this Master Declaration and/or the Master Bylaws shall not terminate or alter the status of the above-referenced entity and its successors and assigns as the Declarant hereunder or divest the Declarant of other rights specifically reserved to the Declarant herein.

2.9 Development Period means the period of time during which the Declarant, or an affiliate, parent or subsidiary of Declarant, owns any portion of the Master Condominium or Additional Property, or has the right to expand the Master Condominium as provided in Article 17

hereof, or has any outstanding warranty obligations related to the Master Condominium. The Development Period shall not terminate except as provided herein. The Declarant may, but shall not be obligated to, unilaterally relinquish its rights under this Master Declaration and terminate the Development Period by recording a written instrument to that effect in the DeKalb County, Georgia land records.

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

2.11 Master Articles or Master Articles of Incorporation means the Articles of Incorporation of Parkside at Mason Mill Master Condominium Association, Inc., filed with the Secretary of State of Georgia, as may be amended from time to time.

2.12 Master Association means Parkside at Mason Mill Master Condominium Association, Inc., a Georgia nonprofit corporation, its successors and assigns.

2.13 Master Bylaws means the Bylaws of Parkside at Mason Mill Master Condominium Association, Inc., attached to this Master Declaration as Exhibit "E" and incorporated herein by this reference, as may be amended from time to time.

2.14 Master Condominium means all that property described in Exhibit "A" attached hereto and incorporated herein by this reference, which is submitted to the provisions of the Act by this Master Declaration, and any property described on Exhibit "B" which is later submitted to the provisions of the Act and this Master Declaration.

2.15 Master Condominium Instruments means this Master Declaration and all exhibits to this Master Declaration, including the Master Bylaws, the Master Articles, and the Plat(s), all as may be supplemented and/or amended from time to time.

2.16 Master Unit means that portion of the Master Condominium intended for separate ownership and use, as more particularly described herein and shall include the proportionate, undivided ownership interest in the Common Elements assigned to the Master Unit hereunder. The Master Units are generally shown on Exhibit "D" attached hereto and by this reference incorporated herein and on the Plat.

As provided herein and pursuant to Section 44-3-117 of the Act, after or contemporaneously with the recording of this Declaration, a Master Unit, or portion thereof, may be submitted to the Act as a Subcondominium by filing a Subdeclaration for such Master Unit. Pursuant to such Subdeclaration, a Subassociation shall operate the Master Unit governed by said Subdeclaration. Any such Subdeclaration shall be subordinate to this Master Declaration. Nothing herein shall be construed to create any obligation to submit a Master Unit to the condominium form of ownership separately and apart from this Master Declaration.

2.17 Mortgage shall refer to any mortgage, deed to secure debt, deed of trust, or other transfer or conveyance for the purpose of securing the performance of an obligation, including, but not limited to, a transfer or conveyance of fee title for such purpose. Notwithstanding anything herein to the contrary, with respect to any Mortgage which encumbers all or any portion of a Master Unit, the term "Mortgage" as used herein shall not be construed to include any mortgage deed to secure debt or similar instrument that solely encumbers a Subunit.

2.18 Mortgagee means the holder of any Mortgage.

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

2.20 Owner means the record title owner of a particular Master Unit and the term "Owners" shall refer collectively to the owners of all Master Units. Any Subassociation created pursuant to a Subdeclaration to govern the Subcondominium established within one or more Master Units as provided herein and pursuant to Section 44-3-117 of the Act, shall, for purposes of this Master Declaration, be declared the "Owner" with respect to such Master Unit(s) only, and thereafter the term "Owner" as used herein with respect to said Master Unit(s) shall refer to the Subassociation formed to operate such Subcondominium on behalf of the individual Subunit owners. Any Subassociation shall represent and be responsible for acting on behalf of the Subunit owners within such Subcondominium as provided herein and in the Act. The term "Owner" as used herein shall under no circumstances refer to the record title owner of a Subunit located within a Subcondominium which has been separately established in a Master Unit and shall not include a Mortgagee.

2.21 Permittce means any Occupant and any officer, agent, employee, licensee, customer, vendor, supplier, guest, invitee or contractor of such Occupant or of an Owner, as the case may be.

2.22 Person means any individual, individual acting in a fiduciary capacity, corporation, limited partnership, limited liability company, general partnership, joint stock company, joint venture, association, company or other organization, recognized as a separate legal entity under Georgia law.

2.23 Plans means the Plat for the Master Condominium. As provided in Section 4.2 hereof, there are no horizontal boundaries for the Master Units and as such the Plat shall also constitute the Plans for the Master Condominium.

2.24 Plat means the plat(s) of survey or condominium plat(s) of the Master Condominium filed pursuant to the Act with the Clerk of Superior Court of DeKalb County, Georgia, as may be supplemented and/or amended from time to time.

2.25 Subassociation means the mandatory membership corporation created to represent and authorized to act on behalf of all Subunit owners in a Subcondominium established on one or

more Master Unit(s) in accordance with this Master Declaration, Section 44-3-117 of the Act and an applicable Subdeclaration.

Unless otherwise required by Georgia law, each such Subassociation shall have concurrent jurisdiction with the Master Association over the Master Unit(s), or portion thereof, which is subject to the Subcondominium for which the Subassociation was established, and shall represent and be responsible for acting on behalf of the Subunit owners within such Subcondominium in discharging all of the rights and obligations of the Master Unit Owner hereunder and under Georgia law.

2.26 Subcondominium means a separate condominium established by the submission of a Master Unit or a portion of a Master Unit to the Act pursuant to Section 44-3-117 of the Act.

2.27 Subunit means that portion of Subcondominium intended for individual ownership and use, as may be more particularly described herein and in the separately filed and recorded Subdeclaration for such Subcondominium.

2.28 Subdeclaration means any declaration of condominium recorded in the DeKalb County, Georgia land records, other than this Master Declaration, which establishes all or any portion of a Master Unit or more than one (1) Master Unit as a Subcondominium pursuant to Section 44-3-117 of the Act. The Master Association may delegate all or any portion of its authority and/or obligations hereunder with respect to such Master Unit to the applicable Subassociation by and through such Subdeclaration. No Subdeclaration shall be recorded or amended during the Development Period without the prior review and written approval of Declarant, or, if after the Development Period, the Board of Directors. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant or the Board of Directors, as the case may be, and recorded in the DeKalb County, Georgia land records.

2.29 Voting Delegate means the representative selected by the Owner of a Master Unit to be responsible for casting all votes attributable to such Master Unit on all Master Association matters requiring a vote of the members, except those matters, if any, which the Master Declaration, Master Bylaws, Master Articles of Incorporation or Georgia law, specifically require that the votes be cast by the Owners.

Unless otherwise specified by the Owner, where a Subcondominium has been established over a Master Unit or portion thereof, the Voting Delegate for such Master Unit shall be the president of the Subassociation established to have authority over such Subcondominium, and the alternate Voting Delegate shall be the treasurer and secretary in that order. Until such time as a subcondominium has been established for a Master Unit, the Voting Delegate for such Master Unit shall be the Owner thereof.

Article 3

Location, Property Description, Plat and Plans

3.1 Location and Property Description. The Master Condominium subject to this Master Declaration and the Act is located in Land Lot 103 of the 18th District, DeKalb County, Georgia, and consists of such property as is more particularly described in Exhibit "A" attached to this Master Declaration and incorporated herein by this reference, which is submitted to the provisions of the Act by this Master Declaration, and any property described on Exhibit "B" which is later submitted to the provisions of the Act and this Master Declaration as herein provided.

3.2 Plats. The Plat relating to the Master Condominium will be filed in the DeKalb County, Georgia land records in accordance with the Act. The Plat is incorporated herein by this reference as fully as if the same were set forth in its entirety herein. The Declarant has the right to file additional Plats describing Master Units and may revise and re-record the Plat as hereinafter provided. During the Development Period, Declarant reserves the right, but shall have no obligation, to make improvements and changes to all or part of the Common Elements and to the Master Units owned by Declarant or its affiliates (other than changes to the location of Master Unit boundaries unless expressly permitted herein), including, without limitation, the addition and realignment of parking spaces, construction and repair to the Amenity Area, 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 Master Condominium, renovations and alteration of common mail facilities, and renovation, rearrangement and installation of fountains, decorative features, or signage.

Article 4

Master Units and Boundaries; Common Elements; Limited Common Elements

4.1 Master Units. The Master Condominium is initially divided into three (3) Master Units, and appurtenant Limited Common Elements and Common Elements, and, if all of the Additional Property is developed and added to the Master Condominium, the Master Condominium at completion is anticipated to contain one or more additional Master Units.

4.2 Master Unit Boundaries. The Master Units are depicted, and shall have the identifying number assigned, on the Plats and shall have the following boundaries:

(a) General.

(i) Horizontal Boundaries. The Master Units shall have no horizontal boundaries.

(ii) Vertical Boundaries. The perimetrical or vertical boundaries of the Master Units shall be the boundaries of the Master Units that are shown and depicted on the Plat with all the land and structures located within a Master Unit's boundaries constituting part of such Master Unit unless otherwise provided in this Declaration.

(b) Additional Information to Interpret Master Unit Boundaries. Except as may be otherwise provided for herein, the Master Unit boundaries shall include any and all attachments to, protrusions from and appurtenances attached to and exclusively serving such Master Unit. Each Master Unit shall also include any chutes, chases, flues, ducts, conduits, wires, bearing walls, bearing columns, or any other apparatus, which serve the Master Unit exclusively. If any chutes, flues, ducts, conduits, wires, bearing walls, bearing columns, or any other apparatus, lies partially within and partially outside of the designated boundaries of a Master Unit, any portions thereof serving only that Master Unit shall be deemed a part of that Master Unit, and any portions thereof serving more than one (1) Master Unit or any portion of the Common Elements, except as specifically provided herein, shall be deemed a part of the Common Elements.

(c) Interest in Common Elements. The ownership of each Master Unit shall include, and there shall pass with each Master Unit as appurtenances thereto whether or not separately described in the conveyance thereof, an appurtenant right, title and interest in the Common Elements attributable to such Master Unit, together with membership in the Master Association and an undivided interest in the funds and assets held by the Master Association.

4.3 Subdivision, Combination and Partition of Master Units; Relocation of Master Unit Boundaries.

(a) Subdivision of Master Unit Boundaries. Notwithstanding anything herein to the contrary, except with the express written consent of Declarant, no Master Unit may be subdivided for the purpose of creating two (2) or more Master Units therefrom. Declarant shall have the right to subdivide Master Units owned by Declarant or its affiliates without the approval of the Board of Directors, and upon request therefor, the Board of Directors shall cause the Association to execute the required amendment to the Declaration. In the event of a subdivision of Master Units into two (2) or more Master Units, an amendment to the Master Declaration shall be adopted and become effective in accordance with the Act, shall assign identifying numbers to the Master Units created by the subdivision or the Master Unit and shall allocate among the newly created Master Unit on a reasonable basis acceptable to the Board, all of the undivided interests in the Common Elements, votes in the Master Association and liabilities for Common Expenses pertaining to the subdivided Master Unit immediately prior the subdivision.

(b) Combination of Master Units. In the event more than one (1) Master Unit is made subject to the same Subdeclaration and governed by the same Subassociation, the undivided interest in the Common Elements and liabilities for Common Expenses assigned to such Master Units as set forth on Exhibit "C" hereto, shall be declared combined on the date on which the legal instrument that subjects such Master Units to the same Subcondominium and Subdeclaration is recorded in the DeKalb County, Georgia land records. Furthermore, the Subassociation created for the Subcondominium containing more than one Master Unit shall be treated as one Owner for all purposes herein and the votes attributable to Master Units submitted to the same Subdeclaration shall be cast by the same Voting Delegate.

(c) Partition of Master Units. No Owner shall have any right of partition of a Master Unit.

(d) Relocation of Master Unit Boundaries. In accordance with the provisions of the Act (Section 44-3-91) and with the written consent of the Declarant during the Development Period and, thereafter, with the written consent of the Board of Directors, the boundaries between adjoining Master Units may be relocated from time to time; provided, in the event that such application is made by an Owner, Declarant or the Board, as the case may be, may withhold consent for such relocation of boundaries for any reason.

(e) Declarant Consent Required. Declarant and the Board, as the case may be, have the right and authority to approve or disapprove any application for the relocation of boundaries and/or subdivision of a Master Unit hereunder; provided, however, during the Development Period, the Board cannot deny any application made by the Declarant. The relocation of boundaries and/or subdivision of Master Units other than as provided in this Section is prohibited.

Article 5 Common Elements

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

- (i) utilities;
- (ii) fences;
- (iii) paved areas;
- (iv) streets, sidewalks, parking areas and lighting for the same;
- (v) landscaping, streetscapes and entry features;
- (vi) the Amenity Area;
- (vii) walking trails;
- (viii) stormwater drainage facilities and storm water detention/retention ponds;

and

- (ix) open space and buffer areas.

(b) Ownership of Common Elements.

(i) Pursuant to Section 44-3-78 of the Act, each Master Unit is allocated an undivided interest in the Common Elements as set forth on Exhibit "C". Such undivided interest

in the Common Elements may be altered only with the consent of all Owners and Mortgagees or such lesser number as may be prescribed by the Act and expressed in a duly recorded amendment to this Master Declaration, except as may otherwise be specifically provided herein, including, without limitation, in the case of expansion of the Master Condominium as provided in Article 17 hereof.

(ii) The Common Elements shall remain undivided, and no Owner or any other Person shall bring any action for partition or division of the whole or any part thereof except as provided in the Act.

(iii) Except for Limited Common Elements or as otherwise provided herein, each Owner, Occupant, the Master Association and Subunit owners may use the Common Elements for the purposes for which they are intended, but no such use shall enter or encroach upon the lawful rights of the other Owners, Occupants or Subunit owners.

Article 6 Limited Common Elements

6.1 General. The Limited Common Elements located on the Master Condominium and the Master Units(s) to which they are assigned are as follows:

(a) any utility meter that serves one (1) or more, but less than all Master Units is assigned as a Limited Common Element to the Master Unit(s) so served;

(b) the portion of the Common Elements on which there is located any portion of any chute, chase, flue, duct, conduit, wire, pipe or any other apparatus exclusively serving one (1) or more Master Units, but less than all Master Unit(s), is assigned as a Limited Common Element to the Master Unit(s) so served;

(c) any portion of any chute, chase, flue, duct, conduit, wire, pipe or any other apparatus which serves more than one (1) Master Unit, but less than all Master Units, is assigned as a Limited Common Element to the Master Units so served;

(d) any mailbox or mailbox area serving one (1) or more Master Units, but less than all Master Units, is assigned as a Limited Common Element to the Master Unit(s) so served; and

(e) any Common Element parking area(s) assigned to one (1) or more Master Unit(s) is a Limited Common Element of the Master Unit(s) to which it is assigned. Parking areas may be initially assigned or reassigned as Limited Common Elements by amendment to this Declaration as provided hereinbelow.

6.2 Assignment and Reassignment. The Board, without need for a membership vote, is hereby authorized to reassign Limited Common Elements and assign Common Elements not previously assigned as Limited Common Elements, provided that such assignment or reassignment

is made in accordance with the provisions of Sections 44-3-82(b) and (c) of the Act, as modified and supplemented herein.

(a) Assignment of Common Elements as Limited Common Elements. A Common Element not previously assigned as a Limited Common Element may be so assigned by the Board, without the need for a membership vote, upon written application to the Board by the Owner or Owners requesting the exclusive use of such Common Element. During the Development Period, the written consent of the Declarant shall be required prior to any such assignment.

(b) Reassignment of Limited Common Elements. A Limited Common Element may be reassigned by the Board, without need for a membership vote, upon written application to the Board by the Owner(s) of the Unit(s) to which the Limited Common Element appertains and the Owner(s) of the Unit(s) to which the Limited Common Element is to be reassigned. During the Development Period, the written consent of the Declarant shall be required prior to any such reassignment.

(c) Board Approval and Declarant Consent Required. The Board has the right and authority to approve or disapprove any application to assign Common Elements and reassign Limited Common Elements; provided, however, during the Development Period, the Board cannot deny any application made by the Declarant. Upon Board approval of the application, an amendment to the Declaration assigning the Common Element as a Limited Common Element or reassigning the Limited Common Element, as the case may be, shall be prepared and executed on behalf of the Association, without need for a membership vote, which amendment shall be executed by the Owner or Owners making such application. Such amendment shall be delivered and become effective as provided in 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.

(d) Relocation by Declarant. Notwithstanding anything herein to the contrary, during the Development Period, Declarant may, without need for a membership vote or for the consent of any Owner affected thereby, relocate and/or reconfigure all or any Limited Common Elements within the Master Condominium; provided, however, no such relocation or reconfiguration shall materially adversely affect any Owner of a Master Unit to which such Limited Common Element was assigned without the consent of such Owner.

Article 7

Master Association Membership and Allocation of Votes

7.1 Allocation of Votes. All Owners, by virtue of their ownership of an interest in a Master Unit, are members of the Master Association and shall be entitled to vote on all matters upon which members of the Master Association are entitled to vote as provided in the Master Articles of Incorporation, Master Declaration and Master Bylaws. The Owner of a Master Unit shall be entitled to exercise, by and through its Voting Delegate, one (1) vote for each Master Unit owned, which vote shall be weighted in accordance with the percentage of undivided interest in the Common Elements appurtenant to the Master Unit, as shown on Exhibit "C" hereof.

(a) The membership rights of an Owner which is not a natural person may be exercised by a Voting Delegate or by an officer, director, partner or trustee, or by an individual designated from time to time by the Owner in a written instrument delivered to the secretary of the Master Association.

(b) The Board of Directors may suspend the voting rights of an Owner for any period during which any past due assessment against any Master Unit of the Owner remains unpaid; and, for a reasonable period of time for an infraction of the Master Declaration, Master Bylaws or rules and regulations.

7.2 Voting. Except for those instances where this Master Declaration, the Master Bylaws, the Act or Georgia law where an Owner is personally entitled to cast a vote, the vote attributable to each Master Unit shall be exercised by the Voting Delegate representing said Master Unit. The Voting Delegate may cast all such votes as he or she deems appropriate and no polling of any Subunit owners within such Master Unit shall be required. Cumulative voting and split voting shall be prohibited.

Once a Master Unit has been established as a Subcondominium, then for purposes of effecting ways and means of smooth and efficient communication between Declarant or the Master Association and the members of the Subassociation, Declarant and the Master Association shall be entitled to communicate and deal with the board of directors or Voting Delegate, as applicable, for the Subassociation in all matters affecting the Subunit owners within the Subcondominium established within such Master Unit.

7.3 Notice of Voting Delegates to Master Association. Immediately upon the election or appointment of any board member or officer of a Subassociation formed to govern the Subcondominium established within one or more Master Unit(s) in the Master Condominium, the Subassociation shall provide the Master Association with written notice of the name of the Voting Delegate entitled to notice of and to cast all votes attributable to such Master Unit(s).

Article 8

Master Association Rights and Restrictions

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

(a) in accordance with Section 44-3-105 of the Act, and as otherwise provided herein, to enter any portion of the Master Condominium for maintenance, emergency, security or safety purposes, or otherwise to discharge its powers or responsibilities hereunder, which right may be exercised by the Master Association's Board, officers, agents, employees or managers. Except in an emergency situation, entry into dwellings located on Master Units shall be only during reasonable hours and after reasonable notice to the Master Unit Owner, Subunit owner or Occupant, as the case may be. Notwithstanding the foregoing, no one exercising the rights granted in this subsection shall be liable for trespass, damages or in any other manner by virtue of

exercising such rights. The failure to exercise the rights granted herein or to exercise said rights in a timely manner shall not create liability for any of the above-referenced parties, it being deemed and agreed that the Master Association, acting through its Board of Directors, shall have no duty or obligation to enter a Master Unit or Subunit;

(b) to make and to enforce reasonable rules and regulations governing the use of the Master Condominium, including the Master Units, Subunits, Limited Common Elements and Common Elements. Any rules and regulations adopted by the Master Association shall not be discriminatory and shall apply consistently to similarly situated Subunits, Subunit owners, Subassociations and Master Units in the Master Condominium;

(c) to enforce use restrictions and other provisions of the Master Condominium Instruments, and rules and regulations of the Master Association by the imposition of reasonable monetary fines and suspension of use and voting privileges as provided in Section 44-3-76 of the Act, as amended. These powers, however, shall not be construed as limiting any other legal means of enforcing the Master Condominium Instruments, use restrictions or rules and regulations of the Master Association. Any fines imposed in accordance with Section 44-3-76 of the Act shall be an assessment against the Master Unit and may be collected in the manner provided for collection of other assessments;

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

(e) to control, manage, operate, maintain, improve and replace all portions of the Common Elements, including the Limited Common Elements, including, without limitation, by installing, operating and maintaining parking control systems and/or implementing and operating parking control procedures within the parking areas of the Master Condominium;

(f) to deal with the Master 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 Master Declaration;

(g) to represent the Owners in dealing with governmental entities with respect to the Area of Common Responsibility; which shall include, without limitation, the Common Elements and Limited Common Elements;

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

(i) to close temporarily any portion of the Common Elements (except for the Limited Common Elements or any Common Elements which are reasonably necessary for access to or egress from a Master Unit, and any portion of the Common Elements over, on or upon which the Declarant has an easement) with thirty (30) days prior notice to all Owners for maintenance or similar purposes, except that in emergency situations requiring a temporary closing, prior notice

shall not be required so long as notice is given within three (3) days after the closing explaining the reason for the closing;

(j) to enter into joint agreements and contracts with Subassociations for the provision of services, including, without limitation, management and landscaping services; and

(k) upon written request from the board of directors of a Subassociation, suspend the right of a Subunit owner to use and enjoy the Amenity Area. Such suspension may result from nonpayment of assessments arising under the Subdeclaration or for any violation of the rules and regulations, use restrictions or architectural guidelines of the foregoing. Notwithstanding the foregoing, any suspension resulting from a violation of rules and regulations shall not exceed a period of sixty (60) days.

8.2 Limits on Rights of Association. The Master Association, acting through the Board, may not take any action which:

- (a) limits pedestrian access;
- (b) restricts medical, fire, police or other health, safety, service or emergency vehicles ingress to and egress from the Master Unit or Subunit, as the case may be;
- (c) denies the Owner, Occupants and Subunit owners ingress to and egress from the Master Unit or Subunit, as applicable; or
- (d) denies necessary parking of clearly and properly identified handicapped vehicles used by handicapped Subunit Owners or Occupants protected by the Fair Housing Amendments Act of 1988.

Article 9

Allocation of Liability for Common Expenses and Assessments

9.1 Allocation of Liability for Common Expenses.

(a) Except as otherwise provided herein, each Master Unit is hereby allocated liability for Common Expenses apportioned in accordance with the percentage of undivided interest in the Common Elements appurtenant to the Master Unit, as shown on Exhibit "C" hereof. The percentage of undivided interest in the Common Elements appurtenant to the Master Unit shall be determined by dividing the number of Subunits to be contained in such Master Unit by the total number of Subunits expected to be constructed in the Master Condominium as identified on Declarant's land plan for the Master Condominium. When one or more Master Units are added to the Master Condominium in accordance with Article 17 hereof, Exhibit "C" to this Master Declaration shall be amended accordingly and in accordance with the Act the consent of any Owner or Subunit owner shall not be required.

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

(c) Except for expenses incurred for maintenance, repair or replacement of items which are the Master Association's maintenance responsibility under the Master Condominium Instruments, any Common Expenses benefiting less than all of the Master Units or significantly disproportionately benefiting all Master Units may be specially assessed equitably among all of the Master Units which are benefited according to the benefit received; provided, however, that expenses incurred for the maintenance, repair or replacement of any Limited Common Element which is the Master Association's maintenance responsibility under the Master Condominium Instruments may be specially assessed against the Master Unit(s) to which the Limited Common Element is assigned.

(d) Any Common Expenses occasioned by the conduct of less than all of the Owners or by the Occupant(s), licensees, invitees or Subunit owners of any Master Unit(s) may be specially assessed against such Master Unit(s).

9.2 Purpose of Assessment. The Master Association shall have the power to levy assessments as provided herein and in the Act. The assessments for Common Expenses provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and Occupants of Master Units, including, without limitation, the maintenance of real and personal property, and the establishment and maintenance of a reasonable reserve fund for the replacement of improvements to the Common Elements and Limited Common Elements that the Master Association is obligated to maintain, all as may be more specifically authorized from time to time by the Board of Directors.

9.3 Creation of the Lien and Personal Obligation For Assessments.

(a) Each Owner of any Master Unit is deemed to covenant and agree to pay to the Master Association:

- (i) annual assessments or charges;
- (ii) special assessments; and
- (iii) specific assessments, all as established and collected as hereinafter provided.

(b) Each Subunit owner is deemed to covenant and agree to pay to the Master Association any specific assessments levied by the Master Association against such Subunit and the working capital contribution as provided in Section 9.14 hereof.

(c) All sums lawfully assessed by the Master Association against any Master Unit Owner or Master Unit, whether for the share of the Common Expenses pertaining to that Master Unit, for fines, or otherwise, including without limitation, late charges, interest, costs of collection, reasonable attorneys' fees actually incurred and all reasonable charges made to any Master Unit Owner or Master Unit for materials furnished or services rendered by the Master Association at the Owner's request to or on behalf of the Master Unit Owner, Master Unit or Subunit owners thereon, shall, from the time the same becomes due and payable, be the obligation of the Person who is the Master Unit Owner and constitute a lien in favor of the Master Association on the Master Unit.

(d) Any specific assessment or the working capital contribution levied by the Master Association against any Subunit owner, including without limitation, late charges, interest, costs of collection, reasonable attorneys' fees actually incurred and, if the Board so elects, the fair rental value of the Subunit, shall, from the time the same becomes due and payable, be the obligation of the owner of the Subunit and constitute a lien in favor of the Master Association on such Subunit.

(e) The recording of this Master 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. Not less than thirty (30) days after notice is sent by certified mail or statutory overnight delivery, return receipt requested, to the Master Unit Owner or Subunit owner, as applicable, both at the address of the Master Unit or Subunit and at any other address or addresses which the Master Unit Owner or Subunit owner may have designated to the Master Association in writing, the lien may be foreclosed by the Master Association by an action, judgment, and foreclosure in the same manner as other liens for the improvement of real property, subject to superior liens or encumbrances, but any such court order for judicial foreclosure shall not affect the rights of holders of superior liens or encumbrances to exercise any rights or powers afforded to them under their security instruments. The notice provided for in this Section 9.3 shall specify the amount of the assessments then due and payable together with authorized late charges and the rate of interest accruing thereon.

(f) Such amounts shall also be the obligation of the Person who was the Owner of such Master Unit or Subunit at the time when the assessment fell due. Each Owner and Subunit owner and their respective successors-in-title shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance.

(g) Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors. Unless otherwise provided by the Board, the annual assessment shall be paid in one annual installment.

(h) No Owner or Subunit owner may be exempted from liability for or otherwise withhold payment of assessments for any reason whatsoever, including, but not limited to:

(i) nonuse of the Common Elements, including non-use of the Amenity Area;

(ii) the Master Association's failure to perform its obligations required under this Master Declaration; or

(iii) inconvenience or discomfort arising from the Master Association's performance of its duties or abandonment of the Master Unit.

(i) The lien provided for herein shall have priority over other liens and instruments as provided in the Act and applicable law.

(j) The amount of all assessments, or any installment thereof, may be rounded up the nearest dollar and payable as such.

9.4 Computation of Operating Budget.

(a) The Board shall prepare a budget covering the estimated costs of operating the Master Condominium during the coming year, which shall include a capital contribution or reserve in accordance with a capital budget separately prepared. The total amount of assessments levied by the Master Association, or otherwise pursuant to the Master Declaration, shall be budgeted as a Common Expense of the Association. The Board shall cause the budget and the annual assessment to be levied against each Master Unit for the year (or portion thereof in the case of the initial budget) to be delivered to each Owner at least thirty (30) days prior to the due date for payment of the assessment (or the first installment thereof).

(b) As provided in 44-3-80 of the Act, a budget which provides for 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 twelve (12) month period may be disapproved by Voting Delegates holding a majority of the total Association vote.

(c) Notwithstanding the foregoing, if Voting Delegates disapprove the proposed budget or the Board fails for any reason to determine the budget for the succeeding year, then until a budget is determined as provided herein, the budget in effect for the current year shall continue for the succeeding year, except that any increase in the assessments levied by the Master Association, or otherwise pursuant to the Master Declaration, shall automatically go into effect.

(d) Except as provided herein, no vote of the Voting Delegates shall be required to approve the budget.

9.5 Annual Assessments. Annual assessments include any sums the Board determines necessary for the continued ownership, operation and maintenance of the Area of Common

Responsibility, operating expenses of the Master Association, payment for any items of betterment and the establishment of reserve funds as the Board shall deem proper. Annual assessments may include, without limitation, the following:

- (a) insurance premiums for the Area of Common Responsibility;
- (b) legal and accounting fees;
- (c) management and/or administrative fees;
- (d) charges for utilities and services provided to the Master Condominium or any portion thereof;
- (e) costs to operate and maintain the Amenity Area;
- (f) landscape maintenance, including landscaping along private streets and any public right-of-way to the extent the same is not maintained on an ongoing basis by a governmental entity or third party;
- (g) Costs to maintain open space areas and pocket parks;
- (h) costs to maintain private streets, walking trails, sidewalks and street medians and islands in the Master Condominium;
- (i) storm water detention/retention ponds and storm water drainage facilities serving the Master Condominium;
- (j) entry features serving the Master Condominium, including electricity and irrigation expenses associated therewith; and
- (k) expenses and liabilities incurred as provided herein and in the Master Articles of Incorporation and Master Bylaws, including without limitation, expenses and liabilities incurred for indemnification of officers and directors and in connection with the enforcement of rights and duties of the Master Association against Owners and others.

9.6 Special Assessments. The Board may, at any time, and in addition to any other rights it may have, levy a special assessment against all Owners, notice of which shall be sent to all Owners. Any special assessment which would cause the average total of special assessments levied in one fiscal year to exceed one-sixth (1/6) of the annual general assessment for any Master Unit, or such higher amount as may be authorized by the Act from time to time, shall be subject to approval by Voting Delegates holding a majority of the total eligible Master Association vote prior to becoming effective (except as provided in Section 9.1 and 9.7 hereof regarding the power to assess specifically pursuant to O.C.G.A. Section 44-3-80 and Section 11.3 hereof regarding repair or reconstruction of casualty damage to or destruction of all or part of the Master Condominium). Special assessments levied hereunder shall be allocated among all

Owners in the same manner as Common Expenses, which may include, without limitation, equitable allocation among some or all Master Units if and to the extent such special assessment is intended to cover Common Expenses for operation, maintenance, repair or replacement of a specific portion of the Master Condominium that would be allocated equitably among the Master Units in accordance with this Declaration rather than being allocated in accordance with Exhibit "C" hereto.

9.7 Specific Assessments.

(a) The Board shall have the power to levy specific assessments pursuant to this Section and Section 44-3-80(b) of the Act as, in its discretion, it shall deem appropriate. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Master Association or the Board and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future, including, without limitation, with respect to any 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 Master Declaration and/or the Master Bylaws;
- (ii) the costs of maintenance performed by the Master Association for which an Owner is responsible hereunder shall be specific assessments; and
- (iii) the working capital contribution provided for in Section 9.14 hereof.

(c) In addition to the foregoing, the Board of Directors may also specifically assess Master Units for Master Association expenses as follows:

- (i) Any Common Expenses benefiting less than all of the Master Units or significantly disproportionately benefiting all Master Units may be specially assessed equitably among all of the Master 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 or any portion of the Master Units, or by the Occupant(s), Subunit owners, Permittees, licensees or invitees of any such Master Unit(s), may be specifically assessed against such Master Unit(s).
- (iii) Any Common Expenses incurred for services or items provided to Owners or Subunit owners upon request therefor or which provide proportionate or uniform benefit to the Master Units may be specifically assessed equally among all of the Master Units which are benefited according to the benefit received.

(d) As provided in Section 14.2(a)(vii), the Master Association shall provide landscaping to the Master Condominium, including, without limitation, landscaping appurtenant to a Subunit,

if any. Costs associated with landscaping appurtenant to the Subunits in a Subcondominium shall be a specific assessment paid for by the applicable Subassociation as provided in Section 9.8 hereof.

9.8 Collection of Assessments by Subassociations.

(a) Except for the collection of specific assessments and the working capital contribution levied by the Master Association directly against a Subunit as provided in Sections 9.7 and 9.14 hereof and unless otherwise directed in writing by the Board of Directors, each Subassociation formed under a Subdeclaration to be a Subcondominium in a Master Unit shall collect all assessments levied by the Master Association against such Master Unit(s) from the members of such Subassociation and pay such assessments to the Master Association prior to the due date thereof. Unless otherwise directed by the Board of Directors, each Subassociation shall pay the annual assessment and any special assessment to the Association for such Master Unit in full within ten (10) days of the due date thereof.

(b) In the event that a member of a Subassociation fails to pay all or a portion of the assessments required under this Master Declaration or a Subdeclaration, including, without limitation, all or any portion of the annual assessment or any special assessment provided herein, the total amount of any annual and special assessment to be paid by such Master Unit shall nevertheless be due and payable in full by the Subassociation to the Master Association. All costs of collection incurred by the Subassociation to collect amounts due under this Master Declaration shall be borne by such Subassociation to the extent not collected from the defaulting Subunit owner in accordance with the terms and conditions set forth in a Subdeclaration.

9.9 Delinquent Assessments.

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

(b) If any installment of the annual assessment or any part thereof is not paid in full when due or if any other charge is not paid when due, a late charge equal to the greater of Ten and No/100 Dollars (\$10.00) or ten percent (10%) of the amount of each assessment or installment thereof not paid, or such higher amounts as may be authorized by the Act from time to time, may be imposed without further notice or warning to the delinquent Owner or Subunit owner, as applicable, and interest at the rate of ten percent (10%) per annum or such higher rate as may be permitted by the Act from time to time shall accrue on each assessment or installment thereof and any late charge pertaining thereto from the date the same was first due and payable, which amounts shall be included in the personal obligation of the Master Unit Owner or Subunit owner and the lien for assessments hereunder.

(c) If partial payment of assessments and related charges is made, the amount received may be applied in the following order, and no restrictive language on any check or draft shall be effective to change the order of application:

(i) first, to any unpaid late charges, interest charges, and specific assessments (including, but not limited to, fines) in the order of their coming due;

(ii) next, to costs of collection, including reasonable attorneys' fees actually incurred by the Master Association;

(iii) next, to any unpaid installments of the annual assessment or special assessments in the order of their coming due; and

(iv) next, if the Board of Directors so elects, to the fair rental value of the Subunit during the pendency of suit and prior to the satisfaction of any judgment which remains unpaid. The fair rental value of the Subunit, for purposes of this Article, shall be an amount established from time to time by the Board of Directors.

(d) If assessments, fines or other charges or any part thereof due from an Owner or Subunit owner are not paid when due, a notice of delinquency may be given to that Owner or Subunit owner stating that if the assessment, fine or charge remains delinquent for more than ten (10) days from the date of the notice of delinquency, the Board of Directors may accelerate and declare immediately due all of that Owner's unpaid assessments, fines or other charges, including, without limitation, installments of the annual assessment and of any special assessment, without any further notice being given to the delinquent Owner. Upon acceleration, that Owner shall lose the privilege of paying the annual assessment in installments for that fiscal year.

9.10 Remedies of the Association for Nonpayment of Assessments. If assessments, fines and other charges or any part thereof remain unpaid more than thirty (30) days after the assessment payments first become delinquent, the Master Association, acting through the Board, shall have the right to exercise the following remedies set forth herein:

(a) The Master Association may institute suit to collect all amounts due pursuant to the provisions of this Master Declaration, the Master Bylaws, the Act, and Georgia law;

(b) The Master Association may suspend an Owner's right to vote, directly or by and through a Voting Delegate, in all matters coming before the Master Association, in which the votes applicable to such Owner shall not count for purposes of establishing a quorum or taking any action which requires a vote of the Owners under the Act or the Master Condominium Instruments;

(c) The Master Association may suspend the right of an Owner, Subunit owner or any Occupant to use and enjoy the Common Elements, and in the event of a Subunit owner the right to use and enjoy the Amenity Area; subject to the limitations set forth in Section 8.2 hereof;

(d) The Master Association shall have the right, upon ten (10) days written notice to suspend any utilities and services to a Master Unit or any portion thereof, including a Subunit, paid for as a Common Expense, subject to the limitations set forth below:

(i) The suspension of water, gas, electricity, heat, air conditioning and other utility services to the Subunit shall be subject to the suspension standards and notice requirements imposed on the institutional providers providing such services to the Master Condominium;

(ii) Water, gas, electricity, heat, air conditioning and other utility services to a Subunit may be suspended only after a final judgment or final judgments in excess of a total of Seven Hundred Fifty and No/100 dollars (\$750.00) are obtained in favor of the Master Association from a court of competent jurisdiction.

(iii) A Master Unit 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 16-8-5.

(iv) The utility or services shall not be required to be restored until the judgment or judgments and any reasonable utility or service provider charges or other reasonable costs incurred in suspending and restoring such utility or service, as the case may be, are paid in full. All Master Association expenses for terminating and/or restoring any utility or service pursuant to this Section, including, without limitation, reasonable attorneys' fees actually incurred, shall be an assessment and a lien against the Master Unit and shall be collected as provided herein for the collection of assessments.

(v) The notice requirement of this Section shall be deemed complied with if the notice is sent by certified mail, return receipt requested, to the Master Unit Owner's address and to any other address the Owner of the Master Unit has designated in writing to the Master Association.

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

9.11 Capital Budget and Contribution.

(a) After the expiration of the Development Period, the Board may prepare an annual capital budget or evaluation which takes into account the number and nature of replaceable assets that the Master Association is obligated to maintain, the expected life of each asset, and the expected repair or replacement cost.

(b) The Board may set the required capital contribution, if any, in an amount sufficient to permit meeting the Master Association's projected capital needs both as to amount and timing by annual assessments over the period of the budget. Any required capital contribution shall be allocated among all Owners in accordance with each Owner's percentage liability for Common Expenses set forth on Exhibit "C" attached hereto and included within the budget and annual assessment as provided in Sections 9.4 and 9.5 hereof. However, if and to the extent that Common Expenses associated with the maintenance, repair or replacement of particular asset

items covered by the capital budget are allocated in a manner different than is set forth on Exhibit "C", the portion(s) of the capital contribution associated with such asset items may be allocated equitably among the Master Unit(s) in the same manner as such allocation of Common Expenses associated with the maintenance, repair and replacement of such asset item and specifically assessed among the Master Units accordingly.

(c) Notwithstanding any other provisions of the Master Condominium Instruments, during the Development Period, Declarant and the Board shall not be required to prepare a capital budget, set a capital contribution, or otherwise collect amounts for capital reserves.

(d) The Board shall at all times have the exclusive right to make expenditures from the Master Association capital reserve account to pay for emergency or unanticipated expenses incurred by the Master Association or to cure a financial shortfall resulting from inaccurate expense allocation. Such expenditures from the Master Association capital reserve account shall be made in the Board's sole discretion, and shall not require the approval of the Owners.

9.12 Statement of Account. Any Owner, mortgagee, or a Person having executed a contract for the purchase of a Subunit, or a lender considering a loan to be secured by a Subunit, shall be entitled, upon written request, to a statement from the Master Association or its managing agent setting forth the amount of assessments due and unpaid, including any late charges, interest, fines, or other charges against such Subunit or the Master Unit in which such Subunit is located. Such request shall be delivered to the registered office of the Master Association, and shall state an address to which the statement is to be delivered. The Master Association shall respond in writing within five (5) business days of receipt of the request for a statement. The Master Association may require the payment of a fee not to exceed Ten and No/100 Dollars (\$10.00), or such other higher amount as may be authorized by the Act, as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Master Association as to the amount of assessments due on the Subunit or Master Unit, as the case may be, as of the date specified therein.

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

9.14 Capitalization of Association.

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

Purchaser	Maximum Initiation Fee
Initial Subunit owner (the party purchasing from the Declarant)	An amount equal to up to 100% of the annual assessment being charged by the Master Association for the year in which the closing of the transfer or sale of the Subunit occurs, such amount to be determined by the Board.
Second and subsequent Subunit owners	An amount equal to up to 100% of the annual assessment being charged by the Master Association for the year in which the closing of the transfer or sale of the Subunit occurs, such amount to be determined by the Board.

(b) The initiation fee set forth in Section 9.14 (a) above shall constitute a specific assessment against the Subunit, and shall be in addition to, not in lieu of, any other assessments levied on the Subunit or payable by the Subunit owner 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 Subunit, or if not collected at closing, shall be paid immediately upon demand by the Master Association. The initiation fee shall be disbursed to the Master Association for any use which provides a direct benefit to the Master Condominium, including, without limitation, covering operating and other expenses (including reserves) incurred by the Master Association.

(c) No initiation fee under Section 9.14(a) shall be required from the holder of any first mortgage on a Subunit who becomes the owner of a Subunit 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 Subunit from the foreclosing mortgagee.

9.15 Declarant Liability for Assessments. Notwithstanding any other provision of this Declaration to the contrary and in accordance with Section 44-3-80(d)(2) of the Act, 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 Master Units it owns, pay to the Master 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 Master Unit and payable to the Master 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 Master 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.

Article 10
Insurance

10.1 Master Association Insurance.

(a) General. The Master Association shall obtain and maintain, at all times, as a Common Expense, insurance as required by Section 44-3-107 of the Act and insurance covering any insurable improvements located in the Area of Common Responsibility; provided, however, each Subassociation formed to administer one or more Master Units shall be responsible for obtaining and maintaining insurance covering all structures and improvements located within such Master Units that are not included in the Area of Common Responsibility in accordance with Section 44-3-107 of the Act, as amended, and the terms and conditions of the Subdeclaration governing the Subcondominium located in such Master Unit, as set forth in Section 10.8 hereof.

Notwithstanding the minimum coverage provided in Section 44-3-107 of the Act, the Master Association shall utilize commercially reasonable efforts to obtain, at a minimum, a property insurance policy for the full insurable replacement cost, less deductibles, of all structures and improvements located within the Area of Common Responsibility, which shall include, without limitation, the Amenity Area and other improvements located on the Common Elements.

(b) The Master Association shall also obtain comprehensive commercial general liability insurance policies to satisfy the requirements of Section 44-3-107 of the Act, in an amount not less than One Million and No/100 Dollars (\$1,000,000.00) for a single occurrence and Two Million and No/100 Dollars (\$2,000,000.00) aggregate, or such higher amounts as may be required by the Act from time to time.

(c) Such insurance shall be written in the name of the Master Association and shall run to the benefit of the Master Association, the Board of Directors, officers, all agents and employees of the Master Association, the Owners, and their respective Mortgagees, if any, and all other Persons entitled to occupy any Master Unit, and board of directors, officers, all agents and employees of any Subassociation, the owners of the Subunits and their respective mortgagees, and all other Persons entitled to occupy any Subunit, all as their interests may appear.

(d) In addition, the Board shall obtain as a Common Expense such other insurance as the Board of Directors may determine to be necessary from time to time.

(e) The Master Association's insurance policies may contain a reasonable deductible.

(f) The Board of Directors shall make available for review by Owners and Subunit owners a copy of the Master Association's insurance policy to allow Owners and Subunit owners

to assess their personal insurance needs and each Owner and Subunit owner shall have the right to obtain additional coverage at its own expense. At least every two (2) years the Board shall conduct an insurance review to verify that the policies in force are adequate to meet the Master Association's needs and to satisfy Section 44-3-107 of the Act, as amended. Such responsibility may be performed, and shall be deemed reasonably performed, by the Board requesting the Master Association's insurance agent to so verify.

(g) Insurance carried by the Master Association as a Common Expense shall not include public liability insurance for individual Owners or Subunit owners for liability arising within the Master Unit nor shall any such insurance cover structures, improvements or betterments with a Master Unit or Subunit except to the extent included in the Area of Common Responsibility.

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

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

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

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

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

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

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

10.4 Losses. Exclusive authority to adjust losses under policies obtained by the Master Association shall be vested in the Board. No Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

10.5 Contribution; Owner Policies. In no event shall the insurance coverage obtained and maintained by the Master Association hereunder be brought into contribution with insurance purchased by Owners or individual Subunit owners or their mortgagees. Each Owner shall notify the Board of all structural improvements made by the Owner or a Subunit owner to such Owner's

Master Unit. Any Owner or Subunit owner who obtains an individual insurance policy covering any portion of the Master Condominium, other than improvements and betterments made by such Owner or Subunit owner, at such Owner's or Subunit owner's expense shall, upon request therefor, file a copy of such individual policy or policies with the Board within thirty (30) days after the purchase of such insurance. Such Owner or Subunit owner shall also promptly notify the Board in writing in the event such policy is canceled.

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

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

(b) officers' and directors' liability insurance in such amounts as the Board may determine from time to time;

(c) fidelity bonds or employee dishonesty coverage, if required by a governmental agency and if not required, only if reasonably available at a reasonable cost, covering officers, directors, employees, and other persons who handle or are responsible for handling Association funds. Such bonds or dishonest coverage, 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 Master 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 governmental or quasi-governmental guidelines and shall contain waivers of any defense based upon the exclusion of persons serving without compensation. Notwithstanding the foregoing, fidelity coverage may be less than the foregoing based on the implementation of financial controls which take one or more of the following forms: (i) the Master 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 Master Association; (ii) 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 Master Association's reserve account; or (iii) two (2) members of the Board must sign any checks written on the reserve account; and

(d) such other insurance as the Board may determine to be necessary and/or desirable from time to time.

10.7 No Priority for Disbursement. Nothing contained herein gives any Owner, Subunit Owner or other party a priority over any rights of first Mortgagees as to distribution of insurance proceeds. Any insurance proceeds payable to the Owner of a Master Unit on which there is a mortgagee endorsement shall be disbursed jointly to such Owner or Subunit Owner, as the case may be, and the Mortgagee. This is a covenant for the benefit of any such Mortgagee and may be enforced by any such Mortgagee.

10.8 Owner's Insurance.

(a) General. By virtue of taking title to a Master Unit, each Owner acknowledges that the Master Association has no obligation to provide any insurance for any Master Unit or any improvements or betterments thereon or any personal property of the Owner, Occupants or Subunit owners, except as may otherwise be provided herein, and each Owner covenants and agrees with all other Owners and with the Master Association that each Owner shall be obligated to obtain and maintain at all times, to the extent not insured by policies maintained by the Master Association or a Subunit owner pursuant to a Subdeclaration, insurance covering those portions of the Master Unit and a general liability policy covering damage or injury occurring on or in a Master Unit in sufficient amounts, for occurrences commonly insured against arising out of or in connection with the use, ownership or maintenance of the Master Unit and such other portion(s) of the Master Condominium which the Owner has the right to use and/or the obligation to maintain. Any policy obtained by an Owner, including policies obtained by a Subassociation as outlined below, shall name the Master Association as an additional insured.

(b) Subassociation Insurance. In the event that a Master Unit is established as a Subcondominium as provided herein, the Subassociation shall obtain and maintain property insurance covering the structures and improvements located thereon and casualty insurance as required by Section 44-3-107 of the Act; provided, however, such insurance obtained and maintained by a Subassociation shall not include any structures or improvements located in the Area of Common Responsibility. Any policy obtained by a Subassociation shall contain a waiver of subrogation. Each Subassociation shall also provide a copy of such insurance policy to the Master Association. In the event a Subassociation fails to obtain insurance as required herein, the Master Association may purchase such insurance on behalf of the Subassociation and assess the costs thereof to such Subassociation, to be collected in the manner provided for the collection of assessments under Article 9 hereof.

10.9 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 (1) Master Unit or a Master 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 Master Unit shall not exceed Five Thousand and No/100 Dollars (\$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 Master Association pursuant to the Act. Notwithstanding this, if the insurance policy provides that the deductible will apply to each Master Unit separately or to each occurrence, each Owner shall be responsible for paying any deductible pertaining to such Owner's Master Unit. If any Owner fails to pay the deductible when required hereunder, then the Master Association may pay the deductible and assess the cost to the Owner and such Owner's Master Unit as a specific assessment pursuant to Section 9.7 hereof.

Article 11
Repair and Reconstruction

11.1 Duty to Repair.

(a) By the Association. In the event of damage to or destruction of all or any part of the Master Condominium as a result of fire or other casualty covered by insurance maintained by the Master Association, the Board of Directors shall arrange for and supervise the prompt repair and restoration of the structure and such other portions of the Master Condominium determined by the Board, to the extent that the same are covered or required to be covered by the Master Association's insurance, unless the Voting Delegate of any Master Unit to be repaired or restored by the Master Association hereunder together with Voting Delegates entitled to cast at least two-thirds (2/3) of the total vote of the Master Association vote not to proceed with the reconstruction or repair of the Common Elements. Any such repair and restoration shall commence within one (1) year from the date of the damage or destruction unless otherwise determined in the reasonable discretion of the Board. Notwithstanding the foregoing, each Master Unit Owner hereby appoints the Master 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 Article 11.

(b) By an Owner. In the event any portion of a Master Unit, or any structures or improvements thereon, is damaged or destroyed by reason of fire or other casualty, the Owner, shall, in good faith and with due diligence, settle the loss for proceeds not covered by the Master Association's policy and restore the damaged or destroyed portion. The Owners shall cooperate with each other, and shall exert reasonable efforts to cause their insurance companies to work together, with a view toward restoring damage that affects portions of the Master Unit with respect to which there is joint use by virtue of the easements granted by this Declaration. The insurance proceeds payable on account of damage or destruction shall first be applied toward the restoration obligations set forth herein, and the balance shall be disbursed as directed by the Owner sustaining the loss. In the event any Owner fails to restore any damaged property, structures or improvements within thirty (30) days after written notice from the Master Association, the Board shall be entitled to perform such restoration at the Owner's cost and such costs and expenses shall be a specific assessment against such Master Unit.

11.2 Cost Estimates. Promptly after a fire or other casualty causing damage to the Master Condominium for property insured or required to be insured by the Master Association, the Board of Directors shall obtain reliable and detailed estimates of the cost of repairing and restoring the Area of Common Responsibility to substantially the condition which existed before such casualty except as specifically provided herein, 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 of Directors determines to be necessary.

11.3 Source and Allocation of Proceeds. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair to the Area of Common Responsibility, 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 all Owners in accordance with each Owner's percentage liability for Common Expenses set forth on Exhibit "C" attached hereto. This assessment shall not be considered a special assessment. If there is a surplus of funds after repair and reconstruction is completed, such funds shall be common funds of the Master Association to be used as directed by the Board of Directors. Notwithstanding anything herein to the contrary, Declarant shall have no obligation to fund any deficit arising from insufficiency of insurance proceeds.

11.4 Plans and Specifications. Any reconstruction or repair shall be substantially in accordance with the plans and specifications under which the buildings and improvements in the Master Condominium were 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 of Directors. In performing its responsibilities hereunder, the Master Association shall have the authority to delegate to such Persons, firms or corporations of its choice such duties as are approved by the Board.

11.5 Encroachments. Encroachments upon or in favor of Master 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 Master Unit Owner upon whose property such encroachment exists, provided that such reconstruction was substantially in accordance with the architectural plans under which the buildings and improvements in the Master Condominium were originally constructed. Such encroachments shall be allowed to continue in existence for so long as the reconstructed building shall stand.

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

Article 12 Architectural Controls

12.1 Architectural Standards.

(a) Exterior Modifications. Except as provided herein, no Owner, Occupant or any other Person (including, without limitation, any Subassociation and Subunit owner) may make any encroachment onto the Common Elements or Limited Common Elements, or make any exterior change, alteration, or construction in or to a Master Unit or Common Elements (including,

without limitation, painting, landscaping, utility work, alteration or installation of alarms and/or alarm systems) nor erect, place or post any object, sign, furniture, equipment, light, storm door or window, artificial vegetation, exterior sculpture, fountain, flag, or thing on the exterior of the buildings, in any windows, on any Limited Common Elements, or any other Common Elements, without first making a complete application to and obtaining the written approval of the Architectural Control Committee (the "ARC"). The standard for approval of any such change, alteration, or construction shall include, but not be limited to, aesthetic consideration, materials to be used, harmony with the external design of the existing improvements in the Master Condominium and the location in relation to surrounding structures and topography.

(b) Interior Modifications. In addition to the foregoing, without first making a complete application to and obtaining the prior written approval of the ARC, no Owner, Occupant or any other Person (including, without limitation, any Subassociation or Subunit owner) may make or perform any construction, change, modification, addition, or alteration to or within a Master Unit that:

(i) involves connecting to or relocating any Common Element pipes, lines, conduits and/or other apparatus for access to common utilities whether located inside or outside of the Master Unit boundaries; or

(ii) places an excessive load on any structural or load bearing portions of any building or any portion of a Master Unit or the Common Elements.

Requests to modify the interior of a Subunit, if applicable, shall be approved in accordance with the plans and procedures set forth in the Subdeclaration governing such Subunit and no approval under this Master Declaration shall be required.

(c) Notwithstanding the above, any Owner or Subunit owner desiring to make or perform any construction, change, modification, addition, or alteration to or within any structures or improvements located on a Master Unit, regardless of whether such Owner or Subunit owner believes that such modifications will affect the Common Elements or structure or load bearing portions of any structures located on a Master Unit must submit a written application to the ARC in order for the ARC to determine whether the ARC's approval is required.

(d) Notwithstanding the foregoing, an Owner or Subunit owner shall not relocate or make any connection to any other Common Element pipe, line, conduit and/or other apparatus for access to common utilities if such connection will impair or have an adverse effect to other utilities or service of utilities to any other Master Unit or any portion of any other Master Unit.

(e) Rights Reserved for Declarant. The provisions of this Article shall not apply to activities of the Declarant and affiliates thereof. Furthermore, this Article may not be amended during the Development Period without the Declarant's written consent.

12.2 Applications and Architectural Guidelines.

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

(b) Architectural Guidelines. The ARC may publish written architectural guidelines for alterations or additions to Master Units, including, without limitation, the Subunits, and Common Elements, including, without limitation, the Limited Common Elements. Any request in substantial compliance therewith shall be approved and such requested change shall be in harmony with the external design of the existing Master Units and the location in relation to surrounding structures, topography and any applicable zoning or other governmental rules or regulations. The ARC may allow such encroachments on the Common Elements and Limited Common Elements as it deems acceptable. In the event that the ARC fails to approve or to disapprove such application within sixty (60) days after the application and all information the ARC may reasonably require has been submitted and any construction deposit required thereby paid in full, the application shall be deemed denied and the plans and specifications will need to be resubmitted in accordance with the procedure set forth herein.

12.3 Condition of Approval. As a condition of approval for a requested construction, change, modification, addition, or alteration, an Owner or Subunit owner, on behalf of such Owner or Subunit owner, as applicable, and such Owner's or Subunit owner's successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement and insurance of such change, modification, addition, or alteration. In addition, said Owner or Subunit owner, on behalf of such Owner or Subunit owner and such Owner's or Subunit owner's successors-in-interest, shall comply with the provisions of Section 12.3 hereof, as applicable. It shall be the responsibility of each Owner or Subunit owner, as applicable, to determine on such Owner's or Subunit owner's own behalf what modifications have been made to such Owner's Master Unit or such Subunit owner's Subunit by any predecessor-in-interest. In the discretion of the ARC, an Owner or Subunit owner may be made to verify such condition of approval by written instrument in recordable form acknowledged by such Owner or Subunit owner, respectively. The ARC may also establish such other conditions of approval as it may determine necessary or appropriate, including reasonable construction commencement and completion times. All construction, changes, modifications, additions, or alterations approved hereunder must be commenced within one hundred eighty (180) days from the date of approval. If such work is not commenced within such time period, then such approval shall be deemed revoked unless the ARC gives a written extension for commencing the work. All work approved hereunder shall be completed in its entirety within ninety (90) days from the date of commencement, unless otherwise agreed in writing by the ARC. All approved construction, changes, modifications, additions, or alterations must be completed in their entirety. An Owner or Subunit owner may not construct only a portion or part of an approved construction, change, modification, addition, or alteration.

12.4 Limitation of Liability. Review and approval of any application hereunder may be made on any basis, including solely the basis of aesthetic considerations only. The Board, the ARC, their respective members, the Master Association, the Declarant and its affiliates, and their respective officers, directors, employees and agents, shall not bear any responsibility for ensuring the design quality, structural integrity or soundness of approved construction or modifications, or for ensuring compliance with building codes, zoning regulations and other governmental requirements. The Board, the ARC, their respective members, the Master Association, the Declarant and its affiliates, and their respective officers, directors, employees and agents, shall not be held liable for any injury, damages or loss arising out of the manner or quality of approved construction on or modifications to any portion of the Common Elements or any Master Unit.

12.5 No Waiver of Future Approvals. Each Owner acknowledges that the Board and ARC members will change from time to time and that interpretation, application and enforcement of the architectural standards may vary accordingly. Each Owner further acknowledges that different architectural and other standards may be adopted and/or applied for different parts of the Master Condominium, based on street visibility, location of proposed modification in a building, or other criteria reasonably determined. Approval hereunder shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

12.6 Enforcement.

(a) Any construction, change, modification, addition, alteration, or other work done in violation of this Article shall be deemed to be nonconforming. Upon written request from the Board or Declarant, an Owner or Subunit owner, as applicable, shall, at its own cost and expense, remove such construction, alteration, or other work and shall restore the property to substantially the same condition as existed prior to the construction, alteration, or other work. Should an Owner or Subunit owner fail to do so, the Board or Declarant shall have the right to enter the property and do so. All costs thereof, including, without limitation, reasonable attorney's fees actually incurred, shall be chargeable to, and collectable from, such Owner or Subunit owner and/or shall be an assessment and lien against such Owner's Master Unit or Subunit, as applicable, collectable in the manner provided under Article 9 for the collection of assessments.

(b) Any contractor, subcontractor, agent, employee or other invitee of an Owner or Subunit owner who fails to comply with the terms and provisions of this Article and the design and development guidelines, if any, may be excluded by the Master Association from the Master Condominium, subject to any applicable notice and hearing procedures contained in the Master Bylaws.

(c) The Declarant, the Master Association and their respective officers, directors, members, employees and agents shall not be held liable to any Person for exercising the rights granted by this Section including claims for damages resulting from the removal of the nonconforming structure in accordance herewith.

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

(e) In addition to any other remedies available to the Declarant, in the event of noncompliance with this Article, the Declarant may record in the appropriate land records a notice of violation hereunder naming the violating Owner or Subunit owner, as applicable. In addition to the foregoing, the Declarant or the Master Association, as the case may be, shall have the authority and standing to pursue any and all remedies available at law and equity to enforce the provisions of this Article.

12.7 Variances. Notwithstanding anything to the contrary contained herein, the Declarant shall be authorized to grant individual variances from any of the provisions of this Master Declaration and the architectural guidelines, if any, if it determines that waiver of application or enforcement of the provision in a particular case is dictated by unique circumstances, such as, but not limited to, topography, natural obstructions, hardship, aesthetic considerations or environmental considerations and would not be inconsistent with the overall scheme of development for the Master Condominium.

No variance shall:

(a) be effective unless in writing;

(b) be inconsistent with the overall scheme of development for the Master Condominium;

or

(c) prevent the Declarant from denying a variance in other similar circumstances.

For purposes of this provision, the inability to obtain approval of any governmental agency or the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

12.8 Architectural Review Committee.

(a) The ARC shall have the sole right, power and authority under this Article. During the Development Period, the Declarant shall have the authority, in its sole discretion, to appoint and remove all members of the ARC. The ARC shall consist of one (1) to three (3) members, the exact number to be set from time to time by and in the sole discretion of the Declarant for so long as the Declarant retains the right to appoint and remove ARC members. There shall be no surrender of these rights prior to their expiration as provided above, except by written instrument

in recordable form executed by Declarant and recorded in the land records of the Office of the Clerk of Superior Court of DeKalb County.

(b) The ARC may in its sole discretion delegate certain authority of the ARC and/or relinquish architectural control as to certain types of improvements or modifications while retaining control over all other building and construction activity in the Master Condominium. For example and without limitation, the ARC may relinquish control over certain modifications of Subunits to a Subassociation, if any, while retaining all authority to review and approve other modifications to Master Units. The establishment of an advisory architectural review committee or any sub-committee of the ARC shall not be deemed to be a relinquishment by Declarant of any of its right, power and authority hereunder.

(c) Declarant, during the Development Period, and thereafter the Board of Directors may establish separate sub-committees of the ARC for each Master Unit and delegate some or all of the right, power and authority of the ARC to a Master Unit sub-committee.

(d) Upon expiration of the Development Period or permanent surrender in writing of such rights of Declarant, the ARC shall consist of three (3) members, who shall thereafter serve and may be removed in the Board's sole discretion.

Article 13 Use Restrictions

13.1 General. Each Owner and Occupant shall be responsible for ensuring that the Owner and Occupants (including all Subunit owners) in a Master Unit comply with all provisions of the Master Condominium Instruments and the Master Association's rules and regulations. Furthermore, each Owner and Occupant shall observe and promote the cooperative purposes for which the Master Association was established. In addition to any rights the Master Association may have against an Owner or Subunit owner, if an Owner's or Subunit owner's invitees, guests or Occupants violate the Master Condominium Instruments, the Master Association may take action under this Master Declaration against the Owner or Subunit owner, as the case may be, as if the Owner or Subunit owner committed the violation in conjunction with the Owner's or Subunit owner's family, guests, tenants or Occupants.

13.2 Rules and Regulations. The Board of Directors may, from time to time, with the consent of Declarant and without a vote of the members, promulgate, modify or delete rules and regulations applicable to the Master Condominium. Such rules and regulations shall be distributed to all Owners 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 by a majority of the total Association vote and the Declarant.

13.3 Residential Use of Master Units.

(a) All portions of each Master Unit shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from the Master Unit or any part thereof or

any Limited Common Element thereto, except that any Occupant residing in a Subunit located within a Master Unit may conduct ancillary business activities within the Master Unit so long as:

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

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

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

(iv) the business activity does not unreasonably increase traffic in the Master Condominium or the Subunit (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 Master Association, or otherwise negatively affect the Master Association's ability to obtain insurance coverage;

(vi) the business activity is consistent with the residential character of the Master Unit and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other Occupants of the Master Condominium, as determined in the Board's discretion; and

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

The Board shall have the sole discretion to determine what, if anything, is unreasonable about a particular business activity.

This subsection shall not apply to activities of the Master Association, Declarant or affiliates of Declarant or any on-site management company operating on the Master Association or any Subassociation.

13.4 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 the prior written consent of the ARC, except as specifically provided herein. There shall be no gardening or landscaping on the Common Elements without prior written ARC consent, except as specifically provided herein. The restrictions in this Section shall not apply to the Declarant or its affiliates during the Development Period.

13.5 Use of Limited Common Elements. Use of the Limited Common Elements is restricted exclusively to the Owner(s) of the Master Unit(s) to which such Limited Common Elements are assigned, and said Owner's guests, tenants and invitees and, if an Owner is a Subassociation, the Subunit owners and such Subunit owner's occupants, guests, tenants and invitees subject to such Subdeclaration. 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.

13.6 Prohibition of Damage, Nuisance and Noise.

(a) Without the prior written consent of the Board of Directors, nothing shall be done or kept on or upon the Master Condominium which would increase the cost of insurance maintained by the Master Association, which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body, or which would increase the Common Expenses. Noxious, destructive or offensive activities shall not be carried on or upon the Master Condominium.

(b) No Owner may use or allow the use of the Master Unit or any portion of the Master Condominium at any time, in any way or for any purpose which may endanger the health, unreasonably annoy or disturb or cause embarrassment, or discomfort to other Owners, or constitute, in the sole opinion of the Board of Directors, a nuisance.

(c) No damage to or waste of the Common Elements or of common services paid for as a Common Expense shall be permitted by any Owner. Each Owner shall indemnify and hold the Master Association and the other Owners harmless against all loss to the Master Association or other Owners resulting from any such damage or waste caused by such Owner, guests, invitees, or Occupants of the Master Unit.

(d) No property within the Master Condominium shall be used, in whole or in part, for the storage of any property or thing that will cause such Master Unit or any portion thereof or the Limited Common Elements assigned thereto to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb

the peace, quiet, safety, comfort or serenity of the occupants of surrounding property. No plants, animals, device or thing of any sort shall be maintained in the Master Condominium whose activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the Master Condominium by other Owners, Subunit owners and Occupants. Without limiting the generality of the foregoing, no exterior speakers, horns, whistles, bells, or other sound devices, except security devices used exclusively for security purposes, screaming, shouting, excessively loud talking, fighting, raucous behavior, insobriety, playing loud music or television, use of any alarm, equipment, or device, mechanical or otherwise which creates or produces excessively loud sounds or any vibrations, or any conduct which creates any noxious or offensive odors shall be permitted, located, used or placed on any Master Unit or any the Limited Common Elements assigned thereto, or any portion thereof.

(e) Any inconvenience complained of shall not be fanciful, or such as would affect only one of fastidious taste, but it shall be such as would affect an ordinary, reasonable person as determined in a particular instance by the Board.

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

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

13.7 Firearms. The discharge of firearms within the Master Condominium is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size.

13.8 Parking.

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

(b) Vehicles shall be parked only in appropriate parking areas within the Master Condominium. The term "parking areas serving the Master Unit" shall refer to the parking space(s) located on the Master Unit or designated as a Limited Common Element appurtenant to a Master Unit pursuant to this Declaration and such other areas as may be designated by the Board of Directors from time to time, if any. Any underground parking facilities within a Master

Unit may be assigned as a limited common element appurtenant to a Subunit in accordance with a Subdeclaration.

(c) All parking shall be subject to such reasonable rules and regulations as the Board may adopt from time to time, including, without limitation, rules limiting the number of vehicles which may be parked at the Master Condominium or in any portion thereof and/or rules designating certain parking spaces and or parking areas for the exclusive use by the Owners and Occupants of any Master Unit and/or the Permittees thereof.

(d) Parking spaces may be, but need not be, assigned as Limited Common Elements. Any parking space(s) assigned as Limited Common Elements to a Master Unit shall be reserved for the exclusive use of those entitled to occupy said Master Unit or their visitors, guests and/or invitees, as the case may be. Subject to reasonable rules and regulations of the Master Association, any parking spaces in the Master Condominium not assigned to one (1) or more Master Units as Limited Common Elements may be used by Owners and their respective Permittees on a first come, first served basis; provided however, Owners and Occupants shall park vehicles owned or used on a regular basis by said Owners or Occupants in the parking space(s) assigned as a Limited Common Element appurtenant to their Master Unit prior to utilizing any of the parking spaces serving the Master Condominium which are not assigned and which are available on a first come, first served basis.

(e) Disabled and/or stored vehicles are prohibited from being parked on the Master Condominium except in areas designated by the Board of Directors for such purpose, if any. For purposes hereof, a vehicle shall be considered "disabled" if it does not have a current license tag or if it is in a condition such that it is incapable of being operated upon the public highways. A vehicle shall be considered "stored" if it remains on the Master Condominium for five (5) consecutive days or longer without prior written Board permission. The intent of the foregoing provisions is that the temporary removal of such vehicle from the Master Condominium to break the continuity of the five (5) consecutive days, as applicable, shall not be sufficient to establish compliance with this restriction.

(f) No towed vehicle, boat, personal water craft, recreational vehicle, motor home, trailer, minibike, go cart, golf cart, commercial vehicle, camper, bus, mobile home, panel truck, truck with a load capacity of one (1) ton or more, or van (excluding mini-vans or utility vehicles used as passenger vehicles and receiving a "car" or "passenger vehicle" classification by the Georgia Department of Motor Vehicles) shall be parked on the Master Condominium except in areas designated by the Board as parking areas for such particular type of vehicle, if any. Notwithstanding the above, trucks, vans, and commercial vehicles shall be allowed temporarily on the Common Elements during normal business hours for the purpose of serving any Master Unit or the Common Elements, except serving a Master Unit or the Common Elements, without prior written Board consent. The term "commercial vehicles" as used herein, shall include, without limitation, any vehicle which bears any indicia of commercial use, including but not limited to writing, logos, ladders, ladder racks, signage of a commercial or business nature, tool boxes or other service or delivery equipment on or visible from the vehicle, or vehicles which would not be primarily used for the transportation of passengers. The term "commercial

vehicles" shall not include passenger vehicles that contain a small decal or sticker on a window advertising the nature of the business regardless of whether such vehicles are used for commercial purposes and regardless of whether such vehicles have a commercial license plate.

(g) If any vehicle is parked on any portion of the Master Condominium in violation of this Declaration or in violation of the Master Association's rules and regulations, the Board or agent of the Master Association may place a notice on the vehicle specifying the nature of the violation and stating that after twenty-four (24) hours the vehicle may be towed. The notice shall include the name and telephone number of the Person that will do the towing and the name and telephone number of a Person to contact regarding the alleged violation. If twenty-four (24) hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within six (6) months of such notice, the Board or agent of the Master Association may have the vehicle towed in accordance with the notice, without further notice to the owner or user of the vehicle.

(h) If a vehicle is parked in a fire lane, is blocking another vehicle or access to another Permitte's parking space(s), is parked in or is blocking a space which has been assigned as exclusively serving another Master Unit or Subunit, is obstructing the flow of traffic, is parked on any sidewalk, grassy or landscaped area, or otherwise creates a hazardous condition, no notice shall be required and the Board or agent of the Master Association may have the vehicle towed immediately.

(i) If a vehicle is towed in accordance with this subparagraph, neither the Master Association nor any director, officer, employee or agent of the Master Association shall be liable to any Person for any claim of damage resulting from the towing activity.

(j) Notwithstanding anything to the contrary herein, the Board of Directors may exercise any and all remedies available for a violation of this provision in addition to or in lieu of its authority to remove the violating vehicle.

13.9 Abandoned Personal Property.

(a) Personal property, other than vehicles as provided for in Section 13.8 hereof, is prohibited from being stored, kept, or allowed to remain for more than twenty-four (24) hours upon any portion of the Common Elements, without prior written Board permission.

(b) If the Board determines that a violation exists, then the Board may cause the personal property to be removed and stored in a location which the Board may determine, and not less than three (3) days after written notice is placed on the front door of the property owner's Subunit, if known, the Board may discard and/or dispose of such personal property and the Board shall have no obligation to return or replace such property or reimburse the owner of the property. The notice shall include the name and telephone number of the Person which will remove the property and the name and telephone number of an individual to contact regarding the alleged violation.

(c) If personal property is removed, the Owner or Subunit owner, as the case may be, shall be responsible for all cost associated therewith, including, without limitation, reasonable attorneys' fees actually incurred.

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

13.10 Signs.

(a) Except as may be required by legal proceedings, no signs, advertising posters or billboards of any kind shall be erected, displayed, placed, or permitted to remain on the Master Condominium without the prior written consent of the ARC or in accordance with applicable Architectural Guidelines.

(b) Notwithstanding these restrictions, the Declarant and the ARC shall have the right to enact reasonable rules and regulations governing the placement of signs within the Master Condominium, including, without limitation, rules and regulations concerning the size, type, color, material or location of any combination thereof of signs.

(c) The Board shall have the right to erect reasonable and appropriate signs on behalf of the Master Association, which will be maintained by the Master Association.

(d) The Board or Declarant may impose a reasonable fine of per day for display of any sign in violation of this provision which is not removed within twenty-four (24) hours after written demand is delivered to the Owner at the Master Unit or Subunit owner of the Subunit, as the case may be.

(e) The foregoing restrictions on signs shall not apply to signs erected by the Board of Directors or Declarant.

13.11 Antennas and Satellite Dishes. No exterior antenna, receiving dish or similar apparatus of any kind for receiving and/or transmitting audio or video signals shall be placed, allowed or maintained on any Common Elements, without first obtaining the written approval of the ARC or in accordance with applicable Architectural Guidelines. The Board and Declarant (and its affiliates) reserve the right to (but shall not be obligated to) erect any type and size of master antenna, satellite dish or other similar master system for the benefit all or any portion of the Master 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.

13.12 Trash and Recycling.

(a) All rubbish, trash, and garbage shall be regularly removed from the Master Units and shall not be allowed to accumulate therein. No garbage or trash shall be placed on the Common Elements or Limited Common Elements, temporarily or otherwise, except in trash chutes, trash compactors or such other area(s) designated by the Board from time to time, if any. Rubbish, trash, and garbage shall be disposed of in sealed bags and either placed in the trash chutes, trash compactors or other such designated receptacles designed for collection or removed from the Master Condominium. The Board of Directors may, with the consent of Declarant during the Development Period, designate one or more locations within the Master Condominium to be centralized collection points for recycling of trash, garbage, or similarly reusable materials, for use by the Owners and Occupants of all or any Master Unit, as the case may be.

(b) The Master Association may, but shall not be required to, contract with a private trash removal company to pick up all usual and customary household trash on a regular basis. If the Master Association contracts with a trash removal company, each Subunit owner shall be obligated to use such company and the cost associated therewith shall be included in the annual assessment as provided herein. While the removal of normal household trash and recycling will be covered by such contract, additional charges may be incurred for the removal of used appliances, other large items or any other extraordinary pick-up needs and such additional charges incurred by the Association may be specifically assessed against the applicable Subunit pursuant to Section 9.7 hereof.

13.13 Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including, but not limited to, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions shall not be pursued or undertaken on any part of the Master Condominium. Clothing, bedding, rugs, mops, appliances, indoor furniture and other household items shall not be placed or stored outside of a Master Unit or outside Subunits, as applicable.

13.14. Grilling. The use of outdoor grills on or in the Master Condominium, including, without limitation, the Amenity Area and balconies, patios and decks, shall comply with any applicable local laws, ordinances and regulations. The Board shall have the right to designate certain locations within the Master Condominium where outdoor grilling may be permitted, subject to such reasonable rules and regulations as the Board may adopt from time to time in its sole discretion.

13.15 Transient Use. No transient tenants or Occupants shall be accommodated in a Subunit, including, without limitation, listing such Subunit on any internet or social media site or other listing agency for short term occupancy or rental, such as Airbnb or VRBO.

13.16 Deliveries. The Board of Directors may adopt reasonable rules and regulations regarding delivery of any furniture, large equipment, supplies and/or materials to the Master Units, including the Subunits, which may include without limitation, establishing one or more allowable timeframes for such delivery, and rules and regulations regarding use of the private streets, drives and parking areas in the Master Condominium for such deliveries.

13.17 Declarant Right. Notwithstanding any provisions contained in this Declaration to the contrary, during the Development 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 Master Condominium as Declarant may deem necessary, such facilities and activities as in the Declarant's sole opinion may be reasonably required, convenient or incidental to the repair (if any) and sale of the Master Units and Subunits, including, but without limitation, business offices, signs, model units, construction trailers and sales offices. The right to maintain and carry on such facilities and activities shall include specifically the right to use the Master Units or Subunits owned by Declarant and its affiliates as model units and as offices for the sale of the Master Units, Subunits and related activities.

13.18 Traffic Regulations.

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

(b) The Master Association is hereby authorized to promulgate, administer, and enforce reasonable rules and regulations governing vehicular and pedestrian traffic, including reasonable safety measures, appropriate parking areas and speed limits and including modifications of those in force on public streets, within the Master Condominium. The Master Association shall be entitled to enforce the same by establishing such enforcement procedures as it deems appropriate, including, but not limited to, levying fines for the violation thereof or towing improperly parked vehicles. In the event of a conflict between such provisions of state and local laws and such rules and regulations promulgated by the Master Association, the rules and regulations of the Master Association shall govern.

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

13.19 Animals.

(a) No Owner, Occupant or Subunit owner may keep animals, other than a reasonable number of generally recognized household pets, on any portion of a Master Unit, all as determined in the discretion of the Board.

(b) No Owner, Occupant or Subunit owner may keep, breed or maintain any animal on any portion of a Master Unit for any commercial purpose.

(c) No structure for the care, housing, or confinement of any animal shall be constructed or maintained on any part of the Common Elements, including Limited Common Elements, or on any exterior portion of a Master Unit without prior written ARC approval.

(d) Dogs must be kept on a leash and be under the physical control of a responsible person at all times while outdoors, except that dogs need not be leashed within an enclosed balcony, deck or patio appurtenant to a dwelling unit when attended by a person. Any animal feces left upon the Common Elements, the exterior portion of a Master Unit or any other portion of the Master Condominium must be removed immediately by the owner of the animal or the person responsible for the animal.

(e) The Board may require that any animal which, in the Board's opinion, endangers the health of any Owner or Occupant or creates a nuisance or unreasonable disturbance, be permanently removed from the Master Condominium upon seven (7) days written notice. If the Owner, Occupant or Subunit owner fails to do so, the Board may institute legal action to have the animal removed and all costs associated therewith, including, without limitation, reasonable attorneys' fees actually incurred shall be a specific assessment against the Owner or Subunit owner, as applicable.

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

13.20 Solar and 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 Master Condominium, including any Subunit, without the prior written consent of the ARC.

13.21 Window Coverings and Window Treatments. All shades, drapery linings and other window treatments visible from the exterior of a Subunit shall be white, off-white or such other acceptable color determined by the Board or as set forth any architectural guidelines established pursuant to Article 12 hereof. 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 Article 12. Implementation of the window coverings or treatments may not take place until the same has been approved by the ARC.

13.22 Air Conditioning Units. No window air conditioning units may be installed.

13.23 Flags. The Board of Directors of the Association may promulgate reasonable rules and regulations with respect to the display of flags in the Master 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 or Subunit in contravention of the Freedom to Display the American Flag Act of 2005.

13.24 Garage Sales. No garage sale, carport sale, yard sale, flea market, or similar activity shall be conducted in any portion of the Master Condominium without the prior written consent of the Board of Directors. If permitted, such activities shall be subject to all reasonable conditions that the Board may impose.

Article 14 Maintenance Responsibility

14.1 By the Owner.

(a) Except as otherwise expressly provided in this Master Declaration, each Owner shall operate and fully maintain, repair and, when necessary, replace, at its cost and expense, all portions of such Owner's Master Unit and any improvements made by such Owner to Limited Common Elements assigned to said Master Unit. The maintenance obligation of an Owner may be more specifically set forth in a Subdeclaration governing the Subcondominium located on such Master Unit and such obligation may be further delegated to a Subunit owner in accordance with the provisions of such Subdeclaration. Each Owner shall keep all portions of the Master Unit and any Limited Common Element serving such Master Unit in a clean, orderly and sanitary condition.

(b) An Owner shall perform such Owner's maintenance responsibility herein required in such manner so as not to unreasonably disturb other Owners and Occupants.

(c) Each Owner shall have an obligation to:

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

(ii) pay for the cost of repairing, replacing or cleaning up any item which is the responsibility of the Owner but which responsibility such Owner fails or refuses to discharge (which the Master Association shall have the right, but not the obligation, to do); and

(iii) pay for the cost of repairing, replacing or cleaning up any item which, although the responsibility of the Master Association, is necessitated by reason of the willful or negligent act of the Owner, Occupant or Subunit owner or their respective Permittees, with the cost thereof to be added to and become part of the next chargeable assessment to such Owner's Master Unit or in the case of a Subunit owner, the Subunit.

14.2 By the Master Association.

(a) Except as otherwise provided in this Master Declaration or in a Subdeclaration, the Master Association shall maintain and keep in good repair as a Common Expense the Area of Common Responsibility, including the Common Elements and the following:

(i) Limited Common Elements (but excluding all improvements made to such Limited Common Elements);

(ii) all entry features for the Master Condominium, including entry features applicable to a Subcondominium, and any appurtenant landscaping and any irrigation and/or lighting system related thereto or used in connection therewith;

(iii) all storm water detention/retention ponds and storm water drainage facilities serving the Master Condominium provided, however, the Master Association shall not be responsible for any storm water drainage facilities or detention/retention pond which exclusively serves a Master Unit;

(iv) all street medians and street islands and any landscaping and streetscapes located therewith and along any streets in the Master Condominium;

(v) all pedestrian paths and walking trails in the Master Condominium;

(vi) the centralized mailbox areas and the mailboxes located therein;

(vii) lawn and landscaping for the Master Condominium, including, lawn and landscaping located within the exterior portions of a Master Unit, including any exterior portion of such Master Unit which has been assigned as a limited common element to a Subunit as provided in a Subdeclaration and landscaping appurtenant to a Subunit. Lawn and landscaping provided by the Master Association shall include the following:

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

Notwithstanding the foregoing, the Board of Directors in its sole discretion may leave portions of the Master Condominium as undisturbed natural areas and may change the landscaping in the Master Condominium at any time and from time to time or may, with the consent of the Declarant, change the level of landscaping maintenance performed.

The Board of Directors may promulgate rules setting forth the extent of landscaping maintenance to be performed by the Master Association and the rights of Owners to add or modify landscaping improvements, including, for example allowing seasonal flowering plants in certain areas of the Master Condominium at the expense of the Owner. Any landscaping

improvements originally installed by an Owner which are not properly maintained, including, without limitation, dead, diseased, damaged or dying plants, trees and shrubs may, at the sole discretion of the Board and subject any applicable notice provisions contained herein or the Master Bylaws, be removed from the Master Condominium and all costs associated therewith shall be a specific assessment against Owner of such Master Unit.

(viii) the Amenity Area;

(ix) all private streets, alleys and sidewalks serving the Master Condominium and located on a Master Unit or Common Elements any street signs, street lights and directional signage, unless the same is maintained by a governmental agency; and

(x) all surface parking areas located in the Master Condominium.

(b) Master Association May Take on Additional Maintenance Obligations. The Master Association shall have the right, but not the obligation, to maintain other property not owned or administered by the Master Association, regardless of whether such property is located within or outside of the Master Condominium and to enter into easements and covenant to share costs agreements regarding such property, where the Board has determined that such maintenance would benefit Owners or otherwise satisfy an obligation thereof.

(c) Delegation of Duties. In performing its responsibilities hereunder, the Master Association shall have the authority to delegate to such Persons, firms or corporations of its choice such duties as are approved by the Board. If the Board determines that the need for maintenance or repair of any portion of the Common Elements or Limited Common Elements is caused through the willful or negligent act of any Owner or Occupant or their Permittees, then the Master Association may assess the cost of any such maintenance, repair, or replacement against the Owner's or Occupant's Master Unit, which shall become a lien against the Master Unit.

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

(e) Limitation of Liability. The Master Association shall not be liable for:

(i) injury or damage to person or property caused by the elements or by the Owner of any Master Unit, or any other Person, or resulting from any utility, rain, snow or ice which may leak or flow from any portion of the Common Elements, Limited Common Elements or from any pipe, drain, conduit, appliance or equipment which the Master Association is responsible to maintain hereunder;

(ii) loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Common Elements or Limited Common Elements; or

(iii) damage or injury caused in whole or in part to an Owner or Occupants by the Master Association's failure to discharge its responsibilities under this Master Declaration or the Master Bylaws.

(f) No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Master Association to take some action or perform some function required to be taken or performed by the Master Association under this Master Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Master Association, or from any action taken by the Master Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

14.3 Failure to Maintain.

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

(b) Unless the Board of Directors determines that an emergency exists, the Owner shall have ten (10) days within which to complete maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within ten (10) days. If the Board determines that: (i) an emergency exists or (ii) that an Owner has not complied with the demand given by the Master Association as herein provided, the Master Association may provide any such maintenance, repair, or replacement to the Master Unit at the Owner's sole cost and expense, and such costs shall be an assessment and a lien against the Master Unit.

14.4 Maintenance Standards and Interpretation. The maintenance standards and the enforcement thereof and the interpretation of maintenance obligations under this Master 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.

14.5 Mold, Mildew and Water Intrusion. MOLD AND/OR MILDEW MAY GROW IN ANY PORTION OF THE MASTER CONDOMINIUM. EACH OWNER SHALL MAKE ROUTINE MOLD, MILDEW AND WATER INTRUSION INSPECTIONS OF THE PORTIONS OF THE MASTER CONDOMINIUM FOR WHICH EACH IS RESPONSIBLE TO

MAINTAIN PURSUANT TO THIS ARTICLE AND WHICH ARE ACCESSIBLE WITHOUT HAVING TO CONDUCT INVASIVE TESTING. UPON DISCOVERY OF ANY MOLD, MILDEW OR WATER INTRUSION, THE RESPONSIBLE PARTY SHALL, IN A GOOD AND WORKMANLIKE MANNER, IMMEDIATELY REPAIR THE SOURCE OF ANY WATER INTRUSION AND REMEDIATE OR REPLACE ANY BUILDING MATERIALS THAT ARE AFFECTED. REMEDIATION OF MOLD AND MILDEW SHALL BE PERFORMED IN ACCORDANCE WITH INDUSTRY-ACCEPTED METHODS IN PLACE AT THE TIME OF SUCH REMEDIATION. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, DECLARANT SHALL HAVE NO OBLIGATION TO PERFORM ANY INVASIVE TESTING OR INSPECTIONS, MAINTENANCE OR REPAIRS IN ACCORDANCE WITH THIS SECTION AND SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY THE FAILURE OF THE MASTER ASSOCIATION OR AN OWNER TO PERFORM THEIR OBLIGATIONS HEREIN.

Article 15
Easements

15.1 Common Elements. All Owners and Occupants of Master Units and their guests shall have a nonexclusive right and easement of use and enjoyment in and to the Common Elements for the purposes for which they are intended (including the right of access, ingress and egress to and from the Owner's Master Unit over those portions of the Master Condominium designated for such purpose), and such easement shall be appurtenant to and shall pass with the title to such Master Unit, subject to:

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

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

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

(d) the right and power of the Master Association, with the consent of Declarant during the Development Period, to grant easements, leases and licenses through or over the Common Elements as provided herein and to the fullest extent allowed by Section 44-3-106 of the Act as may be amended from time to time;

(e) all encumbrances, zoning conditions and other matters shown by the public records affecting title to the Common Elements; and

(f) all other rights of the Master Association, Master Unit Owners or other Persons set forth in this Master Declaration.

15.2 Encroachments. If any portion of the Common Elements now encroaches upon any Master Unit, or if any Master Unit now encroaches upon any other Master Unit or upon any portion of the Common Elements (including, without limitation, any fence, balcony, terrace, canopy, awning, landscaping and roof projections and decorative fasciae), or if any such encroachment shall occur hereafter as a result of:

- (a) shifting or settling of a Master Unit or Master Units;
- (b) repair, alteration or reconstruction of the Common Elements made by or with the consent of the Master Association;
- (c) repair or reconstruction of a Master Unit or Master Units following damage by fire or other casualty in accordance with this Master Declaration; or
- (d) condemnation or eminent domain proceedings.

A valid easement shall exist for such encroachments and for the maintenance of the same as long as the physical boundaries of the Master Units after the construction, reconstruction, repairs, etc. will be in substantial accord with the description of those boundaries that appear in this Master Declaration.

This easement shall exist for so long as the property remains subject to the Act.

15.3 Prohibited Work. No Owner or Occupant shall do or authorize any work which would jeopardize the soundness or safety of the Common Elements or any Master Unit, reduce the value thereof or impair any easement or hereditament without prior consent of all Owners.

15.4 Easement for Support. Every portion of a Master Unit contributing to the support of the Common Elements, including, without limitation, Limited Common Elements, and/or another Master Unit (including, without limitation, footings and foundations), and every portion of the Common Elements including, without limitation, Limited Common Elements, contributing to the support of a Master Unit (including, without limitation, footings and foundations) shall be burdened with an easement of support for the benefit of such Master Unit(s) and Common Elements, as the case may be, as same may from time to time be relocated, constructed or reconstructed in accordance with the terms of this Master Declaration.

15.5 Right of Access.

(a) Master Association. The Master Association shall have the irrevocable right, to be exercised by the Board of Directors, to have access to each Master Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the

Common Elements, or for making repairs therein necessary to prevent damage to the Common Elements or to another Master Unit, or as otherwise necessary to fulfill its obligations hereunder.

(b) Owners. Every portion of the Master Units and the Common Elements shall be burdened with an easement for the benefit of the Owner(s) of such other Master Unit(s) for the purposes of accessing, inspecting, maintaining, repairing, reconfiguring, shoring, constructing, reconstructing and replacing the same in accordance with the terms hereof.

In the event that any Owner desires access to another Master Unit or the Common Elements to exercise any easement established herein, the Owner shall contact the Owner of such other Master Unit(s) and, in the case of the Common Elements, the Master Association, at least two (2) days in advance of the date that access is needed and attempt to agree on a convenient date and time for access by the Owner and the Owner's contractors. Access in emergency situations shall be granted immediately upon request. Any Owner of a Master Unit to which access is needed under this Section shall not unreasonably withhold, condition or delay such access.

(c) The easement shall be used only for such period of time as is reasonably necessary in order to complete the maintenance or repair.

(d) Rights exercised pursuant to this easement shall be exercised with a minimum of interference to the quiet enjoyment of the affected Master Unit(s) and the Common Elements, reasonable steps shall be taken to protect such Master Unit(s), and the Common Elements and the property of the Owners and Occupants thereof or the Master Association, as the case may be, and damage shall be repaired by the Person causing the damage at its sole expense. The Owner exercising this easement right shall be liable for the prompt repair of any damage to the affected Master Unit(s) or the Common Elements, as the case may be, over which this easement is exercised which arises out of such maintenance or repair work.

15.6 Pest Control. The Master Association may, but shall not be obligated to, dispense chemicals for the extermination of insects and pests within all or any portion of the Common Elements, including, without limitation, the Amenity Area. The Declarant, its affiliates, and the Master 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 dispensing of chemicals as described herein, whether performed or not.

15.7 Easement for Private Streets, Alleys and Sidewalks. Declarant hereby grants, conveys, declares, creates, imposes and establishes a perpetual, non-exclusive right-of-way easement for vehicular and pedestrian access, ingress and egress over and across the private streets, alleys and sidewalks located within one or more Master Units located within the Master Condominium. At such time as one or more Plats for the property submitted to this Declaration are recorded in the DeKalb County, Georgia land records, any reference to private streets shall then and thereafter mean a reference to the private streets as actually constructed and depicted on the recorded Plat. The right-of-way easement herein granted shall permit joint usage of such easement by: (a) the Owners, Subunit, Occupants and Permittees; (b) the legal representatives,

successors and assigns of the Owners and Subunit owners; and (c) invitees and licensees of the Owners, Subunit owners and Occupants.

15.8 Easement for Passive Recreational Use. Declarant hereby grants, conveys, declares, creates, imposes and establishes a perpetual, non-exclusive right of way easement for pedestrian access, ingress and egress for the use and enjoyment of all open space and green space areas which may be located within the exterior portions of a Master Unit, as such areas may be identified on one or more Plats. The easement herein granted shall permit joint usage of such easement by: (a) the Owners, Subunit owners, Occupants and Permittees; (b) the legal representatives, successors and assigns of the Owners and Subunit owners; and (c) invitees and licensees of the Owners, Subunit owners and Occupants. Notwithstanding the foregoing, the easement granted herein shall specifically exclude any portion of such open space areas which have been assigned as a limited common element appurtenant to a Subunit in accordance with a Subdeclaration. The Subassociation with jurisdiction over such open space areas shall have the right to adopt rules and regulations regarding the use of such open space areas as authorized under a Subdeclaration and all Owners, Subunit owners, Occupants and Permittees shall comply with the same.

15.9 Easements in Favor of Additional Property Owner. There is reserved to Declarant and its successors and assigns, including, without limitation, any purchaser of the Additional Property or any portion thereof, a non-exclusive easement upon, across, above and under all property within the Master 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 Master 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 Master 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 Master Condominium, including, but without limitation, the following:

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

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

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

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

15.10 Standards of Reconstruction, Maintenance and Exercise of Easement Rights. Any construction (which work, as used in this Section shall include, without limitation, the reconstruction of the improvements on the Master Condominium and any alterations, restoration, maintenance, repair, modernization, expansion, demolition, razing of existing improvements on the Master Condominium and the exercise of any easement rights under this Declaration) which shall or may be performed by the Owner of any Master Unit or the owner of a Subunit, as the case may be, shall be subject to and performed in accordance with the following requirements and standards:

(a) Upon commencement of any construction, the party performing such construction shall diligently prosecute such construction to completion.

(b) All construction shall be performed in a good and workmanlike manner using first-class materials and in accordance with the requirements of all applicable federal, state and local laws orders, rules and regulations (hereinafter referred to in this subparagraph as "Legal Requirements").

(c) The Owner of each Master Unit shall perform its respective construction so as not to:

(i) Unreasonably interfere with the construction of others and/or any other construction being performed on the Master Condominium or any part thereof; or

(ii) Unreasonably impair the use, occupancy or enjoyment of the Master Condominium or any part thereof by the Owner and/or its Occupants of any other Master Unit; or

(d) The Owner of each Master Unit shall use commercially reasonable efforts to cause its architects, contractors and subcontractors to cooperate and coordinate its construction with architects, contractors and subcontractors of the Owners of the other Master Units to the extent reasonably practicable to achieve the objectives set forth in this subparagraph in such a manner so as not to cause any unnecessary interruption of or undue interference with the business or the residential occupancy of any portion of any other Master Unit and to ensure that the vehicular, pedestrian and utility connections between the Master Units are constructed in accordance with first-class construction practices.

(c) The Owner of each Master Unit will at all times:

(i) Take any and all safety measures reasonably required to protect those using the easements established by this Master Declaration from injury or damage caused by or resulting from the performance of its construction;

(ii) Indemnify, hold harmless and defend the Master Association and/or the Owner of a Master Unit whose Master Unit is the subject of any easement and the Owners of any other Master Unit from and against all claims, demands, suits, costs, expenses and liabilities arising from or in respect to the death, accidental injury, loss or damage cause to any natural person or the property of any person as shall occur by virtue of its construction; and

(iii) Indemnify and hold the Master Association and the Owner of each other Master Unit harmless from and against mechanic's, materialmen's and/or laborer's liens and all costs, expenses and liabilities arising from its construction.

Notwithstanding anything to the contrary stated herein, the foregoing Section 15.8 shall not apply to any construction performed by or on behalf of the Declarant.

Article 16 Declarant Rights

16.1 Declarant's Easement. The Declarant hereby reserves an easement over, across and through the Master Condominium for:

(a) construction structures and improvements within Master Units, Common Elements, including the Limited Common Elements, and common facilities;

(b) for creating and maintaining temporary structures or facilities to be used in such construction, provision of warranty services to Owners, provision of services to tenants; and

(c) for the maintenance of sales and/or leasing offices, signs, and/or model dwellings on the Master Condominium during the Development Period (herein collectively called "Declarant's Easement").

Declarant's Easement shall specifically include but not be limited to a right of unimpeded access during the normal business hours to and from Declarant's sales office for the general public.

16.2 Control of Master Association. The Declarant shall have the right to appoint and remove any member or members of the Board of Directors and any officer of the Master Association. The Declarant's authority to so appoint and remove members of the Board of Directors and any officer of the Master Association shall expire on the first to occur of the following:

(a) the expiration of seven (7) years after the date this Declaration is recorded in the Office of the Clerk of the Superior Court of DeKalb County, Georgia;

(b) one hundred twenty (120) days after seventy-five percent (75%) of the total number of Subunits planned by Declarant for Subcondominiums located in the Master Condominium are conveyed to Subunit Owners other than Declarant; or

(c) 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.

16.3 Construction and Sales Activity.

(a) Notwithstanding any provisions in the Master Condominium Instruments and any related documents, during the Development Period, it shall be expressly permissible for Declarant and any builder or developer approved by Declarant to maintain and carry on, and a nonexclusive easement within the Master Condominium shall exist in favor of the foregoing, upon such portion of the Master Condominium as Declarant may deem necessary, such facilities and activities as in the sole opinion of Declarant may be required, convenient or incidental to Declarant's and such builder's or developer's development, construction and sales activities related to property described on Exhibit "A" or Exhibit "B" to this Master Declaration, including, but without limitation, the following:

(i) the right of entry into Master Units when necessary, and except in an emergency situation, only during reasonable hours after reasonable notice to the Owner or Occupant of the Master Unit. Nothing herein shall be construed as permitting the Master Association to enter any Subunit which is part of a Subcondominium located on a Master Unit without the consent of the Subunit owner or Occupant.

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

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

(iv) 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 constructed or installed in, on, under and/or over the Master Condominium;

(v) the right to install, replace, relocate, maintain and repair landscape and streetscape improvements on the exterior portions of a Master Unit, including, without limitation, on the exterior portions of a Subunit located thereon;

(vi) the right to carry on sales and promotional activities in the Master Condominium and the right to construct and operate business offices, signs, construction trailers, model Master Units and sales offices.

(b) Declarant and any such builder or developer may use Master Units or offices owned or leased by Declarant or such builder or developer as sales offices.

(c) Rights exercised pursuant to such reserved easement 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

16.4 Master Condominium Instruments. Notwithstanding anything to the contrary contained herein, until the termination of Declarant's Easement, Declarant shall have the right to file additional and/or modified Plats depicting the Master Units, file one or more supplements and/or amendments to this Master Declaration setting forth any reallocation of undivided interest of Owners in the Common Elements, liability for Common Expenses and votes in the Master Association as the result of any revisions and re-recording of the Plat as necessary to show the improvements thereon as actually constructed and/or modified until a certificate of occupancy has been issued for all Master Units and all Master Units have been conveyed by Declarant.

Article 17

Expansion of the Condominium

(a) Declarant reserves the right and option to expand the Master Condominium by adding to the Master Condominium and submitting to this Declaration all or any part of the Additional Property on one or more occasions. Except for zoning and other governmental requirements, there are no limitations as to the location of improvements on the Additional Property. The Additional Property may be added as a whole at one time, or portions may be added at different times, or all or portions may not be added at all. The Additional Property added to the Master Condominium may be added as a new Master Unit or may be added as an expanded portion of an existing Master Unit. 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 Master 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.

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

(c) The maximum number of Master Units that may be created on the Additional Property and added to the Master Condominium are fifteen (15) Master Units. The maximum

average number of Master Units per acre that may be created on the Additional Property and added to the Master Condominium is four (4).

(d) Declarant intends to construct dwelling units on Master Units within the Additional Property which are of a quality consistent to that of dwelling units located on Master Units submitted hereto; however, the dwelling units which may be built on all or any portion of Master Units located on the Additional Property may vary as to the design, floor plans, use, finishes and materials used. No assurances are made that all of the Additional Property will be submitted to this Declaration or that any improvements will be made on all or any of the Additional Property which may be submitted to this Declaration. A portion of the Additional Property shall be subject to the use restrictions set forth herein only when such portion is added to the Master Condominium. The Declarant shall have the right to assign Limited Common Elements on the Additional Property in accordance with the provisions hereof. The undivided interests in the Common Elements, allocation of votes in the Master Association, and liability for Common Expenses are allocated among the Master Units as shown on Exhibit "C" attached hereto and as otherwise provided in this Declaration, and, upon the expansion of the Master Condominium to include a portion of the Additional Property, may be reallocated on the same basis, respectively.

(e) Any expansion under this Section shall be effected by Declarant's executing and recording the amendments to this Declaration and the Plats required by the Act at Declarant's sole expense. The Master Units or portion thereof thereby created and added shall be owned by Declarant, but the Common Elements shall be owned by all of the Owners in accordance with their undivided interests in the Common Elements as set forth in Exhibit "C" hereto.

Article 18 Amendments

18.1 Vote Required to Amend Declaration. Except where a higher vote is required by the Master Condominium Instruments, the Act or Georgia law and except as otherwise expressly provided below, this Declaration may be amended only by the affirmative vote, written consent, or any combination of affirmative vote and written consent Voting Delegates entitled to cast at least two-thirds (2/3) of the votes in the Master Association; provided however, during such time as the Declarant has the right to appoint the officers and directors of the Master Association, this Declaration may be amended upon the agreement of the Declarant and Voting Delegates entitled to cast at least two-thirds (2/3) of the votes in the Master Association, exclusive of any vote or votes appurtenant to any Master Unit or Master Units then owned by the Declarant. The consent of the requisite number of Voting Delegates to any amendment shall be evidenced in accordance with Section 44-3-93 of the Act. No amendment shall be effective until filed for record in the office of the Clerk of Superior Court of DeKalb County, Georgia.

18.2 Amendments That Do Not Require a Vote. Notwithstanding Section 18.1 above, no vote of the Voting Delegates is required for the following types of amendments:

(a) to assign Common Elements as Limited Common Elements or reassign Limited Common Elements;

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

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

(d) to conform any Master Condominium Instruments to the Master Units or Common Elements as actually constructed;

(e) by the Declarant to unilaterally annex Additional Property to the Master Condominium; or

(f) by the Master Association, acting through the Board, for those specific purposes permitted under Georgia law. During the Development Period, no such amendment shall be effective unless and until approved in writing by the Declarant.

Regardless of any provisions hereof which may ultimately run to the benefit of Subunit owners, Occupants and Permittees of an Owner of all or part of the Property or other non-property owners, nothing contained in this Master Declaration shall imply that the consent of any such other benefited parties is required in connection with an amendment, modification or termination of this Master Declaration, unless expressly provided in this Master Declaration.

18.3 Material Amendments and Extraordinary Actions Requiring the Approval of the Veterans Affairs. So long as the Declarant has the right to appoint and remove the directors and officers of the Master Association, all material amendments and extraordinary actions must be approved by the Department of Veterans Affairs ("VA"), if the VA has guaranteed any loans secured by Subunits located in a Subcondominium which is part of this Master Condominium.

(a) Material Amendments. Material amendments are those which add, delete or modify any provision which governs the following:

- (i) Assessment basis or assessment liens;
- (ii) Any method of imposing or determining any charges to be levied against individual Subunit Owners;
- (iii) Reserves for maintenance, repair or replacement of Common Element improvements;
- (iv) Maintenance obligations;
- (v) Allocation of rights to use Common Elements;

(vi) Any scheme of regulation or enforcement of standards for maintenance, architectural design or exterior appearance of improvements on Master Units or Subunits;

(vii) Reduction of insurance requirements;

(viii) Restoration or repair of Common Element improvements;

(ix) The addition, annexation or withdrawal of land to or from the Master Condominium (except for property unilaterally added to the Master Condominium by Declarant);

(x) Voting rights;

(xi) Restrictions affecting the leasing or sale of a Subunit; or

(xii) Any provision which is for the express benefit of Mortgagees.

(b) Extraordinary Actions. An extraordinary action includes the following:

(i) Merging or consolidating the Master Association (other than with another non-profit entity formed for purposes similar to the Master Association);

(ii) Determining not to require professional management if management has been required by the Master Association documents or a majority vote of the Voting Delegates;

(ii) Expanding the Master Association to include land not previously described as additional land which increases the overall land area of the Master Condominium or number of Subunits by more than 10 percent;

(iii) Abandoning, partitioning, encumbering, mortgaging, conveying, selling or otherwise transferring or relocating the boundaries of Common Elements (except for: (A) granting easements which are not inconsistent with or which do not interfere with the intended common area use; (B) dedicating common area as required by a public authority; (C) limited boundary-line adjustments made in accordance with the provisions of the declaration; or (D) transferring common area pursuant to a merger or consolidation with a non-profit entity formed for purposes similar to the subject Master Association);

(iv) Using insurance proceeds for purposes other than construction or repair of the insured improvements; or

(v) Making capital expenditures (other than for repair or replacement of existing improvements) during any period of twelve (12) consecutive months costing more than twenty percent (20%) of the annual operating budget).

(c) Notice of Material Amendments or Extraordinary Actions. Notwithstanding anything contained herein or in the Bylaws, the Master Association shall provide at least twenty-five (25) days advance notice to all Voting Delegates if a proposed amendment is either a material amendment or an extraordinary action, as defined above.

18.4 Declarant Consent Required. During the Development Period, no amendment to the Master Condominium Instruments shall be effective unless and until approved in writing by the Declarant. So long as Declarant's Easement exists, no amendment limiting or restricting Declarant's Easement or any rights of Declarant under the Master Condominium Instruments shall be effective unless and until approved in writing by Declarant.

Article 19 General Provisions

19.1 Security and Safety. THE DECLARANT OR THE MASTER ASSOCIATION MAY, BUT SHALL NOT BE REQUIRED TO, FROM TIME TO TIME, PROVIDE MEASURES OR TAKE ACTIONS WHICH DIRECTLY OR INDIRECTLY IMPROVE SAFETY ON THE MASTER CONDOMINIUM; HOWEVER, EACH OWNER, ON BEHALF OF SUCH OWNER AND THE OCCUPANTS, GUESTS, LICENSEES, INVITEES, AND OTHER PERMITTEES ACKNOWLEDGES AND AGREES THAT NEITHER THE DECLARANT, THE MASTER ASSOCIATION, NOR THE OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES OF EITHER ARE A PROVIDER OF SECURITY AND NONE OF THEM SHALL HAVE A DUTY TO PROVIDE SECURITY IN AND TO THE MASTER CONDOMINIUM. FURTHERMORE, NEITHER DECLARANT NOR THE MASTER ASSOCIATION GUARANTEES OR REPRESENTS THAT NON-SUBUNIT OWNERS AND NON-OCCUPANTS WILL NOT GAIN ACCESS TO THE PROPERTY AND COMMIT CRIMINAL ACTS ON THE PROPERTY NOR DOES THE DECLARANT OR MASTER ASSOCIATION GUARANTEE OR REPRESENT THAT CRIMINAL ACTS ON THE MASTER CONDOMINIUM WILL NOT BE COMMITTED BY OTHER OWNERS, OCCUPANTS OR PERMITTEES. IT SHALL BE THE RESPONSIBILITY OF EACH OWNER, SUBUNIT OWNER, OCCUPANT AND PERMITTEE TO PROTECT HIS OR HER PERSONS AND PROPERTY AND ALL RESPONSIBILITY TO PROVIDE SECURITY SHALL LIE SOLELY WITH EACH OWNER, SUBUNIT OWNER, OCCUPANT AND PERMITTEE. NEITHER DECLARANT NOR THE MASTER ASSOCIATION SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SAFETY MEASURES UNDERTAKEN.

EACH OWNER, SUBUNIT OWNER, OCCUPANTS, GUESTS, LICENSEES, INVITEES, AND OTHER PERMITTEES SHALL USE THE COMMON ELEMENTS, INCLUDING THE LIMITED COMMON ELEMENTS AND AMENITY AREA, AND ALL OTHER PORTIONS OF THE MASTER CONDOMINIUM NOT CONTAINED WITHIN DWELLING UNIT AT THEIR OWN RISK AND SHALL ASSUME SOLE RESPONSIBILITY FOR THEIR PERSONAL BELONGINGS USED OR STORED THEREON. ALL OWNERS, SUBUNIT OWNERS AND THEIR OCCUPANTS, GUESTS, LICENSEES, INVITEES, AND

OTHER PERMITTEES SHALL HAVE AN AFFIRMATIVE DUTY AND RESPONSIBILITY TO INSPECT THE COMMON ELEMENTS, INCLUDING THE AMENITY AREA, AND ALL PORTIONS OF THE MASTER CONDOMINIUM NOT CONTAINED WITHIN A DWELLING FOR ANY DEFECTS, PERILS OR OTHER UNSAFE CONDITIONS RELATING TO THE USE AND ENJOYMENT THEREOF. THE MASTER ASSOCIATION, DECLARANT, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS SHALL NOT BE HELD LIABLE FOR PERSONAL INJURY TO ANY PERSON OCCURRING ON THE COMMON ELEMENTS, INCLUDING THE LIMITED COMMON ELEMENTS, NOR FOR LOSS OR DAMAGE TO PERSONAL BELONGINGS USED OR STORED THEREON OR ON ANY OTHER PORTION OF THE MASTER CONDOMINIUM. NOR SHALL THE MASTER ASSOCIATION, DECLARANT, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS BE LIABLE TO ANY OWNER OR OCCUPANT FOR LOSS OR DAMAGE, BY THEFT OR OTHERWISE, OF ANY PROPERTY OF SUCH OWNER, SUBUNIT OWNER, OCCUPANT, GUEST, LICENSEE, INVITEE, AND OTHER PERMITTEE.

19.2 Duration; Termination.

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

(b) Termination. Any election to terminate the Master Condominium regime shall require the approval of Voting Delegates representing at least 4/5 or more of the Total Association Vote and the Declarant during the Development Period.

19.3 Implied Rights. The Master Association may exercise any right or privilege given to it expressly by the Master Condominium Instruments, 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.

19.4 Severability. Whenever possible, each provision of this Master Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Master 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 Master Declaration are declared to be severable.

19.5 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.

19.6 No Merger. There shall be no merger of any of the covenants, conditions, restrictions or easements created or reserved hereby with the fee estate of Declarant, by reason of the fact that Declarant may own or hold the estate or interest both encumbered and benefited by such covenants, conditions, restrictions or easements and no such merger shall occur unless and until Declarant, while owning all of the estate or interests shall execute a written statement or instrument affecting such merger and shall duly record the same.

19.7 Preparer. This Declaration was prepared by Rachel E. Conrad and Lisa A. Crawford, Dorough & Dorough, LLC, Attorneys at Law, 160 Clairemont Avenue, Suite 650, Decatur, Georgia 30030.

19.8 Notices. Notices provided for in this Master Declaration, the Master Articles, Master Bylaws or the Act shall be addressed to the Owner at the address of the Master Unit or if to the Declarant or the Master Association or an Owner who is a Subassociation to their respective registered agent at the agent's address on file with the Georgia Secretary of State. Any Owner may designate a different address for notices to such Owner by giving written notice to the Master Association. Each such notice shall be in writing and shall be delivered either by personally delivering it (including commercial courier service), by depositing it with the United States Postal Service, certified mail, return receipt requested, with adequate postage prepaid, addressed to the appropriate party (and marked to a particular individual's attention) or issued electronically in accordance with Chapter 12 of Title 10 of the Official Code of Georgia Annotated, the "Uniform Electronic Transactions Act". Such notice shall be deemed delivered at the time of personal delivery or, if mailed, when it is deposited as provided above, but the time period in which a response to any such notice must be given or any action taken with respect thereto shall commence to run from the date it is personally delivered or, if mailed, the date of receipt of the notice by the addressee thereof, as evidenced by the return receipt. Rejection or other refusal by the addressee to accept the notice shall be deemed to be receipt of the notice.

19.9 Right of Action. All Owners hereby acknowledge and agree that the Master 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 Master Unit or the Common Elements or any improvements located thereon, or any damage allegedly sustained by any Owner by reason thereof, but rather, that all such actions shall be instituted by the Person(s) owning such Master 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 Master Association, as set forth herein, the Board may negotiate the resolution of any alleged defect(s) in the Common Elements on behalf of the Owners and shall have the right and authority to settle and release on behalf of any and all of the Owners claims, causes of action, damages and suits involving the same. Any such settlement and release shall bind all Owners and their successors and assigns. This subsection may not be amended without the written consent of the Declarant.

19.10 Indemnification. To the fullest extent allowed by the Georgia Nonprofit Corporation Code, and in accordance therewith, the Master Association shall indemnify every current and former officer, director and committee member against any and all expenses,

including, but not limited to, attorney's fees, imposed upon or reasonably incurred by any officer, director or committee member in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which such officer, director or committee member may be a party by reason of being or having been an officer, director or committee member. The officers, directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers, directors and committee members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Master Association and the Master Association shall indemnify and forever hold each such officer, director and committee member free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director or committee member, or former officer, director or committee member may be entitled. The Master Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available.

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

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

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

19.14 Parking Areas. The Declarant and any affiliate thereof, and the Master 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 Master Condominium. All Owners, Occupants and other Persons who use a parking space or area in the Master Condominium do so at their own risk.

19.15 Disclosures. Every Owner, by acceptance of a deed to a Master Unit and every Subunit owner by accepting a deed to a Subunit, acknowledges that it will be subject to and bound by the Master Condominium Instruments.

Each Owner and Occupant also acknowledges the following:

(a) that the Master Condominium is located adjacent to thoroughfares and may be affected by traffic and noise from time to time, and such thoroughfares may be improved or widened in the future;

(b) that the views from an Owner's Master Unit and/or any Subunit may change over time due to among other things, additional development and the removal or addition of landscaping;

(c) that 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) that no representations are made regarding the schools that currently, or which may in the future, serve the Master Condominium;

(e) that because in every development there are conditions that different purchasers may find objectionable, including but not limited to traffic congestion and related noise, Owner acknowledges that there may be conditions outside of the property that Owner or Subunit owner, as applicable, finds objectionable and that it shall be the sole responsibility of Owner to become acquainted with neighborhood conditions that could affect the Master Unit and/or any Subunits;

(f) that no representations are made that the Master Unit and/or any Subunit therein is or will be soundproof or that sound may not be transmitted from one Master Unit and/or Subunit to another, or from adjacent property, because in all multi-unit properties there will be some sound transmission;

(g) that no representations are made regarding the uses or zoning of the Master Condominium;

(h) that it is the nature of multi-family projects (of which this Master Condominium is a part) that Master Units and Subunits are built in close proximity to one another (resulting in sharing of common walls, floors and ceilings) and noise is frequently audible from one Master Unit or Subunit to the next, no matter how much sound proofing is attempted. It is therefore mandatory, for the mutual interest and protection of all Owners, lessees and other Occupants and Permittees within the Master Condominium, to recognize that acoustical privacy is achieved only through understanding and compliance with certain limitations and restrictions. The design and construction of this Master Condominium attempt to meet the recognized standards and criteria related to sound insulation in construction practice today. It is recognized, however, that sound insulation from an adjacent occupancy in a manner comparable to a single-family residence is impossible to attain and Owner hereby acknowledges and accepts that limitation. Owner

acknowledges that there will usually be some audio awareness of one's neighbors, depending upon the situation.

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

(j) that the Master Units and Subunits may trap humidity created by everyday living (cooking, bathing, laundering, etc.). As a result, condensation may appear on the interior portion of windows and glass surfaces and fogging of windows and glass surfaces may occur due to temperature disparities and the condensation may increase resulting in staining, damage to surrounding seals, caulk, paint, wood work, and sheetrock, and potentially mold and/or mildew; and

(k) that Declarant or a related entity will be constructing portions of the Master Condominium and engaging in other construction activities related to the construction of Common Elements, other portions of the buildings, and other portions of the development. Such construction activities may, from time to time, produce certain conditions on the Master Condominium, including, without limitation:

(i) noise or sound that is objectionable because of its volume, duration, frequency or shrillness;

(ii) smoke;

(iii) noxious, toxic, or corrosive fumes or gases;

(iv) obnoxious odors;

(v) dust, dirt or flying ash;

(vi) unusual fire or explosion hazards;

(vii) temporary interruption of utilities; and/or

(viii) other conditions that may threaten the security or safety of Persons on the Master Condominium.

Notwithstanding the foregoing, Owner agrees that such conditions on the Master Condominium resulting from construction activities shall not be deemed a nuisance or discomfort to Owner and shall not cause Declarant and its agents or the Master Association to be deemed in violation of any provision of this Declaration.

19.16 Successor Declarant. No successor to the Declarant shall be responsible or subject to liability, by operation of law, or through the purchase of Declarant's interest in the Master Condominium or any portion thereof at foreclosure, or otherwise, for any act, omission or matter occurring, or arising from any act, omission or matter occurring, prior to the time such successor succeeded to the interest of such Declarant.

19.17 Variances. Notwithstanding anything to the contrary contained herein, the Board or its designee, shall be authorized to grant individual variances from any of the provisions of this Master Declaration, the Master 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 Master Condominium.

19.18 Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Master Association unless approved by at least seventy-five percent (75%) of the total Master Association vote. This subsection shall not apply, however, to:

- (a) actions brought by the Master Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens);
 - (b) the imposition and collection of assessments as provided in this Declaration;
 - (c) proceedings involving challenges to ad valorem taxation;
 - (d) counterclaims brought by the Master Association in proceedings instituted against it;
- or
- (e) actions brought by the Master Association against any contractor, vendor, or supplier of goods or services arising out of a contract for goods or services to which the Master Association is a party.

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 and such amendment is consented to in writing by the Declarant.

19.19 Cumulative Effect; Conflict. The covenants, restrictions and provisions of this Master Declaration shall be cumulative with those of a Subdeclaration and the Master Association may, but shall not be required to, enforce the latter. In the event of conflict between or among such covenants and restrictions, and provisions of any articles of incorporation, bylaws, rules and regulations, policies, or practices adopted or carried out pursuant thereto, those of the Subdeclaration or Subassociation shall be subject and subordinate to those of this Master Declaration and the Master Association. In the event of a conflict between the provisions of this Master Declaration and the provisions of Georgia law, then to the extent that the provisions of Georgia law cannot be waived by agreement, Georgia law shall control.

IN WITNESS WHEREOF, the Declarant has executed this Declaration under seal, this
7th day of November, 2017.

DECLARANT:

PULTE HOME COMPANY, LLC,
 Michigan limited liability company

By:
 Name:
 Title:

Jason Garrett

Div. VP Land Planning & Dev.

(SEAL)

(MICHIGAN)

PULTE HOME
 COMPANY, LLC
 CORPORATE SEAL

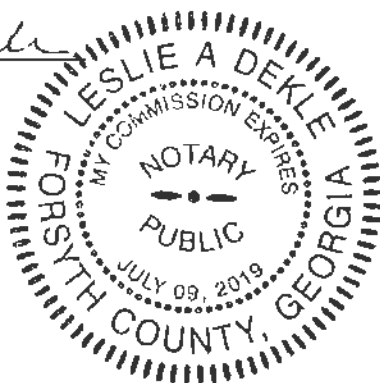
Signed, sealed, and delivered
 in the presence of:

WITNESS

NOTARY PUBLIC

My Commission Expires:

[AFFIX NOTARY SEAL]



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EXHIBIT "A"
Property Subject to the Declaration

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 103 of the 18th District, DeKalb County, Georgia and being more particularly described as follows:
 Beginning at an iron pin set at the intersection of northwesterly right-of-way line of Blackshear Dr (60' R/W) and the southwesterly right-of-way line of N. Jamestown Rd (60' R/W), said point being the POINT OF BEGINNING; thence leaving said right-of-way line,

South 39 degrees 32 minutes 56 seconds West a distance of 8.50 feet to a point; thence 137.92 feet along an arc of a curve to the right, said curve having a radius of 447.47 feet and a chord bearing and distance of South 48 degrees 51 minutes 32 seconds West 137.38 feet to a point; thence South 57 degrees 40 minutes 05 seconds West a distance of 189.39 feet to a point; thence North 44 degrees 38 minutes 00 seconds West a distance of 44.01 feet to a point; thence continue Northwesterly along said line, a distance of 400.98 feet to a point; thence continue Northwesterly along said line, a distance of 206.76 feet to a point; thence continue Northwesterly along said line, a distance of 285.82 feet to a point; thence North 18 degrees 37 minutes 14 seconds West a distance of 88.46 feet to a point; thence North 00 degrees 55 minutes 44 seconds East a distance of 151.02 feet to a point; thence South 89 degrees 04 minutes 16 seconds East a distance of 100.25 feet to a point; thence continue Easterly along said line, a distance of 47.08 feet; thence North 00 degrees 55 minutes 44 seconds East a distance of 101.04 feet to a point on the southwesterly right-of-way line of N. Jamestown Rd; thence along said right-of-way line the following courses and distances: South 38 degrees 14 minutes 05 seconds East a distance of 494.90 feet to a point; thence 215.83 feet along an arc of a curve to the left, said curve having a radius of 746.20 feet and a chord bearing and distance of South 46 degrees 31 minutes 05 seconds East 215.08 feet to a point; thence South 54 degrees 48 minutes 05 seconds East a distance of 117.60 feet to a point; thence 115.14 feet along an arc of a curve to the right, said curve having a radius of 1,879.86 feet and a chord bearing and distance of South 53 degrees 02 minutes 48 seconds East 115.12 feet to a point; thence 43.44 feet along an arc of a curve to the right, said curve having a radius of 1,879.86 feet and a chord bearing and distance of South 50 degrees 37 minutes 48 seconds East 43.44 feet to a point; thence South 49 degrees 58 minutes 20 seconds East a distance of 65.21 feet to a point; thence continue Southeasterly along said line, a distance of 92.07 feet to a point and the TRUE POINT OF BEGINNING.

Said tract containing 7.291 acres.

EXHIBIT "B"
Additional Property

Master Units 4-8 and Common Elements

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 103 of the 18th District, Dekalb County, Georgia and being more particularly described as follows: Beginning at an iron pin set at the intersection of westerly right-of-way line of Blackshear Dr (60' R/W) and the northeasterly right-of-way line of N. Jamestown Rd (60' R/W), said point being the POINT OF BEGINNING; thence along the northeasterly right-of-way line of N. Jamestown Rd the following courses and distances: North 49 degrees 59 minutes 35 seconds West a distance of 149.38 feet to a point; thence 163.59 feet along an arc of a curve to the left, said curve having a radius of 1,939.86 feet and a chord bearing and distance of North 52 degrees 21 minutes 44 seconds West 163.54 feet to a point; thence North 54 degrees 47 minutes 13 seconds West a distance of 117.64 feet to a point; thence 198.21 feet along an arc of a curve to the right, said curve having a radius of 694.40 feet and a chord bearing and distance of North 46 degrees 33 minutes 13 seconds West 197.54 feet to a point; thence North 38 degrees 12 minutes 38 seconds West a distance of 408.68 feet to a point; thence North 38 degrees 08 minutes 08 seconds West a distance of 177.79 feet to a point; thence North 38 degrees 09 minutes 14 seconds West a distance of 95.55 feet to a point; thence 150.65 feet along an arc of a curve to the right, said curve having a radius of 530.67 feet and a chord bearing and distance of North 30 degrees 12 minutes 46 seconds West 150.15 feet to a point; thence leaving said right-of-way line, thence South 89 degrees 07 minutes 28 seconds East a distance of 171.41 feet to a point; thence South 16 degrees 08 minutes 48 seconds East a distance of 15.00 feet to a point; thence South 89 degrees 05 minutes 39 seconds East a distance of 127.23 feet to a point; thence South 88 degrees 54 minutes 07 seconds East a distance of 799.19 feet to a point; thence North 00 degrees 35 minutes 39 seconds West a distance of 289.99 feet to a point; thence South 88 degrees 56 minutes 28 seconds East a distance of 399.88 feet to a point; thence South 00 degrees 28 minutes 48 seconds East a distance of 289.87 feet to a point; thence South 00 degrees 21 minutes 22 seconds East a distance of 256.36 feet to a point on the northerly right-of-way line of Blackshear Dr (60' R/W); thence along the northerly and westerly right-of-way line of Blackshear Dr the following courses and distances: South 89 degrees 24 minutes 10 seconds West a distance of 109.36 feet to a point; thence 255.90 feet along an arc of a curve to the left, said curve having a radius of 388.01 feet and a chord bearing and distance of South 70 degrees 40 minutes 17 seconds West 251.29 feet to a point; thence 217.62 feet along an arc of a curve to the left, said curve having a radius of 388.01 feet and a chord bearing and distance of South 35 degrees 42 minutes 34 seconds West 214.78 feet to a point; thence 129.64 feet along an arc of a curve to the left, said curve having a radius of 388.01 feet and a chord bearing and distance of South 10 degrees 02 minutes 23 seconds West 129.04 feet to a point; thence South 00 degrees 30 minutes 20 seconds West a distance of 17.35 feet to a point; thence continue Southerly along said line, a distance of 255.77 feet; thence 112.30 feet along an arc of a curve to the right, said curve having a radius of 256.48 feet and a chord bearing and distance of South 13 degrees 05 minutes 13 seconds West 111.41 feet to a point and the TRUE POINT OF BEGINNING.

Said tract containing 20.190 acres

TOGETHER WITH:Master Unit 9

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 103 of the 18th District, Dekalb County, Georgia and being more particularly described as follows: Beginning at an iron pin set at the intersection of westerly right-of-way line of Blackshear Dr (60' R/W) and the northeasterly right-of-way line of N. Jamestown Rd (60' R/W), said point being the POINT OF BEGINNING; thence along the northeasterly right-of-way line of N. Jamestown Rd the following courses and distances: North 49 degrees 59 minutes 35 seconds West a distance of 149.38 feet to a point; thence 163.59 feet along an arc of a curve to the left, said curve having a radius of 1,939.86 feet and a chord bearing and distance of North 52 degrees 21 minutes 44 seconds West 163.54 feet to a point; thence North 54 degrees 47 minutes 13 seconds West a distance of 117.64 feet to a point; thence 198.21 feet along an arc of a curve to the right, said curve having a radius of 694.40 feet and a chord bearing and distance of North 46 degrees 33 minutes 13 seconds West 197.54 feet to a point; thence North 38 degrees 12 minutes 38 seconds West a distance of 408.68 feet to a point; thence North 38 degrees 08 minutes 08 seconds West a distance of 177.79 feet to a point; thence North 38 degrees 09 minutes 14 seconds West a distance of 95.55 feet to a point; thence 150.65 feet along an arc of a curve to the right, said curve having a radius of 530.67 feet and a chord bearing and distance of North 30 degrees 12 minutes 46 seconds West 150.15 feet to a point; thence leaving said right-of-way line, thence South 89 degrees 07 minutes 28 seconds East a distance of 171.41 feet to a point; thence South 16 degrees 08 minutes 48 seconds East a distance of 15.00 feet to a point; thence South 89 degrees 05 minutes 39 seconds East a distance of 127.23 feet to a point; thence South 88 degrees 54 minutes 07 seconds East a distance of 799.19 feet to a point; thence North 00 degrees 35 minutes 39 seconds West a distance of 289.99 feet to a point; thence South 88 degrees 56 minutes 28 seconds East a distance of 399.88 feet to a point; thence South 00 degrees 28 minutes 48 seconds East a distance of 289.87 feet to a point; thence South 00 degrees 21 minutes 22 seconds East a distance of 256.36 feet to a point on the Northwestern Right-of-Way of Blackshear Dr (60' Right-of-Way); thence leaving said right-of-way line and along a direct tie, South 74 degrees 11 minutes 24 seconds East, a distance of 251.10 feet to a PK nail found, said nail being the TRUE POINT OF BEGINNING; Thence South 86 degrees 40 minutes 40 seconds East, a distance of 20.48 feet to an iron pin found; Thence South 86 degrees 39 minutes 34 seconds East, a distance of 273.24 feet to an iron pin found; Thence South 01 degrees 26 minutes 58 seconds East, a distance of 256.50 feet to a point; Thence South 01 degrees 26 minutes 58 seconds East, a distance of 65.50 feet to a point; Thence South 01 degrees 26 minutes 58 seconds East, a distance of 219.93 feet to a point in the centerline of Burnt Fork Creek; Thence South 24 degrees 17 minutes 26 seconds West, a distance of 13.33 feet to a point; Thence South 22 degrees 48 minutes 58 seconds West, a distance of 37.46 feet to a point; Thence South 47 degrees 12 minutes 53 seconds West, a distance of 32.59 feet to a point; Thence South 77 degrees 34 minutes 48 seconds West, a distance of 24.50 feet to a point; Thence South 89 degrees 08 minutes 20 seconds West, a distance of 37.59 feet to a point; Thence South 85 degrees 14 minutes 18 seconds West, a distance of 30.62 feet to a point; Thence South 72 degrees 47 minutes 27 seconds West, a distance of 42.01 feet to a point; Thence North 87

degrees 57 minutes 20 seconds West, a distance of 23.75 feet to a point; Thence North 82 degrees 26 minutes 05 seconds West, a distance of 40.76 feet to a point; Thence North 64 degrees 24 minutes 56 seconds West, a distance of 37.28 feet to a point; Thence North 33 degrees 25 minutes 09 seconds West, a distance of 15.91 feet to a point; Thence North 29 degrees 13 minutes 47 seconds West, a distance of 19.10 feet to a point; Thence North 33 degrees 52 minutes 56 seconds West, a distance of 36.41 feet to a point; Thence leaving the centerline of Burnt Fork Creek, North 00 degrees 24 minutes 05 seconds East, a distance of 316.67 feet to a point; Thence North 00 degrees 42 minutes 41 seconds East, a distance of 249.36 feet to a PK nail found, said nail being the TRUE POINT OF BEGINNING.

Said tract containing 4.323 +/- acres, more or less.

TOGETHER WITH:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 103 of the 18th District, Dekalb County, Georgia and being more particularly described as follows:
To find the TRUE POINT OF BEGINNING, commence at an iron pin set at the intersection of the westerly right-of-way line of Blackshear Dr (60' R/W) and the northeasterly right-of-way line of N. Jamestown Rd (60' R/W); thence leaving said intersection and along a direct tie, North 62 degrees 51 minutes 06 seconds East a distance of 94.87 feet to a point on the easterly right-of-way line of Blackshear Dr, said point being the TRUE POINT OF BEGINNING, from the TRUE POINT OF BEGINNING as thus established; thence leaving said right-of-way line, South 50 degrees 23 minutes 50 seconds East a distance of 124.04 feet to a point; thence South 36 degrees 57 minutes 31 seconds West a distance of 252.52 feet to a point; thence North 50 degrees 10 minutes 28 seconds West a distance of 115.39 feet to a point; thence North 50 degrees 24 minutes 24 seconds West a distance of 21.13 feet to a point on the easterly right-of-way line of Blackshear Dr; thence along said right-of-way line the following courses and distances: North 39 degrees 50 minutes 17 seconds East a distance of 131.97 feet to a point; thence 74.75 feet along an arc of a curve to the left, said curve having a radius of 75.00 feet and a chord bearing and distance of North 47 degrees 40 minutes 06 seconds East 71.69 feet to a point; thence North 27 degrees 19 minutes 46 seconds East a distance of 41.23 feet to a point; thence North 32 degrees 52 minutes 01 seconds East a distance of 8.63 feet to a point and the TRUE POINT OF BEGINNING.

Said tract containing 0.730 acres (31,797 square feet).

EXHIBIT "C"
Undivided Interest in Common Elements

<u>Master Unit</u>	<u>Number of Subunits</u>	<u>Percentage of Undivided Interest in Common Elements</u>
1	11	18.03%
2	37	61.66%
3	<u>13</u>	<u>20.31%</u>
Total	61	100%

**As provided in Section 9.1 of this Declaration, each Master Unit's percentage of undivided interest in the Common Elements is based on the number of Subunits expected to be constructed within the Master Condominium. The total number of Subunits for the Master Condominium is based on Declarant's land plan for the Master Condominium and is an approximation only. The percentage of undivided interest in the Common Elements set forth above shall not be altered in the event that the number of Subunits actually constructed within a Master Unit is different from the number of Subunits shown on Declarant's land plan for such Master Unit.

EXHIBIT "E"

BYLAWS

OF

PARKSIDE AT MASON MILL MASTER CONDOMINIUM ASSOCIATION, INC.

Prepared By:
Rachel E. Conrad
Dorough & Dorough, LLC
Attorneys at Law
160 Clairemont Avenue, Suite 650
Decatur, Georgia 30030
(404) 687-9977

BYLAWS
OF
PARKSIDE AT MASON MILL MASTER CONDOMINIUM ASSOCIATION, INC.
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BYLAWS
OF
PARKSIDE AT MASON MILL MASTER CONDOMINIUM ASSOCIATION, INC.

Article 1
Name and Location

1.1 Name. The name of the association is Parkside at Mason Mill Master Condominium Association, Inc., a Georgia nonprofit membership corporation (hereinafter referred to as the "Master Association").

1.2 Location. The principal office of the Master 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.

Article 2
Definitions

The terms used in these Master Bylaws, unless otherwise specified, shall have the meanings specified in the Declaration of Condominium for Parkside at Mason Mill, a Master Condominium recorded in the Office of the Clerk of the Superior Court of Fulton County, Georgia (hereinafter called the "Master Declaration") or the meaning given in Section 44-3-71 of the Georgia Condominium 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.

Article 3
Membership and Voting Rights

3.1 Membership. Each Owner of a Master Unit shall be a member of the Master Association. As provided in the Master Declaration, each Subassociation formed to govern a Subcondominium created from one or more Master Units shall be deemed the "Owner" and shall be entitled to vote as provided herein.

3.2 Voting Rights. The Master Association shall have one (1) class of voting membership which shall consist of all Owners. Owners shall be entitled to exercise voting rights as provided in the Georgia Condominium Act, the Master Declaration, these Master Bylaws, the Master Articles of Incorporation and as prescribed herein. The number of votes allocated to each Master Unit is as set forth in the Master Declaration and such votes shall be cast by the Voting Delegate representing such Master Unit.

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 Master 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 Master Condominium Instruments or Master Association rules.

Article 4 Meetings of Owners

4.1 Annual Meetings. The first annual meeting of the Owners shall be called by the President upon request of the Declarant and shall be held within twelve (12) months following the date the Master Declaration is recorded in the Fulton County, Georgia land records. Each subsequent regular annual meeting of the Owners shall be held on the same day of the same month of each year thereafter unless otherwise provided by the Board of Directors; provided, however, such meeting shall be called not less frequently than annually. If the day for the annual meeting of the Owners is a legal holiday, the meeting will be held on the first day following which is not a legal holiday. At the annual meeting, comprehensive reports of the affairs, finances, and budget projections of the Master Association shall be made to the Master Unit Owners in attendance. The annual meeting may be held simultaneously with a meeting of the Board of Directors.

4.2 Special Meetings. Special meetings of the Owners may be called at any time by the President of the Master Association, the Board of Directors, or upon written request of an Owner. 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 Owners shall be given by, or at the direction of, the Secretary or other person authorized to call the meeting at least twenty-one (21) days in advance of any annual or regularly scheduled meeting, and at least (7) seven 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 Master Association for inclusion in the minutes or filing with the Master Association's records, waive notice of any meeting of the members, either before or after such meeting. Attendance at a meeting by an Owner, whether in person, by representative, or represented by proxy, shall be deemed waiver by such Owner of notice of the time, date, and place thereof unless such Owner specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a 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 Owners who are entitled to notice of the meeting. Beginning at least two (2) business days after notice is given of the meeting for which the list was prepared, the list of Owners shall be available for inspection: (1) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided 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 Master 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 Master Association makes the list available on an electronic network, the Master Association may take reasonable steps to ensure that such information is available only to members of the Master 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 Owners and/or proxies entitled to cast at least a majority of the votes in the Master Association shall constitute a quorum for any action except as otherwise expressly provided in the Georgia Condominium Act or in the Master 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 Owners 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 Owners of record as of the new record date. Owners whose voting rights have been suspended pursuant to the Master Declaration or these Master Bylaws shall not be counted toward the quorum requirement.

4.7 Proxies. 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. Every proxy shall be revocable and shall automatically cease upon: (a) receipt of notice by the Secretary of the death or judicially declared incompetence of a member; (b) receipt by the Secretary or other officer or agent authorized to tabulate votes of written revocation signed by the member; (c) receipt by the Secretary or other officer or agent authorized to tabulate votes of a subsequent appointment form signed by the member; (d) attendance by the member and voting in person at any meeting; or (e) the expiration of eleven (11) months from the date of the proxy appointment form. 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 Owners 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 Georgia Condominium Act, the Master Declaration or these Master Bylaws, all actions of the Master Association shall be by the Owners entitled to cast at least two-thirds (2/3) of the total eligible Master Association vote. During such time as the Declarant has the right to appoint and remove the officers and directors of the Master Association, no decision or resolution duly adopted by the Owners 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 Owners 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 Roberts Rules of Order shall govern the conduct of all meetings of the Owners when not in conflict with the Georgia Condominium Act, the Master Declaration or these Master Bylaws.

4.11 Action in Lieu of Meeting. In the Board's discretion, any action that may be taken by the Master 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 Owner entitled to vote on the matter.

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

(b) 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 Master Association's records. No consent in writing or by electronic transmission signed pursuant to the Georgia Nonprofit Corporation Code shall be valid unless: (1) the consenting member has been furnished the same material that, pursuant to the Georgia Nonprofit Corporation Code, would have been required to be sent to Owners in a notice of a meeting at which the proposed action would have been submitted to the Owners 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 Owner signs a consent. Such action shall be approved when the Secretary receives a sufficient number of consents dated within seventy (70) days of the record date for such action. If an action of the Owners is approved by consent in writing or by electronic transmission hereunder, the Board shall issue written notice of such approval to all Owners who did not sign written consents. Membership approval shall be effective ten (10) days after written notice is issued; provided, however, if the consent is to an amendment to the Master Declaration or Master 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 Owners entitled to notice of and to vote at any meeting of Owners or any adjournment thereof, or to make a determination of Owners for any other purpose, such date to be not more than seventy (70) days before the date on which the particular action requiring such determination of Owners is to be taken.

Article 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 Master Association as provided in the Master Declaration.

5.2 Number and Qualifications. During the period that the Declarant has the right to appoint and remove the officers and directors of the Master Association as provided above, the Board of Directors shall consist of one (1) to three (3) directors as determined by Declarant in writing from time to time. Following expiration of the period of the Declarant's right to appoint and remove the officers and directors of the Master Association, the Board of Directors of the Master Association shall be composed of not less than three (3) directors. The actual number of directors shall be equal to the number of Subassociations formed to govern the Subcondominiums established within the Master Condominium. The Voting Delegate of each Subassociation shall serve as the ex-officio director of the Master Association representing such Subcondominium and no election shall be necessary.

5.3 Annual Organization Meeting. A meeting of the Board of Directors shall be held within ten (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.

5.4 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 electronic transmission at least three (3) days prior to the date of such meeting. Notice of the regular schedule shall constitute sufficient notice of such meetings.

5.5 Special Meetings. Special meetings of the Board of Directors may be called by the President on two (2) days' notice to every director given by mail, in person, by telephone, or by electronic 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 (2) votes at such meetings.

5.6 Waiver of Notice; Action without Meeting. Any director may, at any time, in writing or by electronic transmission signed by the director entitled to the notice and delivered to the Master Association for inclusion in the minutes or filing with the Master 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. 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 at least two-thirds (2/3) 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 two-thirds (2/3) of the directors, and be delivered to the Master Association for inclusion in the minutes for filing with the Master 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.

5.7 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 two-thirds (2/3) of the votes of the Board of Directors shall be a quorum at any Board of Directors meeting; and directors holding at least two-thirds (2/3) of the votes present and voting shall bind the Board of Directors and the Master 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.

5.8 Powers and Duties. The Board of Directors shall have the powers and duties necessary for administration of the affairs of the Master Association. In exercising its powers and duties, the Board of Directors shall take as its standard the maintenance of the general character of the Master 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 Master Declaration, and these Master Bylaws and shall include without limitation powers and duties to:

- (a) Operate, care for, maintain, repair and replace the Area of Common Responsibility and, to the extent provided in the Master Declaration, the Master Units, and employ personnel necessary or desirable therefor;
- (b) Determine common expenses of the Master Association;
- (c) Collect assessments from the Owners;
- (d) Adopt and amend rules and regulations covering the details of the operation and use of the Master Condominium;
- (e) Open bank accounts on behalf of the Master Association and designate the signatories required therefor;
- (f) Manage, control and otherwise deal with the Common Elements and other portions of the Master Condominium;

(g) Purchase, lease or otherwise acquire Subunits offered for sale or lease or surrendered by a Subunit owner to the Master Association;

(h) Own, sell, lease, encumber, and otherwise deal in, Subunits owned by the Master Association;

(i) Obtain and maintain insurance for the Master Condominium as provided in the Master Declaration;

(j) Make additions and improvements to and alterations of the Common Elements and other portions of the Master Condominium;

(k) Make repairs to and restoration of the Master Condominium or portions thereof 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 Master 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) Enforce by any legal or equitable remedies available all obligations of the Master Unit Owners and Subunit owners to the Master Association and Subassociations pursuant to any applicable Subdeclaration. Such enforcement power shall include, without limitation, the right to levy fines against Master Unit Owners and Subunit owners for default of any provision of the Master Declaration 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;

(n) Appoint accountants for the Master Association;

(o) Employ a manager or managing agent for the Master Association;

(p) Conduct litigation on behalf of the Master Association;

(q) Make contracts in connection with the exercise of any of the powers and duties of the Board of Directors;

(r) Prepare and adopt an annual budget, in which there shall be established the contribution of each Owner; and

(s) Take all other actions the Board of Directors deems necessary or proper for the sound management of the Master Condominium and fulfillment of the terms and provisions of the Georgia Condominium Act and the Master 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 Master Association.

5.9 Borrowing. The Board of Directors shall have the power to borrow money without the approval of the members of the Master Association; provided, however, the Board shall obtain membership approval in the same manner as for special assessments in the event that the total amount of such borrowing exceeds or would exceed the greater of Ten Thousand and No/100 Dollars (\$10,000.00) or ten percent (10%) of the then-current annual budget for the Master Association.

5.10 Fining Procedure. A fine shall not be imposed (a late charge shall not constitute a fine) unless and until the following procedure is followed:

(a) Written notice shall be delivered by personal delivery at the Subunit or first-class or certified mail sent to the address of the Owner or Subunit owner shown on the Master Association's records, specifying:

(1) the nature of the violation, the fine to be imposed and the date, not less than ten (10) days or, in the event of an unapproved sign, twenty-four (24) hours, from the date of the notice, that the fine will take effect;

(2) that the violator may, within ten (10) days from the date of the notice or, in the event of an unapproved sign, twenty-four (24) hours from the date of the notice, request a hearing before the Board regarding the fine imposed;

(3) the name, address and telephone numbers of a person to contact to request a hearing;

(4) that any statements, evidence, and witnesses may be produced at the hearing; and

(5) that all rights to have the fine reconsidered are waived if a hearing is not requested within ten (10) days of the date of the notice or, in the event of an unapproved sign, twenty-four (24) hours from the date of the notice.

(b) If a hearing is requested, 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. Except for the display of unapproved signs, the fine shall run from the date that a decision is made by the Board at the conclusion of the hearing or such later date as the Board may determine. With respect to fines resulting from the display of an unapproved sign, if the Board does not decide to remove the fine for the violation after the hearing, the fine shall run from the date which is twenty-four (24) hours after notice of the violation was provided pursuant to this Section.

Article 6
Officers

6.1 Designation. The principal officers of the Master Association shall be the President, Secretary and Treasurer, all of whom shall be appointed by the Declarant for such time as provided in the Master 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 expiration of the period of the Declarant's right to appoint and remove the officers and directors of the Master Association, the officers of the Master 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 various offices may be held by the same person.

6.5 President. The President shall be the chief executive of the Master 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 Master 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 and shall be responsible for authenticating records of the Master Association. 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 Master 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 Master 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 Master Association for acting as such, but shall be entitled to reimbursement from the Master Association as a common expense for reasonable out-of-pocket disbursements made in the performance of official duties.

Article 7 Miscellaneous

7.1 Liability and Indemnification of Officers and Directors. To the extent allowed by the Nonprofit Code, the Master 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 Master 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 Master Association, and the Master Association, to the extent allowed by the Nonprofit Code, shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Master 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. The Master Association shall keep such books and records as required by law and shall make the same available for inspection by any Owner, any institutional holder of a first mortgage on a Master Unit, and their respective agents and attorneys, for any proper purpose at any reasonable time.

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

7.4 Fiscal Year. The fiscal year of the Master 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 Master Declaration and these Master Bylaws, the Master Association and its officers, directors and members, 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 in its sole discretion.

7.6 Amendment. Except where a higher vote is required for action under any other provisions of these Master Bylaws, the Master Declaration or by the Act, in which case such higher vote shall be necessary to amend such provision, these Master Bylaws may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of Voting Delegates to which at least two-thirds (2/3) of the votes in the Master Association pertain; provided however, during such time as the Declarant has the right to appoint the officers and directors of the Master Association pursuant to Section 44-3-101 of the Act, the agreement shall be that of the Declarant and Voting Delegates to which at least two-thirds (2/3) of the votes in the Master Association pertain, exclusive of any vote or votes appurtenant to any Master Unit or Master Units then owned by the Declarant. Notwithstanding anything herein or in the Act to the contrary, during the Development Period, no amendment to these Master Bylaws shall be effective unless and until approved in writing by the Declarant.

Notwithstanding the foregoing, the Master Association, acting through the Board of Directors and without any further consent or action on the part of the members, may amend these Master Bylaws for those specific purposes permitted under Georgia law; provided however, during the Development Period, no such amendment shall be effective unless and until approved in writing by the Declarant.

Notice of any meeting at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. Any Owner may evidence consent to any amendment in writing without the necessity of a meeting or to supplement votes received at a meeting. The consent of the requisite number of Owners to any amendment shall be evidenced in accordance with Section 44-3-93 of the Act. No amendment shall be effective until filed for record in the office of the Clerk of Superior Court of DeKalb County, Georgia.