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Juanita Hicks
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I HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE ORIGINAL FILED IN MY OFFICE.

DECLARATION
FOR
PARK REGENCY, A CONDOMINIUM

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DECLARATION
FOR
PARK REGENCY, A CONDOMINIUM

1. NAME

The name of the condominium is Park Regency (hereinafter sometimes called "Park Regency" or the "Condominium," as further defined herein), which condominium in a residential condominium which hereby submits to the Georgia Condominium Act, O.C.G.A. Section 44-3-70, et seq., (Michie 1991).

2. DEFINITIONS

Generally, terms used in this Declaration, the By-Laws and the Articles of Incorporation shall have their normal, generally accepted meanings or the meanings given in the Act or the Georgia Nonprofit Corporation Code. Unless the context otherwise requires, certain terms used in this Declaration, the By-Laws, and the Articles of Incorporation shall be defined as follows:

(a) Act shall mean the Georgia Condominium Act, O.C.G.A. Section 44-3-70, et seq. (Michie 1991), as such act may be amended from time to time.

(b) Additional Property shall mean the property which may be added to the Condominium in accordance with the provisions of Paragraph 28 of this Declaration and Section 44-3-89 of the Act. A legal description of the metes and bounds of the Additional Property is set forth on Exhibit "B", attached hereto and incorporated herein by reference.

(c) Area of Common Responsibility shall mean and refer to the Common Elements, together with those areas, if any, which by the terms of this Declaration or by contract or agreement with any other person or entity become the responsibility of the Association. The office of any property manager employed by or contracting with the Association, if located on the Condominium, or any public rights-of-way within or adjacent to the Condominium, may be part of the Area of Common Responsibility.

(d) Articles or Articles of Incorporation shall mean the Articles of Incorporation of Park Regency Condominium Association, Inc., which have been filed with the Secretary of State of the State of Georgia.

(e) Association shall mean Park Regency Condominium Association, Inc., a Georgia nonprofit corporation, its successors or assigns.

(f) Balcony Planters shall mean the planters (as measured from their external surfaces) and all soil and plant materials from time to time contained therein, which are located adjacent to the balcony Limited Common Elements of the following Residential Units, as more particularly shown on the Plans: 501, 506, 602, 607, 702, 707, 802, 807, 902, 907, 1002, 1007, 1102, 1107, 1202, 1207, 1302, 1307, 1402, 1407, 1502, 1507, 1602, 1607, 1702, 1707, 1802, 1807, 1902, 1907, 2002, 2003, 2007, 2101, 2105, 2201, 2205, 2301, 2302, 2305, 2401, 2403, 2404, 2501 and 2503.

(g) Board or Board of Directors shall mean the elected body responsible for management and operation of the Association.

(h) Building or Buildings shall mean the building which is located on that portion of the Condominium as shown on the Plat and the Plans (sometimes hereinafter also referred to as the "Park Regency Building") and, if all or any portion of the Additional Property has been added to the Condominium pursuant to Paragraph 28 hereof, any condominium building(s) located and constructed on the Additional Property.

(i) By-Laws shall mean the By-Laws of Park Regency Condominium Association, Inc.

(j) CAM Agreement shall mean that certain Amended and Restated Common Area Maintenance Agreement by and among the Declarant, TAP Associates, L.P. and Estates at Phipps Limited Partnership, dated March 31, 1999, and recorded on April 2, 1999 at Deed Book 26371, Page 326, Fulton County, Georgia Records.

(k) Common Elements shall mean those portions of the property subject to this Declaration which are not included within the boundaries of a Unit, as more particularly described in this Declaration.

(l) Common Expenses shall mean the expenses incurred or anticipated to be incurred by the Association for the general benefit of all of the Condominium, including, but not limited to, those expenses incurred for maintaining, repairing, replacing, and

operating the Common Elements, including the Limited Common Elements.

(m) Community-Wide Standard shall mean the standard of conduct, maintenance, or other activity generally prevailing within the Condominium. Such standard may be more specifically determined by the Board.

(n) Condominium shall mean all that property described in Exhibit "A" attached hereto and incorporated herein by this reference, submitted to the provisions of the Act by this Declaration, and all portions of the Additional Property as may be made subject to this Declaration pursuant to the terms hereof.

(o) Condominium Instruments shall mean this Declaration and all exhibits to this Declaration, as well as the Plat and Plans, all as may be supplemented and/or amended from time to time.

(p) Declarant shall mean Park Regency Partners L.P., a Delaware limited partnership or any successor or successor-in-title thereof who comes to stand in the same relation to the Condominium as did its predecessor, provided such successor or successor-in-title is designated in writing by its predecessor as a successor to the rights of such predecessor thereunder.

(q) Directors shall mean members of the Board.

(r) Eligible Mortgage Holder shall mean those holders of first mortgages secured by Units in the Condominium who have requested notice of certain items as set forth in Paragraph 20(c) of this Declaration.

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

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

(u) Mortgage shall refer to any mortgage, deed to secure debt, deed of trust, or other transfer or conveyance for the purpose of securing the performance of an obligation, including, but not limited to, a transfer or conveyance of fee title for such purpose.

(v) Mortgagee or Mortgage Holder shall mean the holder of any Mortgage.

(w) Occupant shall mean any Person occupying all or any portion of a Unit for any period of time, regardless of whether such Person is a tenant or the Owner of such property.

(x) Owner shall mean the record title holder of a Unit within the Condominium, but shall not include a Mortgage Holder.

(y) Parking Structure shall mean that three-level parking structure which is located upon and under the Condominium and designed for parking use on the Plat and the Plans.

(z) Parking Unit shall mean any Unit located within the Parking Structure as shown on the Plat and the Plans. Parking Units are intended to be used for the parking of private passenger vehicles.

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

(ab) Plat and Plans shall have the meanings as set forth in Paragraph 3 of this Declaration.

(ac) Reciprocal Easement Agreement shall mean that certain Reciprocal Easement Agreement by and among the Declarant, TAP Associates, L.P. and Estates at Phipps Limited Partnership, dated March 31, 1999, and recorded on April 2, 1999 at Deed Book 26371, Page 289, Fulton County, Georgia Records.

(ad) Residential Unit shall mean any Unit located within the Building which is not a "Parking Unit" or a "Service Unit."

(ae) Service Unit shall mean any Unit designated as a Service Unit on the Plat and the Plans recorded in the Fulton County, Georgia records, as the same may be supplemented and/or amended from time to time. "Service Unit Type A" and "Service Unit Type B" as used herein shall mean those Service Units to be used for the respective purposes described in Paragraph 15(a)(iii) of this Declaration.

(af) Unit shall mean that portion of the Condominium intended for individual ownership and use as more particularly described in this Declaration and shall include the undivided ownership in the Common Elements assigned to the Unit by this Declaration. The Condominium contains three (3) separate classes of Units: "Residential Units", "Parking Units" and "Service Units".

3. LOCATION, PROPERTY DESCRIPTION, PLATS AND PLANS.

The Condominium subject to this Declaration and the Act is located in Land Lot 44, of the 17th District of Fulton County, Georgia, being more particularly described in Exhibit "A", attached to this Declaration, which exhibit is specifically incorporated herein by this reference. The Condominium shall also include all or any portion of the Additional Property described in Exhibit "B" which is added hereto pursuant to Paragraph 28; provided, however, there is no obligation or requirement that all or any portion of the Additional Property be added to the Condominium. A plat of survey relating to the Condominium has been filed simultaneously with this Declaration in Condominium Plat Book 14, Pages 75 to and 77, of the Fulton County, Georgia records (the "Plat"). Floor plans relating to the Condominium have been filed in Condominium Floor Plan ~~Book Number~~ 14, ~~Folder Number~~ 87-111, Fulton County, Georgia records (the "Plans"). The Plat and the Plans as they may be supplemented and/or amended from time to time, including without limitation to include all or any portion of the Additional Property pursuant to Paragraph 28 hereof, are incorporated herein by reference as fully as if the same were set forth in their entirety herein.

4. UNITS AND BOUNDARIES.

Subject to expansion as provided in Section 28 hereof, the Condominium is initially divided into 150 Residential Units, 300 Parking Units, three (3) Service Units, the Limited Common Elements and the Common Elements. Each Unit consists of a dwelling (except in the case of Parking Units and Service Units) and its appurtenant percentage of undivided interest in the Common Elements as shown on Exhibit "C" attached to this Declaration and incorporated herein by this reference, subject to periodic reallocation upon submission of all or any portion of the Additional Property pursuant to Paragraph 28 hereof as computed using the method contained in Paragraph 5(a) hereof. Each Unit shall be conveyed as a separately designated and legally described freehold estate subject to the Act and the Condominium Instruments, the By-Laws and the rules and regulations. The Units are depicted on the Plats of survey and the Plans. Each Unit shall consist of the space enclosed and bounded by the horizontal and vertical planes as shown on the Plats and Plans, but shall not include the boundaries of the Unit. The boundaries of the Units conveyed by the Declarant as finished Units are as follows:

(a) Residential and Service Units:

(i) Upper and Lower Boundaries. The upper and lower

boundaries extended to their planar intersections with the perimetrical boundaries of the Unit as follows:

(A) Upper Boundary - the horizontal plane of the unfinished upper surface of the ceiling.

(B) Lower Boundary - the horizontal plane of the unfinished upper interior surface of the floor.

(ii) Perimetrical Boundaries. The perimetrical boundaries of each Unit shall be the vertical planes of the exterior surfaces of exterior windows and glass doors bounding a Unit and the unfinished interior surfaces of the walls, and entry doors bounding the Unit, excluding paint, wallpaper and like coverings, extended to their planar intersections with each other and with the upper and lower boundaries.

(b) For Residential and Service Units to be conveyed as unfinished shells, the boundaries are as follows:

(i) Upper and Lower Shell Boundaries. The upper and lower boundaries extended to their planar intersections with the perimetrical boundaries of a shell Unit as follows:

(A) Upper Boundary - the horizontal plane of the unfinished lower surface of the floor or roof immediately above the Unit.

(B) Lower Boundary - the horizontal plane of the unfinished upper interior surface of the floor.

(ii) Perimetrical Shell Boundaries. The perimetrical boundaries of each shell Unit shall be the vertical planes of the exterior surfaces of exterior windows and glass doors bounding a Unit and the surfaces nearest the Unit of the walls and entry doors bounding adjacent Units extended to their planar intersections with each other and with the upper and lower boundaries.

(c) Parking Units:

(i) Upper and Lower Parking Unit Boundaries: The upper and lower boundaries extended to their planar intersections with the perimetrical boundaries of the Parking Unit as follows:

(A) Upper Boundary -- the horizontal plane of the lower surface of the concrete ceiling above the Parking Unit and, if applicable, the plane of the outer surfaces of any beam or beams above the Parking Unit.

(B) Lower Boundary -- the horizontal plane of the upper surface of the concrete floor of the Parking Unit.

(ii) Perimetrical Boundaries: The perimetrical boundaries of each Parking Unit shall be the vertical planes extending upward from the lines formed by connecting the four (4) inset floor markers located on the lower boundary of the Parking Unit on the garage floor established for such Parking Unit, such vertical planes forming a 90-degree angle with the lower boundary of the Parking Unit, extended to their planar intersections with each other and with the upper and lower boundaries.

Each Unit shall include all improvements contained within such area, including any plumbing and electrical fixtures; provided, however, that no bearing walls and bearing columns of the Building or Parking Structure located in a Unit and no pipes, wires, conduits, ducts, flues, shafts, and public utility lines situated within such Unit and forming part of any system serving one or more other Units or the Common Elements shall be deemed to be a part of such Unit. With respect to any Residential Unit which is located on more than one floor, no portion of the Building or structure which is located above the horizontal plane of the unfinished interior surface of the uppermost structural ceiling of the lower level of the Unit and below the horizontal plane of the unfinished interior surface of the structural floor of the upper level of the same Unit, shall be deemed to be a part of such Unit but shall be considered a part of the Common Elements. Notwithstanding the foregoing, a Residential Unit Owner or Service Unit Owner may decorate the exterior surface of any bearing walls, bearing columns and the floors and ceilings of portions of the Building or structure which are interior to his Residential Unit or Service Unit subject to those restrictions set forth in this Declaration, including by way of illustration and not by limitation, Paragraph 14.

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

The ownership of each Residential Unit or Service Unit shall include, and there shall pass with each such Unit, whether or not separately described in the conveyance thereof, that percentage of the right, title and interest in the Common Elements attributable

to such Unit, together with membership in the Association and an undivided interest in the funds and assets held by the Association.

5. COMMON ELEMENTS.

(a) General.

The Common Elements consist of all portions of the Condominium not located within the boundaries of a Unit, including, without limitation, if and when provided, the Limited Common Elements, land, foundations, walls, hallways, stairways, entrances and exits, lobby, Parking Structure (other than Parking Units), receiving room, mechanical equipment areas, locker rooms, health club, swimming pool, guest rooms, management/security office, restrooms, storage rooms, elevators, basements, boilers, the boiler room, roof, pipes, ducts, electrical wiring and conduits (except pipes, ducts, electrical wiring and conduits situated entirely within a Unit and serving only such Unit), central heating systems, public utility lines, structural parts of the Building, Balcony Planters, outside walks and driveways, landscaping and all other portions of the Condominium except the individual Units. Common Elements shall also include walls and columns providing structural support located within the boundaries of a Unit and pipes, ducts, electrical wiring, flues, shafts, conduits and related apparatus located within a shell Unit but serving another Unit. Any references to "Common Elements" appearing on the Plat (except references to Limited Common Elements) shall be deemed solely for the purpose of general information and shall not be limiting in any way, nor shall any such reference define the Common Elements in any way.

Ownership of the Common Elements shall be by the Residential Unit and Service Unit Owners as tenants-in-common. The percentage of undivided interest in and to the Common Elements attributable to each such Unit shall be as set forth in Exhibit "C"; provided, however, if all or any portion of the Additional Property is added to the Condominium as provided in Paragraph 28 hereof, such percentage ownership shall be reallocated among all Residential Unit and Service Unit Owners (including new Units contained within the Additional Property) such that the percentage of ownership attributable to each such Unit shall be determined by dividing the square footage of such Unit by the aggregate square footage of all Residential and Service Units (including new Units contained within the Additional Property) and multiplying the quotient derived therefrom by one hundred (100). For purposes hereof, square footage shall be the area of each Unit including the exterior or boundary walls and without deduction for columns and other Common Elements which may be within the boundary of a Unit. Except as provided in Paragraphs 14 and 28 of this Declaration, such

percentages of undivided interest may be altered only by the consent of all Owners and Mortgagees (or such lesser number of Owners and Mortgagees, as may hereafter be prescribed by the Act) expressed in a duly recorded amendment to this Declaration.

The Common Elements shall remain undivided, and no Owner nor any other person shall bring any action for partition or division of the whole or any part thereof except as provided in the Act. Except as provided for Limited Common Elements or as otherwise provided herein, each Owner and the Association may use the Common Elements for the purposes for which they are intended; but no such use shall interfere with or encroach upon the lawful rights of the other owners.

(b) Parking Structure:

(i) All portions of the Parking Structure other than the Parking Units shall be part of the Common Elements and parking privileges therein may be assigned and/or rented by the Association to Owners and others upon such terms as the Board may approve. The Board shall have no obligation to provide parking spaces for Owners or Occupants, as Owners wishing to park vehicles are required to purchase Parking Units. Parking for the Owner of a Unit and Occupants thereof is limited to the Parking Units owned by such Owner, and portions of the Parking Structure which are not Parking Units are intended to be used for guest or employee parking or as the Board may otherwise establish in its sole discretion from time to time.

(ii) Undivided interests in the Common Elements attributable to Parking Units shall be deemed to be included in the undivided interests in the Common Elements allocated to each Residential Unit as set forth in Exhibit "C" hereto, and the undivided interest in the Common Elements allocated to each Residential Unit shall not be affected by the number of Parking Units owned.

(c) Wine Lockers. The wine lockers in the wine cellar in the Building shall be part of the Common Elements and may be assigned or rented to Owners in such a manner and subject to such rules and regulations as the Board may prescribe.

(d) Roof Rights. The roof and parapet of the Park Regency Building is a Common Element, subject to a permanent exclusive easement in favor of the Owner of Service Unit Type B (which Service Unit Type B shall consist of certain space on the 25th floor of the Park Regency Building and certain space within the mechanical penthouse on the roof of the Park Regency Building, all

as shown on the Plat and Plans) for the purposes of entering upon the roof and parapet at any time and from time to time and erecting, installing, maintaining, repairing, rebuilding, and operating thereon any number of communication dishes, antennas, terminals and towers (and any equipment, structures and devices to be used in connection therewith) for the receipt and transmission of communication signals, whether carried by wires, electronic magnetic reduction waves or in any other manner now known or hereafter developed; provided that the appearance of same shall not be unsightly and shall be of a neutral color and provided further that the operation of same shall not disrupt the television or radio reception of any Owner. The Association and Owners consent to all of the foregoing and hereby appoint the purchaser of Service Unit Type B as their proxy and attorney-in-fact to execute all documents or to take such other acts as may be necessary or appropriate to evidence such consent with respect to the Park Regency Building. This power of attorney is coupled with an interest and is irrevocable. The roof may not be used for recreational purposes by the Owner of Service Unit Type B or by any other Owner. Notwithstanding the provisions of this Subsection 5(d), the Association shall have the right to erect and maintain a television antenna and other such television signal receiving devices ("Devices") on the roof of the Park Regency building, subject to the following restrictions: (i) the Devices may not be used for commercial purposes and may be used only to receive television signals used by Owners and Occupants of Units in the Park Regency Building, (ii) the Devices shall not adversely effect, interfere with, or be competitive with any use of the roof by the Owner of Service Unit Type B, or the exclusive easement granted to the Owner of Service Unit Type B to use the roof, (iii) no Device shall exceed twenty-five (25) feet in height, and (iv) the location, aesthetics, design and configuration of any such Devices shall be subject to the prior written approval of the Declarant and the Owner of Service Unit Type B.

(e) Storage Rooms. The storage rooms located in the Parking Structure shall be a part of the Common Elements; provided however, every Owner of a Residential Unit shall be entitled to the use of one (1) storage room without any additional charge or fee so long as such Residential Unit Owner shall comply with the rules and regulations established by the Association, if any, with respect to such storage rooms. Subject to the foregoing, the Association shall have the exclusive right to assign, rent or grant licenses for the use of the storage rooms to any Owners and others upon such terms as the Board may approve; provided however, any such assignment, rental or license for the use of a storage rooms shall be subject to be revoked at any time, in the sole discretion of the Board, if there is not at least one (1) storage room available

within the Parking Structure to every Owner of a Residential Unit. An Owner's interest in an assignment, rental or license to use any storage rooms shall terminate when he ceases to be an Owner. In no event shall an assignment, rental or license to use a storage room be held jointly in the name of two or more Owners of different Units, unless approved by the Declarant, or if the Declarant no longer owns at least one Unit, by the Board, subject to such rules and regulations as the Board may adopt.

(f) Balcony Planters. The Balcony Planters shall be a part of the Common Elements. The Association shall have a perpetual right and easement of access to and from the Balcony Planters over, through and upon each Unit and the balconies adjoining the individual Units, for the purpose of periodic maintenance and upkeep of the Balcony Planters and the plantings therein, and shall have a right of entry into the Unit to maintain the Balcony Planters as set forth in Section 9(a) hereof. The Association shall determine the plant materials to be included in the Balcony Planters and shall maintain the Balcony Planters to such standards as the Association shall from time to time determine. No Owner shall be entitled to the use of the Balcony Planters, and no Owner shall place any objects or plant materials in or on the Balcony Planters, without the prior consent of the Association.

6. LIMITED COMMON ELEMENTS.

(a) The Limited Common Elements shall consist of the balconies adjoining the individual Units (but not the Balcony Planters), as shown on the Plats and Plans and any mechanical, electrical, heating or air conditioning components or similar apparatus designed to serve a single Unit, assigned as Limited Common Elements appertaining to the Unit so served.

(b) The Board, without need for a membership vote, is hereby authorized to assign and to reassign Limited Common Elements, provided that any such assignment or reassignment shall be made in accordance with the provisions of Section 44-3-82(b) and (c) of the Act. The only Common Elements which may be assigned as Limited Common Elements are the storage rooms and wine lockers in the Parking Structure. Subject to the limitations in this paragraph, a Common Element not previously assigned as a Limited Common Element may be so assigned by the Board, without the need for a vote of the Association, upon written application to the Association by the Owner or Owners for whose exclusive use such Common Element is requested. Upon such application and approval and payment by such Owner(s) of all reasonable costs for the preparation, execution, and recordation, the Association shall prepare and execute an amendment to the Declaration assigning the

Common Element as a Limited Common Element, which amendment shall be executed by the Owner or Owners making such application. Such amendment shall be delivered and become effective as provided in Section 44-3-82 of the Act.

7. ASSOCIATION MEMBERSHIP AND ALLOCATION OF VOTES.

All Owners, by virtue of their ownership of a fee or undivided fee interest in any Residential Unit or Service Unit in the Condominium, excluding Persons holding such interest under a Mortgage, are members of Park Regency Condominium Association, Inc., and, except as otherwise provided herein or in the By-Laws, 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 Declaration and By-Laws, each Owner shall be entitled to one (1) vote for each Residential Unit or Service Unit in which he or she holds the interest required for membership, which vote shall be appurtenant to such Residential Unit or Service Unit, as the case may be. If an Owner combines two or more Residential Units into one Residential Unit, such Owner shall have as many votes as appertained to the Units before combination. If an Owner subdivides his Unit into two or more Units, the Owner of each Unit created thereby shall have that percentage of the votes appurtenant to the Unit before subdividing as corresponds to the ratio of floor space between the subdivided Residential Units. If an Owner transfers a portion, but not all, of his Unit to the Unit Owner of an adjacent Unit so that the portion so transferred is combined with the adjacent Unit, there is no transfer of vote; both the transferor Owner and the transferee Owner shall have the same number of votes as they had immediately prior to the transfer. Upon the conveyance or transfer of an Owner's ownership interest to a new Owner, the new Owner shall simultaneously succeed to the former Owners membership in the Association. Upon the conveyance or transfer of a portion of an Owner's ownership interest, the transferring Owner and the transferee thereof shall share the membership in the Association attributable to the Unit in accordance with their respective ownership interest in the Unit following such conveyance or transfer. All votes for Parking Units shall be included in the votes attributable to Residential Units, and votes attributable to Residential Units shall not be affected by the number of Parking Units owned, as more fully set forth in the By-Laws.

8. ALLOCATION OF LIABILITY FOR COMMON EXPENSES.

Except as otherwise provided herein, each Unit is hereby allocated liability for Common Expenses apportioned in accordance with the percentage of undivided interest in the Common Elements appurtenant to the Unit, as shown on Exhibit "C" or as reallocated pursuant to this Declaration. The liability for Common Expenses attributable to Parking Units shall be deemed to be included in the liability for Common Expenses allocated to the Residential Units as set forth in Exhibit "C" herein, and the liability for Common Expenses allocated to Residential Units shall not be affected by the number of Parking Units owned.

(a) Except as provided below, or elsewhere in the Act or Condominium Instruments, the amount of all Common Expenses shall be assessed against all the Units in accordance with the allocation of liability for Common Expenses described above.

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

(i) Except for expenses incurred for periodic maintenance, repair and replacement of any portion of the Common Elements or the Units which the Association has the obligation to maintain, repair or replace under the Condominium Instruments, any Common Expenses benefitting less than all of the Units or significantly disproportionately benefitting all Units may be specifically assessed equitably among all of the Units which are benefitted according to the benefit received. The foregoing special assessments shall include, without limitation, (A) in the event all or any portion of the Additional Property is added to the Condominium pursuant to Paragraph 28 hereof, the special assessment of all Owners of Residential Units in one of the Buildings for such Owners' equitable share, as determined by the Board, of expenses incurred solely in connection with the Common Elements of such Building (other than expenses incurred for periodic maintenance, repair or replacement of any portion of the Common Elements or the Units which the Association has the obligation to maintain, repair or replace under the Condominium Instruments), and (B) the special assessment of all Owners benefitted by any optional service provided by or through the Association for the Owner's equitable

share of the cost of such service.

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

For purposes of subparagraph (b) of this Paragraph, nonuse shall constitute a benefit to less than all Units or a significant disproportionate benefit among all Units only when such nonuse results in an identifiable, calculable reduction in cost to the Association.

(c) In the event services are available to individual residences, including, but not limited to emergency maintenance service, the costs of such services shall be specially assessed equitably by the Board among the Units pursuant to subparagraph 8(b)(i) above, it being expressly acknowledged and agreed to by each Owner and Occupant making use of such services that he or she agrees to such special assessment being levied as herein provided. Each Owner agrees and covenants to pay to the Association, those costs for such services by himself or herself and by his or her tenant, in the event the tenant fails to pay such costs. If an Owner refuses to pay such charges within five (5) days after written demand, the Association shall have the right to suspend all such services in addition to all other enforcement rights provided herein and in the By-Laws.

(d) The Board shall have the authority to levy move-in and move-out fees and an hourly charge for security for the Parking Structure during the period of the move pursuant to subparagraph 8(b)(i) of this Declaration. Additionally, the Board shall have the authority to levy rental charges and/or fees upon the Owners of Parking Units as deemed necessary in the discretion of the Board. Each Owner agrees to pay such costs described in this subparagraph (d) incurred by himself or herself and by his or her tenant, in the event the tenant fails to pay such costs.

9. ASSOCIATION RIGHTS AND RESTRICTIONS.

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

(a) to enter into Units for maintenance, emergency, security, or safety purposes, including ingress and egress through the Units for maintenance of the Balcony Planters and maintenance and cleaning of the exterior of the Building, including, without

limitation, installation and use of equipment and apparatus to wash windows not accessible from the balconies, which right may be exercised by the Board, officers, agents, employees managers, and all police officers, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation entry shall be only during reasonable hours and after reasonable notice to the Owner or Occupant of the Unit;

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

(c) to enforce, against any Owner, Occupant, tenant or any other Person, the use restrictions, other Declaration and By-Laws provisions and rules and regulations by the imposition of reasonable monetary fines and suspension of use and voting privileges as provided in Section 44-3-76 of the Act (these powers, however, shall not be construed as limiting any other legal means of enforcing the use restrictions or rules and regulations of the Association, and any failure by the Board to enforce any provision of the Declaration, By-Laws or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter);

(d) to grant permits, licenses, utility easements, and other easements, including, but not limited to, easements over, under, upon and through the Common Elements for the non-exclusive use of the Common Elements for the benefit of any owner of all or any portion of the Additional Property and their successor or successors in title, and their respective guests and invitees, regardless of whether such portion of the Additional Property shall have been added to the Condominium;

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

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

(g) to represent the Owners in dealing with governmental entities;

(h) to lease, purchase or mortgage one or more Units or other residential quarters for a Building manager and engineer (all rental or debt service paid by the Association pursuant to any such lease agreement or mortgage to be a Common Expense of the

Association);

(i) to close permanently or temporarily any portion of the Common Elements (excluding the Limited Common Elements) with sixty (60) days prior notice to all Owners; provided, however, the Owners may re-open the closed Common Elements by a Majority vote of the total Association vote, cast at a duly called special or annual meeting;

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

(k) to enter upon any portion of the Common Elements to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates the Declaration, the By-Laws, or the rules or regulations, which right may be exercised by the Board, officers, agents, employees, managers, and any other Person authorized by the Association;

(l) to enforce any provision of this Declaration, the By-Laws, or the rules and regulations by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both. In any such action, to the maximum extent permissible, the Owner or Occupant responsible for the violation for which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred. All costs of self-help, including reasonable attorney's fees, shall be assessed against the violating Owner and shall be a lien against the Unit.

Nothing contained in this Paragraph 9 shall prevent or preclude the Association from assigning its rights and/or delegating its duties as provided in Paragraph 18 of this Declaration.

10. ASSESSMENTS.

(a) Purpose of Assessment. The Association shall have the power to levy assessments as provided herein and in the Act. The assessments for Common Expenses provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and Occupants of 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. The Declarant shall also have the right

to collect a capital reserve contribution from each purchaser of a Unit from the Declarant.

(b) Creation of the Lien and Personal Obligation for Assessments; Fines. Each Owner of any Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges; (ii) special assessments, such assessments to be established and collected as herein provided; and (iii) specific and/or special assessments against any particular Unit which are established pursuant to the terms of this Declaration, including but not limited to reasonable fines imposed in accordance with the terms of this Declaration.

In the event that any Occupant of a Unit violates the Declaration, By-Laws, or a rule or regulation and a fine is imposed, notice of such violation shall be sent to the Owner and Occupant, and the fine shall first be assessed against such Occupant; provided, however, if the fine is not paid by the Occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Association, and the fine shall be an assessment and a lien against the Unit until paid.

All such assessments, together with charges, fines, interest, costs, and reasonable attorney's fees actually incurred, 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 or other charge fell due. Each Owner and his or her grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance.

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

(c) Delinquent Assessments. All assessments and related charges not paid on or before the due date shall be delinquent, and

the Owner shall be in default.

(i) If any monthly installment of annual assessments or any part thereof is not paid in full by the fifth (5th) day of the month or if any other charge is not paid within five (5) days of the due date, a late charge equal to the greater of ten (\$10.00) dollars or ten (10%) percent of the amount not paid, or such higher amounts as may be authorized by the Act, may be imposed without further notice or warning to the delinquent Owner and interest at the rate of ten (10%) percent or such higher rate as may be permitted by the Act shall accrue from the due date.

(ii) If part payment of assessments and related charges is made, the amount received may be applied in the following order:

(1) respectively, to any unpaid late charges, interest charges, and specific assessments (including, but not limited to, fines) which are not the subject matter of suit in the order of their coming due;

(2) to costs of collection, including reasonable attorney's fees actually incurred by the Association;

(3) to any unpaid installments of the annual assessment or special assessments which are not the subject matter of suit in the order of their coming due;

(4) respectively, to any unpaid late charges, interest, specific assessments (including, but not limited to, fines), and installments of the annual assessments or special assessments which are the subject matter of suit in the order which they came due;

(iii) If assessments, fines or other charges or any part thereof due from an Owner remain delinquent and unpaid for a period greater than five (5) days from the date due, the Association may send to such Owner a notice of delinquency, which shall provide that the Board may accelerate and declare immediately due all of that Owner's unpaid installments of the annual assessment and of any special assessment. If an Owner fails to pay all assessments and related charges currently due within ten (10) days of the date of the notice of delinquency, the Board may then accelerate and declare immediately due all installments of the annual assessment and of any special assessment, without any further notice being given to the delinquent Owner. Upon acceleration, that Owner shall thereby lose the privilege of paying the annual assessment in monthly installments for that fiscal year.

(iv) If assessments and other charges or any part thereof remain unpaid more than thirty (30) days after the assessment payments first become delinquent, the Association, acting through the Board, may (A) institute suit to collect all amounts due pursuant to the provisions of the Declaration, the By-Laws, the Act and Georgia law and suspend the Owner's and/or Occupant's right to vote and the right to use the Common Elements (provided, however, the Board may not limit ingress and egress to or from the Unit) and/or (B) seek to and foreclose the lien for such assessments in accordance with the Act, and/or (C) exercise and enforce any and all rights and remedies as provided in the Act or in this Declaration or otherwise available at law or in equity for the collection of unpaid assessments.

(v) In the event any assessment is delinquent for sixty (60) days or more, in addition to all other rights provided in the Act and this Declaration, the Association shall have the right upon ten (10) days written notice, to suspend any utility services, the cost of which are a Common Expense of the Association, including, but not limited to, water, heat, air conditioning and cable television, to that Unit until such time as the delinquent assessments and all costs permitted pursuant to this subparagraph are paid in full. Any costs incurred by the Association in discontinuing and/or reconnecting any utility service, including reasonable attorney's fees, shall be an assessment against the Unit and shall be collected as provided herein for the collection of assessments. The notice requirement of this subparagraph shall be deemed complied with if the notice is sent certified mail to the Unit address and to any other address the Owner of the Unit has provided in writing to the Association.

(d) Computation of Operating Budget and Assessment. It shall be the duty of the Board at least twenty-one (21) days prior to the beginning of the Association's fiscal year to prepare a budget covering the estimated costs of operating the Condominium during the coming year. The Board shall cause the budget and notice of the assessment to be levied against each Unit for the following year to be delivered to each member at least twenty-one (21) days prior to the Association's annual meeting. If the proposed budget increases the assessment in excess of a percentage equal to the annual rate of inflation as measured by the Consumer Price Index for All Urban Consumers for the immediately preceding twelve (12) month period, then the budget and the assessment shall become effective upon approval of the budget by a Majority of the Owners. If the proposed budget does not increase the assessment in excess of a percentage equal to the annual rate of inflation as measured by the Consumer Price Index for all Urban Consumers for the

immediately preceding twelve (12) month period, then the budget and the assessment shall become effective unless disapproved at a duly called and constituted annual meeting of the Association by a vote of a Majority of the total Association membership; provided, however, if a quorum is not obtained at the annual meeting, the budget shall become effective even through a vote to disapprove the budget could not be called at this meeting. If all or any portion of the Additional Property is added to the Condominium pursuant to Paragraph 28 hereof and such Additional Property is developed with Residential Units, the Board shall use its reasonable efforts in establishing the budget to identify within the budget those expenses which are not attributable to Common Elements used by Owners of Units within the Additional Property and which, therefore, should not be assessed against the Owners of Units located within the Additional Property, such as, by way of example and not limitation, the costs of cleaning the Common Elements on those floors of the Park Regency Building located above the lobby level.

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. In such case, the Board may propose a new budget at any time during the year at a special meeting of the Association. The proposed budget and assessment shall be delivered to the members at least thirty (30) days prior to the proposed effective date thereof and at least seven (7) days prior to the special meeting. The approval procedure set forth above for budgets considered at annual meetings shall also apply to budgets considered at special meetings.

(e) Special Assessments. If the assessment proves inadequate for any year, the Board may, at any time, and in addition to any other rights it may have, levy a special assessment against all Owners, notice of which shall be sent to all Owners. Any special assessment which would cause the average total of special assessments levied in one fiscal year to exceed two hundred (\$200.00) dollars per Unit (except as provided in Paragraph 8(b) regarding the power to assess specially pursuant to Section 44-3-80(b) of the Act and Paragraph 12(b) herein, regarding repair or reconstruction of casualty damage to or destruction of all or part of the Condominium) shall be approved by a Majority of the Owners prior to becoming effective.

(f) Capital Budget and Contribution. The Board shall prepare a capital budget for each fiscal year which shall take into account

the number and nature of replaceable assets, the expected life of each asset, the expected repair or replacement cost thereof and any capital reserves deemed reasonable and necessary by the Board. The Board shall set the required capital contribution, if any, for such fiscal year for each Unit on the first day of such fiscal year in an amount sufficient to permit meeting the projected capital needs of the Association and any capital reserves required by the Board, as shown on the capital budget, for such year. The capital contribution required, if any, shall be fixed by the Board and included within the budget and assessment as provided in subparagraph (d) of this Paragraph. A copy of the capital budget shall be distributed to each member in the same manner as the operating budget. If all or any portion of the Additional Property is added to the Condominium pursuant to Paragraph 28 hereof and such Additional Property is developed with Residential Units, the Board shall use its reasonable efforts in establishing the budget to identify within the budget those capital expenses which are not attributable to Common Elements used by Owners of Units located within the Additional Property and which, therefore, should not be assessed as capital contributions against the Owners of Units located within the Additional Property, such as, by way of example and not limitation, the capital costs of roof repairs of the Park Regency Building.

(g) 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 (5) days of receipt of the request for a statement; provided, however, the Association may require the payment of a fee, not exceeding ten (\$10.00) dollars, as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Unit as of the date specified therein.

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

(i) Budget and Assessment for Additional Property. If all or any portion of the Additional Property is added to the Condominium pursuant to Paragraph 28 hereof and such Additional Property is developed with Residential Units, then in such event the establishment of operating budget and assessment as described in Paragraph 10(d) above shall also include a separate and additional budget (the "AP Budget") estimated by the Board to be the expenses for such Additional Property which are expected to be incurred during the coming year which are not attributable to Common Elements used by Owners of Units located within the Park Regency Building and which, therefore, should not be assessed against the Owners of Units located within the Park Regency Building. If the Majority of the Owners of Units located within the Additional Property requests in writing to the Board that additional services or a higher level of services, which are not attributable to Common Elements used by Owners of Units located within the Park Regency Building, be provided by the Association, then in such case, such additional services will be provided and the costs thereof shall be added to the AP Budget. The AP Budget shall include a capital budget and contribution (as set forth in Paragraph 10(f) above) establishing a reserve fund for repair and replacement of capital items which are not attributable to Common Elements used by Owners of Units located within the Park Regency Building and which, therefore, should not be assessed against the Owners of Units located within the Park Regency Building, such as, by way of example and not limitation, the capital costs of replacing the roof of the building(s) located on the Additional Property. Expenses for the Additional Property shall be allocated among all Units within the Additional Property in the relative proportion by which the percentage of undivided interest in the Common Elements appurtenant to each Unit within the Additional Property bears to such undivided interest in each of the other Units within the Additional Property, with the aggregate of all allocations among all Units within the Additional Property being equal to 100% of the expenses for the Additional Property. If the Board fails for any reason to establish the AP Budget for any year, then until such time as an AP Budget is established, the AP Budget in effect for the immediately preceding year shall continue for the current year.

11. INSURANCE.

The Association shall obtain and maintain at all times, as a Common Expense, insurance as required by Section 44-3-107 of the Act, as amended, and as required herein. The property coverage shall not distinguish between the finished Units conveyed by Declarant and any unfinished shell Units conveyed by Declarant, but shall be required to provide coverage to repair or reconstruct the Units according to the standard of original specifications and

standard finishes typical of a finished Unit sold by Declarant, as if each such Unit had been built in accordance with such original specifications and standard finishes. Thus, the coverage for any shell Units after customized build-out is complete shall provide coverage to repair or reconstruct those Units to the standard of original specifications and standard finishes for finished Units sold by Declarant, as if such shell Units were built in accordance with such original specifications and standard finishes, and coverage for Units which have been constructed with additional, custom upgrades and finishes in excess of those typically provided by Declarant, regardless of whether such additional, custom upgrades and finishes were constructed by the Declarant or by the purchaser's contractor, shall be adjusted to provide funds which if applied would repair or reconstruct such upgraded Units to the standard of original specifications and standard finishes for typical Declarant finished Units. The as-built plans and specifications and the original specifications and standard finishes for all Units shall remain on file in the Association's office.

To the extent reasonably available at reasonable cost, the Association's insurance policy shall cover any of the following types of property contained within a Unit, regardless of ownership but only to the standard of the original specifications and standard finishes as provided above: (a) fixtures, improvements and alterations that are a part of the Building; and (b) appliances, such as those used for refrigerating, ventilating, cooking, dishwashing, laundering, security or housekeeping; provided however, such policy shall exclude improvements and betterments made by the Owner or by the Declarant. The Association may elect, but is under no obligation to so elect, to include coverage in its insurance policy for improvements and betterments made by the Owner.

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

The Board shall make available for review by Owners a copy of the Association's insurance policy to allow Owners to assess their

personal insurance needs and each Owner shall have the right to obtain additional coverage at his own expense.

All insurance coverage for the Association shall be written in the name of the Association as trustee for itself, each of the Owners, and the Mortgagees of Owners, if any. Commencing after the expiration of the period in which the Declarant may appoint and remove Directors and officers pursuant to Paragraph 19, it shall be the duty of the Board at least every two (2) years to conduct an insurance review to determine if the policy in force is adequate to meet the needs of the Association and to satisfy the requirements of Section 44-3-107 of the Act, as amended. Such responsibility may be performed and shall be deemed reasonably performed, by the Board requesting the Association's insurance agent to verify that insurance policies in existence meet the needs of the Association and satisfy the requirements of Section 44-3-107 of the Act, as amended.

(a) The Board shall utilize reasonable efforts to secure a blanket hazard insurance policy providing "all risk" coverage in an amount equal to full replacement cost before application of deductibles, of the Building (including coverage for all improvements, fixtures, equipment and all personal property and supplies included in the Common Elements) and, subject to the limitations discussed above, fixtures, improvements or alterations to the Building and appliances such as those used for refrigerating, ventilating, cooking, dishwashing, laundering, security, or housekeeping to the extent such items are insured items under the policy. If "all risks" coverage is not reasonably available at reasonable cost, the Board shall obtain, at a minimum, fire and extended coverage, including coverage for vandalism and malicious mischief, in like amounts. The Board shall use reasonable efforts to obtain policies that will provide the following:

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

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

(iii) 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 Owners, the Board, or any of their agents, employees, or household members, nor be canceled for nonpayment of premiums;

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

(v) an agreed value endorsement and an inflation guard endorsement; and

(vi) the deductible amount per occurrence for coverage required by the Act shall not exceed five thousand (\$5,000.00) dollars.

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

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

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

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

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

(ii) public liability insurance in amounts no less than required by Section 44-3-107 of the Act, as amended, and

officers' and directors' liability insurance in such amounts as the Board may determine. The public liability insurance shall contain a cross liability endorsement;

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

(iv) such other insurance as the Board may determine to be necessary.

(f) Insurance carried by the Association as a Common Expense shall not be required to include any part of a Unit which is not depicted on the Plats and Plans, nor shall the Association include public liability insurance for individual Owners for liability arising within the Unit.

(g) Nothing contained herein gives any Owner or other party a priority over any rights of first Mortgagees as to distribution of insurance proceeds. Any insurance proceeds payable to the Owner of a Unit on which there is a Mortgagee endorsement shall be disbursed jointly to such Owner and the Mortgagee. This is a covenant for the benefit of any such Mortgagee and may be enforced by any such Mortgagee.

(h) Every Owner shall be obligated to obtain and maintain at all times insurance covering those portions of his or her Unit to the extent not insured by policies maintained by the Association. Upon request by the Board, the Owner shall furnish a copy of such insurance policy or policies to the Association. In the event that

any such Owner fails to obtain insurance as required by this Paragraph 11 or fails to provide any notification or information required by this Paragraph 11, the Association may purchase such insurance on behalf of the Owner and assess the cost thereof, or the costs, liabilities, expenses or damages incurred by the Association due to such Owner's failure to provide notice or information required hereby, to the Owner, to be collected in the manner provided for collection of assessments hereunder and/or in the By-Laws.

(i) Insurance Deductibles. In the event of an insured loss, any required deductible shall be considered a maintenance expense to be paid by the person or persons who would be responsible for such loss in the absence of insurance. If the loss affects more than one Unit or a Unit and the Common Elements, the cost of the deductible may be apportioned equitably by the Board among the parties suffering loss in proportion to each affected Owner's portion of the total cost of repair. Notwithstanding this, if the insurance policy provides that the deductible will apply to each Unit separately or to each occurrence, each Owner shall be responsible for paying the deductible pertaining to his or her Unit, if any. If any Owner or Owners fail to pay the deductible when required under this subparagraph, then the Association may pay the deductible and assess the cost to the Owner or Owners pursuant to Paragraph 8(b) of this Declaration; provided, however, where the deductible is for insurance required under the Act, no Owner shall be assigned more than one thousand (\$1,000.00) dollars, or such higher amount as authorized by the Act, as the cost of the deductible for any one occurrence.

12. 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 eighty (80%) percent of the Owners vote not to proceed with the reconstruction and repair of the structure, the Board or its duly authorized agent shall arrange for and supervise the prompt repair and restoration of the structure. In the event of substantial damage or destruction, each institutional holder of a first Mortgage shall be entitled to written notice of the damage, and nothing in these documents shall be construed to afford a priority to any Owner with respect to the distribution of proceeds to any such Unit.

(a) Cost Estimates. Immediately after a fire or other casualty causing damage to the Condominium, the Board shall obtain reliable and detailed estimates of the cost of repairing and restoring the structures (including any damaged Unit) to

substantially the condition which existed before such casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. Such costs may also include professional fees and premiums for such bonds as the Board determines to be necessary.

(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, or if at any time during the reconstruction and repair or upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, the additional costs shall be assessed against the Owners of the Unit(s) damaged in proportion to the damage to the Units or against all Owners, in the case of insufficient funds to cover damage to the Common Elements as provided in Paragraph 8(b). This assessment shall not be considered a special assessment. 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.

(c) Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the Plans under which the Condominium was originally constructed, except where changes are necessary to comply with current applicable building codes or where improvements not in accordance with the Plans are approved by the Board. To the extent insurance proceeds are available, the Association may reconstruct or repair owner improvements damaged as a result of fire or other casualty.

(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 Owner upon whose property such encroachment exists, provided that such reconstruction was substantially in accordance with the Plans. 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 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 Paragraph to be disbursed by the Association in appropriate progress payments to such contractor(s) supplier(s), and personnel performing the work or supplying materials or services for the repair and reconstruction of the Building as are designated by the Board. In the event that the

Deed Book 45150 Pg 132
Filed and Recorded Jun-07-2007 11:03am
2007-0166281
Real Estate Transfer Tax \$0.00
Cathelene Robinson
Clerk of Superior Court
Fulton County, Georgia

Return to:

Terri A. Herron
McKenna, Long & Aldridge LLP
303 Peachtree Street
Suite 5300
Atlanta, Georgia 30308

**AMENDMENT NO. 1
TO DECLARATION FOR PARK REGENCY,
A CONDOMINIUM**

This **AMENDMENT NO. 1 TO DECLARATION FOR PARK REGENCY, A CONDOMINIUM** ("Amendment") is made as of the 5th day of June, 2007, by the undersigned declarant ("Declarant") of Park Regency, A Condominium ("Condominium").

WHEREAS, the Condominium was formed and constituted by that Declaration for Park Regency, A Condominium ("Declaration"), dated July 10, 2001, recorded in Deed Book 30688, Page 357, et seq., Fulton County, Georgia records, Plans for Park Regency, A Condominium, dated July 10, 2001, recorded in Floor Plan Condominium Book 14, Pages 87-111, aforesaid records, as amended by that First Amendment to the Plans for Park Regency, a Condominium, dated August 7, 2001, recorded in Floor Plan Condominium Book 15, Pages 74 - 77, aforesaid records (collectively, the "Plans"), Plat for Park Regency, A Condominium ("Plat"), dated July 11, 2001, recorded in Condo Plat Book 14, Pages 75-77, aforesaid records, (the Declaration, Plans and Plat hereinafter sometimes collectively referred to as the "Condominium Instruments");

WHEREAS, because the Declarant has an unexpired option to add all or any portion of the Additional Property (as defined in the Declaration), the Declarant is authorized, pursuant to paragraph 19 the Declaration, to appoint and remove the Directors and officers of the Association until the first of the following occurs: (i) seven (7) years after the date of recording of the Declaration, or (ii) the date as of which the Declarant surrenders the authority to appoint and remove members of the Board and officers of the Association by an express amendment to the Declaration executed and recorded by the Declarant in the Fulton County, Georgia records;

WHEREAS, O.C.G.A. §44-3-101(a)(4) allows the Declarant to surrender the authority to appoint and remove members of the Board and officers of the Association by an express amendment to the Declaration which is executed by the Declarant;

ATLANTA:4335846.2

WHEREAS, the Declarant is willing to surrender the authority to appoint and remove members of the Board and officers of the Association;

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by each to the other, the receipt and legal sufficiency of which are hereby acknowledged, the undersigned agrees to the aforementioned as follows:

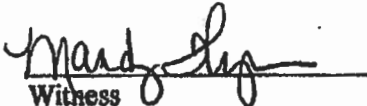
1. **Defined Terms.** Unless otherwise defined in this Amendment, all of the capitalized terms herein shall have the same meaning as set forth in the Declaration.
2. **Surrender of Authority by Declarant.** In accordance with O.C.G.A. §44-3-101(a)(4) and paragraph 19(c) of the Declaration, as of the date hereof, the Declarant hereby surrenders its authority to appoint and remove members of the Board of Directors and officers of the Association by executing and recording this Amendment to the Declaration.

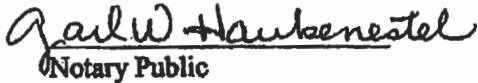
It is agreed by the parties hereto that all of the other terms and conditions of the Condominium Instruments shall remain in full force and effect, other than as modified herein.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be duly executed as of the date first above written.

Signed, sealed and delivered

in the presence of:


Witness


Notary Public

My commission expires:

(NOTARY SEAL)



DECLARANT:

PARK REGENCY PARTNERS L.P., a
Delaware limited partnership

By: **PARK REGENCY MANAGERS L.P.**,
a Delaware limited partnership, its
General Partner

By: **PB II Development Corporation**, a
a Georgia corporation, its General
Partner

By:  (SEAL)
James V. Henderson,
Vice President



cost of reconstruction and repair which is the responsibility of the Association is equal to or greater than 0.6% of the insured value of the Building, then the construction funds shall be disbursed in payment of such costs in the manner provided for by the Board and upon the approval of an architect qualified to practice in Georgia and employed by the Association to supervise the work.

13. ADDITIONS, ALTERATIONS OR IMPROVEMENTS.

(a) Common Elements and Limited Common Elements.

Except as provided herein, no Owner, Occupant, or any other person may make any addition, alteration or improvement to, or make any encroachment upon, the Common Elements or Limited Common Elements, or make any exterior change, alteration, or construction, nor erect, place or post any object, sign, antenna, clothesline, light (except for reasonable seasonal decorative lights displayed between Thanksgiving and January 15), storm door or window, door knob or knocker, artificial vegetation, flags, flooring or floor covering or thing on the exterior of the Building, in any windows, on any Limited Common Elements, or on any other Common Elements, without first obtaining the written approval of the Board; provided, however, reasonable and customary outdoor items, such as patio furniture and plants, may be kept on the patios and balconies. The standard for approval of such improvements shall include, but not be limited to, aesthetic consideration, materials to be used, harmony with the external design of the Buildings, Units and structures, and the location in relation to surrounding structures and topography.

Applications for approval of any such addition, alteration or improvement shall be in writing and shall provide detailed plans and specifications showing the nature, kind, shape, location, dimensions and height of the proposed changes and the materials to be used and such other information as may be more specifically required in the procedures established by the Board, and such application shall be submitted to the Board. The Board or its designated representative shall be the sole arbiter(s) of such application and may withhold approval for any reason, including purely aesthetic considerations, and they shall be entitled to stop any construction which is not in conformance with approved plans. The Board may publish written architectural standards for exterior and Common Element additions, or improvements; provided, however, each such requested change shall be in harmony with the external design of the existing Buildings and Units and the location in relation to surrounding structures and topography of the vicinity. Owners of Units on the floor where the proposed changes to the

Common Elements are to be made shall be given notice of and a reasonable opportunity to comment on the proposed changes. In the event that the Board fails to approve or disapprove the proposed plans for such additions, alteration or modification within forty-five (45) days after receipt of such application, the Board shall be deemed to have disapproved the requested addition, alteration or improvement. Requests by the Board or its designee for modifications to submitted plans or specifications shall also be deemed to be a disapproval of the plans as submitted.

The Board may authorize and charge as Common Expenses any costs incurred by the Association against the Owner(s) to review any requested alterations, additions and improvements of the Common Elements as provided in the By-Laws.

(b) Units. Owners, Occupants, their agents and any other person must obtain prior written approval of the Board for any alterations, additions, or improvements to a Unit; provided however, decorating within a Unit unless otherwise required in this Declaration shall not require approval of the Board. All requests shall be subject to the Declaration and procedures established by the Board. All applications shall include detailed plans and specifications showing the nature, kind, shape, location, dimensions and height of proposed changes and materials to be used and such other information as may be specifically required in the procedures established by the Board. The Board shall also establish procedures for review of plans and for construction in Units and such procedures may include review of the plans and specifications, at the expense of the Owner, by a registered architect or engineer.

In the event that the Board fails to approve or disapprove an application and plans for alterations, additions or improvements within forty-five (45) days after receipt of all information and materials reasonably requested by the Board, the application shall be deemed disapproved. Requests by the Board or its designee for modifications to submitted plans or specifications shall also be deemed to be a disapproval of the plans as submitted. Revised plans shall be subject to review and approval as provided above. After the final plans and specifications have been approved, no changes to the approved plans may be made without the prior written consent of the Board and all alterations, additions, or improvements shall be made in strict compliance with the approved plans.

(c) As a condition of approval, the Board may require the contractor to have workers' compensation insurance as required by law and comprehensive general liability insurance in an amount

satisfactory to the Association naming the Association and any other entities the Association deems appropriate as additional insureds.

In addition, no Owner, Occupant, their agents or any other person may make any addition, alteration or improvement within a Unit, Common Element or a Limited Common Element which involves connecting to Common Element pipes, lines, conduits and/or other apparatus without first obtaining the written approval of the Board or its designee. As a condition of approval, an Owner on behalf of himself and his successors in interest, shall assume all responsibilities for maintenance, repair, replacement and insurance to and on the pipes, lines, conduits and/or other apparatus installed to connect to Common Element and Limited Common Elements, pipes, lines, conduits or other apparatus, including the connections thereto.

(d) All building code requirements must be complied with and necessary permits and approvals secured. The Owner shall provide the Board with a copy of the final inspections of any governmental authority concerning any additions, alterations or improvements within ten (10) days of receipt of such final inspections where such inspections are required by law.

(e) Nothing herein shall require the Board or its designee to approve any requested architectural change; provided, however, if the Board elects to approve a requested alteration, addition or improvement, the Board may require the Owner to verify that the conditions of this Paragraph 13 have been met and the Board and/or its designee shall have the right to inspect the addition, alteration or improvement during and after construction to ensure that there has been no interference with access to the Common Elements or portions of the Unit for which the Association has maintenance responsibility. In addition, the Owner may be required to verify such conditions of approval by recordable instrument acknowledged by such Unit owner on behalf of himself and his successors-in-interest.

(f) Notwithstanding any other provision of this Paragraph 13, no decision under this Paragraph 13 shall be interpreted as a determination with respect to compliance with any building code, regulation or ordinance, or any other code, regulation, ordinance or law, nor shall any decision under this Paragraph 13 be interpreted as a certification as to the structural integrity of any proposed alteration, addition or improvement.

(g) No decision by the Board or its designees shall constitute a binding precedent with respect to subsequent decisions

of the Board or its designee.

14. SUBDIVISION OR COMBINATION OF UNITS AND ALTERATION OF COMMON ELEMENTS.

A Unit may be subdivided by the Owner thereof into two (2) or more separate Units, and a Unit or any portion thereof may be combined with an adjacent Unit or Units and made a part thereof for use together with such adjacent Unit or Units (thereby forming a new larger Unit) and the Common Elements affected by such subdivision or combination may be located or relocated as required to effect such subdivision or combination; provided, no rights and obligations with respect to any Unit shall be affected, no percentage of ownership in the Common Elements shall be reallocated, and no such subdivision or combination shall be effective, unless the same is expressly provided for and made in compliance with the requirements of this Paragraph 14.

(a) The Owner or Owners desiring to make such subdivision or combination shall make written application to the Board requesting an amendment to this Declaration and the Plat, which application shall (i) contain plats and plans of the proposed alterations of the affected Unit or Units and the affected Common Elements, assigning identifying numbers to any Unit created by subdivision; (ii) set forth the proposed reallocation (among the new Units to be created by any proposed subdivision or transfer) of the percentage of interest in the Common Elements appurtenant to the affected Unit or Units, and (iii) set forth how the Limited Common Elements serving the affected Unit or Units prior to any proposed subdivision are to be assigned to each new Unit or to fewer than all of the new Units to be created by any proposed subdivision or transfer. As a condition of approval, the Board or its designee may require construction plans and may inspect the Unit after construction to ensure that there has been no interference with access to Common Elements or portions of the Unit for which the Association has maintenance responsibility.

(b) That part of the Common Elements separating and located between and exclusively serving two or more adjacent Units used together (specifically including portions of any walls) may be altered only upon the prior written approval of the Board; provided, under no circumstances shall any portion of the Common Elements or Limited Common Elements (other than walls which serve only adjoining Units under common ownership) be enclosed or partitioned so as to be incorporated for use as an integrated part of the Unit unless the Owner requesting such enclosure or partition shall have received the prior written approval of both the Board and a Majority of the Owners of Units located on the floor(s) to

which such proposed enclosure or partition shall pertain. If approved, that part of the Common Elements so altered may be used by the Owner or Owners of such Units as a licensee pursuant to a license agreement with the Association, provided (a) such alterations shall not weaken, impair or endanger any of the Common Elements or any Unit; (b) the expense of making such alterations shall be paid in full by the Owner or Owners making such alteration; (c) such Owner or Owners shall pay in full the expense of restoring such Common Elements to their condition prior to such alteration in the event such Units shall cease to be used together; and (d) such alteration shall not interfere with use and enjoyment of the Common Elements (other than the aforesaid part of the Common Elements separating such adjacent Units) by any Persons previously entitled to use and enjoy them, without their prior written consent.

(c) No proposed subdivision or combination shall be effective unless first approved in writing by the Board and by all holders of Mortgages on the affected Units, which approval the Board may grant or deny in its sole and absolute discretion. If so approved by the Board and such Mortgagees, such proposed subdivision or combination shall be effective upon the preparation by the Association of, and the recording of, an amendment to this Declaration, consistent with and reflecting such subdivision or combination, executed by the Association, the Owner or Owners of the Units involved therein and all holders of Mortgages on such Units, together with an amended Plat approved in accordance with the Act. Any expenses incurred in connection with the accomplishing of any subdivision or combination of Units as provided hereunder, including without limitation attorneys' fees, shall be paid by the Owner(s) of the Units involved prior to the Association's execution of the amendment, and such Owner(s) shall be jointly and severally liable for the payment thereof.

15. USE RESTRICTIONS.

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

In addition to the following use restrictions, the Board may adopt rules and regulations in accordance with the terms hereof and as specified in the By-Laws.

(a) Use of Units.

(i) Residential Use. Each Residential Unit shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Residential Unit, including business uses ancillary to a primary residential use, except that the Declarant and the Owner or Occupant residing in a Residential Unit may conduct such ancillary business activities within the Residential Unit so long as (a) the business activity is authorized in writing by the Board (provided, however, a written authorization shall not be required if the business activity satisfies all the requirements of this paragraph); (b) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the Unit; (c) except for the Declarant, no person other than a resident of the Unit and employees of such resident shall conduct such business activity; (d) the business activity does not involve visitation of the Unit by clients, customers, suppliers or other business invitees; (e) the business activity is not a retail store, such as a beauty parlor, barber shop, convalescence or nursing home, massage parlor, television repair shop, grocery store, or other similar establishment; (f) the business activity conforms to all zoning requirements for the Condominium; (g) a business license is obtained for the business activity if required by municipal, county or state ordinances; (h) the business activity does not involve storage in the Unit of any toxic or hazardous substances or of any products or materials which may create a health or safety hazard; (i) the business activity does not increase traffic in the Condominium; (j) the business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the ability of the Association to obtain insurance coverage; and (k) the business activity is consistent with the residential character of the Condominium and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Condominium, as may be determined in the sole discretion of the Board. Notwithstanding the forgoing restrictions, while the Declarant owns any of the Units, Declarant may use any unsold or unoccupied Units, model Unit or Units and may use one or more of such unsold or unoccupied Units for sales or management purposes, and may maintain customary signs in connection therewith.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted

meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the use of a Unit by an on-site management agent operating on behalf of the Association shall not be considered a trade or business within the meaning of this subparagraph. In addition, use of a Unit as provided in subparagraph (a)(i) above shall not be considered a trade or business within the meaning of this subparagraph.

(ii) Single Families. No Residential Unit shall be occupied by more than a single family. As used herein, the term "single family" shall mean one (1) or more persons, provided all persons occupying the Unit are interrelated by blood, adoption, or marriage plus one (1) additional person who is not so related. If persons occupying a Unit are not all interrelated by blood, adoption, or marriage, then the number of persons occupying such Unit shall be limited to a maximum number of persons equal to the number of bedrooms in the Unit (as such bedrooms are depicted on the Plans) plus one (1) additional person.

The words "by blood" shall be deemed to encompass only children, grandchildren, grandparents, brothers, sisters, nieces, nephews, parents, aunts, uncles, and first cousins, and no other degree of kinship. "Marriage" shall include common law marriage as provided for under Georgia law, and "by marriage" shall include in-laws and step-relatives. "Occupancy" for purposes of this Paragraph, shall be defined as staying overnight in a Unit for a total of more than thirty (30) days, either consecutive or nonconsecutive, in any year.

(iii) Service Use. Any Service Unit Type A in any Building shall be used only for (A) the management of the Condominium or the marketing or the sales activities associated with the sale or resale of the Units and, if constructed on the Additional Property but not included as part of the Condominium by addition thereto pursuant to the expansion rights contained in Paragraph 28 hereof, units of condominium building(s) to be constructed adjacent to the Condominium, (B) for residential use conforming with the limitations of Paragraph 15(a)(i) above, or (C) any other use deemed appropriate by the Declarant for the benefit of the Condominium, including, but not limited to, an office for the Declarant or the use, lease or license of any Service Unit Type A for use as a fitness center or other amenity for the benefit of

the Owners and the Occupants; Service Unit Type B shall be used only for the housing of equipment supporting the roof antennae which may be erected pursuant to Paragraph 5(d) hereof. Neither any amendment to this Declaration or the By-Laws nor any rule or regulation of the Association may restrict the right of the Owner or Occupant of the Service Units to use such Units for such purposes or restrict the right of the Owner or Occupant of the Service Units and their agents, employees, tenants, customers, invitees and licensees to use the Common Elements (except the Limited Common Elements and any portions of the Condominium subject to leases made or assigned by the Board, and subject to the restrictions referred to in Paragraph 5 above) in common with all Owners, as may be required for the purposes of access, ingress to and egress from such Service Units.

(iv) Parking Units. Parking Units shall be used only for parking of vehicles, and all such vehicles must fit completely within the boundaries of the Parking Unit.

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

The Common Elements shall be used only by the Owners and their agents, servants, tenants, family members, customers, invitees and licensees for access, ingress to and egress from the respective Units and for such other purposes incidental to use of the Units; provided, however, the mechanical rooms and similar areas designated for a specific use shall be used for the purposes approved by the Board. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Owner or Occupant, and shall be subject to any lease, concession or easement, presently in existence or entered into by the Board at some future time, affecting any part or all of said Common Elements.

With the prior written approval of the Board, and subject to any restrictions imposed by the Board, an Owner or Occupant may reserve portions of the Common Elements for use for a period of time as set by the Board. Any such Owner or Occupant who reserves a portion of the Common Elements as provided herein shall assume, on behalf of himself and his guests, Occupants and family, all risks associated with the use of the Common Elements and all liability for any damage or injury to any person or thing as a result of such use. The Association shall not be liable for any damage or injury resulting from such use unless such damage or

injury is caused solely by the willful acts or gross negligence of the Association, its agents or employees.

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

(d) Prohibition of Damage, Nuisance and Noise. Without the prior written consent of the Board, nothing shall be done or kept on the Condominium, or any part thereof, which would increase the rate of insurance on the Condominium or any Unit or part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirements of any governmental body, or which would increase the Common Expenses.

Noxious, destructive or offensive activity shall not be carried on upon the Condominium. No Owner or Occupant of a Unit may use or allow the use of the Unit or any portion of the Condominium at any time, in any way or for any purpose which may endanger the health, unreasonably annoy or disturb or cause embarrassment, or discomfort to another Owner or Occupant, or in such a way as to constitute, in the sole opinion of the Board, a nuisance. Nothing herein, however, shall be construed to affect the rights of an aggrieved Owner to proceed individually for relief from interference with his or her property or personal rights. Notwithstanding anything to the contrary herein, no Owner or Occupant of a Unit may use or allow the use of the Unit, the Common Elements or the Limited Common Elements in any manner which creates noises between the hours of 11:00 p.m. and 7:30 a.m. which can be heard by persons in another Unit that will, in the sole discretion of the Board, interfere with the rights, comfort or convenience of any other Owner or Occupant.

No Owner, Occupant or agent of such Owner or Occupant shall do any work which, in the reasonable opinion of the Board, would jeopardize the soundness or safety of the Condominium or would impair any easement or other interest in real property thereto, without in every such case the unanimous, prior written consent of all members of the Association and their Mortgagees.

No damage to or waste of the Common Elements, or any part thereof, shall be permitted by any Owner or member of his or her

family or any invitee of any Owner. Each Owner shall indemnify and hold the Association and the other Owners harmless against all loss to the Association or other Owners resulting from any such damage or waste caused by such Owner, members of his or her family, guests, invitees, or Occupants of his or her Unit.

(e) Firearms and Fireworks. The display or discharge of firearms or fireworks on the Common Elements is prohibited; provided, however, that the display of lawful firearms on the Common Elements is permitted for the limited purpose of transporting the firearms across the Common Elements to or from the Owner's Unit. The term firearms includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size. The term "fireworks" shall include those items as listed in O.C.G.A. Section 25-10-1 as amended.

(f) Pets. No Owner or Occupant may keep any pets other than generally recognized domestic household pets on any portion of the Condominium, and no Owner or Occupant may keep more than two (2) generally recognized domestic household pets per Unit. Notwithstanding the above, any number of generally recognized household pets weighing less than two (2) pounds each may be kept in Units.

No Owner or Occupant may keep, breed or maintain any pet for any commercial purpose.

Pets may not be left unattended outdoors or indoors in or upon any of the Common Elements. No structure for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the Common Elements, including the Limited Common Elements nor shall any pet be tied to any structure outside a Unit. Pets must be kept on a leash and be under the physical control of a responsible person at all times while outside a Unit. Owners or Occupants must remove feces left upon the Common Elements by their dogs.

No pot bellied pigs, pit bull dogs, chows, rottweilers, or doberman pinschers may be brought onto or kept on the Condominium at any time by any Owner, Occupant, or guest of an Owner or Occupant. Any pet which endangers the health of any Owner or Occupant of any Unit or which creates a nuisance or unreasonable disturbance as may be determined in the sole discretion of the Board, must be permanently removed from the Condominium upon seven (7) days written notice by the Board. If the Owner or Occupant fails to comply with such notice, the Board may remove the pet. Any pet which, in the sole discretion of the Board, presents an immediate danger to the health, safety or property of any member of

the community may be removed by the Board without prior notice to the pet's owner.

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

(g) Parking. Passenger vehicles of Owners or Occupants shall be parked only in Parking Units. The Board may establish designated areas within the Parking Structure for the parking of motorcycles, motorbikes or bicycles. The Board shall promulgate rules and regulations concerning ingress and egress to the Parking Structure and parking in the Parking Units and guest parking spaces. No Owner or Occupant may sublet a Parking Unit or parking space to a non-resident.

Disabled or stored vehicles are prohibited from being parked on the Condominium. Boats, boat trailers, trucks with a load capacity of one (1) ton or more, full-size vans (excluding mini-vans used as passenger vehicles), recreational vehicles (RV's and motor homes), vehicles used primarily for commercial purposes, and vehicles with commercial writings on their exteriors are also prohibited from being parked on the Condominium, except that any such vehicles may be parked in Parking Units (but only if such vehicles can be parked entirely within the Parking Unit) and in areas designated by the Board as parking areas for particular types of vehicles, if any, with the prior written consent of the Board. Notwithstanding the above, trucks, vans, commercial vehicles and vehicles with commercial writings on their exteriors shall be allowed temporarily on the Common Elements during normal business hours for the purpose of serving any Unit or the Common Elements; provided, that no such vehicle shall be authorized to remain on the Common Elements overnight or for any purpose except serving a Unit or the Common Elements, without the written consent of the Board.

If any vehicle is parked on the Common Elements or in a Parking Unit in violation of this provision, or the rules and regulations, the vehicle may be towed at the Owner's expense. All costs of such towing may be charged to the Owner as pursuant to Paragraph 8(b) of this Declaration. If a vehicle is towed in accordance with this subparagraph, neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage as a result of the towing activity. Notwithstanding anything to the contrary herein, the Board may

elect to impose fines or use other available sanctions, rather than exercise its authority to tow, as set forth herein. In the case of repeated violations, the Board may impose a fine in addition to towing.

(h) Abandoned Personal Property. Personal property, other than an automobile as provided for in subparagraph (g) of this Paragraph, is prohibited from being stored, kept, or allowed to remain for a period of more than twenty-four (24) hours within any Parking Unit, upon any portion of the Common Elements (other than on those Common Elements assigned to a Unit for storage purposes) or on a Limited Common Element, without the prior written permission of the Board.

If the Board or its designee, in its sole discretion, determines that property is kept, stored, or allowed to remain within any Parking Unit or on the Common Elements in violation of this subparagraph then the Board may remove and store the personal property at the expense of its owner in a location which the Board may determine.

Upon taking any such action, the Board shall send a written notice to the Unit occupied by the owner of such property, if known, identifying the property removed and stating, that after ten (10) days from the date of the notice the property may be either discarded or further stored at the expense of the owner of the property. The notice shall include the name and telephone number of a person to contact regarding the alleged violation and the name and telephone number of the person or entity storing the property, if such property is stored.

If personal property is removed in accordance with this paragraph, neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage resulting from the removal activity. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to remove abandoned or improperly stored personal property, as set forth herein.

(i) Heating of Units in Colder Months. In order to prevent breakage of water pipes during colder months of the year resulting in damage to any portion of the Condominium, increased Common Expenses, and increased insurance premiums or cancellation of insurance policies due to numerous damage claims, the thermostats within the Residential Units shall be maintained with the heat in an "on" position and at a minimum temperature setting of fifty-five (55°) degrees Fahrenheit (except during power failures or periods

when heating equipment is broken) whenever the temperature is forecasted to or does reach thirty-two (32°) degrees Fahrenheit or below. Owners and Occupants of Residential Units shall take all steps possible on a timely basis to keep heating equipment, including, but not limited to, the thermostat, in good working order and repair. At any time during the months specified above when the heating equipment is not working properly, the Owner or Occupant shall immediately inform the Association of this failure of the equipment and of the time needed to repair the equipment. The Board may fine any Owner or Occupant up to five hundred (\$500.00) dollars and/or may cause the water service to the violator's Unit to be discontinued for violation of this subparagraph, in addition to any other remedies of the Association. Any fine imposed pursuant to this subparagraph shall be deemed an assessment against the Unit and may be collected in the same manner as provided herein for collection of assessments.

(j) Signs. Except as may be required by legal proceedings, no signs, advertising posters or billboards of any kind (including, without limitation, any "for sale" or "for rent" signs) shall be erected, placed, or permitted to remain on the Condominium without the prior written consent of the Board. The Board shall have the right to erect reasonable and appropriate signs on behalf of the Association.

(k) Rubbish, Trash and Garbage. All rubbish, trash, and garbage shall be regularly removed from the Unit and shall not be allowed to accumulate therein. No garbage or trash shall be placed on the Common Elements or Limited Common Elements outside the Unit, temporarily or otherwise, except as provided herein. Rubbish, trash, and garbage shall be disposed of in sealed plastic bags and placed in the trash chutes or dumpsters designated by the Board for collection and shall be removed by the Condominium.

(l) Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including, but not limited to the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Condominium. Clothing, bedding, rugs, mops, appliances, indoor furniture, and other household items shall not be placed or stored outside the Residential Unit. Appropriate outdoor items such as patio furniture, may be kept on the balcony or patio serving the Residential Unit only.

(m) Estate Sales. No estate sale, garage sale, carport sale, yard sale, flea market or similar activity shall be conducted in any portion of the Condominium without the prior written consent of

the Board. If so permitted, any such activities shall be subject to all reasonable conditions that the Board may impose.

(n) Window Treatments. Unless otherwise approved in writing by the Board, all windows which are part of a Unit shall have window treatments and any portion thereof visible from outside the Unit shall be white or off-white in color. No adhesive materials may be affixed to any exterior windows, except for clear, translucent materials as the Board may approve.

(o) Decorating. Each Owner, at his own expense, shall furnish and be responsible for all decorating within his own Unit as may be required from time to time, including, but not limited to, painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lighting and other furnishings and decorating. Each Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls (including windows and doors), floor and ceilings of his Unit, and such Owner shall maintain said interior surfaces in good condition at his sole expense, as may be required from time to time. Said maintenance and use of interior surfaces shall be subject to the rules and regulations of the Association; otherwise each such Owner shall have the right to decorate such interior surfaces from time to time as he may see fit and at his sole expense. Except as provided in Paragraph 13, decorating of the Common Elements (other than interior surfaces within the Unit as above provided), to the extent such decoration is deemed appropriate by the Board, and any redecorating of Units, to the extent such redecorating of Units is made necessary by damage to Units caused by maintenance, repair or replacement of the Common Elements by the Association, shall be furnished by the Association as part of the Common Expenses. No adhesive materials may be affixed to any exterior doors of any Unit, except for clear, translucent materials as the Board may approve.

(p) Tile, Hardwood or Other Hard Surface Flooring. Except for the initial construction of a Unit by Declarant, no Owner, Occupant or any other person may install in any area or portion of a Unit any hard surface flooring of any type, including, but not limited to, hardwood parquet, marble, granite, or tile (hard surface flooring) without the prior written approval of the Board. To be considered by the Board, the Owner, Occupant or other person seeking to install hard surface flooring must make a written application to the Board which shall state precisely the type of hard surface flooring, the type of sound insulation materials that will be used, the areas that will be affected and any other information that the Board may reasonably be required. To be approved by the Board, the proposed hard surface flooring should

employ sound insulation materials that will prevent noise to the Unit below the applicant's Unit in excess of the average noise level in Units below Units without hard surface flooring in the carpeted areas. The Board's approval shall be contingent upon (i) the installation of the proposed sound insulation system in strict conformance with the plan submitted to the Board and with the manufacturer's specifications, and (ii) receipt by the Board of a certification from the Owner's architect or contractor stating that such hard surface flooring has been installed in complete accordance with the plan submitted to the Board and with the manufacturer's specifications. A list of approved sound insulation materials shall be made available upon request to the Board or the property manager.

(q) Fireplaces and Gas. No gas stoves, appliances, ovens or grills, nor any other cooking apparatus or device with an open flame, nor any other device which utilizes gas, may be used, installed or maintained within a Unit. No gas or woodburning fireplaces may be used, installed or maintained within a Unit. Notwithstanding the provisions of this subsection, fireplaces with gas logs not requiring chimneys may be installed within a Unit by an Owner with the prior written consent of the Board or by the Declarant.

16. LEASING.

The Board shall have the power to make and enforce reasonable rules and regulations and to impose fines, in accordance with the Declaration and By-Laws, in order to enforce the provisions of this Paragraph.

(a) Definition. "Leasing," for purposes of this Declaration, is defined as regular, exclusive occupancy of a Unit by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument.

(b) Leasing Provisions. Leasing of Units shall be governed by the following provisions:

(i) General. Residential Units may be leased only in their entirety; no fraction or portion may be leased without prior written approval of the Board. Parking Units may only be leased to Owners of a Residential Unit, to lessees of a Residential Unit, to the Association or to the Declarant, and any attempted lease to any other Person or party shall be void. A Person (other than the Declarant or the Association) who does not own a Residential Unit

may only lease Parking Units. All leases shall be in writing and in a form approved by the Board prior to the effective date of the lease. The Board shall maintain in its files and, upon request, shall provide to any Owner a form which is deemed acceptable. There shall be no subleasing of Units or assignment of leases unless prior written approval is obtained from the Board. All leases whether the initial lease or any renewal thereof must be for a term of not less than one (1) year; provided, however, that the Board shall have the power to allow leases for a term of less than one (1) year, on such terms and conditions as the Board may establish, upon a showing by the Owner that such a lease is required to avoid undue hardship to the Owner. Within seven (7) days after executing a lease agreement for the lease of a Unit, the Owner shall provide the Board with a copy of the lease and the name of the lessee and all other people occupying or using the Unit. The Owner must make available to the lessee copies of the Declaration, By-Laws, and the rules and regulations.

(ii) Compliance With Declaration, By-Laws, and Rules and Regulations, Use of Common Elements, and Liability for Assessments. Each Owner and each lessee, by occupancy or use of a Unit, covenants and agrees that any lease for a Unit shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be deemed incorporated into the lease by existence of this covenant and shall be binding on the Unit:

(A) Compliance With Declaration, By-Laws, and Rules and Regulations. The lessee shall comply with all provisions of the Declaration, By-Laws, and rules and regulations adopted pursuant thereto and shall control the conduct of all other Occupants and guests of the leased Unit in order to ensure compliance with the foregoing. The Owner shall cause all Occupants of his or her Unit to comply with the Declaration, By-Laws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations by such Occupants, notwithstanding the fact that such Occupants of the Unit are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, and rules and regulations adopted pursuant thereto. In the event that the lessee, or a person living with the lessee, violates the Declaration, By-Laws, or a rule or regulation for which a fine is imposed, notice of the violation shall be given to the Owner and the lessee, and such fine shall be assessed against the lessee pursuant to the rights of the Association provided in Paragraph 9 of this Declaration. If the fine is not paid by the lessee within the time period set by the Board, the Owner shall pay the fine upon notice from the Association of the lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the Unit.

Any violation of the Declaration, By-Laws, or rules and regulations adopted pursuant thereto by the lessee, any Occupant, or any guest of lessee, is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Georgia law. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Declaration, By-Laws, and the rules and regulations adopted pursuant thereto, including the power and authority to evict the lessee as attorney-in-fact on behalf and for the benefit of the Owner, in accordance with the terms hereof. In the event the Association proceeds to evict the lessee, any costs, including attorneys fees and court costs, associated with the eviction shall be an assessment and lien against the Unit.

(B) Use of Common Elements. The Owner of a Residential Unit leased pursuant hereto transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner of such Residential Unit has to use the Common Elements of the Condominium, including, but not limited to, the use of any and all recreational facilities.

(C) Liability for Assessments. When an Owner who is leasing his or her Unit fails to pay any annual or special assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Board, lessee shall pay to the Association all unpaid annual and special assessments and other charges payable during and prior to the term of the lease and any other period of occupancy or use by lessee. However, lessee need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board's request. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If lessee fails to comply with the Board's request to pay assessments or other charges, lessee shall pay to the Association all amounts authorized under Paragraph 8 herein as if lessee were an Owner. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

17. SALE OF UNITS.

Any person coming onto the Condominium for the purpose of viewing a Unit that is for sale must make an appointment with the Owner or Owner's agent and must be registered with the doorman; real estate open houses are prohibited. An Owner intending to make a transfer or sale of a Unit or any interest in a Unit shall give written notice to the Board of such intention within seven (7) days after execution of the transfer or sales documents. The Owner shall furnish to the Board as part of the notice (i) the name and address of the intended grantee; and (ii) such other information as the Board may reasonably require. This Paragraph shall not be construed to create a right of first refusal in the Association or in any third party. Notwithstanding the foregoing, the Declarant shall not be subject to any of the provisions of this Paragraph 17.

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

18. MAINTENANCE RESPONSIBILITY.

(a) By the Owner. Except to the extent otherwise provided below and except in the case of repair or reconstruction pursuant to Paragraph 12, each Owner shall have the obligation to maintain and keep in good repair, at his sole cost and expense, all portions of his Unit and all glass surfaces, window frames, doors, and door frames (except for the painting of the exterior surfaces thereof which are not adjacent to Limited Common Elements serving the Unit), all hardware, including screening, that is part of any window or door of the Unit, and all pipes, lines, ducts, conduits, or other apparatus which serve only the Unit, whether located within or outside of the Unit's boundaries (including without limitation all gas, electricity, water, sewer, or air conditioning pipes, lines, ducts, conduits, or other apparatus serving only the Unit). The interiors and exteriors of all windows forming part of a perimeter wall of a Unit shall be cleaned and washed at the expense of the Owner of that Unit. Each Owner shall also repair, replace and maintain any Limited Common Elements serving his Unit in a neat, clean, and attractive condition (except for the painting of the exterior outermost facing of the balcony rail thereof). If two or more Units share Limited Common Elements, the responsibility for and cost of maintenance shall be divided equally among the Owners of all of the Units who share the facilities, unless

otherwise agreed among the parties or provided below. The Owner of any Parking Unit shall maintain the floor of such Parking Unit so that nothing is placed thereon other than the parking of automobiles.

In addition, each Owner shall have the responsibility:

(i) To perform his responsibility in such manner so as not to unreasonably disturb other persons in other Units.

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

(iii) To pay for the cost of repairing, replacing or cleaning up any item which is the responsibility of the Owner but which responsibility such Owner fails or refuses to discharge (which the Association shall have the right, but not the obligation, to do), or to pay for the cost of repairing, replacing, or cleaning up any item which, although the responsibility of the Association, is necessitated by reason of the willful or negligent act of the Owner, his family, tenants or guests, with the cost thereof to be added to and become part of the Owner's next chargeable assessment.

(b) By the Association. The Association shall maintain and keep in good repair as a Common Expense the "Area of Common Responsibility," which shall include all general Common Elements, except as otherwise specifically provided in subparagraph (a) of this Paragraph 18, whether or not located within the boundaries of a Unit or the Limited Common Elements assigned to a Unit. Additionally, the Association shall maintain or cause to be maintained (i) the private entrance drive and appurtenant sidewalks and landscaping between the Condominium and Phipps Boulevard which provides primary ingress and egress to the Condominium, such maintenance obligation to be upon such terms and to the extent as provided in the Reciprocal Easement Agreement and CAM Agreement established in part for such purpose, as the same may be amended from time to time, and (ii) the sidewalks and appurtenant landscaping between, adjacent and along the Condominium and Phipps Boulevard. All expenses incurred by the Association for the maintenance of such private drive, sidewalks and appurtenant landscaping shall be deemed to be Common Expenses, including, but not limited to, all of the expenses arising under the Reciprocal Easement Agreement and the CAM Agreement, as they may be amended from time to time.

At the discretion of the Board, maintenance, repairs

and/or replacement of the Limited Common Elements, and pipes, ducts, electrical wiring and conduits located entirely within a Unit or in the Common Elements between adjoining Units and serving only such Unit or Units, and such portions of the perimeter walls, floors and ceilings, doors, vestibules, windows and entryways, and all associated fixtures and structures which lie outside the Unit boundaries and serve exclusively a single Unit or adjoining Units, may be performed at the direction of the Board and assessed in whole or in part to Owners benefitted thereby pursuant to Section 44-3-80(b) of the Act, and, further, at the discretion of the Board, the Board may direct Owners who stand to be benefitted by such maintenance, repairs and replacement to arrange for such maintenance, repairs and replacement in the name of and for the account of such benefitted Owners, pay the cost thereof with their own funds, and procure and deliver to the Board such lien waivers and contractor's and subcontractor's affidavits as may be required to protect the Condominium from all mechanical and materialmen's lien claims that may arise therefrom; provided, however, if any such cost is equal to or greater than five times the Unit's most recent monthly assessment, payment of such cost by the benefitted Owners shall first be approved by a Majority of the Owners in the same manner as provided in Paragraph 10(e) hereof for approval of certain Special Assessments.

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

The Association shall not be liable for injury or damage to person or property caused by the elements or by the Owner of any Unit, or any other person, or resulting from any utility, rain, snow or ice which may leak or flow from any portion of the Common Elements or from any pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain hereunder. The Association shall not be liable to the Owner of any Unit or such Owner's occupant, guest, or family, for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Common Elements. The Association shall not be liable to any Owner, or any Owner's Occupant, guest or family for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Paragraph where such

damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities.

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

In performing its responsibilities hereunder, the Association shall have the authority to delegate to such persons, firms or corporations of its choice, such duties as are approved by the Board.

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

Unless the Board determines that an emergency exists, the Owner shall have ten (10) days within which to complete maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within ten (10) days. If the Board determines that: (i) an emergency exists or (ii) that an Owner has not complied with the demand given by the Association as herein provided; then the Association may provide any such maintenance, repair, or replacement at the Owner's sole cost and expense, and such costs shall be added to and become a part of the assessment to which such Owner is subject, shall become and be a lien against the Unit, and shall be collected as provided in the By-Laws for the collection of assessments.

If the Board determines that the need for maintenance or repair is in the Area of Common Responsibility and is caused through the willful or negligent act of any Owner, Occupant or

their family, guests, lessees, or invitees, then the Association may assess the cost of any such maintenance, repair, or replacement against the Owner's or Occupant's Unit, shall become a lien against the Unit, and shall be collected as provided in Paragraph 10 hereof for the collection of assessments.

(d) Measures Related to Insurance Coverage.

(i) The Board, upon resolution, shall have the authority to require all or any Owner(s) to do any act or perform any work involving portions of the Condominium which are the maintenance responsibility of the Owner, which will, in the Board's sole discretion, decrease the possibility of fire or other damage in the Condominium, reduce the insurance premium paid by the Association for any insurance coverage or otherwise assist the Board in procuring or maintaining such insurance coverage. This authority shall include, but need not be limited to, requiring Owners to make improvements to the Owner's Unit and such other measures as the Board may reasonably require so long as the cost of such work does not exceed five hundred (\$500.00) dollars per Unit in any twelve (12) month period.

(ii) In addition to, and not in limitation of, any other rights the Association may have, if any Owner does not comply with any requirement made by the Board pursuant to subparagraph (d)(i) above, the Association, upon fifteen (15) days' written notice (during which period the Owner may perform the required act or work without further liability), may perform such required act or work at the Owner's sole cost. Such cost shall be an assessment and a lien against the Unit. The Association shall have all rights necessary to implement the requirements mandated by the Board pursuant to subparagraph (d)(i) of this Paragraph, including, but not limited to, a right of entry during reasonable hours and after reasonable notice to the Owner or Occupant of the Unit, except that access may be had at any time without notice in an emergency situation.

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

19. DECLARANT CONTROL.

Pursuant to Section 44-3-101 of the Act, the Declarant is hereby authorized to appoint and remove any Director or Directors or any officer or officers of the Association until the first of the following occur: (a) the date seven (7) years after the date of recording of this Declaration; (b) unless the Declarant at that time has an unexpired option to add all or any portion of the Additional Property, the date as of which Units to which 80% of the undivided interests in the Common Elements appertain shall have been conveyed by the Declarant to Owners other than a person or persons constituting the Declarant; or (c) the date as of which the Declarant surrenders the authority to appoint and remove members of the Board and officers of the Association by an express amendment to the Declaration executed and recorded by the Declarant in the Fulton County, Georgia records.

20. MORTGAGEE'S RIGHTS.

(a) Unless at least two-thirds (2/3) of the Eligible Mortgage Holders or Owners give their consent, the Association or the Board shall not:

(i) by act or omission seek to abandon or terminate the Condominium;

(ii) change the pro rata interest or obligations of any individual Unit for the purpose of (1) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (2) determining the pro rata share of ownership of each Unit in the Common Elements;

(iii) partition or subdivide any Unit except as provided in Paragraph 14 hereof;

(iv) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Elements (the granting of easements or licenses, as authorized herein, shall not be deemed a transfer within the meaning of this clause); or

(v) use hazard insurance proceeds for losses to any portion of the Condominium (whether to Units or to Common Elements) for other than the repair, replacement, or reconstruction of such portion of the Condominium.

The provisions of this subparagraph shall not be construed to reduce the percentage vote that must be obtained from Eligible Mortgage Holders or Owners where a larger percentage vote is otherwise required by the Act or the Condominium Instruments, or the By-Laws for any of the actions contained in this Paragraph.

(b) Where the Eligible Mortgage Holder or other purchaser of a Unit obtains title pursuant to judicial or nonjudicial foreclosure of the Mortgage, it shall not be liable for the share of the Common Expenses or assessments by the Association chargeable to such Unit which became due prior to such acquisition of title. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from Owners of all the Units, including such acquirer, its successors and assigns. However, such Eligible Mortgage Holder or other purchaser shall be responsible for all charges accruing subsequent to the passage of title, including, but not limited to, all charges for the month in which title is passed.

(c) Upon written request to the Association, identifying the name and address of the holder and the Unit number or address, any Eligible Mortgage Holder will be entitled to timely written notice of:

(i) any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first Mortgage held by such Eligible Mortgage Holder;

(ii) any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a first Mortgage held by such Eligible Mortgage Holder which remains unsatisfied for a period of sixty (60) days, and any default in the performance by an individual Owner of any other obligation under the Condominium instruments which is not cured within sixty (60) days;

(iii) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; or

(iv) any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders, as specified herein.

(d) Any Eligible Mortgage Holder shall be entitled, upon written request, to receive within a reasonable time after request, a copy of the financial statement of the Association for the immediately preceding fiscal year, free of charge to the Eligible Mortgage Holder so requesting.

(e) Notwithstanding anything to the contrary herein contained, the provisions of Paragraph 17 governing sales shall not apply to impair the right of any Eligible Mortgage Holder to:

(i) foreclose or take title to a Unit pursuant to

remedies contained in its Mortgage; or

(ii) take a deed or assignment in lieu of foreclosure; or

(iii) sell or otherwise convey a Unit acquired by the Eligible Mortgage Holder.

21. GENERAL PROVISIONS.

(a) Security. The Association may, but shall not be required to, from time to time, provide measures or take actions which directly or indirectly improve safety on the Condominium; however, each Owner, for himself or herself and his or her tenants, guests, licensees, and invitees, acknowledges and agrees that the Association is not a guarantor of safety or security at the Condominium and shall have no duty to provide security on the Condominium. It shall be the responsibility of each Owner to protect his or her person and property and all responsibility to provide such security shall lie solely with each Owner.

The Association shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of safety measures undertaken.

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

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

(d) Liability and Indemnification of Officers and Directors.

The Association shall (i) indemnify every officer and director against any and all liability, damages, judgments, costs and expenses, including attorney's fees, reasonably incurred by or imposed upon such officer or director in connection with any claim, action, suit or other proceeding (including settlement of any such claim, action, suit, or proceeding) to which he or she may be made a party by reason of being or having been an officer or director, and (ii) pay for or reimburse the reasonable expenses incurred by an officer or director in advance of final disposition of any proceeding; all to the fullest extent permitted by law and in accordance with the provisions of The Georgia Nonprofit Corporation Code Part 5 "Indemnification," §14-3-850 et seq., as amended, which provisions are incorporated herein by reference as permitted by §14-3-858 of said Code. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, or committee member or former officer, director, or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and, if obtainable, officers' and directors' liability insurance to fund this obligation.

(e) Construction of this Declaration, the By-laws and the Act. In the event there is any conflict or inconsistency between the provisions of the Act and the provisions of this Declaration or between the provisions of the Act and the provisions of the By-laws, the provisions of the Act shall control. In the event there is any conflict or inconsistency between the provisions of this Declaration and the provisions of this By-laws, the provisions of this Declaration shall control.

22. EMINENT DOMAIN.

In the event of a taking by condemnation or by eminent domain, the provisions of the Act shall prevail and govern; provided, however, that any proceeds received for a taking of the Common Elements (other than Limited Common Elements) by condemnation or eminent domain shall, at the option of the Board, either be allocated to the Owners pursuant to O.C.G.A. §44-3-97(a) or be deposited into the Association's operating account or reserve account to be applied to Common Expenses. Each Eligible Mortgage Holder shall be entitled to written notice of any such condemnation proceedings, and nothing in the Condominium Instruments shall be construed to give a priority to any Owner in the distribution of proceeds to such Unit.

23. EASEMENTS.

(a) Owner, Occupant, Unit

Each Owner and Occupant shall have a right and easement of use and enjoyment in and to the Common Elements (including the right of access, ingress and egress to and from his or her Unit over those portions of the Condominium designated for such purpose), and such easements shall be appurtenant to and shall pass with the title to such Unit, subject to the rights of the Owners to the exclusive use of the Limited Common Elements assigned to their respective Units, the right of the Association to control the use and enjoyment of the Common Elements as provided by the terms of this Declaration including, but not limited to, the right of the Association to suspend voting and use privileges as provided herein, and the rights of Declarant as provided in subparagraph (b) below and elsewhere in this Declaration. Each Owner, by virtue of his ownership in a Unit, acknowledges and agrees that there is no direct access from the Condominium to an adjacent publicly dedicated right-of-way, and that access to the Condominium shall be the easement contained in the Reciprocal Easement Agreement established in part for ingress and egress to and from the Condominium upon, over and through a private drive and that the Association shall bear the responsibility of maintenance of such private drive and appurtenant sidewalks as set forth in the Reciprocal Easement Agreement and in the CAM Agreement. Every portion of a Unit and all Limited Common Elements contributing to the support of an abutting Unit shall be burdened with an easement of support for the benefit of such abutting Unit.

If any portion of the Common Elements encroaches upon any Unit, any Unit encroaches upon any portion of the Common Elements or any Unit encroaches upon another Unit, as the Common Elements and Units are shown on the Plat and/or the Plans, or any such encroachment shall occur through settlement of the Building or the reconstruction thereof, there shall be deemed to exist valid mutual easements in favor of the owners of the Common Elements and the respective Owners involved, to the extent of such encroachment, so long as the same shall exist; provided, however, that no such easement shall arise in favor of any Owner if the encroachment interferes with the structural integrity of any of the Common Elements or the use and enjoyment thereof by other Owners; and provided, further, that no such easement shall arise in favor of any Owner who creates an encroachment by his intentional, willful, or negligent conduct or that of his agent.

Each Unit shall have the benefit of and shall be subject to an easement as may be required for utility services (including without

limitation electric power, water, gas, heating, air conditioning and garbage and sewage disposal) in order to serve the Condominium adequately; provided, however, easements through a Unit shall exist according to the Plans, as the Building is actually constructed, unless otherwise approved in writing by the Owner; provided, however, each Residential Unit to be conveyed as an unfinished shell Unit shall be subject to the encroachment of, and an easement shall exist for, structural, mechanical, electrical, plumbing or other systems, plus shafts or other elements, which are necessary to pass through or encroach upon such shell Unit in order to serve the other Units adjacent or above or below or to physically support Units adjacent or above or below, all of which systems, shafts and elements shall be in such locations as specified in the Plat or Plans, or in such locations as otherwise determined by the Declarant; and provided further, each Parking Unit shall be subject to the encroachment of those structural, mechanical, electrical, plumbing or other systems, plus shafts or other elements, which are necessary to pass through or encroach upon the Parking Unit in order to serve the Common Elements or other Units, all of which systems, shafts and elements shall be in such locations as specified in the Plat or Plans, or in such locations as otherwise determined by the Declarant or the Association, now or in the future. The Board or its designee shall have a right of access to each Unit to inspect such Unit, to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other such utility services, drainage facilities and Common Elements contained in the Unit or elsewhere in the Condominium for which the Association has maintenance responsibility and to remove any improvements interfering with or impairing any utility services, drainage facilities and easements herein reserved; provided such right of access, except in the event of an emergency, shall not unreasonably interfere with the Owner's permitted use the Unit, and except in the event of an emergency, entries shall not be made without prior notice to the Owner.

(b) Declarant.

Declarant and/or its affiliate(s) intend, but shall not be obligated, to construct a building or buildings and/or other improvements on the Additional Property, which may or may not be added to the Condominium pursuant to Paragraph 28 hereof. There is hereby reserved and granted unto Declarant and its successors and assigns (including, without limitation, the owners of the condominium units which may be constructed on the Additional Property) the non-exclusive right and easement for the use and enjoyment of the Common Elements including, without limitation, drives, walks, entries, parking areas, gardens and grounds, and the

pool and pool facilities in as full and ample a manner as is enjoyed by the Owners. Such easement is reserved so if Declarant or its affiliates constructs a building or buildings on the Additional Property and does not add the Additional Property to the Condominium pursuant to Section 28 hereof (or such portion of the Additional Property upon which such building is situated), then the owners of the Additional Property shall have the non-exclusive right to use and enjoy the Common Elements in common with the Owners in such manner as the Declarant may permit; provided, however, in the event of the use of the foregoing easement by the Owner(s) of the Additional Property which has not been added to the Condominium, such Owner(s), upon commencement of use of the easement reserved herein, shall bear an equitable share of any upkeep, maintenance and servicing of the Common Elements to the extent used by the Owner(s) or Occupant(s) of such Additional Property (or portion thereof) in such proportion as the Declarant shall establish in its reasonable discretion. Further, whether the Additional Property is added to the Condominium, the Declarant reserves for the benefit of itself and its affiliates which may be developing the Additional Property (i) a non-exclusive right and easement to enter upon and use such portion of the Common Elements as may be necessary to install and maintain utility lines serving the Additional Property, (ii) a ten (10') foot wide temporary construction easement upon and over that portion of the Condominium which is adjacent to and along the common boundary of the Condominium and the Additional Property, and (iii) a general construction easement upon and over such portions of the Common Elements as may be reasonably necessary for the construction of the improvements on the Additional Property and the interconnection of those improvements with the Common Elements; provided however, that the Declarant shall repair all damage to the Condominium caused by the use by Declarant of the easements reserved in (i), (ii) and (iii) above, and further provided that the easements reserved above in (i), (ii) and (iii) shall be reasonable in size, scope and duration. Each Owner, by virtue of his ownership in a Unit, acknowledges and agrees that there shall be no easement over the Additional Property for the benefit of such Owner or the Association for light, air or view, and each Owner further acknowledges and agrees that the Declarant and/or its affiliate(s) may develop the Additional Property in any manner without regard to, or liability for, the effect of such development on light, shadows, air or view on or from the Units.

24. AMENDMENTS.

Except where a higher vote is required for action under any other provisions of this Declaration or by the Act, in which case such higher vote shall be necessary to amend such provision, this Declaration may be amended by the affirmative vote, written consent or any combination of affirmative vote and written consent of the members of the Association holding a sixty-six and two-thirds (66-2/3%) percent of the total vote thereof. However, during such time as there shall exist an unexpired option to add the Additional Property, amendments to this Declaration must be executed by the Declarant and by members of the Association, holding two-thirds (2/3) of the votes in the Association, exclusive of any vote or votes appurtenant to any Unit or Units then owned by the Declarant. Furthermore, as long as the Declarant owns at least one Unit, except for such rights and powers held by the Declarant which automatically terminate in accordance with the Act, no rights, powers or privileges provided to the Declarant in this Declaration, the By-Laws or the Articles of Incorporation may be terminated, restricted or modified by amendment to any of said instruments without the written consent of the Declarant. Additionally, the permitted use of a Service Unit may not be terminated, restricted or modified by amendment to this Declaration, the By-Laws or the Articles of Incorporation without the written consent of the Owner of such Service Unit. Notice of any meeting at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the President and Secretary of the Association and recorded in the Fulton County, Georgia land records.

Following the period in which the Declarant is authorized to appoint and remove Directors and officers of the Association pursuant to Paragraph 19 hereof and in addition to the above, material amendments to this Declaration must be approved by Eligible Mortgage Holders who represent at least fifty-one (51%) percent of the votes of Units that are subject to Mortgages held by Eligible Mortgage Holders.

Notwithstanding the foregoing, the Board, without the necessity of a vote from the Owners, may (but is not obligated to) amend this Declaration (i) to comply with the Act; (ii) to comply with any other applicable state, city or federal law, including but not limited to, compliance with applicable guidelines of the Federal National Mortgage Association ("Fannie Mae"), the Department of Housing and Urban Development ("HUD") and the Veterans Administration ("VA"), provided however, such amendment in (ii) shall not: (a) have a material adverse effect upon the title

to any Unit, (b) change the percentage of undivided ownership interest in and to the Common Elements appurtenant to any Unit (c) materially alter or change any Owner's right to the use and enjoyment of his Unit or the Common Elements as set forth in this Declaration, or (d) otherwise make any material change to this Declaration.

Further notwithstanding the foregoing, as long as the Declarant (or its successors, transferees or assigns) has the unexpired right to add the Additional Property, the Declarant (or its successors, transferees or assigns), without the necessary of a vote from the Owners or the Board, may (but is not obligated to) amend this Declaration to add all or any portion of the Additional Property to the Condominium pursuant to Paragraph 28 hereof and subject to the limitations contained therein.

Any action to challenge the validity of an amendment adopted under this Paragraph must be brought within one (1) year of the effective date of such amendment. No action to challenge such amendment may be brought after such time.

25. SEVERABILITY.

Invalidation of any one of these covenants or restrictions by judgment or court order or otherwise shall in no way affect the application of such provision to other circumstances or affect any other provisions, which shall remain in full force and effect.

26. PREPARER.

This Declaration was prepared by Robert E. Tritt and Karl J. Forrest, Long Aldridge & Norman LLP, 303 Peachtree Street, N.E., Suite 5300, Atlanta, Georgia 30308.

27. SPECIAL PROVISIONS CONCERNING PARKING UNITS.

Owners of Parking Units have the right to freely sell, exchange, lease or otherwise convey their Parking Units to Owners of Residential Units within the Condominium, to the Association and to the Declarant.

(a) Ownership. Parking Units may be owned only by Residential Owners, by the Association or by the Declarant. Subject to the provisions of subparagraph (c), below, a Mortgage Holder may also hold title to a Parking Unit. Parking Units may be leased subject to the restrictions provided in Paragraph 16 of this Declaration.

(b) Transferability. Once the Owners of a Residential Unit have title to a Parking Unit in accordance with the provisions of subparagraph (a) above, any such Owner or Owners can own additional Parking Units, or part interests in additional Parking Units, for so long as they own an interest in a Residential Unit. Any interests in additional Parking Units may be sold, exchanged or otherwise transferred to any Residential Unit Owner, to the Association or to the Declarant. Any transfer of title by a Residential Unit Owner which would result in a failure to comply with the requirements of subparagraph (a) above shall be void, and any attempt to convey any interest in a Parking Unit to a Person other than a Residential Unit Owner, the Association or the Declarant shall be void.

(c) Mandatory Transfer of Parking Units.

(i) Notice to Association. In accordance with subparagraph (d) below, any Mortgage Holder acquiring an interest to a Parking Unit without owning at least an equivalent interest in a Residential Unit shall notify the Association of such fact in accordance with such rules and regulations regarding notification which the Board may adopt.

(ii) Responsibility of the Association. The Board shall have the authority and responsibility, on behalf of and in the name of the Association, to purchase any such Parking Unit, or interest therein, within ninety (90) days from receipt of notification. Such Parking Unit may be owned by the Association as nominee for all Owners or as separately owned property of the Association.

(iii) Determination of Purchase Price. The price to be paid for any such Parking Unit, or an interest therein, shall be equal to the fair market value of the Parking Unit or interest therein, as the case may be, which, if not agreed upon by the Board and the Mortgage Holder, shall be established according to those procedures set forth in subparagraph (e) below.

(iv) Financing of Purchase by Association. The Board shall have the authority to finance the purchase of any such Parking Unit in accordance with the provisions of this Declaration and the By-Laws.

(d) Rules and Regulations. The Board is specifically authorized to adopt rules and regulations regarding the giving of notification to the Association of all transfers of Parking Units, whether by sale, exchange, lease or otherwise. In addition, use of the Parking Units shall be subject to such other reasonable rules and regulations which the Board may adopt, including rules and

regulations designed for the purpose of preventing the subversion or avoidance of this Paragraph.

(e) Determination of Disputed Purchase Price. If the price to be paid to a Mortgage Holder for a Parking Unit or interest therein, pursuant to the subparagraph (c) above, is not promptly agreed upon, said price shall be equal to the fair market value of the Parking Unit or interest therein, as the case may be, as determined an M.A.I. appraiser mutually agreed upon by the Board and the Mortgage Holder, and, in the event of no prompt agreement on said appraiser, by a Majority decision of three M.A.I. appraisers, one chosen by the Board, one chosen by the Mortgage Holder and the third chosen by the two appraisers. The cost of said appraiser or appraisers shall be paid one-half by the Board and one-half by the Mortgage Holder.

28. EXPANSION OF THE CONDOMINIUM.

Declarant, its successors, transferees or assigns, pursuant to the provisions of the Act and pursuant to the provisions, definitions and incorporated references of the Act in this Declaration, has reserved and does hereby reserve the option and right to expand the Condominium to include, subject to this Declaration and the Act, all or any portion of the Additional Property, including any improvements thereon. Except as contained herein, there are no limitations upon this option to expand. The option to expand shall be exercisable by adoption and recordation by the Declarant of an amendment to this Declaration; provided, however, in the event any portion of the Additional Property is owned by a party other than the Declarant and such portion is to be submitted to the terms hereof, such amendment shall be executed by Declarant and by all other owners or lessees of the Additional Property or portion thereof being submitted to the terms hereof. Further, Declarant reserves the right, in its sole discretion, not to exercise the option to expand the Condominium, nor commit the Additional Property, or any portion thereof, to this Declaration and the Act.

(a) The consent of Owners within the Condominium shall not be required, and the Declarant may proceed with expansion at its sole option and in its sole discretion.

(b) The Additional Property may be added as a whole at one time or in one or more portions at different times, or it may never be added, and there are no limitations upon the order of addition or boundaries thereof; provided, however, that the maximum number of Residential Units and Service Units which may be created on the Additional Property shall be twenty-five (25) Units, and the

maximum average number of Units per acre that may be created on any portion of the Additional Property added shall be thirty (30) Units per acre. The exercise of the option as to any portion of the Additional Property shall not bar the further exercise of the option as to any other portions of the Additional Property.

(c) This option to expand shall expire seven (7) years from the date of recording this Declaration, unless all of the Additional Property shall have been added to the Condominium before that time. Owners of Units to which two-thirds (2/3) of the votes in the Association appertain, exclusive of any vote of the Declarant, may consent to the extension of this option within one (1) year prior to the date upon which the option would otherwise have expired.

(d) The Units on the Additional Property will have undivided interests in the Common Elements of the Condominium as determined by the use of the method contained in Paragraph 5(a) hereof, and the Units on the Additional Property will have liability for Common Expenses in proportions as allocated and provided in Paragraphs 8 and 10 hereof and shall have liability for expenses attributable solely to the Additional Property as established by the AP Budget pursuant to Paragraph 10(i) hereof. Each Unit on the Additional Property, when made part of the Condominium, will have a vote in the Association such that each Owner shall be entitled to one (1) vote for each Unit owned.

(e) The Additional Property, when and if added to the Condominium, shall be subject to the restrictions contained in this Declaration or subsequently promulgated in accordance herewith. Units created on the Additional Property, when and if added to the Condominium, shall be restricted exclusively to Residential Units, Parking Units and/or garage units, except as otherwise permitted in this Declaration. After submission of all or any portion of the Additional Property to this Declaration and the Act, assessments and votes appurtenant to Units located on the submitted Additional Property shall commence as provided in this Declaration.

(f) No assurances are made with regard to, and there are no limitations upon, the development of the Additional Property and whether any structures or improvements placed, constructed, replaced, or reconstructed on the Additional Property and added to the Condominium will be compatible with the existing improvements in the Condominium as to principal materials, architectural style, and quality of construction or whether such improvements will or will not be substantially completed before such property is added to the Condominium.

(g) No assurances are made with regard to, and there are no limitations upon, the nature, kind, or location of improvements that may be made on the Additional Property beyond those stated

herein. No assurances are made with regard to whether any Units created on all or any portion of the Additional Property will be substantially identical to the existing Units in the Condominium, and there are no limitations upon what types of Units may be created upon the Additional Property, except as otherwise set forth herein.

(h) No limitation is placed on Declarant's right to create Limited Common Elements within any portion of the Additional Property to be submitted, nor are there any limitations on the right to designate Common Elements therein which may be subsequently assigned as Limited Common Elements.

(i) The option reserved shall be exercisable by the Declarant, its successors, transferees or assigns, who shall have the unilateral right to reallocate percentages of undivided interests in the Common Elements, liability for payment of Common Expenses, and allocation of votes in the Association, all to be done in accordance with the limitations above described. The Declarant shall exercise this option by its adoption, execution and recordation of an amendment to the Declaration, and by recording such plats, certificates, and plans as required by the Act. Such amendment shall be adoptable by the Declarant pursuant to the terms hereof without approval by the membership. From time to time, as the Declarant may file permitted amendments to this Declaration adding portions of the Additional Property to the Condominium as Units and additional Common Elements and facilities, each then Owner and each person or entity thereafter becoming an Owner and their successors-in-title shall, upon the addition of such additional Common Elements and facilities, automatically be vested with his appropriate undivided percentage interest (computed in accordance with Paragraph 5(a) hereof) in such additional Common Elements and facilities.

(j) As and if the Declaration is amended as permitted herein to include additional Units, an Owner's undivided percentage interest shall be deemed changed and allocated in accordance with the method provided in this Declaration.

(k) Any portion of the Additional Property which is not submitted to this Declaration may be developed in any manner whatsoever in the total discretion of the owner of such Additional Property.

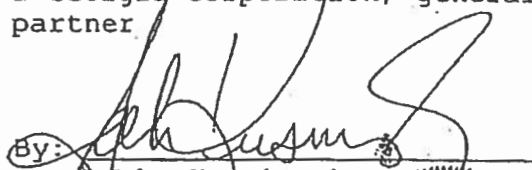
IN WITNESS WHEREOF, the said Park Regency Partners L.P., as Declarant, has caused this Declaration to be executed by its duly authorized officer.

This 10th day of July, 2001.

PARK REGENCY PARTNERS L.P., a Delaware limited partnership

By: Park Regency Managers L.P., a Delaware limited partnership, general partner

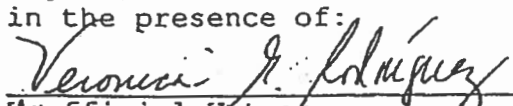
By: PB II Development Corporation, a Georgia corporation, general partner.

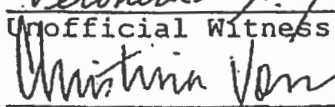
By: 
John Kusmiersky
President

[CORPORATE SEAL]



Signed, sealed and delivered in the presence of:


Unofficial Witness


Notary Public.

My Commission Expires:

February 25, 2003

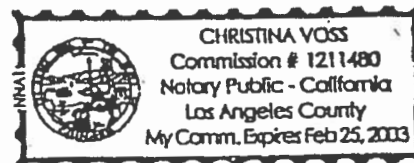


EXHIBIT "A"Legal Description of
Condominium

ALL THAT TRACT OR PARCEL of land lying and being in the City of Atlanta, in Land Lot 44 of the 17th District, Fulton County Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING of the tract of land herein described, commence at the intersection of the eastern right-of-way line of North Stratford (50-foot right-of-way) with the southern right-of-way line of Longleaf Drive (50-foot right-of-way); running thence along said right-of-way line of Longleaf Drive, north 85 degrees 52 minutes 54 seconds east a distance of 224.75 feet to a point; thence leaving said right-of-way line, and running south 00 degrees 31 minutes 47 seconds west a distance of 181.54 feet to an iron pin set; running thence south 89 degrees 27 minutes 18 seconds east a distance of 219.67 feet to a 1-inch open top pipe found; running thence north 85 degrees 42 minutes 25 seconds east a distance of 310.03 feet to a 3/4 inch open top pipe found; running thence south 58 degrees 27 minutes 03 seconds east a distance of 143.22 feet to an iron pin set, said iron pin set being the TRUE POINT OF BEGINNING; FROM THE TRUE POINT OF BEGINNING thus established, running thence south 31 degrees 33 minutes 41 seconds west a distance of 373.09 feet to an iron pin set; running thence south 14 degrees 06 minutes 39 seconds east a distance of 123.98 feet to an iron pin set; running thence north 52 degrees 42 minutes 58 seconds east a distance of 56.30 feet to a point; running thence northeasterly along the arc of a curve to the right, said arc being subtended by a chord line having bearing of north 89 degrees 20 minutes 52 seconds east and a length of 228.74 feet, said curve having a radius of 268.00 feet, an arc distance of 236.32 feet to a point; running thence northeasterly along the arc of a curve to the left, said arc being subtended by a chord line having a bearing of north 69 degrees 58 minutes 57 seconds east and a length of 56.20 feet, said curve having a radius of 40.00 feet, an arc distance of 62.31 feet to a point located on the northwestern right-of-way line of Phipps Boulevard (formerly Wieuca Connector); running thence along said right-of-way line, north 25 degrees 21 minutes 22 seconds east a distance of .06 feet to a point; running thence along said right-of-way line, north 29 degrees 41 minutes 30 seconds east a distance of 152.24 feet to a point; running thence northeasterly along the arc of a curve to the right in said right-of-way line, said arc being subtended by a chord line having a bearing of north 32 degrees 19 minutes 56 seconds east and a length of 89.20 feet, said curve having a radius of 563.37 feet, an arc distance of 89.29 feet to a point; running thence north 58 degrees 32 minutes 02 seconds west a distance of 54.25 feet to a point; running thence north 58 degrees 27 minutes 03 seconds west a distance of 279.47 feet to the iron pin set at the TRUE POINT OF

BEGINNING; said tract of land containing approximately 2.6992 acres and being shown on that certain ALTA/ASCM Land Title Survey for Park Regency Partners L.P., The Bank of Nova Scotia and Mellon Bank, N.A., Lehman Brothers Holdings, Inc. and Chicago Title Insurance Company by W.L. Jordan & Co., Inc., David E. Simmons, R.L.S. No. 2683, dated October 16, 1998, last revised March 23, 1999.

EXHIBIT "B"

Legal Description of
the Additional Property

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 44 of the 17th District of Fulton County, Georgia, being Lot 14 of Block B of the Alexander Properties, Unit 2, as shown on plat of Subdivision recorded in Plat Book 56, Page 138, Fulton County Records, and more particularly described as follows:

BEGINNING at a point on the south west side of Longleaf Drive nine hundred twenty-five (925) feet easterly and south easterly from the intersection of the south side of Longleaf Drive with the east side of North Stratford Road, said point of beginning being at the south east line of Lot 13 of said Block and Subdivision; and running thence south westerly along the south east line of said Lot 13 one hundred ninety-five (195) feet; thence south easterly one hundred (100) feet to the north west line of Lot 15 of said Block and Subdivision; thence north easterly along the north west line of said Lot 15 of said Block and Subdivision; thence north easterly along the north west line of said Lot 15 two hundred (200) feet to the south west side of Longleaf Drive; thence north westerly along the south west side of Longleaf Drive one hundred thirty (130) feet to the point of beginning.

TOGETHER WITH:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 44 of the 17th District of Fulton County, Georgia, being Lot 15, Block B of Alexander Properties, Unit 2, as per plat recorded in Plat Book 56, Page 138, Fulton County, Georgia Records, and being more particularly described as follows:

To find the point of beginning, begin at the intersection of the northwestern right-of-way line of Longleaf Drive (fifty (50') foot) right-of-way and the southwestern right-of-way line of Longleaf Drive (fifty (50') foot) right-of-way, as shown on the above referenced plat, thence travel along said southwestern right-of-way and following the curvature thereof a distance of 696.5 feet to the northwestern corner of Lot 16, Block B of Alexander Properties, Unit 2, as per plat recorded in Plat Book 56, Page 138, aforesaid Records, said northwestern corner of said Lot 16 being the POINT OF BEGINNING; thence leave said right-of-way line and travel along the northwestern boundary of said Lot 16 southwesterly a distance of 200 feet to a point at the southwestern corner of said Lot 16, thence travel northwesterly a distance of 110 feet to a point on the southeast corner of Lot 14, Block B of Alexander Properties, Unit 2, as per plat recorded in Plat Book 56, Page 138, aforesaid Records, thence travel northeasterly along the southeasterly boundary of said Lot 14, a distance of 200 feet to a

point on the southwestern right-of-way line of said Longleaf Drive and the northeast corner of said Lot 14, thence travel southeasterly along said right-of-way line a distance of 110 feet to the northwest corner of said Lot 16 and the point of beginning.

TOGETHER WITH:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 44 of the 17th District of Fulton County, Georgia, being Lot 16 in Block B of Unit II, Alexander Properties, according to plat recorded in Plat Book 56, page 138, in the Office of the Clerk of the Superior Court of Fulton County, Georgia, and being more fully and particularly described as follows:

BEGINNING at a point on the southwestern side of Longleaf Drive a distance of eleven hundred and sixty-five (1,165) feet easterly and southeasterly from the corner formed by the intersection of the southwestern side of Longleaf Drive with the eastern side of North Stratford Road; running thence southwesterly along the southeastern line of Lot 15 of said Block and Subdivision a distance of 200 feet to a point; running thence southeasterly a distance of 110 feet to the northwest line of Lot 17, said Block and Subdivision; running thence northeasterly along said line of said lot a distance of 200 feet to the southwestern side of Longleaf Drive; running thence northwesterly along the southwestern side of Longleaf Drive 110 feet to the southeastern line of Lot 15 and the point of beginning; being improved property known as No. 721 Longleaf Drive, N.E., according to the present system of numbering houses and naming streets in the City of Atlanta, Georgia.

TOGETHER WITH:

All that portion of Lot 17 of Longleaf Properties Subdivision lying in the City of Atlanta and being a portion of Land Lot 44 of the 17th District of Fulton County, Georgia and being more particularly described as follows:

BEGINNING at a brass disk at the intersection of the northerly right-of-way of Phipps Boulevard (right-of-way width varies) and the miter of the southwesterly right-of-way of Longleaf Drive (right-of-way width varies at this point) and from this POINT OF BEGINNING thus established, run along a curve to the left along said northerly right-of-way of Phipps Boulevard having a radius of 891.33 feet and an arc length of 35.16 feet, being subtended by a chord of South 47 degrees 32 minutes 03 seconds West for a distance of 35.15 feet to a brass disk; thence, continuing along said northerly right-of-way of Phipps Boulevard (right-of-way width varies), run South 46 degrees 24 minutes 15 seconds West for a distance of 40.95 feet to a brass disk; thence, continuing along said northerly right-of-way of Phipps Boulevard (right-of-way width

varies), run along a curve to the left having a radius of 563.37 feet and an arc length of 93.75 feet, being subtended by a chord of South 41 degrees 38 minutes 14 seconds West for a distance of 93.64 feet to a point; thence, leaving said northerly right-of-way of Phipps Boulevard, run North 58 degrees 32 minutes 11 seconds West for a distance of 54.18 feet to a one half inch diameter open top pipe; thence run North 31 degrees 25 minutes 44 seconds East for a distance of 199.96 feet to a one inch diameter open top pipe on the southwesterly right-of-way of Longleaf Drive (50 foot wide right-of-way); thence run South 54 degrees 20 minutes 39 seconds East along said southwesterly right-of-way of Longleaf Drive for a distance of 14.58 feet to a point; thence continuing along said southwesterly right-of-way of Longleaf Drive, run along a curve to the right having a radius of 293.31 feet and an arc length of 66.34 feet, being subtended by a chord of South 50 degrees 51 minutes 13 seconds East for a distance of 66.20 feet to a one half inch diameter reinforcing bar; thence run South 07 degrees 20 minutes 02 seconds West along a miter of the right-of-way of Longleaf Drive for a distance of 26.88 feet to the POINT OF BEGINNING. Said portion of said Lot 17 contains 0.3255 acre.

Percentage Interest of Units in Common Elements

Unit #	Percentage Interest
401	0.459372%
402	0.204078%
501	0.447643%
502	0.665796%
503	0.656804%
504	0.975432%
505	0.651722%
506	0.348341%
601	0.336612%
602	0.446861%
603	0.665796%
604	0.656804%
605	0.975432%
606	0.651722%
607	0.758452%
608	0.541082%
701	0.336612%
702	0.446861%
703	0.665796%
704	0.656804%
705	0.975432%
706	0.651722%
707	0.758452%
708	0.541082%
801	0.877694%
802	0.446861%
803	0.665796%
804	0.656804%
805	0.975432%
806	0.651722%
807	0.758452%
901	0.877694%
902	0.446861%
903	0.665796%
904	0.656804%
905	0.975432%
906	0.651722%
907	0.758452%
1001	0.336612%
1002	0.446861%
1003	0.665796%
1004	0.656804%
1005	0.975432%
1006	0.651722%
1007	0.758452%
1008	0.541082%
1101	0.336612%
1102	0.446861%
1103	0.665796%
1104	0.656804%

Percentage Interest of Units in Common Elements

Unit #	Percentage Interest
1105	0.975432%
1106	0.651722%
1107	0.758452%
1108	0.541082%
1201	0.877694%
1202	0.446861%
1203	0.665796%
1204	0.656804%
1205	0.975432%
1206	0.651722%
1207	0.758452%
1301	0.877694%
1302	0.446861%
1303	0.665796%
1304	0.656804%
1305	0.975432%
1306	0.651722%
1307	0.758452%
1401	0.877694%
1402	0.446861%
1403	0.665796%
1404	0.656804%
1405	0.975432%
1406	0.651722%
1407	0.758452%
1501	0.877694%
1502	0.446861%
1503	0.665796%
1504	0.656804%
1505	0.975432%
1506	0.651722%
1507	0.758452%
1601	0.877694%
1602	0.446861%
1603	0.665796%
1604	0.656804%
1605	0.975432%
1606	0.651722%
1607	0.758452%
1701	0.877694%
1702	0.446861%
1703	0.665796%
1704	0.656804%
1705	0.975432%
1706	0.651722%
1707	0.758452%
1801	0.336612%
1802	0.446861%
1803	0.665796%
1804	0.656804%

Exhibit "C"

Deed Book 30688 Pg 431

Juanita Hicks

Clerk of Superior Court

Percentage Interest of Units in Common Elements Fulton County, Georgia

I HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE RECORD AS THE SAME APPEARS IN THE PUBLIC RECORDS OF FULTON COUNTY, GEORGIA.

Unit #	Percentage Interest
1805	0.975432%
1806	0.651722%
1807	0.758452%
1808	0.541082%
1901	0.877694%
1902	0.446861%
1903	0.665796%
1904	0.656804%
1905	0.975432%
1906	0.651722%
1907	0.758452%
2001	0.877694%
2002	0.446861%
2003	0.607153%
2004	0.656804%
2005	0.975432%
2006	0.651722%
2007	0.758452%
2101	1.120868%
2102	0.656804%
2103	0.975432%
2104	0.651722%
2105	0.758452%
2106	0.541082%
2201	0.883167%
2202	0.656804%
2203	0.975432%
2204	0.651722%
2205	0.758452%
2206	0.541082%
2301	0.808886%
2302	0.975041%
2303	0.975432%
2304	0.651722%
2305	0.758452%
2401	0.866356%
2402	0.975432%
2403	1.082945%
2404	0.729913%
2501	0.947284%
2502	0.684562%
2503	1.240500%
2504	0.290479%
	100.000000%