

STATE OF GEORGIA  
COUNTY OF DEKALB

Reference: Deed Book 2885  
Page 340

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR  
COLUMBIA SQUARE CONDOMINIUM

WHEREAS, Foursquare Development Corporation, Inc., a Georgia corporation, filed a Declaration of Covenants, Conditions and Restrictions for Columbia Square, (hereinafter called "Declaration"), dated September 20, 1972, and recorded September 20, 1972, in Deed Book 2885, Page 340, DeKalb County, Georgia Records; and

WHEREAS, such Declaration has been amended previously by amendments, including verified statements of registered architects, recorded in the DeKalb County, Georgia Records, as follows:

	<u>Book</u>	<u>Page</u>	<u>Dated Filed</u>
Amendment 1	2890	37, et seq.	September 29, 1972
Amendment 2	2938	316, et seq.	January 1, 1973
Amendment 3	3041	61, et seq.	July 16, 1973

WHEREAS, Master Plats are recorded in Condominium Plat Book 1, Pages 100 and 101, and Supplementary Plats are recorded in Condominium Plat Book 1, Page 103; Condominium Plat Book 1, Page 150; Condominium Plat Book 1, Page 151; Condominium Plat Book 2, Page 71; and Condominium Plat Book 2, Page 72, DeKalb County, Georgia Records;

(i)

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WHEREAS, floor plans of units are filed in File 17, Condominium Project Floor Plan File Drawer, DeKalb County, Georgia Records;

WHEREAS, Columbia Square Condominium Association, Inc., ("Association"), the successor by name change to the Columbia Square Owners Association, the Association of condominium owners as referenced under the aforesaid Declaration, and the membership thereof desire to amend the Declaration for the purpose of submitting the condominium to the Georgia Condominium Act, Ga. Laws 1975, No. 463, and for other purposes; and

WHEREAS, the residence owners, as members of the Association, have been given and have taken full administrative control of the Association under the terms of the Declaration; and

WHEREAS, the Declaration may be amended by approval of all the members of the Board of Directors of the Association and not less than seventy-five (75%) percent of the total vote of the Association; and

WHEREAS, all the members of the Board of Directors of the Association and greater than seventy-five (75%) percent of the total vote of the Association have approved the adoption of this Amendment to the aforesaid Declaration and to the adoption of the Declaration of Condominium for Columbia Square, a Condominium, such amendment and Declaration made for the purpose of

(ii)

submitting the condominium to the Georgia Condominium Act, Ga. Laws 1975, No. 463, Ga. Code Ann. §§85-1601e, et seq., and for other purposes;

NOW, THEREFORE, the Declaration of Covenants, Conditions and Restrictions for Columbia Square is amended by striking the Declaration in its entirety, except for the Exhibits attached thereto or parts thereof which are specifically preserved herein, except to the extent that they may be inconsistent with this Amendment and simultaneously substituting therefor the following:

(iii)

DECLARATION OF CONDOMINIUM FOR  
COLUMBIA SQUARE CONDOMINIUM

Pursuant to the Georgia Condominium Act, Ga. Laws 1975, No. 463, Ga. Code Ann. §§85-1601e, et seq., (hereinafter referred to as the "Act"), the owners of units at Columbia Square Condominium hereby amend the Declaration for the purpose of establishing Columbia Square Condominium as a residential condominium; and submit the property to the Act and subject it by this Declaration to be Columbia Square Condominium.

1.

Name

The name of the Condominium is Columbia Square Condominium, (hereinafter sometimes called "Columbia Square" or the "Condominium").

2.

Definitions

Unless the context requires otherwise, the terms used herein shall be defined in the Act. In addition, as used in this Declaration, the Articles of Incorporation, the By-Laws, and the other Condominium Instruments, the following terms shall have the meanings ascribed to them hereinbelow, all of such definitions being cumulative of those set forth in the Act.

(a) "Act" shall mean the Georgia Condominium Act, Ga. Laws 1975, pp. 609 through 671.

(b) "Articles of Incorporation" shall mean the Articles of Incorporation of the Association as the same now exist or may be hereafter amended.

(c) "Association" shall mean Columbia Square Condominium Association, Inc., a Georgia non-profit membership corporation formed for the purpose of exercising the powers of the Association under this Declaration, the Articles of Incorporation, the By-Laws, the Act, and the Georgia Non-Profit Corporation Code.

(d) "Board of Directors" shall mean the Board of Directors of the Association, the members of which shall be appointed and elected from time to time as provided in this Declaration, the Articles of Incorporation, the By-Laws, and the Act. The Board of Directors shall be the governing body of the Association.

(e) "By-Laws" shall mean the By-Laws of the Association as the same now exist or may be hereafter amended.

(f) "Condominium Instruments" shall mean this Declaration, the plats and plans recorded pursuant to the Act, the By-Laws of Columbia Square Condominium Association, Inc., which accompany this Declaration and are recorded simultaneously herewith, and those instruments described as Condominium Instruments in the Act.

(g) "Plats and Plans" shall collectively mean those plats of survey recorded in Condominium Plat Book 1, Page 100; Condominium Plat Book 1, Page 101; Condominium Plat Book 1,

Page 103; Condominium Plat Book 1, Page 150; Condominium Plat Book 1, Page 151; Condominium Plat Book 2, Page 71; and Condominium Plat Book 2, Page 72, together with those floor plans of units filed in File 17, Condominium Project Floor Plan File Drawer.

3.

Location

The Condominium is located in Land Lot 186 and 187 of the 15th District, DeKalb County, Georgia, and is more particularly described in the original Declaration in Exhibit "A" thereof as "Phase I". Said description is included herein as attached Exhibit "A", which is by this reference incorporated herein. The property described in Exhibit "A", attached hereto, is hereby submitted to the Act.

4.

Units

The property described and submitted to the Act is divided into seventy (70) separate condominium units, each subject to the provisions of this Declaration. Each unit consists of a dwelling and its appurtenant percentage of undivided interest in the common area, as shown on Exhibit "C" attached to the original Declaration. Exhibit "C", attached to the original Declaration, as amended, is reproduced herein as Exhibit "B", attached hereto and by this referenced incorporated herein. Exhibit "B" also includes a reference to the condominium unit number.

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The units are depicted on the Plats and Plans, which Plats and Plans are incorporated herein by this reference. Except as provided in Paragraph 5, below, which describes the common area, each unit includes that part of the structure which lies within the following boundaries:

(a) Horizontal (Upper and Lower): There are no horizontal boundaries.

(b) Vertical (Perimetric): The vertical boundaries of each unit are the outer unfinished surface of all exterior walls of the unit and the centerline of all party walls, as shown on the Plats and Plans.

(c) All attachments to the exterior walls of a residence which are a part thereof, which protrude beyond the boundaries of a unit, as specified above, and which were constructed in accordance with the Plats and Plans, and all heating and/or air conditioning units or components serving individual residences, but located beyond the boundaries thereof, shall be and are deemed to be included within the boundaries of a unit.

(e) Any and all conduits, pipes, ducts, plumbing, wiring, and other facilities for the furnishing of utility services which serve only one (1) unit are part of that unit, if located within the boundaries thereof.

5.

#### Common Elements

The Common Elements include all parts of the Condominium property not located within the boundaries of a unit.

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The percentage of ownership in the Common Elements was shown on Exhibit "C", attached to the original Declaration. Exhibit "C", attached to the original Declaration, is reproduced herein as Exhibit "B", attached hereto and by this reference incorporated herein.

6.

Limited Common Elements

Limited common elements are as follows:

(a) The patio serving the unit is assigned as a limited common element to the Unit so served, as further identified on the Plats and Plans; and

(b) The fence enclosing the limited common element patio is assigned as a limited common element to the unit to which the patio is assigned.

7.

Use Restrictions

The units at Columbia Square shall be and are restricted exclusively to residential use and no business may be conducted upon the Condominium property. Other restrictions regarding use of units and the common elements are included in the By-Laws and, also, may be adopted, in accordance with the terms hereof and as specified in the By-Laws, by the Board of Directors.



8.

Association Membership

All unit owners, by virtue of their ownership of a unit in the Condominium, are members of the Columbia Square Condominium Association, Inc. and shall be entitled to vote on all matters upon which members of the Association are entitled to vote, pursuant to the Declaration and in accordance with the By-Laws. Subject to the provisions of the Condominium Instruments, such owners shall be entitled to one (1) vote for each unit in which they hold the interest required for membership, and each unit is allocated a vote weighed in accordance with a unit's percentage of interest, shown on attached Exhibit "B".

9.

Additional Rights and Restrictions

In addition to the restrictions above, the Association, in accordance with the By-Laws, shall have the right to make and to enforce reasonable rules and regulations governing the use of the units and the common elements. This right shall include the right to impose and assess fines, and to suspend use privileges, as permitted by Section 13 of the Act to enforce rules and regulations, as adopted, and the provisions of the Condominium Instruments. The Association shall have the right to enter into units for emergency, security, and safety, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all

policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the homeowner. It is intended that this right of entry shall include (and this right of entry shall include) the right of the Association to enter a unit to cure any condition which may increase the possibility of a fire or other damage in the Condominium in the event an owner fails or refuses to cure the condition upon request by the Board.

10.

Assessments

The Association shall have the power to impose assessments which shall be apportioned among the owners in accordance with the percentage interest in the common areas appurtenant to the unit, which assessments are the personal obligation of the owner against whom they are assessed and are a lien against the unit. The obligation and the lien for assessment shall also include (i) a late or delinquency charge in the amount of the greater of Ten (\$10.00) Dollars or ten (10%) percent of the amount of each assessment or installment not paid when due; (ii) interest on each assessment or installment not paid when due, and on any delinquency fee or late charge appertaining thereto from the date the charge was first due and payable at the rate of eight (8%) percent per annum; (iii) the

costs of collection, including court costs, the expenses of sale, any expense required for the protection and preservation of the unit, and reasonable attorney's fees actually incurred; and (iv) the fair rental value of the unit from the time of institution of suit until the sale at foreclosure.

11.

Amendments

This Declaration may be amended by the affirmative vote, written consent, or any combination of the affirmative vote and written consent of the members of the Association holding seventy-five (75%) percent of the total votes thereof. Notice of any meeting at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until a certified copy is filed in the Office of the Clerk of the Superior Court of DeKalb County, Georgia.

12.

Preparer

This Declaration was prepared by James J. Scavo of Hyatt & Rhoads, 2200 Peachtree Center Harris Tower, 233 Peachtree Street, N.E., Atlanta, Georgia, 30303.

13.

Mortgagee Rights

(a) The prior written approval of all holders of first mortgages must be obtained for the following:

(1) the abandonment of the condominium status of the project, except for abandonment provided by statute in case of substantial loss to the units and common elements;

(2) the partition or subdivision of any unit or of the common elements; and

(3) a change in the percentage interests of the unit owners.

(b) Any lien of the Association resulting from non-payment of assessments is subordinate to the first mortgage lien.

(c) Upon written request from any holder of a first mortgage on any unit, such mortgagee shall be entitled to:

(1) prompt notice of any default in the unit mortgagor's obligations under the Condominium Instruments not cured within thirty (30) days of default; and

(2) the right to examine the books and records of the Association and to require annual reports and other financial data.

14.

Leasing of Units

(a) Notice Provisions. Any owner who sells or who leases his unit shall give notice in writing to the Board of Directors of such sale or of such lease stating the name and address of the purchaser or lessee and such other information as the Board may reasonably require. The Board of Directors

shall have authority to make and to enforce reasonable rules and regulations in order to enforce this provision, including the right to impose fines constituting a lien upon the unit sold or leased, pursuant to Section 41 of the Georgia Condominium Act. Notice, as required herein, shall be given, in the case of a lease, not later than fifteen (15) days after commencement of the lease and, in the case of a sale, not later than the closing of the sale. To submit the notice herein provided, the form attached hereto as Exhibit "C" (or a form substantially similar) may be used.

(b) Leasing Provisions. Units may be rented only in their entirety; no fraction or portion may be rented. There shall be no subleasing of units or assignment of leases. No transient tenants may be accommodated in a unit. All leases and lessees are subject to the provisions of the Condominium Instruments and rules and regulations adopted pursuant thereto. All rentals must be for a term of no less than one (1) year. The unit owner must make available to the tenant copies of the Declaration, By-Laws, and rules and regulations. Any lease of a unit in the condominium shall be deemed to contain the following provisions, whether or not expressly therein stated, and each owner covenants and agrees that any lease of a unit shall contain the following language and agrees that if such language is not expressly contained therein, then, such language shall be incorporated into a lease by existence of

this covenant on the unit. Any lessee, by occupancy in a unit, agrees to the applicability of this covenant and incorporation of this covenant and the following language into the lease:

"(i) Association Rights. Lessee acknowledges that promises made to Lessor in this Paragraph are made for the benefit of the Association for the purpose of discharging lessor's duties to the Association through lessee's performance. In order to enforce the provisions of the lease agreement, as they are made for the Association's benefit, the Association may bring an action against lessee to recover sums due for damages or injunctive relief or for any other sanction authorized by the Condominium Instruments, or available at law or equity, including but not limited to, all remedies available to a landlord upon the breach or default of the lease agreement by the lessee. Failure by the Association to enforce any of its rights shall in no event be deemed a waiver of the right to do so thereafter.

(1) Lessee shall comply strictly with this Declaration, the By-Laws, and with the administrative rules and regulations adopted pursuant thereto, as any of the foregoing may be lawfully amended from time to time, and with the covenants, conditions, and restrictions set forth in lessor's deed to the premises. Lessee shall control the conduct of his or her family and guests in order to assure compliance with the foregoing and shall indemnify and hold lessor and the Association harmless for any such person's failure to comply. Lessee

acknowledges that the violation of any provision of the Declaration, the By-Laws, the rules and regulations adopted thereunder by the lessee, occupant, or person living with the lessee, shall constitute a default under the lease agreement.

(2) Upon request by the Association, lessee shall pay to the Association all unpaid annual and special assessments, as lawfully determined and made payable during or prior to the term of the lease agreement and any other period of occupancy by lessee; provided that lessee need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Association's request. All payments made under this paragraph shall reduce by the same amount lessee's obligation to make monthly rental payments to lessor under the terms of the lease.

(3) If lessee fails to comply with the Association's request, as provided herein, lessee shall pay to the Association all late or delinquent charges, fines, interest, and costs of collection, including, but not limited to, reasonable attorney's fees actually incurred, to the same extent lessee would be required to make such payments to the Association if lessee were the owner of the condominium unit during the term of the lease agreement and any other period of occupancy by lessee."

IN WITNESS WHEREOF, the undersigned officers of Columbia Square Condominium Association, Inc., hereby certify that the above Amendment to the Declaration and the following Amendment to the By-Laws was duly adopted by the Association and its membership, pursuant to the Declaration and By-Laws of the Condominium and Association.

This 17 day of March, 1980.

COLUMBIA SQUARE CONDOMINIUM  
ASSOCIATION, INC.

By:

George T. Hay  
President

Attest:

Juan E. Alvarez  
Secretary

Sworn to and subscribed  
before me this 17 day,  
of March, 1980.

WITNESSES

NOTARY PUBLIC

STATE



BY-LAWS OF  
COLUMBIA SQUARE CONDOMINIUM ASSOCIATION, INC.

HYATT & RHOADS  
2200 Peachtree Center Harris Tower  
Atlanta, Georgia 30303  
(404) 659-6600

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BY-LAWS OF  
COLUMBIA SQUARE CONDOMINIUM ASSOCIATION, INC.

Article I  
General

Section 1. Applicability. These By-Laws provide for the self government of Columbia Square Condominium in accordance with the Articles of Incorporation for the Columbia Square Condominium Association, Inc. and the Declaration of Condominium for Columbia Square Condominium recorded in the DeKalb County, Georgia Records.

Section 2. Name. The name of the corporation is Columbia Square Condominium Association, Inc., hereinafter sometimes referred to as the Association.

Section 3. Membership. As provided in the Act, an owner of a unit shall automatically become a member of the Association upon taking title to the unit and shall remain a member for the entire period of ownership; as may be more fully provided below, a spouse of a member may exercise the powers and privileges of the member. If title to a unit be held by more than one person, the membership shall be shared in the same proportion as the title, but there shall be only one membership and one vote per unit. Membership does not include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the owner's membership. Membership shall be appurtenant to the unit to which it appertains and shall be transferred automatically by conveyance of that unit and may be transferred only in connection with the transfer of title.

Section 4. Voting. Each unit shall be entitled to a vote which may be cast in accordance with the terms herein. A vote may be cast by the owner, or by a lawful proxy as provided below and shall be allocated as provided in the Declaration. When more than one person owns a unit, the vote for such unit shall be exercised as they between or among themselves determine, but in no event shall more than one vote be cast with respect to any unit. In the event of disagreement among such persons and an attempt by two or more of them to cast such vote or votes, such persons shall not be recognized and such vote or votes shall not be counted.

Section 5. Majority. As used in these By-Laws, the term "majority" shall mean those votes, owners, or other group as the context may indicate totalling more than fifty (50%) percent

of the total number of eligible votes, owners, or other groups. Unless otherwise specifically stated, the words "majority vote" mean more than fifty (50%) percent of the eligible vote cast in person or by proxy. Unless otherwise provided in the Declaration, Article of Incorporation or these By-Laws, all decisions shall be by majority vote.

Section 6. Purpose. The Association shall have the responsibility of administering the condominium, establishing the means and methods of collecting the contributions to the common expenses, arranging for the management of the condominium and performing all of the other acts that may be required to be performed by the Association by the Georgia Condominium Act and the Declaration. Except as to those matters which either the Georgia Condominium Act, the Declaration, or the Georgia Non-Profit Corporation Code specifically require to be performed by the vote of the Association, the administration of the foregoing responsibilities shall be performed by the Board of Directors as more particularly set forth below.

#### Article II Definitions

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

Section 1. Act shall mean the Georgia Condominium Act, Ga. Laws 1975, No. 463; Ga. Code Ann. Sections 85-1601e et seq., as such act may be amended.

Section 2. Association shall mean the Columbia Square Condominium Association, Inc. and its successors.

Section 3. Common Elements or common areas shall mean that area and property submitted to be part of the condominium but not included within the boundaries of a unit as defined in the Declaration.

Section 4. Condominium shall mean all that property submitted to the Act as described in the Declaration.

Section 5. Declaration shall mean that document filed of record in the Office of the Clerk of the Superior Court of DeKalb County, Georgia for the purpose of submitting the condominium to the Act as such document may be amended from time to time.

Section 6. 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.

Section 7. Officer shall mean those individuals who are elected by the Board to serve as President, Vice President, Secretary, or Treasurer or such other subordinate offices as the Board may determine necessary.

Section 8. Owner or Member shall mean the record title holder of a unit within the condominium, but shall not mean a mortgage holder.

Section 9. Person shall mean any individual, corporation, firm, association, partnership or other legal entity.

Section 10. Unit, Dwelling, or Residence shall mean that portion of the condominium intended for individual ownership and use as described in the Declaration.

Section 11. Eligible Votes shall mean those votes available to be cast on the issue at hand. A vote which is for any reason suspended is not available to be cast.

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

### Article III Meetings of Members

Section 1. Annual Meetings. The regular annual meeting of the members shall be held during the first twenty (20) days of the month of November of each year, at an hour and place set by the Board.

Section 2. Special Meetings. Special meetings of the members for any purpose may be called at any time by the President, the Secretary, or Treasurer, and shall be called by request of any two or more members of the Board of Directors, or upon written request of the members who have a right to vote one-fourth (1/4) of all of the votes of the entire membership.

Section 3. Notice of Meetings. It shall be the duty of the Secretary to mail or to cause to be delivered to the unit owners a notice of each annual or special meeting of the Association at least twenty-one (21) days prior to each annual meeting, and at least seven (7) days prior to each special meeting. The notice shall state the purpose of any special meeting as well as the time and place where the meeting is to be held. Notices

shall be delivered personally or mailed to each owner of units of record at his or her unit; if any owner wishes notice to be given at an address other than his or her unit, the owner shall have designated by notice in writing to the Secretary such other address. The mailing or delivering of a notice of meeting in the manner provided in this Section shall be considered service of notice.

Section 4. Waiver of Notice. Waiver of notice of meeting of the owners shall be deemed the equivalent of proper notice. Any owner may, in writing, waive notice of any meeting of the owners, either before or after such meeting. Attendance at a meeting by an owner, whether in person or by proxy, shall be deemed waiver by such owner of notice of the time, date and place thereof unless such owner specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a 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, of which proper notice was not given, is put to a vote.

Section 5. Quorum. Except as may be provided elsewhere, the presence of owners entitled to cast one-third of the eligible votes of the Association in person or by proxy shall constitute a quorum.

Section 6. Adjournment. Any meeting of the owners may be adjourned from time to time for periods not exceeding forty-eight (48) hours by vote of the owners holding the majority of the eligible votes represented at such meeting, regardless of whether a quorum is present. Any business which could be transacted properly at the original session of the meeting may be transacted at an adjourned session, and no additional notice of such adjourned session shall be required.

Section 7. Proxy. Any member entitled to vote may do so by written proxy duly executed by the member setting forth the meeting at which the proxy is valid. To be valid, a proxy must be filed with the Secretary prior to the opening of the meeting for which it is to be used and must be dated. No proxy shall be revocable except by written notice delivered to the Association. A proxy shall be automatically revoked if the member who has given such proxy is in attendance at a meeting.

Section 8. Consents. Any action which may be taken by a vote of the owners may also be taken by written consent signed by all owners.

Section 9. Conduct of Business. Roberts Rules of Order (latest edition) shall govern conduct of the meeting when



not in conflict with the Declaration, Articles of Incorporation, or these By-Laws.

Article IV  
Board of Directors

Part A. Composition and Selection.

Section 1. Composition. The affairs of the Association shall be governed by a Board of Directors. The Board shall be composed of nine (9) persons. The directors shall be owners of units or spouses of such owners who are eligible voters or spouses of eligible voters; provided, however, that no owner and his or her spouse may serve on the Board at the same time. Directors shall reside at the condominium.

Section 2. Election and Term of Office. Under the By-Laws of the Association, before adoption of these amendments, directors have been elected and, as of the date of adoption of these amendments, are serving in office. Those directors presently serving shall remain in office and as the terms for which they were elected expire, successor directors shall be elected by majority vote of those present at the annual or other meeting, a quorum being present. The term of a director shall be three years, it being the intention of this provision to carry forward the staggered terms of directors as established by the original Association By-Laws.

Section 3. Removal of Members of the Board of Directors. At any regular or special meeting of the Association duly called, any one or more of the members of the Board of Directors may be removed with or without cause by a majority of the members and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the members shall be given at least ten (10) days' notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting. Additionally, any member of the Board of Directors who has not attended three unexcused consecutive Board meetings or who is delinquent in the payment of an assessment for more than twenty (20) days may be removed from the Board by a majority of the Board members present at a Board meeting, a quorum being had.

Section 4. Vacancies. Vacancies in the Board of Directors caused by any reason, other than the removal of a director by vote of the Association, shall be filled by a vote of the majority of the remaining directors, even though less than a quorum, at any meeting of the Board of Directors. Each person so selected shall serve until a successor shall be elected at the next annual meeting of the Association to fill the unexpired portion of the term. Vacancies in the Board of Directors caused

by removal of a director by vote of the Association shall be filled by the membership in accordance with Section 2 hereof.

Section 5. Compensation. Directors shall not be compensated unless and to the extent the members of the Association authorize at any meeting duly called for that purpose.

Part B. Meetings.

Section 6. Organizational Meeting. The first meeting of a newly elected Board shall be held within thirty days of election at such time and place as may be determined by the Directors.

Section 7. Regular Meetings. Meetings of the Board of Directors shall be held regularly without notice at such time and place as shall be determined from time to time by the Board.

Section 8. Special Meetings. Special meetings of the Board of Directors may be called by the President on two (2) days' notice to each director given by mail, in person or by telephone, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President, Secretary or Treasurer in like manner and on like notice on the written request of at least two (2) directors.

Section 9. Waiver of Notice. Any director may, at any time, in writing, waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board of Directors shall also constitute a waiver of notice by him or her of the time and place of such meeting. If all directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 10. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors and the Secretary shall keep a minute book recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings. Roberts Rules of Order (latest edition) shall govern the conduct of the meetings of the Board of Directors when not in conflict with the Declaration or these By-Laws. A majority of directors shall constitute a quorum for the transaction of business. A decision of the Board of Directors shall be by a majority of those directors present at a duly called meeting. The President may vote.

Section 11. Action Without a Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if a majority of the members of the Board of Directors shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors.

Part C. Powers and Duties.

Section 13. Powers and Duties. The Board of Directors shall manage the affairs of the Association and shall have all the powers and duties necessary for the administration of the condominium and may do all such acts and things as are not by the Declaration, Articles of Incorporation, or these By-Laws directed to be done and exercised exclusively by the members. The Board shall have the power to adopt, modify and repeal such reasonable rules and regulations as it deems necessary and appropriate for the governance of the condominium or the administration of the affairs of the Association and to impose sanctions for violations thereof, including, but not limited to, monetary fines; provided, however, the membership may repeal and rescind any rule or regulation adopted by the Board upon call of a meeting and consent of a majority of the total number of eligible votes in the Association.

Section 14. Management Agent. The Board of Directors may employ for the condominium a professional management agent or agents, at a compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize.

Section 15. Borrowing and Expenditures. The Board of Directors shall have the power to borrow money for the purpose of repair or restoration of common areas and facilities without the approval of the members of the Association; provided, however, that the Board shall obtain membership approval if the proposed borrowing is for the purpose of modifying, improving, or adding amenities to the condominium and the total amount of such borrowing exceeds or would exceed Ten Thousand (\$10,000) Dollars outstanding debt at any one time.

Part D. Committees.

Section 16. Architectural Standards. The Board may establish an Architectural Standards Committee for the purpose of establishing and maintaining architectural standards on the condominium property as hereinafter provided.

Section 17. Additional Committees. The Board may establish such other committees as it deems desirable.

Article V  
Officers

Section 1. Designation. The principal officers of the Association shall be the President, the Secretary, and the Treasurer, all of whom shall be elected by and from the Board of Directors. The Board of Directors may appoint a Vice President, an Assistant Treasurer, an Assistant Secretary, and such other subordinate officers as in its judgment may be necessary. Such subordinate officers shall not be required to be members of the Board of Directors. Except for the offices of Secretary and Treasurer, which may be held by the same person, no person may hold more than one office.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors, at the first meeting of the Board following each annual meeting of the members, and shall hold office at the pleasure of the Board of Directors and until a successor is elected.

Section 3. Removal of Officers. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and a successor may be elected.

Section 4. President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board of Directors. The President shall have all the general powers and duties which are incident to the office of the president of a corporation organized under the Georgia Nonprofit Corporation Code, including but not limited to the power to appoint committees from among the members from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. The Vice President, if any, shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Board of Directors and shall have charge of such books and papers as the Board of Directors may direct, and shall, in general, perform all duties incident to the office of the secretary of a corporation organized in accordance with Georgia law.

Section 7. Treasurer. The Treasurer shall have the responsibility for the Association's funds and securities and

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

Section 8. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by at least two (2) officers or by such individual or individuals as may be designated by resolution of the Board of Directors.

#### Article VI Association Responsibilities

Section 1. Liability and Indemnification of Officers and Directors. The Association shall indemnify every officer and director against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such officer or director in connection with any action, suit or other proceeding (including settlement of any such action, suit or proceeding if approved by the then Board of Directors) to which he may be made a party by reason of being or having been an officer or director, whether or not such person is an officer or director at the time such expenses are incurred. The officers and directors shall not be liable for any mistake of judgment, negligence or otherwise, except for their own individual willful misfeasance or malfeasance. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association) and the Association shall indemnify and forever hold each such officer or director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall as a common expense maintain adequate general liability and, if obtainable, officers' and directors' liability insurance to fund this obligation and the insurance shall be written as provided in Section 2 of this Article VI.

#### Section 2. Insurance.

(a) The Association shall obtain and maintain at all times as a common expense insurance as required by Section 39 of

the Act and as required herein, including:

1. A "master" or "blanket" casualty insurance policy equal to full replacement value (i.e., 100% of current "replacement cost" exclusive of land, foundation, excavation and other items normally excluded from coverage) of the condominium (including all building service equipment and the like and any fixtures or equipment within the condominium unit which is included in the unit as part of the original construction with an Agreed Amount Endorsement or its equivalent, if available, or an Inflation Guard Endorsement and, if required by the Federal National Mortgage Association, Demolition and Contingent Liability from Operation of Building Laws Endorsements, an Increased Cost of Construction Endorsement, an Earthquake Damage Endorsement and other endorsements as necessary. Such casualty insurance must afford protection against at least the following: (i) loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and, if available, by debris removal, cost of demolition, vandalism, malicious mischief, windstorm, and water damage; and (ii) such other risks as are customarily covered in similar projects.

2. A comprehensive policy of public liability insurance covering all of the common areas in the condominium with limits not less than \$500,000 for injury, including death, to a single person, \$1,000,000 for injury or injuries, including death arising out of a single occurrence, and \$50,000 property damage covering the Association, the Board of Directors, and the officers of the Association, all agents and employees of the Association, and all unit owners and other persons entitled to occupy any unit or other portion of the condominium.

(b) All such insurance coverage shall be written in the name of the Association as trustee for itself, each of the owners and the mortgagees of owners, if any. It shall be the duty of the Board of Directors at least annually to conduct an insurance review to determine if the policy in force is adequate to meet the needs of the Association and to satisfy the requirements of Section 39 of the Act and of this Declaration. Such responsibility may be performed, and shall be deemed reasonably performed, by the Board requesting the Association's insurance agent to verify that the insurance policies in existence meet the needs of the Association and satisfy the aforementioned requirements. Such insurance shall run to the benefit of the Association, the respective unit owners and their respective mortgagees, as their interests may appear. The improvements and betterments made by the individual unit owners shall be excluded from this required coverage, but each owner shall have the right to obtain additional coverage for such improvements, betterments, or personal property at his or her own expense. The policy may contain

a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance equals at least the full replacement costs.

(c) The Board of Directors shall utilize every reasonable effort to secure a master policy covering physical damage that will provide the following:

(1) That the insurer waives its rights of subrogation of any claims against directors, officers, the managing agent, the individual owners and their respective household members.

(2) That the master policy on the condominium cannot be cancelled, invalidated, or suspended on account of the conduct of any director, officer or employee of the Association or the managing agent without a prior demand in writing delivered to the Association and to all mortgagees of units to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured.

(3) That any "no other insurance" clause contained in the master policy shall expressly exclude individual unit owners' policies from its operation.

(4) That until the expiration of thirty (30) days after the insurer gives notice in writing to the mortgagee of any unit, the mortgagee's insurance coverage will not be affected or jeopardized by any act or conduct of the owner of such unit, the other unit owners, the Board of Directors, or any of their agents, employees, or household members, or canceled for nonpayment of premiums.

(5) That the master policy may not be canceled or substantially modified without at least thirty (30) days' prior notice in writing to the Board of Directors and all mortgagees of units.

(6) That coverage will not be prejudiced by (a) any act or neglect of the owners of condominium units when such act or neglect is not within the control of the Association or (b) any failure of the Association to comply with any warranty or condition regarding any portion of the premises over which the Association has no control.

(7) That the deductible amount per occurrence shall be determined by the Board of Directors.

(8) That, despite, any provisions giving the carrier the right to elect to restore damage in lieu of a cash

such option shall not be exercisable without the prior written approval of the Association.

(d) All policies of insurance shall be written with a company licensed to do business in the State of Georgia and holding a rating of XI or better in the Financial Category as established by A.N. Best Company, Inc., if available and, if not available, the best rating available, and the company shall provide insurance certificates to each owner and each mortgagee.

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

(f) In addition to the insurance required above, the Board shall obtain as a common expense:

(1) Workmen's compensation insurance if and to the extent necessary to meet the requirements of law.

(2) Public liability and officers' and directors' liability insurance in such amounts as the Board may determine but in no event less than that required by Section 39 of the Act. Such insurance shall contain a cross liability endorsement.

(3) Fidelity bonds covering officers, directors, employees and other persons who handle or are responsible for handling Association funds. Such bonds shall be in an amount equal to at least one hundred fifty (150%) percent of the reserve on hand at the beginning of each year plus three months' operating expenses of the Association and shall contain waivers of any defense based upon the exclusion of persons serving without compensation.

(4) Such other insurance as the Board of Directors may determine to be necessary.

(g) Insurance carried by the Association as a common expense shall not include any part of a unit neither depicted on the original plats and plans nor included in the original



mortgage, nor shall the Association include public liability insurance for individual owners for liability arising within the unit.

Section 3. Repair and Reconstruction. In the event of damage to or destruction of all or any part of the condominium as a result of fire or other casualty, unless the owner(s) of all affected units and members holding at least ninety percent (90%) of the votes of the Association elect not to proceed with the reconstruction and repair of the structure, the Board of Directors or its duly authorized agent shall arrange for and supervise the prompt repair and restoration of the structure in accordance with the original plats and plans.

The procedure for repair and reconstruction shall be:

(a) Cost Estimates. Immediately after a fire or other casualty causing damage to the condominium the Association shall obtain reliable and detailed estimates of the cost of repairing and restoring the structures (including any damaged unit) to a condition as good as that existing before such casualty. Such costs may also include professional fees and premiums for such bonds as the Board of Directors determines to be necessary.

(b) Source and Allocation of Proceeds. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair as determined by the Board of Directors, or if at any time during the reconstruction and repair or upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, assessments shall be made against all of the unit owners. If after repair and reconstruction is completed there is a surplus of funds, such funds shall be common funds of the Association to be used as directed by the Board of Directors.

(c) Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the plans and specifications under which the condominium was originally constructed.

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

(e) Construction Fund. The net proceeds of the insurance collected on account of a casualty and the funds collected by the Association from assessments against unit owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair in the manner set forth in this Section.

(f) Method of Disbursement. The construction fund shall be paid by the Association in appropriate progress payments to such contractor(s), supplier(s), and personnel performing the work or supplying materials or services for the repair and reconstruction of the buildings as are designated by the Board of Directors.

Section 4. Architectural Standards. The Board of Directors, subject to this section 4, may allow such encroachments onto the common elements as it deems acceptable. No owner, occupant, lessee or lessor, or any other person may make any encroachment onto the common elements, exterior change, alteration or construction (including planting), nor erect, place, or post any sign, object, light, or thing on the exterior of the buildings or any other common element without first obtaining the written approval of the Board or its delegate, subject, however, to each owner's right to use the limited common element assigned to his or her unit in its intended manner so long as such use, in the discretion of the Board, is not inconsistent or aesthetically incompatible with the rights of the other owners and the community standards. Application shall be in writing and shall provide such information as the Board may reasonably require. The Board or its delegate may publish written architectural standards for exterior and common element alterations or additions and any request in substantial compliance therewith shall be approved; provided, however, each such requested change shall be in harmony with the external design of the existing units and the location in relation to surrounding structures and topography of the vicinity. In the event that the Board or its delegate fails to approve or to disapprove such application within thirty (30) days after it shall have been submitted, its approval will not be required and this Section 4 will be deemed complied with. As a condition of approval for a requested architectural change, modification, addition or alteration, an owner on behalf of him or herself and his or her successors in interests shall assume all responsibilities for maintenance, repair, replacement and insurance to and on such change, modification, addition or alteration. In the discretion of the Board, an owner may be made to verify such condition of approval by written instrument acknowledged by such owner on behalf of him or herself and his or her successors in interest.

#### Section 5. Maintenance Responsibility

(a) By the Owner. Except as provided in subsection b of this section, each unit owner shall have the obligation to maintain and keep in good repair all portions of the unit. In addition, each unit owner shall be responsible for the care, maintenance, and upkeep of the limited common element patio assigned to his or her unit, other than the fence enclosure area but including the gate in such fence and all hardware which services such gate. In explanation of the foregoing, and not to be construed as a limitation, each unit owner shall maintain and keep in good repair all patio gates, patio gate hardware, patio surfaces and flooring, glass surfaces of the unit, all doors, doorway frames, hardware that is part of the entry and window systems, window frames, the air conditioning and heating units serving the unit, and all pipes, lines, ducts, conduits or other apparatus serving only the unit when located within a unit's boundaries (including all gas, electricity, city, water, sewer or air conditioning pipes, lines, ducts, conduits, or other apparatus).

(b) By the Association. The Association shall maintain and keep in good repair as a common expense all of the condominium property not required to be maintained and kept in good order by an owner.

(c) Insurance Deductibles. If maintenance is required as a result of an insured loss, the amount of the deductible shall be considered a maintenance expense to be paid by the person or persons who would be responsible for such repair in the absence of insurance. If the loss affects more than one unit or a unit and the common area, the cost of the deductible may be apportioned equitably by the Board among the parties suffering loss in accordance with the total cost of repair.

(d) Failure to Maintain. If the Board of Directors of the Association determines that: (i) any Owner has failed or refused to discharge properly his obligations with regard to the maintenance, repair, or replacement of items for which he is responsible hereunder including a failure to maintain, repair, or replace a condition which may increase the possibility of fire or other loss or damage to the condominium; or (ii) the need for maintenance, repair or replacement which is the responsibility of the Association hereunder is caused through the willful or negligent act of an Owner, his or her family, guests, lessees or invitees, then, in those events, the Association, except in an emergency situation in which case the Association may immediately proceed without notice, shall give the Owner written notice of the Association's intent to provide such necessary maintenance, repair or replacement, at Owner's sole cost and expense, and

setting forth with reasonable particularity the maintenance, repairs or replacement deemed necessary. Owner shall have fifteen (15) days within which to complete said maintenance, repair or replacement deemed necessary. Owner shall have fifteen (15) days within which to complete said maintenance, repair or replacement, or if such maintenance, repair or replacement is not capable of completion within said fifteen (15) day period, to commence said maintenance, repair or replacement. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair or replacement at Owner's sole cost and expense; and said cost shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the unit.

#### Article VII Assessments

Section 1. Purpose of Assessment. The assessments for common expenses provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the owners and occupants of units in the Condominium as may be more specifically authorized from time to time by the Board. Assessments may be used to compensate officers and directors only if approved by a majority vote of the Association.

Section 2. Creation of the Lien and Personal Obligation of Assessments. Each owner of any unit by acceptance of a Deed therefor, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments to be established and collected as hereinafter provided, and (3) specific assessments against any particular unit which are established pursuant to the terms of these By-Laws. All such assessments, together with charges, interest, costs, and reasonable attorney's fees as provided in the Declaration and in the maximum amount permitted by the Act, shall be a charge on the unit and shall be a continuing lien upon the unit against which each assessment is made. Such amounts shall also be the personal obligation of the person who was the owner of such unit at the time when the assessment fell due. Each owner shall be liable for his or her portion of each assessment coming due while he or she is the owner of a unit and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors; unless otherwise provided, the annual assessments shall be paid in monthly installments due on the first day of a month.

Section 3. Acceleration. If a unit owner shall be in default in payment of an installment of an assessment, including

but not limited to the monthly installments based on the annual budget, the Board of Directors may accelerate the remaining installments upon ten days written notice to such unit owner, whereupon the entire unpaid balance of the annual assessment shall become due upon the date stated in such notice.

Section 4. Computation of Operating Budget and Assessment. It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the condominium during the coming year. The Board shall cause the budget and the assessments to be levied therefrom against each unit for the following year to be delivered to each member at least ten (10) days prior to the meeting. The budget and assessment established therefrom shall become and be effective unless disapproved at the meeting at which it is proposed by a vote of a majority of the total association eligible vote. Notwithstanding the foregoing, 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 5. Special Assessments. If the assessment proves inadequate for any year, the Board may at any time levy a special assessment against all owners; provided, however, that prior to becoming effective, any special assessment shall be approved by the affirmative vote of a majority of the eligible votes present in person or by proxy at a meeting duly called for that purpose.

Section 6. Lien for Assessments. The Association shall have full and complete lien rights as provided or permitted by Section 41 of the Act, and the lien shall specifically include the maximum costs, charges, fees, and rents set out in the Declaration and in Section 41(b) of the Act.

Section 7. Capital Budget and Contribution. The Board of Directors shall annually prepare a capital budget which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board may set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect both to amount and timing by equal annual assessments, payable monthly, over the period of the budget. The capital contribution required may be fixed by the Board and included within the budget and assessment as provided in Section 4 of this Article. A copy of the capital budget shall be distributed to each member in the same manner as the operating budget.

Section 8. Statement of Account. Any owner, mortgagee, or a person having executed a contract for the purchase of a unit or a lender considering a loan to be secured by a unit shall be entitled upon written request to a statement from the Association setting forth the amount of assessments due and unpaid, including any late charges, interest, fines, or other charges against a unit. The Association shall respond in writing within five days of receipt of the request for a statement; provided, however, the Association may require the payment of a fee, not exceeding \$10.00, as a prerequisite to the issuance of such a statement.

Article VIII  
Use Restrictions and Rule Making

Section 1. Authority and Enforcement. The condominium shall be used only for those uses and purposes set out in the Declaration and herein. In addition, the Board of Directors shall have the authority to make, modify, repeal and to enforce reasonable rules and regulations governing the conduct, use, and enjoyment of units and the common elements, provided that copies of all such rules and regulations are recorded in the land records of DeKalb County, Georgia or actually furnished to all owners. The Board shall have the power to impose reasonable fines which shall constitute a lien upon the property and to suspend an owner's right to use the common elements and to vote for any violation of any duty imposed under the Declaration, these By-Laws or any rules and regulations duly adopted hereunder. The initial rules and regulations adopted by the Board of Directors are attached hereto and recorded herewith.

Section 2. Procedure. The Board shall not impose a fine upon a member or other occupant unless and until the following procedure is followed:

(a) Demand. Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying: (i) the alleged violations; (ii) the action required to abate the violation, and (iii) a time period, not less than five (5) days, during which the violation may be abated without further sanction, if such violation is a continuing one or a statement that any further violation of the same rule may result in the imposition of sanction after notice and hearing if the violation is not continuing.

(b) Notice. Within twelve months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board shall serve the violator with written notice of a hearing to be held by the Board in session. The notice

shall contain: (i) the nature of the alleged violation; (ii) the time and place of the hearing, which time shall not be less than ten (10) days from the giving of the notice; (iii) an invitation to attend the hearing and produce any statement, evidence and witnesses on his or her behalf; and (iv) the proposed sanction to be imposed.

(c) Hearing. The hearing shall be held in executive session pursuant to this notice affording the member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice of the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer or director who delivered such notice. The notice requirement shall be deemed satisfied if a violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

#### Article IX Miscellaneous

Section 1. Notices. Unless otherwise provided in these By-Laws all notices, demands, bills, statements or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first class postage prepaid:

(a) If to a unit owner, at the address which the unit owner has designated in writing and filed with the Secretary, or if no such address has been designated, at the address of the unit of such owner; or

(b) If to the Association, the Board of Directors or the Managing Agent, at the principal office of the Association or the Managing Agent, if any, or at such other address as shall be designated by notice to the owners in accordance with subsection (a) hereof.

Section 2. Severability. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

Section 3. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws or the intent of any provision thereof.

Section 4. Gender and Grammar. The use of the masculine gender in these By-Laws shall be deemed to include the

feminine gender, and the use of the singular shall be deemed to include the plural whenever the context so requires.

Section 5. Fiscal Year. The fiscal year shall be set by resolution of the Board of Directors. In the absence of a resolution by the Board, the fiscal year shall run from January 1 of each year until December 31 of that year.

Section 6. Report of Financial Condition. At each annual meeting the Board shall report to the members concerning the financial condition of the association.

Section 7. Conflicts. In the event of conflicts between the Act, the Declaration and these By-Laws, the Act and the Declaration shall control in that order.

Section 8. Condemnation. In the event of a taking by condemnation or by eminent domain, the provisions of Section 6 of the Act shall prevail and govern.

Section 9. Amendment. These By-Laws may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the members holding two-thirds (2/3) of the total vote of the Association. Notice of any meeting at which an amendment will be considered shall state that fact and the subject matter of the proposed amendment. No amendment shall become effective until it is recorded in the Records of DeKalb County, Georgia.

Section 10. Books and Records. All members of the Association shall, upon written request, be entitled to inspect all books and records of the Association during normal business hours at the office of the Association or other place designated reasonably by the Board of Directors as the depository of such books and records.



EXHIBIT "A"

ALL THAT TRACT OR PARCEL of land lying and being in Land Lots 186 and 187 of the 15th District of DeKalb County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin found on the southeast line of the right-of-way of Peachcrest Road (a 60-foot right-of-way), which iron pine is located 184.4 feet northerly as measured along the southeast line of said right-of-way of Peachcrest Road from the point formed by the intersection of the southeast line of said right-of-way of Peachcrest Road with the north line of the right-of-way of Phillip Circle; and running thence in a north-easterly direction along the southeast line of said right-of-way of Peachcrest Road which line forms the arc of a curve having a chord bearing north 00 degrees 51 minutes 48 seconds east 209.7 feet, a distance of 209.8 feet to an iron pin found; running thence in a northeasterly direction along the southeast line of said right-of-way of Peachcrest Road which line forms the arc of a curve having a chord bearing north 13 degrees 47 minutes 20 seconds east 177.7 feet, a distance of 177.79 feet to an iron pin found; running thence south 86 degrees 08 minutes 20 seconds east a distance of 168.10 feet to an iron pin found; running thence north 17 degrees 58 minutes 15 seconds east a distance of 54.90 feet to an iron pin found; running thence north 86 degrees 48 minutes 50 seconds east a distance of 116.90 feet to an iron pin found; running thence north 88 degrees 13 minutes 27 seconds east a distance of 638.78 feet to a point; running thence north 88 degrees 13 minutes 27 seconds east a distance of 1341.80 feet to a point; running thence south 01 degrees 46 minutes 33 seconds east a distance of 417.15 feet to a point; running thence south 88 degrees 13 minutes 27 seconds west a distance of 1706.0 feet to the iron pin found at the POINT OF BEGINNING, being 15.95 acres designated "PHASE I" on a plat, to which reference is made for all purposes, prepared by James T. Chapman, Georgia Registered Architect dated April 12, 1972.

EXHIBIT "B"

<u>Residence No.</u>	<u>Percentage Interest</u>
1	1.4285
2	1.4285
3	1.4285
4	1.4285
5	1.4285
6	1.4285
7	1.4285
8	1.4285
9	1.4285
10	1.4285
11	1.4285
12	1.4285
13	1.4285
14	1.4285
15	1.4285
16	1.4285
17	1.4285
18	1.4285
19	1.4285
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28	1.4286
29	1.4286
30	1.4286
31	1.4286
32	1.4286
33	1.4286
34	1.4286
35	1.4286
36	1.4286
37	1.4286
38	1.4286
39	1.4286
40	1.4286
41	1.4286
42	1.4286
43	1.4286
44	1.4286
45	1.4286
46	1.4286

<u>Residence No.</u>	<u>Percentage Interest</u>
47	1.4286
48	1.4286
49	1.4286
50	1.4286
51	1.4286
52	1.4286
53	1.4286
54	1.4286
55	1.4286
56	1.4286
57	1.4286
58	1.4286
59	1.4286
60	1.4286
61	1.4286
62	1.4286
63	1.4286
64	1.4286
65	1.4286
66	1.4286
67	1.4286
68	1.4286
69	1.4286
70	1.4286

(Exhibit "B", Page 2)

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EXHIBIT "C"

\_\_\_\_\_, 19\_\_\_\_

President  
Columbia Square Condominium Association, Inc.

Decatur, Georgia

ATTENTION: Board of Directors

Gentlemen:

You are hereby notified of my intention to sell (lease) my  
Columbia Square Condominium No. \_\_\_\_\_ to \_\_\_\_\_  
\_\_\_\_\_, who is further identified in the Attachment  
hereto. This notice is given to conform to Paragraph 13 of the  
Declaration of Condominium for Columbia Square.

For your information, \_\_\_\_\_ has  
been given a full opportunity to read and familiarize himself  
(herself) with the terms and provisions of the Declaration and  
has agreed as a condition of purchase (lease) to be bound by  
same and to assume the responsibilities and enjoy the benefits  
of ownership or tenancy at Columbia Square, as the case may  
be.

Very truly yours,

\_\_\_\_\_

NOTICE OF INTENTION TO SELL (LEASE)  
COLUMBIA SQUARE CONDOMINIUM UNIT NO. \_\_\_\_\_

PURCHASER OR LESSEE

NAME \_\_\_\_\_

PRESENT ADDRESS \_\_\_\_\_

HOW LONG? \_\_\_\_\_

EMPLOYED BY \_\_\_\_\_

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

HOME PHONE \_\_\_\_\_

BUSINESS PHONE \_\_\_\_\_

MARITAL STATUS \_\_\_\_\_

NAMES AND AGES OF CHILDREN  
WHO WILL RESIDE WITH YOU: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAMES & RELATIONSHIP OF OTHER OCCUPANTS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IF LEASE, WHAT WILL ADDRESS OF NONRESIDENT OWNER BE? \_\_\_\_\_  
\_\_\_\_\_

IF SALE, NAME AND ADDRESS OF MORTGAGEE? \_\_\_\_\_  
\_\_\_\_\_

RULES AND REGULATIONS OF  
THE COLUMBIA SQUARE CONDOMINIUM

1. All such residences shall be of new construction joined together by common foundations. No structures of a temporary character, trailer, basement, tent, shack, carport, garage, barn or other outbuilding shall be used as a residence on any portion of the property at any time either temporarily or permanently.

2. Animals and Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of the property, except that dogs, cats or other household pets may be kept by the respective owners in their respective residences provide that they are not kept, bred or maintained for any commercial purpose and do not endanger the health or, in the sole discretion of the Association's Board of Directors, unreasonably disturb the owner of any residence or any resident thereof.

3. Signs and Business Activities. No advertising signs, billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on the property, nor shall the property be used in any way or for any purpose which may endanger the health of or unreasonably disturb the owner of any residence or any resident thereof. No business activities of any kind whatever shall be conducted in any building or in any portion of the property.

4. Clotheslines, Garbage Cans, Etc. All clotheslines, equipment, garbage cans, service yards, woodpiles and storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring residences and streets. All rubbish, trash and garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.

5. Patios and Other Common Area. Except in the individual patio adjacent to a residence, no planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon said property except such as are installed in accordance with the initial construction of the buildings located thereon or as approved by the Association's Board of Directors or their designated representatives. Except for the right of ingress and egress, the owners of residences are hereby prohibited and restricted from using any of said property outside of their respective residences and the patios appurtenant thereto, except as may be allowed by the Association's Board of Directors or as expressly provided herein. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all owners in the development and is necessary for the protection of said owners.

6. Exterior Antennas. Without prior written approval and authorization of the Board of Directors, no exterior television or radio antennas of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located upon the property nor upon any structure situated upon the property other than an aerial for a master antenna system, should any such master system or systems be utilized and require any such exterior antenna.

THESE RULES AND REGULATIONS ARE NOT TO BE CONSIDERED AS PART OF THE CONDOMINIUM INSTRUMENTS FOR PURPOSES OF GA. CODE ANN. SECTION 85-1603(e).

CONSENT OF OWNER

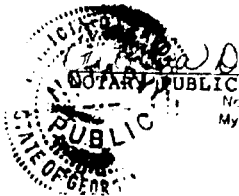
The undersigned owner of a unit at Columbia Square Condominium hereby consents to and votes in favor of the Amended and Restated Declaration of Condominium for Columbia Square Condominium and the By-Laws attached thereto.

This 9th day of March, 1981.

Signed, sealed and  
delivered in the  
presence of:

Lattie M. Jordan  
WITNESS

Harold Buckley  
NAME



Jowers  
Notary Public, Georgia, State at Large  
My Commission Expires Feb 10, 1985

Unit No. Lot 38

Please Print Name:

Harold Buckley



CONSENT OF OWNER

The undersigned owner of a unit at Columbia Square Condominium hereby consents to and votes in favor of the Amended and Restated Declaration of Condominium for Columbia Square Condominium and the By-Laws attached thereto.

This 23 day of March, 1984.

Signed, sealed and delivered in the presence of:

Cathleen Carr  
WITNESS

Richard J. Rantz  
NAME

Unit No. 16



Richard J. Rantz  
Notary Public  
March 27, 1984

Please Print Name:

Richard J. Rantz / John B. Rantz

CONSENT OF OWNER

The undersigned owner of a unit at Columbia Square  
Condominium hereby consents to and votes in favor of the Amend-  
ed and Restated Declaration of Condominium for Columbia Square  
Condominium and the By-Laws attached thereto.

This 15<sup>th</sup> day of November, 1980.

Signed, sealed and  
delivered in the  
presence of:

Geneva H. White  
WITNESS

Evans Moore  
NAME

Susan A. Kilgore  
NOTARY PUBLIC

Unit No. 3351



Notary Public, Georgia, State at Large  
My Commission Expires Oct. 13, 1984

Please Print Name:

EVANS MOORE

CONSENT OF OWNER

The undersigned owner of a unit at Columbia Square  
Condominium hereby consents to and votes in favor of the Amend-  
ed and Restated Declaration of Condominium for Columbia Square  
Condominium and the By-Laws attached thereto.

This 9 day of November, 1980.

Signed, sealed and  
delivered in the  
presence of:

Renee L. White  
WITNESS

Doris A. Profit  
NAME

Susan A. Kilgore  
NOTARY PUBLIC

Unit No. 3355

Notary Public, Georgia, State at Large  
My Commission Expires Oct. 13, 1984



Please Print Name:

Doris A. Profit

CONSENT OF OWNER

The undersigned owner of a unit at Columbia Square Condominium hereby consents to and votes in favor of the Amended and Restated Declaration of Condominium for Columbia Square Condominium and the By-Laws attached thereto.

This 11 day of November, 1980.

Signed, sealed and  
delivered in the  
presence of:

Stephen Fisher  
WITNESS

E. S. Johnson  
NAME

Susan A. Kilgore  
NOTARY PUBLIC  
Notary Public, Georgia, State at Large  
My Commission Expires Oct. 13, 1984

Unit No. 3357 Columbia Tr.



Please Print Name:

Evelyn S. Johnson

CONSENT OF OWNER

The undersigned owner of a unit at Columbia Square Condominium hereby consents to and votes in favor of the Amended and Restated Declaration of Condominium for Columbia Square Condominium and the By-Laws attached thereto.

This 17th day of November, 1980.

Signed, sealed and  
delivered in the  
presence of:

Barbara V. Brunson  
WITNESS

Rameia Lake  
NAME

Susan A. Kilgore  
NOTARY PUBLIC  
Notary Public, Georgia, State at Large  
My Commission Expires Oct. 13, 1984

Unit No. 3359 Columbia Tr.



Please Print Name:

AMEIA LAKE

CONSENT OF OWNER

The undersigned owner of a unit at Columbia Square  
Condominium hereby consents to and votes in favor of the Amend-  
ed and Restated Declaration of Condominium for Columbia Square  
Condominium and the By-Laws attached thereto.

This 2<sup>nd</sup> day of November, 1980.

Signed, sealed and  
delivered in the  
presence of:

Phyllis Finkelstein  
WITNESS

Rica L. Miller  
NAME

Susan A. Kilgore  
NOTARY PUBLIC

Unit No. 3861

Notary Public, Georgia, State at Large  
My Commission Expires Oct. 13, 1984

Please Print Name:

Rica L. Miller



CONSENT OF OWNER

The undersigned owner of a unit at Columbia Square Condominium hereby consents to and votes in favor of the Amended and Restated Declaration of Condominium for Columbia Square Condominium and the By-Laws attached thereto.

This 20<sup>th</sup> day of November, 1980.

Signed, sealed and  
delivered in the  
presence of:

Larry D. Towers  
WITNESS  
WILLIAM D. WHITE  
NOTARY PUBLIC  
Notary Public, Georgia, State at Large  
My Commission Expires Dec. 27, 1981

Jeanne D. Gates  
NAME

Unit No. 8  
3365 Columbia Trace

Please Print Name:

Jeanne D Gates Larry D Towers

BOOK 4492 PAGE 238-A

CONSENT OF OWNER

The undersigned owner of a unit at Columbia Square Condominium hereby consents to and votes in favor of the Amended and Restated Declaration of Condominium for Columbia Square Condominium and the By-Laws attached thereto.

This 9<sup>th</sup> day of November, 1980.

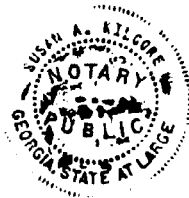
Signed, sealed and delivered in the presence of:

Gwen H. White  
WITNESS

Barbara D. Cooper  
NAME

Susan A. Kilgore  
NOTARY PUBLIC  
Notary Public, Georgia, State at Large  
My Commission Expires Oct. 13, 1984

Unit No. 3369



Please Print Name:

Barbara D. Cooper



CONSENT OF OWNER

The undersigned owner of a unit at Columbia Square Condominium hereby consents to and votes in favor of the Amended and Restated Declaration of Condominium for Columbia Square Condominium and the By-Laws attached thereto.

This 9 day of November, 1980.

Signed, sealed and  
delivered in the  
presence of:

Bereva M. White  
WITNESS

Virginia H. Mangrum  
NAME

Susan A. Kilgore  
NOTARY PUBLIC

Unit No. 3317

Notary Public, Georgia, State at Large  
My Commission Expires Oct. 13, 1984

Please Print Name:

Virginia H. Mangrum



1

CONSENT OF OWNER

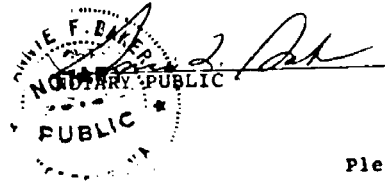
The undersigned owner of a unit at Columbia Square Condominium hereby consents to and votes in favor of the Amended and Restated Declaration of Condominium for Columbia Square Condominium and the By-Laws attached thereto.

This 8<sup>th</sup> day of December, 1980.

Signed, sealed and delivered in the presence of:

David C. Ellison  
WITNESS

Barbara O'Py Bernard  
NAME



Unit No. 12  
3379 Columbia Trace

Please Print Name:

Barbara O'Py Bernard

CONSENT OF OWNER

The undersigned owner of a unit at Columbia Square Condominium hereby consents to and votes in favor of the Amended and Restated Declaration of Condominium for Columbia Square Condominium and the By-Laws attached thereto.

This 30 day of January, <sup>1981</sup>~~1980~~.

Signed, sealed and  
delivered in the  
presence of:

James Flonell  
WITNESS

B. H. Bryant  
NAME

\_\_\_\_\_  
NOTARY PUBLIC

Unit No. 3303

Please Print Name:

B. H. BRYANT  
3796 Kensington Trace  
Decatur, Ga. 30032

CONSENT OF OWNER

The undersigned owner of a unit at Columbia Square Condominium hereby consents to and votes in favor of the Amended and Restated Declaration of Condominium for Columbia Square Condominium and the By-Laws attached thereto.

This 9<sup>th</sup> day of November, 1980.

Signed, sealed and  
delivered in the  
presence of:

Judith Barnes  
WITNESS

Faye W. Clark  
NAME

Susan A. Kilgore  
NOTARY PUBLIC

Unit No. 3384 Columbia Trac

Notary Public, Georgia, State at Large  
My Commission Expires Oct. 13, 1984

Please Print Name:

FAYE W. CLARK



CONSENT OF OWNER

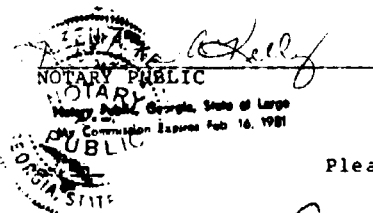
The undersigned owner of a unit at Columbia Square Condominium hereby consents to and votes in favor of the Amend-  
ed and Restated Declaration of Condominium for Columbia Square  
Condominium and the By-Laws attached thereto.

This 21 day of Nov., 1980.

Signed, sealed and  
delivered in the  
presence of:

Karen D. Thomas  
WITNESS

George L. Vickery  
NAME



Unit No. 16  
3385 Columbia Trace  
21  
3390 Columbia Trace

Please Print Name:


GEORGE L. VICKERY

CONSENT OF OWNER

The undersigned owner of a unit at Columbia Square Condominium hereby consents to and votes in favor of the Amended and Restated Declaration of Condominium for Columbia Square Condominium and the By-Laws attached thereto.

This 2nd day of November, 1980.

Signed, sealed and  
delivered in the  
presence of:

  
WITNESS John H. Eddy

Rebecca A. Greene  
NAME

James A. Kilgore  
NOTARY PUBLIC

Unit No. 3386 Col. Trace

Notary Public, Georgia, State at Large  
My Commission Expires Oct. 13, 1984

Please Print Name:

Beckie Greene



CONSENT OF OWNER

The undersigned owner of a unit at Columbia Square  
Condominium hereby consents to and votes in favor of the Amend-  
ed and Restated Declaration of Condominium for Columbia Square  
Condominium and the By-Laws attached thereto.

This 2nd day of March, 1980.

Signed, sealed and  
delivered in the  
presence of:

WITNESS



Karon J. Zach

NAME

Carol Bask

Unit No. 3391

Notary Public, Georgia, State at Large  
My Commission Expires July 27, 1983

Please Print Name:

CAROL Bask

CONSENT OF OWNER

The undersigned owner of a unit at Columbia Square Condominium hereby consents to and votes in favor of the Amended and Restated Declaration of Condominium for Columbia Square Condominium and the By-Laws attached thereto.

This 2 day of November, 1980.

Signed, sealed and  
delivered in the  
presence of:

[Signature]  
WITNESS

[Signature]  
NAME

[Signature]  
NOTARY PUBLIC

Unit No. 3392

Notary Public, Georgia, State at Large  
My Commission Expires Oct. 13, 1984



Please Print Name:

Phyllis A. Enkelstein



CONSENT OF OWNERS

The undersigned, all being members of the Columbia Square Condominium Association, Inc., and owners of units in the Columbia Square Condominium, hereby acknowledge their consent to the foregoing Amended and Restated Declaration of Condominium for Columbia Square Condominium for the purpose of submitting the Condominium and Property to the Georgia Condominium Act, and other purposes as set forth in such Amended and Restated Declaration, such consent being given in writing before the undersigned witnesses and notary publics.

Signed, sealed and delivered  
on this 30 day of  
NOVEMBER, 1980, in the  
presence of:

Yvonne Roberts  
WITNESS

Juan A. Kilgore  
NOTARY PUBLIC

Notary Public, Georgia, State at Large  
My Commission Expires Oct. 13, 1984

Signed, sealed and delivered  
on this \_\_\_\_\_ day of  
\_\_\_\_\_, 1980, in the  
presence of:

WITNESS

NOTARY PUBLIC

NAME: Morris Roberts

(Print): Morris Roberts

3393 Columbia Trail

Decatur, GA. 30032

ADDRESS

NAME: \_\_\_\_\_

(Print): \_\_\_\_\_

ADDRESS



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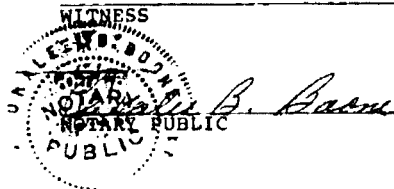
1

CONSENT OF OWNER

The undersigned owner of a unit at Columbia Square Condominium hereby consents to and votes in favor of the Amended and Restated Declaration of Condominium for Columbia Square Condominium and the By-Laws attached thereto.

This 26<sup>th</sup> day of November, 1980.

Signed, sealed and  
delivered in the  
presence of:



Cherie M. Lee  
NAME

Unit No. 25  
3394 Columbia Trace

Please Print Name:

Cherie M. Lee

CONSENT OF OWNER

The undersigned owner of a unit at Columbia Square Condominium hereby consents to and votes in favor of the Amended and Restated Declaration of Condominium for Columbia Square Condominium and the By-Laws attached thereto.

This 15 day of NOVEMBER, 1980.

Signed, sealed and  
delivered in the  
presence of:

Sherwin Z. White  
WITNESS

P. E. Sanford  
NAME

Susan A. Kilgore  
NOTARY PUBLIC

Unit No. 3395

Notary Public, Georgia, State at Large  
My Commission Expires Oct. 13, 1984



Please Print Name:

PRESTON E. SANFORD

CONSENT OF OWNER

The undersigned owner of a unit at Columbia Square Condominium hereby consents to and votes in favor of the Amended and Restated Declaration of Condominium for Columbia Square Condominium and the By-Laws attached thereto.

This 2 day of Nov., 1980.

Signed, sealed and delivered in the presence of:

Phyllis Linklater  
WITNESS

Jane W. Eddy  
NAME

Susan A. Kilgore  
NOTARY PUBLIC

Unit No. 3396 "Apple Trees"

Notary Public, Georgia, State at Large  
My Commission Expires Oct. 13, 1984

Please Print Name:

(M) JANE W. EDDY



7

CONSENT OF OWNER

The undersigned owner of a unit at Columbia Square Condominium hereby consents to and votes in favor of the Amended and Restated Declaration of Condominium for Columbia Square Condominium and the By-Laws attached thereto.

This 9 day of NOV, 1980.

Signed, sealed and  
delivered in the  
presence of:

Bonnie M. White  
WITNESS

Michael J. Olmstead  
NAME

Susan A. Kilgore  
NOTARY PUBLIC

Unit No. 3398

Notary Public, Georgia, State at Large  
My Commission Expires Oct. 13, 1984

Please Print Name:

MICHAEL J. OLMSTEAD

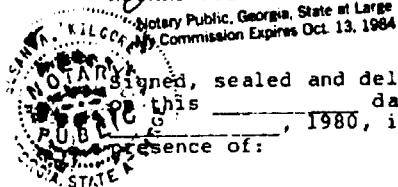


CONSENT OF OWNERS

The undersigned, all being members of the Columbia Square Condominium Association, Inc., and owners of units in the Columbia Square Condominium, hereby acknowledge their consent to the foregoing Amended and Restated Declaration of Condominium for Columbia Square Condominium for the purpose of submitting the Condominium and Property to the Georgia Condominium Act, and other purposes as set forth in such Amended and Restated Declaration, such consent being given in writing before the undersigned witnesses and notary publics.

Signed, sealed and delivered  
on this 2<sup>ND</sup> day of  
NOVEMBER, 1980, in the  
presence of:

[Signature]  
WITNESS  
[Signature]  
NOTARY PUBLIC



Signed, sealed and delivered  
this \_\_\_\_\_ day of \_\_\_\_\_  
1980, in the  
presence of:

WITNESS

NOTARY PUBLIC

NAME: Margaret Withins

(Print): Margaret Withins

3427 Cobbs Ferry Dr.  
ADDRESS

NAME: \_\_\_\_\_

(Print): \_\_\_\_\_

ADDRESS \_\_\_\_\_

CONSENT OF OWNER

The undersigned owner of a unit at Columbia Square  
Condominium hereby consents to and votes in favor of the Amend-  
ed and Restated Declaration of Condominium for Columbia Square  
Condominium and the By-Laws attached thereto.

This 2<sup>d</sup> day of November, 1980.

Signed, sealed and  
delivered in the  
presence of:

WITNESS

NAME

NOTARY PUBLIC

Unit No. 3411

Notary Public, Georgia, State at Large  
My Commission Expires Oct. 13, 1984

Please Print Name:

ROBERT I. FREEDMAN



CONSENT OF OWNER

The undersigned owner of a unit at Columbia Square Condominium hereby consents to and votes in favor of the Amended and Restated Declaration of Condominium for Columbia Square Condominium and the By-Laws attached thereto.

This 2nd day of November, 1980.

Signed, sealed and delivered in the presence of:

Jane H. Eddy  
WITNESS

Barbara V. Brunson  
NAME

Susan A. Kilgore  
NOTARY PUBLIC

Unit No. 3413

Notary Public, Georgia, State at Large  
My Commission Expires Oct. 13, 1984

Please Print Name:

BARBARA V. BRUNSON





CONSENT OF OWNER

The undersigned owner of a unit at Columbia Square  
Condominium hereby consents to and votes in favor of the Amend-  
ed and Restated Declaration of Condominium for Columbia Square  
Condominium and the By-Laws attached thereto.

This 11<sup>th</sup> day of November, 1980.

Signed, sealed and  
delivered in the  
presence of:

Barbara V. Brunson  
WITNESS

Stephen E. Eisner  
NAME

Susan A. Kilgore  
NOTARY PUBLIC

Unit No. 3415

Notary Public, Georgia, State at Large  
My Commission Expires Oct. 13, 1984



Please Print Name:

Stephen E. Eisner

CONSENT OF OWNER

The undersigned owner of a unit at Columbia Square Condominium hereby consents to and votes in favor of the Amended and Restated Declaration of Condominium for Columbia Square Condominium and the By-Laws attached thereto.

This 11<sup>th</sup> day of November, 1980.

Signed, sealed and  
delivered in the  
presence of:

Barbara T. Brunson  
WITNESS

William S. Shelton, Jr.  
NAME

Susan A. Kilgore  
NOTARY PUBLIC

Unit No. 3427

Notary Public, Georgia, State at Large  
My Commission Expires Oct 13, 1984

Please Print Name:

WILLIAM S. SHELTON, JR.



CONSENT OF OWNER

The undersigned owner of a unit at Columbia Square  
Condominium hereby consents to and votes in favor of the Amend-  
ed and Restated Declaration of Condominium for Columbia Square  
Condominium and the By-Laws attached thereto.

This 2<sup>ND</sup> day of NOVEMBER, 1980.

Signed, sealed and  
delivered in the  
presence of:

WITNESS

NAME

NOTARY PUBLIC

Unit No. 3422

Notary Public, Georgia, State at Large  
My Commission Expires Sept. 6, 1982

Please Print Name:

SUSAN A. KILGORE



CONSENT OF OWNER

The undersigned owner of a unit at Columbia Square Condominium hereby consents to and votes in favor of the Amended and Restated Declaration of Condominium for Columbia Square Condominium and the By-Laws attached thereto.

This 11<sup>th</sup> day of Nov., 1980.

Signed, sealed and  
delivered in the  
presence of:

Barbara V. Brunson  
WITNESS

Linda S. Burtz  
NAME

Joan A. Kilgore  
NOTARY PUBLIC  
Notary Public, Georgia, State at Large  
My Commission Expires Oct. 13, 1984

Unit No. 3428



Please Print Name:

LINDA S. BURTZ

CONSENT OF OWNER

The undersigned owner of a unit at Columbia Square Condominium hereby consents to and votes in favor of the Amended and Restated Declaration of Condominium for Columbia Square Condominium and the By-Laws attached thereto.

This 21st day of November, 1980.

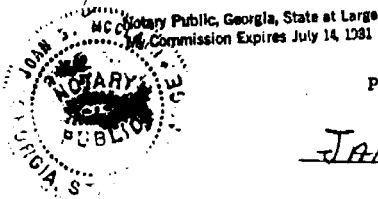
Signed, sealed and  
delivered in the  
presence of:

Rachel C. Nichols  
WITNESS

Janyce DeLaPerriere  
NAME

Joan B. McClain  
NOTARY PUBLIC

Unit No. 41  
3430 Cobbs Ferry Dr.



Please Print Name:

JANYCE DELAPERRIERE

CONSENT OF OWNER

The undersigned owner of a unit at Columbia Square Condominium hereby consents to and votes in favor of the Amended and Restated Declaration of Condominium for Columbia Square Condominium and the By-Laws attached thereto.

This 27th day of April, 1981

Signed, sealed and  
delivered in the  
presence of:

Jessie H. Barnes Steven L. Carson  
WITNESS NAME

Adrian E. Carter  
NOTARY PUBLIC

Unit No. 3432

Notary Public, Georgia, State at Large  
My Commission Expires July 4, 1981

Please Print Name:

Steven L. Carson

CONSENT OF OWNER

The undersigned owner of a unit at Columbia Square Condominium hereby consents to and votes in favor of the Amended and Restated Declaration of Condominium for Columbia Square Condominium and the By-Laws attached thereto.

This nd day of November, 1980.

Signed, sealed and  
delivered in the  
presence of:

Phyllis Lankelstein  
WITNESS

Judith H. Barnes  
NAME

Susan A. Kilgore  
NOTARY PUBLIC  
Notary Public, Georgia, State at Large  
My Commission Expires Oct. 13, 1984

Unit No. 3434 Cobb. Trng



Please Print Name:

JUDITH BARNES

CONSENT OF OWNER

The undersigned owner of a unit at Columbia Square Condominium hereby consents to and votes in favor of the Amended and Restated Declaration of Condominium for Columbia Square Condominium and the By-Laws attached thereto.

This 9 day of November, 1980.

Signed, sealed and delivered in the presence of:

Judith H. Barnes  
WITNESS

Dorothea Moss-Moseley  
NAME

Susan A. Kilgore  
NOTARY PUBLIC

Unit No. 3436

Notary Public, Georgia, State at Large  
My Commission Expires Oct. 13, 1984

Please Print Name:

Dorothea Moss-Moseley





CONSENT OF OWNER

The undersigned owner of a unit at Columbia Square Condominium hereby consents to and votes in favor of the Amended and Restated Declaration of Condominium for Columbia Square Condominium and the By-Laws attached thereto.

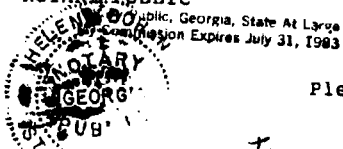
This 31st day of December, 1980.

Signed, sealed and delivered in the presence of:

Nancy C. Wells  
WITNESS

James O. McLaughlin Jr.  
NAME

Heleen Boren  
NOTARY PUBLIC



Unit No. 45  
3438 Cobbs Ferry Dr.

Please Print Name:

James O. McLaughlin Jr.

CONSENT OF OWNER

The undersigned owner of a unit at Columbia Square Condominium hereby consents to and votes in favor of the Amended and Restated Declaration of Condominium for Columbia Square Condominium and the By-Laws attached thereto.

This 9<sup>th</sup> day of NOVEMBER, 1980.

Signed, sealed and delivered in the presence of:

Judith Barnes  
WITNESS

Faye Rosen  
NAME

James A. Kilgore  
NOTARY PUBLIC  
Notary Public, Georgia, State at Large  
My Commission Expires Oct. 13, 1984

Unit No. 3440

Please Print Name:

Faye Rosen



CONSENT OF OWNER

The undersigned owner of a unit at Columbia Square Condominium hereby consents to and votes in favor of the Amended and Restated Declaration of Condominium for Columbia Square Condominium and the By-Laws attached thereto.

This 9<sup>th</sup> day of NOVEMBER, 1980.

Signed, sealed and  
delivered in the  
presence of:

Renee M. White  
WITNESS

Billie J. Shaw Jewell  
NAME

Susan A. Kilgore  
NOTARY PUBLIC  
Notary Public, Georgia, State at Large  
My Commission Expires Oct. 13, 1984

Unit No. 3441



Please Print Name:

Billie J. Shaw Jewell  
Billie J. Shaw Jewell

CONSENT OF OWNER

The undersigned owner of a unit at Columbia Square Condominium hereby consents to and votes in favor of the Amended and Restated Declaration of Condominium for Columbia Square Condominium and the By-Laws attached thereto.

This 2<sup>ND</sup> day of NOVEMBER, 1980.

Signed, sealed and  
delivered in the  
presence of:

Judith H. Barnes Mark A. Foxson  
WITNESS NAME

Susan A. Kilgore  
NOTARY PUBLIC

Unit No. 3413 CORBETT PARK DRIVE

Notary Public, Georgia, State at Large  
My Commission Expires Oct. 13, 1984

Please Print Name:

MARK A. FOXSON



7

CONSENT OF OWNER

The undersigned owner of a unit at Columbia Square Condominium hereby consents to and votes in favor of the Amended and Restated Declaration of Condominium for Columbia Square Condominium and the By-Laws attached thereto.

This 9<sup>th</sup> day of NOVEMBER, 1980.

Signed, sealed and  
delivered in the  
presence of:

Geneva L. White  
WITNESS

Chylene Wallace  
NAME

Susan A. Kilgore  
NOTARY PUBLIC

Notary Public, Georgia, State at Large  
My Commission Expires Oct. 13, 1984

Unit No. 3445

Please Print Name:

Chylene Wallace



CONSENT OF OWNER

The undersigned owner of a unit at Columbia Square Condominium hereby consents to and votes in favor of the Amended and Restated Declaration of Condominium for Columbia Square Condominium and the By-Laws attached thereto.

This 23<sup>rd</sup> day of November, 1980.

Signed, sealed and  
delivered in the  
presence of:

Marta S. Harkins  
WITNESS

John F. Kelly  
NAME

John F. Kelly  
NOTARY PUBLIC  
Notary Public, Georgia, State at Large  
My Commission Expires Dec. 20, 1980  
U.B.L.

Unit No. 50  
3447 Cobbs Ferry Dr.

Please Print Name:

JOHN F. KELLY

CONSENT OF OWNER

The undersigned owner of a unit at Columbia Square Condominium hereby consents to and votes in favor of the Amended and Restated Declaration of Condominium for Columbia Square Condominium and the By-Laws attached thereto.

This 2 day of November, 1980.

Signed, sealed and  
delivered in the  
presence of:

Phyllis Lorkelstein  
WITNESS

Geneva M. White  
NAME

Susan A. Kilgore  
NOTARY PUBLIC

Unit No. 3451 Lebbbs Ferry Drive

Notary Public, Georgia, State at Large  
My Commission Expires Oct. 13, 1984



Please Print Name:

Geneva M. White

CONSENT OF OWNER

The undersigned owner of a unit at Columbia Square Condominium hereby consents to and votes in favor of the Amended and Restated Declaration of Condominium for Columbia Square Condominium and the By-Laws attached thereto.

This 2 day of Nov., 1980.

Signed, sealed and  
delivered in the  
presence of:

Phyllis Lorkelstein  
WITNESS

Lelan Shaw  
NAME

Susan A. Kilgore  
NOTARY PUBLIC

Unit No. 3453

Notary Public, Georgia, State at Large  
My Commission Expires Oct. 13, 1984



Please Print Name:

Lelan Shaw



CONSENT OF OWNER

The undersigned owner of a unit at Columbia Square Condominium hereby consents to and votes in favor of the Amended and Restated Declaration of Condominium for Columbia Square Condominium and the By-Laws attached thereto.

This 1st day of December, 1960.

Signed, sealed and  
delivered in the  
presence of:

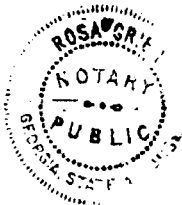
Ruth A. Bann  
WITNESS

Dr. James R. Cooper  
NAME

Lesa Greer  
NOTARY PUBLIC

Notary Public, Georgia, State at Large  
My Commission Expires Apr. 28, 1984

Unit No. 54  
3455 Cobbs Ferry Dr.



Please Print Name:

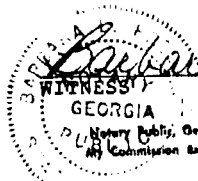
Dr. JAMES R. COOPER

CONSENT OF OWNER

The undersigned owner of a unit at Columbia Square Condominium hereby consents to and votes in favor of the Amended and Restated Declaration of Condominium for Columbia Square Condominium and the By-Laws attached thereto.

This 9<sup>th</sup> day of March, 1981  
~~1980~~

Signed, sealed and  
delivered in the  
presence of:

 Barbara D. Premell  
WITNESS  
GEORGIA  
Notary Public, Georgia State at Large  
My Commission Expires March 24, 1983  
NOTARY PUBLIC

Rachida Blackmon  
NAME  
Unit No. 3463

Please Print Name:

RACHIDA BLACKMON

CONSENT OF OWNER

The undersigned owner of a unit at Columbia Square  
Condominium hereby consents to and votes in favor of the Amend-  
ed and Restated Declaration of Condominium for Columbia Square  
Condominium and the By-Laws attached thereto.

This 11<sup>th</sup> day of November, 1980.

Signed, sealed and  
delivered in the  
presence of:

Stephen Fisher  
WITNESS

Nancy S. Weckley  
NAME

Sam A. Kibbe  
NOTARY PUBLIC

Unit No. 3457

Notary Public, Georgia, State at Large  
My Commission Expires Oct. 13, 1984



Please Print Name:

Nancy S. Weckley

CONSENT OF OWNER

The undersigned owner of a unit at Columbia Square Condominium hereby consents to and votes in favor of the Amended and Restated Declaration of Condominium for Columbia Square Condominium and the By-Laws attached thereto.

This 2 day of November, 1980.

Signed, sealed and  
delivered in the  
presence of:

Phyllis Linklater  
WITNESS

Annie R. Grove  
NAME

Susan A. Kilgore  
NOTARY PUBLIC

Unit No. 3465

Notary Public, Georgia, State at Large  
My Commission Expires Oct. 13, 1984



Please Print Name:

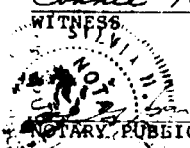
ANNIE R. GROVE

CONSENT OF OWNER

The undersigned owner of a unit at Columbia Square Condominium hereby consents to and votes in favor of the Amended and Restated Declaration of Condominium for Columbia Square Condominium and the By-Laws attached thereto.

This 25 day of November, 1980.

Signed, sealed and  
delivered in the  
presence of:

Connie Kuehn  
WITNESS  
  
NOTARY PUBLIC  
NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
COMMISSION EXPIRES JAN 6 1984  
JUDITH A. GILBERT, CLERK

Evelyn M. Fox  
NAME

Unit No. 59  
3467 Cobbs Ferry Dr.

Please Print Name:

Evelyn M. Fox

CONSENT OF OWNER

The undersigned owner of a unit at Columbia Square Condominium hereby consents to and votes in favor of the Amended and Restated Declaration of Condominium for Columbia Square Condominium and the By-Laws attached thereto.

This 2 day of November, 1980.

Signed, sealed and  
delivered in the  
presence of:

Charles Linkels  
WITNESS

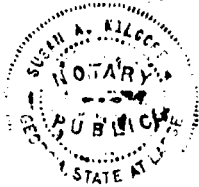
George T. Gray  
NAME

Susan A. Kilgore  
NOTARY PUBLIC  
Notary Public, Georgia, State at Large  
My Commission Expires Oct. 13, 1984

Unit No. 3481

Please Print Name:

GEORGE T. GRAY, JR.



CONSENT OF OWNER

The undersigned owner of a unit at Columbia Square Condominium hereby consents to and votes in favor of the Amended and Restated Declaration of Condominium for Columbia Square Condominium and the By-Laws attached thereto.

This 9<sup>th</sup> day of November, 1980.

Signed, sealed and  
delivered in the  
presence of:

Judith H. Barnes  
WITNESS

Josie Pinckney  
NAME

Susan A. Kilgore  
NOTARY PUBLIC

Unit No. 3483

Notary Public, Georgia, State at Large  
My Commission Expires Oct. 13, 1984



Please Print Name:

Josie Pinckney

CONSENT OF OWNER

The undersigned owner of a unit at Columbia Square Condominium hereby consents to and votes in favor of the Amended and Restated Declaration of Condominium for Columbia Square Condominium and the By-Laws attached thereto.

This 9<sup>th</sup> day of November, 1980.

Signed, sealed and  
delivered in the  
presence of:

Judith Barnes  
WITNESS

Raymond E. Bonner  
NAME

Susan A. Kilgore  
NOTARY PUBLIC  
Notary Public, Georgia, State at Large  
My Commission Expires Oct. 13, 1984

Unit No. 3485

Please Print Name:

Raymond E. Bonner





CONSENT OF OWNER

The undersigned owner of a unit at Columbia Square  
Condominium hereby consents to and votes in favor of the Amend-  
ed and Restated Declaration of Condominium for Columbia Square  
Condominium and the By-Laws attached thereto.

This 11 day of NOVEMBER, 1980.

Signed, sealed and  
delivered in the  
presence of:

[Signature]  
WITNESS

[Signature]  
NAME

[Signature]  
NOTARY PUBLIC  
Notary Public, Georgia, State at Large  
My Commission Expires Oct. 13, 1984

Unit No. 3487



Please Print Name:

Johnny C. Holmes

CONSENT OF OWNER

The undersigned owner of a unit at Columbia Square Condominium hereby consents to and votes in favor of the Amended and Restated Declaration of Condominium for Columbia Square Condominium and the By-Laws attached thereto.

This 3 day of Nov., 1980.

Signed, sealed and  
delivered in the  
presence of:

Phyllis L. Helstein  
WITNESS

Larry Kelly  
NAME

Susan A. Kilgore  
NOTARY PUBLIC  
Notary Public, Georgia, State at Large  
My Commission Expires Oct. 13, 1984

Unit No. 3489

Please Print Name:

Larry Kelly



BOOK 4492 PAGE 281

CONSENT OF OWNER

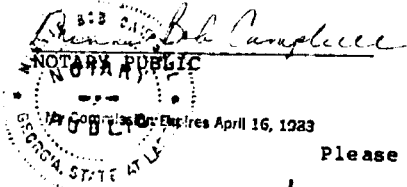
The undersigned owner of a unit at Columbia Square  
Condominium hereby consents to and votes in favor of the Amend-  
ed and Restated Declaration of Condominium for Columbia Square  
Condominium and the By-Laws attached thereto.

This 9<sup>th</sup> day of FEBRUARY, 1981.

Signed, sealed and  
delivered in the  
presence of:

Larry D. Kelly  
WITNESS

Jeffrey Somers Zaul  
NAME



Unit No. 3491

Please Print Name:

JEFFREY SOMERS ZAUL

CONSENT OF OWNER

The undersigned owner of a unit at Columbia Square Condominium hereby consents to and votes in favor of the Amended and Restated Declaration of Condominium for Columbia Square Condominium and the By-Laws attached thereto.

This 27<sup>th</sup> day of February, 1991.

Signed, sealed and delivered in the presence of:

Judy Wallace  
WITNESS

Ron Bell  
NAME

W. H. Anderson  
NOTARY PUBLIC

Notary Public, Georgia, State of Large  
My Commission Expires Jan 29 1985



Unit No. 3381 Columbia Trace  
3426 Cobbs Ferry

Please Print Name:

RON BELL

CONSENT OF OWNER

The undersigned owner of a unit at Columbia Square Condominium hereby consents to and votes in favor of the Amended and Restated Declaration of Condominium for Columbia Square Condominium and the By-Laws attached thereto.

This 30 day of January, <sup>1981</sup>~~1980~~.

Signed, sealed and  
delivered in the  
presence of:

James Flourell  
WITNESS

B.H. Bryant  
NAME

NOTARY PUBLIC

Unit No. 3419

Please Print Name:

B.H. BRYANT

3796 Kensington Trace  
Decatur, Ga. 30032

FILED  
DEC 23 8 46 AM '81  
CLERK OF SUPERIOR COURT