

**DECLARATION**  
**FOR**  
**THE COURTYARD ON KIRKWOOD, A CONDOMINIUM**

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**DECLARATION  
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1. NAME

The name of the condominium is THE COURTYARD ON KIRKWOOD (hereinafter sometimes called the "Condominium," as further defined herein), which condominium is 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 Bylaws 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 Bylaws, 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) 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.

(c) Articles or Articles of Incorporation shall mean the Articles of Incorporation of The Courtyard on Kirkwood Condominium Association, Inc. which have been filed with the Secretary of State of the State of Georgia.

(d) Assigned Parking Spaces shall mean those portions of the parking lot located on the Condominium which have been designated by the Board for the parking of vehicles pursuant to Paragraph 5 of this Declaration.

(e) Association shall mean The Courtyard on Kirkwood Condominium Association, Inc., a Georgia nonprofit corporation, its successors or assigns.

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

(g) Building or Buildings shall mean any condominium building located and constructed on the Condominium.

(h) Bylaws shall mean the Bylaws of The Courtyard on Kirkwood Condominium Association, Inc.

(i) 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.

(j) 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.

(k) 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.

(l) 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.

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

(n) Declarant shall mean Courtyard on Kirkwood, LLC, a Georgia limited liability company, 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.

(o) Directors shall mean members of the Board.

(p) 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.

(q) 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.

(r) 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.

(s) 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.

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

(u) 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.

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

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

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

(y) 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.

### 3. LOCATION, PROPERTY DESCRIPTION, PLATS AND PLANS

The Condominium subject to this Declaration and the Act is located in Land Lot 211 of the 15th District of DeKalb County, Georgia, being more particularly described in Exhibit "A", attached to this Declaration, which exhibit is specifically incorporated herein by this reference. A plat of survey relating to the Condominium has been filed simultaneously with this Declaration in Condominium Plat Book \_\_\_\_\_, Pages \_\_\_\_\_ and \_\_\_\_\_, of the DeKalb County, Georgia records (the "Plat"). Floor plans relating to the Condominium have been filed in Condominium Floor Plan Drawer Number \_\_\_\_\_, Folder Number \_\_\_\_\_, DeKalb County, Georgia records (the "Plans"). The Plat and the Plans as they may be supplemented and/or amended from time to time are incorporated herein by reference as fully as if the same were set forth in their entirety herein.

### 4. UNITS AND BOUNDARIES

The Condominium is divided into thirty two (32) Units, the Limited Common Elements and the Common Elements. Each Unit consists of a dwelling and its appurtenant percentage of undivided interest in the Common Elements as shown on Exhibit "B" attached to this Declaration and incorporated herein by this reference. Each Unit shall be conveyed as a separately designated and legally described freehold estate subject to the Act and the Condominium Instruments, the Bylaws and the rules and regulations. The Units are depicted on the Plat and the Plans. Each Unit shall consist of the space enclosed and bounded by the horizontal and vertical planes as shown on the Plat and Plans. The boundaries of the Units conveyed by the Declarant are as follows:

(a) Vertical Boundaries. The perimetrical or vertical boundaries of each Unit shall be the vertical planes of the interior surfaces of the exterior walls of the Unit. With respect to common walls between Units, the perimetrical or vertical boundary of the Units served thereby shall be the centerline of such wall. The vertical boundaries include the sheet rock, if any, on the Unit side of the walls, and they are extended to their intersections with each other and the upper and lower horizontal boundaries of the Unit. Entry doors and exterior glass surfaces, including, but not limited to, windows, serving the Unit shall be included within the boundaries of the Unit. Heating and air conditioning systems serving a single Unit (including any part of any such system located outside the boundaries of the Unit), all duct work for the heating and air conditioning system and appliances and plumbing fixtures within a Unit shall be part of the Unit.

(b) Horizontal Boundaries. The upper horizontal boundary of each Unit located in the Condominium is the place formed by the uppermost, unexposed surface of the wallboard or other material comprising the ceiling enclosing the uppermost story of the Unit. The lower horizontal boundary of each Unit located in the Condominium is the place formed by the lower surface of the concrete slab or the wood framing, as the case may be, on which the wood subflooring rests and on which the Unit is constructed. The upper and lower boundaries of each Unit include the wood, dry-wall, plaster or other materials forming the ceiling, subfloor and floor, as may be applicable, on the Unit side of such concrete, subfloor or framing, as the case may be, and extend to their intersections with the perimetrical boundaries of the Units. If any chutes, flues, ducts, conduits, wires, pipes or other apparatus lies partially within and partially outside of the designated boundaries of the Unit, any portion thereof which serve only that Unit shall be deemed to be a part of that Unit, while any portions thereof which serve more than one Unit or any portion of the Common Elements shall be deemed a part of the Common Elements.

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 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, the Limited Common Elements, land, foundations, walls, entrances and exits, mechanical equipment areas, storage rooms, roofs, pipes, ducts, electrical wiring and conduits (except pipes, ducts, electrical wiring and conduits, and related apparatus situated entirely within a Unit and serving only such Unit), public utility lines,

structural parts of the Building, outside walks and driveways, interior hallways and stairways and associated lighting, exterior entrances stoops and stairways, landscaping and planters 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 and 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 held by the 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 “B”. 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 Paragraph 14 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 Spaces. All portions of the parking lot, if any, located on the Condominium, except the assigned parking spaces, shall be part of the Common Elements, and parking privileges therein shall be assigned by the Association to Owners and others upon such terms as the Board may approve; provided, however, one (1) parking space will be assigned as a Limited Common Element appurtenant to each Unit.

## 6. LIMITED COMMON ELEMENTS

(a) The Limited Common Elements located on the Condominium and the Unit(s) to which they are assigned are:

(i) the portion of the Common Elements on which there is located any portion of the air conditioning or heating system exclusively serving a particular Unit or Units is assigned as Limited Common Element to the Unit or Units so served;

(ii) any utility meter which serves only one (1) Unit is assigned as a Limited Common Element to the Unit so served;

(iii) each Unit is assigned one (1) mail slot in the mail delivery area;



(iv) each Unit is assigned one (1) or more parking spaces, which are assigned on Exhibit "C" attached hereto and incorporated herein by this reference. Parking spaces may be initially assigned or reassigned by amendment to this Declaration as provided in Subparagraphs (b) and (c) below.

(v) In the event the Declarant provides individual storage units for use by the Unit Owners in the Condominium, such storage units shall be Common Elements subject to use by Unit Owners in accordance with the terms, provisions and conditions of this Declaration and the Rules and Regulations. If such storage units are made available for purchase and/or reserved to use by individual Unit Owners, upon purchase by a Unit Owner such storage unit will be a Limited Common Element to serve the Unit of the purchaser of such storage unit, and will be evidenced by an amendment to this Declaration in accordance with subparagraph (b) below. In no event will any storage unit within the Condominium be sold or leased to anyone other than a Unit Owner for the legitimate residential purposes of a Unit Owner carried out in conformity with this Declaration and the Rules and Regulations.

(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) of the Act. 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 Unit in the Condominium, excluding Persons holding such interest under a Mortgage, are members of The Courtyard on Kirkwood Condominium Association, Inc., and, except as otherwise provided herein or in the Bylaws, 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 Bylaws. Subject to the provisions of the Declaration and Bylaws, each Owner shall be entitled to one (1) vote for each Unit in which he or she holds the interest required for membership, which vote shall be appurtenant to such Unit, as the case may be. If a Owner combines two or more Units into one Unit, such Owner shall have as many votes as appertained to the Units before combination. 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 votes; 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 Owner's 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.

## 8. ALLOCATION OF LIABILITY FOR COMMON EXPENSES

(a) 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 "B" or as reallocated pursuant to this Declaration.

(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.

(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.

(c) The Condominium currently is served by a common water and sewer meter. The Board shall have the authority to assess individual Unit utilities usage charges, based on readings of the submeters, including a right to add a charge for the cost of overhead for such submetering and/or to install separate utility meters for the Units, and/or to assess charges for water and sewer on some other equitable basis.

## 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, 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 Bylaws 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, Bylaws or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter);

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

(e) to grant permits, licenses, utility easements and all other easements affecting the Condominium;

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

(i) 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 Bylaws, 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;

(j) to enforce any provision of this Declaration, the Bylaws, 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 at closing from each purchaser of a Unit from the Declarant a capital reserve contribution in an amount equal to two (2) months of the monthly assessments applicable to such Unit. The Declarant shall transfer such capital reserves to the Association for deposit into a segregated fund when control of the Association is transferred to the Owners as provided herein.

(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.

All such assessments, together with charges, fines, interest, costs, and reasonable attorneys' fees actually incurred, and if the Board so elects, rents, in the maximum amount permitted by the Act, shall be a charge on the Unit and 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, non-use 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 twelve (12%) 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 attorneys' 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; and

(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, a notice of delinquency, 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 Bylaws, 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 ten (10) 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 ten (10) 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 though a vote to disapprove the budget could not be called at this meeting.

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 ten (10) 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 annual 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 five hundred (\$500.00) 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.

(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) Working Capital Fund. The Declarant, on behalf of the Association, shall establish a working capital fund to meet unforeseen expenditures or to purchase any additional equipment or services. The Declarant may collect a non-refundable contribution to the working capital fund of the Association from the initial purchaser of each Unit in the amount one (1) month of the general assessment charged to such Unit. The Declarant shall not use the working capital funds to defray any of its expenses, reserve contributions, or construction costs or to make up any budget deficits while it is in control of the Association.

## 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. 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: (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. 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 hereof, 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 non-renewal 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

(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 Association’s Board of Directors; 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 Unit Owners or their Mortgagees. Each Unit Owner shall notify the Board of Directors of all structural improvements made by the Unit Owner to his or her Unit. Any Unit Owner who obtains an individual insurance policy covering any portion of the Condominium, other than improvements and betterments made by such Owner at his or her expense and personal property belonging to such Owner, shall file a copy of such individual policy or policies with the Board of Directors within thirty (30) days after the purchase of such insurance. Such Owner shall also promptly notify, in writing, the Board of Directors in the event such policy is canceled.

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

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

(ii) public liability insurance in amounts no less than required by Section 44-3-107 of the Act, 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 of Directors, 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 to the Owner, to be collected in the manner provided for collection of assessments hereunder and/or in the Bylaws.

(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 contractors, suppliers, and personnel performing the work or supplying materials or services for the repair and reconstruction of the Building as are designated by the Board.

### 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, lights, storm door or window, door knob or knocker, shutters, blinds or window treatments, artificial vegetation, flags, 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. However, a mezuzah or comparable religious symbol not larger than three inches (3") in width and nine inches (9") in height may be posted on the door frame of the Unit and reasonable seasonal decorative lights may be displayed between Thanksgiving and January 15<sup>th</sup>. 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. Notwithstanding the above, Declarant shall not be required to obtain any approvals under this Paragraph.

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, 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. 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 approved the requested

addition, alteration or improvement. Requests by the Board or its designee for modifications to submitted plans or specifications shall 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 Bylaws.

(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, 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 approved. Requests by the Board or its designee for modifications to submitted plans or specifications shall 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.

(h) Notwithstanding anything contained herein to the contrary, during the time in which Declarant has the right to appoint directors and officers of the Association under Article III, Section 2 of the Bylaws, the approval required under this Paragraph 13 shall be made by the Declarant, in lieu of the Board.

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

A Unit may not be subdivided by the Owner thereof into two (2) or more separate Units; however, 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 allocated 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 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 the combination;

(ii) set forth the proposed reallocation (among the new Units to be created by any proposed 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 combination are to be assigned to each new Unit or to fewer than all of the new Units to be created by any proposed 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. 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 (i) such alterations shall not weaken, impair or endanger any of the Common Elements or any Unit; (ii) the expense of making such alterations shall be paid in full by the Owner or owners making such alteration; (iii) 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 (iv) 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 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 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 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 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, Bylaws 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, Bylaws 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 Bylaws.

(a) Use of Units.

(i) Residential Use. Each Unit shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Unit or any part of the Condominium, including business uses ancillary to a primary residential use, except that the Declarant and the Owner or Occupant residing in a Unit may conduct such ancillary business activities within the 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 employees, clients, customers, suppliers or other business invitees; (e) the business activity is not a retail store, such as a beauty parlor, barber shop, convalescence, day care or nursing home, massage parlor, 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 therefore. 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.



(ii) Single Families. No 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 two (2) additional person who are 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 non-consecutive, in any year.

(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. 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. Satellite dishes, laundry, garments, and towels are prohibited on the terraces and decks, except as may be authorized by the Board.

(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. 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 or pit bull dogs or other dogs determined in the Board's sole discretion to be dangerous dogs 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 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 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 shall be parked only in the assigned parking spaces. The Board may establish designated areas within the parking areas for the parking of motorcycles, motorbikes or bicycles. The Board may assign the assigned parking spaces to Owners and Occupants of Units as provided in Paragraph 5 of this Declaration and pursuant to such other terms as the Board may establish. The Board shall promulgate rules and regulations concerning ingress and egress to the parking areas. No Owner or Occupant may sublet a parking space to a non-resident.

Disabled or stored vehicles, boats, recreational vehicles (RV's and motor homes), and trucks with a load capacity of one (1) ton or more are prohibited from being parked in any portion of the Condominium.

If any vehicle is parked on the Condominium 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 upon any portion of the Common Elements other than on those Common Elements assigned to a Unit or on a Limited Common Element, without the prior written permission of the Board.

If the Board or its designate, in its sole discretion, determines that property is kept, stored, or allowed to remain 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 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 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.

(j) Signs. Except as may be required by legal proceedings, or one standard size “for sale” sign, and except for signs which may be erected by Declarant related to the sale of Units, no signs, advertising posters or billboards of any kind 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 garbage containers or dumpsters designated by the Board for collection.

(l) Unightly 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, subject however to the rules and regulations established by the Association. Clothing, bedding, rugs, mops, appliances, indoor furniture and other household items shall not be placed or stored outside of any Unit.

(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 exterior 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.

(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.

(p) Antennas and Satellite Dishes. Except as provided below, no satellite dish, antenna or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained on any portion of the Condominium, including the Unit or Limited Common Elements; provided, however, that the Association shall have the right to erect, construct and maintain such devices. The following shall apply to all Unit Owners:

(i) No transmission antenna, of any kind, may be erected anywhere on the Condominium, including the Units, without written approval of the Board of Directors or the Architectural Control Committee.

(ii) No direct broadcast satellite (DBS) antenna or multi-channel multi-point distribution service (MMDS) antenna larger than one meter in diameter shall be placed, allowed or maintained upon the Condominium, including the Units and the Limited Common Elements.

(iii) DBS and MMDS satellite dishes or antennas one meter or less in diameter and television broadcast service antennas may only be installed in accordance with Federal Communication Commission (FCC) rules and the rules and regulations of the Association, both as may be amended from time to time.

In the event of a transfer of the Unit which includes the satellite dish or antenna, the Grantee shall assume all responsibility for the satellite dish or antenna and shall comply with this Declaration, the Bylaws and the rules and regulations regarding satellite dishes and antennas, including, but not limited to, those requirements relating to maintenance and removal of satellite dish or antenna.

## 16. LEASING

In order to preserve the character of the Condominium as predominantly owner-occupied, and to comply with the eligibility requirements for financing in the secondary mortgage market, leasing of Units shall be governed by the restrictions imposed by this Paragraph. Except as provided herein, the leasing of Units shall be prohibited.

### (a) Definitions.

(i) Leasing shall mean the regular, exclusive occupancy of a Unit by any person(s) other than the Owner, for which the Owner receives any consideration or benefit including, but not limited to, a fee, service, gratuity or emolument. For purposes hereof, occupancy by a roommate of an Owner Occupant shall not constitute leasing.

(ii) Open Leasing Status shall authorize a Unit to be leased at any time. Each Unit at the Condominium shall have Open Leasing Status until such time as title is conveyed to any Person other than the Person holding record title on the Effective Date hereof, after which conveyance the Unit shall automatically be converted to Restricted Leasing Status. Open Leasing Status may also be conferred upon a Unit as provided in subparagraph (b) below.

(iii) Restricted Leasing Status shall subject a Unit to the restrictions on leasing contained in subparagraph (b) below.

(b) General. No Owner of a Unit in Restricted Leasing Status may lease his or her Unit if seven (7) or more Units in the Condominium are in Open Leasing Status, except as provided in subparagraph (c) below for cases of undue hardship. An Owner of a Unit in Restricted Leasing Status may apply in writing to the Board for conversion to Open Leasing Status in accordance with rules and regulations promulgated by the Board. Upon receipt of such written application, the Unit

shall be placed at the end of a waiting list for conversion to Open Leasing Status. At such times as less than seven (7) the Units are in Open Leasing Status, the Board shall notify the Owner of the Unit at the top of the waiting list of its conversion to Open Leasing Status, and such Owner shall have ninety (90) days within which to lease the Unit or it shall automatically revert to Restricted Leasing Status. Any Unit in Open Leasing Status shall automatically be converted to Restricted Leasing Status if the Unit is not subject to an approved lease for ninety (90) or more consecutive days.

(c) Undue Hardship. Notwithstanding the provisions of subparagraph (b) above, the Board of Directors shall be empowered to allow reasonable leasing of a Unit upon application in accordance with this Paragraph to avoid undue hardship, including, but not limited to the following situations: (1) a Unit Owner must relocate his or her residence outside the greater Atlanta metropolitan area and cannot, within six (6) months from the date that the Unit was placed on the market, sell the Unit except at a price below the current appraised market value, after having made reasonable efforts to do so; (2) where the Owner dies and the Unit is being administered by his or her estate; and (3) the Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Unit, which case the Unit Owner must reapply every year for renewal of the hardship exception. Those Owners who have complied with this subparagraph have demonstrated that the inability to lease their Unit would result in undue hardship, and have obtained the requisite written approval from the Board may lease their Units for such duration as the Board reasonably determines is necessary to prevent undue hardship. All hardship leasing permits shall be valid only as to a specific Unit Owner and Unit and shall not be transferable between either Units or Unit Owners (including a subsequent Owner of a Unit where a permit was issued to the Owner's predecessor in title).

(d) Leasing Provisions. Leasing which is authorized, pursuant to permit, hereunder shall be governed by the following provisions:

(i) General. Units may be leased only in their entirety; no fraction or portion may be leased without prior written approval of the Board. 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 financial 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, Bylaws, and the rules and regulations of the Association.

(ii) Compliance with Declaration, Bylaws, 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:

(1) Compliance With Declaration, Bylaws, and Rules and Regulations.

The lessee shall comply with all provisions of the Declaration, Bylaws, 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, Bylaws, 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, Bylaws, and rules and regulations adopted pursuant thereto. In the event that the lessee, or a person living with the lessee, violates the Declaration, Bylaws, 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, Bylaws, 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, Bylaws, 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.

(2) Use of Common Elements. The Owner of a 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 Unit has to use the Common Elements of the Condominium, including, but not limited to, the use of any and all parking facilities.

(3) 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.

(e) Applicability of this Paragraph. Notwithstanding the above, this Paragraph shall not apply to any leasing transaction entered into by the Declarant, the Association, or the holder of any first Mortgage on a Unit who becomes the Owner of a Unit through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such Mortgage, and they shall be permitted to lease without obtaining a permit.

#### 17. SALE OF UNITS

Within seven (7) days after receiving title to a Unit, the purchaser of a 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 or her identity.

#### 18. MAINTENANCE RESPONSIBILITY

(a) By the Owner. Except to the extent otherwise provided in subparagraph (b) below, 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 Limited Common Elements assigned to 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. 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.

In addition, each Owner shall have the responsibility:

(i) To keep in a neat, clean and sanitary condition any Limited Common Element serving his Unit.

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

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

(iv) 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 (I) the private entrance drives and landscaping located upon the Common Elements of the Condominium. All expenses incurred by the Association for the maintenance of such private drives and landscaping shall be deemed to be Common Expenses.

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 materialman lien claims that may arise therefrom.

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 or she 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 Bylaws 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 three (3) years after the date of recording of this Declaration; (b) four (4) months after the date as of which Units to which 75% 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 Dekalb 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 Bylaws 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 non-judicial 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 Paragraphs 16 and 17 governing leases and 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, lease, or otherwise dispose of a Unit acquired by the Eligible Mortgage Holder.

## 21. 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. Section 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.

## 22. 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 easement 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 via an easement established 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 such easement. 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, 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 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. 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 of the Unit, and except in the event of an emergency, entries shall not be made without prior notice to the Owner.



## 23. 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 two-thirds (2/3) of the total vote thereof. However, as long as the Declarant has the right to appoint and remove directors of the Association hereunder, amendments to this Declaration must be executed 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 Bylaws 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. 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 Dekalb 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, and, as long as the Declarant has the right to appoint and remove directors hereunder, the Declarant, 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) adversely affect 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.

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.

## 24. 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.

## 25. GENERAL PROVISIONS.

(a) **SECURITY.** THE ASSOCIATION OR THE DECLARANT 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 NEITHER THE ASSOCIATION NOR THE DECLARANT IS A PROVIDER OF SECURITY AND NEITHER PARTY SHALL HAVE A DUTY TO PROVIDE SECURITY ON THE CONDOMINIUM. FURTHERMORE, THE ASSOCIATION DOES NOT GUARANTEE THAT NON-UNIT OWNERS AND NON-OCCUPANTS WILL NOT GAIN ACCESS TO THE PROPERTY AND COMMIT CRIMINAL ACTS ON THE PROPERTY NOR DOES THE ASSOCIATION GUARANTEE THAT CRIMINAL ACTS ON THE PROPERTY WILL NOT BE COMMITTED BY OTHER UNIT OWNERS OR OCCUPANTS. 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 UNIT OWNER. NEITHER DECLARANT NOR THE ASSOCIATION SHALL 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, a Unit Owner or Occupant must request and attend a hearing with the Board of Directors. Any such request shall be in writing and shall be personally delivered to any member of the Board of Directors 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) Parking Spaces and Vehicles. Neither the Declarant nor the Association shall be held liable for loss or damage, including water or acid damage, to any property placed or kept in any parking space in the Condominium. Each Owner or Occupant with use of a parking space who places or keeps a vehicle and/or any personal property in the vehicle, parking space or in any common storage space does so at his or her own risk.

(d) Unit Keys. Each Owner, by acceptance of a deed to a Unit, agrees to provide the Association with a key to the Unit to be used by the Association for maintenance, emergency, security or safety purposes as provided in Paragraph 9(a) of this Declaration and for pest control, if necessary, as provided in Paragraph 22(e) of this Declaration. Neither the Declarant nor the Association shall be liable for any loss or damage due to its holding such key, or use of such key for the purposes described

above and each Unit Owner shall indemnify and hold harmless the Declarant, the Association and its officers and directors against any and all expenses, including attorney's fees, reasonably incurred by or imposed upon the Declarant, the Association or its officers or directors in connection with any action, suit, or other proceeding (including settlement of any such action, suit or proceeding) brought by the Unit Owner or the Unit Owner's family, tenants, guests, employees, invitees, or licensees against the Declarant, the Association, its officers or directors arising out of or relating to its holding or use of such key for the purposes described above.

(e) Right of Action. All Owners hereby acknowledge and agree that the Association shall not be entitled to institute any legal action against anyone on behalf of any or all of the Owners which is based on any alleged defect in any Unit or the Common Elements, or any damage allegedly sustained by any Owner by reason thereof, but rather, that all such actions shall be instituted by the Person(s) owning such Units or served by such Common Elements or allegedly sustaining such damage. Notwithstanding the above, once the Declarant no longer has the right to appoint and remove directors and officers, as set forth in Article III, Section 2 of the Bylaws, the Association Board of Directors may negotiate the resolution of any alleged defect(s) in the Common Elements and Area of Common Responsibility on behalf of the Unit Owners and shall have the right and authority to settle and release on behalf of any and all of the Unit Owners claims, causes of action, damages and suits involving the same. Any such settlement and release shall bind all Unit Owners and their successors and assigns.

(f) Successor Declarants. Any successor to the Declarant shall not be responsible or subject to liability by operation of law or through the purchase of Declarant's interest in the Condominium or any portion thereof at foreclosure or otherwise for any act, omission, or matter occurring or arising from any act, omission, or matter occurring prior to the time the successor succeeded to the interest of the Declarant.

(g) Disclosures. (i) the views from an Owner's Unit may change over time due to among other things, additional development and the removal or addition of landscaping; (ii) no representations are made regarding the zoning of adjacent property, or that the category to which adjacent property is zoned may not change in the future; (iii) no representations are being made regarding which schools may now or in the future serve the Unit; (iv) since in every neighborhood there are conditions which different people may find objectionable, it is acknowledged that there may be conditions outside of the Condominium property which an Owner or Occupant finds objectionable and that it shall be the sole responsibility of the Owners and Occupants to become acquainted with neighborhood conditions which could affect the Unit; (v) no representations are made that the Unit is or will be soundproof or that sound may not be transmitted from one Unit to another; and (vi) the Condominium Floor Plans and the dimensions and square footage calculations shown thereon are only approximations. Any Unit Owner who is concerned about any representations regarding the Floor Plans should do his/her own investigation as to the dimensions, measurements and square footage of his/her Unit.

(h) Implied Rights. The Association may exercise any right or privilege given to it expressly by this Declaration, the Bylaws, the Articles of Incorporation, any use restriction or rule,

and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.

(i) 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," Section 14-3-850 et seq., as amended, which provisions are incorporated herein by reference as permitted by Section 14-3-858(c) 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.

26. PREPARER

This Declaration was prepared by Sheri S. Labovitz, 5655 Glen Errol Road, Atlanta, Georgia 30327.

IN WITNESS WHEREOF, the said Declarant, has caused this Declaration to be executed by its duly authorized officer.

As of this 26<sup>th</sup> day of June, 2006.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public  
My Commission Expires:

[Notary Seal]

**DECLARANT:**

COURTYARD ON KIRKWOOD, LLC, a Georgia limited liability company

By: \_\_\_\_\_  
Bruce Cohen, Managing Member

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public  
My Commission Expires:

[Notary Seal]

**ASSOCIATION:**

THE COURTYARD ON KIRKWOOD CONDOMINIUM ASSOCIATION, INC.

By: \_\_\_\_\_  
Bruce Cohen, President

**EXHIBIT "A"**  
(Legal Description)

All that tract or parcel of land lying and being in Land Lot 211 of the 15th District of DeKalb County, Georgia, being more particularly described as follows, according to that certain survey prepared for "NCS Commercial Funding, LLC, its successors and assigns, 190 Kirkwood, LLC and Chicago Title Insurance Company," dated June 18, 2003, prepared by Robert M. Kirkley Land Surveyors, Robert M. Kirkley, Ga. RLS No. 1844:

BEGINNING at a point on the West right-of-way of Kirkwood Road (50-foot right-of-way) where it intersects the North right-of-way of Warlick Place (50-foot right-of-way); from this point running North 07°04'41" East, 197.57 feet to a 1-inch pipe found on the West right-of-way of Kirkwood Road and the TRUE POINT OF BEGINNING; running thence North 06°23' 13" East, 244.95 feet to a 1-inch C.M.P. found on the West right-of-way of Kirkwood Road; running thence North 82°47'03" West, 242.30 feet to a 1-inch C.M.P. found; running thence South 02°31'08" West, 260.0 feet to a 1/2-inch R.I. set; running thence South 86°24'16" East, 225.0 feet to a point on the West right-of-way of Kirkwood Road and the TRUE POINT OF BEGINNING; containing 1.35 acres, known as 190 Kirkwood Road, Atlanta, Georgia 30317.

**EXHIBIT "B"**

**THE COURTYARD ON KIRKWOOD, A CONDOMINIUM**

**PERCENTAGE INTEREST OF UNITS IN COMMON ELEMENTS**

<b><u>UNIT #</u></b>	<b><u>PERCENTAGE INTEREST</u></b>
A-1	3.125%
A-2	3.125%
A-3	3.125%
A-4	3.125%
B-1	3.125%
B-2	3.125%
B-3	3.125%
B-4	3.125%
C-1	3.125%
C-2	3.125%
C-3	3.125%
C-4	3.125%
D-1	3.125%
D-2	3.125%
D-3	3.125%
D-4	3.125%
E-1	3.125%

E-2	3.125%
E-3	3.125%
E-4	3.125%
F-1	3.125%
F-2	3.125%
F-3	3.125%
F-4	3.125%
G-1	3.125%
G-2	3.125%
G-3	3.125%
G-4	3.125%
H-1	3.125%
H-2	3.125%
H-3	3.125%
H-4	3.125%

**Total:**

**32 Units**

**100%**



EXHIBIT "C"

ASSIGNED PARKING SPACES

SEE SITE AND UNIT KEY PLAN  
FOR THE COURTYARD ON KIRKWOOD,  
Filed in Condominium File Cabinet, DeKalb County, Georgia records