

GEORGIA, Fulton County, Clerk's Office Superior Court
Filed & Recorded, DEC 18 1987 at 10:20

Barbara J. Rice CLERK

DECLARATION OF PROTECTIVE COVENANTS
FOR
THE COMMERCIAL AREA OF PARK BRIDGE

HYATT & RHOADS, P.C.

Attorneys

2400 Marquis One Tower
Atlanta, Georgia 30303
(404) 659-6600

1275 K Street, N.W.
Washington, D.C. 20005
(202) 682-1800

101 W. Broadway, Suite 1330
San Diego, California 92101
(619) 232-0811

- TABLE OF CONTENTS -

<u>Article</u>	<u>Section</u>	<u>Page</u>
I.	DEFINITIONS	2
II.	PROPERTY SUBJECT TO THIS DECLARATION	2
	1. Property Hereby Subjected To This Declaration.....	2
	2. Other Property.....	2
III.	ASSOCIATION MEMBERSHIP AND VOTING RIGHTS	2
	1. Membership.....	2
	2. Voting.....	2
IV.	ASSESSMENTS	3
	1. Purpose of Assessment.....	3
	2. Type of Assessments	3
	3. Creation of Lien and Personal Obligation for Assessments.....	4
	4. Computation.....	4
	5. Special Assessments.....	5
	6. Lien for Assessments.....	6
	7. Effect of Nonpayment of Assessments: Remedies of the Association.....	6
	8. Date of Commencement of Annual Assessments.....	7
	9. Assessment Obligation of Declarant; Subsidy Agreements.....	7
	10. Specific Assessments.....	8
	11. Exempt Property.....	8
V.	MAINTENANCE; CONVEYANCE OF COMMON PROPERTY BY DECLARANT TO ASSOCIATION	9
	1. Association's Maintenance Responsibility.....	9
	2. Owner's Maintenance Responsibility.....	10
	3. Party Walls and Party Fences.....	11
	4. Conveyance of Common Property By Declarant To Association.....	12
VI.	USE RESTRICTIONS AND RULES	12
	1. General.....	12
	2. Commercial Use.....	12
	3. Signs.....	13
	4. Vehicles.....	13
	5. Parking.....	13
	6. Occupants Bound.....	13

<u>Article</u>	<u>Section</u>	<u>Page</u>
	7. Animals and Pets.....	14
	8. Nuisance and Unsightly or Unkempt Conditions...	14
	9. Architectural Standards.....	14
	10. Antennas.....	16
	11. Tree Removal.....	16
	12. Irrigation.....	17
	13. Drainage.....	17
	14. Sight Distance at Intersections.....	17
	15. Mechanical Equipment, Garbage Cans, Trash Containers, Tanks, Etc.....	17
	16. Subdivision of Unit.....	17
	17. Tents, Trailers, and Temporary Structures.....	17
	18. Utility Lines.....	18
	19. Air-Conditioning Units.....	18
	20. Lighting.....	18
	21. Artificial Vegetation, Exterior Sculpture, and Similar Items.....	18
	22. Energy Conservation Equipment.....	18
	23. Other Prohibited Uses.....	18
VII.	INSURANCE AND CASUALTY LOSSES	19
	1. Insurance.....	19
	2. Property Insured By Association: Damage and Destruction.....	22
	3. Property Insured By Owners: Damage and Destruction.....	23
	4. Insurance Deductible.....	23
VIII.	CONDEMNATION	23
IX.	ANNEXATION OF ADDITIONAL PROPERTY	24
	1. Unilateral Annexation By Declarant.....	24
	2. Other Annexation.....	25
	3. Residential Condominium Conversions; Removal of Property.....	25
X.	MORTGAGEE PROVISIONS	25
	1. No Priority.....	25
	2. Notice to Association.....	26
	3. Failure of Mortgagee to Respond.....	26
XI.	EASEMENTS	26
	1. Easements for Encroachment and Overhang.....	26
	2. Easements for Use and Enjoyment of Common Property.....	26
	3. Reserved Easements for the Provision of Services to the Community.....	28
	4. Easement for Entry.....	29
	5. Easement for Maintenance.....	29

<u>Article</u>	<u>Section</u>	<u>Page</u>
XII.	GENERAL PROVISIONS	30
	1. Enforcement.....	30
	2. Self-Help.....	30
	3. Duration.....	31
	4. Amendment.....	31
	5. Partition.....	32
	6. Gender and Grammar.....	32
	7. Severability.....	32
	8. Captions.....	32
	9. Preparer.....	33
	10. Perpetuities.....	33
	11. Indemnification.....	33
	12. Construction and Sale Period.....	34
	13. Books and Records.....	35
	14. Financial Statements.....	35
	15. Estoppel Certificate.....	35
	16. Agreements.....	36
	17. Implied Rights.....	36
	18. Use of Words "Park Bridge".....	36
	19. Variances.....	36

- TABLE OF EXHIBITS -

<u>Exhibit</u>	<u>Name</u>
A	Definitions
B	Property Submitted
C	Additional Property Which Can Be Unilaterally Submitted By Declarant
D	Assessment Obligations and Voting Rights
E	Declaration of Easements and Covenants to Share Costs
F	By-Laws of Park Bridge Owners Association, Inc.

DECLARATION OF PROTECTIVE COVENANTS

FOR

THE COMMERCIAL AREA OF PARK BRIDGE

THIS DECLARATION is made on the date hereinafter set forth by Continental Southern, Inc., a Georgia corporation (hereinafter sometimes called "Declarant").

BACKGROUND STATEMENT

Declarant desires to subject the real property described in Article II, Section 1, hereof to the provisions of this Declaration to create a commercial community and to provide for the subjecting of other real property to the provisions of this Declaration.

Declarant is the owner of the real property described in Article II, Section 1, of this Declaration (or if not the owner, Declarant has the written consent of the owner to subject such property to this Declaration).

Declarant intends by this Declaration to impose mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of commercial property within Park Bridge, the planned unit development made subject to this Declaration by the recording of this Declaration and amendments thereto. Declarant desires to provide a flexible and reasonable procedure for the overall development of Park Bridge and the interrelationship of the association established pursuant to this Declaration and the association established to administer the residential area of Park Bridge. Declarant also desires to establish a method for the administration, maintenance, preservation, use, and enjoyment of the property that is now or hereafter subjected to this Declaration.

Declarant hereby declares that the real property described in Article II, Section 1, of this Declaration, including the improvements constructed or to be constructed thereon, is hereby subjected to the provisions of this Declaration and shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments, and liens, hereinafter set forth, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the real property hereby or

THIS DECLARATION DOES NOT AND IS NOT INTENDED TO CREATE A CONDOMINIUM REGIME SUBJECT TO THE GEORGIA CONDOMINIUM ACT, O.C.G.A. SECTION 44-3-70, ET SEQ.

hereafter made subject hereto, and shall be binding on all persons having any right, title, or interest in all or any portion of the real property now or hereafter made subject hereto, their respective heirs, legal representatives, successors, successors-in-title, and assigns and shall inure to the benefit of each and every owner and occupant of all or any portion thereof.

Article I Definitions

Unless the context shall prohibit, certain words used in this Declaration shall have the definitional meaning set forth in Exhibit "A", attached hereto and by reference made a part hereof.

Article II Property Subject To This Declaration

Section 1. Property Hereby Subjected To This Declaration. The real property which is, by the recording of this Declaration, subject to the covenants and restrictions hereinafter set forth and which, by virtue of the recording of this Declaration, shall be held, transferred, sold, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to this Declaration is the real property described in Exhibit "B", attached hereto and by reference made a part hereof.

Section 2. Other Property. Only the real property described in Section 1 of this Article II is hereby made subject to this Declaration; provided, however, by one (1) or more Supplementary Declarations, Declarant and the Association have the right, but not the obligation, to subject other real property to this Declaration, as hereinafter provided in Article IX.

Article III Association Membership and Voting Rights

Section 1. Membership. Every Owner shall be deemed to have a membership in the Association. Membership shall be appurtenant to and may not be separated from ownership.

Section 2. Voting. Owners shall be entitled to a vote computed in accordance with the formula contained in Exhibit "D" attached hereto and by reference made a part hereof. All votes are weighted in accordance with the formula established in Exhibit "D," and this Declaration shall not be

construed as creating equal voting rights. When more than one (1) Person holds an ownership interest in any Unit, the vote for such Unit shall be exercised as those Owners determine among themselves. In the event of a dispute, the vote shall be suspended if more than one (1) Person seeks to exercise it. Notwithstanding the foregoing, those Owners of property which is exempt from assessments as provided in Article IV, Section 11, hereof are Members of the Association and are subject to the provisions of this Declaration, but shall not be entitled to vote.

Any Owner of a Unit not occupied by the Owner may, in the lease or other written instrument, assign the Owner's voting right appurtenant to that Unit to the Occupant, provided that a copy of such instrument is furnished to the Secretary within the time period prescribed by the Secretary. In the event of such assignment, the Occupant may vote the Owner's vote on all issues upon which the Owner would be entitled to vote.

An Owner's right to vote may be suspended as provided in Article XI, Section 2, of this Declaration.

Article IV Assessments

Section 1. Purpose of Assessment. The assessments provided for herein shall be used for the general purposes of promoting the health, safety, welfare, common benefit, and enjoyment of the Owners and Occupants in the Community, including the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board of Directors.

Section 2. Type of Assessments. Each Owner of any Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (a) General Assessments; (b) Parcel Assessments, if applicable; (c) special assessments, such assessments to be established and collected as hereinafter provided in Article IV, Section 5; and (d) specific assessments against any particular Unit which are established pursuant to the terms of this Declaration, including, but not limited to, those assessments established by Article IV, Section 10, and Article V, Section 2, hereof and reasonable fines as may be imposed in accordance with the terms of the Declaration and By-Laws. General Assessments shall be levied for Association Expenses determined by the Board to benefit all Owners and Occupants. General Assessments shall be allocated among all Units in the Community in accordance with Exhibit "D," and this

Declaration shall not be construed as creating an equal assessment obligation for each Owner. Parcel Assessments shall be levied against Units in a particular Parcel where the Board has determined that certain Association Expenses benefit only that Parcel. Association Expenses benefitting only a particular Parcel shall include, without limitation, Association Expenses incurred for maintenance and repair of the following items and provision of the following services within a particular Parcel: private streets, if any, trash and garbage service and lighting. Parcel Assessments shall be allocated among all Units in the particular Parcel in accordance with Exhibit "D".

Section 3. Creation of Lien and Personal Obligation for Assessments. All assessments, together with late charges, interest (at a rate equal to the lesser of eighteen (18%) percent per annum or the maximum lawful rate) on the principal amount due and on all late charges from the date first due and payable, plus all costs of collection, including but not limited to, reasonable attorneys' fees actually incurred and any other amounts provided or permitted by law, shall be a charge on the land and shall be a continuing lien upon the Unit against which each assessment is made. Each such assessment, together with late charges, interest, costs, and reasonable attorney's fees actually incurred, shall also be the personal obligation of the Person who was the Owner of such Unit at the time the assessment fell due. Each such Owner shall be personally liable for his or her portion of each assessment coming due while he or she is the Owner of a Unit, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, the liability of a grantee for the unpaid assessments of its grantor shall not apply to any first Mortgage holder taking title through foreclosure proceedings or deed in lieu of foreclosure.

General Assessments, Parcel Assessments, and other assessments as determined by the Board shall be annual assessments, even if they are to be paid in installments due more frequently than annually. Assessments shall be paid in such manner and on such dates as may be fixed by the Board, which may include, without limitation, acceleration, upon ten (10) days' written notice, of delinquent annual assessments. Unless otherwise provided by the Board, assessments shall be paid in annual installments.

Section 4. Computation. It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during the coming year, which shall

include a capital contribution or reserve in accordance with a capital budget separately prepared and separate line items for Parcel expenses for each Parcel. The Association Expenses shall be allocated to each Unit as follows. The amount of all estimated expenses to be incurred for the sole benefit of a particular Parcel shall be determined for each Parcel and that portion of the total estimated Association Expenses attributable to a particular Parcel shall be allocated among the Units in the Parcel in accordance with Exhibit "D" and shall be levied as Parcel Assessments. The remaining Association Expenses shall be allocated among all Units in accordance with Exhibit "D" and shall be levied as General Assessments. The Board shall cause the budget and the assessments to be levied against each Unit for the following year to be delivered to each Unit Owner at least thirty (30) days prior to the end of the current fiscal year. The Board may not, without the consent of Declarant (so long as Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article IX hereof) and the vote or written consent of at least a Majority of the total Association vote entitled to vote thereon, impose a General Assessment per Unit which is more than one hundred ten (110%) percent of the General Assessment for the immediately preceding fiscal year; provided, however, for the purpose of the limitation on assessment increases contained in this Section, the term "General Assessment" shall be deemed to include the amount assessed against each Unit plus a pro rata allocation made in accordance with the method of allocating General Assessments of any amounts the Association received through any subsidy in effect for the year immediately preceding the year for which the assessment is to be increased. In the event that the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the then current year shall continue for the succeeding year. Limitations on increases in Parcel Assessments, if any, shall be contained in the Supplementary Declaration designating a particular portion of the Community as a Parcel.

Section 5. Special Assessments. In addition to the other assessments authorized herein, the Board may levy special assessments in any year. So long as the total amount of the special assessment levied in any one (1) fiscal year does not exceed Ten Thousand (\$10,000.00) Dollars, the Board may impose the special assessment. Any special assessment which would exceed this limitation shall be effective only if approved by a Majority of the total Association vote entitled to vote thereon and, so long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in

Article IX hereof, the consent of Declarant. Special assessments shall be paid as determined by the Board, and the Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed. Special assessments shall be allocated among Units in the same manner as General Assessments.

Section 6. Lien for Assessments. All sums assessed against any property subject to this Declaration pursuant to this Declaration, together with late charges, interest, costs of collection, including but not limited to, reasonable attorney's fees actually incurred, as provided herein, shall be secured by a lien on such property in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such property, except for (a) liens of ad valorem taxes; or (b) liens for all sums unpaid on a first Mortgage or on any Mortgage to Declarant duly recorded in the land records of the county where the Community is located and all amounts advanced pursuant to such Mortgages and secured thereby in accordance with the terms of such instruments.

All other Persons acquiring liens or encumbrances on any property subject to this Declaration after this Declaration shall have been recorded in such records shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid in full by the date specified by the Board ("due date") shall be delinquent. Any assessment delinquent for a period of more than thirty (30) days shall incur a late charge in such amount as the Board may from time to time determine. If the assessment is not paid when due, a lien, as herein provided, shall attach and, in addition, the lien shall include the late charge, interest on the principal amount due and on all late charges from the date first due and payable, all costs of collection, including but not limited to, reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law. In the event that the assessment remains unpaid after ninety (90) days, the Association may, as the Board shall determine, institute suit to collect such amounts and to foreclose its lien. Any Mortgagee may request in writing and thereafter be entitled to receive notice of such suit from the Association. Each Owner, by acceptance of a deed or as a party to any other type of a conveyance, vests in the Association and its agents the right and power to bring all actions against him or her, personally, for the collection of such charges as a debt or to foreclose the aforesaid lien in

the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting through the Board and on behalf of the Owners, shall have the power to bid at any foreclosure sale or to acquire, hold, lease, mortgage, or convey foreclosed property. No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including, by way of illustration, but not limitation, by non-use of Common Property, or abandonment of the Unit. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the By-Laws, 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 to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of each Owner.

All payments shall be applied first to costs and attorney's fees, then to late charges, then to interest and then to delinquent assessments.

The Board or its designee may compile a list of Owners who are delinquent in the payment of any assessment due the Association, which list may indicate, without limitation, the Owner, Unit and delinquent amount. Such list may be posted in a prominent place within the Community and/or be placed in a Community newspaper or newsletter after the Board has consulted with legal counsel regarding the specific form and content of such list.

Section 8. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to any Unit on the first day of the month following the month in which Association Expenses exist.

Section 9. Assessment Obligation of Declarant; Subsidy Agreements. After the commencement of annual assessment payments as to any Unit, Declarant, on behalf of itself and its successors and assigns, covenants and agrees to pay the full amount of the assessments provided herein for each existing Unit that it owns. The Board is specifically authorized to enter into subsidy contracts with Declarant or other entities for the payment of some portion of the

Association Expenses. Such contract or contracts shall be for the benefit of and enforceable by the Association and its Members.

Notwithstanding anything to the contrary herein, the Declarant may contribute assessments due from it in services or materials or a combination of services and materials, rather than in money, (herein collectively called "in kind contribution"). The amount by which monetary assessments shall be decreased as a result of any in kind contribution shall be the fair market value of the contribution. If the Declarant and the Board agree as to the value of any contribution, the value shall be as agreed. If the Board and the Declarant cannot agree as to the value of any contribution, the Declarant shall supply the Board with a detailed explanation of the service performed and material furnished, and the Board shall acquire bids for performing like services and furnishing like materials from three (3) independent contractors approved by the Declarant who are in the business of providing such services and materials. If the Board and the Declarant are still unable to agree on the value of the contribution, the value shall be deemed to be the average of the bids received from the independent contractors.

Section 10. Specific Assessments. The Board shall have the power to specifically assess pursuant to this Section as, in its discretion, it shall deem appropriate. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association or the Board and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section. The Board may specifically assess Units for the following expenses, except for expenses incurred for maintenance and repair of items which are the maintenance responsibility of the Association as provided herein:

(a) Expenses of the Association which benefit less than all of the Units may be specifically assessed equitably among all of the Units which are benefitted according to the benefit received.

(b) Expenses of the Association which benefit all Units, but which do not provide an equal benefit to all Units, may be specifically assessed equitably among all Units according to the benefit received.

Section 11. Exempt Property. Notwithstanding anything to the contrary herein, the following property shall

be exempt from General Assessments, Parcel Assessments, and special assessments:

- (a) all Common Property;
- (b) all property dedicated to and accepted by any governmental authority or public utility, including, without limitation, public schools, public streets, and public parks; and
- (c) all property owned by nonprofit organizations and restricted for use as private schools or churches; provided, however, the availability of the exemption for such nonprofit organizations is contingent upon prior approval by the Board.

Article V
Maintenance; Conveyance of Common Property
by Declarant to Association

Section 1. Association's Maintenance Responsibility.
The Association shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and improvements situated on the Common Property. The Association shall also maintain all storm water detention ponds within the Community.

The Association shall also have the right, but not the obligation, to maintain and provide services for other property not owned by the Association, whether located within or without the boundaries of the Community, and to enter into easements and covenants to share costs agreements regarding such property where the Board has determined that this would benefit Owners. Such maintenance and provision of services shall include, without limitation, maintenance of property within a particular Parcel or area of the Community if so required pursuant to a Supplementary Declaration executed by Declarant or pursuant to a contract entered into by the Association. Such activities shall not constitute discrimination within a class. The foregoing right shall also include, without limitation, the right to maintain entry features and areas adjacent to rights-of-way serving any part of the Community (whether such rights-of-way are located within or without the Community). The Association shall perform its obligations under the Declaration of Easements and Covenants to Share Costs attached hereto as Exhibit "E" and by reference made a part hereof.

The foregoing maintenance costs shall be assessed as a part of the General Assessment, Parcel Assessments or specific assessments, as determined by the Board in accordance with this Declaration.

The foregoing maintenance shall be performed consistent with the Community-Wide Standard.

Section 2. Owner's Maintenance Responsibility. Each Owner shall maintain or cause to be maintained in a safe, clean, and attractive condition all property subject to this Declaration which is owned directly or indirectly by such Owner in a manner consistent with the Community-Wide Standard and this Declaration. Such maintenance obligation shall include, without limitation, the following: prompt removal of all litter, trash, refuse, and waste; lawn mowing on a regular basis; tree and shrub pruning; watering landscaped areas; keeping improvements, exterior lighting, and maintenance facilities in good repair and working order; keeping lawn and garden areas alive, free of weeds, and attractive; keeping driveways in good repair; complying with all governmental health and police requirements; repair of exterior damages to improvements; and, if applicable, striping of parking areas and keeping roads and parking areas in good repair.

In the event that the Board determines that (a) any Owner or designee of the Owner, as designee is defined below, has failed or refused to discharge properly his obligations with regard to the maintenance, repair, or replacement of items for which he is responsible hereunder; or (b) that the need for maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, his or her family, guests, lessees, invitees, or designee and is not covered or paid for by insurance, in whole or in part, then, the Association may perform the repair, replacement or maintenance and shall, except in the event of an emergency situation, give the Owner or designee written notice of the Association's intent to provide such necessary maintenance, repair, or replacement, at the Owner's or the Owner's designee's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repairs, or replacement deemed necessary. The Owner or his designee shall have ten (10) days within which to complete such maintenance, repair, or replacement, or, in the event that such maintenance, repair, or

replacement is not capable of completion within a ten (10) day period, to commence such work which shall be completed within a reasonable time. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair, or replacement at such Owner's sole cost and expense, and all costs shall be treated as a specific assessment against the Owner and the property owned by the Owner. If an Owner has designated an entity such as a condominium association or commercial owners association to perform all or part of the maintenance required to be performed hereunder by such Owner for property owned directly or indirectly by such Owner and such entity has accepted such designation, either pursuant to a recorded declaration or otherwise, such entity shall be a designee of the Owner as such term is used above and the Association may, to the extent permitted by law, specifically assess such designee and the property owned or administered by such designee for all costs of correcting noncompliance with this Section.

Section 3. Party Walls and Party Fences. Each wall or fence built as a part of the original construction of the Units which shall serve and separate any two (2) adjoining Units shall constitute a party wall or fence and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

The cost of reasonable repair and maintenance of a party wall or fence shall be shared by the Owners who make use of the wall or fence in equal proportions.

If a party wall or fence is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the wall or fence may restore it, and if the other Owner or Owners thereafter make use of the wall or fence, they shall contribute to the cost of restoration thereof in equal proportions without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

In the event of any dispute arising concerning a party wall or fence, or under the provisions of this Section, each

party shall appoint one (1) arbitrator. Should any party refuse to appoint an arbitrator within ten (10) days after written request therefor by the Board, the Board shall appoint an arbitrator for the refusing party. The arbitrators thus appointed shall appoint one (1) additional arbitrator and the decision by a majority of all three (3) arbitrators shall be binding upon the parties and shall be a condition precedent to any right of legal action that either party may have against the other.

Section 4. Conveyance of Common Property by Declarant to Association. The Declarant may transfer or convey to the Association any personal property and any improved or unimproved real property, leasehold, easement, or other property interest which is or may be subjected to the terms of this Declaration. Such conveyance shall be accepted by the Association, and the property shall thereafter be Common Property to be maintained by the Association for the benefit of all or a part of its Members.

Article VI Use Restrictions and Rules

Section 1. General. This Article, beginning at Section 2, sets out certain use restrictions which must be complied with by all Owners and Occupants. These use restrictions may only be amended in the manner provided in Article XII, Section 4, hereof regarding amendment of this Declaration. In addition, the Board may, from time to time, without consent of the Members, promulgate, modify, or delete other use restrictions and rules and regulations applicable to the Community. This authority shall include, but shall not be limited to, the right to set the maximum and minimum speeds of vehicles within the Community and to impose all other necessary traffic and parking regulations. Such use restrictions and rules shall be distributed to all Owners and Occupants prior to the date that they are to become effective and shall thereafter be binding upon all Owners and Occupants until and unless overruled, cancelled, or modified in a regular or special meeting by a Majority of the total Association vote entitled to vote thereon and, so long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article IX hereof, the consent of Declarant.

Section 2. Commercial Use. All Units shall be used for commercial purposes exclusively. Notwithstanding the foregoing, those uses of property described in Article IV, Section 11 hereof shall also be permitted in the Community.

Subject to any applicable zoning ordinances, commercial use shall include, without limitation, the use of property for governmental, professional, office, commercial condominiums, Apartment Complexes, business, business park, eleemosynary, hotel, restaurant, retail and wholesale sales, bank and financial institution, research and development and medical purposes. The Board may issue rules regarding permitted commercial uses.

Section 3. Signs. No sign of any kind shall be erected by an Owner or Occupant within the Community without the prior written consent of the Architectural Review Committee. Notwithstanding the foregoing, the Board shall have the right to erect reasonable and appropriate signs and "For Sale" and "For Rent" signs consistent with the Community-Wide Standard as well as any sign required by law or legal proceedings may be erected upon any Unit.

Section 4. Vehicles. The term "vehicles," as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, minibikes, scooters, go-carts, trucks, campers, buses, vans, and automobiles.

No vehicle may be left upon any portion of the Community, except in a garage or other area designated by the Board, for a period longer than five (5) days if it is unlicensed or if it is in a condition such that it is incapable of being operated upon the public highways. After such five (5) day period, such vehicle shall be considered a nuisance and may be removed from the Community. Any towed vehicle, boat, recreational vehicle, motor home, or mobile home regularly stored in the Community or temporarily kept in the Community, except if kept in a garage or other area designated by the Board, for periods longer than twenty-four (24) hours each shall be considered a nuisance and may be removed from the Community.

No motorized vehicles shall be permitted on pathways or unpaved Common Property except for public safety vehicles and vehicles authorized by the Board.

Section 5. Parking. Vehicles shall be parked only in appropriate parking spaces or designated areas. All parking shall be subject to such rules and regulations as the Board of Directors may adopt.

Section 6. Occupants Bound. All provisions of the Declaration, By-Laws and of any rules and regulations, use restrictions, or design guidelines promulgated pursuant thereto

which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants even though Occupants are not specifically mentioned. Fines may be levied against Owners or Occupants. If a fine is first levied against an Occupant and is not paid timely, the fine may then be levied against the Owner.

Section 7. Animals and Pets. Unless otherwise permitted by the Board in the case of animal hospitals and similar facilities which the Board may, in its discretion, allow, no animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Unit; provided that, dogs, cats, or other usual and common household pets in reasonable number, as determined by the Board, may (as permitted by the Owner thereof) be raised and kept in an Apartment Complex.

Section 8. Nuisance and Unsightly or Unkempt Conditions. It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her property. No property within the Community shall be used, in whole or in part, for the storage of any property or thing that will cause such property to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on within the Community, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any property within the Community, including, without limitation, nuisances resulting from vibration, sound, electro-mechanical disturbance and radiation, electro-magnetic disturbance and radiation, air or water pollution, dust, or emission of toxic or odorous nontoxic matter. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any Unit unless required by law.

Section 9. Architectural Standards. No exterior construction, alteration, addition, or erection of any nature

whatsoever shall be commenced or placed upon any part of the Community, except such as is installed by the Declarant, or as is approved in accordance with this Section, or as is otherwise expressly permitted herein. No exterior construction, addition, erection, or alteration shall be made unless and until plans and specifications showing at least the nature, kind, shape, height, materials, and location shall have been submitted in writing to and approved by the Architectural Review Committee ("ARC"). The ARC may be established such that it is divided into two (2) subcommittees, with one (1) subcommittee having jurisdiction over modifications and the other having jurisdiction over new construction. The Board may employ, for the ARC, architects, engineers, or other Persons necessary to enable the Committee to perform its review. The ARC may, from time to time, delegate any of its rights or responsibilities hereunder to one (1) or more duly licensed architects or other qualified Persons, which shall have full authority to act on behalf of the Committee for all matters delegated. So long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article IX hereof, the Declarant shall have the right to appoint all members of the ARC. Upon the expiration or surrender of such right, the Board shall appoint the members of the ARC.

If the ARC fails to approve or to disapprove submitted plans and specifications within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required, and this Section will be deemed to have been fully complied with. As a condition of approval under this Section, an Owner, on behalf of himself and his successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement, and insurance to and on any change, modification, addition, or alteration. In the discretion of the ARC, an Owner may be made to verify such condition of approval by a recordable written instrument acknowledged by such Owner on behalf of himself and his successors-in-interest. The ARC shall be the sole arbiter of such plans and may withhold approval of plans which are inconsistent with the Community-Wide Standard, and it shall be entitled to stop any construction in violation of these restrictions. Any member of the Board or its representatives shall have the right, during reasonable hours and after reasonable notice, to enter upon any property at such member or representative's own risk to inspect for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with. Such Person or Persons shall not be deemed guilty of trespass by reason of such entry and the Association shall indemnify the Owner for any damage caused by such entry. In addition to any other remedies available to the Association, in the event of noncompliance with this

Section, the Board may, as provided in Article XII, Section 1, hereof, record in the appropriate land records a notice of violation naming the violating Owner.

Plans and specifications are not approved for engineering or structural design or quality of materials, and by approving such plans and specifications neither the ARC, the members thereof, the Declarant nor the Association assumes liability or responsibility therefor, nor for any defect in any structure constructed from such plans and specifications. Neither Declarant, the Association, the ARC, the Board, nor the officers, directors, members, employees, and agents of any of them shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner of property affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every Person who submits plans or specifications and every Owner agrees that he will not bring any action or suit against Declarant, the Association, the ARC, the Board, or the officers, directors, members, employees, and agents of any of them to recover any such damages and hereby releases, remises, quit-claims, and covenants not to sue for all claims, demands, and causes of action arising out of or in connection with any judgment, negligence, or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands, and causes of action not known at the time the release is given.

Section 10. Antennas. No exterior antennas of any kind shall be placed, allowed, or maintained upon any portion of the Community without the prior written consent of the ARC. No free standing antennas whatsoever shall be placed on any Unit, including, without limitation, satellite dishes. However, the Board reserves the right to (but shall not be obligated to) approve or erect a master antenna, satellite dish or other similar master system for the benefit of one (1) or more Apartment Complexes, Parcels or for the benefit of the entire Community. Each Owner and Occupant acknowledges that this provision benefits all Owners and Occupants and each Owner and Occupant agrees to comply with this provision despite the fact that the erection of an outdoor antenna or similar device would be the most cost-effective way to transmit or receive the signals sought to be transmitted or received.

Section 11. Tree Removal. No trees shall be removed without the express consent of the ARC, except for (a) diseased or dead trees; (b) trees needing to be removed to promote the growth of other trees; or (c) for safety reasons.

Section 12. Irrigation. No sprinkler or irrigation systems of any type which draw directly from creeks, streams, rivers, lakes, ponds, canals, or other waterways shall be installed, constructed, or operated within the Community without the prior written consent of the ARC. All sprinkler and irrigation systems not originally installed by the Declarant shall be subject to approval by the ARC.

Section 13. Drainage. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or Occupant may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains.

Section 14. Sight Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where this would create a traffic or sight problem.

Section 15. Mechanical Equipment, Garbage Cans, Trash Containers, Tanks, Etc. All mechanical equipment servicing buildings, above-ground tanks and other similar items, garbage, and trash containers shall be located or screened so as to be concealed from view of neighboring streets and property. All rubbish, trash, and garbage shall be regularly removed and shall not be allowed to accumulate. Declarant, however, hereby expressly reserves the right to dump and bury construction debris and trees on property within the Community (with the consent of the Owner thereof) as needed for efficient construction and to allow builders within the Community to do likewise. Trash, garbage, debris, or other waste matter of any kind may not be burned within the Community, without first obtaining a permit from the local governmental authority and the consent of the ARC.

Section 16. Subdivision of Unit. No Unit shall be subdivided or its boundary lines changed except with the prior written approval of the ARC. Declarant, however, hereby expressly reserves the right to replat any Unit or Units (with the consent of the Owner thereof). Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations.

Section 17. Tents, Trailers, and Temporary Structures. No tent, trailer, or temporary structure of any kind shall be placed upon a Unit or any part of the Community without the written consent of the ARC.

Section 18. Utility Lines. No overhead utility lines, including lines for cable television, shall be permitted within the Community, except for temporary lines as required during construction and lines installed by or at the request of Declarant.

Section 19. Air-Conditioning Units. Except as may be permitted by the ARC, no window air conditioning units may be installed.

Section 20. Lighting. All exterior lighting must be approved by the ARC.

Section 21. Artificial Vegetation, Exterior Sculpture, and Similar Items. Unless approved by the ARC no artificial vegetation shall be permitted on the exterior of any property. Exterior sculpture, fountains, flags, and similar items must also be approved by the ARC.

Section 22. Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless they are an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the ARC.

Section 23. Other Prohibited Uses. In addition to uses which are prohibited by applicable zoning for the Community or otherwise prohibited pursuant to this Declaration, the following uses and activities are prohibited within the Community:

- (a) residential use of other than an Apartment Unit in an Apartment Complex unless the prior written approval of the Board is obtained;
- (b) trailer courts, mobile home parks and recreational vehicle campgrounds;
- (c) oil drilling, water drilling, oil refining, quarrying or mining operations and all construction incident thereto;
- (d) junk yards and recycling facilities;
- (e) commercial excavation of building or construction materials, except in the usual course of construction of improvements;

- (f) distillation of bones;
- (g) dumping, disposal, incineration or reduction of
garbage, sewage, offal, dead animals or refuse;
- (h) fat rendering;
- (i) stockyard or slaughter of animals;
- (j) refining of petroleum or of its products;
- (k) smelting of iron, tin, zinc or other ores;
- (l) cemeteries;
- (m) labor camps and migrant worker camps;
- (n) jails or honor farms;
- (o) agricultural uses including animal husbandry;
- (p) truck terminals;
- (q) munitions and related manufacturing and storage;
- (r) manufacturing or warehousing activities, except
as may be approved in writing by the Board; or
- (s) automobile service or gas stations, except as may
be approved in writing by the Board.

Article VII
Insurance and Casualty Losses

Section 1. Insurance. The Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Property. The Association shall also have the authority, if required or permitted by a Supplementary Declaration or contract entered into by the Association, and as required by the Declaration of Easements and Covenants to Share Costs to obtain insurance for other improvements, including Units. This insurance shall, at a minimum, cover loss or damage by fire and all other hazards normally covered by the standard extended coverage endorsement and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. Alternatively, the Board may purchase "all-risk" coverage in like amounts.

If available at reasonable cost, as determined in the sole discretion of the Board, the Board shall obtain a public liability policy applicable to the Common Property insuring the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents. The public liability policy shall have a combined single limit of at least One Million (\$1,000,000.00) Dollars. If available at reasonable cost, as determined in the sole discretion of the Board, the Board shall also obtain directors' and officers' liability insurance. The Board is hereby authorized to contract with or otherwise arrange to obtain the insurance coverage required hereunder through the Declarant and to reimburse the Declarant for the cost thereof, and the Declarant shall be authorized, but not obligated, to purchase such insurance coverage for the benefit of the Association and the Owners upon the Declarant and the Association agreeing upon the terms and conditions applicable to reimbursement by the Association for costs incurred by the Declarant in obtaining such coverage. Notwithstanding anything contained in this Declaration to the contrary, the Board shall not be required to comply with the provisions of this Article if the Board is unable to so comply because the Board has contracted for or otherwise arranged to obtain insurance coverage through the Declarant.

Premiums for all insurance shall be Association Expenses. The policies may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association, as trustee, for the respective benefitted parties, as further identified in subparagraph (b), below. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company licensed or otherwise authorized to do business in Georgia and holding no less than an A general policyholder's rating and a Class X financial category rating in Best's Key Rating Guide, or the equivalent, if available, or, if not available, the most nearly equivalent ratings.

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

(c) In no event shall the insurance coverage obtained and maintained by the Association's Board hereunder be brought into contribution with insurance purchased by individual Owners, Occupants, or their Mortgagees, and the insurance carried by the Association shall be primary.

(d) All casualty insurance policies shall have an inflation guard endorsement and an agreed amount endorsement if these are reasonably available and all insurance policies shall be reviewed annually by one (1) or more qualified Persons, at least one (1) of whom must be in the real estate industry and familiar with construction in the county where the Community is located.

(e) The Association's Board shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against the Association's Board, its manager, the Owners and their respective tenants, servants, agents, and guests;

(ii) a waiver by the insurer of its rights to repair and reconstruct instead of paying cash;

(iii) that no policy may be cancelled, subjected to nonrenewal, invalidated, or suspended on account of any one (1) or more individual Owners;

(iv) that no policy may be cancelled, subjected to nonrenewal, invalidated, or suspended on account of any defect or the conduct of any director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Board to cure the defect or to cease the conduct and the allowance of a reasonable time thereafter within which a cure may be effected by the Board, its manager, any Owner or Mortgagee;

(v) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(vi) that no policy may be cancelled, subjected to nonrenewal or substantially modified without at least ten (10) days' prior written notice to the Board.

In addition to the other insurance required by this Section, the Board shall obtain worker's compensation

insurance, if and to the extent necessary, to satisfy the requirements of applicable laws, and, if available at reasonable cost (in the sole discretion of the Board) a fidelity bond or employees dishonesty coverage covering the directors, officers, agents, employees, and other persons handling or responsible for the Association's funds. The amount of fidelity or employees dishonesty coverage, if obtained, shall be determined in the directors' best business judgment. Such coverage shall contain a waiver of all defenses based upon the exclusion of Persons serving without compensation and may not be cancelled, subjected to nonrenewal or substantially modified without at least ten (10) days' prior written notice to the Association.

Section 2. Property Insured By Association: Damage and Destruction. Immediately after the damage or destruction by fire or other casualty to all or any portion of any improvement covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty.

Any damage or destruction shall be repaired or reconstructed unless, within sixty (60) days after the casualty, at least seventy-five (75%) percent of the total Association vote entitled to vote thereon, the Owner(s) of the damaged property, if any, the Owner(s) of any property served by the damaged property, if any, and, so long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article IX hereof, the Declarant, otherwise agree. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within such period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed one hundred and twenty (120) days. No Mortgagee shall have the right to participate in the determination of whether damage or destruction shall be repaired or reconstructed.

If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the

Association's Members, levy a special assessment against all Owners. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair or reconstruction or if the improvements are not repaired or reconstructed, such excess shall be deposited to the benefit of the Association.

In the event that it should be determined by the Association in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the property shall be restored to its natural state and maintained as an undeveloped portion of the Community in a neat and attractive condition.

Section 3. Property Insured By Owners: Damage and Destruction. By virtue of taking title to property within the Community, each Owner covenants and agrees with all other Owners and with the Association that in the event that the Association does not carry insurance on the Owner's property, each Owner shall carry liability and casualty insurance or cause such insurance to be carried by another entity, such as a condominium association or commercial owners association. Each Owner further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction, the individual Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or in such other manner as may be approved by the ARC. In the event that the structure is totally destroyed and the individual Owner determines not to rebuild or to reconstruct, the individual Owner shall clear the Unit of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction and thereafter maintain the Unit in a neat and attractive condition consistent with the Community-Wide Standard.

Section 4. Insurance Deductible. The deductible for any casualty insurance policy carried by the Association shall, in the event of damage or destruction, be allocated among the Persons who are responsible hereunder for maintenance of the damaged or destroyed property.

Article VIII Condemnation

Whenever all or any part of the Common Property shall be taken (or conveyed in lieu of and under threat of

condemnation by the Board, acting on its behalf or on the written direction of all Owners subject to the taking, if any) by any authority having the power of condemnation or eminent domain, the Association shall represent the Owners. The award made for such taking shall be payable to the Association as trustee for all Owners. The provisions of Article VII, Section 2, above, applicable to Common Property improvements damage or destruction, shall govern replacement or restoration and the actions to be taken in the event that the improvements are not restored or replaced.

Article IX
Annexation of Additional Property

Section 1. Unilateral Annexation By Declarant. As the owner thereof or, if not the owner, with the consent of the owner thereof, Declarant shall have the unilateral right, privilege, and option from time to time at any time until fifteen (15) years after the recording of this Declaration to subject all or any portion of the real property described in Exhibit "C", attached hereto and by reference made a part hereof, to the provisions of this Declaration and the jurisdiction of the Association by filing for record a Supplementary Declaration describing the property being annexed. Any such annexation shall be effective upon the filing for record of such Supplementary Declaration unless otherwise provided therein. As long as covenants applicable to the real property previously subjected to this Declaration are not changed and as long as rights of the then Owners are not adversely affected, the Declarant may unilaterally amend this Declaration to reflect the different character of any real property annexed by Declarant.

The rights reserved unto Declarant to subject additional land to the Declaration shall not impose any obligation upon Declarant to subject any of such additional land to this Declaration or to the jurisdiction of the Association. If such additional land is not subjected to this Declaration, Declarant's reserved rights shall not impose any obligation on Declarant to impose any covenants and restrictions similar to those contained herein upon such additional land nor shall such rights in any manner limit or restrict the use to which such additional land may be put by Declarant or any subsequent owner thereof, whether such uses are consistent with the covenants and restrictions imposed hereby or not.

Section 2. Other Annexation. Subject to the consent of the owner thereof and, so long as the Declarant has an option to subject additional property to this Declaration as provided above, the consent of the Declarant, upon the affirmative vote of at least a Majority of the Association vote present, in person or by proxy, at a meeting duly called for such purpose (or, if a meeting is not called, upon the affirmative vote of at least a Majority of votes cast in a referendum on the issue), the Association may annex other real property to the provisions of this Declaration and the jurisdiction of the Association by filing for record a Supplementary Declaration describing the property being annexed. Any such Supplementary Declaration shall be signed by the President and Secretary of the Association, and any such annexation shall be effective upon the filing for record of such Supplementary Declaration, unless a later effective date is provided therein.

Section 3. Residential Condominium Conversions:
Removal of Property. An Apartment Complex subject to this Declaration may subsequently be converted to the condominium form of ownership. In such event, the property subjected to the condominium form of ownership shall be removed from this Declaration and transferred to the Declaration of Protective Covenants for The Residential Area of Park Bridge recorded or to be recorded in the land records of the county where the property is located ("Residential Declaration"). The Owner of the apartment property shall, at the time the declaration of condominium is filed, cause a Supplementary Declaration describing the property being converted and referencing both the Residential Declaration and this Declaration to be filed. Any such transfer shall be effective upon the filing for record of such Supplementary Declaration unless a later effective date is provided therein. Such transfer shall not require the vote or other consent of the Members of either the Park Bridge Residential Association, Inc., or the Association. Notwithstanding any other provision contained herein no property subject to this Declaration shall be otherwise removed from this Declaration without the consent of Owners holding one hundred (100%) percent of the total Association vote entitled to vote thereon.

Article X Mortgagee Provisions

The provisions of this Article apply to both this Declaration and to the By-Laws, notwithstanding any other provisions contained therein.

Section 1. No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as

giving any Owner or other party priority over any rights of the first Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Property.

Section 2. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Unit.

Section 3. Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request, which request shall notify such Mortgagee of this provision.

Article XI Easements

Section 1. Easements for Encroachment and Overhang. There shall be reciprocal appurtenant easements for encroachment and overhang as between each Unit and such portion or portions of the Common Property adjacent thereto or as between adjacent Units due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of this Declaration) to a distance of not more than five (5) feet, as measured from any point on the common boundary between each Unit and the adjacent portion of the Common Property or as between adjacent Units, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an Owner, Occupant, or the Association.

Section 2. Easements for Use and Enjoyment of Common Property. Every Member shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Property which shall be appurtenant to and shall pass with the title to his property, subject to the following provisions:

(a) the right of the Board to charge reasonable admission and other fees for the use of any portion of the Common Property, to limit the number of guests who may use the Common Property, to allow Persons who are not Members of the Association, such as Persons living or working in the vicinity of the Community, to use the Common Property on a regular or

temporary basis and to charge or not charge a user fee therefor, and to provide for the exclusive use and enjoyment of specific portions thereof at certain designated times by an Owner, his tenants, guests, Occupants, and invitees;

(b) the right of the Board to suspend the voting rights of an Owner and Occupant and the right of an Owner and Occupant to use the Common Property for any period during which any assessment which is hereby provided for remains unpaid; and, for a reasonable period of time for an infraction of the Declaration, By-Laws, use restrictions, rules and regulations or design guidelines;

(c) the right of the Board, upon the affirmative vote of a Majority of the total Association vote entitled to vote thereon, to borrow money for the purpose of improving the Common Property, or any portion thereof, or for construction, repairing or improving any facilities located or to be located thereon, and give as security for the payment of any such loan a Mortgage conveying all or any portion of the Common Property; provided, however, the lien and encumbrance of any such Mortgage given shall be subject and subordinate to any rights, interests, options, easements and privileges herein reserved or established for the benefit of Declarant, or any Unit or Owner, or the holder of any Mortgage, irrespective of when executed, given by Declarant or any Owner encumbering any Unit or other property located within the Community (Any provision in this Declaration or in any such Mortgage given by the Board to the contrary notwithstanding, the exercise of any rights therein by the holder thereof in the event of a default thereunder shall not cancel or terminate any rights, easements or privileges herein reserved or established for the benefit of Declarant, or any Unit or Owner, or the holder of any Mortgage, irrespective of when executed, given by Declarant or any Owner encumbering any Unit or other property located within the Community.); and

(d) the right of the Board to dedicate or transfer all or any portion of the Common Property subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been approved by at least a Majority of the Association vote present, in person or by proxy, at a meeting duly called for such purpose (or, if a meeting is not called, upon the affirmative vote of at least a Majority of the votes cast in a referendum on the issue) and, so long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article IX hereof, by the Declarant.

An Owner's right of use and enjoyment in and to the Common Property and facilities located thereon shall extend to his tenants and guests. An Owner shall be deemed to have made a delegation of all such rights to the Occupants of such Owner's Unit, if leased.

Upon the affirmative vote of the Majority of the Association vote present, in person or by proxy, at a meeting duly called for such purpose (or, if a meeting is not called, upon the affirmative vote of at least a Majority of the votes cast in a referendum on the issue) and, so long as the Declarant has an option unilaterally to subject additional Property to this Declaration as provided in Article IX hereof, the consent of Declarant, the Board may, subject to applicable zoning, alter the use of any Common Property. For example, and by way of illustration and not limitation, the Board may convert a parking lot into a park or vice versa.

Section 3. Reserved Easements for the Provision of Services to the Community. There is hereby reserved to the Declarant, its successors and assigns and the Association blanket easements upon, across, above and under all property within the Community for access, ingress, egress, installation, repairing, replacing, maintaining, and removing rights-of-way, drainage facilities, floodway easements, and all utilities serving the Community or any portion thereof, including, but not limited to, gas, water, sanitary sewer, telephone and electricity, and any other similar service such as, but not limited to, a master television antenna system, cable television system, video system, or security system which the Declarant or the Association might decide to have installed to serve the Community or any portion thereof. It shall be expressly permissible for the Declarant and its successors and assigns and the Association to install, repair, replace, maintain, and remove or to authorize the installation, repair, replacement, maintenance, or removal of such wires, conduits, cables and other equipment related to the providing of any such utility or service. Declarant, its successors and assigns and the Association shall have full rights of ingress and egress at all times over all portions of the Community for the installation, operation, maintenance, repair, or removal of any of the foregoing utilities or services and shall have the right to remove any unauthorized obstruction placed in or on any of the foregoing easements that would, in the sole discretion of Declarant, its successors and assigns or the Association, interfere with the use of the above easements, or with the use, maintenance, operation, or installation of the foregoing utilities or services. In no event shall the foregoing prohibit paving or landscaping within such easements.

Declarant shall have the right to assign and convey, in whole or in part, the easements reserved by it hereunder to one or more public utility companies, quasi-public service companies, or relevant governmental authorities. All utilities installed within the above described easements shall be installed underground.

ALL OWNERS, OCCUPANTS, GUESTS, AND INVITEES, AS APPLICABLE, ACKNOWLEDGE THAT THE DECLARANT, THE ASSOCIATION AND ITS BOARD OF DIRECTORS, AND THE ARCHITECTURAL REVIEW COMMITTEE DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM OR BURGLAR ALARM SYSTEM DESIGNED OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY THE DECLARANT OR THE ARCHITECTURAL REVIEW COMMITTEE MAY NOT BE COMPROMISED OR CIRCUMVENTED, THAT THE FIRE PROTECTION AND BURGLAR ALARM SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP, OR OTHERWISE AND THAT THE FIRE PROTECTION AND BURGLAR ALARM SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS INSTALLED OR INTENDED. EACH OWNER, OCCUPANT, GUEST, OR INVITEE, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE DECLARANT, THE ASSOCIATION, THE BOARD OF DIRECTORS, AND ARCHITECTURAL REVIEW COMMITTEE ARE NOT INSURERS AND THAT EACH OWNER, OCCUPANT, GUEST, AND INVITEE ASSUME ALL RISKS OF PERSONAL INJURY AND PROPERTY DAMAGE AND FURTHER ACKNOWLEDGE THAT DECLARANT, THE ASSOCIATION, THE BOARD OF DIRECTORS, AND ARCHITECTURAL REVIEW COMMITTEE HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS ANY OWNER, OCCUPANT, GUEST, OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE RELATIVE TO THESE FIRE AND BURGLAR ALARM SYSTEMS.

Section 4. Easement for Entry. In addition to the right of the Board to exercise self-help as provided in Article XII, Section 2, hereof, the Board shall have the right, but shall not be obligated, to enter upon any property within the Community for emergency, security, and safety, which right may be exercised by the manager, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner, and the entering party shall be responsible for any damage caused. This right of entry shall include the right of the Board to enter to cure any condition which may increase the possibility of a fire, slope erosion, or other hazard in the event an Owner or Occupant fails or refuses to cure the condition upon request by the Board.

Section 5. Easement for Maintenance. Declarant hereby expressly reserves a perpetual easement for the benefit

of the Declarant, its successors and assigns, and the Association, over and upon each Unit for the maintenance required under Article V, hereof. This easement shall include, without limitation, the rights of ingress, egress, installation, construction, landscaping and maintenance of entry features, street signs, street lights, drainage retention facilities, irrigation systems which serve more than one (1) Unit and landscaped areas adjacent to rights-of-way for the Community. The easement and right herein reserved shall include the right to cut, remove and plant trees, shrubbery, flowers and other vegetation around all entry features and adjacent to rights-of-way and the right to grade the land under and around and adjacent to entry features, drainage retention facilities and adjacent to rights-of-way.

Article XII General Provisions

Section 1. Enforcement. Each Owner and every Occupant shall comply strictly with the By-Laws, the rules and regulations, the use restrictions and with the design guidelines, all as may be amended or modified from time to time, and with the covenants, conditions, and restrictions set forth in this Declaration, as may be amended from time to time, and in the deed to his or her property within the Community, if any. The Board may impose fines or other sanctions, which shall be collected as provided herein for the collection of assessments. Failure to comply with this Declaration, the By-Laws, the rules and regulations, use restrictions, or design guidelines shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board, on behalf of the Association, or, in a proper case, by an aggrieved Owner or Occupant. Failure by the Board or any Owner or Occupant to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter. The Board shall have the right to record in the appropriate land records a notice of violation of the Declaration, By-Laws, rules and regulations, use restrictions, or design guidelines and to assess the cost of recording and removing such notice against the Owner who is responsible (or whose Occupants are responsible) for violating the foregoing.

Section 2. Self-Help. In addition to any other remedies provided for herein, the Board or its duly authorized agent shall have the power to enter upon a Unit or any portion of the Community to abate or remove, using such force as may be reasonably necessary, any erection, thing or condition which violates this Declaration, the By-Laws, the rules and

regulations, the use restrictions, or the design guidelines. Except in the case of emergency situations and towing, the Board shall give the violating Owner ten (10) days written notice of its intent to exercise self-help. All costs of self-help, including reasonable attorney's fees actually incurred shall be assessed against the violating Owner and shall be collected as provided for herein for the collection of assessments.

Section 3. Duration. The provisions of this Declaration shall run with and bind the land and shall be and remain in effect for a period of twenty (20) years after the date that this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless such extension is disapproved at a meeting duly called for such purpose by at least a Majority of the total Association vote (or, if a meeting is not called, upon the affirmative vote of at least a Majority of the total Association vote cast in a referendum on the issue) and, so long as the Declarant has an option unilaterally to subject additional Property to this Declaration as provided in Article IX hereof, the consent of Declarant. Such meeting must be held and a written instrument reflecting disapproval must be recorded within the year immediately preceding the beginning of a renewal period. Every purchaser or grantee of any interest in any real property subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that such provisions of this Declaration may be extended and renewed as provided in this Section.

Section 4. Amendment. This Declaration may be amended unilaterally at any time and from time to time by Declarant if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith or if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Units subject to this Declaration; provided, however, any such amendment shall not adversely affect any Owner's property unless any such Owner shall consent thereto in writing. Further, so long as Declarant has the right unilaterally to subject additional property to this Declaration as provided in Article IX hereof, Declarant may unilaterally amend this Declaration for any other purpose; provided, however, any such amendment shall not materially and adversely affect the substantive rights of any Owner or Occupant hereunder, nor shall it adversely affect title to the property of any Owner without the consent of the affected Owner or Occupant.

In addition to the above, this Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of at least a Majority of the total Association vote entitled to vote thereon and, so long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article IX hereof, the consent of the Declarant. A meeting may be called (but shall not be required to be called) to consider and vote upon any amendment. Amendments to this Declaration shall become effective upon recordation, unless a later effective date is specified therein. No provision of this Declaration which reserves or grants special rights to the Declarant shall be amended without the Declarant's prior written consent so long as the Declarant owns any property, primarily for development and/or sale, in the Community, or subject to annexation to the Community.

Any procedural challenge to an amendment must be made within six (6) months of its recordation. In no event shall a change of conditions or circumstances operate to amend any provisions of the Declaration or By-Laws.

Section 5. Partition. The Common Property shall remain undivided, and no Owner nor any other Person shall bring any action for partition or division of the whole or any part thereof without the written consent of all Owners of all portions of the property located within the Community, the written consent of all holders of all Mortgages encumbering any portion of the property located within the Community, and, so long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article IX hereof, the consent of the Declarant.

Section 6. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

Section 7. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any Person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Declaration are declared to be severable.

Section 8. Captions. The captions of each Article and Section hereof, as to the contents of each Article and

Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

Section 9. Preparer. This Declaration was prepared by Hyatt & Rhoads, P.C., 2400 Marquis One Tower, 245 Peachtree Center Avenue, N.E., Atlanta, Georgia, 30303.

Section 10. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

Section 11. Indemnification. In accordance with Section 14-3-110 of the Georgia Nonprofit Corporation Code, and to the full extent allowed in Section 14-2-156 of the Georgia Business Corporation Code, and in accordance with the provisions contained therein, the Association shall indemnify every Person who was or is a party or who 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 serving as a director or officer of the Association against any and all expenses, including attorneys' fees, imposed upon or reasonably incurred in connection with any action, suit, or proceeding; if such Person acted in a manner reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. Any indemnification hereunder shall be made by the Association only as authorized (as provided in Section 14-2-156 of the Georgia Business Corporation Code) in a specific case upon a determination that indemnification of the person is proper under the circumstances.

The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be liable as members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of

any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is available at reasonable cost, as determined in the sole discretion of the Board.

Section 12. Construction and Sale Period.

Notwithstanding any provisions contained in this Declaration, the By-Laws, the Articles of Incorporation, use restrictions, rules and regulations, design guidelines, and any amendments thereto, until Declarant's right unilaterally to subject property to this Declaration as provided in Article IX terminates, it shall be expressly permissible for the Declarant and any builder approved by the Declarant to maintain and carry on, upon such portion of the Community as the Declarant may deem necessary, such facilities and activities as in the sole opinion of the Declarant may be required, convenient, or incidental to the Declarant's and such builder's development, construction, and sales activities related to property described on Exhibit "B" and Exhibit "C" to this Declaration, including, but without limitation: the right of access, ingress and egress for vehicular and pedestrian traffic over, under, on or in the Community; the right to tie into any portion of the Community with streets, driveways, parking areas and walkways; the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain and repair any device which provides utility or similar services including, without limitation, electrical, telephone, natural gas, water, sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Community; the right to carry on sales and promotional activities in the Community; and the right to construct and operate business offices, signs, construction trailers, models and sales offices. The Declarant and any such builder may use Units or offices owned or leased by the Declarant or such builder as model Units and sales offices.

Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense. This Section shall not be amended without the written consent of the Declarant so long as the Declarant owns any property primarily for development and/or sale in the Community or subject to annexation to the Community.

Section 13. Books and Records. This Declaration, the By-Laws, the Articles of Incorporation, copies of rules and regulations, use restrictions, design guidelines, membership register, books of account, and minutes of meetings of the Members, of the Board and of committees shall be made available for inspection and copying by any Member of the Association or by his duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a Member at the office of the Association or at such other reasonable place as the Board shall prescribe.

The Board shall establish reasonable rules with respect to:

- (a) notice to be given to the custodian of the records;
- (b) hours and days of the week when such an inspection may be made; and
- (c) payment of the cost of reproducing copies of documents.

Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extra copies of documents at the reasonable expense of the Association.

Section 14. Financial Statements. Financial statements reflecting the accounts of the Association shall be compiled annually in such manner as the Board may decide; provided, however, after having received the Board's financial statements at the annual meeting, the Owners, by a Majority of the total Association vote entitled to vote thereon, may require that the financial statements of the Association be audited as an Association Expense by a certified public accountant.

Section 15. Estoppel Certificate. Upon the request of any Member, the Board or its designee shall furnish a written certificate signed by an officer or agent of the Association regarding unpaid assessments levied against that Member's property and any violations of the Declaration, By-Laws, use restrictions, rules and regulations, or design guidelines by any Owner or Occupant of such property. Such certificate shall bind the Association with respect to the foregoing matters. The Association may require the advance

payment of a processing fee not to exceed Twenty-five (\$25.00) Dollars for the issuance of each such certificate.

Section 16. Agreements. Subject to the prior approval of Declarant (so long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article IX hereof), all agreements and determinations, including settlement agreements regarding litigation involving the Association, lawfully authorized by the Board shall be binding upon all Owners, their heirs, legal representatives, successors, assigns, and others having an interest in the Community or the privilege of possession and enjoyment of any part of the Community.

Section 17. Implied Rights. The Association may exercise any right or privilege given to it expressly by this Declaration, the By-Laws, the Articles of Incorporation, any use restriction or rule, the design guidelines and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.

Section 18. Use of Words "Park Bridge". No Person shall use the words "Park Bridge" or any derivative thereof in the name of any commercial building or any business or enterprise or in any printed or promotional material without the prior written consent of the Association and so long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article IX hereof, the consent of the Declarant. However, Owners or Occupants may use the term "Park Bridge" in printed or promotional matter where such term is used solely to specify that particular property is located within Park Bridge.

Section 19. Variances. Notwithstanding anything to the contrary contained herein, the Board of Directors, and Declarant for so long as the Declarant has the right to appoint a majority of the members of the Board of Directors pursuant to Article III of the By-Laws, shall be authorized to grant individual variances from any of the provisions of this Declaration or the By-Laws, except the provisions of Article IV of the Declaration regarding assessments, if it determines that waiver of application or enforcement of the provision in a particular case would not be inconsistent with the overall scheme of development for the Community.

IN WITNESS WHEREOF, the undersigned, being the duly appointed officers of Declarant herein, have executed this instrument and affixed the corporate seal this 16th day of December, 1987.

DECLARANT: CONTINENTAL SOUTHERN, INC. [SEAL]

By: Robert C. [Signature] [SEAL]

Title: President

Attest: J. Ann. Allen [SEAL]

Title: Secretary

Signed, sealed, and delivered this 16th day of December, 1987, in the presence of:

[CORPORATE SEAL]

[Signature]
WITNESS

Penelope Sutton
NOTARY PUBLIC

My Commission Expires: 10/88

[NOTARY SEAL]

1125g

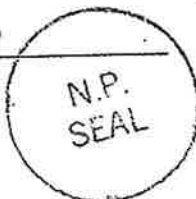


EXHIBIT "A"

Definitions

The following words, when used in this Declaration or in any Supplementary Declaration (unless the context shall prohibit), shall have the following meanings:

(a) "Apartment Complex" shall mean and refer to a real estate apartment complex within the Community composed of one (1) or more structures, which structure contains two (2) or more Apartment Units, at least one (1) of which is to be rented to the public by the Owner. Rental duplex structures, as such term may be defined from time to time in the applicable zoning or subdivision ordinance, shall each be deemed to be an Apartment Complex and each single family residential unit within the duplex shall be deemed to be an Apartment Unit.

(b) "Apartment Unit" shall mean and refer to a residential unit in an Apartment Complex located within the Community.

(c) "Articles of Incorporation" shall mean the Articles of Incorporation of Park Bridge Owners Association, Inc., as such document may be amended.

(d) "Association" shall mean and refer to Park Bridge Owners Association, Inc., a nonprofit, nonstock, membership corporation incorporated under the laws of the State of Georgia, its successors and assigns.

(e) "Association Expenses" shall mean and include the actual and estimated expenses of operating the Association, both for general and Parcel purposes, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to the Declaration, the By-Laws, and the Articles of Incorporation.

(f) "Board of Directors" or "Board" shall mean the governing body of the Association, and the Board shall have such duties as are provided in the Declaration, the By-Laws, the Articles of Incorporation, and the Georgia Nonprofit Corporation Code.

(g) "By-Laws" shall refer to the By-Laws of Park Bridge Owners Association, Inc., attached to the Declaration as Exhibit "F" and incorporated herein by this reference, as such document may be amended.

(h) "Certificate of Occupancy" shall mean any required certification issued by the appropriate governmental authorities as a prerequisite to occupancy of any Unit.

(i) "Common Property" shall mean any and all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners and Occupants, whether located within or without the boundaries of the Community.

(j) "Community" shall mean and refer to that certain real property and interests therein described in Exhibit "B", attached hereto, and (i) such additions thereto of all or any portion of the real property described in Exhibit "C", attached hereto, as may be made by Declarant (or its Mortgagee or transferee, as provided in the Declaration) by Supplementary Declaration; and (ii) such additions thereto of other real property as may be made by the Association by Supplementary Declaration.

(k) "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing in the Community. Such standard may be more specifically determined by the Board of Directors of the Association and by committees required or permitted to be established pursuant to the Declaration and By-Laws. Such determination, however, must be consistent with the Community-Wide Standard originally established by the Declarant.

(l) "Declarant" shall mean and refer to Continental Southern, Inc., a Georgia corporation, and its successors-in-title and assigns, provided any such successor-in-title or assign shall acquire for the purpose of development or sale all or any portion of the remaining undeveloped or unsold portions of the real property described in Exhibit "B", attached hereto, or in Exhibit "C", attached hereto, and provided further, in the instrument of conveyance to any such successor-in-title or assign, such successor-in-title or assign is designated as the "Declarant" hereunder by the grantor of such conveyance, which grantor shall be the "Declarant" hereunder at the time of such conveyance; provided, further, upon such designation of such successor Declarant, all rights of the former Declarant in and to such status as "Declarant" hereunder shall cease, it being understood that as to all of the property described in Exhibit "B", attached hereto, and in Exhibit "C", attached hereto, which is now or hereafter subjected to this Declaration, there shall be only one (1) person or legal entity entitled to exercise the rights and powers of the "Declarant" hereunder at any one (1) point in time.

(m) "Declaration" shall mean the Declaration of Protective Covenants for The Commercial Area of Park Bridge, as such document may be amended.

(n) "General Assessments" shall mean assessments levied for Association Expenses determined by the Board to benefit all Owners and Occupants.

(o) "Improved Unit" as used herein, shall mean land upon which a structure has been erected where a Certificate of Occupancy has been obtained for any portion of such structure.

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

(q) "Member" shall mean a Person that is a member of the Association as provided in the Declaration.

(r) "Mortgage" means any mortgage, deed to secure debt, and any and all other similar instruments used for the purpose of conveying or encumbering real property as security for the payment or satisfaction of an obligation.

(s) "Mortgagee" shall mean the holder of a Mortgage.

(t) "Occupant" shall mean any Person occupying all or any portion of a Unit or other property located within the Community for any period of time, regardless of whether such Person is a tenant of the Owner of such property.

(u) "Owner" shall mean the record owner, whether one (1) or more Persons, of the fee simple title to any real property located within the Community, including contract sellers, but excluding any Person holding such interest merely as security for the performance or satisfaction of any obligation and excluding contract purchasers.

(v) "Parcel" shall mean and refer to separately designated commercial areas comprised of various types of commercial property which initially or by amendment are made subject to this Declaration. For example, and by way of illustration and not limitation, a commercial condominium development, an office park, a shopping center and a town center area may all be designated as separate Parcels. If separate Parcel status is desired, the Declarant shall designate in the Supplementary Declaration subjecting the property to the terms and conditions of this Declaration that such property shall constitute a separate Parcel or Parcels.

In the absence of specific designation of separate Parcel status, all property made subject to this Declaration shall be considered a part of the same Parcel. The Board may also grant Parcel status to any area if so requested in writing by Owners holding at least seventy-five (75%) percent of the total vote entitled to vote thereon in such area.

(w) "Parcel Assessments" shall mean assessments for Association Expenses provided for herein or by any Supplementary Declaration which are incurred for the purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of only the Owners and Occupants of the Parcel against which the specific Parcel Assessment is levied and of maintaining the properties within a given Parcel, all as may be specifically authorized from time to time by the Board of Directors.

(x) "Person" means any natural person, as well as a corporation, joint venture, partnership (general or limited), association, trust, or other legal entity.

(y) "Supplementary Declaration" shall mean an amendment to the Declaration subjecting additional property to the Declaration.

(z) "Unit" shall mean any portion of the Community subjected to this Declaration which is independently owned, whether improved or unimproved. The Owner of a Unit shall notify the Association or its designee immediately upon issuance of a Certificate of Occupancy for any portion of a structure which is part of the Unit.

1125g

EXHIBIT "B"

Property Submitted

PARCEL ONE

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 83 and 84, of the 1st District, 1st Section of Fulton County, Georgia, and being more particularly described as follows:

TO FIND THE POINT OF BEGINNING, commence at an iron pin found at the corner common to Land Lots 84, 85, 88 and 89, said District, Section and County; running thence along the Land Lot Line common to Land Lots 84 and 89 south 01 degrees 09 minutes west a distance of 341.2 feet to an iron pin found, which iron pin found marks the POINT OF BEGINNING; FROM SAID POINT OF BEGINNING AS THUS ESTABLISHED, continuing thence along said common Land Lot Line south 01 degrees 09 minutes west a distance of 305.3 feet to an iron pin found; thence leaving said common Land Lot Line and running south 25 degrees 05 minutes 30 seconds west a distance of 302.9 feet to an iron pin found; running thence south 51 degrees 53 minutes 30 seconds west a distance of 74.9 feet to an iron pin found; running thence south 50 degrees 40 minutes 30 seconds west a distance of 330.9 feet to an iron pin placed; running thence south 67 degrees 51 minutes west a distance of 124.5 feet to an iron pin found; running thence south 87 degrees 51 minutes west a distance of 264.1 feet to an iron pin found; running thence south 12 degrees 37 minutes 30 seconds west a distance of 176.3 feet to an iron pin found on the northeasterly right-of-way line of State Bridge Road (S.R. 120); running thence along the northeasterly right-of-way line of State Bridge Road north 67 degrees 01 minutes 30 seconds west a distance of 306.0 feet to an iron pin found; thence leaving the northeasterly right-of-way line of State Bridge Road and running north 02 degrees 02 minutes 30 seconds east a distance of 956.6 feet to an iron pin found; running thence south 89 degrees 26 minutes east a distance of 1,114.9 feet to an iron pin found on the Land Lot Line common to Land Lots 84 and 89, said District, Section and County, which iron pin found marks the POINT OF BEGINNING; containing 21.226 acres as shown on Land Title Survey for Continental Southern, Inc., prepared by Watts & Browning - Engineers, certified by A.W. Browning, Georgia Registered Land Surveyor No. 490, dated October 31, 1987, last revised December 10, 1987.

EXHIBIT "B" - Cont'd.

PARCEL TWO

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 83, 84, 88, 89 and 90, of the 1st District, 1st Section of Fulton County, Georgia and being more particularly described as follows:

BEGINNING at an iron pin found at the corner common to Land Lots 84, 85, 88 and 89, said District, Section and County; running thence along the Land Lot Line common to Land Lots 85 and 88 north 00 degrees 10 minutes 30 seconds west a distance of 995.1 feet to a point; thence leaving said common Land Lot Line and running north 89 degrees 49 minutes 30 seconds east a distance of 100.0 feet to a point; running thence south 00 degrees 10 minutes 30 seconds east a distance of 939.6 feet to a point; running thence north 89 degrees 49 minutes 30 seconds east a distance of 146.35 feet to a point; running thence south 00 degrees 10 minutes 30 seconds east a distance of 100.0 feet to a point; running thence south 89 degrees 49 minutes 30 seconds west a distance of 145.0 feet to a point; running thence south 15 degrees 00 minutes east a distance of 330.0 feet to a point; running thence south 68 degrees 00 minutes east a distance of 215.0 feet to a point; running thence south 38 degrees 00 minutes east a distance of 185.0 feet to a point; running thence south 74 degrees 00 minutes east a distance of 130.0 feet to a point; running thence north 52 degrees 00 minutes east a distance of 655.0 feet to a point; running thence south 52 degrees 00 minutes east a distance of 110.0 feet to a point on the northwesterly right-of-way line of Park Bridge Parkway (variable right-of-way); running thence along the northwesterly right-of-way line of Park Bridge Parkway the following courses and distances: along the arc of a curve to the right (said arc being subtended by a chord bearing south 47 degrees 22 minutes 30 seconds west a chord distance of 323.10 feet and having a radius of 991.741 feet) an arc distance of 324.5 feet to a point; south 56 degrees 45 minutes west a distance of 634.0 feet to a point; along the arc of a curve to the left (said arc being subtended by a chord bearing south 36 degrees 22 minutes 30 seconds west a chord distance of 530.48 feet and having a radius of 761.833 feet) a arc distance of 541.8 feet to a point; south 16 degrees 00 minutes west a distance of 385.4 feet to a point; along the arc of a curve to the right (said arc being subtended by a chord bearing south 61 degrees 01 minutes west a chord distance of 70.73 feet and having a radius of 50.000 feet) and arc distance of 78.6 feet to a point; south 16 degrees 01 minutes 30 seconds west a distance of 25.0 feet to a point on the northeasterly right-of-way line of State Bridge Road (50-foot right-of-way); thence leaving the northwesterly right-of-way line of Park Bridge Parkway and running along the northeasterly right-of-way line of State Bridge Road along the arc of a curve to the right (said arc being subtended by a chord bearing north 73 degrees 20 minutes 30 seconds west a chord distance of 220.90 feet and having a radius of 10035.546 feet) an arc distance of 220.9 feet to a point; thence leaving the northeasterly right-of-way line of State Bridge Road and running north 03 degrees 26 minutes east a distance of 682.8 feet to a iron pin found; running thence north 51 degrees 53 minutes 30 seconds east a distance of 74.9 feet to an iron pin found; running thence north 25 degrees 05 minutes 30 seconds east a distance of 302.9 feet to an iron pin found on the Land Lot Line common to Land Lots 84 and 89, said District, Section and County; running thence along said common Land Lot Line north 01 degrees 09 minutes east a distance of 646.5 feet to an iron pin found, which iron pin found marks the POINT OF BEGINNING; containing 19.130 acres as shown on Land Title Survey for Continental Southern, Inc., prepared by Watts & Browning - Engineers, certified by A.W. Browning, Georgia Registered Land Surveyor No. 490, dated October 31, 1987, last revised December 10, 1987.

EXHIBIT "C"

Additional Property Which Can Be Unilaterally
Submitted By Declarant

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 50, 51, 52, 80, 81, 82, 83, 84, 85, 88, 89, 90, 91, 92, 93, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 157, 158, 159 and 163 of the 1st District and Land Lots 1249 and 1250 of the 2nd District all in the 1st Section, Fulton County, Georgia.

EXHIBIT "D"

Assessment Obligations and Voting Rights

I. ASSESSMENTS

Assessments are computed as follows. Each Unit in the Community, whether or not shown upon a recorded plat, shall be assigned one (1) point for each one thousand (1,000) square feet (rounded to the nearest one thousand (1,000) square feet) of land within the boundaries of that Unit ("land points"). Each Improved Unit, whether or not shown upon a recorded plat, shall also be assigned three (3) points for each one thousand (1,000) square feet (rounded to the nearest one thousand (1,000) square feet) of gross floor area (including everything within the outer perimeter shell of the building or buildings thereon) in a structure which is part of the Unit ("building points"). Provided that an Apartment Complex shall be assigned only one-half (1/2) of the land and building points as computed in accordance with the foregoing.

Total land points and building points shall be added together for all property subject to a particular assessment. The percentage of the total assessment to be levied on a particular Unit shall be computed by dividing the total points assigned to that Unit (including land points and building points) by the total points for all Units subject to the assessment. For example, a one hundred thousand (100,000) square foot unimproved Unit shall have one hundred (100) points. The same Unit improved with an office building containing fifty thousand (50,000) square feet of gross floor area shall have two hundred fifty (250) points. The point totals for each Unit and for all the Units subject to the particular assessment and the percentage of the total assessment for each Unit shall be computed annually as of the last day of the fiscal year for each type of assessment by the Board of Directors of the Association, and notice of the percentages for all Units (including a summary of the computations) shall be sent to all Owners together with the notice of any assessment. The points to be allocated to a Unit for each year shall be adjusted annually where a Certificate of Occupancy has been issued for such Unit at least two (2) months prior to the last day of the fiscal year of the Association. Only those Certificates of Occupancy issued prior to the cutoff date shall be reflected in the points allocation for the succeeding year.

When a Unit comes into existence or becomes an Improved Unit, the assessment for such Unit shall be computed using the above formula; provided, however, the amount of the assessment for a Unit that has come into existence or the amount of assessment increase for a Unit that has become an

Improved Unit shall be adjusted pro rata based upon the number of days remaining in the fiscal year in which a Unit comes into existence or becomes an Improved Unit. The foregoing shall not be construed to require the proration of assessments for the fiscal year in which assessments initially commence as to all Units.

II. VOTES

Each Owner shall be entitled to one (1) vote for each land point and to one (1) vote for each building point assigned under Paragraph I, above.

EACH OWNER'S ASSESSMENT OBLIGATION AND VOTING RIGHT IS WEIGHTED AS PROVIDED ABOVE AND THIS DECLARATION SHALL NOT BE CONSTRUED AS CREATING AN EQUAL ASSESSMENT OBLIGATION OR VOTING RIGHT FOR EACH OWNER.

1125g

EXHIBIT "E"

DECLARATION OF EASEMENTS AND COVENANTS TO SHARE COSTS

THIS DECLARATION is executed this 17th day of December, 1987, by Continental Southern, Inc., a Georgia corporation ("Declarant");

BACKGROUND STATEMENT

Declarant is the owner (or, if not the owner, Declarant has obtained the written consent of the owner(s) to subject such property to this Declaration) of (a) all that property which is subject to that certain Declaration of Protective Covenants for the Residential Area of Park Bridge recorded or to be recorded in the Fulton County, Georgia land records (such declaration is referred to herein as the "Residential Declaration" and such property, together with the property that may from time to time be subjected to the Residential Declaration is herein referred to as the "Residential Property"); and (b) all that property which is subject to that certain Declaration of Protective Covenants for the Commercial Area of Park Bridge recorded or to be recorded in the Fulton County, Georgia land records (such Declaration is herein referred to as the "Commercial Declaration," and such property, together with the property that may from time to time be subjected to the Commercial Declaration, is herein referred to as the "Commercial Property").

Declarant desires to provide for maintenance of certain property benefitting the Residential Property and the Commercial Property as is more fully described herein, and for an equitable allocation of the costs of such maintenance between Park Bridge Residential Association, Inc. ("Residential Association") and Park Bridge Owners Association, Inc. ("Commercial Association"). Declarant also desires to provide an easement for access by the Commercial Association over and through the Residential Property to the extent necessary to perform its maintenance responsibilities hereunder.

NOW, THEREFORE, Declarant hereby declares that all of the Residential Property, and all of the Commercial Property, (hereinafter collectively referred to as the "Properties") shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions contained herein, which shall run with the title to the real property submitted to this Declaration and shall bind all parties having any right, title or interest in the Properties or any part thereof, their heirs, successors, successors-in-title and assigns, and shall inure to the benefit of each owner of any part thereof.

Article I
Easement

Subject to the provisions of this Declaration, Declarant does hereby grant and convey to the Commercial Association, its officers, directors, employees, agents and designees, an easement appurtenant to the Commercial Property over the Residential Property for the purpose of maintaining, repairing and replacing the Maintenance Property (as defined below) in accordance with this Declaration.

THE CONTINUED EXISTENCE OF THIS EASEMENT IS EXPRESSLY MADE SUBJECT TO THE CONDITIONS AND RESTRICTIONS CONTAINED HEREIN WHICH SHALL CONSTITUTE COVENANTS RUNNING WITH THE TITLE TO, AND BOTH BENEFITTING AND BURDENING, THE COMMERCIAL PROPERTY AND THE RESIDENTIAL PROPERTY.

Article II
Maintenance and Repair

Section 1. Maintenance Responsibility. The Commercial Association shall maintain, repair, preserve, replace, protect, and operate the Maintenance Property in accordance with the standards established in the Commercial Declaration. The Maintenance Property shall specifically include: (i) all grass, landscaping and structures which comprise a part of any entry features for the Properties (except that entry features for any separate parcel or single unit located within the Properties shall not be Maintenance Property); (ii) all street signage in the Park Bridge development originally installed by the Declarant; (iii) all lakes and dams within the Properties (or made available for the use and enjoyment of property owners within the Park Bridge development) (except that lakes and dams located entirely within a parcel and not made available for the use and enjoyment of all owners of any of the Properties shall not be Maintenance Property); (iv) an approximately nine (9) acre park as shown on that certain Marketing Plat for Continental Southern, Inc., prepared by Watts & Browning-Engineers and dated October 15, 1985 as revised November 2, 1987 (the "Plat") which park is available for the use and enjoyment of all owners of any of the Properties, their occupants, tenants and assigns; (v) a twenty-five (25) foot wide landscaped buffer strip running along dedicated through streets within the Properties; (vi) all master storm water detention ponds serving both the Residential Property and the Commercial Property; (vii) such other property as may be designated by Declarant (with the written consent of the owner thereof if other than the Declarant) as Maintenance Property in an amendment to this

Declaration or an amendment subjecting property to the Commercial Declaration or the Residential Declaration. This maintenance responsibility shall include, but shall not be limited to, year-round maintenance of living plants in any area requiring landscaping; replacement of dead plants within a reasonable period of time after they die; cleaning, sweeping and picking up debris on the Maintenance Property; maintenance, repair and replacement of street signage, jogging paths, community park facilities and entry features improvements; and maintenance, repair, preservation, replacement, protection and operation of lakes and dams all in accordance with the standards established in the Commercial Declaration.

Section 2. Insurance. The Commercial Association shall insure against claims for bodily injury and property damage occurring on or about the Maintenance Property in accordance with the standards for insurance established in the Commercial Declaration. Such insurance shall name the Residential Association as additional insured.

Section 3. Remedy Upon Failure to Maintain. The Residential Association shall have the right to bring suit at law or in equity to enforce the obligations of the Commercial Association under this Declaration.

Article III Obligation To Share Costs

Section 1. Responsibility for Assessments. The Residential Association shall pay to the Commercial Association an annual assessment to cover a portion of the costs, including insurance, incurred by the Commercial Association in performing its obligations under Article II of this Declaration. The obligation to pay this assessment shall be mandatory, whether or not the Residential Association agrees with or is satisfied with the manner and extent of performance by the Commercial Association, its sole remedy being that provided in Article II, Section 3 above.

Section 2. Computation of Assessments. On an annual basis, the Commercial Association shall determine an estimated budget for performing its maintenance obligations under this Declaration during the upcoming year, including an appropriate amount to be placed in a reserve fund for capital repairs and replacements. Such budget shall be adjusted to reflect any excess or deficiency in the budget assessed for the immediately preceding year, as compared to actual expenses for that period. Each party's annual assessment shall be a pro rata amount of the annual budget as determined by the following formula:

$$\frac{(\text{Total Acreage of Commercial Property} \times 2) \times \text{Budget}}{(\text{Commercial Property Acreage} \times 2) + \text{Residential Property Acreage}} = \text{Commercial Assessment}$$

$$\frac{\text{Total Acreage of Residential Property} \times \text{Budget}}{(\text{Commercial Property Acreage} \times 2) + \text{Residential Property Acreage}} = \text{Residential Assessment}$$

For purposes of this formula, the total acreage of the Residential Property and the Commercial Property shall be determined as of the date that the budget is adopted.

Section 3. Payment of Assessments. Within thirty (30) days of receipt of notice of an annual assessment, the Residential Association shall pay to the Commercial Association the entire amount due; provided, however, the board of directors of the Commercial Association may provide for the payment of the annual assessment in installments due more frequently than annually. Any assessment delinquent for a period of more than thirty (30) days shall incur a late charge in such amount as the Commercial Association may from time to time determine to be reasonable, plus interest (at a rate equal to the lesser of eighteen (18%) percent per annum or the maximum lawful rate) on the principal amount and on all late charges from the date first due and payable, plus all costs of collection, including, but not limited to, reasonable attorneys' fees actually incurred and any other amounts provided or permitted by law. In the event that the assessment remains unpaid after ninety (90) days, the Commercial Association may institute suit to collect such amounts.

All payments shall be applied first to costs and attorneys' fees, then to late charges, then to interest and then to delinquent assessments.

Article IV General

Section 1. Notice. Any notice provided for in this Declaration shall be served personally (including delivery by commercial courier service) or shall be mailed by registered or certified mail to the president or secretary of the Residential Association or the Commercial Association. All such notices shall, for all purposes, be deemed delivered (a) upon personal delivery (including commercial courier service); or (b) on the third (3rd) day after mailing when mailed by registered or certified mail, postage prepaid, and properly addressed.

Section 2. Recordkeeping. The Commercial Association shall maintain or cause to be maintained full and accurate books of account with respect to its management, maintenance, and operation of the properties described in Article II. Such books and records and financial statements related thereto shall be available for inspection and copying by the Residential Association upon request, during normal business hours or under other reasonable circumstances. Copying charges shall be paid by the Residential Association. Within a reasonable time after the end of each fiscal year, the records, including all supporting materials (e.g., check copies, invoices, etc.), for the year ended, shall be made available to the party performing the audit. If the Residential Association desires to have the records audited, it may do so at its own expense, and the Commercial Association shall cooperate with the Residential Association. If the amount of actual expenses for the preceding year is disputed after audit, the Commercial Association and the Residential Association shall cause a second audit to be performed by a mutually acceptable auditor and the decision of the second auditor shall be binding. If the amount as determined by the second auditor varies from the amount asserted by the Commercial Association by more than fifteen (15%) percent of the amount asserted, then the Commercial Association shall pay the entire cost of the second auditor. If the amount as determined by the second auditor varies from the amount asserted by the Commercial Association by less than five (5%) percent of the amount asserted, then the Residential Association shall pay the entire cost of the second auditor. Otherwise, the cost of the second auditor shall be shared equally by the Commercial Association and the Residential Association. Variances shall be taken into account in the following year's budget as provided under Article III, Section 2, hereof.

Section 3. Amendment. This Declaration may be amended unilaterally at any time and from time to time by Declarant (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any portion of the Properties subject to this Declaration; (c) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on any portion of the Properties subject to this Declaration; or (d) if such

amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on any portion of the Properties subject to this Declaration; provided, however, any such amendment shall not: (a) adversely affect the title to any owner's property; (b) increase the amount of assessments; (c) impose any additional lien on any of the Properties; or (d) create rights in third parties, unless any such owner shall consent thereto in writing. Further, so long as the declarant(s) of the Residential Declaration or commercial Declaration has an option unilaterally to subject additional property to either of those instruments as provided in those instruments, such declarant(s) may unilaterally amend this Declaration for any other purpose; provided, however, any such amendment shall not materially and adversely affect the substantive rights of any owner or occupant hereunder, nor shall it adversely affect title to the property of any owner without the consent of the affected owner or occupant.

In addition to the above, this Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of at least a majority of the directors of the Commercial Association, and a majority of the directors of the Residential Association, and so long as the declarant(s) of the Residential Declaration or Commercial Declaration has an option unilaterally to subject additional property to either of those instruments as provided in those instruments, the consent of such declarant(s). Amendments to this Declaration shall become effective upon recordation, unless a later effective date is specified therein.

Any procedural challenge to an amendment must be made within six (6) months of its recordation. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

Section 4. Duration. The provisions of this Declaration shall run with and bind the land and shall be and remain in effect for a period of twenty (20) years after the date that this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless such extension is disapproved by at least a majority of the directors of the Residential Association, a majority of the directors of the Commercial Association and, so long as the declarant(s) of the Residential Declaration or Commercial Declaration has an option unilaterally to subject additional property to either of those instruments as provided in those instruments, the consent of such declarant(s). Every purchaser or grantee of any interest in any real property subject to the Residential Declaration, the Commercial

Declaration, or this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that such provisions of this Declaration may be extended and renewed as provided in this Section.

Section 5. Binding Effect. This Declaration shall be binding upon and shall inure to the benefit of every owner of any portion of the Properties.

Section 6. Interpretation. This Declaration shall be governed by and construed under the laws of the State of Georgia.

Section 7. Compliance With Governmental Authority. Every owner of any portion of the Properties agrees to comply with all laws, ordinances, statutes, rules and regulations of any governmental authority relating to the use, condition, or maintenance of the property described in Article II, and in the event that any expense is required to affect such compliance, such expense shall be considered a general maintenance expense for which the cost shall be shared on the same basis as provided in Article III.

Section 8. Waiver. No failure of the Residential Association or the Commercial Association to exercise any power given any of them hereunder or to insist upon strict compliance by the other with its obligations hereunder and no custom or practice at variance with the terms hereof shall constitute a waiver of the right to demand exact compliance with the terms hereof.

Section 9. Preparer. This Declaration was prepared by Hyatt & Rhoads, P.C., 2400 Marquis One Tower, 245 Peachtree Center Avenue, N.E., Atlanta, Georgia, 30303.

Section 10. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

Section 11. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

Section 12. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Declaration are declared to be severable.

Section 13. Captions. The captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

The undersigned, being the duly appointed officers of Declarant herein, have executed this Declaration and affixed the corporate seal as of the date first above written.

DECLARANT: CONTINENTAL SOUTHERN, INC., [SEAL]
a Georgia corporation

By: [Signature] [SEAL]

Title: Vice President

Attest: [Signature] [SEAL]

Title: Secretary

[CORPORATE SEAL]

Signed, sealed, and delivered
this 17th day of December,
1987, in the presence of:

[Signature]

WITNESS

[Signature]

NOTARY PUBLIC

My Commission Expires: 10-88

[Notarial Seal]

1126g