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Juanita Hicks  
Clerk of Superior Court  
Fulton County, Georgia  
I HEREBY DO hereby certify that this is a true and correct copy of the original as the same is on file in my office.

**DECLARATION OF CONDOMINIUM**

**PARC VUE MIDTOWN CONDOMINIUM**

After recording, please return to: **GANEK, WRIGHT & DOBKIN, P.C.**  
**Attorneys at Law**  
**197 Fourteenth Street, Suite 300**  
**Atlanta, Georgia 30318**

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STATE OF GEORGIA  
COUNTY OF FULTON

**DECLARATION OF CONDOMINIUM  
FOR  
PARC VUE MIDTOWN CONDOMINIUM**

THIS DECLARATION OF CONDOMINIUM is made on the date set forth on the signature page hereof by Parc Vue Condo Development, LLC, a Georgia limited liability company (the "Declarant").

**WITNESSETH**

WHEREAS, Declarant is the owner of that certain parcel of real property located in Land Lot 106 of the 17th District of Fulton County, Georgia, as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference, including all improvements now or to be located or constructed thereon (the "Condominium"); and

WHEREAS, Declarant desires to subject the said property to the provisions of this Declaration and to the Georgia Condominium Act, O.C.G.A. § 44-3-70, *et seq.* (the "Condo Act").

WHEREAS, Declarant may, but shall not be obligated to, submit to the Condo Act and this Declaration that certain property described in Exhibit "B" attached hereto and incorporated herein by reference (the "Additional Property"), as provided in this Declaration.

NOW, THEREFORE, Declarant hereby submits to the Condo Act and to this Declaration the property described in Exhibit "A" hereto.

DECLARANT HEREBY FURTHER DECLARES that, upon recordation of this Declaration, the said property shall thereafter be transferred, used, encumbered, leased and occupied subject to the Condo Act and to all of the covenants, conditions, restrictions, and other provisions hereof, as follows:

1. **Purpose.** The purpose of this Declaration, and the covenants, conditions, restrictions and other provisions hereof, is to preserve, enhance and protect the value and desirability of the Condominium property. This Declaration and each covenant, condition and restriction contained herein shall run with and be appurtenant to the title to the said property and shall be binding upon all persons having or acquiring any right, title or interest in and to all or any portion of the said property and their respective heirs, legal representatives, successors and assigns, for the benefit of all owners of the same.

2. **Plat and Floor Plans.** A plat of survey for the Condominium, prepared by Travis Pruitt, RLS, dated October 21, 2004, last revised, signed and sealed on February 22, 2005 (the "Plat"), has been filed in Condominium Plat Book 16, Page 348, Fulton County, Georgia records. Floor plans relating to the Condominium, prepared by Rees/Design Associates, P.C., dated February 22, 2005, last revised, signed and sealed on March 2, 2005 (the "Floor Plans"), have been filed in Condominium Floor Plan Book 30, Page(s) 378-429, Fulton County, Georgia records. The Plat and Floor Plans are incorporated herein by reference as though the same were set forth fully herein. For so long as Declarant owns any Unit or has an unexpired option to add Additional Property to the Condominium, Declarant shall have the right to amend the Plat and/or Floor Plans as necessary to reflect any improvements, modifications and/or renovations to the Common Elements or to any Unit owned by Declarant.

3. **Unit Boundaries.** The Condominium shall be divided into one hundred thirty-seven (137) units, including one hundred thirty-six (136) Residential Units and one (1) Commercial Unit (individually a "Unit" and collectively the "Units") and Common Elements, including Limited Common Elements, all as more particularly defined and described herein and as depicted on the Plat and Floor Plans. Each Unit shall be conveyed as a separately-designated and legally-described freehold estate subject to the Condo Act and this Declaration. The Units shall include their respective undivided percentage interests in the Common Elements and all portions of the Condominium building which lie inside the following described boundaries:

(a) **Vertical Boundaries - Residential Units.** The perimetric or vertical boundaries of each Residential Unit, defined as any Unit other than the Commercial Unit, shall be the centerlines of all walls of the Unit which are shared with other Units. The perimetric boundaries of each Residential Unit with respect to exterior walls, with interior Common Elements such as hallways and lobby areas, and all other walls which are not shared with other Units, shall be the vertical plane formed by the unexposed, exterior-most surface of the wallboard, sheetrock, drywall or other such material which forms the interior surface of each such wall, with the metal or wooden studs or other material to which the same is attached, and all other materials used in construction of the said walls, forming a part of the Common Elements. Each Residential Unit shall include within its boundaries any and all wallboard, sheetrock, drywall, metal or wooden studs, insulation, gypsum board, and all other material comprising the portions of the walls of such Unit which are located within the above-described perimetric boundaries.

(b) **Vertical Boundaries - Commercial Unit.** The perimetric or vertical boundaries of the Commercial Unit, being the Unit which is shown and depicted on the Floor Plans, Level P-2 as "Commercial Unit," shall be vertical planes extending upward at a ninety degree (90°) perpendicular angle from the ground around the perimeter of the said Commercial Unit, as the said perimeter is shown and described in the said Floor Plans. The Commercial Unit shall include within its boundaries any and all concrete, metal or wooden columns, trusses, beams and studs, and all other material comprising the portions of any and all improvements which are located within the above-described perimetric boundaries and the horizontal boundaries described in subsection (e) below.

(c) **Upper and Lower Boundaries - Top Floor.** The upper boundary of each Residential Unit which is located on the uppermost floor of the Condominium building shall be the horizontal plane formed by the unexposed surface of the sheetrock or drywall which forms the ceiling of such Unit, with the steel and/or wooden truss systems and other supports for the roof, the wooden decking, roof shingles and all other material forming the roof of the Condominium building constituting part of the Common Elements. The lower boundary of each such Unit shall be the horizontal plane formed by the uppermost surface of the metal pan supporting the concrete floor of such Unit, with the concrete subflooring and other materials resting on the metal pan constituting part of the Unit, and the metal pan and all supporting beams, trusses and other materials not constituting part of the Unit.

(d) **Upper and Lower Boundaries - Other Floors.** The upper boundary of each Residential Unit which is located on any floor other than the uppermost floor of the Condominium building shall be horizontal plane formed by the uppermost surface of the metal pan supporting the concrete floor of the Unit above, with the metal pan and all supporting beams, trusses and other materials constituting part of the Unit. The lower boundary of each such Unit shall be the horizontal plane formed by the uppermost surface of the metal pan supporting the concrete floor of such Unit, with the concrete subflooring and other materials resting on the metal pan constituting part of the Unit, and the metal pan and all supporting beams, trusses and other materials not constituting part of the Unit.

(e) **Upper and Lower Boundaries - Commercial Unit.** The upper boundary of the Commercial Unit shall be the horizontal plane formed by the lowermost surface of the concrete floor of

the Common Elements above, as shown and depicted on the Floor Plans, with the said concrete floor and all supporting beams, trusses and other materials constituting part of the Common Elements and not the Commercial Unit. There shall be no lower boundaries for the Commercial Unit.

(f) Additional Information for Interpreting Unit Boundaries. In interpreting these descriptions and the Floor Plans, the existing physical boundaries of the Units as originally constructed shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed in this Declaration, in the Floor Plans, or in any deed or other instrument, regardless of minor settling or lateral movement of the Condominium building, and regardless of minor variances between the boundaries shown on the Floor Plans or in any deed or other instrument and those of the Units. All ducts, conduits, pipes, wires and other systems or devices which serve a single Unit, including but not limited to heating and air conditioning systems, electrical and natural gas systems, telecommunications and other like systems, and plumbing systems, including all fixtures and appliances, regardless of whether or not a portion of any such system may be located outside of the boundaries of the Unit as set forth above, shall be deemed a part of such Unit, except that any portions thereof which serve the Common Elements, or which serve more than one Unit, shall be deemed a part of the Common Elements. All exterior doors, windows and skylights which serve a single Unit shall be included within the boundaries of that Unit, subject to any Association maintenance and repair obligations as set forth elsewhere herein.

#### 4. Common Elements and Limited Common Elements.

(a) Common Elements Defined. All corridors, foyers and lobbies, elevators and elevator lobbies, security and concierge desks and offices, stairwells, landscaped areas and vegetation, parking decks, surface parking lots, sidewalks, paths, driveways and walkways, mailrooms, common storage areas, common maintenance and mechanical rooms, roofs and roof decks, swimming pools and related facilities and equipment, club and meeting rooms, fitness facilities, and all other portions of the Condominium which are not located within the boundaries of any Unit, as set forth in Paragraph 3 above, including the exterior portions of the Condominium building, shall be deemed a part of the Common Elements.

Each owner of a Unit shall have an undivided ownership interest in and to the Common Elements in accordance with the ownership percentages set forth in Exhibit "C" hereto. In addition to the Mortgagee consents required by Paragraph 18 hereof, the ownership percentage of any Unit or Units may be altered only by the consent of all owners and Mortgagees of the affected Units, expressed in a duly recorded amendment to this Declaration, except in the case of expansion of the Condominium as provided in Paragraph 20 hereof, in which case the amendment may be approved and executed by Declarant without approval of the owners or Mortgagees. Ownership of the Common Elements shall be enjoyed by the owners of the Units as tenants-in-common; however, no Unit owner shall have any right to bring an action for partition or division of the Common Elements, or any portion thereof, except as may be provided in this Declaration or in the Condo Act.

(b) Limited Common Elements. Notwithstanding the foregoing or anything to the contrary contained elsewhere herein, certain portions of the Common Elements are hereby assigned as Limited Common Elements to certain Units, as follows:

(i) Any parking space which is designated for use by a particular Unit, as set forth on Exhibit "D" hereto or pursuant to Paragraphs 4(c) or (d) below, shall be assigned as a Limited Common Element to such Unit, unless and until such time as said parking space may be unassigned or reassigned to another Unit as provided elsewhere herein.

(ii) Any storage space which is designated for use by a particular Unit, pursuant to Paragraphs 4(c) or (d) below, shall be assigned as a Limited Common Element to such Unit, unless and until such time as said storage space may be unassigned or reassigned to another Unit as provided elsewhere herein.

(iii) Any patio, balcony, deck, roof deck or terrace which is adjacent to and serves only one or more Units or has been identified as "Limited Common Element" or "LCE" on the Floor Plans is assigned as a Limited Common Element to the Unit or Units to which it is adjacent or for which it has been so designated.

(iv) Each Residential Unit shall be assigned a mailbox or mail slot as a Limited Common Element appurtenant to such Unit.

(v) Any elevator lobby, entry foyer, stairwell or corridor serving fewer than all of the Units is assigned as a Limited Common Element to the Unit or Units which it serves.

(vi) All pipes, ducts, cables, wires, conduits and other apparatus which serve only one (1) Unit are assigned as Limited Common Elements to the Unit which they serve and to which they are adjoined and connected.

(vii) Any utility meter which serves fewer than all of the Units is assigned as a Limited Common Element to the Unit or Units which it serves.

(viii) Any portion of the Common Elements upon which is located air conditioning or heating equipment or other apparatus serving fewer than all of the Units is assigned as a Limited Common Element to the Unit or Units served thereby. The Association shall have the right, at its sole expense, to relocate any HVAC, plumbing, electrical, telecommunications or other systems or apparatus, provided that such relocation does not cause an increase in the cost of operation of the same by any Unit owner.

(c) Assignment of Common Elements as Limited Common Elements. Subject to the provisions of Section 44-3-82 of the Condo Act, the Association shall have the authority to assign Common Elements which have not been previously assigned as Limited Common Elements, upon written application to the Association by the owners of the Unit or Units directly affected by the same. Any such assignment shall be made by the Association by recordation in the Fulton County, Georgia real estate records of amendments to the Declaration, Plat and/or Floor Plans, as necessary, executed by the Unit owner or owners making such application and by the Association. Notwithstanding the above or anything else to the contrary contained herein, for so long as Declarant owns a Unit or has an unexpired right to add Additional Property to the Condominium, Declarant shall have the right to assign any portion of the Common Elements as a Limited Common Element to any Unit then owned by Declarant, and may assign any unassigned parking or storage spaces, or rent the same, to any person or entity, regardless of whether such person or entity owns a Unit. Declarant alone shall have the right to retain any and all proceeds from the assignment of any previously unassigned Common Elements or Limited Common Elements.

(d) Reassignment of Limited Common Elements. Subject to the provisions of Section 44-3-82 of the Condo Act, the Association shall approve any reassignment of Limited Common Elements upon written application to the Association by the owners of the Units directly affected by the same. The owner of any Unit (including the Declarant) shall have the right to retain any and all proceeds from the reassignment or rental of any Limited Common Elements assigned to his or her Unit. Any such reassignment shall be made by recordation in the Fulton County, Georgia real estate records of amendments



copies of the same to the Unit owners. Said budget shall take effect on the first day of the proceeding calendar year unless duly disapproved by the Association at said annual meeting. If so disapproved, then the budget in effect for the current calendar year shall remain in effect until a new budget is approved at a special meeting of the Association called for such purpose in accordance with the Bylaws.

(d) Working Capital, Surpluses, Deficits and Reserves. In addition to capital reserves, if any, provided in the budget, the Declarant, on behalf of the Association, shall establish a working capital fund to meet unanticipated costs and expenses. At the option of Declarant, contributions to the working capital fund may be collected from any person or entity who purchases a Unit from the Declarant, not to exceed two (2) months' annual assessments for such Unit. Under no circumstances shall any working capital funds be used by the Association to offset any budget deficits or by the Declarant for its expenses or construction costs.

Notwithstanding anything to the contrary contained herein, the Association shall not be required, whether before or after Declarant's control of the Board, to budget, assess or collect for capital reserves above and beyond the regular operating expenses of the Association and the working capital fund described above.

All surpluses and profits of the Association, if any, shall be either applied to the current year's regular operating expenses, the subsequent year's operating expenses, to capital reserves, or shall be distributed to the Unit owners, all at the sole discretion of the Board, subject to the provisions of Section 44-3-108 of the Condo Act.

(e) Payment of Assessments. All annual assessments shall be paid in equal monthly installments on the first day of each calendar month. Any annual or special assessments or other charges not paid within ten (10) days of when due shall subject the delinquent owner to a late charge of Ten Dollars (\$10.00) or Ten Percent (10%) of the amount due, whichever is greater. In addition, if any Unit owner becomes more than thirty (30) days delinquent in the payment of assessments, then the amount of such delinquent assessments and any late charges imposed thereon shall incur interest at the rate of Ten Percent (10%) per annum, unless the maximum amount permitted by applicable law is less, in which case such maximum allowable rate shall apply. In addition, and not to the exclusion of any other remedies available at law or equity, the Association may pursue any one or more of the following remedies upon ten (10) days written notice to such owner:

(i) institute legal action against such owner in any judicial or administrative body of competent jurisdiction;

(ii) revoke such owner's right to pay annual assessments in monthly installments and demand that the unpaid amount of that year's annual assessments be paid in full immediately;

(iii) suspend such owner's right to vote on matters requiring a vote of the membership of the Association;

(iv) suspend such owner's privileges to use any or all of the Common Elements (unless such owner's rights of ingress or egress would be restricted thereby); and

(v) suspend any utility or service to such Unit, provided that (i) the payment of such utility or service is an expense of the Association, (ii) the Association has obtained a judgment for payment of such delinquent assessments in excess of the amount provided in the Condo Act, (iii) the Association has otherwise complied with all applicable provisions of the Condo Act, and



(iv) such utility or service is restored upon payment in full of all delinquent assessments and all fees, interest and other charges associated therewith.

(f) Obligation to Pay Assessments. All assessments levied against a Unit shall be both a personal obligation of the person or entity who owned the Unit at the time of assessment and shall run with the title of such Unit and constitute a lien against the same to the fullest extent provided in the Condo Act. Each owner of a Unit, regardless of the presence or absence of any applicable language in the deed or other instrument by which such Unit was conveyed to such owner, shall be deemed to have covenanted and agreed to pay all annual assessments and special assessments levied against such Unit, whether prior to or during his, her or its ownership thereof, including any other fees, costs, interest or other charges incurred by the Association in connection with the same or the collection thereof.

(g) No Abatement of Assessments. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

(h) No Waiver. No delay or failure on the part of the Association in the exercise of its rights as set forth in this Section 6 shall operate as a waiver thereof, and no single or partial exercise by the Association of any such right shall preclude other or further exercise thereof or the exercise of any other right hereunder.

7. Right of Access. Without limiting the generality of any other provision hereof or any applicable provisions of the Condo Act, and in addition to any other specific rights set forth elsewhere herein or in the Condo Act, the Association and its duly authorized agents, contractors and representatives, without being subject to criminal or civil liability for trespass, shall have the right, but not the obligation, to enter any Unit for purposes of repair, replacement, maintenance or operation of any Common Elements, or to attend to any emergency situation, or for the safety or security of the Condominium or any other Unit or Unit owner, or pursuant to Section 9(d) below. Such right of access shall only be exercised during reasonable hours and after notice to the owner or occupant of the Unit, unless the circumstances require otherwise.

8. Insurance.

(a) Master Insurance Policies. The Association shall be required to maintain only the types and amounts of insurance as required by Section 44-3-107 of the Condo Act, as revised or amended from time to time. Said policies may exclude fixtures and appliances, wall coverings, floor coverings, and any other improvements made to a Unit by its owners or occupants. Said policies may contain any and all deductibles and exclusions from coverage to the greatest extent allowable by the Condo Act, as the same may be amended from time to time. Any additional coverages or amounts shall be obtained only if the same are deemed necessary or desirable in the sole discretion of the Board.

(b) Residential Unit Owner Policies. Each Residential Unit owner shall be responsible for maintaining insurance coverage for his or her Unit to the extent that the same is not covered by the policies described in Section 8(a) above, and shall supply a copy of the same to the Association upon request. The Association shall be entitled, but not obligated, to obtain such insurance for any uncovered Residential Units and assess the cost of the same to the owners of said Units. Each Residential Unit owner and occupant shall be responsible for reviewing the policies of insurance described in Section 8(a) above, which shall be made available by the Association upon request during normal business hours, and for

assessing and providing for their own insurance needs based on their review of the same. In no event shall the policies described in Section 8(a) above be brought into contribution with any insurance obtained by any Unit owner or Mortgagee. No owner or occupant of a Residential Unit shall be entitled to receive any insurance proceeds which have been paid to the Association unless such owner or occupant is current with all assessment payments. At the discretion of the Board, any insurance proceeds otherwise payable to a Unit owner or occupant may be applied first to delinquent assessments owed by that owner or occupant.

(c) Mortgagee Rights. The Board shall use its best reasonable efforts to ensure that each policy of insurance obtained by the Association provides that each holder of a Mortgage on a Residential Unit will be entitled to at least thirty (30) days written notice if the policy is to be cancelled, non-renewed or substantially modified, or if such Mortgagee's coverage is at risk of being cancelled or otherwise affected by nonpayment of premium or by any act or omission of the Unit's owner. Nothing contained in this Section 8 or elsewhere herein shall be construed as a limitation on the right of any Mortgagee which is beneficiary of a mortgagee endorsement to distribution of insurance proceeds, nor as giving any Unit owner or other party priority over any Mortgagee to any insurance proceeds for losses to the Common Elements. Mortgagees having an interest in any insured loss shall be entitled to participate in all negotiations with the carrier regarding adjustment of the same, provided that the Board shall have sole authority to adjust any and all such losses.

## **9. Architectural Control.**

(a) Association Approval. No modifications or improvement shall be made to any Residential Unit or Common Elements, including Limited Common Elements, which are visible from outside of the Unit. With regard to interior modifications, the Association, acting by and through its Board of Directors, shall have the right to approve or disapprove any proposed construction, modification or structural improvement in and to the individual Residential Units. The Board, in evaluating any construction, modification or improvement, shall consider the aesthetics of the proposed addition or improvement, the materials to be used, any additional load to be placed upon the structural components of the Condominium building, any necessary tie-ins to plumbing or electrical systems, and the effect upon other Unit owners and/or the Common Elements, if any, including any noise or vibration caused either by the construction or improvement activity or by the addition or improvement itself. Each individual Unit owner or occupant shall be responsible for obtaining any and all necessary permits and other approvals, and for ensuring compliance with all local, state and federal regulations and requirements, including but not limited to applicable zoning and building codes. The Board shall have the right to require damage or security deposits, in reasonable amounts, from any owner or occupant of a Unit, and/or their agents, representatives and contractors, for cost or damage resulting from any renovation, improvement or construction activities undertaken or proposed by such owner or occupant. The Board shall also have the right to approve or disapprove any contractor or other person making repairs or improvements to any Residential Unit pursuant to Paragraph 9(d) below.

(b) Subdivision; Removal and Relocation of Boundaries. No Residential Unit other than the penthouse Unit on the top floor of the Condominium may be divided into two or more Units. No boundaries between Units which share a common wall or floor/ceiling may be removed or relocated, or any Common Elements incorporated into any Unit or Units, except in strict accordance with the provisions of this Section 9 above and Section 44-3-91 of the Condo Act. None of the restrictions contained in this Section 9(b) shall apply to the Declarant for so long as it owns one or more Units in the Condominium.

(c) Requests for Approval. Any owner or occupant of a Residential Unit who wishes to undertake any construction, modification or improvement of such Unit, shall submit a written request for approval thereof to the Board. Requests for approval shall be accompanied by plans and specifications which are detailed enough to allow the Board to evaluate the proposed improvements according to this

(d) Construction Activity. The Board shall have the right to approve or disapprove contractors or subcontractors who desire access to the Condominium for the purpose of making repairs or improvements to Residential Units, based on rules and regulations promulgated and adopted by the Board which may include, without limitation, financial stability of the contractors and/or subcontractors, history of compliance with the Condominium Instruments and rules and regulations of the Association, and other factors that may be reflective of quality and ability. Approval of a contractor or other such person shall not be unreasonably withheld. The Board may also impose insurance requirements and collect other non-refundable fees for use of the trash receptacle, elevators and other Common Elements. Any construction or renovation activity in any Residential Unit which is detectible by sound or vibration from outside the Unit shall be permitted only between the hours of 8:00 a.m and 5:00 p.m., Monday through Friday, exclusive of holidays. Each owner and occupant shall be responsible for their contractors' compliance with this Declaration, including but not limited to this Section 9(d) and Section 10(e) below.

(e) **Enforcement.** Any construction, modification or improvement to a Unit which does not comply with this Section 9 shall be removed by the owner of the Unit, and the Unit restored to substantially the same condition as existed prior to the unauthorized work, immediately upon request in writing by the Board. If such removal and restoration is not commenced within seven (7) days of the date of such written request, and/or not completed within thirty (30) days thereof, the Association and its authorized agents, representatives or contractors shall have the right to enter the Unit and perform such removal and/or restoration, with all costs associated therewith levied against the Unit and its owner(s) as a special assessment pursuant to Section 6 above. This Section 9(e) shall not apply to any interior modifications or improvements made by the Declarant for so long as it owns one or more Units in the Condominium, or any exterior modifications or improvements made prior to the recording of this Declaration.

**10. Association Rules and Regulations.** The Association, acting by and through its Board of Directors, shall have the right to make and enforce reasonable rules and regulations governing the use of the Condominium, including the Units, Limited Common Elements and other Common Elements, and to enforce such rules and regulations by fines, special assessments or otherwise, in the same manner as provided in Section 6 above. Each owner of a Unit shall be responsible for ensuring that all tenants, occupants and guests of the Unit comply with said rules and regulations, if any, and with this Declaration, with the understanding that any violation thereof by tenants, occupants and guests may result in action by the Association against any of said persons and/or the owner of the Unit.

Regardless of whether or not any such rules and regulations are promulgated by the Board, each Unit owner and all tenants, occupants and guests of any Unit owner shall comply with the following use restrictions. Any and all rules and regulations promulgated by the Board shall include the following restrictions, at a minimum, although the following may be amended pursuant to Section 15 below, and may be expanded upon by such rules and regulations to the extent that the same do not conflict with or contradict this Declaration, as the Board determines necessary in its reasonable discretion or as otherwise provided herein.

(a) **Permitted Business and Residential Uses of Units.** Each Unit may be used in any manner permitted by law and all applicable zoning and other like ordinances, provided that no activity is carried on by any Unit owner or occupant which (i) constitutes a nuisance, including but not limited to obnoxious odors or noises, or creates a hazard to the public or other Unit owners and occupants; (ii) in the

case of a Residential Unit, results in a substantial increase in foot traffic or vehicular traffic to and from the Unit; (iii) increases the Association's insurance premiums or affects its ability to qualify for any insurance for which it would have otherwise been qualified; or (iv) in the case of a Residential Unit, requires a significantly disproportionate use by the Unit of the Common Elements, or any utility or other service which is now or may in the future be a common expense of the Condominium. This Section 10(a) shall not apply to the use of any Units by Declarant as model units, sales offices or the like.

(b) Permitted Uses of Common Elements. The Common Elements are designated for the use of all owners, occupants and guests of any Residential Unit, and no owner, occupant or guest shall cause or permit any use of the Common Elements which is in conflict with the nature and intended uses of the Common Elements. No objects shall be placed or stored on the Common Elements except by the Association or as otherwise provided herein. The Board may further restrict the use of the Common Elements by properly enacted rules and regulations, and may provide for reservation of the same by Residential Unit owners and occupants. All Unit owners and their occupants and guests shall use the Common Elements at their own risk. Notwithstanding anything to the contrary contained herein, all Limited Common Elements shall be for the exclusive use of the owners, occupants and guests of the Units to which they have been assigned, subject to this Declaration, the rights of other Unit owners, occupants and guests to ingress and egress thereon, to the extent necessary for access to their Units and/or Common Elements, and any rules and regulations promulgated by the Board from time to time. Under no circumstances shall the Association be liable for any loss of or damage to property which may be stored in or upon any of the Common Elements, including Limited Common Elements.

(c) Parking Spaces. No boats, campers, jetskis or other recreational vehicles or equipment may be stored on the Condominium property. No abandoned vehicles, or vehicles which are disabled or in obvious disrepair, may be parked or stored on the Condominium property for more than seven (7) days. In addition, the Board may promulgate any other reasonable rules and regulations governing the use of parking spaces, and shall have the power to enforce the same and the provisions hereof by fines or special assessments, as provided in Section 6 hereof, by towing or booting of vehicles at their owners' expense, or by any other means permitted by law. Each owner, occupant and guest who parks or stores a vehicle of any kind on the Condominium property shall be solely responsible for his or her own safety and for the security of his or her vehicle and all contents thereof. Each Residential Unit shall be assigned one or more parking spaces as Limited Common Elements for the exclusive use of the owners and occupants of such Unit. The Declarant, for so long as it owns a Unit, and the Association thereafter, shall have the right to assign any previously unassigned parking spaces, and shall be entitled to retain the proceeds, if any, derived therefrom. In addition, any Unit owner may reassign any parking space assigned to his, her or its Unit, to any other Unit or to the Association, in the manner provided in Section 4(d) above.

(d) Storage Spaces. Storage spaces may be assigned as Limited Common Elements to some or all of the Residential Units at the Condominium. Storage spaces shall be used solely for the storage of personal property, and shall under no circumstances be "occupied," used for storage of any hazardous materials, or used for storage of any property or materials which create a nuisance or any hazardous condition, which would increase the Association's insurance premiums, or which might cause the Association to be disqualified from any insurance for which it would have otherwise been qualified. The Association may promulgate any reasonable rules and regulations governing the use of storage spaces, and shall have the power to enforce the same and the provisions hereof by fines or special assessments, as provided in Section 6 hereof, by removal of any property or materials which violate any such rules or regulations or the provisions hereof, or by any other means permitted by law. Each owner, occupant and guest making use of a storage space shall be solely responsible for the security of any and all property stored therein.



(m) Other. The Board may promulgate rules and regulations governing other uses of the Residential Units and Common Elements, including but not limited to the following: (i) the disposal of trash and other debris; (ii) the display of seasonal and other decorations visible from outside a Unit; and (iii) any other use restrictions which the Board, in its reasonable discretion, deems necessary or appropriate.

(n) Occupants Bound. All provisions of this Declaration and the Bylaws, and any rules and regulations, use restrictions or design guidelines promulgated pursuant thereto which govern the conduct of Unit owners and which provide for sanctions against Unit owners shall also apply to all tenants and occupants, even though tenants and/or occupants are not specifically mentioned. Fines may be levied against Unit owners and occupants alike. If a fine is first levied against a tenant or occupant and is not timely paid, the fine may then be levied against the Unit owner.

#### 11. Maintenance of Units and Common Elements.

(a) Owner and Association Responsibilities. Except as otherwise provided herein, each owner of a Unit shall be responsible for maintenance and repair of such Unit, including all systems, equipment and apparatus which are deemed a part of such Unit pursuant to Section 3 above. The Association shall be responsible for repair and maintenance of all Common Elements, including storage spaces, parking spaces, decks, roof decks, balconies and terraces which have been assigned as Limited Common Elements to one or more Units. The Association shall also be responsible for cleaning, staining, sealing and/or painting of all exterior doors of the Units, and for cleaning, sealing, maintenance and repair of all windows and skylights, and all decks, roof decks, balconies and terraces assigned as Limited Common Elements to the Units. However, each Unit owner and occupant shall be responsible for ensuring that decks, roof decks, balconies, terraces and all other Limited Common Elements assigned to the Unit, and all doors, windows and skylights, are kept in good repair for purposes of the safety and security of themselves and their guests and invitees, as well as the security of their belongings. In addition, the Association shall be responsible for operation, repair and maintenance of all columns, beams, trusses, cross-braces and other structural components and systems in the Condominium, notwithstanding that any of the same may lie within the boundaries of one or more Units as such boundaries are defined and described herein.

(b) Failure to Repair or Maintain Unit. Notwithstanding any of the above, if the Board deems any condition existing in a Unit or any Limited Common Elements to be in need of repair or maintenance, and if the Unit owner or occupant responsible for the same fails to perform such repair or maintenance within thirty (30) days of written notice thereof, the Association may perform any such repair or maintenance and may levy a special assessment against such Unit and its owner, in the amount of the reasonable cost thereof. Said thirty (30) day notice shall not be required in emergencies or under other circumstances when serious harm or damage can be avoided only by prompt action.

(c) Limitation of Liability. Under no circumstances shall the Association be liable for any injury, loss or damage caused in whole or in part by the Association's failure to discharge its responsibilities hereunder, if such injury, loss or damage was not a foreseeable, natural result of the Association's failure to discharge its responsibilities.

#### 12. Leasing and Occupancy of Residential Units.

(a) General Prohibition of Leasing; Exceptions. Except as provided elsewhere herein, the leasing of Residential Units is prohibited. For all purposes hereof, "leasing" of a Residential Unit shall be defined as the regular, exclusive occupancy of the Unit by any person other than its owner, except that leasing shall not include occupancy by the children, parents, spouses and partners of owners, the roommate of any Unit owner who occupies the Unit as his or her primary residence, or guests of any



Unit owner for periods not to exceed fourteen (14) consecutive days. In addition, this Section 12(a) shall not apply to any lease of the Commercial Unit, or any leasing transaction entered into by the Association, the Declarant (regardless of whether said lease is entered into prior to or after the expiration of the Declarant's right to appoint and remove officers and directors of the Association pursuant to the Association's bylaws), or any Mortgagee who becomes the owner of a Unit through foreclosure or similar means in lieu of foreclosure. Such parties shall not be required to obtain a leasing permit, as described below, and such Units shall not be counted when determining the maximum number of Residential Units that may be leased in accordance with this Section 12.

(b) Leasing Permits. Any Residential Unit owner who is not delinquent in payment of assessments, or otherwise in breach of such owner's duties hereunder, may apply to the Board for a leasing permit allowing the owner to lease his or her Unit. A leasing permit shall state any and all conditions set by the Board consistent herewith and shall be valid only as to the owner applying for the same and such owner's Unit. Leasing permits may not be transferred or assigned to other Units or their owners, provided that they may be transferred or assigned to successors in title to the same Unit. Nothing contained herein shall be construed as granting any authority to the Board or the Association to approve or disapprove any proposed tenant.

(c) Request for Leasing Permit. The Board shall approve any written request for a leasing permit from the purchaser or owner of a Unit, so long as issuance of a leasing permit for the Unit will not result in more than twenty percent (20%) of the total Residential Units in the Condominium (excluding Units owned by the Declarant) having leasing permits. In addition, the Board may issue a leasing permit to the owner of any Residential Unit who would suffer a substantial hardship if denied the privilege of leasing such owner's Unit, in the reasonable discretion of the Board (and the Declarant, so long as Declarant owns a Unit). Any such discretionary approval or denial shall be based on the nature, degree, and likely duration of the hardship, the harm, if any, which could result to the Condominium by allowance of the permit, and the extent to which the number of Residential Units with current, valid leasing permits exceeds twenty percent (20%). Examples of "hardships" as contemplated hereby include, but shall not be limited to, the following: (1) death of a Unit owner; (2) temporary relocation of a Unit owner outside of the Atlanta metropolitan area, where the Unit owner plans to return to reside in the Unit; and (3) permanent relocation of a Unit owner outside the Atlanta metropolitan area, if the Unit owner has been unable to sell the Unit for at least ninety percent (90%) of its fair market value after having actively marketing the Unit for no less than six (6) months; (2) the Unit owner dies and the Unit is being administered by his or her estate; and (3) the Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Unit. Unit owners who have been denied leasing permits after written request therefor shall automatically be placed on a waiting list for a leasing permit and shall have priority over any Unit owner who makes a later request.

(d) Revocation and Expiration of Leasing Permits. A leasing permit shall be automatically revoked if the Unit for which it has been issued is not leased during any period of ninety (90) consecutive days after issuance of the permit. In addition, any leasing permit issued pursuant to a hardship shall be automatically revoked after the expiration of one (1) year after its issuance, or if during the said one-year term, the Unit owner is issued a leasing permit on a non-hardship basis.

(e) Lease Terms. Any lease agreement entered into for any Residential Unit shall be for a term of no less than one (1) year, provided that a Unit lease may convert to a month-to-month term after the first year of occupancy. No Residential Unit may be leased except in its entirety. In addition, all lease agreements shall include the following:

- (i) a covenant by the tenant to comply with the terms of this Declaration and all rules and regulations promulgated by the Association in accordance herewith;

(ii) a prohibition against any subleasing of the Unit or assignment of the lease without prior written approval of the Board;

(iii) a delegation to the Board by the Unit owner of the owner's rights to enforce the terms of the lease and this Declaration against the tenant, including but not limited to the right to evict a tenant as provided by law and in the lease;

(iv) a transfer to the tenant of all of the Unit owner's rights to use of the Common Elements;

(v) an assignment to the Association of, and delegation of the right to collect payment of, all rents payable by the tenant to the Unit owner, to the extent of any unpaid assessments due from the Unit owner to the Association from time to time; and

(vi) any other provisions required by law, it being the responsibility of each Residential Unit owner to be familiar and to comply with the Condo Act and with all other applicable laws and regulations, as well as any and all restrictions and requirements imposed by lenders having or considering a security interest in such Unit.

In addition, it shall be the responsibility of each Residential Unit owner to provide his, her or its tenants with copies of this Declaration, the Association's current bylaws, and any Association rules and regulations promulgated from time to time by the Board.

(f) Notice of Lease Agreements. The Board shall be provided with a copy of all proposed leases within seven (7) days prior to the effective date thereof, in order to ensure compliance with this provision. In the event that a lease is disapproved, the Board shall notify the Unit owner of the reasons for such disapproval and any actions necessary to bring the lease into compliance herewith. In addition, within ten (10) days after executing a lease agreement for the lease of a Residential Unit, the Unit owner shall provide the Board with a copy of the lease and the name of each person other than the tenant(s) named therein who will occupy the Unit pursuant thereto.

(g) Number and Designation of Occupants. The maximum number of occupants in a Residential Unit shall be limited to one (1) person per three hundred (300) square feet of heated and cooled space as shown on the Floor Plans, subject to written requests for variances where the same are necessary to comply with the Fair Housing Amendments Act of 1988 and any related laws and regulations. In the case of any Residential Unit which is owned by a legal entity other than a natural person, the said owner shall identify to the Board, in writing, the persons who are authorized to occupy the Unit, which designation may not be changed more frequently than once every six (6) months.

**13. Sale of Residential Units.** No less than seven (7) days prior to the sale or other transfer of a Residential Unit, the owner thereof shall give written notice of the same to the Board, including the name and address of the intended transferee and such other information as the Board may reasonably request. In addition, the transferee of a Residential Unit shall give written notice to the Board of his or her ownership of the Unit within seven (7) days after acquiring title. Any Residential Unit owner who fails to give proper notice of any intended or actual transfer, as the case may be, shall be liable to the Board for any and all costs associated with such failure of notice, which costs may be assessed against the Unit, its transferor and/or its transferee.

**14. Disclosures.** By acquisition of title to or possession of any Unit, each Unit owner and occupant hereby understands and acknowledges the following:



(a) Because the Units share walls, floors and ceilings with other Units and with the Common Elements, it is likely that noise and vibration will be detectable between Units and between the Units and the Common Elements.

(b) The Condominium is located in a densely populated urban area and is in close proximity to commercial properties and high-volume traffic corridors. It shall be the responsibility of each Unit owner and occupant, and potential owners and occupants, to become familiar with the neighborhood in which the Condominium is located, including periodic festivals, sports and entertainment activities, and other events which may affect the use and enjoyment of the Unit.

(c) Certain portions of the roof of the Condominium building are not a part of the Condominium. Said areas are described in Exhibit "B" as part of the Additional Property. It shall be the responsibility of each Unit owner and occupant, and potential owners and occupants, to review and to become familiar with the various rights and obligations associated with the Additional Property owner's use and ownership of the said areas, as contained throughout this Declaration. Unless and until the submission of any portion or all of the Additional Property, the Declarant and its successors and assigns shall have exclusive use and enjoyment of the Additional Property, including but not limited to the exclusive right to develop the same and right to any and all income derived from the same in whatever form or manner the same may be earned through use, development, operation and ownership of the same.

(d) No transferee of any Unit shall acquire any "air rights" or easements for light or air appurtenant to his or her ownership of such Unit. The views from any Unit or from the Common Elements are subject to change over time due to development and other eventualities.

(e) The zoning of the Condominium property and of neighboring properties is subject to change. It shall be the responsibility of each Unit owner and occupant, and potential owners and occupants, to become familiar with all applicable and proposed zoning ordinances affecting the Property and neighboring properties.

(f) The Floor Plans and any dimensions or square footage calculations shown thereon are approximations. It is the responsibility of each Unit owner and occupant to investigate such measurements for purposes of determining the accuracy thereof.

(g) Portions of the Condominium may be undergoing substantial renovation by Declarant, both prior to and after the sale and/or occupancy of other portions of the Condominium. Said renovation activities may result in unusual levels of noise, smoke, dust and odors, none of which shall be deemed a nuisance or a violation of this Declaration for so long as Declarant owns a Unit.

(h) The Declarant and/or the Association may, from time to time, provide measures of security on the Condominium property; however, neither the Declarant nor the Association is a provider of security, and neither shall have any duty to provide security on the Condominium property. The obligation to provide security lies solely with each Unit owner individually. The Association shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

(i) Certain portions of the Commercial Unit, the parking deck and surface parking lots, are subject to flooding during unusual levels of rainfall, due to deficiencies in stormwater runoff systems owned and maintained by the City of Atlanta. The Declarant has taken all reasonable steps to inform the city of these deficiencies and shall not be liable under any circumstances for damage or injury to any Unit owner or occupant, guest or invitee which results from any such flooding.

(k) The Condominium includes a back-up generator which provides emergency electricity to the elevators and other Common Elements, but which also provides electricity to emergency lighting in certain Units. No Unit owner or occupant shall make any claim against the Declarant or the Association on account or by virtue of the benefit derived by any owner or occupant whose Unit utilizes the back-up generator in this manner, despite the same being operated and maintained as a Common Expense of all Unit owners.

(a) **Unit Owner Easements.** Each owner of a Unit, and such owner's tenants, occupants and guests, where applicable, shall have the following rights and easements, which shall be appurtenant to and shall pass with the title to such Unit:

(ii) in the case of Residential Unit owners, a non-exclusive easement over and upon any and all Common Elements which have not been assigned as Limited Common Elements to any other Unit or Units, subject only to other restrictions set forth elsewhere herein and to the right of the Board to promulgate and enforce reasonable rules and restrictions governing the use thereof;

(iv) any and all other easements and other such rights as provided under the Condo Act or any other applicable law.

(c) Easements in Favor of the Additional Property Owner. There is reserved to Declarant and its successors and assigns, including any purchaser of the Additional Property, a non-exclusive easement upon, across, above and under all property within the Condominium (including the Common Elements and Limited Common Elements) for purposes of enjoying, operating, maintaining and developing the Additional Property, whether or not the same or any portion thereof is ever submitted as part of the Condominium. In accordance therewith and until such time as Declarant or its successors records an amendment to the Declaration effecting the submission of the Additional Property (which is

not required), then it shall be expressly permissible for Declarant and its successors and assigns to maintain and carry on, upon such portions 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 enjoyment, operation, maintenance and development of the Additional Property, including, but without limitation, the following:

(i) the right of access, ingress and egress for vehicular and pedestrian traffic over, under, in or upon the Condominium property;

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

(iii) the right to improve, renovate and/or reconstruct the portion of the Condominium property situated beneath the Additional Property, including but not limited to the permanent installation, construction, use, maintenance, repair, and replacement of any and all supports, means of support, load-bearing structures and appurtenances as are called for given the nature and extent of the improvements located, or in the plans and specifications for any improvements to be located, in the Additional Property, or as may from time to time become necessary or appropriate in connection with the enjoyment, operation, development and maintenance of the Additional Property; provided that the said support facilities shall be constructed, rebuilt, repaired, replaced and maintained by the Additional Property Owner so as to ensure proper support and minimize damage to the Condominium property;

(iv) the right to make permanent, minor encroachments over the boundary lines between the Additional Property and the Condominium property, which shall consist of an area no more than three (3) feet from any and every such boundary line, created by the construction, reconstruction, renovation, or improvement of the Additional Property, or the settling, shifting, or other causes of movement of any improvements now or hereafter located upon the Additional Property, so long as any such encroachments do not substantially interfere with the Condominium property;

(v) the rights of contractors, subcontractors and other permittees of the Additional Property Owner (and their respective employees, representatives and equipment) to make temporary encroachments over the boundary lines between the Additional Property and the Condominium property, to the extent reasonably necessary to improve, construct, renovate, repair, and maintain the Additional Property, or any part thereof; provided, however, that (1) the Additional Property Owner shall exercise its rights under this section in such a manner as to minimize disruption of the quiet enjoyment, use, and operation of the Condominium property; (2) any access and encroachment activities permitted by this section shall be completed as soon as practicable once commenced; and (3) no easement is herein granted to the Additional Property Owner for the permanent storage of materials or equipment upon the Condominium property;

(vi) the rights of the Additional Property Owner and its permittees to emergency ingress, egress and access over the Condominium property, said rights being



over which it and its permittees have easement rights, pursuant to this and any other instruments executed by the Additional Property Owner and the Association, calculated as all such expenses multiplied by a fraction, the numerator of which is the total square footage of the heated and cooled space located in the Additional Property, once completed, and the denominator of which is the total square footage of the heated and cooled space within the Additional Property and the Condominium property. In the fourth quarter of each calendar year, the Association shall provide the Additional Property Owner with a budget of the anticipated expenses and costs associated with operating, repairing and maintaining the Common Elements, including but not limited to the cost to maintain security, if any, the cost of utilities, and all property taxes, impact fees and assessments. The Additional Property Owner shall pay its percentage share of such expenses, as so calculated, pursuant to the budget provided by the Association. In the event that the Additional Property Owner does not pay its said percentage share of expenses within thirty (30) days of being billed therefor, the Association may pay the delinquent obligations and obtain reimbursement for such amounts immediately upon notice to the Additional Property Owner.

(e) Easement and Use Rights Granted by the Declarant. For so long as Declarant has an option unilaterally to subject Additional Property to this Declaration as provided in Paragraph 20, Declarant shall have an easement and the right to grant to persons who are not members of the Association, but who are residents of the Additional Property, the right to use the Condominium Common Elements, including, without limitation, recreational facilities. The extent and duration of such use shall be determined solely by Declarant.

Declarant hereby expressly reserves unto itself, its successors and assigns, a non-exclusive, perpetual right, privilege and easement with respect to the Condominium for the benefit of Declarant, its successors, assigns and the above-discussed nonmember users, over, under, in and/or on the Condominium (including, without limitation, the above-described recreational facilities), for the purposes of taking all actions related to or connected with the granting of nonmember use and the use by such nonmembers as described above. The right, privilege and easement shall include, without limitation, the right of access, ingress, use and egress of and to the above-described recreational facilities and the right of access, ingress, use and egress for vehicular and pedestrian traffic over, under, on or in the Condominium roads, parking areas and walkways.

(f) Association Easement for HVAC Maintenance. Notwithstanding anything to the contrary contained elsewhere herein, the Association, acting through its Board of Directors, management company, contractors or other representatives and designees, shall have an easement over, through and across the following Units: 101, 102, 104 and 111. The purpose of this easement shall be for maintenance and repair of the condenser units and related air conditioning equipment which are installed adjacent to the said Units and accessible through these Units. Except in emergency situations, these easement rights will be exercised only during daytime hours and with as much advance notice as possible under the circumstances of each situation in which the Association needs or desires access to the said equipment. Each owner and occupant of the said Units will ensure that the Association has keys, security codes, and any other materials and information necessary to gain access to the Unit, solely for purposes of this easement, in the event the owner or occupant is not present to provide the necessary access.

16. Amendments. Except for amendments which require any greater or lesser vote of the Association as provided elsewhere herein or in the Bylaws, or which require only the approval of the Board, this Declaration may only be amended by the affirmative vote of at least sixty-seven percent (67%) of the total eligible vote of the members of the Association at any annual meeting, or any special meeting called for that purpose, or by written consent of the members in lieu of a meeting to the extent permitted by the

Bylaws, subject to Section 44-3-93 of the Condo Act. In addition, any amendment hereto shall require the consent of Declarant as long as Declarant owns a Unit. All amendments, to be effective, shall be executed by the Association, in recordable form, and filed in the Fulton County, Georgia real estate records.

17. **Eminent Domain.** The Association shall have the right to represent the Unit owners in any eminent domain or condemnation proceedings, and to apply the proceeds of any taking, or sale in lieu thereof, in any manner not prohibited by the Condo Act or any other applicable law. Nothing contained herein shall be construed as giving any Unit owner or other person priority over any Mortgagee to any condemnation awards for the taking of any portion or all of the Common Elements

18. **Special Provisions Applicable to Mortgage Holders.**

(a) **Rights of Mortgage Holders.** The approval or consent of no less than sixty-seven percent (67%) of the holders of first-priority Mortgages on Units (or owners of any unencumbered Units) shall be required for any of the following acts of the Association or the Unit owners:

- (i) voluntary or inadvertent abandonment or termination the Condominium;
- (ii) modification of the pro rata interest or obligations of any individual Unit for the purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or determining the pro rata share of ownership of each Unit in the Common Elements other than in the case of expansion of the Condominium as provided in Paragraph 20 hereof;
- (iii) partition or subdivision of any Unit in any manner inconsistent with the provisions of this Declaration;
- (iv) voluntary or inadvertent abandonment, partition, subdivision, encumbrance, sale or transfer of the Common Elements or any portion thereof, other than the granting of easements or licenses as authorized herein; or
- (v) the use of hazard insurance proceeds for losses to any portion of the Condominium (whether to Units or to Common Elements) for any purposes other than the repair, replacement, or reconstruction of the same.

In addition to the above, material amendments to this Declaration must be approved by the holders of first-priority Mortgages on Units which represent at least fifty-one percent (51%) of the votes of Units that are subject to Mortgages. Material amendments are those which establish, provide for, govern or regulate any of the following:

- (i) Voting;
- (ii) Assessments, assessment liens or subordination of such liens;
- (iii) Reserves for maintenance, repair and replacement of the Common Elements;
- (iv) Insurance or fidelity bonds;
- (v) Rights to use of the Common Elements;
- (vi) Responsibility for maintenance and repair of the Condominium;
- (vii) Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;
- (viii) Boundaries of any Unit;
- (ix) The interests in the Common Elements or Limited Common Elements;

- (x) Convertibility of Units into Common Elements or of Common Elements into Units;
- (xi) Leasing of Residential Units;
- (xii) Imposition of any right of first refusal or similar restriction on the right of a Unit owner to sell, transfer, or otherwise convey his or her Unit in the Condominium;
- (xiii) Establishment of self-management by the Association where professional management has been required by any of the agencies or corporations set forth below; and
- (xiv) Amendment of any provisions which are for the express benefit of holders, insurers or guarantors of first-priority Mortgages on Units in the Condominium.

Notwithstanding the foregoing, Declarant or the Board, without the necessity of approval by Mortgagees or Unit owners, may amend this Declaration to correct any scrivener's errors, to comply with any applicable state, city or federal law, and/or to bring the Condominium into compliance with applicable rules and regulations of the Federal National Mortgage Association, the Department of Housing and Urban Development or the Veterans Administration pursuant to federal law.

The provisions of this Section 18(a) shall not be construed to reduce the percentage vote that must be obtained from Mortgagees or Unit owners where a larger percentage vote is otherwise required by the Condo Act, the Association bylaws or this Declaration for any of the acts listed above. Any action to challenge the validity of an amendment adopted under this Section 18 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.

(b) Liability for Prior Assessments. Where the holder of a first Mortgage of record, a secondary purchase money Mortgage of record (provided that neither the grantee nor any successor grantee on the secondary purchase money Mortgage is the seller of the Unit) or other purchaser of a Unit obtains title pursuant to judicial or nonjudicial foreclosure of the Mortgage, it shall not be liable, nor shall the Unit be subject to a lien, for the share of the common expenses or assessments by the Association chargeable to such Unit which became due prior to such acquisition of title. Such unpaid share of common expenses or assessments shall be deemed common expenses collectible from the owners of all Units (including said owner and its successors and assigns) in proportion to their respective liability for common expenses generally. Nothing contained herein shall be construed as limiting or abating said owner's responsibility for assessments and other charges accruing subsequent to the passage of title, including, but not limited to, all charges for the month in which title is passed.

(c) Request for Notice by Insurer, Guarantor or Mortgage Holder. Any insurer, guarantor or holder of a first-priority Mortgage on any Unit, upon written request to the Association, shall be entitled to timely written notice of the following at the address specified in such written request:

(i) any proposed amendment of this Declaration or the Association bylaws effecting a change in the boundaries of any Unit or the exclusive easement rights appertaining thereto, the interests in the Common Elements or Limited Common Elements appertaining to any Unit or the liability for Common Expenses appertaining thereto, the number of votes in the Association appertaining to any Unit, or the purposes to which any Unit or the Common Elements are restricted;

(ii) any proposed termination of the Condominium;

(iii) any condemnation or casualty loss which affects said Unit or a material portion of the Condominium;

(iv) any delinquency in the payment of assessments or charges owed by the owner(s) of said Unit, or any other default in the performance of any other obligation hereunder, which is not cured within sixty (60) days;

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

(vi) any proposed action which requires the consent of a specified percentage of Mortgagees, as set forth herein or in the Condo Act.

In addition, upon written request any holder of a first-priority Mortgage shall be entitled to a copy of the financial statement of the Association for the immediately preceding fiscal year.

(d) De Facto Approval and Consent. To the extent permitted by the Condo Act, if any Mortgagee of a Unit receives notice from the Association or the Unit owner of any amendment to this Declaration or other action affecting the Unit and/or the Common Elements, and fails to respond to the same within thirty (30) days of the date of such notice, then such Mortgagee shall be deemed to have approved such amendment or other action, notwithstanding anything to the contrary contained herein, provided that such request was delivered to the Mortgagee by registered or certified mail, return receipt requested, or by statutory overnight delivery.

(e) No Derogation of Rights. Notwithstanding anything to the contrary contained in Sections 12 or 13 above or elsewhere in this Declaration, nothing contained herein shall impair the right of any holder of a first-priority Mortgage to foreclose or take title to a Unit pursuant to remedies contained in its security instruments, to take a deed or assignment in lieu of foreclosure, or to sell, lease, or otherwise dispose of a Unit thus acquired by the Mortgagee. In addition, nothing contained herein or in any rules or regulations of the Association shall be deemed to limit in any way the rights of Mortgagees as set forth in the Condo Act and any other applicable laws.

**19. Declarant Rights.** In addition to each and every other right and privilege reserved by or granted to the Declarant as set forth in the Condo Act and/or elsewhere in this Declaration, the Declarant shall have the following rights and privileges. The terms of this Section 19 shall in no respect be construed as limiting or superceding any such other rights and privileges as set forth in the Condo Act, or elsewhere herein, or in the Bylaws or otherwise.

(a) Construction and Sale Period. Notwithstanding any provisions in this Declaration or the Bylaws to the contrary, as long as Declarant owns any Unit primarily for purpose of sale or lease, it shall be expressly permissible for Declarant and its agents, contractors and representatives, to maintain and carry on, upon such portions of the Condominium as Declarant may desire, such facilities and activities as in the sole opinion of Declarant may be required, convenient, or incidental to Declarant's development, construction and sales activities related to the Condominium property, including, without limitation, the right of access, ingress and 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 to 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; the right to carry on sales and promotional activities in the Condominium; and the right to construct and operate business offices, signs,





No assurances are made that any improvements will be made on all or any portion of the Additional Property that may be submitted to the Declaration. The Additional Property shall not necessarily be restricted exclusively to residential use, but shall be subject only to uses allowed by applicable Zoning Ordinances. No assurances are made that the units which may be built on all or any portion of the Additional Property will be substantially identical to the Units on the submitted property in any way whatsoever, including but not limited to the quality of construction, the principal materials to be used in such construction and architectural style. All improvements to be located on each portion of the Additional Property that is being submitted to the Condominium shall be substantially complete prior to its submission to the Condominium. The Declarant shall have the right to assign Limited Common Elements on the Additional Property, which may include Limited Common Elements different from those assigned in this Declaration and there shall be no limitations on the right to assign Limited Common Elements on the Additional Property. In addition, in the event that the Additional Property is added to the Condominium, Declarant shall have the right, but not the obligation, to assign portions of the existing Condominium as Limited Common Elements to some or all of the Units existing as of the date of recording of this Declaration. The undivided interests in the Common Elements are allocated among the Condominium Units on the submitted property on the basis of the square footage of each Unit in comparison to the square footage of all Units, and, upon the expansion of the Condominium to include any portion of the Additional Property, shall be reallocated among the Condominium Units on the submitted property and the Additional Property on the same basis.

Any expansion under this Paragraph shall be effected by Declarant's unilaterally executing and recording any and all amendments to this Declaration, plats and/or floor plans required by the Condo Act, which shall reflect any differences in the subsequent phase or phases as contemplated by this Paragraph, all at Declarant's sole expense. The Condominium Units thereby created and added, if any, shall be owned by Declarant, but the Common Elements (including any Common Elements created by the submission of Additional Property) shall be owned by all of the Unit owners.

## **21. Miscellaneous.**

(a) **Notice.** Any notice to the owner or occupant of a Residential Unit which is provided for in this Declaration may be served personally or mailed to the owner or occupant at the address of the Unit.

(b) **Enforcement.** The provisions of this Declaration are for the benefit of the owners of Units in the Condominium and, in addition to the enforcement rights of the Association, these provisions may be enforced by any such owner. However, any claim or dispute with regards to any Unit or Units, as opposed to the Common Elements, must be prosecuted solely by the owners of said Unit or Units individually, rather than by the Association on their behalf.

(c) **Governing Law.** This Declaration shall be governed by and construed under the laws of the State of Georgia.

(d) **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. To this end, the provisions of this Declaration are declared to be fully severable.

(e) **Headings.** The headings and captions of each section and subsection hereof, as to the contents of each such section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to such section or subsection.

(f) **Definitions.** All capitalized terms not herein defined shall have the meanings as specified in the Georgia Condo Act, or if not defined therein, then such terms shall have their generally accepted meanings.

(g) **Preparer.** This Declaration was prepared by Chad Henderson, Esq. of Ganek, Wright & Dobkin, 197 Fourteenth Street, Suite 300, Atlanta, Georgia 30318.

(h) **Duration.** The provisions of this Declaration are perpetual in nature and are not terminable except by written consent of owners and Mortgagees of Units to which eighty percent (80%) of the total vote in the Association appertain, in recordable form, duly recorded in the Fulton County real estate records.

IN WITNESS WHEREOF, the Declarant has executed this Declaration of Condominium on this, the 3rd day of March, 2005.

**DECLARANT:**

**PARC VUE CONDO DEVELOPMENT, LLC**  
a Georgia limited liability company

Signed, sealed and delivered  
in the presence of:

Adina D. Ware  
Witness

[Signature]  
Notary Public

By: [Signature] (SEAL)  
Herman J. Russell,  
Sole Member and Manager



EXHIBIT "A"

Description of Submitted Property

ALL THAT TRACT OR PARCEL of land lying and being in Land Lot 106 of the 17th District, Fulton County, Georgia, and being more particularly described as follows:

BEGINNING AT A punch-hole found on the southerly right-of-way line of 13th Street (R/W varies), at a point located 177.08 feet westerly from the intersection of the said right-of-way line with the westerly right-of-way of Piedmont Avenue, said point being the POINT OF BEGINNING;

FROM SAID POINT OF BEGINNING, running thence South 00 degrees 13 minutes 46 seconds West a distance of 103.12 feet to a point; running thence North 88 degrees 30 minutes 46 seconds West a distance of 50.55 feet to a point; running thence South 00 degrees 32 minutes 41 seconds West a distance of 73.15 feet to a point; running thence North 87 degrees 20 minutes 58 seconds West a distance of 48.33 feet to a point; running thence North 88 degrees 56 minutes 10 seconds West a distance of 45.03 feet to a point; running thence North 88 degrees 57 minutes 36 seconds West a distance of 44.66 feet to a point; running thence North 88 degrees 02 minutes 28 seconds West a distance of 45.48 feet to a point; running thence North 01 degrees 05 minutes 08 seconds East a distance of 176.56 feet to a point on the southerly right-of-way of 13th Street; running thence South 88 degrees 20 minutes 40 seconds East along the said right-of-way line of 13th Street, a distance of 45.44 feet to a point; running thence South 88 degrees 24 minutes 40 seconds East along the said right-of-way line, a distance of 90.14 feet to a point; running thence South 88 degrees 17 minutes 20 seconds East a distance of 46.23 feet to a point; running thence South 87 degrees 55 minutes 15 seconds East a distance of 50.00 feet to a point on the southerly right-of-way of 13th Street and the Point of Beginning; according to that certain plat of survey dated 10-21-04, prepared by Bruce W. Hamilton, RLS, Travis Pruitt and Associates, Inc.

LESS AND EXCEPT, the property described on Exhibit B to this Declaration.

**EXHIBIT "B"**

Deed Book 39514 Pg 518

**Description of Additional Property**

ALL THAT TRACT OR PARCEL of land lying and being in Land Lot 106 of the 17th District, Fulton County, Georgia, commencing at that certain elevation from sea level shown and depicted as "Roof" or "Main Roof/Penthouse Upper Level Fin. Slab" on the Elevation and the Building Section pages of those certain Floor Plans for Parc Vue Midtown Condominium recorded on March 3, 2005 in Condominium Floor Plan Book 30, Pages 378-429, Fulton County, Georgia land records, within the following perimetric boundaries:

BEGINNING AT A punch-hole found on the southerly right-of-way line of 13th Street (R/W varies), at a point located 177.08 feet westerly from the intersection of the said right-of-way line with the westerly right-of-way of Piedmont Avenue, said point being the POINT OF BEGINNING;

FROM SAID POINT OF BEGINNING, running thence South 00 degrees 13 minutes 46 seconds West a distance of 103.12 feet to a point; running thence North 88 degrees 30 minutes 46 seconds West a distance of 50.55 feet to a point; running thence South 00 degrees 32 minutes 41 seconds West a distance of 73.15 feet to a point; running thence North 87 degrees 20 minutes 58 seconds West a distance of 48.33 feet to a point; running thence North 88 degrees 56 minutes 10 seconds West a distance of 45.03 feet to a point; running thence North 88 degrees 57 minutes 36 seconds West a distance of 44.66 feet to a point; running thence North 88 degrees 02 minutes 28 seconds West a distance of 45.48 feet to a point; running thence North 01 degrees 05 minutes 08 seconds East a distance of 176.56 feet to a point on the southerly right-of-way of 13th Street; running thence South 88 degrees 20 minutes 40 seconds East along the said right-of-way line of 13th Street, a distance of 45.44 feet to a point; running thence South 88 degrees 24 minutes 40 seconds East along the said right-of-way line, a distance of 90.14 feet to a point; running thence South 88 degrees 17 minutes 20 seconds East a distance of 46.23 feet to a point; running thence South 87 degrees 55 minutes 15 seconds East a distance of 50.00 feet to a point on the southerly right-of-way of 13th Street and the Point of Beginning; according to that certain plat of survey dated 10-21-04, prepared by Bruce W. Hamilton, RLS, Travis Pruitt and Associates, Inc.;

LESS AND EXCEPT all ladders, stairs and stairwells, parapets and parapet walls, built-up roofing, roof drains, insulation, roofing materials and roof decking, trash chutes and related equipment, concrete beams and columns, elevator shafts, machine and mechanical rooms and structures, gutters, downspouts, splashblocks, trusses and gables, standing seam roof structures, all portions of Units 1207 and 1209, and any and all other structures and improvements (other than any radio or cell phone towers and related equipment, substitutes and replacements thereof), as shown and depicted on the Floor Plans for Parc Vue Midtown Condominium recorded on March 3, 2005 in Condominium Floor Plan Book 30, Pages 378-429, Fulton County, Georgia land records.

**EXHIBIT "C"**

**Undivided Percentage Interest in the Common Elements  
and Liabilities for Common Expenses**

Unit No.	Unit Type	Percentage*
101	Seurat	0.90%
102	Cezanne	0.70%
103	Gauguin	0.55%
104	Gauguin	0.55%
105	Van Gogh 2	1.00%
106	Morisot	0.50%
107	Manet Studio	0.50%
109	Manet Studio	0.50%
110	Morisot	0.50%
111	Van Gogh 2	1.00%
201	Seurat	0.90%
202	Cezanne	0.70%
203	Gauguin	0.55%
204	Gauguin	0.55%
205	Van Gogh 2	1.00%
206	Morisot	0.50%
207	Manet	0.65%
208	Renoir	0.80%
209	Manet	0.65%
210	Morisot	0.50%
211	Van Gogh 2	1.00%
212	Degas	0.95%
301	Seurat	0.90%
302	Cezanne	0.70%
303	Gauguin	0.55%
304	Gauguin	0.55%
305	Van Gogh	0.90%
306	Morisot	0.50%
307	Manet	0.65%
308	Renoir	0.80%
309	Manet	0.65%
310	Morisot	0.50%
311	Van Gogh 2	1.00%
312	Degas	0.95%
401	Seurat	0.90%
402	Cezanne	0.70%
403	Gauguin	0.55%

Deed Book 39514 Pg 520

Unit.No.	Unit Type	Percentage*
404	Gauguin	0.55%
405	Van Gogh	0.90%
406	Morisot	0.50%
407	Manet	0.65%
408	Renoir	0.80%
409	Manet	0.65%
410	Morisot	0.50%
411	Van Gogh	0.90%
412	Degas	0.95%
501	Seurat	0.90%
502	Cezanne	0.70%
503	Gauguin	0.55%
504	Gauguin	0.55%
505	Pissarro	0.60%
506	Morisot	0.50%
507	Manet	0.65%
508	Renoir	0.80%
509	Manet	0.65%
510	Morisot	0.50%
511	Van Gogh	0.90%
512	Degas	0.95%
601	Seurat	0.90%
602	Cezanne	0.70%
603	Gauguin	0.55%
604	Gauguin	0.55%
605	Pissarro	0.60%
606	Morisot	0.50%
607	Manet	0.65%
608	Renoir	0.80%
609	Manet	0.65%
610	Morisot	0.50%
611	Van Gogh	0.90%
612	Degas	0.95%
701	Seurat	0.90%
702	Cezanne	0.70%
703	Gauguin	0.55%
704	Gauguin	0.55%
705	Pissarro	0.60%
706	Morisot	0.50%
707	Manet	0.65%

**EXHIBIT "C" continued**

Unit No.	Unit Type	Percentage*
708	Renoir	0.80%
709	Manet	0.65%
710	Morisot	0.50%
711	Van Gogh	0.90%
712	Degas	0.95%
801	Seurat	0.90%
802	Cezanne	0.70%
803	Gauguin	0.55%
804	Gauguin	0.55%
805	Pissarro	0.60%
806	Morisot	0.50%
807	Manet	0.65%
808	Renoir	0.80%
809	Manet	0.65%
810	Morisot	0.50%
811	Van Gogh	0.90%
812	Degas	0.95%
901	Seurat	0.90%
902	Cezanne	0.70%
903	Gauguin	0.55%
904	Gauguin	0.55%
905	Pissarro	0.60%
906	Morisot	0.50%
907	Manet	0.65%
908	Renoir	0.80%
909	Manet	0.65%
910	Morisot	0.50%
911	Van Gogh	0.90%
912	Degas	0.95%
1001	Seurat	0.90%
1002	Cezanne	0.70%
1003	Gauguin	0.55%
1004	Gauguin	0.55%
1005	Pissarro	0.60%
1006	Morisot	0.50%
1007	Manet	0.65%
1008	Renoir	0.80%
1009	Manet	0.65%
1010	Morisot	0.50%
1011	Van Gogh	0.90%



**EXHIBIT "C" continued**

<b>Unit No.</b>	<b>Unit Type</b>	<b>Percentage*</b>
1012	Degas	0.95%
1101	Seurat	0.90%
1102	Cezanne	0.70%
1103	Gauguin	0.55%
1104	Gauguin	0.55%
1105	Pissarro	0.60%
1106	Morisot	0.50%
1107	Manet	0.65%
1108	Renoir	0.80%
1109	Manet	0.65%
1110	Morisot	0.50%
1111	Van Gogh	0.90%
1112	Degas	0.95%
1201	Penthouse	4.35%
1207	D'Orsay	1.50%
1208	Renoir	0.80%
1209	Louvre	1.50%
1210	Morisot	0.50%
1211	Van Gogh	0.90%
CU-1	Commercial Unit	0.05%
		<b>100.00%</b>

\* NOTE: Each unit is allotted one (1) vote regardless of ownership percentage.

**EXHIBIT "D"**

Deed Book 39514 Pg 523  
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

**Parking Space Assignments**

Unit No.	Parking Space(s)
101	47-48
102	3
103	4
104	5
105	6-7
106	8
107	9
109	10
110	11
111	1-2
201	49-50
202	12
203	13
204	14
205	51-52
206	15
207	16
208	53-54
209	17
210	18
211	55-56
212	57-58
301	19-20
302	23
303	24
304	25
305	122-123
306	26
307	27
308	61-62
309	28
310	29
311	63-64
312	59-60
401	30-31
402	32
403	33
404	35
405	126-127
406	36
407	37
408	38-39
409	40
410	41

**EXHIBIT "D" continued**

<b>Unit No.</b>	<b>Parking Space(s)</b>
411	143-144
412	42-43
501	44-45
502	155
503	46
504	74
505	73
506	72
507	71
508	69-70
509	68
510	67
511	65-66
512	145-146
601	141-142
602	177
603	194
604	75
605	76
606	77
607	78
608	139-140
609	79
610	80
611	137-138
612	135-136
701	133-134
702	104
703	81
704	82
705	83
706	84
707	86
708	87-88
709	89
710	90
711	91-92
712	93-94
801	21-22
802	85
803	95
804	96
805	97
806	98
807	99
808	101-102

**EXHIBIT "D" continued**

Deed Book 39514 Pg 525  
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

Unit No.	Parking Space(s)
809	100
810	103
811	105-106
812	107-108
901	109-110
902	192
903	111
904	112
905	34
906	113
907	114
908	115-116
909	117
910	118
911	128-129
912	130-131
1001	183-184
1002	176
1003	119
1004	120
1005	121
1006	124
1007	125
1008	179-180
1009	181
1010	187
1011	188-189
1012	152, 153
1101	174-175
1102	193
1103	178
1104	182
1105	147
1106	150
1107	132
1108	190-191
1109	151
1110	154
1111	185-186
1112	148-149
1201	158-166
1207	167-168
1208	156-157
1209	172-173
1210	171
1211	169-170

**BYLAWS  
OF  
PARC VUE MIDTOWN CONDOMINIUM ASSOCIATION, INC.**

**ARTICLE I  
GENERAL**

1.01 **Applicability.** These Bylaws provide for the organization and governance of The Parc Vue Midtown Condominium Association, Inc., in accordance with the Georgia Nonprofit Corporation Code, O.C.G.A. § 14-3-101, *et seq.* (the "Nonprofit Corporation Code"), the Georgia Condominium Act, O.C.G.A. 44-3-70, *et seq.* (the "Condo Act"), the Articles of Incorporation for the Association, filed with the Georgia Secretary of State (the "Articles"), and the Declaration of Condominium for Parc Vue Midtown Condominium (the "Condominium"), filed in the real estate records of Fulton County, Georgia (the "Declaration"), all as may be amended from time to time.

1.02 **Name.** The name of the corporation is The Parc Vue Condominium Association, Inc. (the "Association").

1.03 **Definitions.** All capitalized terms used herein shall have the meanings as specified in the Declaration, or if not defined therein, then as specified in the Nonprofit Corporation Code, or if not defined therein, then such terms shall have their generally accepted meanings.

1.04 **Registered Office.** The initial registered office of the Association shall be as set forth in the Articles, as the same may be amended from time to time.

**ARTICLE II  
MEMBERSHIP AND MEETINGS OF THE MEMBERS**

2.01 **Membership.** Each owner of a Unit in the Condominium (a "Unit Owner," and collectively the "Unit Owners") shall be automatically a member of the Association upon the vesting of his or her ownership of a Unit. Membership may not be assigned or transferred independent of the Unit to which it is appurtenant. Each Unit in the Condominium shall be entitled to one (1) vote, which may be exercised by the owner or owners of such Unit as they see fit. If only one owner of a Unit which is owned by more than one person casts a vote at any meeting of the members, it shall be conclusively presumed that such person is authorized to cast such vote. If two (2) or more owners of a Unit cast votes at any meeting of the members, the Association may disregard all such votes cast, provided that any such Unit may still be counted in determining whether a quorum is present at such meeting.

2.02 **Annual Meetings.** The annual meeting of the members of the Association shall be held at the registered office of the Association or at such other place as may be determined by the Board of Directors, during the fourth (4th) quarter of each fiscal year, for the purpose of electing directors and transacting such other business as may properly be brought before the meeting.

2.03 **Special Meetings.** Special meetings of the members of the Association may be called by the President of the Association, and any such meetings shall be held at the registered office of the Association or at such other place as may be designated in the notice for any such meeting. Special meetings shall be called by the President when so directed by the Board of Directors or at the request in writing of members of the Association holding, collectively, at least fifteen percent (15%) of the authorized

votes of the Association. Any such request shall state the purpose or purposes for which the meeting is to be called.

**2.04 Notice of Meetings.** Written notice of every meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given by or at the direction of the President to each member of the Association entitled to vote at such meeting. Such notice shall be delivered no less than twenty-one (21) nor more than forty-five (45) days before the date of any annual meeting. Such notice shall be delivered no less than seven (7) nor more than forty-five (45) days before the date of any special meeting. If mailed, such notice shall be deemed delivered when deposited in the United States mail with first class postage thereon prepaid, addressed to each member of the Association at his or her address as it appears in the Association's records, or if no such address exists in the Association's records, then at the address of his or her Unit.

**2.05 Waiver of Notice.** Attendance of a member of the Association at any annual or special meeting of the members, either in person or by proxy, shall constitute a waiver of notice of such meeting and of all objections to the place or time of meeting, or the manner in which it has been called or convened, except when a member attends a meeting solely for the purpose of stating such objection. Notice need not be given to any member who signs a waiver of notice, in person or by proxy, before, during or after the meeting.

**2.06 Quorum.** The holders of at least a majority of the eligible Association vote, present in person or represented by proxy, shall constitute a quorum for the transaction of business at all meetings of the members except as otherwise provided by statute, by the Articles or elsewhere in these Bylaws. When a quorum is once present at a meeting, it is not broken by the subsequent withdrawal of any of those present. Members whose voting privileges have been suspended or revoked shall not be counted in determining the presence of a quorum. If a quorum is not present or represented at any meeting of the members, a majority of the members present or represented at the meeting and entitled to vote may adjourn such meeting. When a meeting is adjourned to another time or place, it shall not be necessary to give any notice of the adjourned meeting other than an announcement at the meeting at which the adjournment is taken. If a quorum is present or represented at such adjourned meeting, any business may be transacted which might have been transacted at the meeting as originally notified. However, if the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each member of the Association entitled to vote at the adjourned meeting.

**2.07 Voting.** When a quorum is present at any meeting, a majority of the eligible Association vote shall decide any question brought before such meeting, unless the question is one upon which, by express provision of law, of the Articles or of these Bylaws, a different vote is required, in which case such express provision shall govern and control. No member shall be entitled to vote on any matters brought before the membership if such member is more than thirty (30) days delinquent in the payment of assessments or if such member's voting privileges have been suspended pursuant to these Bylaws or the Declaration. For all purposes of these Bylaws, the term "eligible Association vote" shall refer to the votes of all members of the Association whose voting privileges have not been so suspended or revoked.

**2.08 Proxy.** Any member of the Association may appear at any meeting of the members and cast his or her vote by written proxy duly executed by the member and setting forth the meeting at which, or the time period during which, the proxy is valid. All proxies must be signed and dated by the member giving the proxy. Proxies must be delivered to the Board before or at any meeting at which the same is to be used. Proxies may be revoked only by written notice delivered to the Board, except that: (a) the presence in person by any member at a meeting for which a proxy has been given by that member shall automatically

invalidate the proxy for that meeting; and (b) a proxy shall automatically be deemed invalidated by any subsequently dated proxy. Notwithstanding anything to the contrary contained herein, no member may vote by proxy if such member's voting privileges have been suspended or revoked, and no holder of a proxy may exercise that proxy if he or she is a member whose voting privileges have been suspended or revoked.

2.09 Consent of Members. Any action required or permitted to be taken at a meeting of the members of the Association may be taken without a meeting if a written consent, setting forth the action so taken, shall be signed by those persons who would be entitled to vote not less than the minimum number of votes necessary to authorize such action at a meeting at which all members entitled to vote were present and voted. Within ten (10) days following the taking of a corporate action without a meeting by less than the unanimous written consent of the members pursuant to this Section, notice shall be given to those persons or entities who were members as of the record date and who were not represented on the written consent. For purposes of this Section only, the record date shall be the date on which the consent is first executed, and the action shall be deemed taken when such consent is executed by the last necessary signature, unless another effective date is specified by the terms of such written consent. A written consent executed pursuant to this Section shall have the same force and effect as a vote at a meeting of the members represented on the executed consent. Any article or document filed with the Georgia Secretary of State referencing a member consent executed pursuant to this Section shall state, if true, that the notice required by this Section has been given.

2.10 List of Members. The Association shall keep at its registered office, a record of the owners of all Units in the Condominium, giving their names and the address of each. The officer who has charge of the books of the Association shall prepare and make, before every meeting of members of the Association or any adjournment thereof, a complete list of the members entitled to vote at the meeting or any adjournment thereof, arranged in alphabetical order, with the address of each. The list shall be produced and kept open at the time and place of the meeting and shall be subject to inspection by any member during the whole time of the meeting for the purposes thereof. The said list may be the Association's official record of members if it is arranged in alphabetical order or contains an alphabetical index.

### ARTICLE III BOARD OF DIRECTORS

3.01 Powers. Except as otherwise provided by the Declaration or any legal agreement among the members of the Association, the property, affairs and business of the Association shall be managed and directed by its Board of Directors, which may exercise all powers of the Association and do all lawful acts and things which are not by law, by the Declaration or any legal agreement among the members of the Association, by the Articles or by these Bylaws, directed or required to be exercised or done by the members. Without limiting the generality of the foregoing, the Board shall have the power to enact rules and regulations to govern use of the Condominium and the Units, consistent with the Declaration, and shall have the power to enforce the same to the greatest extent allowed under the Declaration and the Condo Act.

3.02 Selection and Qualifications. The directors shall be appointed by the Declarant, and shall serve at the pleasure of the Declarant, until the earlier of (a) the sale or transfer of a Unit by the Declarant, after which the Declarant owns less than twenty percent (20%) of the total Unit Owners' interest in the Common Elements; (b) the Declarant's relinquishment, in writing, of the right to appoint directors, or (c) three (3) years from the date of filing of the Declaration. Thereafter, the directors shall be elected by plurality vote at the annual meeting of the members of the Association, except as hereinafter provided. Directors shall be natural persons who have attained the age of eighteen (18) years. Each director must be a resident of the State of Georgia and either (a) a member in good standing of the Association, (b) the spouse of a member in good standing, (c) the tenant of a Unit owned by a member in good standing, or (d) the

BYLAWS - PAGE 4



3.09 Quorum. At all meetings of the Board or any committee of the Board, a majority of members shall constitute a quorum for the transaction of business, and the act of a majority of the members present at any meeting at which there is a quorum shall be the act of the Board or of the committee, as the case may be, except as may be otherwise specifically provided by law, by the Articles or by these Bylaws. Common or interested members may be counted in determining the presence of a quorum at a meeting of the Board or a committee, as the case may be, and a quorum is not broken by the subsequent withdrawal of any of those present. If a quorum shall not be present at any meeting of the Board or a committee, the members present at such meeting may adjourn the meeting without notice, other than announcement at the meeting, until a quorum shall be present.

3.10 Presumption of Assent. A director who is present at a meeting of the Board or any committee thereof, shall be presumed to have concurred in any action taken at the meeting, unless such director's dissent to such action shall be entered in the minutes of the meeting, or unless such director shall submit his or her written dissent to the person acting as the Secretary of the meeting before the adjournment of the meeting or shall forward such dissent by registered or certified mail to the Secretary of the Association within twenty-four (24) hours after the adjournment of the meeting. Such right to dissent shall not apply to a director or committee member who, being present at the meeting, failed to vote against such action.

3.11 Action by Consent. Unless otherwise restricted by the Articles or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board or the committee, as the case may be, consent thereto in writing, setting forth the action so taken, and the writing or writings are filed with the minutes of the proceedings of the Board or committee. Such consent shall have the same force and effect as a vote taken at a meeting of the Board or the committee, as the case may be.

3.12 Removal of Directors. At any meeting of the members of the Association with respect to which notice of such purpose has been given, any director may be removed from office, with or without cause, by a majority of the eligible Association vote, and his or her successor may be elected at the same or any subsequent meeting of the members; provided that to the extent any vacancy created by such removal is not filled by such an election within sixty (60) days after such removal, the remaining directors shall, by majority vote, fill any such vacancy.

3.13 Compensation of Directors. Directors shall not be entitled to compensation, but may be reimbursed for authorized expenses reasonably incurred either on behalf of the Association or in connection with the performance of their duties as directors.

#### ARTICLE IV OFFICERS

4.01 Designation. The officers of the Association shall be chosen by the Board of Directors and shall include a President, a Secretary and a Treasurer. Any number of offices may be held by the same person. The Board of Directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board. Election or appointment of an officer shall not of itself create any contract or other rights to such office or to any compensation payable by virtue thereof.

4.02 Qualifications. Officers shall be natural persons who have attained the age of eighteen (18) years. Officers must be members of the Board of Directors of the Association.

4.03 Compensation. The officers of the Association shall not be entitled to any compensation, but may be reimbursed for authorized expenses reasonably incurred either on behalf of the Association or in connection with the performance of their duties as officers.

4.04 Term of Office. Unless otherwise provided by resolution of the Board of Directors, the principal officers shall be chosen annually by the Board at the first meeting of the Board following the annual meeting of members of the Association, or as soon thereafter as is conveniently possible. Each officer shall serve for a term of one (1) year, or until his or her successor shall have been chosen and qualified, or until his or her death, resignation or removal.

4.05 Removal. Any officer may be removed from office at any time, with or without cause, by action of the Board of Directors whenever in its judgment the best interest of the Association will be served thereby.

4.06 Vacancies. Any vacancy in an office resulting from any cause may be filled by the Board of Directors at its annual meeting or at a special meeting called for such purpose.

4.07 Powers and Duties. Except as hereinafter provided, the officers of the Association shall each have such authority and perform such duties in the management of the Association as usually appertain to such officers of nonprofit corporations, except as may be otherwise prescribed by the Board of Directors. In addition, the Board may grant special powers or authority to any officer or officers by resolution or other action.

(a) President. The President of the Association shall exercise general supervision and control over all the business and affairs of the Association, shall see that all resolutions of the Board of Directors are carried into effect, and shall supervise the carrying out by the other officers of their respective duties.

(b) Secretary. The Secretary of the Association shall be the custodian of and shall maintain the corporate books and records of the Association; shall be the recorder of the Association's formal actions and transactions; shall attend all meetings of the Board of Directors and of the members; shall record all proceedings of such meetings in a book to be kept for that purpose; and shall give or cause to be given notice of all meetings of the members, all special meetings of the Board of Directors, and as otherwise required by law, the Articles or these Bylaws.

(c) Treasurer. The Treasurer of the Association shall be its chief fiscal officer and the custodian of its funds, securities and properties; shall keep full and accurate accounts of receipt and disbursements in books belonging to the Association and to deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors; and shall disburse the funds of the Association for proper expenses.

#### ARTICLE V INDEMNIFICATION

5.01 General. The Association may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that such person is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation,

5.03 Authorization. Any indemnification under Section 5.01 above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that the indemnification of the director, officer, employee or agent is proper in the circumstances because such person has met the applicable standard of conduct set forth in Section 5.01 above. Such determination shall be made: (a) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such a quorum is not obtainable, or even if obtainable, if a quorum of disinterested directors so directs by independent legal counsel in a written opinion; or (c) by the affirmative vote of at least seventy-five percent (75%) of the eligible Association vote.

5.05 Non-Exclusive Remedy. The indemnification and advancement of expenses provided for hereunder shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any provision of these Bylaws, or any resolution or agreement, either specifically or in general terms, approved by the affirmative vote of the holders of at least seventy-five percent (75%) of the eligible Association vote taken at a meeting, the notice of which specified that such Bylaws provision, resolution or agreement would be placed before the members of the Association, both as to action by a director, officer, employee or agent in his or her official capacity and as to action in another capacity while holding such office or position, except as otherwise provided in the Nonprofit Corporation Code. The indemnification and advancement of expenses provided or granted pursuant to this Section shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent, and shall inure to the benefit of the heirs, executors and administrators of such person.



1998

**Atlanta, Georgia 30318**

Cross Reference to Declaration: **DEED BOOK 31514, PAGE 490**

1. The following reservations and conditions apply to the foregoing Consent, Approval and Subordination and shall govern over any contrary terms or conditions contained in the Declaration: (i) no action shall be taken or otherwise approved by the Declarant or the Association under the following sections of the Declaration with respect to any Unit affected by the Security Instrument (the "Mortgaged Units") without the prior written approval of the holder of the Security Instrument (the "Holder"): 4(a), 4(c), 9(a), 16, 19(d) and 20; (ii) no settlement of any insurance or condemnation proceeds ("Proceeds") payable with respect to the Mortgaged Units or any other matter affecting the Mortgaged Units shall be approved, voted upon, or otherwise agreed to by the Declarant, either in its individual capacity or with respect to any voting rights with respect to Parc Vue Midtown Condominium Association, Inc. (the "Association") (the foregoing approval or voting rights, either individually or with respect to Association are collectively referred to as "Declarant Voting Rights"), and no such approval by either the Association or the Declarant shall be effective as to a Mortgaged Unit without the prior written approval of the Holder; (iii) without limitation to the foregoing, all Declarant Voting Rights with respect to proceeding with restoration as to any Mortgaged Unit shall be undertaken only with the prior written approval of the Holder; (iv) in the event that the Holder does not

Deed Book 40753 Pg 213  
Filed and Recorded Aug-23-2005 08:37am  
2005-0290104  
Real Estate Transfer Tax \$0.00  
Juanita Hicks  
Clerk of Superior Court  
Fulton County, Georgia

STATE OF GEORGIA  
COUNTY OF FULTON

56050695  
Please return to: GANEK, WRIGHT & DOBKIN, P.C.  
197 14th Street, Suite 300, Atlanta, GA 30318  
ATTN: Chad R. Henderson

Cross Reference: Deed Book \_\_\_, Page \_\_

**AMENDMENT TO DECLARATION OF CONDOMINIUM**  
**PARC VUE MIDTOWN CONDOMINIUM**

This Amendment to the Declaration of Condominium for Parc Vue Midtown Condominium is made on August 19, 2005, by Juan P. Zuluaga, being Owner of Unit 612, and Parc Vue Condo Development, LLC, being the Declarant and Owner of Unit 701 of the Condominium, and is consented to by Parc Vue Midtown Condominium Association, Inc., a Georgia nonprofit corporation (the "Association").

**W I T N E S S E T H :**

WHEREAS, Parc Vue Midtown Condominium (the "Condominium") was created and is governed by that certain Declaration of Condominium recorded in Deed Book \_\_\_, Page \_\_, Fulton County, Georgia records (the "Declaration"); and

WHEREAS, the Units in the Condominium are assigned parking spaces as shown on Exhibit "D" to the Declaration; and

WHEREAS, the undersigned Owner of Unit 612 has agreed that parking space 136 should be reassigned as a Limited Common Element to Unit 701 of the Condominium; and

WHEREAS, the undersigned Owner of Unit 701 has agreed that parking space 134 should be reassigned as a Limited Common Element to Unit 612 of the Condominium; and

WHEREAS, pursuant to Paragraph 4(d) of the Declaration, Limited Common Elements may be reassigned from one Unit to another, by consent of the Association, upon application therefor by the Owners of the affected Units; and

WHEREAS, this Amendment does not include any material changes to the Declaration as contemplated by Paragraph 18(a) thereof; and

WHEREAS, the undersigned, by their signatures hereto, consent to the amendment of the Declaration as set forth herein;

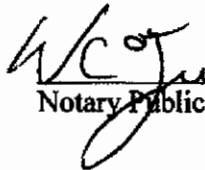
NOW, THEREFORE, the Declaration is hereby amended by reassigning certain Limited Common Element parking spaces among the Units as set forth above, and by replacing Exhibit "D" of the Declaration with the attached Exhibit D.

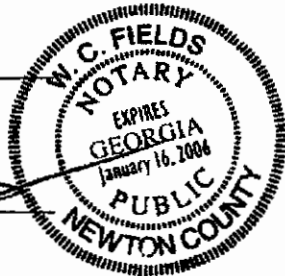
All other terms and provisions of the Declaration shall remain unchanged except as set forth herein or as amended by previous or subsequent instruments. All capitalized terms not defined herein shall have the meanings set forth in the Declaration. The recitals contained in the preamble hereto shall be construed in all respects as an integral part of this Amendment. If any provision of the Declaration conflicts with any provision of this Amendment, then this Amendment shall control.

IN WITNESS WHEREOF, the undersigned do hereby adopt and approve the above amendments, or consent thereto, effective the date hereof.


Signed, sealed and delivered  
in the presence of:

  
Unofficial Witness

  
Notary Public



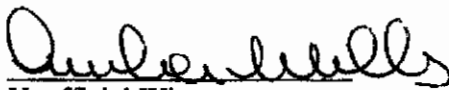
**OWNER, UNIT 612:**

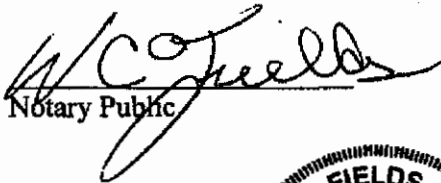
 (SEAL)  
Juan P. Zuluaga

**OWNER, UNIT 701:**

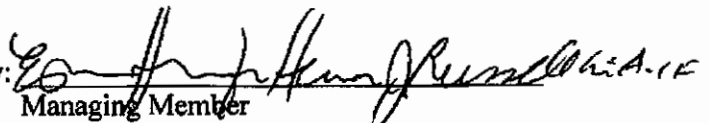
**PARC VUE CONDO DEVELOPMENT,  
LLC, a Georgia limited liability company**

Signed, sealed and delivered  
in the presence of:

  
Unofficial Witness

  
Notary Public



By:  Managing Member

[Signatures continued on following page.]

[Signatures continued from previous page.]

Signed, sealed and delivered  
in the presence of:

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

\_\_\_\_\_  
Notary Public

Consented to by:

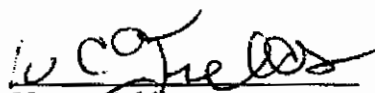
**PARC VUE MIDTOWN  
CONDOMINIUM ASSOCIATION, INC.**

By: \_\_\_\_\_  
President

[CORPORATE SEAL]

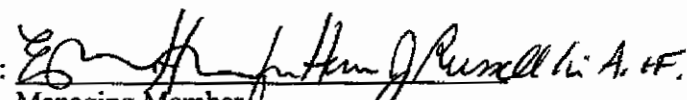
Signed, sealed and delivered  
in the presence of:

  
Unofficial Witness

  
Notary Public

Consented to by:

**PARC VUE CONDO DEVELOPMENT,  
LLC, as Declarant**

By:   
Managing Member





Deed Book 42396 Pg 134  
Filed and Recorded Apr-19-2006 11:12am  
2006-0117539  
Real Estate Transfer Tax \$0.00  
Juanita Hicks  
Clerk of Superior Court  
Fulton County, Georgia

STATE OF GEORGIA  
COUNTY OF FULTON

Please return to: GANEK, WRIGHT & DOBKIN, P.C.  
197 14th Street, Suite 300, Atlanta, GA 30318  
ATTN: Chad R. Henderson

Cross Reference: Deed Book 39514, Page 490

**AMENDMENT TO DECLARATION OF CONDOMINIUM**  
**PARC VUE MIDTOWN CONDOMINIUM**

This Amendment to the Declaration of Condominium for Parc Vue Midtown Condominium is made on March 10, 2006, by Douglas J. Spencer and James E. Merceir, being Owners of Unit 306, and Parc Vue Condo Development, LLC, being the Declarant and Owner of Unit 302 of the Condominium, and is consented to by Parc Vue Midtown Condominium Association, Inc., a Georgia nonprofit corporation (the "Association").

**W I T N E S S E T H :**

WHEREAS, Parc Vue Midtown Condominium (the "Condominium") was created and is governed by that certain Declaration of Condominium recorded in Deed Book 39514, Page 490, Fulton County, Georgia records (the "Declaration"); and

WHEREAS, the Units in the Condominium are assigned parking spaces as shown on Exhibit "D" to the Declaration; and

WHEREAS, the undersigned Owner of Unit 302 has agreed that parking space 23 should be reassigned as a Limited Common Element to Unit 306 of the Condominium; and

WHEREAS, the undersigned Owner of Unit 306 has agreed that parking space 26 should be reassigned as a Limited Common Element to Unit 302 of the Condominium; and

WHEREAS, pursuant to Paragraph 4(d) of the Declaration, Limited Common Elements may be reassigned from one Unit to another, by consent of the Association, upon application therefor by the Owners of the affected Units; and

WHEREAS, this Amendment does not include any material changes to the Declaration as contemplated by Paragraph 18(a) thereof; and

WHEREAS, the undersigned, by their signatures hereto, consent to the amendment of the Declaration as set forth herein;

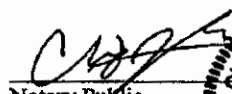
NOW, THEREFORE, the Declaration is hereby amended by reassigning certain Limited Common Element parking spaces among the Units as set forth above, and by replacing Exhibit "D" of the Declaration with the attached Exhibit D.


All other terms and provisions of the Declaration shall remain unchanged except as set forth herein or as amended by previous or subsequent instruments. All capitalized terms not defined herein shall have the meanings set forth in the Declaration. The recitals contained in the preamble hereto shall be construed in all respects as an integral part of this Amendment. If any provision of the Declaration conflicts with any provision of this Amendment, then this Amendment shall control.

IN WITNESS WHEREOF, the undersigned do hereby adopt and approve the above amendments, or consent thereto, effective the date hereof.

Signed, sealed and delivered  
in the presence of:

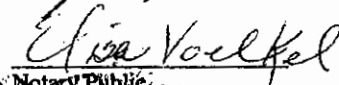
  
Unofficial Witness


  
Notary Public



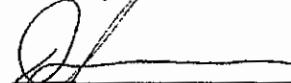
Signed, sealed and delivered  
in the presence of:

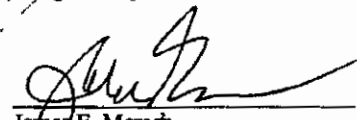
  
Unofficial Witness

  
Notary Public



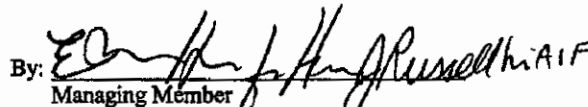
OWNER, UNIT 306:

  
Douglas J. Spencer (SEAL)

  
James E. Mercer (SEAL)

OWNER, UNIT 302:

PARC VUE CONDO DEVELOPMENT,  
LLC, a Georgia limited liability company

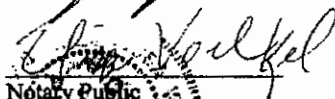
By:   
Managing Member

[Signatures continued on following page.]

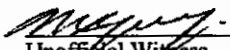
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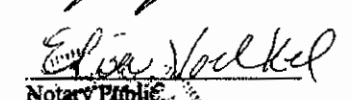
Signed, sealed and delivered  
in the presence of:

  
Unofficial Witness

  
Notary Public  
ELISA VOELKEL  
Notary Public, DeKalb County, Georgia  
My Commission Expires January 11, 2009


Signed, sealed and delivered  
in the presence of:

  
Unofficial Witness

  
Notary Public  
ELISA VOELKEL  
Notary Public, DeKalb County, Georgia  
My Commission Expires January 11, 2009

Consented to by:

PARC VUE MIDTOWN  
CONDOMINIUM ASSOCIATION, INC.

By:   
President

[CORPORATE SEAL]

Consented to by:

PARC VUE CONDO DEVELOPMENT,  
LLC, as Declarant

By:   
Managing Member

**EXHIBIT "D"**

**Parking Space Assignments**

<b>Unit No.</b>	<b>Parking Space(s)</b>
101	47-48
102	3
103	4
104	5
105	6-7
106	8
107	9
109	10
110	11
111	1-2
201	49-50
202	12
203	13
204	14
205	51-52
206	15
207	16
208	53-54
209	17
210	18
211	55-56
212	57-58
301	19-20
302	26
303	24
304	25
305	122-123
306	23
307	27
308	61-62
309	28
310	29
311	63-64
312	59-60
401	30-31
402	32
403	33
404	35
405	126-127
406	36
407	37
408	38-39
409	40
410	41

**EXHIBIT "D" continued**

<b>Unit No.</b>	<b>Parking Space(s)</b>
411	143-144
412	42-43
501	44-45
502	155
503	46
504	74
505	73
506	72
507	71
508	69-70
509	68
510	67
511	65-66
512	145-146
601	141-142
602	177
603	194
604	75
605	76
606	77
607	78
608	139-140
609	79
610	80
611	137-138
612	134-135
701	135-136
702	104
703	81
704	82
705	83
706	84
707	86
708	87-88
709	89
710	90
711	91-92
712	93-94
801	21-22
802	85
803	95
804	96
805	97
806	98
807	99
808	101-102

Deed Book 42396 Pg 139  
Juanita Hicks  
Clerk of Superior Court  
Fulton County, Georgia

EXHIBIT "D" continued

Unit No.	Parking Space(s)
809	100
810	103
811	105-106
812	107-108
901	109-110
902	192
903	111
904	112
905	34
906	113
907	114
908	115-116
909	117
910	118
911	128-129
912	130-131
1001	183-184
1002	176
1003	119
1004	120
1005	121
1006	124
1007	125
1008	179-180
1009	181
1010	187
1011	188-189
1012	152, 153
1101	174-175
1102	193
1103	178
1104	182
1105	147
1106	150
1107	132
1108	190-191
1109	151
1110	154
1111	185-186
1112	148-149
1201	158-166
1207	167-168
1208	156-157
1209	172-173
1210	171
1211	169-170

Deed Book 47376 Pg 104  
Filed and Recorded Nov-21-2008 03:21pm  
2008-0309447  
Real Estate Transfer Tax \$0.00  
Cathelene Robinson  
Clerk of Superior Court  
Fulton County, Georgia

STATE OF GEORGIA  
COUNTY OF FULTON

Please return to: GANEK, WRIGHT & DOBKIN, P.C.  
197 14th Street, Suite 300, Atlanta, GA 30318  
ATTN: Chad R. Henderson

Cross Reference: Deed Book 39514, Page 490

**AMENDMENT TO DECLARATION OF CONDOMINIUM**  
**PARC VUE MIDTOWN CONDOMINIUM**

This Amendment to the Declaration of Condominium for Parc Vue Midtown Condominium is made on September 7, 2006, by Zoya N. Conover, being Owner of Unit 507, and Parc Vue Condo Development, LLC, being the Declarant and Owner of Unit 303 of the Condominium, and is consented to by Parc Vue Midtown Condominium Association, Inc., a Georgia nonprofit corporation (the "Association").

**W I T N E S S E T H :**

WHEREAS, Parc Vue Midtown Condominium (the "Condominium") was created and is governed by that certain Declaration of Condominium recorded in Deed Book 39514, Page 490, Fulton County, Georgia records (the "Declaration"); and

WHEREAS, the Units in the Condominium are assigned parking spaces as shown on Exhibit "D" to the Declaration; and

WHEREAS, the undersigned Owner of Unit 303 has agreed that parking space 24 should be reassigned as a Limited Common Element to Unit 507 of the Condominium; and

WHEREAS, the undersigned Owner of Unit 507 has agreed that parking space 71 should be reassigned as a Limited Common Element to Unit 303 of the Condominium; and

WHEREAS, pursuant to Paragraph 4(d) of the Declaration, Limited Common Elements may be reassigned from one Unit to another, by consent of the Association, upon application therefor by the Owners of the affected Units; and

WHEREAS, this Amendment does not include any material changes to the Declaration as contemplated by Paragraph 18(a) thereof; and

WHEREAS, the undersigned, by their signatures hereto, consent to the amendment of the Declaration as set forth herein;





[Signatures continued from previous page.]

Signed, sealed and delivered  
in the presence of:

Pier A. Teasone  
Unofficial Witness

Tracie S. Jackson  
Notary Public



Consented to by:

PARC VUE MIDTOWN  
CONDOMINIUM ASSOCIATION, INC.

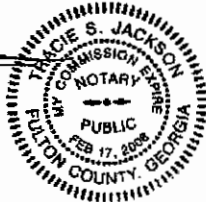
By: Go H. H. Russell Jr. AIT  
President

[CORPORATE SEAL]

Signed, sealed and delivered  
in the presence of:

Pier A. Teasone  
Unofficial Witness

Tracie S. Jackson  
Notary Public



Consented to by:

PARC VUE CONDO DEVELOPMENT,  
LLC, as Declarant

By: Go H. H. Russell Jr. AIT  
Managing Member

## EXHIBIT "D"

Parking Space Assignments

Unit No.	Parking Space(s)
101	47, 48
102	3
103	4
104	5
105	6, 7
106	8
107	9
109	10
110	11
111	1, 2
201	49, 50
202	12
203	13
204	14
205	51, 52
206	15
207	16
208	53, 54
209	17
210	18
211	55, 56
212	57, 58
301	19, 20
302	26
303	71
304	25
305	122, 123
306	23
307	27
308	61, 62
309	28
310	29
311	63, 64
312	59, 60
401	30, 31
402	32
403	33
404	35
405	126, 127
406	36
407	37
408	38, 39
409	40
410	41

EXHIBIT "D" continued

Unit No.	Parking Space(s)
411	143, 144
412	42, 43
501	44, 45
502	155
503	46
504	74
505	73
506	72
507	24
508	69, 70
509	68
510	67
511	65, 66
512	145, 146
601	141, 142
602	177
603	194
604	75
605	76
606	77
607	78
608	139, 140
609	79
610	80
611	137, 138
612	134, 135
701	133, 136
702	104
703	81
704	82
705	83
706	84
707	86
708	87, 88
709	89
710	90
711	91, 92
712	93, 94
801	21, 22
802	85
803	95
804	96
805	97
806	98
807	99
808	101, 102

EXHIBIT "D" continued

Unit No.	Parking Space(s)
809	100
810	103
811	105, 106
812	107, 108
901	109, 110
902	192
903	111
904	112
905	34
906	113
907	114
908	130, 131
909	117
910	118
911	128, 129
912	115, 116
1001	183, 184
1002	176
1003	119
1004	120
1005	121
1006	124
1007	125
1008	179, 180
1009	181
1010	187
1011	188, 189
1012	152, 153
1101	174, 175
1102	193
1103	178
1104	182
1105	147
1106	150
1107	132
1108	190, 191
1109	151
1110	154
1111	185, 186
1112	148, 149
1201	158-166 (inclusive)
1207	167, 168
1208	156, 157
1209	172, 173
1210	171
1211	169, 170

Deed Book 47376 Pg 110  
Filed and Recorded Nov-21-2008 03:21pm  
2008-0309448  
Real Estate Transfer Tax \$0.00  
Cathelene Robinson  
Clerk of Superior Court  
Fulton County, Georgia

STATE OF GEORGIA  
COUNTY OF FULTON

Please return to: GANEK WRIGHT MINSK PC  
197 14th Street, Suite 300, Atlanta, GA 30318  
ATTN: Chad R. Henderson

Cross Reference: Deed Book 39514, Page 490

**AMENDMENT TO DECLARATION OF CONDOMINIUM**  
**PARC VUE MIDTOWN CONDOMINIUM**

This Amendment to the Declaration of Condominium for Parc Vue Midtown Condominium (the "Condominium") is made on October 13, 2008, by Parc Vue Condo Development, LLC, being the Declarant and the Owner of Unit 1201 of the Condominium, and consented to by Parc Vue Midtown Condominium Association, Inc., a Georgia nonprofit corporation (the "Association").

**W I T N E S S E T H :**

WHEREAS, the Condominium was created and is governed by that certain Declaration of Condominium recorded in Deed Book 39514, Page 490, Fulton County, Georgia records (the "Declaration"); and

WHEREAS, floor plans for the Condominium have been filed in Condominium Floor Plans Book 30, Pages 378-429, Fulton County, Georgia records (the "Floor Plans"); and

WHEREAS, the Declarant has the authority to assign any previously unassigned Limited Common Elements to one or more Units then owned by Declarant, pursuant to Section 4(c) of the Declaration;

NOW THEREFORE, pursuant to O.C.G.A. §44-3-82 and Section 4(c) of the Declaration, and in accordance therewith, the Declarant hereby assigns Storage Spaces 1 through 15, as shown on the Floor Plans, to Unit 1201, which Unit is currently owned by Declarant.


ALL OTHER TERMS AND PROVISIONS of the Declaration shall remain unchanged except as set forth herein or as amended by previous or subsequent instruments. All capitalized terms not defined herein shall have the meanings set forth in the Declaration. The recitals contained in the preamble hereto shall be construed in all respects as an integral part of this Amendment. If any provision of the Declaration conflicts with any provision of this Amendment, then this Amendment shall control.

IN WITNESS WHEREOF, the undersigned do hereby adopt and approve the above amendments, or consent thereto, effective the date hereof.

Signed, sealed and delivered  
in the presence of:

Bella Brown  
Unofficial Witness

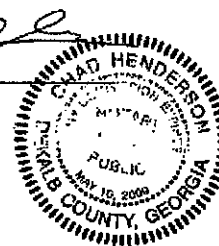
[Signature]  
Notary Public



Signed, sealed and delivered  
in the presence of:

Bella Brown  
Unofficial Witness

[Signature]  
Notary Public



**DECLARANT AND OWNER OF  
UNIT 1201:**

**PARC VUE CONDO DEVELOPMENT,  
LLC, a Georgia limited liability company**

By: [Signature]  
Herman J. Russell, Sr.,  
as Managing Member

**Consented to by:**

**PARC VUE MIDTOWN  
CONDOMINIUM ASSOCIATION, INC.**

By: [Signature]  
Herman J. Russell, Sr., as President

[CORPORATE SEAL]

Deed Book 47376 Pg 112  
Filed and Recorded Nov-21-2008 03:21pm  
~~2008-0309449~~  
Real Estate Transfer Tax \$0.00  
Cathelene Robinson  
Clerk of Superior Court  
Fulton County, Georgia

STATE OF GEORGIA  
COUNTY OF FULTON

Please return to: GANEK WRIGHT MINSK PC  
197 14th Street, Suite 300, Atlanta, GA 30318  
ATTN: Chad R. Henderson

Cross Reference: Deed Book 39514, Page 490

**AMENDMENT TO DECLARATION OF CONDOMINIUM**  
**PARC VUE MIDTOWN CONDOMINIUM**

This Amendment to the Declaration of Condominium for Parc Vue Midtown Condominium (the "Condominium") is made on October 13, 2008, by Parc Vue Condo Development, LLC, being the Declarant and the Owner of Units 910, 911, 1201 and 1207 of the Condominium, and consented to by Parc Vue Midtown Condominium Association, Inc., a Georgia nonprofit corporation (the "Association").

**W I T N E S S E T H :**

WHEREAS, the Condominium was created and is governed by that certain Declaration of Condominium recorded in Deed Book 39514, Page 490, Fulton County, Georgia records (the "Declaration"); and

WHEREAS, the Declarant has combined Units 910 and 911 into a single unit (known now as Unit 910), as shown on Exhibit A attached hereto and incorporated herein by this reference; and

WHEREAS, the Declarant has combined Units 1201 and 1207 into a single unit (known now as Unit 1201), as shown on Exhibit B attached hereto and incorporated herein by this reference; and

WHEREAS, amended and revised floor plans for Levels 9 and 12 of the Condominium building, showing said Units 910 and 1201, have been or shall be filed in the Condominium Floor Plans Book for Fulton County, Georgia (the "Amended Floor Plans");

NOW THEREFORE, pursuant to Section 9(b) of the Declaration and O.C.G.A. §§ 44-3-90 and 44-3-91, and in accordance therewith, the boundaries of Units 910 and 1201 shall henceforth be recognized as those shown on the attached Exhibit A and Exhibit B, respectively, and the Amended Floor Plans.

THE DECLARATION is hereby further amended by deleting Exhibit "C" to the Declaration, in its entirety, and replacing it with Exhibit C attached hereto and incorporated herein

by this reference, for the purpose of combining the Units' respective ownership percentages as provided therein.

THE DECLARATION is hereby further amended by adding to the first sentence of Section 9(b) the following: "provided, however, any Unit may be subdivided in such a manner as to reestablish the boundaries between Units which were combined or the boundaries of which were relocated subsequent to the original recordation of the Declaration."

ALL OTHER TERMS AND PROVISIONS of the Declaration shall remain unchanged except as set forth herein or as amended by previous or subsequent instruments. All capitalized terms not defined herein shall have the meanings set forth in the Declaration. The recitals contained in the preamble hereto shall be construed in all respects as an integral part of this Amendment. If any provision of the Declaration conflicts with any provision of this Amendment, then this Amendment shall control.

IN WITNESS WHEREOF, the undersigned do hereby adopt and approve the above amendments, or consent thereto, effective the date hereof.

**DECLARANT AND OWNER OF  
UNITS 910/911 AND 1201/1207:**

PARC VUE CONDO DEVELOPMENT,  
LLC, a Georgia limited liability company

Signed, sealed and delivered  
in the presence of:

  
Unofficial Witness

  
Notary Public



By: 

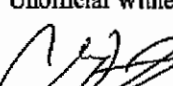
Herman J. Russell, Sr.,  
as Managing Member

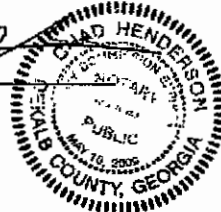
Consented to by:

PARC VUE MIDTOWN  
CONDOMINIUM ASSOCIATION, INC.

Signed, sealed and delivered  
in the presence of:

  
Unofficial Witness

  
Notary Public



By: 

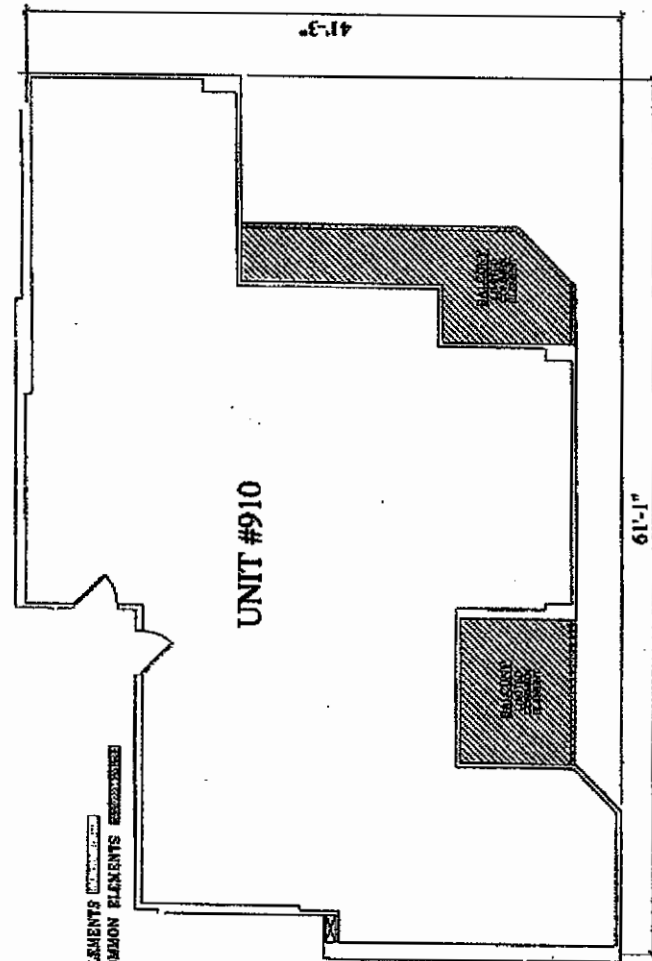
Herman J. Russell, Sr., as President

[CORPORATE SEAL]



EXHIBIT "A"

New Floor Plan for Unit 910



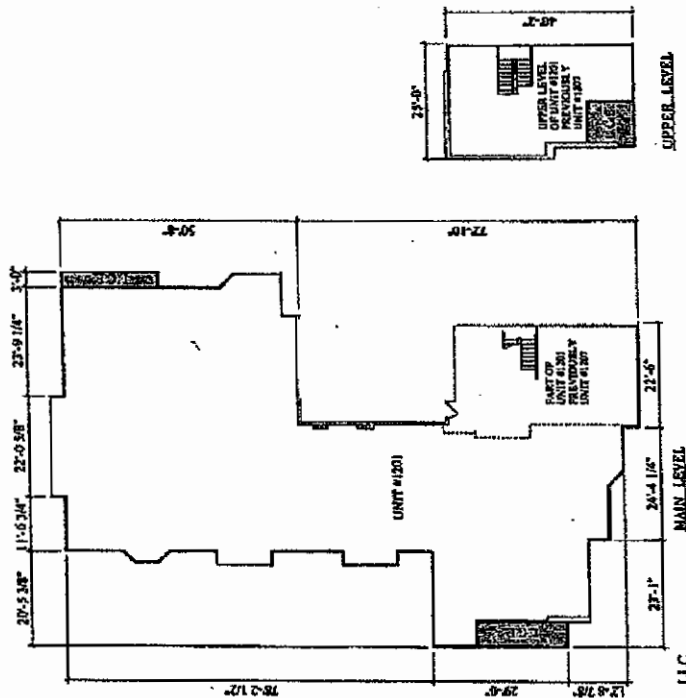
UNIT #910

1. DENOTES COMMON ELEMENTS
2. DENOTES LIMITED COMMON ELEMENTS



**EXHIBIT "B"**

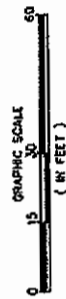
### New Floor Plan for Unit 1201



UNIT #1201



1. DENOTES COMMON ELEMENTS **[REDACTED]**  
2. DENOTES LIMITED COMMON ELEMENTS **[REDACTED]**



REES/DESIGN ASSOCIATES, P.C.  
PREPARED FOR: PARC VUE CONDO DEVELOPMENT, LLC

## EXHIBIT "C"

Undivided Percentage Interest in the Common Elements  
and Liabilities for Common Expenses

Unit No.	Unit Type	Percentage*
101	Seurat	0.90%
102	Cezanne	0.70%
103	Gauguin	0.55%
104	Gauguin	0.55%
105	Van Gogh 2	1.00%
106	Morisot	0.50%
107	Manet Studio	0.50%
109	Manet Studio	0.50%
110	Morisot	0.50%
111	Van Gogh 2	1.00%
201	Seurat	0.90%
202	Cezanne	0.70%
203	Gauguin	0.55%
204	Gauguin	0.55%
205	Van Gogh 2	1.00%
206	Morisot	0.50%
207	Manet	0.65%
208	Renoir	0.80%
209	Manet	0.65%
210	Morisot	0.50%
211	Van Gogh 2	1.00%
212	Degas	0.95%
301	Seurat	0.90%
302	Cezanne	0.70%
303	Gauguin	0.55%
304	Gauguin	0.55%
305	Van Gogh	0.90%
306	Morisot	0.50%
307	Manet	0.65%
308	Renoir	0.80%
309	Manet	0.65%
310	Morisot	0.50%
311	Van Gogh 2	1.00%
312	Degas	0.95%
401	Seurat	0.90%
402	Cezanne	0.70%
403	Gauguin	0.55%

EXHIBIT "C" continued

Unit No.	Unit Type	Percentage*
404	Gauguin	0.55%
405	Van Gogh	0.90%
406	Morisot	0.50%
407	Manet	0.65%
408	Renoir	0.80%
409	Manet	0.65%
410	Morisot	0.50%
411	Van Gogh	0.90%
412	Degas	0.95%
501	Scurat	0.90%
502	Cezanne	0.70%
503	Gauguin	0.55%
504	Gauguin	0.55%
505	Pissarro	0.60%
506	Morisot	0.50%
507	Manet	0.65%
508	Renoir	0.80%
509	Manet	0.65%
510	Morisot	0.50%
511	Van Gogh	0.90%
512	Degas	0.95%
601	Scurat	0.90%
602	Cezanne	0.70%
603	Gauguin	0.55%
604	Gauguin	0.55%
605	Pissarro	0.60%
606	Morisot	0.50%
607	Manet	0.65%
608	Renoir	0.80%
609	Manet	0.65%
610	Morisot	0.50%
611	Van Gogh	0.90%
612	Degas	0.95%
701	Seurat	0.90%
702	Cezanne	0.70%
703	Gauguin	0.55%
704	Gauguin	0.55%
705	Pissarro	0.60%
706	Morisot	0.50%
707	Manet	0.65%

EXHIBIT "C" continued

Unit No.	Unit Type	Percentage*
708	Renoir	0.80%
709	Manet	0.65%
710	Morisot	0.50%
711	Van Gogh	0.90%
712	Degas	0.95%
801	Seurat	0.90%
802	Cezanne	0.70%
803	Gauguin	0.55%
804	Gauguin	0.55%
805	Pissarro	0.60%
806	Morisot	0.50%
807	Manet	0.65%
808	Renoir	0.80%
809	Manet	0.65%
810	Morisot	0.50%
811	Van Gogh	0.90%
812	Degas	0.95%
901	Seurat	0.90%
902	Cezanne	0.70%
903	Gauguin	0.55%
904	Gauguin	0.55%
905	Pissarro	0.60%
906	Morisot	0.50%
907	Manet	0.65%
908	Renoir	0.80%
909	Manet	0.65%
910	Morisot + Van Gogh	1.40%
912	Degas	0.95%
1001	Seurat	0.90%
1002	Cezanne	0.70%
1003	Gauguin	0.55%
1004	Gauguin	0.55%
1005	Pissarro	0.60%
1006	Morisot	0.50%
1007	Manet	0.65%
1008	Renoir	0.80%
1009	Manet	0.65%
1010	Morisot	0.50%
1011	Van Gogh	0.90%

EXHIBIT "C" continued

Unit No.	Unit Type	Percentage*
1012	Degas	0.95%
1101	Seurat	0.90%
1102	Cezanne	0.70%
1103	Gauguin	0.55%
1104	Gauguin	0.55%
1105	Pissarro	0.60%
1106	Morisot	0.50%
1107	Manet	0.65%
1108	Renoir	0.80%
1109	Manet	0.65%
1110	Morisot	0.50%
1111	Van Gogh	0.90%
1112	Degas	0.95%
1201	Penthouse	5.85%
1208	Renoir	0.80%
1209	Louvre	1.50%
1210	Morisot	0.50%
1211	Van Gogh	0.90%
CU-1	Commercial Unit	0.05%
		100.00%

\* NOTE: Each unit is allotted one (1) vote regardless of ownership percentage.