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DECLARATION OF CONDOMINIUM

FOR

MILTON POINT, A MIXED USE CONDOMINIUM

THIS INSTRUMENT ESTABLISHES THE CONDOMINIUM FORM OF OWNERSHIP FOR THE PROPERTY DESCRIBED HEREIN PURSUANT TO THE GEORGIA CONDOMINIUM ACT, O.C.G.A. SECTION 44-3-70, *ET SEQ.* CONDOMINIUM PLAT RECORDED AT CONDOMINIUM PLAT BOOK _____, PAGE _____, FULTON COUNTY, GEORGIA LAND RECORDS. CONDOMINIUM PLANS FILED IN CONDOMINIUM FLOOR PLAN BOOK _____, PAGE _____, FULTON COUNTY, GEORGIA LAND RECORDS.

DECLARATION OF CONDOMINIUM
 FOR
 MILTON POINT, A COMMERCIAL CONDOMINIUM
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DECLARATION OF CONDOMINIUM

FOR

MILTON POINT, A COMMERCIAL CONDOMINIUM

THIS DECLARATION is made by **Friends of Silos, LLC**, a Georgia limited liability company (hereinafter called the "Declarant").

W I T N E S S E T H

WHEREAS, Declarant is the fee simple owner of that certain tract or parcel of land lying and being in Land Lot ____ of the ____th District, Fulton County, Georgia, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, hereinafter called the "Property"; and

WHEREAS, certain improvements have been constructed on the Property as shown on the Plat and the Plans (as such terms are herein defined); and

WHEREAS, Declarant has duly incorporated Milton Point Condominium Association, Inc. as a nonprofit membership corporation under the laws of the State of Georgia; and

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

NOW, THEREFORE, the Declarant does hereby make, declare and publish its intention and desire to submit, and does hereby submit the Property to the condominium form of ownership pursuant to, subject to and in accordance with the provisions of the Georgia Condominium Act and the covenants, restrictions, and easements hereinafter set forth. By virtue of the recording of this Declaration, said property shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to provisions of the Georgia Condominium Act and the covenants, conditions, restrictions, easements, assessments, and liens set forth in this Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the real property subject to this Declaration, shall be binding on all Persons having any right, title or interest in all or any portion of the real property subject to this Declaration, their respective heirs, legal representatives, successors, successors-in-title, and assigns, and shall be for the benefit of all owners of the property subject to this Declaration.

Article 1

Name

The name of the condominium is **MILTON POINT, A COMMERCIAL CONDOMINIUM.**

Article 2
Definitions

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

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

2.2 Articles or Articles of Incorporation means the Articles of Incorporation of Milton Point Condominium Association, Inc., filed with the Secretary of State of Georgia, as amended from time to time.

2.3 Association means Milton Point Condominium Association, Inc., a Georgia nonprofit corporation, its successors and assigns.

2.4 Board or Board of Directors means the elected body responsible for management and operation of the Association as further described in the Bylaws.

2.5 Building or Buildings means any structure located within the Condominium which contains a portion of the Condominium.

2.6 Building Systems means all portions of the Condominium that are utilized to transfer, transport, and/or transmit utilities and services to all or any portion of the Condominium, including, without limitation, for ducts, conduits or other utility, fire safety, property monitoring, or similar facilities for water, air, ventilation, smoke evacuation, fire safety/sprinkling (including stand pipes, fire pumps and control valves, fire control and enunciator panel(s) and related facilities), emergency generator, air conditioning (including refrigerant lines, chilled water lines, electric lines, thermostatic control lines, and related facilities), natural gas, steam, electricity, energy, drainage, sewage, communications, property monitoring, utilities, and all conduit, raceways, ducts, pipes, wires, and other pathways relating to any of the foregoing (including, without limitation, closed circuit television lines, high speed internet lines, and fiber optic cable lines).

2.7 Bylaws means the Bylaws of Milton Point Condominium Association, Inc., attached to this Declaration as Exhibit "C" and incorporated herein by this reference.

2.8 Common Elements means those portions of the property subject to this Declaration which are not included within the boundaries of a Unit and as otherwise may be more particularly described in this Declaration.

2.9 Common Expenses mean the expenses incurred or anticipated to be incurred by the Association for the general benefit 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.

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

2.11 Condominium Instruments means this Declaration and all exhibits to this Declaration, including the Bylaws, the Articles of Incorporation, the rules and regulations of the Association, and the Plats and Plans, all as may be supplemented or amended from time to time.

2.12 Convertible Space means a portion of the Condominium which may be converted into one or more Units and/or Common Elements in accordance with the provisions of the Act. The Convertible Space, if any, is depicted on the Plat(s) and/or Plans as applicable as "Convertible Space" and is allocated its appurtenant undivided interest in the Common Elements as provided herein.

2.13 Declarant means **Friends of Silos, LLC**, a Georgia limited liability company, and its successors, successors-in-title and assigns; provided that, in an instrument of conveyance to or any other document involving any such successor-in-title or assign, such successor-in-title or assign is designated as "Declarant" hereunder by the grantor/maker of such conveyance or document, which grantor/maker shall be "Declarant" hereunder at the time of such conveyance or execution of such document; provided, further, upon such designation of such successor Declarant, such rights of the former Declarant in and to such status as "Declarant" hereunder shall cease. The termination or earlier surrender of Declarant's rights to appoint and remove officers of the Association pursuant to this Declaration and/or the Bylaws shall not terminate or alter the status of the above-referenced entity and its successors and assigns as the Declarant hereunder or divest the Declarant of other rights specifically reserved to the Declarant herein.

2.14 Development Period means the period of time during which the Declarant, or an affiliate, parent or subsidiary of Declarant, owns any portion of the Condominium or has any outstanding warranty obligations related to the Condominium; provided, however, the Development Period shall not terminate except as may be provided herein. The Declarant may, but shall not be obligated to, unilaterally relinquish its rights under this Declaration and terminate the Development Period by recording a written instrument to that effect in the Fulton County, Georgia land records.

2.15 Life Safety Systems means those portions of the Condominium utilized or otherwise available for the personal safety of individuals within a Building in the Condominium, including, without limitation, any pumps, control valves, smoke alarms, horns, strobes, emergency lighting, smoke evacuation or exhaust systems, sprinklers, firemen's control or enunciator panels, call boxes, emergency generators shared by the Owners and other related improvements, devices and equipment and all utilities, wiring, sensors or service lines connected thereto.

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

2.17 Mortgage shall refer to any mortgage, deed to secure debt, deed of trust, or other transfer or conveyance for the purpose of securing the performance of an obligation.

2.18 Mortgagee means the holder of any Mortgage.

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

2.20 Office Unit means any Unit, or portion thereof, that is designated as such on the Plat and/or Plans or in one or more Supplementary Declarations describing the property which shall constitute all or part of such an Office Unit. The Declarant shall have the right to designate a Unit's status as an Office Unit and to change the status of any previously designated Office Unit in the Condominium. An Office Unit may be, but is not required to be, subjected to a Subdeclaration.

2.21 Owner means the record owner, whether one or more Persons, of the fee simple title to any Unit, excluding, however, any Mortgagee. The term "Owner" shall refer to the owner of a particular Unit and the term "Owners" shall refer collectively to the owners of all Units. If a Subcondominium is established within a Unit as provided herein and pursuant to Section 44-3-117 of the Act, the term "Owner" shall, with respect to that Unit only, thereafter refer to the Subassociation formed to operate such Subcondominium on behalf of the individual Subunit owners. Said Subassociation shall for all purposes be deemed to be the "Owner" of the "Unit" hereunder and shall represent and be responsible for acting on behalf of the Subunit owners within such Subcondominium as provided herein and in the Act. The term "Owner" as used herein shall under no circumstances refer to the record title owner of a Subunit located within a Subcondominium which has been separately established in a Unit.

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

2.23 Plans means the floor plans of each Unit filed pursuant to the Act with the Clerk of Superior Court of Fulton County, Georgia, as may be supplemented and/or amended from time to time.

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

2.25 Residential Unit means any Unit, or portion thereof, that is designated as such on the Plat and/or Plans or in one or more Supplementary Declarations describing the property which

shall constitute all or part of such Residential Unit. The Declarant shall have the right to designate a Unit's status as a Residential Unit and to change the status of any previously designated Residential Unit in the Condominium. A Residential Unit may, but is not required to, be subjected to a Subdeclaration.

2.26 Retail Unit means any Unit, or portion thereof, that is designated as such on the Plat and/or Plans or in one or more Supplementary Declarations describing the property which shall constitute all or part of such Retail Unit. The Declarant shall have the right to designate a Unit's status as a Retail Unit and to change the status of any previously designated Retail Unit in the Condominium. A Retail Unit may, but is not required to, be subjected to a Subdeclaration.

2.27 Subassociation means the mandatory membership corporation, the members of which shall be owners of all or any portion of a Subunit subject to the jurisdiction thereof, as may be established pursuant to this Declaration, Section 44-3-117 of the Act and an applicable Subdeclaration for the purpose of exercising the powers of the association of a Subcondominium established within a Unit. Unless otherwise required by Georgia law, each such Subassociation, if any, shall have concurrent jurisdiction with the Association over the Unit, or portion thereof, which is subject to the Subcondominium for which the Subassociation was established, shall represent and be responsible for acting on behalf of the Subunit owners within such Subcondominium, through a representative designated by the board of directors of such Subassociation, in discharging all of the rights and obligations of the Unit Owner hereunder and under Georgia law, and shall for all purposes be deemed to be the "Owner" of the "Unit" hereunder.

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

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

2.30 Subdeclaration means any declaration of condominium recorded in the Fulton County, Georgia land records, other than this Declaration, which establishes all or any portion of a Unit as a Subcondominium pursuant to Section 44-3-117 of the Act. In addition to this Declaration, every Unit within the Condominium which is separately submitted to the Georgia Condominium Act, as amended, and is subdivided into units intended for independent ownership and occupancy or any other multi-owner regime, shall, prior to the conveyance of the first unit therein to a Person other than a builder or developer holding title for purposes of development and resale, be subject to a Subdeclaration which shall contain covenants and restrictions regulating signage, vehicles, animals, nuisances, unsightly conditions and architectural standards within the Unit. No such Subdeclaration shall be recorded during the Development Period without the prior review and written approval of Declarant, or, if after the Development Period, the Board of Directors, which approval shall not be unreasonably withheld.

2.31 Total Association Vote means the votes attributable to the entire membership of the Association (including votes of Declarant) as of the record date for such action, whether or not

such members are present or represented at the meeting, if any, where such votes are to be cast, but specifically excluding the votes of any Owners whose voting rights have been suspended as provided in the Condominium Instruments. If, for example, and without limitation, two-thirds (2/3) of the Total Association Vote is required to approve a matter, such matter must receive more than two-thirds (2/3) of the votes attributable to all existing members of the Association as of the record date for such action (including votes of Declarant and excluding the votes of any Owners whose voting rights have been suspended as provided in the Condominium Instruments), whether or not such members are present or represented at the meeting, if any, where such votes are to be cast. As a further illustration, if a majority vote is required to approve a matter (and the term Total Association Vote is not used), such matter must receive the affirmative vote of more than fifty percent (50%) of the votes cast by the members entitled to vote on the matter.

2.32 Unit means that portion of the Condominium intended for separate ownership and use as more particularly described herein, including, without limitation, Residential Unit(s), Retail Unit(s) and Office Unit(s), and shall include the proportionate, undivided ownership interest in the Common Elements and membership in the Association assigned to the Unit hereunder. As provided herein and pursuant to Section 44-3-117 of the Act, after or contemporaneously with the recording of this Declaration, a Unit, or portion thereof, may be submitted to the Act as a Subcondominium by filing a Subdeclaration of condominium for such Unit. Any such Subdeclaration shall be subordinate to this Declaration. Nothing herein shall be construed to create any obligation to submit a Unit to the condominium form of ownership separately and apart from this Declaration.

2.33 Voting Delegate means the representative selected by the Owners of a type of Unit to be responsible for casting all votes attributable to such Unit type on all Association matters requiring a vote of the members, except matters, if any, which the Declaration, the Bylaws, the Articles of Incorporation or Georgia law specifically requires that votes be cast by the owners. Unless otherwise specified by the Owner, where a Subcondominium has been established over a Unit, or portion thereof, the Voting Delegate for such Unit shall be the president of the Subassociation established to have authority over such Subcondominium, and the alternate Voting Delegate shall be the treasurer and secretary in that order.

Article 3
Location, Property Description, Plats and Plans

The Condominium subject to this Declaration and the Act is located in Land Lot ____ of the _____th District, Fulton 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 for the Condominium has been filed in accordance with the Act in a Condominium Plat Book maintained by the Clerk of Superior Court of Fulton County, Georgia at the book and page referenced on the cover of this Declaration. Floor Plans of the Units will be filed in accordance with the Act in the Fulton County, Georgia records as Convertible Units are constructed and converted into Units. The Plat and Plans are incorporated herein by this reference as fully as if the same were set forth in their entirety herein. Floor Plans of the Units will be filed in accordance with the Act in the Fulton County, Georgia records as Convertible Space are constructed and converted into Units. The Declarant has the right to file additional Plats and Plans describing Units and may revise and re-record the Plat and Plans as hereinafter provided. During the Development Period, Declarant reserves the right, but shall have no obligation, to make improvements and changes to all or part of the Common Elements and the Units owned by Declarant or its affiliates (other than changes to the location of Unit boundaries unless expressly permitted herein), including, without limitation, addition and realignment of parking spaces, renovation and installation of changes to utility systems and facilities, rearrangement and installation of security and refuse facilities, work relating to Building exteriors, and utility lines and pipes located on the Condominium.

Article 4
Units and Boundaries; Common Elements

4.1 Units. The Condominium is divided into separate Units, the Limited Common Elements and the Common Elements and initially contains Convertible Space. Each Unit consists of office, retail, or commercial space 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 and may contain Convertible Space. The Units are depicted, and shall have the identifying number assigned, on the Plats and Plans. Each Unit includes that part of the structure which lies within the following boundaries described in Section 4.2.

4.2 Boundaries. A Unit is the real property consisting of the land and the rights of possession therein and all Improvements lying thereon within the vertical planes intersecting the surface of the earth at the boundary lines of each Unit as shown on the Plats. Except when specifically included by other provisions of this Declaration, the following is excluded from each Unit: the spaces and Improvements lying outside of the boundaries described in this Section 4.2, pipes, ducts, wires, conduits, drainage systems and ways, drive portions, and other facilities running through or within any Unit for the purpose of furnishing sewerage, utility, access, water, and other similar services to other Units and Common Elements. These improvements are Common Elements: pipes, wires, ducts, and cables are a Common Element up to the valve, switch, or shutoff between commonly and exclusively used portions, with the valve or switch being part of the Unit. Facilities serving a single Unit and lying within the Common Elements or another Unit

are Limited Common Elements appurtenant to the Unit served. The land below the Unit remains unsubdivided and is a Common Element.

4.3 Attachments. A Unit shall include any and all attachments to the exterior walls of a Unit which are a part thereof, which protrude beyond said boundaries. Each Unit shall also include all Building Systems and Life Safety Systems and any other chutes, flues, ducts, conduits, wires, bearing walls, bearing columns, or any other apparatus, which serve the Unit exclusively. If any Building System or Life Safety System or any chutes, flues, ducts, conduits, wires, bearing walls, bearing columns, or any other apparatus, lies partially within and partially outside the designated boundaries of a Unit, any portions thereof serving only that Unit shall be deemed a part of that Unit, and any portions thereof serving more than one (1) Unit or any portion of the Common Elements or any portion of the Building not included in the Condominium, except as specifically provided herein, shall be deemed a part of the Common Elements. Entry doors and door systems and exterior glass surfaces and related installation and operation systems, including, but not limited to, windows and window systems and glass doors and door systems, serving a Unit shall be included within the boundaries of the Unit. Heating and/or air conditioning systems (including furnaces, compressors, components, pipes, wire, conduits, ducts, and the like) serving a single Unit (including any part of any such system located outside the boundaries of the Unit), all duct work for such heating and/or air conditioning systems, and appliances and plumbing fixtures within a Unit shall be part of the Unit.

In interpreting deeds and plans, the existing physical boundaries of a Unit as originally constructed or 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 is located, and regardless of minor variance between the boundaries shown on the plans or in a deed and those of the Unit.

4.4 Subdivision and Partition of Units; Relocation of Boundaries. In accordance with the provisions of the Act (Section 44-3-91) and with the written consent of the Declarant during the Development Period and, thereafter, with the written consent of the Board of Directors, the boundaries between adjoining Units may be relocated from time to time; provided, however, the Declarant or the Board, as the case may be, may withhold consent for such relocation of boundaries for any reason. In accordance with the provisions of the Act (Section 44-3-92) and with the written consent of the Declarant during the Development Period and, thereafter, with the written consent of the Board of Directors, any Unit in the Condominium may be subdivided from time to time into two (2) or more Units; provided, however, the Declarant or the Board, as the case may be, may withhold consent for such subdivision for any reason. In the event that any Unit is subdivided as provided herein, the entire square footage and undivided interest in the Common Elements of the subdivided Unit shall be allocated among the Units created by the subdivision as provided herein and in the Act. Similarly, in the event that the boundaries of one (1) or more Units are relocated as provided herein, the entire square footage and undivided interest in the Common Elements of the affected Unit(s) shall be reallocated in accordance with the new square footage thereof and as otherwise may provided herein and in the Act. Declarant and the Board, as the case may be, have the right and authority to approve or disapprove any application for partition, relocation of

boundaries and/or subdivision of a Unit hereunder; provided, however, during the Development Period, it shall be mandatory that the Board approve any such application upon request made by the Declarant. Partition, relocation of boundaries, and/or subdivision of Units other than as provided in this Section is prohibited. Notwithstanding anything herein to the contrary, (i) the Declarant shall have the right to relocate boundaries between Units owned by the Declarant or its affiliates without the approval of the Association, the Board or any other Person or group, and the Board shall take such steps as may be necessary to have the required amendment(s) to the Declaration executed on behalf of itself and the Association, if and as necessary; and (ii) the Declarant shall have the right to subdivide a Unit or Units owned by the Declarant or its affiliates without the approval of the Association, the Board or any other Person or group, and the Board shall take such steps as may be necessary to have the required amendment(s) to the Declaration executed on behalf of itself and the Association, if and as necessary.

4.5 Common Elements. The Common Elements consist of all portions of the Condominium not located within the boundaries of a Unit, including, without limitation, those portions of the Condominium as are assigned, from time to time, as Limited Common Elements to a Unit or Units pursuant to this Declaration. Pursuant to Section 44-3-78 of the Act, each Unit is allocated an undivided interest in the Common Elements as set forth on Exhibit "B"; such undivided interest being determined by dividing the square footage of a particular Unit by the square footage of all Units within the Condominium. The undivided interest may be expressed as a fraction or a percentage. 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, Occupant, and the Association may use the Common Elements for the purposes for which they are intended, but no such use shall encroach upon the lawful rights of the other Owners or Occupants.

4.6 Limited Common Elements.

(a) Limited Common Elements. The Limited Common Elements located in the Condominium and the Units(s) to which they are assigned are as follows:

(i) any entry, landing, hallway, garbage chute, elevator system (including, but not limited to elevators, elevator shafts, elevator lobbies and all related mechanical and electrical systems), stairs or walkway, terrace or walkway, if any, serving one (1) or more Units, but less than all Units, is assigned as a Limited Common Element to the Unit(s) so served (for example, stairwells serving only Residential Units will be the Limited Common Elements of those Residential Units served and shall not be used or accessible to Retail Units or Office Units);

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

(iii) any portion of any Building System or Life Safety System or any chute, flue, duct, conduit, wire, pipe or any other apparatus from such system) which serves more than one (1) Unit, but less than all Units, is assigned as a Limited Common Element to the Units so served;

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

(v) any shutter, awning, window box or other apparatus described in Section 44-3-75(a) of the Act designed to serve a single Unit shall be a Limited Common Element appertaining to that Unit exclusively;

(vi) any enclosed parking area(s)/garage and related enclosed space assigned to a Residential Unit, as set forth on Exhibit "D," attached hereto and by this reference incorporated herein, is a Limited Common Element of the Residential Unit to which it is assigned, as assigned pursuant to Section 4.6(b) below;

(vii) any storage space(s) assigned to a Unit, as set forth on Exhibit "I," attached hereto and by this reference incorporated herein, is a Limited Common Element of the Unit to which it is assigned. Storage spaces may be initially assigned or reassigned by amendment to this Declaration as provided in Section 4.6(b) below; and

(viii) any monument or similar signage for advertising Retail Units or Office Units is assigned as a Limited Common Element appurtenant to the Unit to which it is assigned and may be initially assigned or reassigned by amendment to this Declaration as provided for storage spaces in Section 4.6(b) below.

(b) Assignment and Reassignment. The Board, without need for a membership vote, is hereby authorized to assign and reassign Limited Common Elements and to assign Common Elements, not previously assigned, as Limited Common Elements, provided that any such assignment or reassignment shall be made in accordance with the provisions of Sections 44-3-82(b) and (c) of the Act, as the case may be, as modified and supplemented herein. A Common Element not previously assigned as a Limited Common Element may be so assigned by the Board, and a Limited Common Element may be reassigned by the Board, without need for a membership vote, upon written application to the Board by the Owner or Owners requesting the exclusive use of such Common Element, or in the case of a reassignment of a Limited Common Element, upon written application to the Board by the Owner(s) of the Unit(s) to which the Limited Common Element appertains and the Owner(s) of the Unit(s) to which the Limited Common Element is to be reassigned provided, however, during the Development Period, the written consent of the Declarant shall be required prior to any such assignment or reassignment. The Board has the right and authority to approve or disapprove any such application; provided, during the Development Period, it shall be mandatory that the Board approve any such application upon request made by the Declarant. Upon Board approval of the application, an amendment to this Declaration assigning the Common Element as a Limited Common Element or reassigning the

Limited Common Element shall be prepared and executed on behalf of the Association, without need for a membership vote, which amendment shall be executed by the Owner or Owners making such application. Such amendment shall be delivered and become effective as provided in Section 44-3-82 of the Act. Assignments and reassignments of Limited Common Elements and assignments of Common Elements other than as provided in this subsection are prohibited.

Storage spaces may be assigned to a Unit for the exclusive use of such Unit's Owner or Occupant. The Board of Directors shall have the right, but not the obligation to assign storage spaces appurtenant to Units by recording an amendment to this Declaration in accordance with the procedure set forth above; provided, however, the Declarant expressly reserves the right to unilaterally amend Exhibit "E" to the Declaration to assign or reassign storage spaces appurtenant to a particular Unit without the consent of the Association or any Unit Owner or Mortgagee. Notwithstanding anything to the contrary herein, during the Development Period, Declarant shall have the right, but not the obligation, to lease or sell to Unit Owners one (1) or more storage spaces. The proceeds of the lease or sale of storage spaces shall belong to the Declarant.

Signage may be assigned to a Retail Unit or Office Unit for the exclusive use of such Unit's Owner or Occupant. The Board of Directors shall have the right, but not the obligation to assign a Limited Common Element appurtenant to a Unit by recording an amendment to this Declaration in accordance with the procedure set forth above; provided, however, the Declarant expressly reserves the right to unilaterally amend Exhibit "E" to the Declaration to assign or reassign a Limited Common Element appurtenant to a particular Unit without the consent of the Association or any Unit Owner or Mortgagee. Notwithstanding anything to the contrary herein, during the Development Period, Declarant shall have the right, but not the obligation, to lease or sell to Unit Owners one (1) or more signage Limited Common Element(s). The proceeds of the lease or sale of said signage Limited Common Element shall belong to the Declarant.

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

Article 5
Association Membership

5.1 Allocation of Votes. Each Owner, by virtue of such Owner's ownership of an interest in a Unit, is a member of the Association and shall be entitled to vote on all matters upon which members of the Association are entitled to vote as provided in the Articles of Incorporation, Declaration and Bylaws. Each owner shall have one (1) vote weighted in accordance with the undivided interest in the Common Elements attributable to the Unit, as set forth on Exhibit "B" hereof.

5.2 Voting. The vote attributable to each Unit shall be exercised by the Owner of said Unit or the Voting Delegate representing said Unit, as the case may be. If any Unit or portion thereof has been established as a Subcondominium, then for purposes of effecting ways and means of smooth and efficient communication between Declarant or the Association and the members of the Subassociation, Declarant or the Association shall be entitled to communicate and deal with the Subassociation in all matters affecting the individual Subunit owners within such Unit. The Voting Delegate may cast all such votes as he or she deems appropriate and no polling of any Subunit owners within such Unit or split voting shall be required.

5.3 Allocation of Liability for Common Expenses. Except as otherwise provided herein, each Unit is hereby allocated liability for Common Expenses apportioned in accordance with the percentage of undivided interest in the Common Elements appurtenant to the Unit, as shown on Exhibit "B" hereof. Except as provided below, or elsewhere in the Act or Condominium Instruments, the amount of all Common Expenses shall be assessed against all of the Units in accordance with the allocation of liability for Common Expenses described above. The Board of Directors shall have the power to assess specially pursuant to this Declaration and Section 44-3-80(b) of the Act as in its discretion it deems appropriate. Failure of the Board of Directors to exercise its authority under this Article shall not be grounds for any action against the Association or the Board of Directors and shall not constitute a waiver of the Board's right to exercise its authority under this Article in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Declaration. Except for expenses incurred for maintenance, repair, or replacement of items which are the Association's maintenance responsibility under the Condominium Instruments, any Common Expenses benefiting less than all of the Units or significantly disproportionately benefiting all Units may be specially assessed equitably among all of the Units which are benefited according to the benefit received; provided, however, that expenses incurred for maintenance, repair, or replacement of any Limited Common Element which is the Association's maintenance responsibility under the Condominium Instruments may be specially assessed against the Unit(s) to which the Limited Common Element is assigned. Any Common Expenses occasioned by the conduct of less than all of the Owners or by the Occupant(s), licensees or invitees of any Unit(s) may be specially assessed against such Unit(s).

Article 6
Association Rights and Restrictions

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

(a) in accordance with O.C.G.A. Section 44-3-105, and as otherwise provided herein, to enter any portion of the Condominium for maintenance, emergency, security, or safety purposes, or otherwise to discharge its powers or responsibilities hereunder, which right may be exercised by the Association's Board, officers, agents, employees, or managers; except in an emergency situation, entry into Units shall be only during reasonable hours and after reasonable prior notice to the Owner or Occupant; for purposes hereof, an emergency justifying immediate entry into a Unit shall include, but not be limited to, the following situations: a water or other utility leak, fire, strong foul odor, obvious insect infestation, or sounds indicating that an individual or animal might be injured or sick and require immediate medical attention; no one exercising the rights granted in this subsection shall be liable for trespass, damages, or in any other manner by virtue of exercising such rights; the failure to exercise the rights granted herein or to exercise said rights in a timely manner shall not create liability for any of the above-referenced parties, it being deemed and agreed that no duty to enter a Unit and/or any other portion of the Condominium shall exist;

(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 use restrictions, other provisions of the Condominium Instruments, and rules and regulations by the imposition of reasonable monetary fines and suspension of use and voting privileges as provided in O.C.G.A. Section 44-3-76, as amended (which shall not be construed as limiting any other legal means of enforcement). Any fines imposed in accordance with the Condominium Instruments and Section 44-3-76 of the Act shall be an assessment against the Unit and may be collected in the manner provided for collection of other assessments;

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

(e) to control, manage, operate, maintain, improve, and replace all portions of the Common Elements, including the Limited Common Elements;

(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 with respect to the Condominium, including ownership of a Unit and matters related to the Common Elements, including the Limited Common Elements;

(h) to require each Owner to install separate utility meters for each Owner's Unit at the Owner's cost, or to install such meters and assess the costs thereof against each Unit as provided herein;

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

(j) to approve contractors or subcontractors who have access to the Condominium for the purpose of making repairs, improvements or modifications to Units based on criteria adopted by the Board, which may include, without limitation, insurance requirements, and to collect deposits for use of any trash receptacle, if any, and construction deposits to be paid to the Association; costs for repair of damage to the Condominium due to or as a result of such work and the removal of any rubbish, trash, garbage or other debris resulting therefrom may be deducted from construction deposits and any additional costs may be specifically assessed against the Unit pursuant to Section 7.5 hereof;

(k) to designate certain hours during which furniture, personal property, construction materials and other over-sized items may be moved in or out of the Condominium and to establish reasonable rules and regulations associated therewith from time to time; to approve movers and/or moving companies that require access to the Condominium for the purpose of moving furniture, construction materials and other over-sized items, on behalf of an Owner or Occupant, in or out of the Condominium, based on criteria adopted by the Board, which may include, without limitation, insurance requirements; to establish a move-in/move-out deposit in a reasonable amount determined by the Board from time to time to be paid by or on behalf of the Owner of the Unit associated with the move to protect the Condominium against damage due to the transportation of furniture, personal property, construction materials, and other over-sized items in or out of the Condominium and to defray the costs of wear and tear associated with moves to the Common Elements and additional use of any common trash receptacle(s), if any; costs for repair of damage to the Condominium due to or as a result of such moving furniture, construction materials and other over-sized items and for the removal of any rubbish, trash, garbage or other debris resulting therefrom may be deducted from move-in/move-out deposits and any additional costs may be specifically assessed against the Unit pursuant to Section 7.5 hereof;

(l) at the sole expense of the Association, with the consent of the Declarant during the Development Period but without need for a membership vote and without the consent of any affected Owner, to relocate any portion of the air conditioning, heating, plumbing, ventilating, exhaust, electrical, or other utility system or any other portion of the Building Systems and/or Life Safety Systems serving a particular Unit or portion thereof, provided that after such relocation, the system serving the Unit functions at least as well and at no greater cost to the Unit as existed prior to the relocation;

(m) with the consent of the Declarant during the Development Period, to close permanently or temporarily any portion of the Common Elements (except for the Limited Common Elements, any Common Elements the use of which is reasonably necessary for access to or egress from a Unit, and any portion of the Common Elements over, on or upon which the Declarant has

an easement except with the consent thereof, respectively) with thirty (30) days prior notice to all Owners, except that in emergency situations requiring a temporary closing, prior notice shall not be required so long as notice is given within three (3) days after the closing explaining the reason for the closing. Any portion of the Common Elements which has been permanently closed may be reopened by the sole action of the Declarant during the Development Period and, following the termination of the Development Period, by action of the Board or by the vote of members holding a majority of the Total Association Vote cast at a duly called special or annual meeting. Notwithstanding the above, any action to reopen a portion of the Common Elements which will require, in the sole discretion of the Board, the levying of a special assessment, shall be considered and approved in conjunction with and in the same manner as is required to effect a special assessment as set forth in this Declaration;

(n) notwithstanding anything herein to the contrary, with the consent of the Declarant during the Development Period, to close a portion of the Common Element sidewalk within the Condominium for use as a terrace and/or patio area for use as an exterior display area or similar area as part of the operation of a business located in a Retail Unit, subject to such reasonable rules and regulations and conditions as the Board may adopt from time to time; and

(o) to enter into agreements and/or contracts with other associations, vendors or Persons for the provision of services, including, without limitation, property management, landscaping, utilities, amenities, property monitoring and waste removal services, for the benefit of the Owners and Occupants.

6.2 Enforcement. With respect to the Condominium and the Owners and Occupants of Units, the Association shall have the right to enforce any provision of the Condominium Instruments, and rules and regulations of the Association by the imposition of reasonable monetary fines and suspension of use and voting privileges as provided in Section 44-3-76 of the Act. These powers, however, shall not be construed as limiting any other legal means of enforcing the Condominium Instruments, use restrictions or rules and regulations of the Association. Any fines imposed in accordance with Section 44-3-76 of the Act shall be considered an assessment against the Unit and may be collected in the manner provided for collection of other assessments.

Article 7 Assessments

7.1 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, including, without limitation, the maintenance of real and personal property, and the establishment and maintenance of a reasonable reserve fund for the replacement of improvements to the Common Elements and Limited Common Elements that the Association is obligated to maintain, all as may be more specifically authorized from time to time by the Board of Directors.

7.2 Creation of the Lien and Personal Obligation For Assessments. Each Owner of a 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; (ii) special assessments; and (iii) specific assessments. All such assessments, together with late charges, interest, costs, and reasonable attorney's fees actually incurred, and if the Board so elects, rent in the maximum amount permitted by the Act, shall be a charge on the Unit and shall be a continuing lien upon the Unit against which each assessment is made. Such amounts shall also be the personal obligation of the Person who was the Owner of such Unit at the time when the assessment fell due. Each Owner and each successor-in-title to the Unit 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 of Directors; unless otherwise provided, the annual assessment shall be paid in equal quarterly installments due on the first day of each quarter based on a calendar year. No Owner may be exempted from liability for or otherwise withhold payment of an assessment for any reason whatsoever, including, but not limited to, nonuse of the Common Elements, the Association's failure to perform its obligations required under this Declaration, or inconvenience or discomfort arising from the Association's performance of its duties. The lien provided for herein shall have priority over other liens and instruments as provided in the Act and applicable law. The amount of all assessments, or any installment thereof, may be rounded up the nearest dollar and payable as such.

Notwithstanding anything contained herein to the contrary, pursuant to Section 44-3-80(d)(2) of the Act, for a period of twenty-four (24) months after the date this Declaration is initially recorded, or for such longer period as may be permitted by the Act, Declarant may be exempt from paying assessments for Common Expenses assessed against any unoccupied Units and/or Convertible Space owned by the Declarant (the "Exemption Period"); provided, however, if Declarant elects to exercise its right to become exempt from the obligation to pay assessments as provided above: (a) during the Exemption Period, the Declarant shall pay Common Expenses incurred by the Association which exceed the amounts assessed for Common Expenses against other Unit Owners within the Condominium, and (b) during the Exemption Period, no portion of the payment collected from Unit purchasers or Owners for capital contributions, start-up funds, initiation fees, contributions to capital reserves and assessments for reserves for deferred maintenance, depreciation or other reserves of any kind, if any, may be used for the payment of Common Expenses.

7.3 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.

(a) If any installment of the annual assessment or any part thereof is not paid in full when due or if any other charge is not paid when due, a late charge equal to the greater of Ten and No/100 Dollars (\$10.00) or ten percent (10%) of the amount of each assessment or installment thereof not paid, or such higher amounts as may be authorized by the Act from time to time, may be imposed without further notice or warning to the delinquent Owner and interest at the rate of ten percent (10%) per annum or such higher rate as may be permitted by the Act from time to time shall accrue on each assessment or installment thereof and any late charge pertaining thereto from

the date the same was first due and payable, which amounts shall be included in the personal obligation of the Unit Owner and the lien for assessments hereunder.

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

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

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

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

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

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

(d) If assessments, fines and/or 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 institute suit to collect all amounts due pursuant to the provisions of this Declaration, the Bylaws, the Act, and Georgia law and/or suspend the Owner's right to vote in all matters coming before the Association, in which case such Owner's vote shall not count for purposes of establishing a quorum or taking any action which requires a vote of the Owners under the Act or the Condominium Instruments, and right to use and enjoy the Common Elements; provided, however, the Board may not limit pedestrian, medical, fire, police, or other health, safety, service, or emergency vehicles ingress to and egress from the Unit, deny the Owner and Occupants ingress to and egress from the Unit, or deny necessary parking of clearly and properly identified handicapped vehicles used by handicapped Owners or Occupants protected by the Fair Housing Amendments Act of 1988. Enforcement under this subsection is not dependent upon or related to other restrictions and/or actions. In addition to the foregoing, upon ten (10) days written notice, the Association, acting through the Board, may suspend any utilities and services to the Unit paid for as a Common Expense, except as expressly provided in subsection (e) below.

(e) In the event any assessment, fine, and/or other charge is delinquent for thirty (30) days or more, in addition to all other rights provided in the Act and this Declaration, and subject to the provisions of Section 44-3-76 of the Act, as amended, where applicable, upon ten (10) days written notice any utility or service provided to a Unit or Unit Owner by the Association, if any, may be terminated for failure to pay assessments and other amounts due pursuant to this Article 7; provided, however, suspension of water, gas, electricity, heat, and air conditioning services to a Unit shall be subject to the suspension standards and notice requirements imposed on the institutional providers providing such services to the Condominium, only after a final judgment or final judgments in excess of a total of Seven Hundred Fifty and No/100 dollars (\$750.00) are obtained in favor of the Association from a court of competent jurisdiction. An Owner whose utility and/or service has been suspended shall not be entitled to use any such utility and/or service paid for as a Common Expense from any source and any such unauthorized use shall be considered a theft of services under O.C.G.A. Section 18-8-5. The utility and/or service shall not be required to be restored until the judgment or judgments and any reasonable utility and/or service provider charges or other reasonable costs incurred in suspending and restoring such utility and/or service are paid in full. All Association expenses for termination and restoration of any utility and/or service pursuant to this Section, including reasonable attorneys' fees actually incurred, shall be an assessment and a lien against the Unit and shall be collected as provided herein for the collection of assessments. The notice requirement of this Section shall be deemed complied with if the notice is sent by certified mail, return receipt requested, to the Unit address and to any other address the Owner of the Unit has designated in writing to the Association. Enforcement under this subsection is not dependent upon or related to other restrictions and/or other actions, except as provided in this subsection.

7.4 Special Assessments. The Board may, at any time, and in addition to any other rights it may have, levy a special assessment against all Owners, notice of which shall be sent to all Owners. Any special assessment which would cause the average total of special assessments levied in one fiscal year to exceed Two Hundred and No/100 Dollars (\$200.00) per Unit, or such higher amount as may be authorized by the Act from time to time, shall be approved by a majority of the Total Association Vote prior to becoming effective (except as provided in Sections 5.2 and 7.5 regarding the power to assess specifically pursuant to O.C.G.A. Section 44-3-80 and Section 9.3 regarding repair or reconstruction of casualty damage to or destruction of all or part of the Condominium).

7.5 Specific Assessments. The Board shall have the power to levy specific assessments as, in its discretion, it shall deem appropriate. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association or the Board and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section. Transfer fees, fines levied pursuant to this Declaration and the costs of maintenance performed by the Association for which the Owner is responsible shall be specific assessments. The Board of Directors may also specifically assess Owners for Association expenses as follows:

(a) Any Common Expenses benefiting less than all of the Units or significantly disproportionately benefiting all Units may be specially assessed equitably among all of the Units which are benefited according to the benefit received.

(b) 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(s), may be specially assessed against such Unit(s).

(c) Any Common Expenses incurred for services or items provided to Owners upon request therefor or which provide proportionate or uniform benefit to the Units, including, but not limited to, uniform charges for any Common Element entry devices, may be specially assessed equally among all of the Units which are benefited according to the benefit received.

7.6 Capitalization of Association. Upon each and every transfer of title to a Unit to a new Owner other than the Declarant or an affiliate of Declarant, a transfer fee shall be made by or on behalf of the new Owner to the working capital of the Association in an amount equal to one-sixth (1/6) of the annual assessment for such Unit for that year. This amount shall constitute a specific assessment against a Unit, shall be in addition to, not in lieu of, the annual assessment and shall not be considered an advance payment of such assessment. This amount shall be collected from the purchaser of the Unit at closing and disbursed to the Association; or, if not collected at closing, immediately upon demand by the Association. Subject to Section 44-3-80(d) of the Act, the transfer fee funds may be used by the Association for any purpose, including, without limitation, for the payment of operating expenses of the Association and other expenses incurred by the Association pursuant to the provisions of this Declaration.

7.7 Budgets. It shall be the duty of the Board to prepare and deliver to the members a budget covering the estimated costs and expenses of operating the Condominium during the coming year, which shall include funding of a capital repair and replacement reserve for the replacement of improvements to the Common Elements and those Limited Common Elements that the Association is obligated to maintain. The Board shall cause the budget and notice of the assessments to be levied against each Unit for the following year to be delivered to each member at least thirty (30) days prior to the due date for payment of the assessment (or the first installment thereof). The budget and the assessment shall become effective unless disapproved at a duly called and constituted meeting of the Association by members holding a Majority of the Total Association Vote and, during the Development Period, the Declarant; provided, however, if a quorum is not obtained at such meeting, the budget shall become effective even though a vote to disapprove the budget could not be called at the meeting; provided, further, that any increase in the budget and the assessment which constitutes a monthly maintenance fee increase in excess of the percentage equal to the annual rate of inflation as measured by the Consumer Price Index for All Urban Consumers for the immediately preceding twelve (12) month period may be disapproved by Unit Owners holding a Majority of the Total Association Vote.

In the event that the membership disapproves the proposed budget or the Board fails for any reason to determine the budget for the succeeding year, then and until such time as a budget has been determined as provided herein, the budget in effect for the current year shall continue for

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

Annual assessments include any sums the Board determines necessary for the continued ownership, operation and maintenance of the Common Elements, operating expenses of the Association, payment for any items of betterment and the establishment of reserve funds as the Board shall deem proper. Annual assessments may include, without limitation, sums for property taxes, insurance premiums, legal and accounting fees, management fees, charges for utilities, cleaning and janitor services, landscape maintenance, termite bond, water usage fees and other related charges, expenses and liabilities incurred as provided herein and in the Articles of Incorporation and Bylaws for indemnification of officers and directors and in connection with the enforcement of rights and duties of the Association against Owners and others.

7.8 Statement of Account. Any Owner, Mortgagee, or a Person having executed a contract for the purchase of a Unit, or a lender considering a loan to be secured by a Unit, shall be entitled, upon written request, to a statement from the Association or its managing agent 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) business days of receipt of the request for a statement; provided, however, the Association may require the payment of a fee not exceeding ten and no/100 dollars (\$10.00) or such higher amount authorized by the Act, 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.

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

7.10 Utility Charges. The Condominium may be served by one or more master utility meters. The Association shall be responsible for the administration of expenses associated with any master utility meter(s) serving the Condominium. The Association shall pay all usage charges for any utility supplied to the Condominium or any portion thereof through a master utility meter. In the event a Unit is served by a sub-meter which allows the Association to determine the usage or a particular utility attributable to a particular Unit, the Board of Directors may specifically assess such Unit for its share of such usage as a specific assessment as provided herein; provided, however, at the discretion of the Board of Directors, the Association may require each Owner to install separate utility meters for each Owner's Unit at the Owner's cost, or may install such meters and assess the costs thereof against each Unit as a specific assessment, and all charges for utility usage may be assessed to each Unit for its share as a specific assessment accordingly. The Association shall read, or hire a third-party to read, the sub-meter serving a Unit, if any. The

special assessment for utility usage for each Unit shall be determined by the Board of Directors and may be based on the actual amount of such utility used and supplied to each Unit or may be calculated by using estimates based on averages or other techniques, and may include expenses incurred by the Association and/or a reasonable administrative charge associated with the reading of each Unit's sub-meter; so long as the same method is used for each similarly situated Unit. In the event a Unit is not served by a sub-meter, the expenses associated with utility usage in the Condominium may be assessed as part of the annual assessment and allocated equitably among all of the Units or may be calculated by using estimates based on averages or other techniques; so long as the same method is used for each similarly situated Unit.

Article 8 Insurance

8.1 Association 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, together with such other insurance as the Board of Directors may determine to be necessary or advisable. The minimum insurance obtained by or on behalf of the Association shall be in such amounts as required by Section 44-3-107 of the Act, as amended. Such insurance shall run to the benefit of the Association, the Board of Directors, officers, all agents and employees of the Association, the Owners, and their respective Mortgagees, and all other persons entitled to occupy a Unit, as their interests may appear. The Association's insurance coverage may exclude from coverage such items as may be authorized from time to time pursuant to Section 44-3-107 of the Act. 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.

In addition to the foregoing, the Association shall, upon the written request of an Owner or Owners, attempt to obtain within a reasonable time period thereafter such supplemental insurance coverage pertaining to the Condominium or a Unit or Units thereon as the parties or any of them may request, or as is required due to the use and activity in a Unit or a portion of a Unit, in addition to that insurance coverage obtained and maintained by the Association for the benefit of the Units in accordance with Section 44-3-107 of the Act as described above. Notwithstanding anything herein to the contrary, the incremental premium increase, if any, for such supplemental insurance coverage or any increase in the basic required coverage due to the uses and activities in a Unit or a portion of a Unit together with a reasonable administrative charge, if any, shall be specifically assessed to the Unit(s) benefited by the supplemental insurance coverage or is the cause of the increase in the insurance premium as provided in Section 7.5 hereof.

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

At least every two (2) years the Board shall conduct an insurance review to verify that the policies in force are adequate to meet the Association's needs and to satisfy Section 44-3-107 of the Act. Such responsibility may be performed, and shall be deemed reasonably performed, by the Board requesting the Association's insurance agent to so verify.

8.2 Owner's Insurance. Every Owner shall be obligated to obtain and maintain at all times insurance covering the Unit to the extent not insured by policies maintained by or on behalf of the Association. In addition, each Owner shall, at the Owner's expense, maintain in full force and effect general liability and property damage insurance covering the Unit and the Owner's or Occupant's use thereof against claims for personal injury or death and property damage occurring upon or about the Unit, such insurance to afford protection to the limit of not less than Two Million and No/100 Dollars (\$2,000,000.00) combined single limit. Owners shall provide evidence of such insurance to the Association prior to the closing of the purchase of a Unit and annually thereafter if requested by the Board of Directors. In the event that any Owner fails to obtain insurance as required hereunder, the Association may purchase such insurance on behalf of the Owner and assess the cost thereof to the Owner and such Owner's Unit, to be collected in the manner provided for collection of assessments under Article 7 hereof. In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by individual Owners or their Mortgagees.

8.3 Exclusions. The public liability insurance carried by the Association as a Common Expense shall not be required to include insurance for individual Owners for liability arising within the Unit or such other items as may be excluded pursuant to Section 44-3-107 of the Act, as amended.

8.4 Insurance Deductibles. In the event of an insured loss, any required deductible shall be paid by the Person or Persons who would be responsible for such loss in the absence of insurance. If the loss affects more than one (1) 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 Person's portion of the total cost of repair or otherwise as the Board determines to be equitable; provided, however, the amount of the deductible which may be allocated to an Owner for a Unit shall not exceed Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) or such higher amount as authorized by the Act, per casualty loss covered under any insurance required to be maintained by the Association pursuant to the Act.

8.5 Payment of Claims to Delinquent Owners. Notwithstanding anything to the contrary herein, in the event of an insured loss under the Association's master hazard insurance policy for which the Association receives from the insurer payment for a loss sustained by an Owner who is delinquent in any payment owed to the Association, including, without limitation, any assessment under Article 7 hereof, the Association may retain and apply such proceeds to the delinquency. Any surplus remaining after application of the proceeds to any delinquency shall be paid by the Association to the affected Owner.

Article 9 Repair and Reconstruction

9.1 Duty to Repair. In the event of damage to or destruction of all or any part of the Condominium as a result of fire or other casualty, the Board of Directors shall arrange for and

supervise the prompt repair and restoration of the structure, unless Owners of Units entitled to cast at least eighty (80%) percent of the Total Association Vote, including the Owner of any damaged Unit, vote not to proceed with the reconstruction or repair of the structure. In the event of substantial damage or destruction, each 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 Unit Owner with respect to the distribution of proceeds to any such Unit.

9.2 Cost Estimates. Promptly after a fire or other casualty causing damage to the Condominium, the Board of Directors shall obtain reliable and detailed estimates of the cost of repairing and restoring the structures insured by or on behalf of the Association (including any damaged Unit) to substantially the condition which existed before such casualty except as specifically provided herein, allowing for any changes or improvements necessitated by changes in applicable building codes. Such costs may also include professional fees and premiums for such bonds as the Board of Directors determines to be necessary.

9.3 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 each such Owner's Unit(s) or against all Owners in proportion to each Owner's undivided interest in the Common Elements. This assessment shall not be considered a special assessment. If there is a surplus of funds after repair and reconstruction is completed, such funds shall be common funds of the Association to be used as directed by the Board of Directors. Notwithstanding anything herein to the contrary, Declarant shall have no obligation to fund any deficit arising from insufficiency of insurance proceeds.

9.4 Plans and Specifications. Any reconstruction or repair shall be substantially in accordance with the plans and specifications 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 original plans and specifications are approved by the Board of Directors. To the extent insurance proceeds are available, the Association may reconstruct or repair Owner improvements damaged as a result of fire or other casualty.

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

9.6 Construction Fund. The net proceeds of the insurance collected on account of a casualty and the funds collected by the Association from assessments on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair in the manner set forth in this Article and are to be disbursed by the Board

of Directors in appropriate progress payments to such contractor(s), supplier(s), and personnel performing the work or supplying materials or services for the repair and reconstruction of the Condominium.

Article 10
Architectural Control

No Owner, Occupant, or any other Person (including, without limitation, the Association) may: (a) make any encroachment onto the Common Elements or Limited Common Elements, (b) subdivide any Unit or Units, (c) relocate boundaries between adjacent Units, (d) make any exterior or interior change, alteration, or construction in or to a Unit (including, without limitation, utility work, alteration or installation of alarms and/or alarm systems), (e) erect, place or post any object, sign, speaker, light, storm door or window, door knob or knocker, artificial vegetation, exterior sculpture, fountains, flags, or thing on the exterior of the Building, in any windows (except window treatments as provided herein), on any Limited Common Elements or on any other Common Elements, or (f) make or perform any construction, change, modification, addition, or alteration to or within a Unit that: (i) involves connecting to or relocating Building Systems, Life Safety Systems or any Common Element pipes, lines, conduits, and/or other apparatus for access to common utilities whether located inside or outside of the Unit boundaries; (ii) places an excessive load on any structural or load bearing portions of a Unit or the Common Elements; or (iii) requires penetration of any concrete floor or ceiling slab, without first obtaining the prior written approval of the Architectural Control Committee (the "ACC"). Such approval shall not be granted unless the Owner has presented to the ACC a report or drawing prepared by a licensed structural engineer showing that compensating measures will be taken to ensure the structural integrity of the Unit, the building and the Condominium. All building code requirements must be complied with by the Owner or Occupant and necessary permits and approvals secured by the Owner or Occupant for any modifications. Notwithstanding the above, an Owner desiring to make any modifications or alterations to a Unit, regardless of whether such Owner believes that such modifications will affect the Common Elements or structure or load bearing portions of a Unit or building, must make application to the ACC in order for the ACC to make the determination of whether the ACC's approval is required. Notwithstanding the above, Declarant and its affiliates shall not be required to obtain any approvals under this Article. This Article may not be amended during the Development Period without the written consent of Declarant.

Article 11
Use Restrictions

11.1 General. Each Owner and Occupant shall be responsible for ensuring that the Owner's invitees, guests, and Occupants comply with all provisions of the Condominium Instruments and the rules and regulations of the Association. Furthermore, each Owner and Occupant shall always 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 invitees, guests, or Occupants, as a result of such Person's violation of the Condominium Instruments, the Association may take action under this Declaration against the Owner as if the Owner committed the violation in conjunction with the Owner's invitees, guests, or Occupants.

11.2 Rules and Regulations. The Board of Directors may, from time to time, with the consent of Declarant during the Development Period and without a vote of the members, promulgate, modify or delete rules and regulations applicable to the Condominium. Such rules and regulations shall be distributed to all Owners prior to the date that they are to become effective and shall thereafter be binding upon all Owners and Occupants until and unless overruled, canceled or modified by a majority of the Total Association Vote and the consent of Declarant.

11.3 Outbuildings. No structure of a temporary character, trailer, tent, shack, carport, garage, barn or other outbuilding shall be erected or used by any Owner on any portion of the Condominium, at any time, either temporarily or permanently. The foregoing restrictions shall not apply to structures of a temporary character erected by the Declarant on any portion of the Condominium during construction.

11.4 Use of Common Elements. There shall be no obstruction of the Common Elements, nor shall anything be kept on, parked on, stored on, or removed from any part of the Common Elements without the prior written consent of the Board, except as specifically provided herein. Notwithstanding anything herein to the contrary, the Board, with the consent of the Declarant during the Development Period, may close a portion of the Common Element sidewalk within the Condominium for use as a terrace and/or patio area for use as an exterior display area or similar area as part of the operation of a business located in a Retail Unit, subject to such reasonable rules and regulations and conditions as the Board may adopt from time to time. This subsection shall not apply to the Declarant or its affiliates during the Development Period.

11.5 Use of Limited Common Elements. Use of the Limited Common Elements is restricted exclusively to the Owner and Occupants of the Unit to which such Limited Common Elements are assigned. The Limited Common Elements are reserved for exclusive use by the Owners of one or more Units, but are a part of the Common Elements, and the restrictions applicable to the Common Elements shall also apply to the Limited Common Elements.

11.6 Use of Units.

(a) Office Unit. All portions of any Office Unit shall be used for only for office, professional, and business purposes and activities typically incidental thereto and permitted by

applicable law, including any zoning ordinances and regulations applicable to the Master Condominium, and otherwise pursuant to this Declaration, so long as any such activity is ancillary to the primary use of the Office Unit. Any such office facility and related activities and facilities, including the exterior and interior of all improvements and all other items located within the Office Unit, shall be operated and maintained in a first-class manner.

(b) Residential Units. All portions of any Residential Unit shall be used only for residential uses and related amenities that are permitted by law, including any zoning ordinances and regulations applicable to the Condominium, and otherwise pursuant to this Declaration, so long as any such amenity is ancillary to the primary use of the Residential Unit; provided, however, the Subdeclaration may authorize use of a Subunit in the Residential Unit for ancillary business activities by the owner or Occupant residing therein. This subsection shall not apply to activities of the Association, Declarant or affiliates of Declarant.

(c) Retail Units. All portions of any Retail Unit shall be used only for such retail or service office provider purposes that are permitted by law, including any zoning ordinances and regulations applicable to the Condominium, and otherwise pursuant to this Declaration. Notwithstanding anything to the contrary stated herein, such commercial or retail activity shall not constitute a public or private nuisance or hazardous or offensive use or threaten the security or safety of other Owners or Occupants of the Condominium, as may be determined in the reasonable discretion of the Board of Directors. **These uses are specifically intended to include the use of a Unit or Units for crossfit, yoga, exercise, martial arts and similar fitness and wellness studio uses.**

(d) Additional Use Restrictions for the Units. In addition, all portions of the Unit shall be used and maintained in accordance with the following restrictions:

(i) Owners or the Permittees thereof of portions of the Retail Unit may not be open for business to the public between the hours of 11:30 p.m. and 6:00 a.m. on Sunday night through Friday morning, and between the hours of 1:00 a.m. and 8:00 a.m. on Saturday and Sunday. Notwithstanding the above, only restaurants, bakeries, doughnut shops, bagel shops, coffee bars, daycares or the like, and establishments with other similar use may be open for business to the public on any day of the week between 6:00 a.m. and 9:00 a.m.

(ii) Flashing lights, strobe lights, search lights, or video screens (excluding interior video screens that are not visible from the exterior of a Unit) shall not be permitted on any portion of a Unit or any signage or improvement used by a Unit Owner or its Permittees.

(iii) All mechanical apparatus inside any Unit shall be kept free of unreasonable vibration and noise that might be transmitted beyond the Unit.

(iv) The Retail Unit may include restaurants, coffee shops, and/or sandwich shops, as applicable, which by the nature of such businesses will emanate odors into the surrounding area. No odors that a reasonable person living in the Residential Unit or occupying the Office Unit would find objectionable shall be allowed to emanate from any Retail Unit. All cooking of foods shall be performed in the kitchen of restaurants and all kitchens shall contain

adequate venting for such odors through vents exiting through the exterior of the Building. Pursuant to the limitation of any zoning restrictions.

(v) There shall be no residential use of any Retail Unit or any Office Unit.

(e) Additional Uses; Rules and Regulations. The Board of Directors may, but has no obligation to, permit any additional commercial and/or business use consistent with the overall scheme of development for the Condominium and may further establish rules and/or adopt resolutions regarding permitted commercial and/or business uses and/or limiting the number of similar business which may be located within the Condominium from time to time. In the event that any use leads to an increase in fire or other insurance premiums on policies maintained by the Association, the Owner of the Unit causing such increase shall be assessed the cost of such increase, which assessment may be collected in the manner provided for the collection of other assessments as provided in Article 7 hereof.

11.7 Prohibition of Damage, Nuisance and Noise. Without the prior written consent of the Board of Directors, nothing shall be done or kept on or upon the Condominium which would increase the cost of insurance maintained by the Association, which would be in violation of any statute, rule, ordinance, regulation, permit, or other validly imposed requirement of any governmental body, or which would increase the Common Expenses. Noxious, destructive or offensive activity shall not be carried on upon the Condominium. No Owner 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 other Owners, or constitute, in the sole opinion of the Board of Directors, a nuisance. No damage to or waste of the Common Elements or of common services paid for as a Common Expense shall be permitted by any Owner. Each Owner shall indemnify and hold the 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, guests, invitees, or Occupants of the Unit.

It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on a Unit and the Limited Common Elements assigned thereto. No property within the Condominium shall be used, in whole or in part, for the storage of any property or thing that will cause such Unit or the Limited Common Elements assigned thereto to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. It shall be the responsibility of each Owner and Occupant to prevent its customers, employees, licensees, and invitees, from loitering in or on any of the Common Elements or Limited Common Elements. No plants, animals, device, or thing of any sort shall be maintained in the Condominium whose activities or existence is in any way noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Condominium by other Owners and Occupants. Without limiting the generality of the foregoing, no exterior speakers, horns, whistles, bells, or other sound devices, except security devices used exclusively for security purposes, screaming,

shouting, excessively loud talking, fighting, raucous behavior, insobriety, playing loud music, or television, use of any alarm, equipment, or device, mechanical or otherwise, which creates or produces excessively loud sounds or any vibrations, or any conduct which creates any noxious or offensive odors shall be permitted, located, used, or placed on any Unit or any the Limited Common Elements assigned thereto, or any portion thereof. The inconvenience complained of shall not be fanciful, or such as would affect only one of fastidious taste, but it shall be such as would affect an ordinary, reasonable person as determined in a particular instance by the Board.

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 all or any portion of the Condominium or any structure thereon, would reduce the value thereof, or would impair any easement or other interest in real property thereto, without in every such case the unanimous, prior written consent of all members of the Association and their Mortgagees.

11.8 Parking. Vehicles shall be parked only in appropriate parking areas serving the Unit or other designated parking areas established pursuant to this Declaration, if any. The term "appropriate parking areas serving the Unit" shall refer to the parking space(s) designated as a Limited Common Element appurtenant to a Unit pursuant to the Act and Section 4.6 hereof, if any. Parking spaces may be, but need not be, assigned as Limited Common Elements. Any parking space(s) assigned as Limited Common Elements to a Unit shall be reserved for the exclusive use of the Occupants of said Unit or their visitors, guests and/or invitees, as the case may be. Subject to reasonable rules and regulations of the Association, any parking spaces within the Condominium not assigned to one (1) or more Units as Limited Common Elements may be used on a first come, first served basis; provided however, Owners and Occupants shall park vehicles owned or used on a regular basis by said Owners or Occupants in the parking space assigned as a Limited Common Element appurtenant to their Unit prior to utilizing any of the parking spaces serving the Condominium which are not assigned and which are available on a first come, first served basis. No Owner or Occupant may keep or bring onto the Condominium more than a reasonable number of vehicles per Unit at any time, as determined by the Board from time to time. Parking shall be on a first come first served basis; provided, however, all parking shall be subject to such reasonable rules and regulations as the Board may adopt from time to time, including, without limitation, rules limiting the number of vehicles which may be parked at the Condominium and/or rules designating certain parking spaces for the exclusive use of the customers, guests, and/or invitees of any Owner or Occupant. The term "vehicles," as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, minibikes, scooters, go-carts, golf carts, trucks, campers, buses, vans, and automobiles. No vehicle may be left upon any portion of the Condominium if it is not licensed or if it is in a condition such that it is incapable of being operated upon the public highways.

If any vehicle is parked on any portion of the Condominium in violation of this Section or in violation of the Association's rules and regulations, the Board or agent of the Association may place a notice on the vehicle specifying the nature of the violation and stating that after twenty-four (24) hours the vehicle may be towed. The notice shall include the name and telephone number of the person or entity that will do the towing and the name and telephone number of a person to contact regarding the alleged violation. If twenty-four (24) hours after such notice is placed on

the vehicle the violation continues or thereafter occurs again within six (6) months of such notice, the Board or agent of the Association may have the vehicle towed in accordance with the notice, without further notice to the Owner or user of the vehicle.

If a vehicle is parked outside an assigned parking area, in a fire lane, is blocking another vehicle or access to another Unit, is obstructing the flow of traffic, is parked on any landscaped area, is parked in a space which has been assigned as a Limited Common Element exclusively serving another Unit, or creates a hazardous condition, no notice shall be required and the vehicle may be towed immediately. If a vehicle is towed in accordance with this provision, neither the Association nor any director, officer, or agent of either 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 of Directors may elect to impose fines or use other available sanctions, rather than exercise its authority to tow.

11.9 Signs. 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 Declarant, with the exception of the following: (a) one sign identifying the business of the Owner or Occupant may be installed next to the main entry door of the Unit subject to approval of the size, material, color, and location of said sign in accordance with the provisions of Article 10 hereof; (b) such signs as may be required by legal proceedings; (c) signs, including pylon or monument signs, erected by Declarant and its respective affiliates; and (d) signs erected as otherwise permitted as expressly provided herein. Any approved sign shall be installed and maintained by the Owner in compliance with the rules and regulations of the Association. Notwithstanding these restrictions, the Declarant shall have the right to enact reasonable rules and regulations governing the general placement of signs on the Condominium. The foregoing restrictions on signs shall not apply to signs erected by the Declarant. After the Declarant no longer owns any Unit in the Condominium and upon the expiration of the Development Period, the Board of Directors shall have the power and authority to enact rules and regulations under this provision; provided, however, said rules and regulations shall be consistent with the Declaration and any rules and regulations promulgated as provided therein.

Notwithstanding anything herein to the contrary, with the consent of Declarant during the Development Period, the Board of Directors shall have the right, but not the obligation, to designate one or more areas within the Common Elements from time to time, including, without limitation, by installation of a directory board, pylon sign, or other such display area, primarily for the use in identifying the business of the Owner or Occupant. The use of such area(s) shall be subject to such reasonable rules and regulations as may be adopted or promulgated by the Board from time to time. The Board or Declarant, as the case may be, may terminate designation and use of such area(s) entirely at any time, and no property rights therein of any kind are created hereby.

11.10 Window Treatments. Unless otherwise approved in writing by the Board, all Unit windows shall have window treatments and any portion thereof visible from outside the Unit shall be white or off-white in color. No foil or other reflective materials shall be used on any windows for sunscreens, blinds, shades, or for any other purpose.

11.11 Rubbish, Trash, and Garbage. All rubbish, trash, and garbage shall be regularly removed from each Unit and shall not be allowed to accumulate therein. No garbage or trash shall be placed on the Common Elements or Limited Common Elements, temporarily or otherwise, except as may be allowed by the Board of Directors.

11.12 Heating of Units in Colder Months. In order to prevent breakage of water pipes during colder months of the year resulting in damage to Units and Common Elements, increased Common Expenses, and increased insurance premiums or cancellation of insurance policies due to numerous damage claims, the thermostats within all Units shall be maintained with heating operating and at a minimum of fifty (50°) degrees Fahrenheit during the months of October, November, December, January, February, March, and April. Owners shall take all steps possible on a timely basis to keep heating equipment, including, but not limited to, the thermostat, in good working order and repair. At any time during the months specified above when the heating equipment is not working, the Owner shall immediately inform the Board of Directors of this failure of the equipment and of the time needed in order to repair the equipment and shall take reasonable steps to keep the Unit heated sufficiently to prevent the breakage of water pipes.

11.13 Antennae. No exterior antenna, receiving dish, or similar apparatus of any kind for receiving or transmitting of radio or video signals shall be placed, allowed, or maintained on the exterior of the Buildings or on any other Common Elements, without first obtaining the written approval of the Board of Directors; provided, however, no such approval shall be necessary to install within a Unit (a) antennas designed to receive direct broadcast satellite services, including direct-to-home satellite services or to receive or transmit fixed wireless signals via satellite, that are one meter or less in diameter; (b) antennas designed to receive video programming services via broadband radio service or to receive or transmit fixed wireless signals other than via satellite that are one meter or less in diameter or diagonal measurement; or (c) antennas that are designed and intended to receive television broadcast signals. Installation of any permitted antenna shall be in accordance with any applicable rules and regulations of the Association, subject to the applicable provisions of any rules and regulations of the Federal Communications Commission. Notwithstanding anything herein to the contrary, the Board reserves the right to (but shall not be obligated to) erect any type and size of master antenna, satellite dish, or other similar master system for the benefit of the Condominium. Each Owner and Occupant acknowledges that this provision benefits all Owners and Occupants and each Owner and Occupant agrees to comply with this provision even if the erection of a master antenna or similar device or system would not be the most cost-effective way to receive the signals sought to be received.

11.14 Impairment of Units. An Owner or Occupant shall do no act or any work that will impair the integrity of another Unit, nor do any act nor allow any condition to exist which will adversely affect the other Units or their Owners or Occupants.

11.15 Alteration of Units. Subject to the other provisions of this Declaration, alterations to the interiors of Units, relocation of the boundaries between adjoining Units, and subdivision of Units are subject to the following restrictions:

(a) Alterations to the Interiors of the Units. In accordance with Section 44-3-90 of the Act, if any Owner acquires an adjoining Unit, such Owner shall have the right (subject to the prior written approval of the ACC as provided in Article 10 hereof, the Mortgagees of the Units involved, and the Declarant during the Development Period) to remove all or any part of any intervening partition or to create doorways or other apertures therein, notwithstanding the fact that such partition may, in whole or part, be part of the Common Elements, so long as (aa) no portion of any structural or load bearing wall, column, or other portion of the building or Unit(s) is materially weakened or removed, (bb) the ACC has approved plans for the foregoing, and (cc) no portion of any Common Elements is damaged, destroyed, or endangered, other than that partition and any chutes, flues, ducts, conduits, wires, or other apparatus contained therein, which shall be relocated by such Owner if such facilities serve any other part of the Condominium. The alterations permitted by this subsection shall not be deemed an alteration or relocation of boundaries between adjoining Units.

(b) Subdivision and Partition of Units; Relocation of Boundaries. A Unit may be subdivided into a smaller Unit or Units and boundaries between adjoining Units may be relocated only in accordance with the provisions Article 4 of this Declaration.

11.16 Abandoned Personal Property. Personal property, other than vehicles as provided for in Section 11.8 hereof, is prohibited from being stored, kept, or allowed to remain for more than twenty-four (24) hours upon any portion of the Common Elements, without prior written Board permission. If the Board determines that a violation exists, then the Board may cause the personal property to be removed and stored in a location which the Board may determine, and not less than three (3) days after written notice is placed on the front door of the property owner's Unit, if known, the Board may discard and/or dispose of such personal property and the Board shall have no obligation to return or replace such property or reimburse the owner of the property. The notice shall include the name and telephone number of the Person which will remove the property and the name and telephone number of an individual to contact regarding the alleged violation.

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

11.17 Compliance with Laws.

(a) General. Each Owner shall each be responsible for complying with all laws, statutes, codes, rules, orders, decrees, ordinances, regulations, and requirements now or hereafter enacted or promulgated by the United States of America, State of Georgia, County of Fulton, and any other governmental entity or agency now or hereafter having jurisdiction over the Condominium or any portion thereof, if noncompliance by it with respect to its respective Unit or any part thereof would: (i) subject such Owner, the Association or any other Owner to civil or criminal liability or (ii) jeopardize such Owner's or any other Owner's right to occupy or utilize beneficially its respective Unit or any part thereof or would result in the imposition of a lien against the Unit of the other Owner.

(b) Environmental.

(i) No Owner, lessee, tenant, or other Occupant of a Unit or any portion thereof, shall handle, store, deposit, use, process, manufacture, dispose of, or release or allow any of its agents, employees, contractors or invitees to handle, store, deposit, use, process, manufacture, dispose of, or release any "Hazardous Substance" (as that term is defined below) of any kind from, on, in, under or in the air above any part of such Unit or any other portion of the Condominium, including, but not limited to, any surface waters or groundwater located thereon or into public sanitary sewer systems serving the Unit without complying with all "Environmental Laws" (as that term is defined below), including, but not limited to performing pre-treatment, obtaining permits and giving notices as required by Environmental Laws. "Hazardous Substances" shall mean those substances now or hereafter included within (whether as a result of such substance's inclusion on a list, physical characteristics or otherwise) any of the definitions of "hazardous substances", "hazardous waste", "hazardous materials", "pollutant", "contaminant", or "toxic substance" under or otherwise regulated by, any Environmental Laws; including, but not limited to (A) mixtures containing listed Hazardous Substances and waste generated from the treatment, storage or disposal of Hazardous Substances, (B) asbestos, (C) polychlorinated biphenyls, (D) radioactive materials and (E) petroleum (including crude oil or any fraction thereof), natural gas, natural gas liquids, liquefied natural gas, and synthetic gas. "Environmental Laws" shall mean and include all present and future federal, state or local laws, rules, orders, ordinances, and regulations pertaining to environmental regulation or the use, processing, storage disposal, generation, or transportation of Hazardous Substances or any contamination, cleanup or disclosure related thereto, including, but not limited to, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §9601 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq. and such regulations as may be promulgated with respect thereto, including, but not limited to the regulations contained in 40 CFR Part 280. Notwithstanding the above, this prohibition shall not apply to the presence, use, or storage on the Condominium of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal maintenance of the property (including, but not limited to, hazardous substances in consumer products).

(ii) Each Owner and Occupant of a Unit or portion thereof shall be responsible for and shall pay all costs and expenses related to the disposal or release by such

Owner, lessee, tenant, Occupant or other user of such Unit of any Hazardous Substances, sewage or wastes of any kind in, on, under or in the air above such Unit or in any other portion of the Condominium, which costs and expenses shall include, but not be limited to, closure, removal, remediation, cleanup, containment and other response costs, injuries to persons, damages to property, legal expenses and interest paid to any governmental entity.

(iii) No Owner, lessee, tenant, or other Occupant of a Unit or any portion thereof, shall handle, store, deposit, use, process, manufacture, dispose of or release or allow any of its agents, employees, contractors or invitees to handle, store, deposit, use, process, manufacture, dispose of, or release any explosives, or any flammable, odorous, noxious, corrosive, or pollutant materials or any other goods that would cause danger or nuisance to a Unit or any portion of the Condominium. Furthermore, storage areas located within a Unit or any Building shall not be used for any purposes unlawful or contrary to any ordinance, regulation, fire code, or health code.

(iv) The provisions of this subparagraph do not affect the rights, liabilities or obligations of any Person under Environmental Laws or other applicable laws, except as may otherwise be expressly provided herein.

(c) Owner's Indemnity. Each Owner (hereinafter referred to as the "Indemnifying Owner") covenants and agrees, at its sole cost and expense, to indemnify and hold harmless each other Owner, the Association, Declarant, and the Owners of any Unit (hereinafter referred to collectively as the "Indemnitee") from and against any and all actions or proceedings arising therefrom, by or on behalf of any Person, firm, corporation or governmental authority, other than the Indemnitee, arising from the Indemnifying Owner's use, possession, or management of the Indemnifying Owner's Unit or activities therein or arising out of the Indemnifying Owner's use, exercise, or enjoyment of the easements and licenses granted hereunder and from and against all costs, reasonable attorney's fees actually incurred, expenses, and liabilities incurred with respect to any such claim, action or proceeding arising therefrom. In case any action or proceeding is brought against the Indemnitee by reason of any such claim, Indemnifying Owner, upon notice from Indemnitee, covenants to resist or defend such action or proceeding with attorneys reasonably satisfactory to Indemnitee. Any counsel for the insurance company providing insurance against such claim, action or proceeding shall be presumed reasonably satisfactory to Indemnitee.

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

11.19 Animals. No Owner or Occupant may keep animals, other than a reasonable number of generally recognized household pets, on any portion of the Condominium, all as determined in the discretion of the Board. No Owner or Occupant may keep, breed or maintain any animal for any commercial purpose. No structure for the care, housing, or confinement of any animal shall be constructed or maintained on any part of the Common Elements, including Limited Common Elements, without prior written ACC approval (and in accordance with Article 10 hereof). Dogs

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

No potbellied pigs, venomous snakes, pit bulldogs, rottweillers, doberman pinchers, or other animals determined in the Board's sole discretion to be dangerous may be brought onto or kept on the Condominium or any portion of the Condominium at any time. The Board may require that any animal which, in the Board's opinion, endangers the health of any Owner or Occupant, or creates a nuisance or unreasonable disturbance, be permanently removed from the Condominium upon seven (7) days written notice. If the Owner or Occupant fails to do so, the Board may remove the animal. Any animal which, in the Board's sole discretion, presents an immediate danger to the health, safety, or property of any Person may be removed by the Board without prior notice to the animal's owner.

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

11.20 Elevators. Elevators, if any within the Common Elements, may not be used for moving furniture, construction materials, or other over-sized items in or out of the Condominium except during hours designated by the Board from time to time; provided that, in any event, an Owner or Occupant shall reserve a date and time with the Board of Directors prior to use of any elevator for moving furniture, construction materials, and other over-sized items in or out of the Condominium; and provided further that during such use of an elevator, the walls of any elevator being used for such purpose shall be covered with padded blankets or similar covering. The Board of Directors, in its sole discretion, may require a refundable deposit and/or a non-refundable fee prior to use of an elevator for moving furniture, construction materials, or other over-sized items in or out of the Condominium.

11.21 Leasing.

(a) General. Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. All leases shall be in writing. There shall be no subleasing or assignment of leases unless approved in writing by the Board. All leases must be for an initial term of at least one (1) year, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. The Owner must provide the lessee copies of the Declaration, Bylaws, and the rules and regulations and the lease form shall provide that the Owner has made available to the lessee copies of the Declaration, Bylaws, and the rules and

regulations. Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed lessee.

(b) Notice. Within ten (10) 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 Persons occupying the Unit, the phone number of the lessee, the Owner's address and phone number other than at the Unit and other such information as the Board may reasonably require.

(c) Liability for Assessments, Use of Common Elements, and Compliance with Declaration, Bylaws, and Rules and Regulations. Each Owner covenants and agrees that any lease of a Unit shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant, and the lessee, by occupancy of the Unit, agrees to the applicability of this covenant and incorporation of the following language into the lease:

(i) Compliance with Declaration, Bylaws, and Rules and Regulations. Lessee shall abide and 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 such compliance. Owner agrees to cause all Occupants of his or her Unit to comply with the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto and is responsible for all violations caused 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 may be assessed against the lessee in accordance with the provisions contained in this Declaration and the Bylaws. If the fine is not paid by the lessee within the time period set by the Board of Directors, 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 the 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 violations of the Declaration, Bylaws and rules and regulations of the Association adopted thereunder, including the power and authority to terminate the lease without liability upon such violation(s) and to evict the lessee and/or the Occupant(s) as attorney-in-fact on behalf and for the benefit of the Owner, in accordance with the terms hereof, it being hereby agreed that in such instance the Association shall have standing to terminate the lease and initiate dispossessory proceedings against the lessee and/or the Occupant(s). In the event the Association proceeds to evict the lessee and/or the Occupant(s) of a Unit, any costs, including reasonable attorney's fees actually incurred and court costs, associated with the eviction shall be an assessment and lien against the Unit.

(ii) Use of Common Elements. The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Elements of the Association, if any.

(iii) Liability for Assessments. When a Unit 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 of Directors, 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 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 the Declaration 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.

(d) Rules and Regulations. The Board shall have the power to make and enforce reasonable rules and regulations and to fine, in accordance with the Declaration and Bylaws, in order to enforce the provisions of this Section. Any transaction which does not comply with this Section shall be voidable at the option of the Board of Directors.

(e) Exemption. This Section shall not apply to any leasing transaction entered into by the Declarant, the Association or an institutional 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; provided, however, Declarant and the institutional holder of any first Mortgage on a Unit that leases a Unit shall provide the Board with the name of the lessee and all other Persons occupying the Unit, the phone number of the lessee, and the Owner's address and phone number other than at the Unit as provided in this Section.

Article 12 Maintenance Responsibility

12.1 By the Owner. Except to the extent maintained by the Association as provided herein, each Owner shall maintain and keep in good repair all portions of their Unit, except as provided in Section 12.2 below.

In addition to the foregoing, each Owner shall have the responsibility:

(a) to keep in a neat, clean and sanitary condition any Limited Common Elements serving such Owner's Unit;

(b) to perform such Owner's responsibility in such manner so as not to unreasonably disturb other persons in other Units;

(c) to promptly report to the Association or their respective agents any defect or need for repairs for which the Association, as the case may be, is responsible;

(d) 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 or such Owner's Occupants, tenants, invitees or licensee, with the cost thereof to be added to and become part of the next chargeable assessment to such Owner's Unit;

(e) to maintain and keep in good repair all portions of any signage identifying such Owner's Unit or any business therein, whether located within or without a Unit's boundaries; and

(f) to maintain and keep in good repair all improvements made by or on behalf of such Owner to any Limited Common Elements assigned to the Unit.

12.2 By the Association. To the extent not otherwise maintained by an Owner as provided in Section 12.1 hereof, the Association shall maintain and keep in good repair as a Common Expense the Common Elements, including any Limited Common Elements, but excluding all improvements made to such Limited Common Elements. This obligation shall include, but not be limited to, maintenance, repair, and replacement of the roofs and roofing systems of the Buildings, exterior façade of the Buildings, all glass surfaces, windows, window frames, and casings and all other portions of the window systems, and all doors, doorways, door frames, hardware, and all other portions of the door systems that are part of the entry system of the Unit, and all portions of any Building Systems and Life Safety Systems which serve only the Unit, whether located within or without a Unit's boundaries (including all gas, electricity, water, sewer, or air conditioning pipes, lines, ducts, conduits, or other apparatus serving only the Unit). Such maintenance shall include periodic painting and/or staining of the exterior surfaces of entry doors and door frames of a Unit on a schedule to be determined by the Board from time to time. 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 (including, but not limited to, landscaping of Common Elements) shall be performed at the sole expense of such Owner or Occupant, and the Owner or Occupant shall not be entitled to reimbursement from the Association even if the Association accepts the maintenance or repair.

The Association may be relieved of all or any portion of its maintenance responsibilities herein to the extent that (i) such maintenance responsibility is otherwise assumed by or assigned to an Owner of a Unit or (ii) such property is dedicated to any local, state, or federal governmental or quasi-governmental entity; provided, however, that in connection with such assumption, assignment or dedication, the Association may reserve or assume the right or obligation to continue to perform all or any portion of its maintenance responsibilities if the Board determines that such

maintenance is necessary or desirable to maintain the Condominium in a manner consistent with similarly situated developments in the metropolitan Atlanta area.

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, Limited 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 Occupants or the licensees or invitees of either, for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Common Elements or Limited Common Elements or the common mail facility, if any. In addition, the Association shall not be liable to any Owner or such Owner's Occupants or the licensees or invitees of either, for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under the Condominium Instruments. 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 the Condominium Instruments, 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.

The Association shall repair incidental damage to any Unit resulting from performance of work which is the responsibility of the Association. As finish levels can have varying degrees, such repairs will be complete only to the extent of being "paint-ready." Components that may require repair or replacement, such as tile and trim, will be reinstated only to the extent of readily available matching or similar materials (trim and such will also be finished to "paint-ready"). Due to the uncontrollability of quality of repair, items such as faux paint treatment, wallpaper, ceiling/wall appliqué, and any other finishes that the Board deems unreasonable, will not be the responsibility of the Association. Accessibility around personal property within a Unit and/or the Limited Common Elements thereof for workers to perform the Association's maintenance, repair or replacement obligations hereunder is the responsibility of the Owner of such Unit. The removal, storage, or other protective measures of any such personal property are also the responsibility of the Owner. If the removal, storage or other protective measures are not taken by the Owner, the Association may, but shall have no obligation to, perform or cause to be performed the same and all costs thereof shall be assessed against the Owner as a specific assessment; provided, however, in the event damage or destruction of any such personal property occurs during the performance of any maintenance, repair, or replacement hereunder, the Association, and the officers, directors, agents, or employees thereof, shall not be liable for such damage or destruction. Upon completion of such repairs, the Association will perform cursory cleaning. As a level of cleaning is subjective, the Association will not be responsible for a detailed cleaning. The Board has sole discretion on defining what is reasonable for the level, quality, and extent of the repair and subsequent cleaning. 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. If the Board determines that the need for maintenance or repair of any portion of the Common Elements or Limited Common Elements is caused through the willful or negligent act of any Owner or

Occupant or their invitees or licensees, then the Association may assess the cost of any such maintenance, repair, or replacement against the Owner's or Occupant's Unit, which shall become a lien against the Unit.

12.3 Failure to Maintain. If the Board of Directors determines that any Owner has failed or refused to discharge properly such Owner's obligation with regard to maintenance, repair, or replacement as required herein or under the Act, 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 of Directors. Unless the Board of Directors determines that an emergency exists, the Owner shall have ten (10) days within which to complete the maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence maintenance or repair within ten (10) days. If the Board determines that an emergency exists or that an Owner has not complied with the demand given by the Association as herein provided, the Association may provide such maintenance, repair, or replacement at the Owner's sole cost and expense, and such costs shall be assessed against the Unit.

12.4 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 of Directors to another. These variances shall not constitute a waiver by the Board of the right to adopt and enforce maintenance standards. No decision or interpretation by the Board shall constitute a binding precedent with respect to subsequent decisions or interpretations of the Board.

12.5 Measures Related to Insurance Coverage.

(a) 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 or on behalf of the Association for any insurance coverage, or otherwise assist the Board in procuring or maintaining such insurance coverage. Subject to the provisions of the Act, this authority shall include, but need not be limited to, requiring Owners to install smoke detectors, requiring Owners to make improvements to the Owner's Unit, and such other measures as the Board may reasonably require.

(b) 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 Section 12.5(a) 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 as provided herein. The Association shall have all rights necessary to implement the requirements mandated by the Board pursuant to Section 12.5(a), 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.

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

Article 13
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 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), as amended, or be deposited into the Association's operating account or reserve account to be applied to Common Expenses.

Article 14
Easements

14.1 Common Elements. All Owners and Occupants of Units and their guests shall have a nonexclusive right and easement of use and enjoyment in and to the Common Elements for the purposes for which they are intended (including the right of access, ingress and egress to and from the Owner's 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: (i) the lawful rights of other Owners, including, without limitation, the rights of the Owners to the exclusive use of the Limited Common Elements assigned to their respective Units; (ii) 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/or in the Bylaws; (iii) the right of the Association to have access to the Units and Limited Common Elements to discharge its rights and obligations under the Condominium Instruments, including, without limitation, the maintenance responsibility of the Association; (iv) the right and power of the Association to grant easements, leases, and licenses through or over the Common Elements as provided herein and to the fullest extent allowed by Section 44-3-106 of the Act as may be amended from time to time; (v) all encumbrances and other matters shown by the public records affecting title to the Common Elements; and (vi) all other rights of the Association, or other Persons set forth in this Declaration. All portions of the Condominium also shall be subject to easements of encroachment as provided in the Act.

14.2 Easements for Building Systems and Life Safety Systems. To the extent that all or any portion of any Building Systems or Life Safety Systems serving any Unit, the Common Elements or portion of either shall lie wholly or partially within the boundaries of any other Unit(s) or the Common Elements, such other Unit(s) or the Common Elements shall be burdened with a non-exclusive easement for access to and use, maintenance, repair and replacement of such Building Systems or Life Safety Systems, such non-exclusive easement to be in favor of the Unit(s) or Common Elements served by the same and the Association, subject to the right of the Owner(s) of the Unit(s) (or, in the case of the Common Elements, the Association) upon which such Building Systems or Life Safety Systems may be located to relocate such Building Systems or Life Safety Systems at its own cost and expense in a manner reasonably satisfactory to the Owner of the benefited property at any time and which would not otherwise adversely affect the performance of such Building Systems or Life Safety Systems, as the case may be. The Owner of any Unit benefited by such easement shall not unreasonably refuse to approve the modification or relocation of the easement granted herein by the Owner of the other Unit upon which they are located to the extent required to comply with any requirements that may from time-to-time be imposed by any governmental entity having jurisdiction over such matters. Maintenance, replacement and repair of any such Building Systems or Life Safety Systems shall be as otherwise set forth in this Declaration. In such circumstance, the Person(s) for whose benefit such work is being done shall be responsible for the cost and expense for repair of all incidental damage to any Unit(s) and the Common Elements resulting from performance of any such work. All Owners hereby covenant and agree that as finish levels can have varying degrees, such repairs will be complete only to the extent of being "paint-ready." Components that may require repair or replacement, such a tile and trim, will be repaired only to the extent of readily available materials or similar materials (trim and

such will also be finished to "paint ready"). Due to the uncontrollability of quality of repair, items such as faux paint treatment, wallpaper, ceiling/wall appliqué, and any other similar types of finishes will not be the responsibility of the benefited Person(s). In addition to the foregoing, the Board of Directors, without a vote of the Owners, shall have the right, power, and authority to the fullest extent allowed by Section 44-3-106 of the Act to grant permits, licenses, utility easements, and other easements, permits, or licenses necessary or desirable for the proper maintenance or operation of the Condominium under, through, or over the Common Elements, as may be reasonably necessary to or desirable for the ongoing development and operation of the Condominium.

14.3 Encroachments. If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or if any such encroachment shall occur hereafter as a result of: (i) shifting or settling of a Unit or Units and/or the Common Elements; (ii) repair, alteration, or reconstruction of the Common Elements made by or on behalf of the Association or otherwise in accordance with Article 10 hereof; (iii) repair or reconstruction of a Unit or Units following damage by fire or other casualty; or (iv) condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same as long as the physical boundaries of the Units after the construction, reconstruction, repairs, etc. will be in substantial accord with the description of those boundaries that appear in this Declaration. This easement shall exist for so long as the property remains subject to the Act.

14.4 Right of Access. The Association shall have the irrevocable right, to be exercised by the Board of Directors, to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Elements, or for making repairs therein necessary to prevent damage to the Common Elements or to another Unit.

14.5 Prohibited Work. No Owner shall do any work which would jeopardize the soundness or safety of the Common Elements, reduce the value thereof or impair any easement or hereditament without in every such case prior consent of all Owners.

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

14.7 Pest Control; Testing of Life Safety Systems and Building Systems. The Association may, but shall not be obligated to, dispense chemicals for the extermination of insects and pests within the Units and Common Elements. In addition, portions of the Life Safety Systems and Building Systems, if any, may need periodic testing, although it is not the obligation or

responsibility of the Association to do so. In the event the Association chooses to provide such pest control or in the event Life Safety Systems and Building Systems testing is to be conducted, the Association and contractors, representatives, agents and other Persons authorized by the Board shall have an easement to enter Units for the purpose of testing Life Safety Systems and Building Systems and/or dispensing chemicals for the extermination of insects and pests within the Units and Common Elements, as applicable. Owners shall either provide a key or similar access to the Unit for purpose of such entry or have someone available at such times as are designated by the Board to allow entry into the Unit for these purposes. The Declarant, its affiliates, and the Association, and the directors, officers, employees, and agents of any of the foregoing, shall not be liable for any illness, damage, or injury caused by the testing of Life Safety Systems and Building Systems or the dispensing of chemicals as described herein, whether performed or not.

14.8 Easement Benefiting Convertible Space Owner. There is reserved to Declarant and its successors and assigns, including, without limitation, any purchaser of all or any of the portion of the Condominium designated as Convertible Space, a non-exclusive easement upon, across, above, and under all property within the Condominium (including the Common Elements and Limited Common Elements) for the purpose of constructing and converting the Convertible Space into one (1) or more Units and/or Common Elements. In accordance therewith, it shall be expressly permissible for Declarant and its successors and assigns and any builder approved by Declarant to maintain and carry on, upon such portion of the Condominium as Declarant or its successors and assigns may deem necessary, such facilities and activities as in the sole opinion of Declarant or its successors and assigns may be required, convenient, or incidental to development, construction, and sales activities related to converting the Convertible Space into one (1) or more Units and/or Common Elements, including, without limitation, the following:

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

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

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

Rights exercised pursuant to this reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of any affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at such Person's sole expense. For so long as any portion of the Convertible Space has not been converted into one (1) or more Units and/or Common Elements, this Section shall not be amended without the written consent of Declarant, its successors or assigns, as the case may be.

Article 15
Declarant Rights

15.1 Declarant's Easement. During the Development Period, Declarant and its affiliates, contractors, representatives, agents, assigns and employees shall have (i) an easement on, over, through, under, and across the Condominium for the construction, installation, maintenance and use of signs, sales offices, business offices, construction trailers, promotional facilities, and model units on the Condominium, together with such other facilities as in the opinion of Declarant may be reasonably required, convenient, or incidental to the completion, renovation, improvement, development, or sale of the Condominium, the Units and/or any Convertible Space therein, and (ii) a transferable easement on, over, through, under and across the Common Elements and/or any Convertible Space for the purpose of making improvements on the Condominium or any portion thereof, for the purpose of installing, replacing, repairing, and maintaining all utilities serving the Condominium, and for the purpose of doing all things reasonably necessary and proper in connection therewith ("Declarant's Easement").

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

(a) the expiration of three (3) years after the date this Declaration is recorded in the Office of the Clerk of the Superior Court of Fulton County, Georgia;

(b) the date on which four-fifths (4/5) of the Units planned by the Declarant to be constructed and annexed to the Condominium shall have been conveyed by the Declarant to Owners other than a successor Declarant; or

(c) the date on which the Declarant voluntarily relinquishes such right by executing and recording, in the Office of the Clerk of the Superior Court of Fulton County, Georgia, a written declaration of intent which shall become effective as specified in such declaration.

15.3 Construction and Sales Activity. Notwithstanding any provisions in the Condominium Instruments and any related documents, during the Development Period, it shall be expressly permissible for Declarant and any builder or developer approved by Declarant to maintain and carry on, and a nonexclusive easement within the Condominium shall exist in favor of the foregoing, upon such portion of the Condominium as Declarant may deem necessary, such facilities and activities as in the sole opinion of Declarant may be required, convenient or incidental

to Declarant's and such builder's or developer's development, construction and sales activities related to property described on Exhibit "A" to this Declaration, including, but without limitation, the right of entry into Units when necessary, and except in an emergency situation, only during reasonable hours after reasonable notice to the Owner or Occupant of the Unit; the right of access, ingress or egress for vehicular and pedestrian traffic over, under, on or in the Condominium; the right to tie into any portion of the Condominium with streets, driveways, parking areas, and walkways; the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), install, lay, replace, relocate, maintain, and repair any device which provides utility or similar services including, without limitation, electrical, telephone, natural gas, water, sewer, and drainage lines and facilities and any other portion of the Life Safety Systems and Building Systems constructed or installed in, on, under, and/or over the Condominium; the right to carry on sales and promotional activities in the Condominium; and the right to construct and operate business offices, signs, construction trailers, model Units, and sales offices. Declarant and any such builder or developer may use Units or offices owned or leased by Declarant or such builder or developer as model Units and sales offices. Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of the affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense.

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

15.5 Successor Declarant. No successor to Declarant by operation of law or through purchase of Declarant's interest in the Condominium, or any part thereof, at foreclosure shall be liable for any act, omission or matter occurring prior to the time such successor succeeded to the interest of Declarant.

15.6 Convertible Space. The Declarant, with the consent of the Owner thereof and the mortgagee thereto, may convert all or any portion of the Convertible Space into one (1) or more Units and/or Common Elements pursuant to Section 44-3-88 of the Act. Convertible Space shall be treated as a single Unit until converted. Each portion of Convertible Space is allocated its appurtenant percentage undivided interest in the Common Elements as shown on Exhibit "B" attached to this Declaration and incorporated herein by this reference. The option reserved herein shall be exercisable by the Declarant, and the consent of the Board or Owners of Units shall not be required. The Declarant shall exercise the option by adoption and recordation of an amendment to this Declaration and by recording and/or revising and re-recording such Plats, certifications, and Plans as may be required by the Act. In the event any portion of the Convertible Space is converted to one or more Units and Common Elements, there shall be allocated to any Unit created therefrom

an undivided interest in the Common Elements, a vote in the Association, and liability for Common Expenses, to be determined by dividing the square footage of each Unit created out of the Convertible Space by the square footage of all Units and any remaining Convertible Space, and multiplying the resulting quotient by one hundred (100). The undivided interest in the Common Elements, vote in the Association, and liability for Common Expenses of each Unit existing at the time of conversion of any Convertible Space shall be reallocated in the same manner as allocations to newly created Units, as authorized by Section 44-3-81(b) of the Act. The Declarant shall record an amendment to this Declaration setting forth such reallocation in accordance with Sections 44-3-81(b) and 44-3-88(b) of the Act.

Article 16
General Provisions

16.1 Amendments. Except in the case of an amendment to the Condominium Instruments by the Association to assign Common Elements as Limited Common Elements or reassign Limited Common Elements; as a result of condemnation or substantial damage and destruction as provided herein and in the Act; or as otherwise required or permitted by the Condominium Instruments, the Act or Georgia law or amendments by the Declarant to relinquish its right to appoint and remove officers and directors of the Association; conform any Condominium Instrument to the Units or Common Elements as actually constructed or as otherwise required or permitted by the Condominium Instruments, the Act or Georgia law; and except as otherwise expressly provided below; this Declaration may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent, of the Owners holding at least two-thirds (2/3) of the Total Association Vote; provided however, during such time as the Declarant has the right to appoint the officers and directors of the Association, the agreement shall be that of the Declarant and the Owners holding at least two-thirds (2/3) of the Total Association Vote, exclusive of any vote or votes appurtenant to any Unit or Units then owned by the Declarant. During the Development Period, any amendment to these Bylaws shall require the written consent of Declarant.

During the Development Period, no provision of this Declaration or the Bylaws which reserves or grants special rights to Declarant and/or its affiliates shall be amended without the prior written consent of Declarant and any affiliates affected by such amendment.

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

Notice of any meeting at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. Any member may evidence consent to any amendment in writing without the necessity of a meeting or to supplement votes received at a meeting. No amendment by the Association shall be effective until certified by the President or Secretary of the Association and filed for record in the office of the Clerk of Superior Court of Fulton County, Georgia. Any amendment so certified (and executed by the Declarant, if required) and recorded shall be conclusively presumed to have been duly adopted.

Any action to challenge the validity of an amendment adopted under this Section 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.

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

EACH OWNER, ITS OCCUPANTS AND THEIR RESPECTIVE GUESTS, LICENSEES AND INVITEES SHALL USE THE COMMON ELEMENTS, INCLUDING THE LIMITED COMMON ELEMENTS, AND ALL OTHER PORTIONS OF THE CONDOMINIUM NOT CONTAINED WITHIN A UNIT AT THEIR OWN RISK AND SHALL ASSUME SOLE RESPONSIBILITY FOR THEIR PERSONAL BELONGINGS USED OR STORED THEREON. ALL OWNERS AND OCCUPANTS AND THEIR RESPECTIVE GUESTS, LICENSEES AND INVITEES SHALL HAVE AN AFFIRMATIVE DUTY AND RESPONSIBILITY TO INSPECT THE COMMON ELEMENTS AND ALL PORTIONS OF THE CONDOMINIUM NOT CONTAINED WITHIN A UNIT FOR ANY DEFECTS, PERILS OR OTHER UNSAFE CONDITIONS RELATING TO THE USE AND ENJOYMENT THEREOF. THE ASSOCIATION, DECLARANT, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS SHALL NOT BE HELD LIABLE FOR PERSONAL INJURY TO ANY PERSON OCCURRING ON THE COMMON ELEMENTS, INCLUDING THE LIMITED COMMON ELEMENTS, NOR FOR LOSS OR DAMAGE TO PERSONAL BELONGINGS USED OR STORED THEREON OR ON ANY OTHER PORTION OF THE CONDOMINIUM. NOR SHALL THE ASSOCIATION, DECLARANT, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS BE LIABLE TO ANY OWNER OR OCCUPANT OR THEIR RESPECTIVE

GUESTS, LICENSEES, AND INVITEES FOR LOSS OR DAMAGE, BY THEFT OR OTHERWISE, OF ANY PROPERTY OF SUCH OWNER, OCCUPANT, GUEST, LICENSEE, OR INVITEE.

16.3 Implied Rights. The Association may exercise any right or privilege given to it expressly by the Condominium Instruments, any use restriction or rule, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.

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

16.5 Captions. The captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Article or Section to which they refer.

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

16.7 Preparer. This Declaration was prepared by Amy H. Bray, Esq., Coulter & Sierra, LLC, 2800 Century Parkway, Suite 275, Atlanta, Georgia 30345.

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

16.9 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 of the Association, as set forth herein, the Board may negotiate the resolution of any alleged defect(s) in the Common Elements on behalf of the Owners and shall have the right and authority to settle and release on behalf of any and all of the Owners claims, causes of action, damages and suits involving the same. Any such settlement and release shall bind all Owners and their successors and assigns. This subsection may not be amended without the written consent of the Declarant.

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

16.11 Contracts Executed During Declarant Control. All contracts or leases executed by or on behalf of the Association during the period in which the Declarant has the right to appoint the directors and officers of the Association under the Bylaws shall contain a termination clause permitting the Association to terminate the contract or lease at any time, without cause and without penalty, upon not more than ninety (90) days' prior written notice.

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

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

16.13 Variances. Notwithstanding anything to the contrary contained herein, the Board or its designee, shall be authorized to grant individual variances from any of the provisions of this Declaration, the Bylaws and any rule, regulation or use restriction promulgated pursuant thereto if it determines that waiver of application or enforcement of the provision in a particular case would not be inconsistent with the overall scheme of development for the Condominium.

16.14 Dispute Resolution. Prior to filing a lawsuit against the Association, the Board, or any officer, director, or property manager of the Association, an Owner or Occupant must request and attend a hearing with the Board. Any such request shall be in writing and shall be personally delivered to any member of the Board or the property manager, if any, of the Association. The Owner or Occupant shall, in such request and at the hearing, make a good faith effort to explain the grievance to the Board and resolve the dispute in an amicable fashion, and shall give the Board a reasonable opportunity to address the 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.

16.15 Parking Areas. The Declarant and any affiliate thereof, and the Association, and any director, officer, employee, or agent of any of the foregoing, shall not be liable for loss or damage to any property, including, without limitation, vehicles placed or kept in any parking space. All Owners, Occupants, and other Persons who use a parking space or area in the Condominium do so at their own risk.

16.16 Disclosures. Every Owner, by acceptance of a deed to a Unit, acknowledges that it will be subject to and bound by the Condominium Instruments.

Each Owner and Occupant also acknowledges the following:

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

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

(c) that no representations are made regarding the zoning of adjacent property or that the category to which adjacent property is zoned may not change in the future;

(d) that because in every development there are conditions that different purchasers may find objectionable, including but not limited to traffic congestion and related noise, Owner acknowledges that there may be conditions outside of the property that Owner finds

objectionable and that it shall be the sole responsibility of Owner to become acquainted with neighborhood conditions that could affect the Unit;

(e) that no representations are made that the Unit is or will be soundproof or that sound may not be transmitted from one Unit to another, or from any other portion of the Building or adjacent property, because in all multi-unit there will be some sound transmission;

(f) that the Plans and the dimensions and gross square footage calculations shown thereon are only approximations which such square footage calculations have been determined based generally on the boundaries of a Unit as defined herein;

(g) that no representations are made regarding the uses or zoning of the Condominium or a particular Unit or whether or not any particular business use of the Unit would be permitted under the applicable zoning ordinances or any rules and regulations governing the Condominium;

(h) that it is the nature of multi-unit and mixed-use projects (of which this Condominium is a part) that Units are built in close proximity to one another (resulting in sharing of common walls, floors and ceilings) and noise is frequently audible from one Unit to the next, no matter how much sound proofing is attempted. Further, the permitted uses allow for the Units to be used for crossfit, yoga, exercise, martial arts, and similar fitness and wellness uses, which may generate sound that travels to adjacent Units. It is therefore mandatory, for the mutual interest and protection of all Owners, lessees and other Occupants within the Condominium, to recognize that acoustical privacy is achieved only through understanding and compliance with certain limitations and restrictions. The design and construction of this Condominium and the Building attempt to meet the recognized standards and criteria related to sound insulation in construction practice today. It is recognized, however, that sound insulation from an adjacent occupancy in a manner comparable to a detached building is impossible to attain and Owner hereby acknowledges and accepts that limitation. Owner acknowledges that there will usually be some audio awareness of one's neighbors, depending upon the situation. Within the basic design of the Condominium, efforts have been made to minimize airborne noise, structure-borne noise and impact noise transmission from and to each Unit. Modification of design of the structures, or related components thereof, by Owner could alter the resultant expected insulation. Accordingly, all such modifications will be regulated as provided in this Declaration. Additionally, all furniture parts in contact with hard-surface flooring should have rubber castors or felt pads to minimize noise and vibration attributable to moving furniture as well as scratching of finishes;

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

(j) that noise related to other businesses may emanate from the Units in the Condominium;

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

(l) that Declarant or a related entity will be constructing portions of the Condominium and engaging in other construction activities related to the construction of Common Elements, other portions of the Buildings, and other portions of the Condominium. Such construction activities may, from time to time, produce certain conditions on the Condominium, including, without limitation: (i) noise or sound that is objectionable because of its volume, duration, frequency, or shrillness; (ii) smoke; (iii) noxious, toxic, or corrosive fumes or gases; (iv) obnoxious odors; (v) dust, dirt or flying ash; (vi) unusual fire or explosion hazards; (vii) temporary interruption of utilities; and/or (viii) other conditions that may threaten the security or safety of Persons on the Condominium. Notwithstanding the foregoing, Owner agrees that such conditions on the Condominium resulting from construction activities shall not be deemed a nuisance or discomfort to Owner and shall not cause Declarant and its agents or the Association to be deemed in violation of any provision of this Declaration.

16.17 Notice of Sale or Acquisition. Owners must keep the Association apprised of their name, address and telephone number. Except for the Declarant, an Owner intending to make a transfer or sale of a Unit or any interest in a Unit shall give written notice to the Board of such intention within seven (7) days after execution of the transfer or sales documents. The Owner shall furnish to the Board as part of the notice (i) the name and address of the intended grantee; and (ii) such other information as the Board may reasonably require. This provision shall not be construed to create a right of first refusal in the Association or in any third party.

Within seven (7) days after receiving title to a Unit, the Owner shall give written notice to the Board of such Owner's ownership of the Unit and of the mailing address and telephone number of the Owner and the name(s) of the Occupant(s) of the Unit. Upon failure of an Owner to give the required notice within the seven (7) 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 such Owner's identity.

16.18 Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by at least seventy-five percent (75%) of the total Association vote. This subsection shall not apply, however, to (i) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (ii) the imposition and collection of assessments as provided in this Declaration, (iii) proceedings involving challenges to ad valorem taxation, (iv) counterclaims brought by the Association in proceedings instituted against it, or (v) actions brought by the Association against any contractor, vendor, or supplier of goods or services arising out of a contract for goods or services to which the Association is a party. This subsection shall not be amended unless such amendment is approved by the percentage votes, and pursuant to the same procedures,

necessary to institute proceedings as provided above and such amendment is consented to in writing by the Declarant.

16.19 Cumulative Effect; Conflict. The covenants, restrictions, and provisions of this Declaration and the Bylaws shall be cumulative; provided, however, in the event of conflict between or among such covenants and restrictions, and provisions of any articles of incorporation, bylaws, rules and regulations, policies, or practices adopted or carried out pursuant thereto, those of this Declaration shall control. In the event of a conflict between the provisions of this Declaration and the provisions of Georgia law, then to the extent that the provisions of Georgia law cannot be waived by agreement, Georgia law shall control.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Declarant has executed this Declaration of Condominium under seal this _____ day of _____, 2019.

DECLARANT: **Friends of Silos, LLC,**
a Georgia limited liability
company

By: _____ (SEAL)

Name: _____

Title: _____

Signed, sealed, and delivered
in the presence of:

WITNESS

NOTARY PUBLIC

My Commission Expires:

[AFFIX NOTARY SEAL]

CONSENT OF LIEN HOLDER

_____ ("Lender"), as holder of that certain Deed to Secure Debt and Security Agreement, recorded contemporaneously herewith in the Fulton County, Georgia land records ("Security Deed") against all or a portion of the property described on Exhibit "A" attached hereto, hereby consents to the subjection of such property to the provisions of the foregoing Declaration of Condominium for Milton Point, a Commercial Condominium (as amended and/or supplemented from time to time, the "Declaration") and agrees that any foreclosure of the security title and interest under the Security Deed or any other instrument that Lender holds shall be subject to the Declaration with respect to the property described in Exhibit "A" hereto.

IN WITNESS WHEREOF, the undersigned Lender has caused this Consent of Lien Holder to be duly executed and sealed, as of this _____ day of _____, 2019.

LENDER: _____

By: _____

Name: _____

Title: _____

[AFFIX SEAL]

Signed, sealed, and delivered
in the presence of:

WITNESS

NOTARY PUBLIC

My Commission Expires: _____

[NOTARY SEAL]

EXHIBIT "A"
Property Description

EXHIBIT "B"
Undivided Interest in Common Elements

<u>Unit Number</u>	<u>Square Footage</u>	<u>Undivided Interest</u>
Convertible Unit 1	3,250	50%
Convertible Unit 2	3,250	50%
TOTAL	6,500	100.0%

EXHIBIT "C"
Bylaws of Milton Point Condominium Association, Inc.

EXHIBIT "D"
Assignment Of Parking Areas

[INTENTIONALLY BLANK]

EXHIBIT "E"
STORAGE SPACE ASSIGNMENTS