

BY-LAWS  
OF  
STEEPLECHASE CONDOMINIUM ASSOCIATION, INC.

ARTICLE I.

NAME, LOCATION, MEMBERSHIP, APPLICABILITY

Section 1.01 Name. The name of this Association shall be STEEPLECHASE CONDOMINIUM ASSOCIATION, INC. (hereinafter referred to as the "Association"), a Georgia nonprofit corporation.

Section 1.02 Registered Office and Agent. The Association shall maintain a registered office and shall have a registered agent whose business office is identical with such registered office. The Association may have offices at such place or places within reasonable proximity to the Condominium as the Board of Directors may from time to time designate.

Section 1.03 Applicability. These By-Laws provide for the self-government of the Condominium Units in the Condominium known as Maple Walk, a Condominium in accordance with and subject to the provisions of the Articles of Incorporation, the Georgia Condominium Act, the Georgia Nonprofit Corporation Code and that certain Declaration of Condominium for Steeplechase, a Condominium recorded in Deed Book 9450, Page 229, Fulton County, Georgia Records.

Section 1.04 Definitions. Unless the context otherwise requires, the terms used in these By-Laws, the Declaration and the Articles of Incorporation shall have the following meanings:

(a) Act shall mean the Georgia Condominium Act, Ga. Laws 1975, No. 463; Official Code of Ga. Ann. Sections 44-3-70 et seq., as such act has been or may be amended.

(b) Association shall mean Steeplechase Condominium Association, Inc. and its successors.

(c) Board or Board of Directors shall mean the governing body of the Association.

(d) Condominium shall mean all that property submitted to the Act and located in Land Lots 1248 and 1249 of the 2nd District, 2nd Section of Fulton County, Georgia, as more particularly described in Exhibit "A" to the Declaration or as described in any Amendment thereto.

(e) Declaration shall mean that document filed of record in Deed Book \_\_\_\_\_, Page \_\_\_\_\_ et seq., in the Office of the Clerk of the Superior Court of Fulton County, Georgia for the purpose of submitting the condominium to the Act together with any amendment thereto.

(f) 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 for such purpose of fee title.

(g) Person shall mean any individual, corporation, firm association, partnership or other legal entity.

(h) Unit shall mean that portion of the condominium intended for individual ownership and use as described in the Declaration.

Other terms shall have their natural meanings or the meanings given in the Declaration, the Act, or the Georgia Non-Profit Corporation Code.

## ARTICLE II

### MEMBERSHIP AND VOTING RIGHTS

Section 2.01 Membership. Every person who is the record owner of a fee or undivided fee interest in any Condominium Unit shall be a member of the Association, excluding persons who hold such interest under a mortgage. If a Condominium Unit is owned by more than one person and if only one of those persons is present at a meeting of the Association, that person shall be entitled to cast the vote appertaining to that Condominium Unit; provided, however, if more than one of those persons is present, the vote appertaining thereto shall be cast only in accordance with their unanimous agreement, and such consent shall be conclusively presumed if any one of them purports to cast the vote appertaining to that Condominium Unit without protest being made forthwith by any of the others to the person presiding over the meeting.

Section 2.02 Voting Rights. The Association shall have one class of voting membership which shall consist of all Owners, including Declarant. Such Owners shall be entitled to one vote for each Condominium Unit in which they hold the interest required for membership by Section 2.01 of these By-Laws; provided, however, that no vote shall be deemed to appertain to any Condominium Unit during the period that the Owner thereof is the Association. The vote attributable to a Condominium Unit shall be exercised as a whole. When more than one person or a person other than a natural person owns such interest in any Condominium Unit, the vote therefor shall be exercised in accordance with the provisions of Section 2.01 of these By-Laws. The vote of any Unit Owner not a natural person or persons shall be cast pursuant to a proxy or proxies duly executed by or on behalf of the Unit Owner.

Section 2.03 Suspension of Voting Rights. During any period in which the Owner of a Condominium Unit shall be in default for more than thirty (30) days in the payment of any annual or special assessment or other charge levied by the Association, after at least

ten (10) days prior written notice to such Owner of such default, the voting rights of such Condominium Unit may be suspended by the Board of Directors until such assessment or charge has been paid. Such rights may also be suspended for a reasonable period for a violation of any provisions of the Declaration, these By-Laws or any of the published rules and regulations of the Association.

### ARTICLE III

#### MEETINGS, QUORUM, VOTING, PROXIES

Section 3.01 Place of Meeting. Membership meetings of the Association shall be held at the Condominium or at such other suitable place convenient to the members as may be designated in the notice thereof by the Board of Directors.

Section 3.02 Annual Meeting. Annual meetings of the membership of the Association shall be held on the last Monday in November of each year if not a legal holiday; and, if such is a legal holiday, then on the next following day not a legal holiday. Notwithstanding the foregoing, the Board of Directors may cause the annual meeting of Unit Owners to be on such other date in any year as they shall determine to be in the best interests of the Association, and any business transacted at said meeting shall have the same validity as if transacted on the day designated herein. At the annual meeting, comprehensive reports of the affairs, finances and budget projections of the Association shall be made to the Unit Owners.

Section 3.03 Special Meetings. The Secretary of the Association shall be required to call a special meeting of the members as directed by the President of the Association or upon the resolution of a majority of the Board of Directors or a petition signed by Unit Owners entitled to cast at least one-half (1/2) of the votes of the Association presented to the Secretary of the Association.

Section 3.04 Notice of Meetings. It shall be the duty of the Secretary of the Association to mail a notice of each annual or special membership meeting, stating the purpose thereof as well as the date, time and place where it is to be held. Such notice shall be delivered personally or sent by United States Mail, postage prepaid, to all Unit Owners of record at such address or addresses as any of them may have designated, or if no address has been so designated, at the address of their respective Units. Except as may be otherwise required by law, notice shall be given to each Unit Owner at least twenty-one (21) days in advance of any annual or regularly scheduled meeting, and at least seven (7) days in advance of any other meeting. The mailing of a notice in the manner provided in this Section 3.04 shall be considered notice given. Upon request, any institutional holder of a first mortgage shall be entitled to written notice of all meetings and shall be permitted to designate a representative to attend and observe any such meeting. Any Unit Owner (or any mortgagee

of any Unit Owner entitled to notice) may waive the notice of the meeting by doing so in writing before or after the meeting. Attendance at a meeting, either in person or by proxy, shall of itself constitute a waiver of notice and waiver of any and all objections to the place or time of the meeting or the manner in which it has been called or convened, unless a member or other person entitled to notice attends such meeting solely for the purpose of stating, at the beginning of the meeting, any such objection or objections to the transaction of business. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to lack of notice is raised before the business, or which proper notice was not given, is put to a vote. A recitation in the minutes of any membership meeting that notice of such meeting was properly given shall be prima facie evidence that such notice was so given.

Section 3.05 Order of Business. The order of business at all annual membership meetings shall be as follows:

- a. Roll call and certification of proxies.
- b. Proof of notice of meeting or waiver of notice.
- c. Reading of minutes of preceding meeting.
- d. Reports of officers, if any.
- e. Reports of committees, if any.
- f. Election or appointment of inspectors of election.
- g. Election of directors.
- h. Unfinished business.
- i. New business.

Section 3.06 Quorum. At all membership meetings, annual or special, a quorum shall be deemed present throughout any meeting until adjourned if Unit Owners entitled to cast a majority of the votes of the Association are present in person or by proxy at the beginning of such meeting. For purposes of these By-Laws, "majority" shall mean more than fifty percent (50%). For purposes of these By-Laws, any Unit Owner who is not a natural person shall be deemed to be in attendance at the meeting if the Unit Owner is present by proxy or if an officer, director, partner, other principal or an employee of the Unit Owner is present, whether or not said person holds a valid proxy for the purpose of voting as set forth in Section 2.02 of these By-Laws. No Unit Owner whose voting rights have been suspended pursuant to Section 2.03 of these By-Laws shall be counted for a quorum.

Section 3.07 Adjourned Meetings. Any meeting of the membership which cannot be organized because a quorum has not attended may be adjourned from time to time by the vote of a majority of the Unit Owners present in person or represented by proxy. When any membership meeting, either annual or special, is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Except as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at any adjourned meeting, other than by an announce-

ment at the meeting at which such adjournment is taken.

Section 3.08 Proxy. The vote of any Unit Owner may, be cast pursuant to a proxy or proxies duly executed by or on behalf of the Unit Owner, delivered to the Secretary of the Association. No such proxy shall be revocable except by written notice delivered to the Secretary of the Association by the Unit Owner or by any of such persons. Any proxy shall be void if it is not dated or if it purports to be revocable without notice as aforesaid. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. The transfer of title to any Condominium Unit shall void any outstanding proxy pertaining to the voting rights appurtenant to that Condominium Unit. The presence of any Unit Owner at the meeting for which a proxy is given shall automatically revoke the proxy. The proxy of a Unit Owner who is not a natural person will not be revoked by the mere presence of any person whose presence without a proxy would cause the Unit Owner to be deemed in attendance at the meeting.

Section 3.09 Action Taken by Association. Except as otherwise provided by the Georgia Condominium Act or by the Declaration or these By-Laws, any action taken at any meeting of members shall be effective and valid if taken or authorized by not less than a majority of all of the votes taken thereon to which all of the members present in person or by proxy at a duly constituted meeting shall be entitled. In the event of any tie vote at any regular, special, or adjourned meeting of the Association, the President, or the Vice President in the absence of the President, shall cast a separate vote to break the tie, unless otherwise provided in these By-Laws.

Section 3.10 Action by Association Without Meeting. Any action which may be taken at a meeting of the members may be taken without a meeting if written approval and consent, setting forth the action authorized, shall be signed by each of the members entitled to vote on the date on which the last such member signs such approval and consent and upon the filing of such approval and consent with the Secretary of the Association. Such approval and consent so filed shall have the same effect as the unanimous vote of the members at a special meeting called for the purpose of considering the action authorized.

#### ARTICLE IV.

##### BOARD OF DIRECTORS, NUMBER, POWERS, MEETINGS

Section 4.01 Number. The affairs of the Association shall be governed by a Board of Directors composed of from three (3) to five (5) persons; except as otherwise provided herein, each Director shall serve for a term of two (2) years. Directors, other than Directors appointed by Declarant, must be Unit Owners or spouses of Unit Owners in the Condominium at all times during their service as Directors; provided, however, that no Unit Owner and his or her spouse may serve

on the Board at the same time; and provided, further, that the term "Unit Owner", for purposes of this Section 4.01 and Section 5.01 hereof, shall be deemed to include, without limitation, any shareholder, director, officer, partner in, or trustee of any person which is, either alone or in conjunction with any other person or persons, a Unit Owner. Any individual who would not be eligible to serve as a member of the Board of Directors were he not a shareholder, director, officer, partner in, or trustee of such a person, shall be deemed to have disqualified himself from continuing in office if he ceases to have any such affiliation with that person.

Section 4.02 Powers and Duties. The Board of Directors shall have the powers and duties necessary to administer the affairs of the Association, including, but not necessarily limited to, those powers and duties specifically assigned to the Board of Directors in the Georgia Condominium Act, the Declaration, the Articles of Incorporation and these By-Laws.

Section 4.03 Other Duties. The Board of Directors shall exercise such duties and responsibilities as shall be incumbent upon it by law and the Declaration, together with such other duties and responsibilities as it may deem necessary or appropriate in the exercise of its powers. In addition to other duties which the Board of Directors may have, it shall be responsible for the following matters:

- a. Maintenance, repair, renovation, restoration, replacement, care, upkeep and surveillance of the common elements, areas and facilities, and other portions of the Condominium to be maintained by the Association;
- b. Levy and collection of assessments levied by the Association in accordance with the annual budget as hereinafter set forth;
- c. Designation and dismissal of the personnel necessary for the maintenance and operation of the common elements and facilities;
- d. Subject to the provisions of the Declaration, the promulgation of rules and regulations governing the use and enjoyment of the common elements.

Section 4.04 Preparation of Annual Budget. It shall be the duty of the Board at least thirty (30) days prior to the Association's annual meeting to prepare a budget covering the estimated costs of operating the condominium during the coming year, capital improvements, and a reasonable reserve for operating funds, repairs, contingencies, capital expenditures, and other appropriate purposes. The Board shall cause the budget and the assessments to be levied against each unit for the following year to be delivered to

each member at least fifteen (15) days prior to the meeting. The budget and the assessment shall become effective unless disapproved at the annual meeting by a vote of a majority of the total association membership. Notwithstanding the foregoing, however, in the event that the membership disapproves the proposed budget or the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the current year shall continue for the succeeding year.

Section 4.05 Management. Subject to the provisions of the Georgia Condominium Act and the Declaration, the Board of Directors may employ for the Association a management agent under such terms, compensation, and duties as the Board may, in its sole discretion, authorize.

Section 4.06 Election of Directors and Term of Office. Declarant, pursuant to the Declaration, shall, for the period of time specified therein, have the right to appoint and remove at the pleasure of the Declarant any member or members of the Board of Directors or officers of the Association until such right shall be relinquished by Declarant or until such right shall otherwise terminate as provided by the Declaration. Upon the termination of Declarant's right to appoint and remove members of the Board of Directors and officers, Declarant shall then give at least seven (7) days' written notice to each member of a special meeting, to be held not more than thirty (30) days after the date of such termination, to elect a new Board of Directors. In the event of the failure of Declarant to call said special meeting within the period provided above, the other Unit Owners may call such special meeting in accordance with the provisions of Section 3.03 of these By-Laws. Assuming that three directors are to be elected, such meeting the members shall elect two (2) Directors for a term of two (2) years each, and one (1) Director for a term of one (1) year; provided, however, that the Directors elected at such meeting shall also serve for that portion of a year between the commencement of their terms and the first annual meeting following such meeting so that their respective terms shall expire at the time of an annual meeting. If more than three directors are to be elected, at the meeting the number of directors elected alternately for two year and one year terms shall be divided as evenly as possible. At the second annual meeting following said special meeting, and at each subsequent annual meeting, the members shall elect, in accordance with the procedures hereinafter set forth in Section 4.06, Directors to succeed to the office of all Directors whose terms have expired at the time of such meeting for a term of two (2) years each. Except in the case of death, resignation, disqualification, or removal, each Director elected by the members shall serve until the annual meeting at which his term expires and until his successor has been duly chosen and qualified.

Section 4.07 Procedure for Election. Persons may be nominated for election to the Board of Directors by a nominating committee appointed by the incumbent Board of Directors prior to the

annual meeting and by nominations made from the floor at the meeting for such election. Election to the Board of Directors shall be by secret written ballot, unless dispensed by unanimous consent, and at such election members or their proxies may cast, with respect to each vacancy, the votes appurtenant to their respective Condominium Units as provided in the Declaration; cumulative voting shall not apply. The procedure for the election of the Board of Directors shall be as follows: at the meeting of the Association at which Directors are to be elected, nominations shall be accepted for not less than the number of positions to be filled by the Board of Directors; upon the closing of such nominations, each Owner entitled to vote shall cast the ballot with respect to his respective Condominium Unit by listing thereon the names of nominees only for the number of positions to be filled, together with the residence number of such Condominium Unit; and the persons receiving the greatest number of votes shall be elected to fill the vacancies on the Board of Directors. In the event of a tie vote as to any one or more positions, one or more subsequent votes shall be taken in similar manner but only with respect to the position or positions to be filled and the nominees therefor who, on the preceding ballot received such tie vote. In the event that the number of persons nominated equals the number of vacancies on the Board of Directors, such persons shall be elected by acclamation. Notwithstanding the foregoing, at the special meeting called by Declarant pursuant to Section 4.06, the persons receiving the greatest number of votes shall be elected to two year terms, and the person or persons receiving the next greatest number of votes shall be elected to a one year term. If the Directors are elected by acclamation, each Owner entitled to vote shall cast a ballot only by writing thereon the names of the persons thus elected whom such person wishes to serve for terms of two years; the ballots shall then be collected and tallied whereupon the persons receiving the greatest number of votes shall serve two year terms, and the person or persons receiving the next greatest number of votes shall serve a one year term.

Section 4.08 Removal or Resignation. Subject to the right of Declarant to remove Directors appointed by Declarant for any reason whatsoever, at any regular or special membership meeting of the Association duly called, any one or more of the Directors may be removed with or without cause by a majority vote of the total authorized vote of the Unit Owners in the Condominium, and a successor shall be elected at such meeting by the Unit Owners to fill the vacancy thus created. Any Director whose removal has been proposed by any Unit Owner or Owners shall be given an opportunity to be heard at the meeting. Any Director may resign at any time by giving written notice to the members of the Board of Directors. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The sale of a Condominium Unit by a Director or termination of his interest in a Condominium Unit shall automatically terminate his directorship. Subject to the right of Declarant to appoint and remove Directors during the period specified in the Declaration, vacancies in the Board of Directors caused by any reason



other than the removal of a Director by a vote of the Unit Owners shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, and each person so elected shall serve until a successor is elected and qualified at the next annual meeting of the Unit Owners.

Section 4.09 Officers, Agents, or Employees of Declarant. With respect to Condominium Units owned by Declarant, Declarant may appoint any of its officers, agents, or employees to act for Declarant as a member, Director, or officer of the Association. Notwithstanding any other provision of these By-Laws to the contrary, with respect to the Directors and officers appointed by Declarant, Declarant may, at any time, replace any such Director or officer by another officer, agent or employee of Declarant.

Section 4.10 Fees and Compensation. No fee or compensation shall be paid by the Association to Directors for their services as Directors unless such fee or compensation is first fixed by a resolution adopted by a majority vote of the total authorized vote of the Unit Owners; provided, however, that during the period of Declarant's control pursuant to the Declaration, Declarant shall not be entitled to vote in favor of such a resolution.

Section 4.11 Organizational Meeting. The first and organizational meeting of each Board of Directors shall be held without other notice than this By-Law immediately after, and at the same place as, the meeting of the Unit Owners at which such Board of Directors or certain members of the Board of Directors have been elected.

Section 4.12 Regular Meetings. The Board of Directors may provide, by resolution, the time and place for the holding of regular meetings, in addition to the organizational meeting, without notice other than such resolution. The Board of Directors shall keep minutes of its meetings and full account of its transactions.

Section 4.13 Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board on three (3) days' notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors may also be called by the Secretary of the Association in like manner and on like notice on the written request of at least a majority of the Directors. Unless otherwise agreed by a majority of the Directors, the place of any such special meeting shall be at the Unit of the Chairman or such other location as designated by the Chairman.

Section 4.14 Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice of such meeting and waiver of any

and all objections to the place or time of the meeting or the manner in which it has been called or convened, except when a Director states, at the beginning of the meeting, any such objection or objections to the transaction of business.

Section 4.15 Entry of Notice. Whenever any Director has been absent from any special meeting of the Board of Directors, an entry in the minutes to the effect that notice has been duly given shall be conclusive and incontrovertible evidence that due notice of such special meeting was given such Director, as required by law and the By-Laws of the Association.

Section 4.16 Board of Directors Quorum. At all meetings of the Board of Directors, a majority of the Directors then in office shall constitute a quorum for the transaction of business.

Section 4.17 Action Taken by Directors. Except as otherwise provided in the Declaration and these By-Laws or by law, every act or decision by a majority of the Directors present in person or by proxy at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. In the event of any tie vote at a time when more than two Directors are present, the President, or Vice President in the absence of the President, shall cast a separate vote to break the tie.

Section 4.18 Action Without Formal Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors or any Committee appointed by the Board of Directors may be taken without a meeting if written consent, setting forth the action so taken, shall be signed by all members of the Board of Directors or of such Committee, as the case may be, and such written consent is filed with the minutes of the proceedings of the Board or Committee. Such consent shall have the same force and effect as a unanimous vote by the Board of Directors or by such Committee, as may be applicable.

Section 4.19 Committees. There shall be such committees as the Board shall determine with the powers and duties that the Board shall authorize. Unless otherwise provided in the resolution creating the committee, the chairperson of each committee shall be a member of the Board.

## ARTICLE V.

### OFFICERS

Section 5.01 Enumeration of Officers. The officers of the Association shall be a President and Vice President, who shall be members of the Board of Directors, a Secretary, a Treasurer, and such other officers as the Board may from time to time by resolution create. Each officer must be eligible to be a Director as established in Section 4.01 of these By-Laws.

Section 5.02 Election. The Board of Directors shall elect the officers of the Association at each organizational meeting thereof. The Board of Directors at any time and from time to time may appoint such other officers as it shall deem necessary, including one (1) or more Assistant Secretaries or Assistant Treasurers, who shall hold their offices for such terms as shall be determined by the Board of Directors and shall exercise such powers and perform such duties as are specified by these By-Laws or as shall be determined from time to time by the Board of Directors. Any person may hold two (2) or more offices, except that no person may hold the office of President and Secretary simultaneously.

Section 5.03 Compensation. No fee or compensation shall be paid by the Association to any officer for his services as an officer unless such fee or compensation is first fixed by a resolution adopted by a majority vote of the total authorized vote of the Unit Owners; provided, however, that during the period of Declarant's control pursuant to the Declaration, Declarant shall not be entitled to vote in favor of such a resolution.

Section 5.04 Term. Each officer of this Association shall be elected at the time of each organizational meeting of the Board of Directors, and each shall hold office until the next organizational meeting of the Board and until his successor is duly elected and qualified, or until his earlier resignation, death, removal or other disqualification. Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby. The sale of his Condominium Unit by an officer or a termination of his interest in a Condominium Unit shall automatically terminate his term as an officer.

Section 5.05 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5.06 President. The President shall be a Director and shall be Chairman of the Board of Directors. The President shall be the chief executive officer of the Association and, subject to the control of the Board of Directors, shall in general manage, supervise, and control all of the business and affairs of the Association and perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time. He shall, when present, preside at all membership meetings. He may sign, with the Secretary or any other proper officer of the Association authorized by the Board of Directors, any contracts, deeds, notes, mortgages, bonds, policies of insurance, checks, or other instruments which the Board of Directors has authorized to be executed, except in cases where signing or execution thereof shall be expressly delegated by the Declaration or these By-Laws or by the Board of Directors to some other officer or agent of the Association, or shall be required by law to be otherwise signed or executed.

Section 5.07 Vice-Presidents. In the absence of the President, or in the event of his death or inability or refusal to act, the Vice-President (or in the event there be more than one (1) Vice-President, the Vice-Presidents in the order designated at the time of their election, or in the absence of any designation, in the order of election) shall perform the duties of the President and, when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President may perform such duties as shall from time to time be assigned to him by the Board of Directors.

Section 5.08 Secretary. The Secretary shall: (a) attend and keep the minutes of meetings of the members, of the Board of Directors and of any committees having any of the authority of the Board of Directors in one (1) or more books provided for that purpose; (b) see that all notices are duly given in accordance with the Declaration, the provisions of these By-Laws, or as required by law; (c) be custodian of the Association records; and (d) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the Board of Directors.

Section 5.09 Treasurer. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the Association, receive and give receipts for monies due and payable to the Association from any source whatsoever, and deposit all monies in the name of the Association in such banks, trust companies, or other depositories as shall be from time to time, selected by the Board of Directors; (b) authorize vouchers and sign checks for all monies due and payable by the Association; (c) promptly render to the President and to the Board of Directors an account of the financial condition of the Association whenever requested; and (d) in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the Board of Directors.

Section 5.10 Assistant Secretaries and Assistant Treasurers. The Assistant Secretaries and Treasurers, in general, shall perform such duties as shall be assigned by the Secretary or Treasurer, respectively, or by the Board of Directors.

## ARTICLE VI

### FISCAL MATTERS AND BOOKS AND RECORDS

Section 6.01 Fidelity Bonds. The Board of Directors may require that any contractor or employee of the Association handling or responsible for Association funds shall furnish an adequate fidelity bond. The premium for any such bond shall be paid by the Association from the common expense fund.

Section 6.02 Books and Records Kept by Association. The Association shall keep detailed, complete and accurate financial

records, including itemized records of all receipts and disbursements, shall keep detailed minutes of the proceedings of all meetings of the members and of the Board of Directors and committees having any of the authority of the Board of Directors, and shall keep such other books and records as may be required by law or necessary to reflect accurately the affairs and activities of the Association. The Association shall keep at the office of the Association a record giving the names and addresses of the Directors, of all members of the Association and of the holders of all mortgages on the Condominium Units, which shall be furnished by each Owner pursuant to Section 6.10 of these By-Laws.

Section 6.03 Inspection. The books, records and papers of the Association shall at all times during reasonable business hours be subject to inspection by any member or his agent or attorney for any proper purpose. True and correct copies of the Articles of Incorporation of the Association, these By-Laws, the Declaration, all rules and regulations of the Association and all condominium instruments, with all amendments thereto, shall be maintained at the principal and the registered offices of the Association and at the sales office of Declarant so long as Declarant has the right to appoint and remove the members of the Board of Directors and officers of the Association pursuant to the Declaration, and copies thereof shall be furnished to any Unit Owner on request on payment of a reasonable charge therefor.

Section 6.04 Contracts. The Board of Directors may authorize any officer or officers, or agent or agents of the Association, in addition to the officers so authorized by the Declaration and these By-Laws, to enter into any contract or execute and deliver any instrument in the name of, or on behalf of, the Association, and such authority may be general or confined to specific instances.

Section 6.05 Checks, Drafts, etc. All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association, shall be signed by such officer or officers, or agent or agents of the Association, and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer and countersigned by the President or Vice-President of the Association.

Section 6.06 Deposits. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board of Directors may select.

Section 6.07 Gifts. The Board of Directors may accept, on behalf of the Association, any contribution, gift, bequest or devise for the general purposes, or for any special purpose, of the Association.

Section 6.08 Fiscal Year. The fiscal year of the Association shall be the calendar year.

Section 6.09 Annual Statements. Not later than four months after the close of each fiscal year, and in any case prior to the next annual meeting of members, the Board of Directors shall prepare or cause to be prepared (a) a balance sheet showing in reasonable detail the financial condition of the Association as of the close of its fiscal year and (b) an income and expense statement showing the results of its operations during its fiscal year. Upon receipt of written request, the Treasurer promptly shall mail to any members copies of the most recent such balance sheet and income and expense statement.

Section 6.10 Notices. A Unit Owner who mortgages his Condominium Unit, or executes and delivers, or assumes or purchases his Condominium Unit subject to any mortgage which shall be or become a lien on his Condominium Unit, shall notify the Secretary of the Association of the name and address of the holder of any such mortgage. The Association shall furnish such information as any such mortgagee may request respecting defaults of the Unit Owner under the Act, the Declaration, or the By-Laws, taxes, or other information concerning such Condominium Unit or as may be provided by the Declaration. Each Unit Owner shall be obligated to furnish to the Secretary of the Association, the address, if other than the Owner's Unit, to which any notice or demand to the Owner under the Declaration, these By-Laws or the Act is to be given, and if no address other than such Unit shall have been designated, all such notices and demands shall be mailed or delivered to such Unit.

## ARTICLE VII

### INSURANCE

Section 7.01 Types of Coverage. The Association shall maintain in effect at all times as a common expense the types of insurance coverage required by Section 39 of the Act (O.C.G.A. §44-3-107), any workmen's compensation or other insurance required by law, and such other insurance as the Board may from time to time deem appropriate.

Section 7.02 Casualty Insurance. The casualty insurance policy affording fire and extended coverage insurance as required by Section 39 of the Act shall be written in the name of the Association as trustee for the benefit of the Unit Owners, their respective mortgagees, and any other persons having an interest in the Condominium Unit, as their interests may appear. The Board shall review or cause to be reviewed at least every two (2) years the amount of insurance in effect, taking into account the value and replacement cost of the improvements, and the Board may engage appraisers, cost estimators or others it deems appropriate in connection

therewith. The policy shall insure the entire structure, including both common elements and units, but it shall not include any improvements or betterments made by a unit owner or any personal property or fixtures of a Unit Owner. Each Unit Owner shall have the right to obtain his own separate insurance at his own expense for improvements, betterments, fixtures and personal property.

Section 7.03 Policy Provisions. The Board shall consider and endeavor to obtain casualty insurance on the following terms and conditions if the Board considers them advisable:

(a) The insurer shall waive its right of subrogation against the Association, the Board of Directors, any directors or officers of the Association, any managing agent or other agent or employees of the Association, all Unit Owners, and all other persons entitled to occupying the Unit or other portions of the Condominium.

(b) The policy shall not be cancelled, invalidated, or suspended on account of the conduct of any person listed in item (a) above without a prior demand in writing delivered to the Association to cure the defect and the allowance of reasonable time thereafter within which to cure such defect.

(c) Any "no other insurance" provision in the policy shall expressly exclude the individual owners' policies from its operation.

(d) The policy shall include a mortgagee's clause for the benefit of all mortgagees of condominium units.

(e) The policy shall not be cancelled or materially altered with respect to any mortgagee for the nonpayment of premium or otherwise until the mortgagee has given thirty (30) days prior written notice of such cancellation or material alteration.

(f) The policy shall include a waiver of any co-insurance provisions.

(g) The policy shall include an agreed value endorsement.

(h) The policy shall include a waiver of the insurer's right to repair or reconstruct instead of paying cash.

(i) The policy shall include a deductible amount per occurrence not in excess of \$1,000.

(j) The insurer shall provide appropriate certificates to each Unit Owner and each mortgagee, together with duplicate originals of the policies and proof of payment of the premiums.

(k) The insurer shall be financially sound and responsible and qualified to do business in the State of Georgia.

Section 7.04 Repair and Restoration. In the event of any damage to or destruction of the Condominium, the decision to repair or restore shall be made as provided in the condominium instruments and Section 7 of the Act (O.C.G.A. §44-3-94). If the decision is made not to repair or restore the damage or destruction, then the Association shall cause the damaged or destroyed area to be restored to a clean, safe and attractive condition, to the extent that such use of insurance proceeds is not deemed by a first mortgagee of any Unit a priority over any rights granted in its mortgage, and the balance of the insurance proceeds, after deducting the cost of collection thereof and the cost of restoring the area, shall be allocated among and distributed for the benefit of the appropriate Unit Owners and to their mortgagees, if any. If the decision is made to repair or restore the damage or destruction, the same shall be done promptly by the Association in a business-like manner in accordance with appropriate procedures for the construction of and payment for the improvements. If the cost of repairing or restoring any damage exceeds the insurance proceeds available for such purposes, then, notwithstanding the provisions of Section 7 of the Act to the contrary, any excess funds required shall be a common expense shared by all the Unit Owners rather than an individual expense to be borne entirely by the Owner of the Unit which was damaged or destroyed. The Board may engage a bank, trust company or other institution of appropriate financial standing to act as an insurance trustee to receive, hold and disburse insurance proceeds pursuant thereto.

## ARTICLE VIII

### MISCELLANEOUS

Section 8.01 Parliamentary Rules. Unless waived by majority vote of the Unit Owners in attendance in person or by proxy at any duly called membership meeting, or unless waived by a majority of the Directors present at any duly called meeting of the Board of Directors, Roberts' Rules of Order (latest edition) shall govern the conduct of the proceedings of such meeting when not in conflict with Georgia law, the Declaration, or these By-Laws.

Section 8.02 Conflicts. If there are conflicts or inconsistencies between the provisions of Georgia law or the Declaration and these By-Laws, the provisions of Georgia law and the Declaration, in that order, shall prevail.

Section 8.03 Amendment. The Articles of Incorporation and these By-Laws may be amended, at a regular or special meeting of the members duly called and held for such purpose, pursuant to a resolution adopting a proposed amendment proposed by the Board of Directors. Such resolution must be approved by members to which at least two-thirds (2/3rds) of the votes which members present at such meeting in person or by proxy are entitled to cast; provided, however,



that during such period that Declarant shall have the right to appoint and remove members of the Board of Directors and officers of the Association pursuant to the Declaration or the unexpired option to add the Additional Property (as defined in the Declaration) to the Condominium, such resolution must be approved by Declarant and by two-thirds (2/3rds) of the votes which members present at such meeting in person or by proxy are entitled to cast, exclusive of any vote or votes appurtenant to any Condominium Unit or Units then owned by Declarant. Notwithstanding the foregoing, any amendment to these By-Laws which would alter, modify or rescind any right or privilege herein expressly granted to the holder of any mortgage affecting any Condominium Unit shall require the prior written approval of such holder.

Section 8.04 Indemnification. Each Director and officer of the Association who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, by reason of the fact that he is or was a Director or officer of the Association, shall be indemnified by the Association against those expenses and costs which are allowed by the laws of the State of Georgia and which are actually and reasonably incurred by him in connection with such action, suit or proceeding. Such indemnification shall be made only in accordance with the laws of the State of Georgia and subject to the conditions prescribed therein. To the extent obtainable, the Association shall maintain insurance on behalf of Directors and officers of the Association against all liabilities asserted against and incurred by any such person in such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify such Directors and officers against such liabilities under the laws of the State of Georgia.

Section 8.05 Agreements. Subject to the provisions of the Declaration and the Georgia Condominium Act, all agreements and determinations lawfully authorized by the Board of Directors of the Association shall be binding upon all Unit Owners, their heirs, legal representatives, successors, assigns or others having an interest in the Condominium, and in performing its responsibilities hereunder, the Association, through the Board of Directors, shall have the authority to delegate to such persons of its choice, such duties of the Association as may be determined by the Board of Directors. In furtherance of the foregoing and not in limitation thereof, unless Declarant, so long as Declarant has the right to appoint and remove members of the Board of Directors and officers of the Association, shall agree in writing that the same shall not be required, a professional manager shall be employed for the administration and operation of the Condominium. Any management agreement for the Condominium shall be terminable without payment of any termination fee by the Association or the manager with cause upon not more than thirty (30) days' written notice and without cause upon not more than ninety (90) days' written notice, and the term of any such agreement may not exceed one year, renewable by agreement of the parties for successive one year periods. During the term of such management agreement, the manager may, if authorized by the Board of Directors, exercise all of the powers and shall be responsible for the per-

formance of all the duties of the Association, excepting any of those powers and duties specifically and exclusively reserved to the Directors, officers or members of the Association by the Act, the Declaration or these By-Laws. The manager shall be bonded in such amount as the Board of Directors may require. All expenses incident to the employment of a manager, including the cost of acquiring any such bond, shall be common expenses payable from the common expense fund.

Section 8.06 Severability. Invalidation of any covenant, condition, restriction, provision, sentence, clause, phrase or word of these By-Laws, or the application thereof in any circumstances, shall not affect the validity of the remaining portions thereof and of the application thereof, which shall remain in full force and effect.

Section 8.07 Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Section 8.08 Headings and Captions. The articles and section headings and captions are for convenience and reference only and in no way define or limit the scope and content of these By-Laws or in any way affect the provisions hereof.

DECLARATION OF CONDOMINIUM  
FOR  
STEEPLECHASE, A CONDOMINIUM

THIS DECLARATION, made this 2nd day of April, 1985, by Walter W. Luce and Associates, Inc., a Georgia corporation, and National Property Management & Investments, Inc., a Georgia corporation (hereinafter collectively referred to as "Declarant");

W I T N E S S E T H :

WHEREAS, Declarant owns the real property and improvements thereon located in Fulton County, Georgia, and more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference (the "Property") in fee simple and desires to submit the Property to the provisions of the Georgia Condominium Act and to the provisions of this Declaration;

NOW, THEREFORE, Declarant hereby declares that the Property is hereby submitted and made subject to the form of ownership set forth in the Georgia Condominium Act, and the Property is hereby made subject to this Declaration. By virtue of the recording of this Declaration, said property shall be owned, held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the provisions of the Georgia Condominium Act and this Declaration, and every grantee of any interest in said property, by acceptance of a deed or other conveyance of such interest, whether or not such deed or other conveyance of such interest shall be signed by such person and whether or not such person shall otherwise consent in writing, shall take subject to the provisions of the Georgia Condominium Act and this Declaration and shall be deemed to have assented to the same.

ARTICLE I

STATUTORY PROVISIONS AND DEFINITIONS

1. Statutory Provisions. This Declaration is made pursuant to the Georgia Condominium Act, Georgia Laws 1975, No. 463, pages 609-671, Official Code of Ga. Ann. §544-3-70 et seq. (1982), as the same may heretofore or hereafter be supplemented, amended or modified (the "Act").

2. Definitions. Words used in this Declaration, which are defined in the Act, shall have the same meaning as set forth therein, unless the context shall prohibit or otherwise require or unless such words are otherwise defined by this Declaration. When used in this Declaration, unless the context shall prohibit or otherwise require, the following words shall have the following meanings, whether or not capitalized, and all definitions shall be applicable to the singular and plural forms of such terms:

(a) "Additional Property" shall mean and refer to the real property described on Exhibit "B" attached hereto and incorporated herein by this reference.

(b) "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of Steeplechase Condominium Association, Inc.

(c) "Association" shall mean and refer to Steeplechase Condominium Association, Inc., a nonprofit Georgia corporation, its successors and assigns.

(d) "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association, which is the governing body of the Association.

(e) "The By-Laws of Steeplechase Condominium Association, Inc." or "the By-Laws" shall mean and refer to those by-laws governing the administration and operation of the Association.

(f) "Common Elements" shall mean and refer to all portions of the Property other than the Condominium Units.

(g) "Common Expenses" shall mean and refer to all expenditures lawfully made or incurred by or on behalf of the Association, together with all funds lawfully assessed for the creation or maintenance of reserves, pursuant to the provisions of the Act or this Declaration.

(h) "Condominium" shall mean and refer to the Property and all improvements located thereon submitted to the Act by the condominium instruments and known as Steeplechase, A Condominium.

(i) "Condominium Unit" or "Unit" shall mean and refer to a portion of the Condominium intended for independent ownership and use, being a residential dwelling depicted on the Site Plan and the Plans and having the boundaries described herein, provided that if the context otherwise requires, the terms herein defined shall also be deemed to include the undivided interest in the common elements appurtenant thereto.

(j) "Declarant" shall mean and refer to the owner of the Property who has executed this Declaration, or any successor in title thereto who comes to stand in the same relation to the Condominium as such owner, including any owner of any portion of the Additional Property which is submitted to the Declaration but is acquired before said property is submitted to the Declaration. From the time of the recordation of any amendment to this Declaration adding any portion of the Additional Property, all persons who execute such Amendment or on whose behalf that amendment is executed, excluding any person who executes the amendment only as mortgagee of the Additional Property, shall also come within this definition. Any successor in title or any owner referred to in this subparagraph (j) who comes to stand in the same relation to the Condominium as his predecessor did shall also come within this definition.

(k) "Declaration" shall mean and refer to this document and all amendments hereof made in accordance with this Declaration and the Act.

(l) "Director" shall mean and refer to a member of the Board of Directors.

(m) "Majority" shall, unless otherwise specifically stated, mean and refer to more than fifty percent (50%) of the eligible vote, owners, directors, or other group as the context may require. Except as otherwise specifically stated, a "majority vote" shall mean votes by more than fifty percent (50%) of the voters present in person or by proxy.

(n) "Mortgage" shall mean and refer to a mortgage, deed to secure debt, deed of trust or other instrument conveying a lien upon or security title to a Condominium Unit or any portion of the Property.

(o) "Mortgages" shall mean and refer to the holder of a mortgage.

(p) "Officer" shall mean and refer to an officer of the Association.

(q) "Owner" or "Unit Owner" shall mean and refer to one or more persons, including Declarant, who or which owns fee simple title to any Condominium Unit, excluding, however, those persons having such an interest under a mortgage.

(r) "Person" shall mean and refer to a natural person, corporation, partnership, association, trust or other legal entity, or any combination thereof.

(s) "Plans" shall mean and refer to the Unit Floor Plans for Steeplechase bearing the certificate of Richard J. Debban, Georgia Registered Architect and revised through March 26, 1985, which depict the dimensions of the Units and are filed for record, together with this Declaration, on the records of Fulton County, Georgia, and shall include any revisions thereof as may be filed for record on the records of Fulton County, Georgia, from time to time.

(t) "Record" or "file for record" shall mean and refer to filing for record with the Clerk of Superior Court of Fulton County, Georgia.

(u) "Survey" shall mean and refer to that certain Boundary Survey for Steeplechase, a Condominium, Phase I, dated March 28, 1985, and prepared by Robert E. Hoxlbeck, Registered Land Surveyor, filed for record, together with this Declaration, on the condominium plat records of Fulton County, Georgia, and shall include any revisions thereof as may be filed for record on the records of Fulton County, Georgia, from time to time.

(v) "Vote" shall mean and refer to the vote in the Association to which each Unit Owner shall be entitled.

## ARTICLE II

### DESCRIPTION OF CONDOMINIUM

1. Property Submitted to Declaration. The Condominium is comprised of the Property, including the improvements located thereon. The general area and location of the Units and other improvements on the Property and the dimensions of the Units are shown on the Survey and on the Plans, recorded together with this Declaration on the records of Fulton County, Georgia. Declarant shall have the right but not the obligation, so long as Declarant owns any Condominium Unit or has the unexpired option to add the Additional Property or any portion thereof to the Condominium, to make improvements and changes to all parts of the common elements and the Units owned by Declarant (other than changes to the location of Unit boundaries), including without limitation renovation and installation of and changes to utility systems and facilities, rearrangement and installation of security and refuse facilities, and work relating to building exteriors; provided, however, Declarant shall have no obligation to construct or complete any improvements on the Additional Property.
2. Unit Information. The ownership of each Condominium Unit shall include an equal undivided interest in the common elements and shall be entitled to an equal share of common profits. Each condominium Unit shall bear an equal share of the common expenses. The undivided percentage or fraction of interest in the common elements appurtenant to each Condominium Unit shall be reallocated upon each submission of units located upon the Additional Property, as described in paragraph 5 of this Article II, but shall not otherwise be altered except as expressly provided by the Act. Each Condominium Unit shall have an equal vote in the Association. A Unit Owner shall automatically be a member of the Association and shall remain a member thereof until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically pass to his successor in title.
3. Limited Common Elements. The limited common elements with respect to each Unit are shown on the Survey or the Plans and consist of any patio, balcony or deck to which such Unit has direct access. The limited common elements shall also include any exterior stairway, entrance walkway and landing to which such Unit has direct access, together with any enclosure thereof. Any fence, wall or railing enclosing such stairway, entrance walkway, landing, patio, balcony or deck shall also be a limited common element assigned to the Unit to which such stairway, entrance walkway, landing, patio, balcony or deck is assigned as a limited common element. Limited common elements shall not be construed or interpreted to be separate and apart from the common elements in general, being limited only with respect to the reserved use thereof to the Unit or Units served thereby. No other common elements may be assigned as limited common elements.
4. Unit Boundaries. Each Unit shall include all the space within the boundaries thereof, and the boundaries of a Unit shall be as set forth in Exhibit "C". Units shall not be subdivided, and unless the relocation thereof is accomplished in strict accordance

with the provisions of the Act and with the consent of Declarant, so long as Declarant owns a Condominium Unit, boundaries between adjoining Units shall remain as established in accordance with the Plans and shall not be relocated.

5. Development of Additional Property. Declarant hereby reserves an option to submit the Additional Property or any portion or portions thereof to the provisions of this Declaration, at any time or from time to time, and make those additions part of the Condominium. The only conditions and limitations on exercising such option are as follows:

(a) The option may be exercised for a period of seven (7) years from the date of the filing of this Declaration on the records of Fulton County, Georgia. Declarant may terminate such option as to all or any portion of the Additional Property at any time prior to the expiration of such seven (7) year period by executing and filing an instrument on the records of Fulton County, Georgia, evidencing such termination. No other circumstances will terminate such option. Neither Declarant nor the owner of the Additional Property shall be obligated to add the Additional Property or any portion thereof.

(b) The Additional Property may be added as a whole or in separate parcels as may be determined by Declarant.

(c) If all of the Additional Property is added to the Condominium, a maximum number of 106 Units may be added to the Condominium, so that the total number of Units does not exceed (110). The maximum average number of units per acre that may be created on any portion of the Additional Property added to the Condominium is 44 units (although if all of the Additional Property and the maximum number of units are added, the overall density of the Condominium shall not exceed 10.1 units per acre).

(d) If improvements are made to any portion of the Additional Property which is added to the Condominium, the improvements to be made thereon shall be limited to residential dwellings, driveways, patios, terraces, walkways, parking areas, recreational facilities, utility systems, and drainage areas and facilities.

(e) If any portion of the Additional Property is added to the Condominium, there are no limitations with respect to the location of the Units or of any other improvements that may be constructed thereon.

(f) Units located on any portion of the Additional Property will be restricted exclusively to residential use.

(g) No assurances are made that any Units or other structures which may be developed on the Additional Property will be compatible with the Units located on the Property in terms of quality of construction, the principal materials to be used, and architectural style, or that any Units or other structures which may be developed on the Additional Property will be substantially identical to the Units located on the Property.

(h) Declarant reserves the right, and no limitation is placed on the right, to assign limited common elements within the Additional Property.

(i) Upon the addition of any Unit or Units located on the Additional Property, the percentage of liability for Common Expenses and percentage of ownership of the common elements allocated to each Unit within the Condominium shall be reallocated so that each Unit within the Condominium shall have an equal percentage of undivided interest in the common elements and an equal percentage of liability for common expenses. Each Unit shall have an equal vote in the Association.

The option to submit Additional Property must be exercised in accordance with this Declaration and the Act. Should the option or any extension thereof permitted by the Act expire while all or any portion of the Additional Property is not a part of the Condominium, neither the Declarant nor any subsequent owner of the Additional Property shall be obligated to impose on the remaining Additional Property any covenants, conditions or restrictions the same as or similar to those contained herein or to develop the Additional Property in accordance with such covenants, conditions or restrictions.

### ARTICLE III

#### EASEMENTS

The easements described by this Article III from each Unit Owner to each other Unit Owner and to the Association and Declarant are hereby reserved and established.

1. Use and Enjoyment. Every Unit Owner, his family, tenants and guests, shall have a right and easement of use and enjoyment in and to the common elements (including the right of access, ingress and egress to and from his Unit over those portions of the Property designated for such purpose), subject to the following provisions and limitations: the right of the Association to control the use and enjoyment thereof as provided by the terms of this Declaration, which shall include but not be limited to the right of the Association to limit the use and enjoyment thereof to the Unit Owners and their respective families, tenants and guests; the right of the Association to limit the number of guests of Unit Owners; and the right of the Association to suspend the voting rights of a Unit Owner, in accordance with the By-Laws for any period of time during which an assessment against his Condominium Unit remains unpaid, or for a reasonable time for infraction of any provision of this Declaration, the By-Laws or its published rules and regulation.

2. Structural Support. Every portion of a Unit or the common elements which contributes to the structural support of another Unit or the common elements shall be burdened with an easement of structural support. No Unit Owner shall be permitted to demolish his Unit except to the extent that such demolition may be required to repair or rebuild the Unit when the same has been partially or totally destroyed.



3. Encroachments. If any chimney, flue, exhaust or other ventilating structure servicing any Unit passes through or encroaches upon any other Unit, a valid easement for the encroachment and for the maintenance, replacement and repair thereof shall exist. If any portion of the common elements encroaches upon any Unit, or if any Unit encroaches upon any other Unit or upon any portion of the common elements, as a result of the construction, reconstruction, repair, renovation, restoration, shifting, settlement or movement of any portion of the Condominium, a valid easement for the encroachment and for the maintenance, repair and replacement thereof shall exist so long as the encroachment exists. In the event that any building, any Unit, any adjoining Unit, or any adjoining portion of the common elements shall be partially or totally damaged or destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then repaired or reconstructed, encroachments of portions of the common elements upon any Unit, or of any Unit upon any other Unit or upon any portion of the common elements, due to such repair or reconstruction, shall be permitted, and valid easements for such encroachments and the maintenance, repair and replacement thereof shall exist.

4. Rights of Association. There shall be a general easement to the Association, its directors, officers, agents and employees (including, but not limited to any manager employed by the Association) to enter upon the Property or any portion thereof and to take access through the Units for the installation, maintenance, repair and replacement thereof and for the purpose of performing their respective duties. Each Unit Owner shall afford to other Unit Owners and to the Association, their respective agents, representatives and employees, such access through such Owner's Unit as may be reasonably necessary to enable them to exercise and discharge their respective powers and responsibilities. Except in the event of emergencies, such easements are to be exercised only during normal business hours and then whenever practicable, only upon advance notice to and with the permission of the Unit Owner or occupant of a Unit directly affected thereby. The Board of Directors of the Association shall have the power to grant and accept easements over and through the Property and over and through property adjoining the Property, as may be applicable, for the installation, maintenance, repair and replacement of utilities and for other public purposes consistent with the intended use of the common elements.

5. Rights of Declarant. Declarant and its duly authorized agents, representatives and employees shall have an easement for the maintenance of signs, a sales office, a business office, and model Units on the Property, together with such other facilities and activities as in the opinion of Declarant may be reasonably required, convenient or incidental to the completion, renovation, improvement, development or sale of the Condominium Units or the Additional Property. Declarant shall have a transferable easement on and over the common elements for the purpose of making contemplated improvements on the Property or the Additional Property, and

for the purposes of doing all things reasonably necessary and proper in connection therewith. The easements conferred by this section may not be revoked and shall continue so long as Declarant owns any Unit primarily for the purpose of sale or has an unexpired option to add the Additional Property or any portion thereof to the Condominium.

6. Easements Affecting Additional Property. Whether or not any portion of the Additional Property is submitted to the provisions of this Declaration, an easement for ingress and egress is hereby reserved in favor of the Additional Property over those portions of the Property designated for such purpose. Should any Units or portions thereof encroach on the Additional Property in a manner permitted for encroachments by units on the common elements pursuant to section 3 of this Article or pursuant to the Act, or should encroachments for repair, reconstruction, or otherwise as set out in section 3 be required, an easement for such encroachments upon the Additional Property is hereby granted.

7. Easement Rights Concerning Use of Recreation Facilities.

(a) Although Declarant has no obligation either to submit the Additional Property to this Declaration or to construct recreational facilities on any of the Additional Property which is submitted to this Declaration, and should recreational facilities be constructed on property submitted to this Declaration, subject to compliance with the provisions of this Section 7, the unit owners in any condominium located in whole or in part on any portion of the Adjacent Property as defined in Exhibit "D" attached hereto and incorporated herein by this reference, shall have an easement and right of use and enjoyment of any recreational facilities constructed on the Additional Property and submitted to this Declaration, as well as an easement over the common elements for pedestrian access to the recreational facilities. The easement hereby granted to the unit owners shall not include the right to drive or park any vehicles over any portion of the Condominium. The easement in this Section 7 shall only become effective and operational if Declarant, or a specific assignee of Declarant's rights under this section, files a declaration or declarations submitting the Adjacent Property to the Georgia Condominium Act and includes within said declaration or declarations a specific acceptance of both the rights and obligations set forth in this Section 7.

(b) The projected and actual costs and expenses relating to the facilities, including, without limitation, water, electricity, cleaning and maintenance services, capital reserves, and insurance premiums, are referred to herein as the "Recreational Expenses". The Board of Directors shall, in establishing the Association annual budget prior to the beginning of the Association's fiscal year, separate the Recreational Expenses from the costs and expenses relating to the rest of the Condominium. To the extent that the Association cannot obtain separate bills for any

item included within the Recreational Expenses, the Board shall use its best good faith efforts to make reasonable estimates of the portion of the Condominium expenses which are attributable to the recreation facilities and shall include such items in the Recreational Expenses. At least thirty (30) days prior to the beginning of such fiscal year, the Board shall deliver notice of the Recreational Expenses so established to the Board(s) of Directors of the other condominium associations entitled hereby to use the recreational facilities. The Recreational Expenses and any special assessments relating to the recreational facilities shall be allocated among the associations on an "equal amount per Unit" basis.

(c) Each association shall pay its proportionate share of the Recreational Expenses and any special assessments relating to the recreational facilities which are levied by the Board of Directors during the fiscal year and shall also agree to be responsible for its members' compliance with the rules and regulations governing the use of the recreational facilities and to pay any fines assessed against its members for violation of such rules and regulations and the cost of any damage to the recreational facilities caused by any of its members. Each association in which the recreational facilities are not located shall pay one-twelfth of its portion of the Recreational Expenses to the Association on the first day of each month and shall pay its portion of any special assessment in such manner as the Board of Directors shall designate. Any fine or other charge assessed against an association because of the conduct of one of its members shall be payable within thirty (30) days after written notice thereof from the Association is delivered to the board of directors of such other association. There shall be a ten percent (10%) late charge on any amount payable hereunder which is more than fifteen (15) days delinquent. In the event of non-payment of any sums due for Recreational Expenses, from any other association, the Board of Directors shall have the right, upon ten (10) days written notice to the other association, to suspend the easement rights granted in this Section 7 until full payment of all sums due hereunder, including late charges.

#### ARTICLE IV

##### MAINTENANCE AND REPAIR

1. Association. Except as may be herein otherwise specifically provided, the responsibility of the Association with respect to maintenance, repair and replacement shall be to maintain, repair and replace all portions of the common elements. Such responsibility for the common elements shall include all limited common elements appurtenant to Units, except that the Association shall not be responsible for the cleaning of stairway, entrance walkway, landing, patio, balcony or deck areas which are limited

common elements assigned to particular Units or for any equipment or terminals for transmission of cable television service located in individual Units. Except as may be otherwise provided by the Act, the Association shall not be liable for injury or damage to a person or property caused by the elements or by any Unit Owner, or any other person, or resulting from any utility, rain, snow or ice which may leak or flow from any portion of the common elements or from any pipe, drain, conduit, appliance or equipment the responsibility for the maintenance of which is that of the Association, nor shall the Association be liable to any Unit Owner for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the common elements. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority. With respect to the Units, the Association shall be responsible for maintaining, repairing and replacing the exterior finish of the entry doors of the units.

2. Unit Owner. The responsibility of the Unit Owner with respect to maintenance and repair shall be to maintain, repair and replace all portions of his Unit, except those portions, if any, which are to be maintained, repaired or replaced by the Association. The responsibility of the Unit Owner shall include the maintenance, repair and replacement of all fixtures, equipment and appliances, including without limitation portions of the heating system serving his Unit or located within the boundaries thereof, and all chutes, flues, ducts, conduits, wires, pipes or other apparatus located within the boundaries of such Owner's Unit or deemed to be a part thereof as provided by Exhibit "C" hereto. The responsibility of the Unit Owner shall also include the maintenance of any stairway, entrance walkway, landing, patio, balcony or deck assigned to the Unit as a limited common element in a neat and clean condition, and the maintenance, repair and replacement of the windows, screens and doors (but excluding the exterior finish of the entry door) which are a part of the Unit. Each Unit Owner shall also be responsible for performing his responsibilities in such manner so as not to unreasonably disturb other persons in other Units. Each Unit Owner shall promptly report to the Association or its agent any defect or need for repairs, the responsibility for the remedying of which is that of the Association. The Association shall have the right but not the obligation to make any repair or replacement or to do any cleaning or maintenance, which is the responsibility of the Unit

Owner, but which responsibility the Unit Owner fails or refuses to discharge, and in such event such Unit Owner shall be obligated to pay for the cost incurred by the Association for such work. Each Unit Owner shall also be obligated to pay for the cost of repairing, replacing, or cleaning any item which, although the responsibility of the Association, is necessitated by reason of the willful or negligent act of such Unit Owner, his family, tenants or guests, and such cost shall be added to and become part of the assessment or portion thereof next coming due to which the Unit Owner is subject.

#### ARTICLE V

##### ASSESSMENTS

1. Creation of Lien and Personal Obligation. Each Owner of any Condominium Unit covenants and agrees to pay to the Association annual and special assessments or charges provided by this Declaration. All such assessments and other charges shall, from the time they become due and payable, be a charge against and continuing lien upon the Condominium Unit in favor of the Association and for the benefit of all Unit Owners. Each assessment or charge shall also be the personal obligation of the Unit Owner. No Unit Owner may waive or otherwise escape liability for such assessments by non-use of the common elements or abandonment of his Condominium Unit; provided, however, that the Board may determine to reduce the amount of an assessment against an individual Unit by the portion of the assessment collected, to cover the costs of providing a particular service to the Unit if, and only if (i) the service is provided to the Unit through the Association, (ii) the Association pays or assesses the costs thereof on a per unit or a usage basis, (iii) the Unit is not utilizing the service, and (iv) the Association is not required to pay for service to the Unit during the time the service is not utilized. Each Unit Owner shall be liable for each assessment coming due while he is a Unit Owner, and any subsequent owner of the Unit shall be jointly and severally liable for any assessment or portion thereof as may be due and payable at the time of conveyance to the subsequent owner. The rights of any subsequent Owner to recover from the prior Owner any amounts due by the prior Owner and paid by the subsequent Owner shall not be prejudiced. In the event that the holder of a mortgage of record or other person acquires title to any Condominium Unit as a result of foreclosure of a first priority or secondary purchase money mortgage, such purchaser at the foreclosure sale, his or its successors, successors in title and assigns, shall not be liable for, nor shall such Condominium Unit be subject to a lien for, any assessment or charge hereunder chargeable to such Condominium Unit on account of any period prior to such acquisition of title; provided, however, that such unpaid share of an assessment or assessments shall be deemed to be common expenses collectible from the Owners of all Units, including the Unit acquired at the foreclosure sale.

2. Allocation of Liabilities for Common Expenses.

(a) General Assessments. The amount of all common expenses not specially assessed pursuant to the provisions of this Declaration, less the amount of all undistributed and unreserved common profits, shall be assessed against the Condominium Units in the manner set forth in Article II, Section 2 of this Declaration. The annual assessment payable by the Unit Owners shall be levied by the Board of Directors. During the year commencing with the first day of the month of the effective date of this Declaration, the annual assessment applicable to each Condominium Unit shall be as set forth in the budget for the Condominium delivered to each purchaser of a Condominium Unit. Not later than thirty (30) days before the end of each such fiscal year, the Board of Directors of the Association shall prepare and submit in writing to the Unit Owners an estimated budget of the common expenses for each ensuing fiscal year, together with notice of the amount of the annual assessment based on such budget payable by each Unit Owner during the new fiscal year. If the estimated budget proves inadequate for any reason, then the Board of Directors may levy at any time a further assessment against the Unit Owners and notify the Unit Owners accordingly. If for any reason an annual budget is not made as required hereby, a payment in the amount required by the last prior assessment shall be due on the first day of each month until changed by a new assessment. Common expenses may include, but shall not necessarily be limited to, the following:

(i) management fees and expenses of administration, including management, legal and accounting fees;

(ii) utility charges for utilities serving the common elements and charges for other common services;

(iii) the cost of any master or blanket policies of insurance purchased for the benefit of all Unit Owners and the Association as required by this Declaration, including fire and other hazard coverage, public liability coverage, and such other insurance coverage as the Board of Directors determines to be in the interests of the Association and the Unit Owners;

(iv) the expense of maintenance, operation and repair of the common elements as well as any maintenance upon the Units which is the responsibility of the Association under the provisions of Article IV, if such expense is not covered by a special assessment;

(v) charges for any utilities provided to the Units and not separately metered;

(vi) such other charges as may be determined from time to time by the Board of Directors of the Association to be common expenses, including without limitation taxes and governmental charges such as sanitary taxes not separately assessed against each Condominium Unit, other than ad valorem real property taxes; and

(vii) the establishment and maintenance of a reasonable reserve fund or funds for maintenance, repair and replacement of those common elements that must be replaced on a periodic basis and of a reserve to cover operating contingencies or deficiencies arising from unpaid assessments or liens, emergency expenditures and other matters, as may be authorized from time to time by the Board of Directors.

Each Unit Owner shall be obligated to pay such assessments to the Association in equal monthly installments on or before the first day of each month, or in such other reasonable manner as the Board of Directors shall designate. In any year in which there is an excess of assessments and other income over expenditures, such excess shall appertain to the Condominium Units according to their proportionate share of common expenses, and the Board of Directors, by resolution and without the necessity of a vote of the Unit Owners, shall determine either to apply such excess or any portion thereof against and reduce the subsequent year's assessments or to allocate the same to one or more reserve accounts of the Association described above. In the event that the Association acquires title to a Condominium Unit, the Association shall be exempt from all assessments during the period of its ownership thereof.

(b) Special Assessments. Any common expenses occasioned by the conduct of less than all those entitled to occupy all of the Condominium Units or by the licensees or invitees of the

Owner of any such Condominium Unit or Units shall be specially assessed against such Condominium Unit or Units. Any common expenses of the Association benefitting less than all of the Units or significantly disproportionately benefitting all of the Units shall be assessed equitably among the Units so benefitted; provided, however, that no such special or disproportionate allocation may be made by the Association for common expenses intended to be covered by any established reserve fund for periodic maintenance, repair and replacement of common elements for the primary reason that such maintenance, repair or replacement of the common elements of one building in the Condominium is required at a different time from similar work on the common elements of any other building or buildings in the Condominium. The special assessments provided for in this Section shall be levied by the Board of Directors, and the amount and due date(s) of such special assessments so levied shall be as specified by the Board.

3. Special Assessments for Capital Improvements. In addition to the special and general assessments authorized above, and in addition to the special assessments for reconstruction or repair of casualty damage, the Board of Directors may levy special assessments for the purpose of defraying, in whole or in part, the cost of any capital addition to, capital improvement of, or repair or replacement of a portion of the common elements (including the necessary fixtures and personal property related thereto), which is for the benefit of all Unit Owners in the Condominium as a whole. The total amount of the special assessment levied by the Board of Directors under and pursuant to this Section shall not exceed the sum of \$100.00 per Condominium Unit in any one fiscal year unless approved by a majority of the votes of the Unit Owners, voting in person or by proxy, at a meeting duly called and held for such purpose. Unit Owners shall be assessed for special assessments under this Section in the manner set forth in Article II, Section 2 of this Declaration, and the due date(s) of any such special assessments shall be specified by the Board of Directors. Notwithstanding the foregoing, so long as Declarant shall own one or more Condominium Units primarily for the purpose of sale, no special assessment shall be levied against the Unit Owners under and pursuant to the provisions of this Section unless such special assessment shall also be approved by Declarant.

4. Evidence of Payment. Any Unit Owner, mortgagee of a Condominium Unit, person having executed a contract for the purchase of a Unit, or lender considering the loan of funds to be secured by a Condominium Unit, shall be entitled upon request to a statement from the Association or its management agent setting forth the amount of assessments past due and unpaid (with late charges and interest applicable thereto) against that Condominium Unit. Such request shall be in writing, delivered to the registered office of the Association, and shall state an address to which the statement is to be directed. Failure on the part of the Association to mail to such address as may be specified in the written request therefor, or otherwise furnish, such a statement within five (5)

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business days from the receipt of such request shall cause the lien for assessments created by this Article, as to amounts due and payable at the expiration of such five day period, with respect to the Condominium Unit involved, to be extinguished and of no further force or effect as to the title or interest acquired by the purchaser or lender, if any, as the case may be, and their respective successors and assigns, in the transaction contemplated in connection with such request. The information specified in such statement shall be binding upon the Association and every Unit Owner. Payment of a fee of Ten Dollars (\$10.00), which shall accompany such request, shall be required as a prerequisite to the issuance of such a statement.

5. Non-Payment of Assessments: Remedies of Association. If any assessment, or portion thereof, is not paid within five (5) days after the due date, then a late charge, not in excess of the greater of Ten Dollars (\$10.00) or ten percent (10%) of the amount of each delinquent assessment or installment shall also be included in the lien and shall be due and payable to the Association. The lien for assessments shall also include interest at a rate of eight percent (8%) per annum on any assessment, installment or delinquency or late charge from the date such sum was first due and payable. The lien for assessments shall further secure costs of collection, including court costs, the expenses of sale, any expenses required for the protection and preservation of the Unit, and reasonable attorney's fees actually incurred. The lien for assessments shall also include the fair rental value of the Condominium Unit from the time of the institution of suit until the sale of the Unit at foreclosure or until the judgment rendered in such suit is otherwise satisfied. If any delinquent assessment or portion thereof is not paid within ten (10) days after written notice is given to the Unit Owner to make such payment, the entire unpaid balance of the assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full, and foreclosure proceedings may be instituted to enforce such lien. Such notice shall be sent by certified mail, return receipt requested, to the Unit Owner both at the address of the Condominium Unit and at any other address or addresses the Unit Owner may have designated to the Association in writing, specifying the amount of the assessments then due and payable, together with authorized late charges and interest accrued thereon. All actions for the collection of such assessments by suit, judgment and foreclosure of the aforesaid lien shall be brought in the same manner as other liens for the improvement of real property. The Board of Directors, acting on behalf of the Association, shall have the power to bid in the Condominium Unit at any foreclosure sale and to acquire, hold, lease, encumber and convey the same. The lien for assessments shall lapse and be of no further effect as to assessments or installments thereof, together with late charges and interest applicable thereto, first becoming due and payable more than three (3) years prior to the date upon which the notice contemplated herein is given or more than three (3)

years prior to the institution of suit therefor if suit is not instituted within ninety (90) days after the giving of such notice. The Board of Directors of the Association may suspend the voting rights of a Unit Owner during the period in which any assessment or portion thereof remains unpaid and after at least ten (10) days written notice is given to the Unit Owner in the manner aforesaid.

6. Priority of Lien. The lien created by this Article shall be prior and superior to all other liens except only (a) the lien for ad valorem taxes on the Unit, (b) the lien of any first priority mortgage or secondary purchase money mortgage to which the Condominium Unit is subject, and (c) the lien of any mortgage recorded prior to the recording of this Declaration.

#### ARTICLE VI

##### ADMINISTRATION

1. Administration of the Condominium. Subject to the provisions hereinafter set forth in this Section 1, the administration of the Condominium, the maintenance, repair, renovation, replacement and operation of the common elements and those acts required of the Association by the Act, the Georgia Nonprofit Corporation Code, this Declaration, the By-Laws and the Articles of Incorporation (which five items shall hereinafter sometimes be referred to collectively as "the Governing Documents") shall be the responsibility of the Association, and the exercise of the powers and duties of the Association shall be in accordance with the Governing Documents. Notwithstanding any other provision to the contrary contained in this Declaration or in the Articles of Incorporation or the By-Laws of the Association, Declarant shall have the right to appoint or remove any member or members of the Board of Directors or any officer or officers of the Association until such time as the first of the following events to occur: (i) the expiration of five (5) years after the date of the recording of this Declaration, (ii) if Declarant has an unexpired option to add any portion of the Additional Property, the date 120 days after the date as of which Units to which seventy-five (75%) percent of all possible undivided interests appertain (including the potential undivided interests appertaining to all Units which Declarant still has the option to add to the condominium) shall have been conveyed by Declarant to Unit Owners other than a person or persons constituting Declarant, (iii) if no unexpired option remains to add any portion of the Additional Property, the date 120 days after the date as of which Units to which seventy-five (75%) percent of the undivided interests appertain have been conveyed by Declarant to Unit Owners other than a person or persons constituting Declarant; (iv) unless Declarant has an unexpired option to add any portion of the Additional Property, the date as of which Units to which eighty percent (80%) of the undivided interests in the common elements

appertain shall have been conveyed by Declarant to Unit Owners other than a person or persons constituting Declarant, or (v) the surrender by Declarant of the authority to appoint and remove members of the Board of Directors and officers of the Association by an express amendment to this Declaration executed and recorded by Declarant. Upon the expiration of the period of Declarant's right to appoint and remove members of the Board of Directors and officers of the Association, such right shall automatically pass to the Unit Owners, including Declarant if Declarant then owns one or more Condominium Units, and a special meeting of the Association shall be called. At such special meeting the Unit Owners shall elect a Board of Directors and shall undertake the responsibilities of the Association. Every grantee of any interest in the Property, by acceptance of a deed to or other conveyance of such interest, agrees that Declarant shall have such authority to appoint and remove members of the Board of Directors and officers of the Association and vests in Declarant such authority as provided by this Section 1.

2. Duties and Powers. The duties and powers of the Association shall be those set forth in the Governing Documents, together with those reasonably implied to effect the purposes of the Association. Except to the extent otherwise required by the Governing Documents, the powers herein or otherwise granted to the Association may be exercised by the Board of Directors, acting through its officers, without any further consent or action on the part of the Unit Owners. Subject to and in accordance with the provisions and limitations set forth in the By-Laws of the Association, each Director and each officer of the Association shall be entitled to be indemnified by the Association in connection with any threatened, pending or completed action, suit or proceeding with respect to which such person was or is a party by reason of the fact that such person is or was a Director or officer of the Association.

3. Property. All funds received and title of all properties acquired by the Association and the proceeds thereof, after deducting therefrom the costs incurred by the Association in acquiring the same, shall be held for the benefit of the Unit Owners as herein provided and for the purposes herein stated. The shares of the Unit Owners in the funds and assets of the Association cannot be individually assigned, hypothecated or transferred in any manner except as an appurtenance to a Condominium Unit.

4. Rules and Regulations. Reasonable regulations, rules and requirements concerning the use of the Units, appurtenances thereto, and the common elements may be made and amended from time to time by the Board of Directors of the Association, provided that

copies of such regulations, rules and requirements and amendments thereto shall be furnished by the Association to all Unit Owners. Such regulations, rules and requirements shall be binding upon and shall be complied with by the Unit Owners, their families, tenants, guests, invitees and agents, until and unless any such regulation, rule or requirement is specifically overruled and cancelled in a regular or special meeting by the vote of Unit Owners holding a majority of the total votes in the Association. Failure to abide by any such regulation, rule or requirement shall be grounds for an action by the Association and any aggrieved Unit Owner to recover damages or obtain injunctive and equitable relief or both and shall entitle the Association to assess fines as permitted by Section 13 of the Act (O.C.G.A. §44-3-76) and to any other remedies provided by the Act or this Declaration.

#### ARTICLE VII

##### INSURANCE

1. Coverage. The Association shall maintain the insurance required by Section 39 of the Act (O.C.G.A. §44-3-107), by the various provisions of the Declaration and the By-Laws, and such other insurance as the Board of Directors may deem appropriate. Notwithstanding any future change in Section 39 of the Act, such insurance shall at all times include public liability and property damage insurance in such amounts and in such forms as shall be required by the Board of Directors of the Association, but not in amounts less than \$500,000.00 for injury, including death, to a single person, \$1,000,000.00 for injury or injuries, including death, arising out of a single occurrence, and \$50,000.00 property damage, covering the Association, all agents and employees of the Association, all Unit Owners and other persons entitled to occupy any Unit or other portion of the Condominium, and to the extent obtainable, the Board of Directors and officers of the Association. Notwithstanding the provisions of Section 7 of the Act (O.C.G.A. §44-3-94) to the contrary, if any damage to or destruction of any Unit is being repaired, replaced or restored, if the cost thereof exceeds the insurance proceeds attributable thereto, and if the shortfall of insurance proceeds is due to the failure of the policy to insure current full replacement value excluding improvements or betterments made by the Unit Owners, the excess funds required shall be a common expense shared by all Unit Owners rather than an individual expense to be borne entirely by the owner of the Unit which was damaged or destroyed.

2. Mortgages. In the event of substantial damage to or destruction of any Unit or any part of the common elements, the holder of any first mortgage on a Condominium Unit shall be entitled to timely written notice of any such damage or destruction, and no provision of this Declaration or of any other document establishing the Condominium shall entitle the Owner of a Condominium Unit or other party to priority over such holder with respect to the distribution of any insurance proceeds with respect to such Condo-

minium Unit. Any mortgage holder, insurer or guarantor shall be entitled to timely written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

3. Other Insurance. Each Unit Owner may obtain insurance at his own expense, affording coverage upon his personal property, as well as upon any improvements and betterments he may make to his Unit, or as may be required by law. Each Unit Owner acquiring additional separate insurance coverage shall furnish the Association with a copy of each such policy within ten (10) days following acquisition. Insofar as may be permitted by law, each such policy acquired by a Unit Owner shall contain a waiver of subrogation as to any claims against the Association and of any defense based on co-insurance. The Board of Directors may, to the extent permitted by applicable law, require all Unit Owners to carry public liability and personal property damage insurance with respect to their occupancy of their respective Units and to furnish copies or certificates thereof to the Association. No Unit Owner shall be entitled to exercise his right to maintain insurance coverage in such a manner as to diminish or affect any recovery or payment which may be realized under any insurance policy carried by the Association.

#### ARTICLE VIII

##### ARCHITECTURAL CONTROL, USE RESTRICTIONS AND SALE OR LEASING OF UNIT

To assure a community of congenial Owners and thus protect the value of the Condominium Units, the Property, including all improvements comprising a part thereof, shall be subject to the restrictions set forth in this Article VIII and in the rules and regulations of the Association.

1. Approval Required for Changes. To preserve the architectural appearance of the Condominium, no construction of any nature whatsoever shall be commenced or maintained by any Owner other than Declarant with respect to the exterior of any Unit or any other portion of the Condominium, nor shall any exterior addition to or change or alteration therein be made, unless and until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors or by an architectural committee appointed by the Board of Directors. A Unit Owner may make improvements and alterations within his Unit; provided, however, that no Unit Owner shall make any structural alterations in a Unit or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety, soundness or structural integrity of that Unit or any other Unit without first obtaining the written

consent of the Board of Directors and all Unit Owners and mortgagees of the Units affected, nor shall any Unit Owner impair any easement without first obtaining the written consent of the Association and of the Unit Owner or Owners and their mortgagees for whose benefit such easement exists.

2. Residential Purposes. Except for the rights granted Declarant pursuant to Article III, Section 5, all Condominium Units shall be, and the same hereby are, restricted exclusively to residential use, and the occupancy thereof shall be subject to such restrictions as the Board of Directors may establish pursuant to the rules and regulations of the Association.

3. Signs. Except as may be required by legal proceedings, no "For Sale" or "For Rent" signs or other signs or advertising posters of any kind shall be maintained or permitted on any portion of the Property without the express written permission of the Board of Directors of the Association first had and obtained, and the approval of signs and posters shall be upon such conditions as may from time to time be determined by the Board of Directors. Notwithstanding the foregoing, the provisions of this Section 3 shall not apply to any signs maintained on the Property by Declarant, its agents, representatives, or assigns, during the period that Declarant has any Condominium Unit for sale, or to a "For Sale" sign posted by a mortgagee who becomes the Owner of a Condominium Unit as purchaser at a judicial or foreclosure sale conducted with respect to a first mortgage or secondary purchase money mortgage or as transferee pursuant to any proceeding in lieu thereof, subject to reasonable rules and regulations established by the Board of Directors with respect to such "For Sale" sign.

4. Antennas. No antenna or other device for the transmission or reception of television signals, radio signals, or any form of electromagnetic radiation shall be erected, used, or maintained outdoors on any portion of the Property, whether attached to a building or structure or otherwise; provided, however, that Declarant and the Association shall have the right to erect, construct and maintain such devices.

5. Motor Vehicles, Trailers, Boats, etc. Automobiles shall be parked only upon those portions of the common elements designated for such purpose by the Site Plan or by the Board of Directors. The Board of Directors of the Association may prohibit mobile homes, motor homes, truck campers, trailers of any kind, boats, motorcycles, motorized bicycles, motorized go-carts and other such contrivances, or any of them, from being kept, placed, stored, maintained or operated upon any portion of the Property if in the opinion of the Board of Directors such prohibition shall be in the best interests of the Condominium.

6. Nuisances. No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of the Property, except in containers specially designated for such purpose, nor shall any odors be permitted so as to render any portion of the Property unsanitary, unsightly, offensive or detrimental to

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persons using or occupying other portions of the Property. No nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to persons using or occupying other portions of the Property. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on the Property. Any Unit Owner, or his family, servants, agents or guests, who shall dump or place any trash or debris upon any portion of the Property, except in the containers described above, shall be liable to the Association for the actual cost of the removal thereof or the sum of \$25.00, whichever is greater, and the same shall be added to and become part of that portion of any assessment next coming due to which the Unit Owner is subject.

7. Pets. No animals or birds, other than a reasonable number of generally recognized house pets, shall be kept or maintained on any portion of the Property and then only if they are kept or maintained solely as domestic pets and not for commercial purposes. No animal or bird shall be allowed to make an unreasonable amount of noise, or to become a nuisance. No structure for the care, housing or confinement of any animal or bird shall be constructed or maintained outside the Unit boundaries. Upon the written request of any Unit Owner, the Board of Directors of the Association shall conclusively determine whether, in its sole and absolute discretion, for the purposes of this section, a particular animal or bird is a generally recognized house pet, or a nuisance, or whether the number of animals or birds in any Unit is unreasonable.

8. Prohibited Activities. Noxious or offensive activities shall not be carried on in any Unit or in any part of the common elements. Each Unit Owner, his family, visitors, guests, servants and agents, shall refrain from any act or use of his Unit or the common elements which could reasonably cause embarrassment, discomfort, annoyance or nuisance to the occupants of the Units, or which could result in the cancellation of insurance on any Unit or any portion of the common elements, or which would be in violation of any law or governmental code or regulation. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, 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 portion of the Property.

9. Governmental Regulations. All governmental building codes, health regulations, zoning restrictions and the like applicable to the Property shall be observed. In the event of any conflict between any provision of any such governmental code, regulation or restriction and any provision of this Declaration, the more restrictive provision shall apply.

10. Exterior Appearance. To provide a neat, attractive and harmonious appearance throughout the Condominium, no awnings, shades, screens or other item shall be attached to, hung or used on the exterior of any window or door of a Unit or on the exterior of any building without the prior written consent of the Board of Directors or an architectural committee appointed by the Board of Directors. Further, no foil or other reflective material shall be used on any windows for sun screens, blinds, shades or any other purpose. All shades, drapery linings and other window treatments visible from the exterior of a Unit on any window or door shall be white, off-white, or such other color as shall be approved by the board of Directors. Outside clotheslines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed or maintained on any portion of the Property, nor shall any clothing, rugs or any other item be hung on any railing enclosing any stairway, entrance walkway, landing, patio, balcony or deck.

11. Sale Period. Notwithstanding any provisions contained in this Declaration or any amendments of the Declaration to the contrary, during the period while the Declarant owns any Units, whether located on the Property or the Additional Property, primarily for the purpose of sale, it shall be expressly permissible for Declarant, its agents, assigns and representatives, to use the parking facilities on the Property for such purposes and to use the Units owned or leased by Declarant as model Units and as offices for the sale of the Condominium Units and related activities.

12. Sale or Leasing. The following provisions shall apply to sales, leases or subleases of Condominium Units whether pursuant to written contract or oral agreement:

(a) The right of any Unit Owner, including Declarant, to sell, transfer, or convey fee title to the Condominium Unit owned by such Owner shall not be subject to any right of first refusal or any similar restriction in favor of the Association.

(b) No Unit Owner may lease less than his entire Unit, and no lease shall be for a term of less than six (6) months or for a term greater than three (3) years. Any lease shall be expressly subject to the provisions of this Declaration and the By-Laws and rules and regulations of the Association, and rules and regulations adopted by the Board of Directors with respect to leasing may provide for a reasonable limitation on the number of occupants of a Unit. Any failure by the lessee to comply with the terms of such documents shall be a default under the lease, and any lease shall so provide. In the event of such non-compliance by any lessee, the Board of Directors shall have the right to levy an assessment against the Owner of such Condominium Unit for any charge or fine made by the Association incurred as a result of such non-compliance. Every lease shall be in writing, and prior to the commencement of



any lease of a Condominium Unit, the Unit Owner or lessee shall provide the Secretary of the Association and the managing agent of the Association, if any, with the name of the lessee, the term of the lease and a copy of the lease.

(c) Any of the foregoing provisions of this Section 12 which may be construed to the contrary notwithstanding, the initial lease by Declarant of any Condominium Unit owned by Declarant which Unit is being held primarily for sale, the lease by Declarant of any Unit for use as a sales office or model or any other use permitted under Article III, Section 5, or the lease by a mortgagee who becomes the owner of a Condominium Unit at a judicial or foreclosure sale conducted with respect to the mortgage on such Condominium Unit or as transferee pursuant to any proceeding in lieu thereof, so long as such Condominium Unit is owned by such person, or in the case of a Unit owned by Declarant, so long as such Unit is owned primarily for the purpose of sale, shall not be subject to the provisions of this Section 12, except that the occupancy of any Condominium Unit by any lessee of Declarant or such person shall be otherwise subject to the provisions of this Declaration and the By-Laws and rules and regulations of the Association.

(d) Any of the foregoing provisions of this Section 12 notwithstanding, the lease or sublease shall not be subject to the restrictions relating to the term of the lease or the leasing of less than the entire Unit if the lease or sublease is (1) by a joint owner of his or her undivided interest in a Unit to another joint owner of the same Unit, or (2) by an owner occupant of a Unit who subleases a portion of the Unit while continuing to personally occupy the remaining portion of the Unit.

#### ARTICLE IX

##### GENERAL PROVISIONS

1. Amendment. This Declaration and the other condominium instruments may be amended at any time and from time to time by the assent of Unit Owners having at least two-thirds (2/3rds) of the total vote of the Association; provided, however, that during such time as Declarant has the right to appoint and remove members of the Board of Directors and officers of the Association pursuant to Section 1 of Article VI, or has the unexpired option to add the Additional Property or any portion thereof to the Condominium, such amendment shall require the agreement of Declarant; and, in all cases, such amendment shall require the agreement of Unit Owners to which two-thirds (2/3rds) of the votes in the Association appertain, exclusive of any vote or votes appertaining to any Condominium Unit or Units then owned by Declarant. In addition this Declaration may be amended in such respects and in such manner as may be expressly permitted by the provisions of the Act and this Declaration. So long as the same shall not (a) adversely affect the title to any Condominium Unit, (b) change the percentage of undivided ownership interest in and to the common elements of the Condominium

appurtenant to any Condominium Unit, (c) materially alter or change any Unit Owner's right to the use and enjoyment of his Unit or the common elements as set forth in this Declaration, or (d) otherwise make any material change in this Declaration, each Unit Owner, agrees that, if requested to do so, such Unit Owner will consent to the amendment of this Declaration or the other condominium instruments or the By-Laws or Articles of Incorporation of the Association, (i) if such amendment is necessary to bring any provision hereof or thereof into compliance or conformity with, or remove any conflict or inconsistency with, the provisions of any applicable governmental statute, rule, regulation, including without limitation the provisions of the Georgia Condominium Act, or judicial determination which shall be in conflict therewith, (ii) if such amendment is required by the governmental statutes, laws, rules or regulations applicable to or promulgated by a governmental or quasi-governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on any Condominium Unit, or (iii) if any such amendment is necessary to enable any governmental agency to insure mortgage loans on the Condominium Units based on the statutes, laws, rules or regulations applicable to or promulgated by such agency. Except as expressly permitted or required by the Georgia Condominium Act and the provisions of this Declaration, any amendment to this Declaration which would change the boundaries of any Unit, the undivided interest in the common elements, the number of votes in the Association or the liability for common expenses appertaining to any Condominium Unit shall be approved in writing by all Unit Owners and all holders of all mortgages encumbering the Condominium Units. Any provision in this Declaration which may be construed to the contrary notwithstanding, any amendment to this Declaration which would change, alter, modify or rescind any right, title, interest or privilege herein expressly granted to the holder of any mortgage affecting any of the Condominium Units shall require the prior written approval of such holder. Amendments to this Declaration or the other condominium instruments may be proposed by Declarant, by the Board of Directors of the Association, or by petition signed by Unit Owners having at least thirty percent (30%) of the total votes of the Association. Agreement of the required majority of Unit Owners to any amendment of the condominium instruments shall be evidenced by their execution of the amendment, or, in the alternative and provided that Declarant does not then have the right to appoint and remove members of the Board of Directors or officers of the Association, the sworn statement of the President, any Vice President or Secretary of the Association, attached to or incorporated in an amendment executed by the Association, in which sworn statement it is stated unequivocally that agreement of the required majority of Unit Owners was otherwise lawfully obtained. Any such amendment of the condominium instruments, including this Declaration, shall become effective only when recorded or at such later date as may be specified in the amendment itself. The written consent of any mortgagee required with respect to such amendment shall also be recorded with such amendment.

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2. Eminent Domain. In the event that all or part of the Property shall be taken by any authority having the power of eminent domain, the allocation of the award of such condemnation and all related matters, such as the reallocation of undivided interests in the common elements, liabilities for assessments and votes, shall be handled pursuant to and in accordance with the then applicable provisions of the Georgia Condominium Act. If there are no such provisions of the Act then in effect, the allocation of the award and related matters shall be handled pursuant to and in accordance with those provisions of the Act relating thereto in effect as of the date hereof. If any Unit or portion thereof or the common elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the holder of any first mortgage on a Condominium Unit will be entitled to timely written notice of any such proceeding or proposed acquisition, and no provision of this Declaration or of any other document establishing the Condominium will entitle the Owner of a Condominium Unit or other party to priority over such holder with respect to the distribution of the proceeds of any award or settlement relating to such Condominium Unit.

3. Rights of Third Parties. This Declaration shall be recorded pursuant to the provisions of the Georgia Condominium Act for the benefit of Declarant, the Unit Owners and their mortgagees as herein provided, and by such recording, no adjoining property owner or third party, shall have any right, title or interest whatsoever in the Condominium or in the operation or continuation thereof or in the enforcement of any of the provisions hereof, and, subject to the rights of Declarant and such mortgagees as herein provided, the Unit Owners shall have the right to cancel, extend, modify, amend or otherwise change the provisions of this Declaration without the consent, permission or approval of any adjoining owner or third party.

4. Partition, Termination and Withdrawal of Property. The common elements remain undivided, and unless the condominium form of ownership hereby established is terminated or the Property is withdrawn from the Condominium, as hereinafter provided, no Unit Owner nor any other person shall bring any action for partition or division of the whole or any part of any Condominium Unit or of the whole or any part of the common elements. The Condominium may be terminated or a portion of the Property may be withdrawn from the Condominium only in strict accordance with and pursuant to the then applicable provisions of the Georgia Condominium Act, and all matters relating to such termination or withdrawal shall be handled in accordance with such provisions of the Act. If there are no such provisions of the Act then in effect, then such termination or withdrawal and related matters shall be handled pursuant to and in accordance with those provisions of the Act relating thereto in effect as of the date hereof.

5. Enforcement. Each Unit Owner shall comply strictly with the covenants, conditions and restrictions set forth in this Declaration, the By-Laws and the rules and regulations of the Association now or hereafter adopted, as the same may be lawfully amended from time to time. In the event of a violation or breach, or threatened violation or breach, of any of the same, the Association or, in a proper case, any aggrieved Unit Owner or Owners, jointly and severally, shall have the right to proceed at law or in equity to compel compliance therewith or to prevent a threatened violation or breach thereof. In addition to all other remedies, the Association, or a duly authorized agent thereof, shall have the right to enter upon any portion of the common elements where a violation exists and, at the expense of the violating Unit Owner and using such force as may be reasonably necessary, summarily abate or remove any erection, thing or condition that may be or exist contrary to the intent and meaning of the provisions hereof or of the By-Laws or rules and regulations, if after ten (10) days' written notice of such violation, it shall not have been corrected by such Unit Owner. Neither the Association, nor its agents, shall be deemed guilty or liable for any manner of trespass for such entry, abatement or removal. Should the Association employ legal counsel to enforce any of the foregoing or any other rights or remedies of the Association, all costs incurred in such enforcement, including a reasonable fee for counsel, shall be paid by the violating Unit Owner. Inasmuch as the enforcement of the provisions of this Declaration and the By-Laws and such rules and regulations is essential for the protection of present and future Unit Owners, it is hereby declared that any breach thereof cannot be adequately compensated by recovery of damages, and that the Association or, in any proper case, any aggrieved Unit Owner or Owners, in addition to all other remedies, may require and shall be entitled to the remedy by injunction to restrain any such violation or breach or threatened violation or breach. Further, in any case of flagrant or repeated violation by a Unit Owner, then, in addition to the foregoing remedies, the Association may suspend temporarily the voting rights of a Unit Owner of the Condominium and/or levy summary charges against the Unit Owner for such violation, provided that no summary charges may be levied for more than \$25.00 for any one violation, but each day or time a violation is continued or repeated after written notice is given to the Unit Owner to cease and desist, shall be considered a separate violation. Collection of summary charges may be enforced against a Unit Owner as if such charges were a common expense owed by the Unit Owner involved, and such charges may be added to and thereupon shall become part of that portion of any assessment next coming due to which the Unit Owner is subject. No delay, failure or omission on the part of the Association or any aggrieved Unit Owner or Owners in exercising any right, power or remedy herein provided shall be construed as an acquiescence thereto or shall be deemed a waiver of the right to do so thereafter as to the same violation or breach, or as to a violation or breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement. No right of action shall accrue nor shall any

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action be brought or maintained by anyone whatsoever against the Association for or on account of any failure to bring any action on account of any violation or breach, or threatened violation or breach, of the provisions and regulations, however long continued, or for the imposing of provisions which may be unenforceable.

6. Right of Action. Each Owner hereby acknowledges and agrees that the Association shall not be entitled to institute any legal action against anyone on behalf of any or all of the Unit Owners which is based on any alleged defect in any Unit or the common elements, or any damage allegedly sustained by any Unit Owner by reason thereof, but rather, that all such actions shall be instituted by the Unit Owners owning such Units or served by such common elements allegedly sustaining such damage.

7. Duration. Unless the Condominium is terminated as herein otherwise provided, the provisions of this Declaration shall run with and bind the land, shall be binding upon and inure to the benefit of all Owners and mortgagees, their heirs, executors, legal representatives, successors and assigns, and shall be and remain in effect perpetually to the extent permitted by Georgia law; provided, however, that so long as Georgia law limits the period during which covenants restricting lands to certain uses may run, any provisions of this Declaration affected thereby shall run with and bind the land so long as permitted by such law, and it shall be the duty of the Board of Directors of the Association to cause this Declaration to be amended of record when necessary by filing a document bearing the signatures of Unit Owners having a majority of the voting interest in the Association reaffirming and newly adopting such provisions in order that the same may continue to be covenants running with the land of the Condominium. Such adoption by a majority shall be binding on all.

8. Interpretation. In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of Declarant or the Board of Directors, will best effect the intent of the general plan of the Condominium. The provisions hereof shall be liberally interpreted, and if necessary, they shall be so extended or enlarged by implication as to make them fully effective. In the event of any conflicts or inconsistencies between the Act, the Georgia Nonprofit Corporation Code, this Declaration or the By-Laws, the terms and provisions of the Act or the Georgia Nonprofit Corporation Code, as may be applicable, and this Declaration, in that order, shall prevail.

9. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other entities or to individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

10. Rights of Holders, Insurers and Guarantors of First Mortgages, Secondary Purchase Money Mortgages, and Secondary Mortgages Held By Institutional Lenders. In addition to the rights of mortgagees elsewhere provided, the holder, insurer and guarantor of each first mortgage, secondary purchase money mortgage, and secondary mortgage held by institutional lenders, or any insurer or guarantor of such mortgage, of a Condominium Unit shall (a) be entitled to written notice from the Association of any default by a Unit Owner in the performance of his obligations under this Declaration or the By-Laws or rules and regulations of the Association which is not cured within sixty (60) days, (b) be entitled to receive notice of and to designate a representative to attend and observe all meetings of Unit Owners, but not meetings of the Board of Directors of the Association, (c) be furnished copies of annual financial reports made to the Unit Owners, and (d) be entitled to timely written notice of any action that requires the written consent of a specified percentage of mortgage holders; provided, however, that such holder, insurer or guarantor shall first file with the Association a written request that notices of default, notices of meetings and copies of financial reports be sent to a named agent or representative of the holder, insurer or guarantor at an address stated in such notice. Further, each holder, insurer or guarantor which is an institutional lender (i.e., a bank, savings and loan association, insurance company, FHA-approved mortgage lender, pension fund, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, mortgage banker or other lender generally recognized in the community as an institutional lender) or a generally recognized commercial or governmental insurer or guarantor (including, but not limited to, the U.S. Veterans Administration and the Federal Housing Administration) shall, upon request, be entitled to inspect the books and records of the Association during normal business hours, and may, at the sole expense of such holder, insurer or guarantor, have an audited statement of the Association's books and records prepared if one is not otherwise available. Each Owner of a Condominium Unit, by acceptance of a deed or other conveyance therefor, consents to such notifications and information to be provided to any such party by the Association. Any notice rights given in other provisions of this Declaration to Mortgagees are hereby granted to all insurers or guarantors of the mortgages held by said Mortgagees.

11. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

12. 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.

13. Author. This Declaration was prepared by Randall M. Lipshutz, Lipshutz, Frankel, Greenblatt, King & Cohen, 2300 Harris Tower, 233 Peachtree Street, N.E., Atlanta, Georgia 30043.

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

Signed, sealed and delivered WALTER W. LUCE AND ASSOCIATES, INC.  
in the presence of:

Burt L. Anderson  
Unofficial Witness

Andy Parker  
Notary Public (Affix Date of  
Expiration of Commission and  
Notarial Seal

Notary Public, Georgia, State at Large  
My Commission Expires June 21, 1995

By: [Signature]

Title: PRESIDENT

By: [Signature]

Title: TRES.

[CORPORATE SEAL]



NATIONAL PROPERTY MANAGEMENT  
INVESTMENTS, INC.



By: [Signature]

Title: Vice President

By: [Signature]

Title: SECRETARY

[CORPORATE SEAL]



DECLARATION OF CONDOMINIUM FOR  
STEEPLECHASE, A CONDOMINIUM

EXHIBIT "A"  
Submitted Property

All that tract or parcel of land lying and being in Land Lots 1248 and 1249 of the 2nd District, 2nd Section of Fulton County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at the common corner of Land Lots 1202, 1201, 1247, and 1248, and running thence along the line dividing said Land Lots 1201 and 1248, the following courses and distances: North 86 degrees 54 minutes 06 seconds East 299.94 feet to a point; North 86 degrees 52 minutes 07 seconds East 293.96 feet to a point; North 86 degrees 57 minutes 56 seconds East 105.88 feet to a point; North 86 degrees 53 minutes 05 seconds East 99.94 feet to a point; North 86 degrees 52 minutes 01 seconds East 99.98 feet to a point; North 86 degrees 46 minutes 54 seconds East 99.92 feet to a point; North 86 degrees 57 minutes 03 seconds East 156.79 feet to the TRUE POINT OF BEGINNING; continuing thence along the line dividing said Land Lots 1201 and 1248, North 86 degrees 57 minutes 03 seconds East 135.00 feet to point on the southwestern side of the proposed right-of-way of Broadwell Road, which point is located 40.0 feet from the centerline of said Road; running thence South 43 degrees 16 minutes 41 seconds East along said proposed right-of-way 93.19 feet to a point; running thence South 46 degrees 43 minutes 19 seconds West 93.00 feet to a point; running thence in a southwesterly direction an arc distance of 50.72 feet to a point, said arc being subtended by a chord having a distance of 50.11 feet and a bearing of South 62 degrees 10 minutes 07 seconds West; running thence South 77 degrees 36 minutes 55 seconds West, 58.18 feet to a point; running thence in a southwesterly direction an arc distance of 54.95 feet to a point, said arc being subtended by a chord having a distance of 54.73 feet and a bearing of South 86 degrees 35 minutes 39 seconds West; running thence North 84 degrees 23 minutes 38 seconds West 67.17 feet to a point; running thence North 03 degrees 06 minutes 10 seconds West 93.78 feet to a point; running thence North 86 degrees 53 minutes 50 seconds East 100.00 feet to a point; running thence North 03 degrees 06 minutes 10 seconds West 58.00 feet to the point on the line dividing said Land Lots 1201 and 1248 and the POINT OF BEGINNING; being Phase 1 of Steeplechase, a Condominium and containing 0.7846 acres as shown on Condominium Declaration Plan for Water N. Lake & Assoc., Inc., prepared by Robert E. Harbeck, P. L. S., dated March 28, 1985.



DECLARATION OF CONDOMINIUM FOR  
STEEPLECHASE, A CONDOMINIUM

EXHIBIT "B"

ADDITIONAL PROPERTY

ALL THAT TRACT or parcel of land lying and being in Land Lots 1248 and 1249 of the 2nd District, 2nd Section, of Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin found on the southwest side of Broadwell Road (having a 50-foot right-of-way) at the intersection of the southwest side of Broadwell Road and the land lot line dividing Land Lots 1201 and 1248 of the 2nd District, 2nd Section, of Fulton County, Georgia; running thence south 43 degrees 14 minutes east along the southwest side of Broadwell Road 320.0 feet to a point; running thence south 80 degrees 03 minutes 59 seconds west 1525.96 feet to a point on the land lot line dividing Land Lots 1247 and 1248, said District, Section and County; running thence north 0 degrees 50 minutes west along said land lot line dividing said Land Lots 1247 and 1248, 426.13 feet to an iron pin found at the common corner of Land Lots 1201, 1202, 1247 and 1248, said District, Section and County; running thence north 86 degrees 53 minutes east along the land lot line dividing Land Lots 1248 and 1201 of said District, Section and County, 1292.0 feet to an iron pin found on the southwest side of Broadwell Road and the POINT OF BEGINNING, and being more fully shown on plat of survey prepared by Robert E. Horlbeck, Georgia Registered Land Surveyor =1942, dated January 11, 1984, last revised August 30, 1984.

LESS AND EXCEPT, however, the property described on EXHIBIT "A" to this Declaration.

## EXHIBIT "C"

DECLARATION OF CONDOMINIUM FOR  
STEEPLECHASE, A CONDOMINIUM

## DESCRIPTION OF BOUNDARIES OF UNITS

The perimetrical or vertical boundaries of each Unit are the vertical planes of the interior surfaces of the wood framing of the walls of the Unit, whether such walls are exterior walls or walls separating the Unit from other Units or the common elements, and the vertical planes of the exterior surfaces of windows and entry doors. Any wall of the exterior storage area serving any unit and accessible from the limited common elements assigned to the unit which wall separates the storage area from the exterior of the building shall be deemed to separate the unit from the common elements; all other walls of the exterior storage walls shall be deemed walls located on the interior of the unit, it being intended that the exterior storage area be part of the unit and neither a common nor limited common area. For purposes of this Declaration, the door leading into the exterior storage area which is part of the Unit shall be deemed an entry door. Such perimetrical Unit boundaries include the sheetrock on the Unit side of said walls, with such framing being a part of the common elements, and are extended to their intersection with each other and the upper and lower horizontal boundaries. The lower horizontal boundary of each Unit is the horizontal plane of the upper surface of the sub-floor of such Unit, and the upper horizontal boundary of each Unit is the horizontal plane of the lower surfaces of the ceiling joists of the Unit, with such sub-floor and framing being a part of the common elements. With regard to any Unit located on more than one floor, any portion of the building which is located below the upper surface of the sub-floor of one level of an individual Unit and above the lower surface of the ceiling joists of another level of the same Unit shall be considered a part of the common elements. The upper and lower boundaries of each Unit include the wood, dry-wall, plaster or other material forming the ceiling or floor, as the case may be, and extend to their intersections with the perimetrical boundaries of the Units. Window screens and all fixtures, equipment and appliances located within the boundaries of each Unit are deemed to be a part of each Unit; the landings and exterior stairway serving a Unit and any enclosures thereof are part of the limited common elements. If any chutes, flues, ducts, conduits, wires, pipes or any other apparatus lies partially within and partially outside of the designated boundaries of a Unit, any portions thereof which serve only that Unit shall be deemed a part of that Unit, while any portions thereof which serve more than one Unit or any portion of

the common elements shall be deemed a part of the common elements. Notwithstanding the description of the boundaries of each Unit set forth in this Exhibit "C", or the depiction of such boundaries on the Plans, there shall be deemed to be included within the boundaries of each Unit all portions of the heating and air conditioning systems serving only that Unit (including without limitation the furnaces, compressors, conduits, pipes, wires, ducts) and such portions of the heating and air conditioning systems shall be deemed to be contained within the boundaries of the Unit and shall form a part of the Unit exclusively served by the same. In interpreting deeds and plans, the existing physical boundaries of a Unit as originally constructed or of a Unit reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed in any deed or plan, regardless of settling or lateral movement of the building and regardless of minor variance between the boundaries shown on the plans or in a deed and those of the unit.

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