

Deed Book 28776 Pg 192
Filed and Recorded Mar-30-2000 01:03pm
2000-0067499
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Fulton County, Georgia
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Return to:
Linda B. Curry, Esq.
Weissman, Nowack, Curry & Wilco, P.C.
Two Midtown Plaza, 15th Floor
1349 West Peachtree Street
Atlanta, Georgia 30309

**DECLARATION OF CONDOMINIUM
FOR
TUSCANY, A CONDOMINIUM**

WEISSMAN, NOWACK, CURRY, & WILCO, P.C.
Attorneys

Two Midtown Plaza, 15th Floor
1349 West Peachtree Street
Atlanta, Georgia 30309
(404) 885-9215

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The ownership of each Unit shall include, and there shall pass with each Unit, whether or not separately described in the conveyance thereof, that percentage of the right, title and interest in the Common Elements attributable to such Unit, together with membership in the Association and an undivided interest in the funds and assets held by the Association.

5. COMMON ELEMENTS.

The Common Elements consists of all portions of the Condominium not located within the boundaries of a Unit. The Common Elements include, without limitation, certain utilities, fences, entry features and lighting for same, paving, walls, retaining walls, the foundation, roof, and exterior walls of the buildings, detention pond, landscape areas, courtyards, hardscape areas, outside parking areas and lighting for same, underground parking facilities and lighting for same, mail area, stairs, hallways, lobby, mechanical rooms, maintenance rooms, dumpster, fitness facility and all equipment for same, swimming pool and all equipment and furniture for same, club house and all furniture for same, club/meeting room all furniture in same, excluding, however, all furniture and equipment located in the sales office, laundry room, tanning room, all other lighting, personal property, equipment and furniture in any Common Element of the Condominium buildings and limited access gated entry system.

Ownership of the Common Elements shall be by the Unit Owners as tenants-in-common. The percentage of undivided interest in and to the Common Elements attributable to each Unit is set forth on Exhibit "B" attached hereto and incorporated herein by this reference. Such percentages of undivided interest may be altered only by the consent of all Owners and Mortgagees (or such lesser number of Owners and Mortgagees as may hereafter be prescribed by the Act) expressed in a duly recorded amendment to this Declaration.

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

6. LIMITED COMMON ELEMENTS.

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

(i) entry foyers, hallways, corridors, and stairs serving more than one but less than all Units, as shown on the Floor Plans, are assigned as Limited Common Elements to the Units which they serve;

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

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

(iv) a Unit shall be assigned one (1) or more parking spaces as shown on the Floor Plans and/or Survey as a Limited Common Element. Parking spaces may be initially assigned or reassigned by amendment to this Declaration as provided in Subparagraphs (b) and (c) below;

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

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

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

(h) to establish a construction deposit in a reasonable amount determined by the Board of Directors to be paid by all Owners making modifications, alterations or additions to their Units in order to protect the Condominium against damage due to the transportation and use of construction materials in the Condominium. Costs for repair of such damage may be deductible from the construction deposit and any additional expenses may be specifically assessed against the Unit under Paragraph 8(b)(ii) above;

(i) at the sole expense of the Association, without need for a membership vote, and without the consent of any affected Unit Owner, to relocate any portion of the air conditioning, heating, plumbing, ventilating, exhaust or electrical system serving a particular Unit, provided that after such relocation, the system serving the Unit functions at least as well and at no greater cost to the Unit Owner as existed prior to the relocation;

(j) to close permanently or temporarily any portion of the Common Elements (excluding the Limited Common Elements and any Common Elements the use of which is reasonably necessary for access to or from a Unit) with thirty (30) days prior notice to all Owners, except that, in emergency situations requiring a temporary closing, prior notice shall not be required so long as notice is given within three (3) days after the closing explaining the reason for the closing. Notwithstanding the above, the Owners may re-open closed Common Elements by a majority vote of the total Association vote, cast at a duly called special or annual meeting; and

(k) to hire, contract with, employ, manage oversee and coordinate a concierge or concierge service that will assist all Owners and Occupants with personal services, including but not limited to obtaining tickets for events in the Atlanta areas, arranging limousine, taxi and airport transportation in the Atlanta area, coordinating maintenance and repairs to the interior of Units, arranging housekeeping for the interior of Units and accepting hand-delivered packages. Pursuant to Paragraph 8(b)(i) hereof, the Association shall assess all costs associated with such concierge services against the Owners or Occupants for whom such concierge services were provided.

10. ASSESSMENTS.

(a) Purpose of Assessment. The Association shall have the power to levy assessments as provided herein and in the Act. The assessments for Common Expenses provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and Occupants of Units in the Condominium as may be more specifically authorized from time to time by the Board.

(b) Creation of the Lien and Personal Obligation For Assessments. Each Owner of any Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges; (ii) special assessments, such assessments to be established and collected as hereinafter provided; and (iii) specific assessments

carpet and any floor covering; provided, however, floor covering does not mean unfinished hardwood or unfinished parquet flooring).

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

The Board of Directors shall make available for review by Owners a copy of the Association's insurance policy to allow Owners to assess their personal insurance needs and each Owner shall have the right to obtain additional coverage at his or her own expense.

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

(a) The Board of Directors shall utilize reasonable efforts to secure a blanket hazard insurance policy providing "all risk" coverage in an amount equal to full replacement cost, before application of deductibles, of all improvements located on the Condominium. If "all risk" coverage is not reasonably available at reasonable cost, the Board shall obtain, at a minimum, fire and extended coverage, including coverage for vandalism and malicious mischief, in like amounts. The Board shall use reasonable efforts to obtain policies that will provide the following:

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

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

(iii) until the expiration of thirty (30) days after the insurer gives notice in writing to the Mortgagee of any Unit, the Mortgagee's insurance coverage will not be affected or jeopardized by any act or conduct of the Owner of such Unit, the other Unit Owners, the Board of Directors, or any of their agents, employees, or household members, nor be canceled for nonpayment of premiums;

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

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

(vi) the deductible amount per occurrence for coverage required by the Act shall not exceed one thousand dollars (\$1,000.00).

of a Unit on which there is a Mortgagee endorsement shall be disbursed jointly to such Unit Owner and the Mortgagee. This is a covenant for the benefit of any such Mortgagee and may be enforced by any such Mortgagee. Notwithstanding the above, so long as there is an outstanding Mortgage in favor of General Electric Capital Corporation ("GECC") secured by Units owned by the Declarant, any insurance proceeds distributed to the Declarant shall be governed by the terms of Article 3 of the Loan Agreement between Declarant and GECC, dated November 23, 1999.

(h) Every Unit Owner shall be obligated to obtain and maintain at all times insurance covering those portions of his or her Unit to the extent not insured by policies maintained by the Association. Upon request by the Board, the Unit Owner shall furnish a copy of such insurance policy or policies to the Association. In the event that any such Unit Owner fails to obtain insurance as required by this subparagraph, the Association may purchase such insurance on behalf of the Unit Owner and assess the cost thereof to the Unit Owner, to be collected in the manner provided for collection of assessments under Paragraph 10 hereof.

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

12. REPAIR AND RECONSTRUCTION.

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

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

(b) Source and Allocation of Proceeds. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair, as determined by the Board of Directors, or if at any time during the reconstruction and repair or upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, the additional costs shall be assessed against the Owners of the Unit(s) damaged in proportion to the damage to the Units or against all Owners, in the case of insufficient funds to cover damage to the Common Elements. This assessment shall not be considered a

considerations, and it shall be entitled to stop any construction which is not in conformance with approved plans. The ACC may publish written architectural standards for exterior and Common Element alterations or additions, and any request in substantial compliance therewith shall be approved; provided, however, each such requested change shall be in harmony with the external design of the existing buildings and Units and the location in relation to surrounding structures and topography of the vicinity. Balconies and patios shall not be enclosed.

In the event that the ACC fails to approve or to disapprove such application within forty-five (45) days after the application and all information as the ACC may reasonably require have been submitted, its approval will not be required and this subparagraph will be deemed complied with; provided, however, even if the requirements of this subparagraph are satisfied, nothing herein shall authorize anyone to construct or maintain any structure or improvement that is otherwise in violation of the Declaration, the Bylaws, or the rules and regulations.

(e) Encroachments onto Common Elements and Limited Common Elements. The ACC subject to this paragraph may permit Unit Owners to make encroachments onto the Common Elements as it deems acceptable. The ACC also may allow encroachments onto the Limited Common Elements by the Owner(s) of the Unit(s) to whom the limited Common element is assigned.

(f) Condition of Approval. As a condition of approval for a requested architectural change, modification, addition, or alteration, an Owner, on behalf of himself or herself and his or her successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement and insurance of such change, modification, addition, or alteration, unless otherwise agreed to in writing by the ACC. It is the responsibility of every Owner of a condominium Unit to determine for himself or herself what architectural modifications have been made to his or her Unit by any predecessor-in-interest. In the discretion of the ACC, an Owner may be made to verify such condition of approval by written instrument in recordable form acknowledged by such Owner on behalf of himself or herself and all successors-in-interest.

(g) Limitation of Liability. Review and approval of any application pursuant to this Paragraph is made on the basis of aesthetic considerations only, and neither the Declarant, the Board of Directors or the ACC shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, or for ensuring compliance with building codes and other governmental requirements. Neither the Declarant, the Association, the Board of Directors, the ACC, or member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner or quality of approved construction on or modifications to any Unit.

(h) No Waiver of Future Approvals. Each Owner acknowledges that the members of the Board of Directors and ACC will change from time to time and that interpretation, application and enforcement of the architectural standards may vary accordingly. Each Owner further acknowledges that the ACC may adopt different architectural standards for different parts of the condominium, based on street visibility and location of the proposed modification in the building. The approval of either the Board of Directors or the ACC of any proposals, plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Board of Directors, or the ACC shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

(i) Enforcement. Any construction, alteration, or other work done in violation of this Paragraph shall be deemed to be nonconforming. Upon written request from the Board or the ACC, Owners shall, at their own cost and expense, remove such construction, alteration, or other work and shall

restore the property to substantially the same condition as existed prior to the construction, alteration, or other work. Should an Owner fail to remove and restore as required hereunder, the Board or its designees shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as existed prior to the construction, alteration or other work. All costs thereof, including reasonable attorney's fees, may be assessed against the benefited Unit and collected as an assessment pursuant to this Declaration.

In addition to the foregoing, the Board of Directors shall have the authority and standing, on behalf of the Association, to impose reasonable fines and to pursue all legal and equitable remedies available to enforce the provisions of this Paragraph and its decisions. Furthermore, the Board shall have the authority to record in the Fulton County land records notices of violation of the provisions of this Paragraph.

If any Owner or Occupant makes any exterior change, alteration, or construction (including landscaping) upon the Common Elements or Limited Common Elements in violation of this Paragraph, he or she does so at his or her sole risk and expense. The Board may require that the change, alteration or construction be removed or that it remain on the Common Elements or Limited Common Elements without reimbursement to the Owner or Occupant for any expense he or she may have incurred in making the change, alteration or construction.

(j) Commencement of Construction. All changes, modifications and improvements approved by the ACC hereunder must be commenced within one (1) year from the date of approval. If not commenced within one (1) year from the date of such approval, then such approval shall be deemed revoked by the ACC, unless the ACC gives a written extension for commencing the work. All work approved by the ACC hereunder shall be completed in its entirety within ninety (90) days from the date of commencement, unless otherwise agreed in writing by the ACC. All approved changes, modifications, and improvements must be completed in their entirety. An Owner may not construct only a portion or part of an approved change, modification, or improvement.

14. USE RESTRICTIONS.

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

In addition to the following use restrictions, the Board of Directors may adopt reasonable rules and regulations in accordance with the terms hereof and as specified in the Bylaws.

(a) Use of Units. Each Unit shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Unit or any part of the Condominium, except that the Owner or Occupant residing in a Unit may conduct ancillary business activities within the Unit so long as:

(i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside of the Unit;

(ii) the business activity does not involve visitation of the Unit by employees, clients, customers, suppliers or other business invitees in greater volume than would normally be expected for guest visitation to a residential Unit without business activity;

(iii) the business activity is legal and conforms to all zoning requirements for the Condominium;

(iv) the business activity does not unreasonably increase traffic in the Condominium in excess of what would normally be expected for residential Units in the Condominium without business activity (other than by a reasonable number of deliveries by couriers, express mail carriers, parcel delivery services and other such similar delivery services);

(v) the business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the Association's ability to obtain insurance coverage;

(vi) the business activity is consistent with the residential character of the Condominium and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Condominium, as determined in the Board's discretion; and

(vii) the business activity does not result in a materially greater use of common element facilities or Association services.

The terms "business" and "trade," as used herein, shall have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the use of a Unit by an on-site management agent operating on behalf of the Association shall not be considered a trade or business within the meaning of this subparagraph. The Board of Directors shall have the sole discretion to determine what, if anything, is unreasonable about a particular business activity.

(b) Number of Occupants. The maximum number of occupants in a Unit shall be limited to two (2) people per bedroom in the Unit, (as such bedrooms are depicted on the original Survey and Floor Plans filed in the Fulton County, Georgia records). "Occupancy," for purposes hereof, shall be defined as staying overnight in a Unit for a total of more than thirty (30) days, either consecutive or nonconsecutive, in any calendar year. This occupancy restriction shall not apply to require the removal of any person lawfully occupying a Unit on the Effective Date hereof. Upon written application, the Board shall grant variances to this restriction to comply with provisions of the Fair Housing Amendments Act of 1988 or any amendments thereto.

If an Owner of a Unit is a corporation, partnership, trust or other legal entity not being a natural person, the entity shall designate in writing to the Board the name(s) of the person(s) who will occupy the Unit. The designated person(s) to occupy the Unit may not be changed more frequently than once every six (6) months.

(c) Outbuildings. No structure of a temporary character, trailer, tent, shack, carport, garage, barn or other outbuilding shall be erected by any Owner or Occupant, other than the Declarant, on any portion of the Condominium, at any time, either temporarily or permanently, without the prior written approval of the Board.

(d) Use of Common Elements Including Amenities. There shall be no obstruction of the Common Elements, nor shall anything be kept on, parked on, stored on or removed from any part of the Common Elements without the prior written consent of the Board, except as specifically provided herein. With prior written Board approval, and subject to any restrictions imposed by the Board, an Owner may reserve portions of the Common Elements for use for a period of time as set by the Board. Any such Owner who reserves a portion of the Common Elements as provided herein shall assume, on behalf of himself or herself and his or her guests, Occupants and family, all risks associated with the use of the Common Elements and all liability for any damage or injury to any person or thing as a result of such use. The Association shall not be liable for any damage or injury resulting from such use unless such damage or injury is caused solely by the willful acts or gross negligence of the Association, its agents or employees. There shall be no use of the roofs of the Condominium buildings by the Owners, their family members, guests, tenants, invitees, agents or contractors. The Association and its agents and contractors shall have access to the roofs for performing its maintenance and repair responsibility. There shall be no gardening or landscaping on the Common Elements by Owners or Occupants without the prior written consent of the Board. No pets are allowed in any of the Common Elements except for the designated dog walk area, if any. This subparagraph shall not apply to the Declarant, so long as the Declarant shall own a Unit for sale.

(e) Use of Limited Common Elements, Storage Spaces, Balconies and Patios. Except as otherwise provided herein, the use of the Limited Common Elements assigned to the Units is restricted exclusively to the Owners of the Unit to which such Limited Common Elements are assigned, and said Owner's family members, guests, tenants and invitees. The Limited Common Elements are reserved for exclusive use, but shall not be construed or interpreted to be separate and apart from the Common Elements in general, and the restrictions applicable to the Common Elements shall also apply to the Limited Common Elements.

(i) Storage Spaces. Storage spaces shall be used solely for the purpose of storing any personal property belonging to the Owner or Occupant of the Unit to which such storage space is assigned as a Limited Common Element. No Owner or Occupant shall store any explosives, or any flammable, odorous, noxious, corrosive, hazardous or pollutant materials or any other goods in the space which would cause danger or nuisance to the storage space or the Condominium. The storage space shall not be used for any purposes unlawful or contrary to any ordinance, regulation, fire code, or health code. If hazardous substances are stored, used, generated or disposed of on or in the storage space or if the storage space becomes contaminated in any manner for which the Owner or Occupant thereof is legally liable, Owner or Occupant shall indemnify and hold harmless the Declarant, Association and Board of Directors from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses and any and all sums paid from settlement of claims, attorneys' fees, consultant and expert fees, arising as a result of that contamination by Owner or Occupant.

(ii) Balcony. No objects other than potted plants and patio furniture shall be placed on a balcony. This prohibition applies to objects such as, but not limited to, grills, umbrellas, bicycles, laundry garments and towels. Penetration of a balcony is prohibited. Enclosure of a balcony also is prohibited.

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

It is the nature of multi-family properties (of which this Condominium is a part) that dwelling Units are built in close proximity to one another (resulting in sharing of common walls, floors and ceilings) and noise is frequently audible from one Unit to the next no matter how much sound proofing is attempted. It is therefore mandatory, for the mutual interest and protection of all Owners, lessees and other Occupants within the Condominium, to recognize that acoustical privacy is achieved only through understanding and compliance with certain limitations and restrictions. It is also recognized that sound insulation from an adjacent occupancy in a manner comparable to a single-family residence is impossible to attain and Owners and Occupants hereby acknowledge and accept that limitation. Owners and Occupants acknowledge that there will usually be some audio awareness of one's neighbors, depending upon the situation. All modifications of design of the structures, or related components thereof, by Owners and Occupants could alter the insulation and therefore are regulated by this Declaration. Owners and Occupants should review the Declaration for further information with respect to sound attenuation. Additionally, all furniture parts in contact with the floor should have rubber castors or felt pads to minimize noise and vibration attributable to moving furniture as well as scratching of finishes.

Noxious, destructive or offensive activity shall not be carried on within the Condominium. No Owner or Occupant of a Unit may use or allow the use of the Unit or any portion of the Condominium at any time, in any way or for any purpose which may endanger the health, unreasonably annoy or disturb or cause embarrassment, or discomfort to other Owners or Occupants, or in such a way as to constitute, in the sole opinion of the Board of Directors, a nuisance. In addition, no Owner or Occupant of a Unit may use or allow the use of a Unit or the Common Elements in any manner which creates disturbing noises, including, without limitation, use of stereo speakers or equipment that will in the sole discretion of the Board of Directors interfere with the rights, comfort or convenience of the other Owners or Occupants. Nothing herein, however, shall be construed to affect the rights of an aggrieved Owner to proceed individually for relief from interference with his or her property or personal rights.

All Owners and Occupants acknowledge and understand that the Declarant will be renovating and rebuilding certain portions of the Condominium Property and no such construction or noise associated therewith shall be deemed a nuisance or discomfort pursuant to the terms hereof.

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

No damage to or waste of the Common Elements, or any part thereof, shall be permitted by any Owner or member of his or her family or any invitee of any Owner. Each Owner shall indemnify and hold the Association and the other Owners harmless against all loss to the Association or other Owners resulting from any such damage or waste caused by such Owner, members of his or her family, guests, invitees, or Occupants of his or her Unit.

(g) Firearms and Fireworks. The display or discharge of firearms or fireworks on the Common Elements or Limited Common Elements is prohibited; provided, however, that the display of

Disabled vehicles are prohibited from being parked on the Condominium. Vehicles permitted under this subparagraph are prohibited from being stored on the Condominium, except in the underground parking area. For purposes hereof, a vehicle shall be considered "disabled" if it does not have a current license tag or is obviously inoperable. A vehicle shall be considered "stored" if it remains on the Condominium without being driven for fourteen (14) consecutive days or longer without prior written Board permission.

Boats, trailers, panel trucks, buses, trucks with a load capacity of one (1) ton or more, vans (excluding mini-vans or utility vehicles used as passenger vehicles and receiving a "car" or "passenger vehicle" classification by the Georgia Department of Motor Vehicles), recreational vehicles (RV's and motor homes), vehicles used primarily for commercial purposes, and vehicles with commercial writings on their exteriors are also prohibited from being parked on the Condominium. Notwithstanding the above, trucks, vans, commercial vehicles and vehicles with commercial writings on their exteriors shall be allowed temporarily on the Common Elements during normal business hours for the purpose of serving any Unit or the Common Elements, but no such vehicle shall remain on the Common Elements overnight or for any purpose except serving a Unit or the Common Elements, without written Board consent.

If any vehicle is parked on any portion of the Condominium in violation of this Section or in violation of the Association's rules and regulations, the Board or agent of the Association may place a notice on the vehicle specifying the nature of the violation and stating that after twenty-four (24) hours the vehicle may be towed. The notice shall include the name and telephone number of the person or entity that will do the towing and the name and telephone number of a person to contact regarding the alleged violation. If twenty-four (24) hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within six (6) months of such notice, the Board or the agent of the Association may have the vehicle towed in accordance with the notice, without further notice to the Owner or user of the vehicle.

If a vehicle is parked in a fire lane, is blocking another vehicle or access to another Owner's Unit or parking space, is obstructing the flow of traffic, is parked on any grassy area, is parked in a space which has been assigned as exclusively serving another Unit, or otherwise creates a hazardous condition, no notice shall be required and the Board or the agent of the Association may have the vehicle towed immediately. If a vehicle is towed in accordance with this subparagraph, neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage as a result of the towing activity. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow.

(j) Heating of Units in Colder Months. In order to prevent breakage of water pipes during colder months of the year resulting in damage to any portion of the Condominium, increased Common Expenses, and increased insurance premiums or cancellation of insurance policies due to numerous damage claims, the thermostats within the Units shall be maintained with the heat in an "on" position and at a minimum temperature setting of fifty-five (55°) degrees Fahrenheit (except during power failures or periods when heating equipment is broken) whenever the temperature is forecasted to or does reach thirty-two (32°) degrees Fahrenheit or below. Owners and Occupants of Units shall take all steps possible on a timely basis to keep heating equipment, including, but not limited to, the thermostat, in good working order and repair. The Board of Directors may fine any Owner or Occupant and/or may cause the water service to the violator's Unit to be discontinued for violation of this subparagraph, in addition to any other remedies of the Association.

(k) Signs. Except as may be provided for herein or as may be required by legal proceedings, and except for signs which may be erected by Declarant related to the development and sale of Units, no signs, advertising posters, political placards or billboards of any kind shall be erected, placed, or

permitted to remain on the Condominium without the prior written consent of the Board or its designee, except that one (1) professional security sign not to exceed six (6") inches by six (6") inches in size may be displayed from within a Unit. The Board shall have the right to erect reasonable and appropriate signs on behalf of the Association.

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

(m) Unightly or Unkempt Conditions. The pursuit of hobbies or other activities, including, but not limited to the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Condominium. Clothing, bedding, rugs, mops, appliances, indoor furniture, and other household items shall not be placed or stored outside the Unit.

(n) Garage Sales. Garage sales, yard sales, flea markets, or similar activities are prohibited unless approved in writing by the Board of Directors.

(o) Window Treatments. All Units shall have window treatments and the color of all window treatments visible from outside the Unit must be white or off-white. Bed sheets shall not be used as window treatments.

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

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

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

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

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

(q) Grilling. The use of outdoor grills in any Condominium building, including, without limitation, the balconies or patios, is prohibited. Grilling is allowed only on grills, if any, located on the Common Elements and provided by either the Declarant or the Association.

(r) Abandoned Personal Property. Personal property, other than vehicles as provided for in subparagraph (i) shall not be kept, or allowed to remain for more than twenty-four (24) hours upon any portion of the Common Elements, other than on a Limited Common Element, without prior written Board permission. If the Board determines that a violation exists, then, not less than two (2) days after written notice is placed on the personal property and/or on the front door of the property owner's Unit, if known, the Board may remove and either discard or store the personal property in a location which the Board may determine and shall have no obligation to return, replace or reimburse the owner of the property. The notice shall include the name and telephone number of the person or entity which will remove the property and the name and telephone number of a person to contact regarding the alleged violation.

The Board, in its discretion, may determine that an emergency situation exists and may exercise its removal rights hereunder without prior notice to the property owner; provided, however, in such case, the Board shall give the property owner, if known, notice of the removal of the property and the location of the property within three (3) days after the property is removed.

Neither the Association nor any officer or agent thereof shall be liable to any person for any claim of damage resulting from the removal activity in accordance herewith. The Board may elect to impose fines or use other available remedies, rather than exercise its authority to remove property hereunder.

(s) Replacing Carpet with Tile or Hardwood Floors. Other than the Declarant, no Owner, Occupant, or any other person may replace carpeting with a tile, marble, vinyl, hardwood floor or other hard surfaced flooring material, on the interior of a Unit which is located above another Unit without first obtaining written approval of the Declarant or the Architectural Control Committee, as applicable, as set forth in Paragraph 13. Among other factors, the Declarant or the Architectural Control Committee, as applicable, may consider whether the change will cause noise to any Unit below which will exceed the average noise level in Units below Units with carpeted floors and that the weight of such proposed flooring is appropriate and will not cause problems to the structure or subflooring.

The Owner applying for such approval shall provide the Declarant or the Architectural Control Committee, as applicable, with information regarding these factors, as well as other information requested by the Declarant or the Architectural Control Committee regarding the proposed flooring and its effect; provided, however, the noise level requirements shall be considered to be met if the Owner provides a sound transmission test that the proposed flooring will create a noise level less than a standard level set by reasonable regulation of the Declarant or the Architectural Control Committee, as applicable.

(t) Sale Period. Notwithstanding any provisions contained in this Declaration to the contrary, during the period of the sale of the Condominium Units it shall be expressly permissible for Declarant, its contractors, agents, employees, assigns and representatives, to maintain and carry on, upon such portion of the Condominium as Declarant may deem necessary, such facilities and activities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the completion and sale of the Condominium Units, including, but without limitation, business offices, signs, model Units and sales offices. The right to maintain and carry on such facilities and activities shall include specifically the right to use the parking facilities on the Condominium for such purposes and to use the Units owned by Declarant as model Units and as offices for the sale of the Condominium Units and related activities.

15. LEASING.

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

(a) General. Owners desiring to lease their Units may do so only if they have applied for and received from the Board of Directors either a "leasing permit" or a "hardship leasing permit". Such a permit, upon its issuance, will allow an Owner to lease his or her unit in strict accordance with the terms of the permit and this Paragraph. The Board of Directors shall have the authority to establish conditions as to the duration and use of such permits consistent with this Paragraph. All leasing permits and hardship leasing permits shall be valid only as to a specific Unit Owner and Unit and shall not be transferable between either Units or Unit Owners (including a subsequent Owner of a Unit where a permit was issued to the Owner's predecessor in title).

(b) Leasing Permits. An Owner's request for a leasing permit shall be approved if current, outstanding leasing permits have not been issued for more than twenty-five percent (25%) of the total Units in the Condominium. A leasing permit shall be automatically revoked upon the happening of any of the following events: (1) the sale or transfer of the Unit to a third party (excluding sales or transfers to (a) an Owner's spouse, (b) a person cohabitating with the Owner, and (c) a corporation, partnership, company, or legal entity in which the Owner is a principal); (2) the failure of a Unit Owner to lease his or her Unit within ninety (90) days of the leasing permit having been issued; or (3) the failure of a Unit Owner to have his or her Unit leased for any consecutive ninety (90) day period thereafter. If current leasing permits have been issued for more than twenty-five percent (25%) of the Units, no additional leasing permits shall be issued (except for hardship leasing permits) until the number of outstanding current leasing permits falls below twenty-five percent (25%) of the total Units in the Condominium. Owners who have been denied a leasing permit shall automatically be placed on a waiting list for a leasing permit and shall be issued the same if they so desire when the number of current outstanding leasing permits issued falls to twenty-five percent (25%) or less of the total Units in the Condominium. The issuance of a hardship leasing permit to an Owner shall not cause the Owner to be removed from the waiting list for a leasing permit.

(c) Hardship Leasing Permits. If the failure to lease will result in a hardship, the Owner may seek to lease on a hardship basis by applying to the Board of Directors for a hardship leasing permit. The Board of Directors shall have the authority to issue or deny requests for hardship leasing permits in its discretion after considering the following factors: (1) the nature, degree, and likely duration of the hardship, (2) the harm, if any, which will result to the Condominium if the permit is approved, (3) the number of hardship leasing permits which have been issued to other Owners, (4) the Owner's ability to cure the hardship, and (5) whether previous hardship leasing permits have been issued to the Owner. Hardship leasing permits shall be valid for a term not to exceed one (1) year. Owners may apply for additional hardship leasing permits. Hardship leasing permits shall be automatically revoked if during the term of the permit, the Owner applies for and receives a leasing permit.

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

(i) Notice. At least seven (7) days prior to entering into the lease of a Unit, the Owner shall provide the Board with a copy of the proposed lease agreement. The Board shall approve or disapprove the form of said lease. In the event a lease is disapproved, the Board shall

notify the Owner of the requisite action to be taken in order to bring the lease in compliance with the Declaration and any rules and regulations adopted pursuant thereto.

(ii) General. Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. All leases shall be in writing and in a form approved by the Board prior to the effective date of the lease. The Board may maintain and, upon request, provide a form which is deemed acceptable. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than one (1) year, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Within ten (10) days after executing a lease agreement for the lease of a Unit, the Owner shall provide the Board with a copy of the lease and the name of the lessee and all other people occupying the Unit. The Owner must provide the lessee copies of the Declaration, Bylaws, and the rules and regulations. Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed lessee; the Board's approval or disapproval shall be limited to the form of the proposed lease.

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

(a) Compliance with Declaration, Bylaws, and Rules and Regulations. The lessee shall comply with all provisions of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto and shall control the conduct of all other Occupants and guests of the leased Unit in order to ensure such compliance. The Owner shall cause all Occupants of his or her Unit to comply with the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations by such Occupants, notwithstanding the fact that such Occupants of the Unit are fully liable and may be sanctioned for any such violation. If the lessee, or a person living with the lessee, violates the Declaration, Bylaws, or a rule or regulation for which a fine is imposed, notice of the violation shall be given to the Owner and the lessee, and such fine may be assessed against the lessee in accordance with Article V, Section 2 of the Bylaws. If the fine is not paid by the lessee within the time period set by the Board, the Owner shall pay the fine upon notice from the Association of the lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the Unit.

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

door frames, and hardware that are part of the entry system of the Unit (except for periodic painting, staining and/or cleaning of the exterior surface of entry doors and door frames facing the hallways of the Condominium buildings); all portions of the heating and air conditioning system, including the air conditioning compressor serving the Unit and the fan coil; and all pipes, lines, ducts, conduits, or other apparatus which serve only the Unit, whether located within or without a Unit's boundaries (including all electricity, water, sewer, or air conditioning pipes, lines, ducts, conduits, or other apparatus serving only the Unit).

In addition, each Unit Owner shall have the responsibility:

- (i) To keep in a neat, clean and sanitary condition any Limited Common Elements serving his or her Unit.
- (ii) To perform his or her responsibility in such manner so as not to unreasonably disturb other persons in other Units.
- (iii) To promptly report to the Association or its agent any defect or need for repairs, for which the Association is responsible.
- (iv) To pay for the cost of repairing, replacing or cleaning up any item which is the responsibility of the Unit Owner but which responsibility such Owner fails or refuses to discharge (which the Association shall have the right, but not the obligation, to do), or to pay for the cost of repairing, replacing, or cleaning up any item which, although the responsibility of the Association, is necessitated by reason of the willful or negligent act of the Unit Owner, his or her family, tenants or guests, with the cost thereof to be added to and become part of the Unit Owner's next chargeable assessment.

(b) By the Association. The Association shall maintain and keep in good repair as a Common Expense the "Area of Common Responsibility," which includes the following:

- (i) all Common Elements, including any Limited Common Elements, but excluding all improvements made to such Limited Common Elements; provided, however, the cost of maintenance and repair of Limited Common Elements may be assessed against the Unit Owner to whom the Limited Common Element is assigned under Paragraph 8(b)(i);
- (ii) periodic painting, staining and/or cleaning of exterior surfaces of the Condominium buildings, exterior window frames and entry doors and door frames facing the hallways of the Condominium buildings, on a schedule to be determined by the Board of Directors;
- (iii) periodic cleaning of exterior window surfaces on a schedule to be determined by the Board of Directors; and
- (iv) all chimneys, even though they are considered a portion of the Unit, the cost of which may be assessed against the Owner of the Unit in which the chimney is located, pursuant to Paragraph 8(b)(i).

Additionally, the Association shall have the right, but not the obligation, to conduct a periodic inspection, on a schedule to be determined by the Board of Directors, of all fireplaces and chimney flues and, if, in the Board of Director's sole discretion, a flue needs to be cleaned and/or repaired, the Association shall provide such cleaning and/or repair and the cost of such periodic inspection, cleaning

- (a) Voting;
- (b) Assessments, assessment liens or subordination of such liens;
- (c) Reserves for maintenance, repair and replacement of the Common Elements;
- (d) Insurance or fidelity bonds;
- (e) Rights to use of the Common Elements;
- (f) Responsibility for maintenance and repair of the Condominium;
- (g) Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;
- (h) Boundaries of any Unit;
- (i) The interests in the Common Elements or Limited Common Elements;
- (j) Convertibility of Units into Common Elements or of Common Elements into Units;
- (k) Leasing of Units;
- (l) Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his or her Unit in the Condominium;
- (m) Establishment of self-management by the Condominium Association where professional management has been required by any of the agencies or corporations set forth below; and
- (n) Amendment of any provisions which are for the express benefit of Eligible Mortgage holders or insurers or guarantors of first mortgages on Units in the Condominium.

Notwithstanding the foregoing, Declarant or the Board of Directors, without the necessity of a vote from the owners, may amend this Declaration to correct any scrivener's errors, comply with any applicable state, city or federal law, and/or to bring the Condominium into compliance with applicable rules and regulations of the Federal National Mortgage Association ("Fannie Mae"), the Department of Housing and Urban Development ("HUD") and the Veterans Administration ("VA") pursuant to federal law.

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

23. SEVERABILITY.

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

IN WITNESS WHEREOF, Declarant has executed this Declaration under seal this 29th day of March, 2000.

DECLARANT: TUSCANY ASSOCIATES, L.P.,
a Georgia limited partnership

By: W & L Funding Corp.,
a New York corporation, its sole general partner

By: [Signature]
Barbara Weiss, President

Signed, sealed, and delivered
this 29th day of March, 2000
in the presence of:

[Signature]
Witness
[Signature]
Notary Public
[NOTARY SEAL]
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[CORPORATE SEAL]



EXHIBIT "A"

Description Of Submitted Property

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 106 of the 17th District, Fulton County, Georgia, and being more particularly depicted on plat of ALTA/ACSM Land Title Survey for Park Villas Limited Partnership, L & B Multifamily Advisors, Inc., and Chicago Title Insurance Company, prepared by Blue Ridge Engineering, Inc., dated July 14, 1997, last revised September 17, 1997, bearing the seal and certification of H. Tate Jones, Georgia Registered Professional Land Surveyor No. 2339, and being more particularly described as follows:

BEGIN at the intersection of the northern right-of-way of Eighth Street (40 foot right-of-way) with the eastern right-of-way of Juniper Street (60 foot right-of-way); then run along the eastern right-of-way of Juniper Street the following courses and distances: (i) North 01 degrees 34 minutes 22 seconds East, 150.00 feet to a point; (ii) North 02 degrees 02 minutes 15 seconds East, 355.51 feet to a 1-inch pipe found; (iii) North 02 degrees 28 minutes 05 seconds East, 50.00 feet to a ½ inch rebar found; and (iv) North 03 degrees 55 minutes 44 seconds East, 148.67 feet to a ½ inch rebar found, then leave said right-of-way and run North 89 degrees 46 minutes 56 seconds East, 142.42 feet to a point; then run North 00 degrees 41 minutes 09 seconds East, 58.43 feet to a point on the southern right-of-way of Tenth Street (62 foot right-of-way); then run along the southern right-of-way of Tenth Street North 88 degrees 51 minutes 11 seconds East, 158.67 feet to a ½ inch rebar found; then leave said right-of-way and run South 00 degrees 10 minutes 23 seconds West, 89.52 feet to a 1-1/2 inch bolt found; then run South 01 degrees 12 minutes 14 seconds West, 191.20 feet to a ½ inch rebar found; then run South 13 degrees 14 minutes 53 seconds West, 184.56 feet to a point; then run South 12 degrees 08 minutes 04 seconds West, 55.89 feet to a point; then run South 13 degrees 02 minutes 32 seconds West, 98.69 feet to a point; then run South 89 degrees 40 minutes 25 seconds East, 196.89 feet to a ½ inch rebar found on the western right-of-way of Piedmont Avenue (60 foot right-of-way); then run along the western right-of-way of Piedmont Avenue South 12 degrees 54 minutes 09 seconds West, 153.99 feet to a point located at the intersection of the western right-of-way of Piedmont Avenue with the northern right-of-way of Eighth Street; then run along the northern right-of-way of Eighth Street South 89 degrees 32 minutes 24 seconds West, 412.77 feet to the POINT OF BEGINNING.

Said tract or parcel of land containing 5.37 acres, more or less.

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EXHIBIT "B"

**Undivided Percentage Interest In The Common Elements
 And Liabilities For Common Expenses**

Unit Number	Unit Type	Gross Square Feet	Netted Square Feet	Percentage
1011	A4d-SUNROOM	789	789	0.3767%
1012	A5b-SUNROOM	754	817	0.3900%
1015	A5a-SUNROOM	817	817	0.3900%
1016	A4c-SUNROOM	789	789	0.3767%
1111	A4b-DECK	789	657	0.3136%
1112	A5b-DECK	817	754	0.3600%
1113	A4a-SUNROOM	789	789	0.3767%
1114	A5a-SUNROOM	817	817	0.3900%
1115	A5a-DECK	817	754	0.3600%
1116	A4c-DECK	789	657	0.3136%
1117	A5b-SUNROOM	817	817	0.3900%
1118	A4b-SUNROOM	789	789	0.3767%
1211	A4b-DECK	789	657	0.3136%
1212	A5b-DECK	817	754	0.3600%
1213	A4a-DECK	789	657	0.3136%
1214	A5a-DECK	817	754	0.3600%
1215	A5a-DECK	817	754	0.3600%
1216	A4a-DECK	789	657	0.3136%
1217	A5b-DECK	817	754	0.3600%
1218	A4b-DECK	789	657	0.3136%
1311	A4b-DECK	789	657	0.3136%
1312	A5b-DECK	817	754	0.3600%
1313	A4a-DECK	789	657	0.3136%
1314	A5a-DECK	817	754	0.3600%
1315	A5a-DECK	817	754	0.3600%
1316	A4a-DECK	789	657	0.3136%
1317	A5b-DECK	817	754	0.3600%
1318	A4b-DECK	789	657	0.3136%
2111	E1d-DECK	732	692	0.3304%
2112	B2f-SUNROOM	1196	1196	0.5710%
2113	A1b-SUNROOM	874	874	0.4172%
2114	B2e-SUNROOM	1196	1196	0.5710%
2115	E2b-DECK	735	693	0.3307%
2116	A3a-FLAT	821	821	0.3919%
2117	E2a-DECK	735	693	0.3307%
2118	B2f-SUNROOM	1196	1196	0.5710%
2119	A1a-SUNROOM	874	874	0.4172%

Unit Number	Unit Type	Gross Square Feet	Heated Square Feet	Ownership Percentage
2120	A2a-SUNROOM	1031	1031	0.4922%
2121	E1a-SUNROOM	715	715	0.3413%
2123	E1b-SUNROOM	715	715	0.3413%
2124	A2b-SUNROOM	1031	1031	0.4922%
2125	A1b-SUNROOM	874	874	0.4172%
2126	B2e-SUNROOM	1196	1196	0.5710%
2127	E2b-DECK	735	693	0.3307%
2128	A3b-FLAT	821	821	0.3919%
2129	E2a-DECK	735	693	0.3307%
2130	B2f-SUNROOM	1196	1196	0.5710%
2131	A1a-DECK	874	814	0.3886%
2132	B2e-SUNROOM	1196	1196	0.5710%
2133	E1c-DECK	732	692	0.3304%
2211	E1d-DECK	732	692	0.3304%
2212	B2I-SUNROOM	1196	1190	0.5681%
2213	A1b-DECK	874	814	0.3886%
2214	B2h-SUNROOM	1196	1196	0.5710%
2215	E2b-DECK	735	693	0.3307%
2216	A3a-FLAT	821	821	0.3919%
2217	E2a-DECK	735	693	0.3307%
2218	B2I-SUNROOM	1196	1190	0.5681%
2219	A1a-DECK	874	814	0.3886%
2220	A2a-SUNROOM	1031	1031	0.4922%
2221	E1a-SUNROOM	715	715	0.3413%
2222	A3a-FLAT	821	821	0.3919%
2223	E1b-SUNROOM	715	715	0.3413%
2224	A2b-SUNROOM	1031	1031	0.4922%
2225	A1b-DECK	874	814	0.3886%
2226	B2h-SUNROOM	1196	1196	0.5710%
2227	E2b-DECK	735	693	0.3307%
2228	A3b-FLAT	821	821	0.3919%
2229	E2a-DECK	735	693	0.3307%
2230	B2I-SUNROOM	1196	1190	0.5681%
2231	A1a-DECK	874	814	0.3886%
2232	B2h-SUNROOM	1196	1196	0.5710%
2233	E1c-DECK	732	693	0.3308%
2311	E1d-DECK	732	692	0.3304%
2312	B2j-DECK	1222	1134	0.5414%
2313	A1b-DECK	874	814	0.3886%
2314	B2e-DECK	1207	1134	0.5414%
2315	E2b-DECK	735	693	0.3307%
2316	A3a-DEN	1027	1027	0.4903%
2317	E2a-DECK	735	693	0.3307%

Unit Number	Unit Type	Gross Square Feet	Heated Square Feet	Ownership Percentage
2318	B2f-DECK	1207	1134	0.5414%
2319	A1a-DECK	874	814	0.3886%
2320	A2a-DECK	1069	966	0.4612%
2321	E1a-DECK	715	675	0.3222%
2322	A3c-DEN	1027	1027	0.4903%
2323	E1b-DECK	715	675	0.3222%
2324	A2b-DECK	1068	966	0.4612%
2325	A1b-DECK	874	814	0.3886%
2326	B2e-DECK	1207	1134	0.5414%
2327	E2b-DECK	735	693	0.3308%
2328	A3b-DEN	1027	1027	0.4903%
2329	E2a-DECK	735	693	0.3307%
2330	B2f-DECK	1207	1134	0.5414%
2331	A1a-DECK	874	814	0.3886%
2332	B2l-DECK	1222	1134	0.5414%
2333	E1c-DECK	732	693	0.3308%
3022	A1a-SUNROOM	874	874	0.4172%
3025	A2a-SUNROOM	1031	1031	0.4922%
3026	E1a-SUNROOM	715	715	0.3413%
3028	E1b-SUNROOM	715	715	0.3413%
3111	A1a-DECK	874	814	0.3886%
3112	B2b-SUNROOM	1181	1181	0.5638%
3113	B2c-DECK	1207	1134	0.5414%
3114	E1a-SUNROOM	715	715	0.3413%
3118	E1b-SUNROOM	715	715	0.3413%
3119	B2d-DECK	1207	1134	0.5414%
3120	B2a-SUNROOM	1181	1181	0.5638%
3121	A1b-SUNROOM	874	874	0.4172%
3122	A1a-DECK	874	814	0.3886%
3123	B2b-SUNROOM	1181	1181	0.5638%
3124	B2c-DECK	1207	1134	0.5414%
3125	A2a-SUNROOM	1031	1031	0.4922%
3126	E1a-SUNROOM	715	715	0.3413%
3128	E1b-SUNROOM	715	715	0.3413%
3129	A2b-SUNROOM	1031	1031	0.4922%
3130	B2d-DECK	1207	1134	0.5414%
3131	B2a-SUNROOM	1181	1181	0.5638%
3132	A1b-DECK	874	814	0.3886%
3211	A1a-DECK	874	814	0.3886%
3212	B2d-SUNROOM	1181	1181	0.5638%
3213	B2e-DECK	1207	1134	0.5414%
3214	E1a-DECK	715	675	0.3222%
3215	E1b-DECK	715	675	0.3222%

Unit Number	Unit Type	Gross Square Feet	Heated Square Feet	Ownership Percentage
3217	E1a-DECK	715	675	0.3222%
3218	E1b-DECK	715	675	0.3222%
3219	B2f-DECK	1207	1134	0.5414%
3220	B2c-SUNROOM	1181	1181	0.5638%
3221	A1b-DECK	874	814	0.3886%
3222	A1a-DECK	874	814	0.3886%
3223	B2d-SUNROOM	1181	1181	0.5638%
3224	B2e-DECK	1207	1134	0.5414%
3225	A2a-DECK	1069	966	0.4612%
3226	E1a-SUNROOM	715	715	0.3413%
3227	A3a-FLAT	821	821	0.3919%
3228	E1b-SUNROOM	715	715	0.3413%
3229	A2b-DECK	1068	966	0.4612%
3230	B2f-DECK	1207	1134	0.5414%
3231	B2c-SUNROOM	1181	1181	0.5638%
3232	A1b-DECK	874	814	0.3886%
3311	A1a-DECK	874	814	0.3886%
3312	B2f-DECK	1207	1131	0.5414%
3313	B2e-DECK	1207	1134	0.5414%
3314	E1a-DECK	715	675	0.3222%
3315	E1b-DECK	715	675	0.3222%
3317	E1a-DECK	715	675	0.3222%
3318	E1b-DECK	715	675	0.3222%
3319	B2f-DECK	1207	1134	0.5414%
3320	B2e-DECK	1207	1134	0.5414%
3321	A1b-DECK	874	814	0.3886%
3322	A1a-DECK	874	814	0.3886%
3323	B2f-DECK	1207	1134	0.5414%
3324	B2e-DECK	1207	1134	0.5414%
3325	A2a-DECK	1069	966	0.4612%
3326	E1a-DECK	715	675	0.3222%
3327	A3a-DEN	1027	1027	0.4903%
3328	E1b-DECK	715	675	0.3222%
3329	A2b-DECK	1068	966	0.4612%
3330	B2f-DECK	1207	1134	0.5414%
3331	B2e-DECK	1207	1134	0.5414%
3332	A1b-DECK	874	814	0.3886%
4022	A1a-SUNROOM	874	874	0.4172%
4025	B2g-SUNROOM	1190	1190	0.5681%
4026	E1a-SUNROOM	715	715	0.3413%
4027	A3a-FLAT	821	821	0.3919%
4028	E1b-SUNROOM	715	715	0.3413%
4111	A1a-DECK	874	814	0.3886%

Unit Number	Unit Type	Gross Square Feet	Heated Square Feet	Ownership Percentage
4112	B2b-SUNROOM	1181	1181	0.5638%
4113	B2a-DECK	1207	1134	0.5414%
4114	B2e-SUNROOM	1196	1196	0.5710%
4115	E1a-SUNROOM	715	715	0.3413%
4117	E1b-SUNROOM	715	715	0.3413%
4118	B2f-SUNROOM	1196	1196	0.5710%
4119	B2b-DECK	1207	1134	0.5414%
4120	B2a-SUNROOM	1181	1181	0.5638%
4121	A1b-SUNROOM	874	874	0.4172%
4122	A1a-DECK	874	814	0.3886%
4123	B2b-SUNROOM	1181	1181	0.5638%
4124	B2a-DECK	1207	1134	0.5414%
4125	B2g-DECK	1222	1134	0.5414%
4126	E1a-DECK	715	675	0.3222%
4127	A3a-FLAT	821	821	0.3919%
4128	E1b-DECK	715	675	0.3222%
4129	B2h-DECK	1222	1134	0.5414%
4130	B2b-DECK	1207	1134	0.5414%
4131	B2a-SUNROOM	1181	1181	0.5638%
4132	A1b-DECK	874	814	0.3886%
4211	A1a-DECK	874	814	0.3886%
4212	B2d-SUNROOM	1181	1181	0.5638%
4213	B2e-DECK	1207	1134	0.5414%
4214	B2h-SUNROOM	1196	1196	0.5710%
4215	E1a-SUNROOM	715	715	0.3413%
4216	A3b-FLAT	821	821	0.3919%
4217	E1b-SUNROOM	715	715	0.3413%
4218	B2f-SUNROOM	1196	1190	0.5681%
4219	B2f-DECK	1207	1134	0.5414%
4220	B2c-SUNROOM	1181	1181	0.5638%
4221	A1b-DECK	874	814	0.3886%
4222	A1a-DECK	874	814	0.3886%
4223	B2d-SUNROOM	1181	1181	0.5638%
4224	B2e-DECK	1207	1134	0.5414%
4225	B2f-DECK	1222	1134	0.5414%
4226	E1a-DECK	715	675	0.3222%
4227	A3a-FLAT	821	821	0.3919%
4228	E1b-DECK	715	675	0.3222%
4229	B2j-DECK	1222	1134	0.5414%
4230	B2f-DECK	1207	1134	0.5414%
4231	B2c-SUNROOM	1181	1181	0.5638%
4232	A1b-DECK	874	814	0.3886%
4311	A1a-DECK	874	814	0.3886%

Unit Number	Unit Type	Gross Square Feet	Heated Square Feet	Ownership Percentage
4312	B2f-DECK	1207	1134	0.5414%
4313	B2e-DECK	1207	1134	0.5414%
4314	B2j-DECK	1222	1134	0.5414%
4315	E1a-DECK	715	675	0.3222%
4316	A3b-DEN	1027	1027	0.4903%
4317	E1b-DECK	715	675	0.3222%
4318	B2j-DECK	1222	1134	0.5414%
4319	B2f-DECK	1207	1134	0.5414%
4320	B2e-DECK	1207	1134	0.5414%
4321	A1b-DECK	874	814	0.3886%
4322	A1a-DECK	874	814	0.3886%
4323	B2f-DECK	1207	1134	0.5414%
4324	B2e-DECK	1207	1134	0.5414%
4325	B2i-DECK	1222	1134	0.5414%
4326	E1a-DECK	715	675	0.3222%
4327	A3a-DEN	1027	1027	0.4903%
4328	E1b-DECK	715	675	0.3222%
4329	B2i-DECK	1222	1134	0.5414%
4330	B2f-DECK	1207	1134	0.5414%
4331	B2e-DECK	1207	1134	0.5414%
4332	A1b-DECK	874	814	0.3886%
Totals				
230		218,909	209,473	100.0000%

Unit Number	Parking Space Assigned
2120	
2121	
2123	
2124	
2125	
2126	
2127	
2128	
2129	
2130	Building 2000, Spaces 06 and 07
2131	
2132	
2133	
2211	
2212	
2213	
2214	
2215	
2216	
2217	
2218	
2219	
2220	
2221	
2222	
2223	
2224	79 and Building 2000, Space 57
2225	
2226	
2227	
2228	
2229	
2230	17 and Building 2000, Space 04
2231	
2232	
2233	
2311	
2312	
2313	
2314	
2315	
2316	24 and Building 2000, Space 03
2317	

Unit Number	Parking Space Assigned
2318	
2319	
2320	
2321	
2322	
2323	
2324	
2325	
2326	
2327	23 and Building 2000, Space 61
2328	
2329	
2330	
2331	Building 2000, Space 05
2332	18 and 19
2333	
3022	
3025	
3026	
3028	
3111	
3112	
3113	
3114	
3118	
3119	
3120	
3121	
3122	
3123	
3124	
3125	177 and 178
3126	
3128	
3129	
3130	
3131	
3132	
3211	
3212	
3213	
3214	
3215	

Unit Number	Parking Space Assigned
3217	
3218	
3219	
3220	
3221	12
3222	
3223	
3224	
3225	
3226	
3227	
3228	
3229	
3230	
3231	
3232	
3311	
3312	
3313	
3314	
3315	
3317	
3318	
3319	16 and Building 3000, Space 13
3320	
3321	
3322	
3323	Building 3000, Spaces 04 and 05
3324	
3325	
3326	
3327	
3328	
3329	170 and 171
3330	
3331	
3332	
4022	
4025	
4026	
4027	
4028	
4111	

Unit Number	Parking Space Assigned
4112	
4113	201 and 202
4114	
4115	
4117	
4118	
4119	Building 4000, Spaces 13 and 14
4120	
4121	
4122	
4123	
4124	Building 4000, Spaces 06 and 07
4125	Building 4000, Spaces 26 and 27
4126	
4127	
4128	
4129	
4130	Building 4000. Spaces 22 and 23
4131	
4132	
4211	
4212	
4213	
4214	
4215	
4216	
4217	
4218	
4219	
4220	
4221	
4222	
4223	
4224	203 and Building 4000, Space 24
4225	
4226	
4227	
4228	
4229	
4230	
4231	
4232	
4311	

Unit Number	Parking Space Assigned
4312	
4313	
4314	
4315	
4316	
4317	
4318	
4319	
4320	
4321	
4322	Building 4000, Space 05
4323	
4324	
4325	
4326	
4327	
4328	
4329	
4330	
4331	
4332	04

EXHIBIT "D"

**BYLAWS
OF
TUSCANY CONDOMINIUM ASSOCIATION, INC.**

WEISSMAN, NOWACK, CURRY, & WILCO, P.C.

Attorneys

Two Midtown Plaza, 15th Floor
1349 West Peachtree Street
Atlanta, Georgia 30309
(404) 885-9215

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BYLAWS
OF
TUSCANY CONDOMINIUM ASSOCIATION, INC.

Article I
General

Section 1. Applicability. These Bylaws provide for the self-government of Tuscany Condominium Association, Inc., in accordance with the Georgia Condominium Act, the Articles of Incorporation filed with the Secretary of State and the Declaration of Condominium for Tuscany, a Condominium, recorded in the Fulton County, Georgia land records ("Declaration").

Section 2. Name. The name of the corporation is Tuscany Condominium Association, Inc., ("Association").

Section 3. Definitions. The terms used herein shall have their generally accepted meanings or such meanings as are specified in Paragraph 2 of the Declaration.

Section 4. Membership. An Owner of a Unit shall automatically become a member of the Association upon taking title to the Unit and shall remain a member for the entire period of ownership. As may be more fully provided below, a spouse or a cohabitant of a member may exercise the powers and privileges of the member. If title to a Unit is held by more than one (1) Person, the membership shall be shared in the same proportion as the title, but there shall be only one (1) membership and one (1) vote per Unit. Membership does not include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. Membership shall be appurtenant to the Unit and shall be transferred automatically by conveyance of that Unit and may be transferred only in connection with the transfer of title.

Section 5. Entity Members. In the event an Owner is a corporation, partnership, trust, or other legal entity not being a natural person or persons, then any natural person who is an officer, director, or other designated agent of such corporation, partner of such partnership, beneficiary or other designated agent of such trust, or manager of such other legal entity shall be eligible to represent such entity or entities in the affairs of the Association. Such person's relationship with the Association shall terminate automatically upon the termination of such person's relationship with the entity or entities which are the Owner, and termination of the person's relationship with the Association will create a vacancy in any elected or appointed position within the Association in which such person may have been serving and such vacancy will be filled in accordance with these Bylaws.

Section 6. Voting. Each Unit shall be entitled to one equal vote, which vote may be cast by the Owner, the Owner's spouse, the cohabitant of the Owner, or by a lawful proxy as provided below. When more than one (1) Person owns a Unit, the vote for such Unit shall be exercised as they determine between or among themselves, but in no event shall more than one (1) vote be cast with respect to any Unit. If only one (1) co-owner attempts to cast the vote for a Unit, it shall be conclusively presumed that such co-owner is authorized on behalf of all co-owners to cast the vote for such Unit. In the event of disagreement between or among co-owners and an attempt by two (2) or more of them to cast such vote or votes, such Persons shall not be recognized and such vote or votes shall not be counted. No Owner shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors, if that

Owner is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association or if the Owner has had its voting rights suspended for the infraction of any provision of the Declaration, these Bylaws, or any rule of the Association. If the voting rights of an Owner have been suspended, that Owner shall not be counted as an eligible vote for purposes of establishing a Majority or a quorum.

Section 7. Majority. As used in these Bylaws, the term "majority" shall mean those votes, Owners, or other group as the context may indicate totalling more than fifty (50%) percent of the total number of eligible votes, Owners, or other group, respectively. Unless otherwise specifically stated, the words "majority vote" mean more than fifty (50%) percent of those voting in person or by proxy. Except as otherwise specifically provided in the Declaration or these Bylaws, all decisions shall be by majority vote.

Section 8. Purpose. The Association shall have the responsibility of administering the Condominium, establishing the means and methods of collecting the contributions to the Common Expenses, arranging for the management of the Condominium and performing all of the other acts that may be required to be performed by the Association pursuant to the Act, the Georgia Nonprofit Corporation Code and the Declaration. Except as to those matters which the Act, the Declaration or the Georgia Nonprofit Corporation Code specifically require to be performed by the vote of the Association membership, the administration of the foregoing responsibilities shall be performed by the Board of Directors as more particularly set forth below.

Article II Meetings of Members

Section 1. Annual Meetings. The regular annual meeting of the members shall be held during the fourth quarter of each year with the date, hour, and place to be set by the Board of Directors.

Section 2. Special Meetings. Special meetings of the members may be called for any purpose at any time by the President or Secretary, by request of any two (2) members of the Board of Directors, or upon written petition of Owners holding at least fifteen (15%) percent of the Unit Owners. Any such written petition by the members must be submitted to the Association's Secretary. The Secretary shall then verify that the required number of members have joined in the petition and shall submit all proper petitions to the Association's President. The President shall then promptly call a special meeting for the purpose stated in the petition, and the Secretary shall send notice of the meeting in accordance with these Bylaws.

Section 3. Notice of Meetings. It shall be the duty of the Secretary to mail or deliver to each Owner of Units of record or to the Units a notice of each annual or special meeting of the Association at least twenty-one (21) days prior to each annual meeting and at least seven (7) days prior to each special meeting. The notice shall state the purpose of any special meeting, as well as the time and place where it is to be held. The notice of an annual meeting shall state the time and place of the meeting. If any Owner wishes notice to be given at an address other than his or her Unit, the Owner shall have designated by notice in writing to the Secretary such other address. The mailing or delivering of a notice of meeting in the manner provided in this Section shall be considered proper service of notice.

Section 4. Waiver of Notice. Waiver of notice of meeting of the Owners shall be deemed the equivalent of proper notice. Any Owner may, in writing, waive notice of any meeting of the Owners, either before or after such meeting. Attendance at a meeting by an Owner, whether in person or represented by proxy, shall be deemed waiver by such Owner of notice of the time, date, and place thereof unless such Owner specifically objects to lack of proper notice at the time the meeting is called to

Article III
Board of Directors

A. Composition and Selection.

Section 1. Composition. The affairs of the Association shall be governed by a Board of Directors. During the time the Declarant has the right to appoint and remove directors and officers of the Association, the Board shall be composed of one (1) person. After Declarant's right to appoint has terminated, the Board shall be composed of five (5) or seven (7) persons, the exact number to be determined by resolution of the Board of Directors. Except for directors appointed by the Declarant hereunder, the directors shall be Owners or spouses or cohabitants of such Owners; provided, however, no Owner and his or her spouse or cohabitant may serve on the Board at the same time, and no co-owners may serve on the Board at the same time.

Section 2. Term of Office. Notwithstanding anything to the contrary herein, Declarant shall have exclusive authority to appoint and remove directors and officers until the earlier of: (1) three (3) years after the recording of the Declaration, (2) the date as of which Units to which eighty percent (80%) of the undivided interests in the Common Elements pertain shall have been conveyed by Declarant to Unit Owners other than a Person constituting the Declarant, or (3) the surrender in writing by Declarant of the authority to appoint and remove officers and directors of the Association. At the first election of directors of the Association following the expiration or termination of the Declarant's right to appoint directors hereunder, a majority of directors shall be elected for a term of two (2) years and the remaining directors shall be elected for a term of one (1) year. At the expiration of the term of office of each Board member, and at each annual meeting thereafter, a successor shall be elected to serve for a term of two (2) years. The Board members shall hold office until their respective successors shall have been elected by the Association.

Section 3. Removal of Members of the Board of Directors. At any annual or special meeting of the Association duly called, any one or more Board members, except for directors appointed by Declarant hereunder, may be removed with or without cause by a Majority of the members of the Association and a successor may then and there be elected to fill the vacancy thus created. Further, any director who has had three (3) consecutive unexcused absences from regularly scheduled Board meetings or is more than sixty (60) days past due in the payment of any assessment may be removed by the vote of a Majority of the other directors. Any director whose removal has been proposed shall be given at least ten (10) days notice of the calling of the meeting to consider his or her removal and the purpose thereof and shall be given an opportunity to be heard at the meeting.

Section 4. Vacancies. Vacancies in the Board caused by any reason, except the removal of a director by vote of the membership or by Declarant, shall be filled by a vote of the Majority of the remaining directors, even though less than a quorum, at any meeting of the Board of Directors. The successor so selected shall hold office for the remainder of the term of the director being replaced.

Section 5. Compensation. Directors shall not be compensated for services as such unless and only to the extent that compensation is authorized by a Majority vote of the members. Directors may be reimbursed for the expenses incurred in carrying out their duties as directors upon approval of such expenses by the Board of Directors.

Section 6. Director Conflicts of Interest. Nothing herein shall prohibit a director from entering into a contract and being compensated for services or supplies furnished to the Association in a capacity other than as director, provided that the director's interest is disclosed to the Board and the contract is approved by a Majority of the directors who are at a meeting of the Board of Directors at

which a quorum is present, excluding the director with whom the contract is made. The interested director shall not count for purposes of establishing a quorum of the Board. The interested director shall be entitled to be present at any meeting at which the proposed contract is discussed but shall not be entitled to discuss the proposed contract during the discussion. Notwithstanding anything to the contrary herein, during the period of time the Declarant may appoint and remove directors and officers of the Association, pursuant to Article III, Section 2 of these Bylaws, the directors on behalf of the Association shall be authorized to enter into contracts with the Declarant and its affiliates as set forth in Paragraph 19(i) of the Declaration.

Section 7. Nomination. Nomination for election to the Board shall be made by a Nominating Committee which shall be appointed by the Board of Directors at least thirty (30) days prior to the annual meeting to serve a term of one (1) year and shall consist of at least one (1) Board member and at least two (2) other members of the Association who are not Board members. The members of the Nominating Committee shall be announced at the annual meeting. The Nominating Committee may nominate any number of qualified individuals, but not less than the number of directors to be elected. The nominations shall be made at least fourteen (14) days prior to the annual meeting. Nominations shall also be allowed from the floor at the meeting. Each candidate shall be given a reasonable opportunity to communicate his or her qualifications to the membership prior to the election. No member shall be nominated for election to the Board, nor permitted to run for election, if more than thirty (30) days past due in the payment of any assessment. Failure to comply with this Section shall in no way invalidate the election of directors who were not nominated in accordance with the provisions hereof.

Section 8. Elections. All members of the Association eligible to vote shall be entitled to cast their entire vote for each directorship to be filled. There shall be no cumulative voting. The directorships for which elections are held shall be filled by that number of candidates receiving the most votes. Voting for election of Board members shall be by written ballot (unless dispensed by unanimous consent at such meeting at which such voting is conducted).

B. Meetings.

Section 9. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by the Board, but such meetings shall be held at least once every six (6) months. The newly elected Board shall meet within ten (10) days after each annual meeting of the membership.

Section 10. Special Meetings. Special meetings of the Board may be called by the President on two (2) days notice to each director given by mail, in person, by telephone, or by facsimile transmission, which notice shall state the time, place, and purpose of the meeting. Special meetings of the Board shall be called by the President, Vice President, Secretary, or Treasurer in like manner and on like notice on the written request of at least two (2) directors.

Section 11. Waiver of Notice. Any director may, at any time, in writing, waive notice of any meeting of the Board, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall also constitute a waiver of notice by him or her of the time and place of such meeting. If all directors are present at any Board meeting, no notice shall be required and any business may be transacted at such meeting.

Section 12. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors and the Secretary shall keep a minute book recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings. A Majority of directors shall constitute a quorum for the transaction of business. One or more directors who

director or committee member free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director or committee member or former officer or director may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and, if obtainable, officers' and directors' liability insurance to fund this obligation, and the insurance shall be written as provided in the Declaration.

D. Committees.

Section 19. Architectural Control Committee. The Board shall establish an Architectural Control Committee for the purpose of establishing and maintaining architectural standards in the Condominium as provided in the Declaration.

Section 20. Other Committees. There shall be such other committees as the Board shall determine with the powers and duties that the Board shall authorize.

Section 21. Service on Committees. Unless otherwise provided in these Bylaws or in the resolution authorizing a particular committee, the members of any committee shall be appointed by the President and shall serve at the pleasure of the Board of Directors. Any committee member may be removed with or without cause at any time and with or without a successor being named.

Article IV
Officers

Section 1. Designation. The principal officers of the Association shall be the President, the Secretary and the Treasurer, all or any of which may be the same person. A Vice President may be elected at the discretion of the Board.

Section 2. Election of Officers. The Association officers shall be elected annually by the Board at the first Board meeting following each annual meeting of the members and shall hold office at the pleasure of the Board and until a successor is elected.

Section 3. Removal of Officers. Upon the affirmative vote of a Majority of the members of the Board, any officer may be removed, either with or without cause, and a successor may be elected.

Section 4. Vacancies. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board for the unexpired portion of the term.

Section 5. President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the members and of the Board. The President shall have all the general powers and duties which are incident to the office of the president of a corporation organized under the Georgia Nonprofit Corporation Code, including, but not limited to, the power to appoint committees from among the members from time to time as he or she may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 6. Vice President. The Vice President, if any, shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting.

Section 7. Secretary. The Secretary shall keep the minutes of all meetings of the members and of the Board of Directors and shall have charge of such books and papers as the Board of Directors

may direct, and shall, in general, perform all duties incident to the office of the secretary of a corporation organized under Georgia law.

Section 8. Treasurer. The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Association or the managing agent in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall be responsible for the preparation of the budget as provided in the Declaration. The Treasurer may delegate all or a part of the preparation and notification duties associated with the above responsibilities to a management agent.

Section 9. Other Officers. Other offices may be created by the Board, and the Board members which hold such offices shall have such titles and duties as are defined by the Board.

Section 10. Agreements, Contracts, Deeds, Leases, Etc. All agreements, contracts, deeds, leases, checks, promissory notes, and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by resolution of the Board of Directors.

Article V Rule Making and Enforcement

Section 1. Authority and Enforcement. The Condominium shall be used only for those uses and purposes set out in the Declaration. The Board of Directors shall have the authority to make, modify, repeal and enforce reasonable rules and regulations governing the conduct, use, and enjoyment of Units and the Common Elements; provided, copies of all such rules and regulations shall be furnished to all Owners and Occupants. Any rule or regulation may be repealed by the affirmative vote or written consent of a Majority of the total Association vote at an annual or special meeting of the membership. Every Owner and Occupant shall comply with the Declaration, Bylaws and rules and regulations of the Association, and any lack of compliance therewith shall entitle the Association and, in an appropriate case, one or more aggrieved Unit Owners, to take action to enforce the terms of the Declaration, Bylaws or rules and regulations.

The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the Owner's Unit, and to suspend an Owner's right to vote or to use the Common Elements for violation of any duty imposed under the Declaration, these Bylaws, or any rules and regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Association or the Board to limit ingress and egress to or from a Unit. In the event that any Occupant of a Unit violates the Declaration, Bylaws, or a rule or regulation and a fine is imposed, notice of such violation shall be sent to the Owner and Occupant, and the fine shall first be assessed against such Occupant; provided, however, if the fine is not paid by the Occupant within the time period set by the Board, the Unit Owner shall pay the fine upon notice from the Association, and the fine shall be an assessment and a lien against the Unit until paid. The failure of the Board to enforce any provision of the Declaration, Bylaws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

Section 2. Fining and Suspension Procedure. The Board shall not impose a fine, suspend the right to vote or suspend the right to use the Common Elements (provided, however, if an Owner is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association, suspension of the right to vote and the right to use the Common Elements shall be automatic; provided further, however, suspension of common utility services shall require compliance with the provisions of Paragraph 10(c)(v) of the Declaration, where applicable).

Section 9. Books and Records.

(a) All members of the Association and any holder of a first Mortgage shall be entitled to inspect the following records at a reasonable time and location specified by the Association, upon written request at least five (5) days before the date on which the member or mortgagee wishes to inspect and copy:

- (i) its Articles or restated Articles of Incorporation and all amendments to them currently in effect;
- (ii) its Bylaws or restated Bylaws and all amendments to them currently in effect;
- (iii) resolutions adopted by either its members or Board of Directors increasing or decreasing the number of directors or the classification of directors, or relating to the characteristics, qualifications, rights, limitations, and obligations of members or any class or category of members;
- (iv) resolutions adopted by either its members or Board of Directors relating to the characteristics, qualifications, rights, limitations, and obligations of members or any class or category of members;
- (v) the minutes of all meetings of members and records of all actions approved by the members for the past three (3) years;
- (vi) all written communications to members generally within the past three (3) years, including the financial statements furnished for the past three (3) years;
- (vii) a list of the names and business or home addresses of its current directors and officers; and
- (viii) its most recent annual report delivered to the Secretary of State.

(b) A member may inspect and copy the following records upon written notice at least five (5) business days before the date on which the member wishes to inspect and copy only if the member's demand is made in good faith and for a proper purpose that is reasonably relevant to the member's legitimate interest as a member; the member describes with reasonable particularity the purpose and the records the member desires to inspect; the records are directly connected with this purpose; and the records are to be used only for the stated purpose:

- (i) excerpts from minutes of any Board meeting, records of any action of a committee of the Board while acting in place of the Board on behalf of the Association, minutes of any meeting of the members, and records of action taken by the members or the Board without a meeting, to the extent not subject to inspection under subsection 9(a);
- (ii) accounting records of the Association; and
- (iii) the membership list only if for a purpose related to the member's interest as a member. Without the consent of the Board, a membership list or any part thereof may not be used to solicit money or property unless such money or property will be used solely to solicit the votes of the members in an election to be held by the Association; used for any commercial purpose; or sold to or purchased by any person.

The Association may impose a reasonable charge, covering the cost of labor and material, for copies of any documents provided to the Member.

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Deed Book 28776 Pg 263
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia
I HEREBY ACKNOWLEDGE THE RECEIPT OF THE ABOVE DEED FOR THE PURPOSES OF THE DEED BOOK AND PAGE HEREIN.

Return To:
Lazega & Johanson, LLC
3520 Piedmont Road, N.E., Suite 415
Atlanta, Georgia 30305 Attn: Jay Lazega

[Space Above Reserved for Recording Data]

STATE OF GEORGIA
COUNTY OF FULTON

Cross Reference: Deed Book 28776
Page 192

**AMENDMENT TO THE DECLARATION OF
CONDOMINIUM FOR TUSCANY, A CONDOMINIUM**

WHEREAS, the Declaration of Condominium for Tuscany, a Condominium was recorded on March 30, 2000 in Deed Book 28776, Page 192, *et seq.*, Fulton County, Georgia land records, as amended ("Declaration"); and

WHEREAS, Paragraph 22 of the Declaration provides for amendment to the Declaration with the affirmative vote, written consent, or combination thereof, of members of the Tuscany Condominium Association, Inc. ("Association") holding two-thirds (2/3) of the total Association vote; and

WHEREAS, Paragraph 10(c) of the Declaration, Article V, Section 2 of the Bylaws of Tuscany Condominium Association, Inc. and Section 44-3-76 of the Georgia Condominium Act provide for the Association's Board of Directors to suspend voting rights of any unit owner who is delinquent in the payment of any assessments or charges owed to the Association; and

WHEREAS, members holding at least two-thirds (2/3) of the total eligible Association vote desire to amend the Declaration and have approved this Amendment; and

WHEREAS, this Amendment is not made without the approval of any Eligible Mortgage Holders, and this Amendment is not material with respect to Eligible Mortgage Holders in that it does not materially and adversely affect the security title or interest of any Eligible Mortgage Holder; provided, however, in the event a court of competent jurisdiction determines that this Amendment does so without such Eligible Mortgage Holder's consent, then this Amendment shall not be binding on the Eligible Mortgage Holder so involved, unless it consents hereto; and if such consent is not forthcoming, then the provisions of the Declaration prior to this Amendment shall control with respect to the affected Eligible Mortgage Holder;

NOW, THEREFORE, the Declaration is hereby amended as follows:

1.

Paragraph 2 of the Declaration is hereby amended by adding the following subparagraph (y) thereto:

(y) **Domestic Partner** means any adult who cohabitates with an Owner, and who has been designated as the Owner's Domestic Partner in a written statement, signed by the Owner and filed with the Association's Secretary. A person shall no longer be a Domestic Partner upon the Secretary's receipt of a written termination notice, signed by either the Owner or the Domestic Partner.

2.

Paragraph 7 of the Declaration is hereby amended by adding the following to the end thereof:

An Owner's spouse or Domestic Partner may exercise all membership rights and privileges of the Owner under this Declaration or the Bylaws, including, but not limited to, voting rights. Notwithstanding anything to the contrary herein, no Owner or other person or entity shall be counted as an eligible vote

for any purpose under the Declaration or Bylaws if the voting rights of that Owner, person or entity have been suspended hereunder. Any vote under the Declaration or Bylaws that requires a vote of Owners, Association members or other persons or entities shall be based on those Owners, Association members, persons or entities which are eligible to vote.

3.

Paragraph 10(c)(iv) of the Declaration is hereby amended by deleting the word "limit" therefrom and substituting the word "deny" therefor.

4.

Paragraph 10(c)(v) of the Declaration is hereby amended by deleting the first sentence of the second paragraph thereof in its entirety and substituting the following therefor:

Notwithstanding the above, the Board may suspend any utility paid for as a Common Expense, but only after a final judgment or judgments in excess of a total of \$750, or such other amount as required by the Act, are obtained in favor of the Association from a court of competent jurisdiction, the Association provides the notice required to be provided by the institutional provider of such utility prior to the suspension of the utility, and the Association complies with any other requirements of Georgia law.

5.

Paragraph 10 of the Declaration is hereby further amended by adding the following new subparagraph (j) thereto:

(j) **Foreclosure Administration Fee.** It is recognized that foreclosures of mortgages on Units create substantial administrative and other burdens on the Association. These additional burdens on the Association include, but are not limited to, having to monitor the status of mortgages and legal periodicals to determine when foreclosures occur, searching the Fulton County, Georgia land records to determine the names of the purchasers at foreclosure sales, contacting the foreclosure purchasers/owners regarding foreclosure-purchaser responsibilities and assessment obligations and updating Association records multiple times to deal with just a single Unit. Pursuant to this Declaration and Section 44-3-80 of the Act, the Association is authorized to assess individual Owners certain fees and expenses occasioned by and benefiting just those Owners or those Owners' Units. In accordance with these provisions, and in addition to annual assessments, special assessments, and other charges provided for in this Declaration, any Person who acquires a Unit at a foreclosure sale of the mortgage on such Unit, or by deed in lieu of a foreclosure, will be required to pay the Association a Foreclosure Administration Fee of \$750.00 at the time the foreclosure deed or deed in lieu of foreclosure is recorded in the Fulton County, Georgia records. The Foreclosure Administration Fee shall constitute a specific assessment under this Declaration.

IN WITNESS WHEREOF, the undersigned officers of Tuscany Condominium Association, Inc. hereby certify that the above amendments to the Declaration were duly adopted by owners holding at least two thirds of the total eligible Association vote, with any required notice duly given.

This 8th day of March, 2011.

Sworn to and subscribed before me this 8 day of March, 2011.

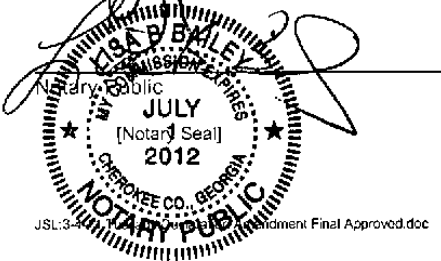
TUSCANY CONDOMINIUM ASSOCIATION, INC.

Witness: [Signature]

By: [Signature] (Seal)
President

Attest: [Signature] (Seal)
Secretary

[Corporate Seal]



Deed Book 49933 Pg. 318
Catherine Robinson
Clerk of Superior Court
Fulton County, Georgia