



Whalen J. Kuller  
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March 18, 2016

**VIA REGULAR U.S. MAIL**

Northridge 400 Office Park Condominium  
Association, Inc.  
Attn: Phil Franklyn  
8525 Dunwoody Place  
Sandy Springs, GA 30350

Re: General Corporate Matters

Dear Phil:

Enclosed please find the original, file-stamped Amended and Restated Declaration of Condominium for Northridge 400 Office Park Condominium. Please keep this for your records.

Please feel free to contact me if you have any questions.

Very truly yours,

A handwritten signature in black ink, appearing to read "Whalen J. Kuller".

Whalen J. Kuller

WJK/cks  
Enclosure

Deed Book 55901 Pg 517  
Filed and Recorded Mar-02-2016 08:30am  
2016-0124419  
Real Estate Transfer Tax \$0.00  
**Cathelene Robinson**  
Clerk of Superior Court  
Fulton County, Georgia

After recording return to:

Hartman Simons & Wood LLP  
6400 Powers Ferry Road, Suite 400  
Atlanta, GA 30339  
Attn: Whalen Kuller, Esq.

Cross References:

Declaration of Condominium recorded  
in Deed Book 7657, page 155, Fulton  
County, Georgia records

Amended and Restated Declaration of  
Condominium recorded in Deed Book  
8008, page 241, Fulton County,  
Georgia records

First Amendment to Amended and  
Restated Declaration of Condominium  
recorded in Deed Book 8010, page 1,  
Fulton County, Georgia records

## **AMENDED AND RESTATED DECLARATION OF CONDOMINIUM**

**FOR**

**NORTHRIDGE 400 OFFICE PARK CONDOMINIUM**

HARTMAN SIMONS & WOOD LLP  
6400 POWERS FERRY RD., N.W., SUITE 400  
ATLANTA, GEORGIA 30339  
(770) 955-3555

**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM**  
**FOR**  
**NORTHRIDGE 400 OFFICE PARK CONDOMINIUM**

This AMENDED AND RESTATED DECLARATION (this "Declaration") is made on the date set forth below by the Association and Owners of Units (as such terms are defined below);

**WITNESSETH:**

WHEREAS, Northridge 400 Office Park Condominium was formed upon recordation of that certain Declaration of Condominium, Northridge 400 Office Park, dated September 15, 1980, recorded in Deed Book 7657, page 155, Fulton County, Georgia records (the "Original Declaration"); and

WHEREAS, the Original Declaration was amended and restated in its entirety upon recordation of that certain Amended and Restated Declaration of Condominium, Northridge 400 Condominium Office Park, dated November 25, 1981, recorded in Deed Book 8008, page 241, Fulton County, Georgia records (the "Original Amended and Restated Declaration"); and

WHEREAS, the Original Amended and Restated Declaration was amended to add additional land and four additional buildings upon recordation of that certain First Amendment to Amended and Restated Declaration of Condominium, Northridge 400 Condominium Office Park, dated November 30, 1981, recorded in Deed Book 8010, page 1, Fulton County, Georgia records (the "First Amendment"; the Original Amended and Restated Declaration, as amended by the First Amendment, hereinafter referred to as the "Prior Declaration"); and

WHEREAS, a plat related to the Condominium prepared by J.S. Ross & Associates, dated September 5, 1980, was filed in Condominium Plat Book 5, Page 63, Fulton County, Georgia Records; and

WHEREAS, a revised plat related to the Condominium prepared by J.S. Ross & Associates, dated November 24, 1981, was filed in Condominium Plat Book 5, Page 112, Fulton County, Georgia Records, and re-filed in Condominium Plat Book 6, Page 111, Fulton County, Georgia Records; and

WHEREAS, floor plans relating to the Condominium were filed in Condominium File Cabinet No. 2, Folder No. 68, Fulton County, Georgia Records; and

WHEREAS, the Owners and the Association desire to amend and restate in its entirety the Prior Declaration; and

WHEREAS, the Prior Declaration allows amendment by more than fifty percent (50%) of the total number of votes in the Association, which percentage is permitted due to the fact that none of the condominium units are for residential use; and

WHEREAS, the President herein has provided a sworn statement that more than fifty percent (50%) of such votes has been obtained as required by O.C.G.A. §44-3-93(d).

NOW THEREFORE, the Owners and the Association hereby amend and restate the Prior Declaration in its entirety. By virtue of the recording of this Declaration, the property which is subject to the Declaration shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to provisions of the Georgia Condominium Act and the covenants, conditions, restrictions, easements, assessments, and liens set forth in this Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with, the title to the real property subject to this Declaration, and shall be binding on all persons having any right, title or interest in all or any portion of the real property subject to this Declaration, their respective heirs, legal representatives, successors, successors-in-title and assigns, and shall be for the benefit of all owners of the property subject to this Declaration.

*[Signature appears on next page]*

IN WITNESS WHEREOF, the Association has executed this Declaration this 25th day of February, 2016

Signed, sealed, and delivered in my presence this  
25th day of February, 2016.

Witness

*Patricia Gay Spears*

Notary Public



THE NORTHRIDGE 400 OFFICE PARK  
CONDOMINIUM ASSOCIATION, INC., a Georgia  
non-profit corporation

By: *Philip Franklyn* (SEAL)  
Name: Philip Franklyn  
Its: President

Attest: *Evan M. Wilson* (SEAL)  
Name: Evan M. Wilson  
Its: Board Member

**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM  
FOR  
NORTHRIDGE 400 OFFICE PARK CONDOMINIUM**

THIS AMENDED AND RESTATED DECLARATION OF CONDOMINIUM is made the day set forth on the signature page hereof by **THE NORTHRIDGE 400 OFFICE PARK CONDOMINIUM ASSOCIATION, INC.**, a Georgia non-profit corporation.

1. NAME

The name of the condominium is **NORTHRIDGE 400 OFFICE PARK CONDOMINIUM** (hereinafter sometimes called the Condominium, as further defined herein), which condominium is an office condominium pursuant to the Georgia Condominium Act, O.C.G.A. § 44-3-70, et seq.

2. DEFINITIONS

Generally, terms used in this Declaration, the Bylaws, and the Articles of Incorporation shall have their normal, generally accepted meaning or meanings given in the Act or the Georgia Nonprofit Corporation Code. Unless the context otherwise requires, certain terms used in this Declaration, the Bylaws, and the Articles of Incorporation shall be defined as follows:

- (a) ACC means the committee established to exercise the architectural review powers set forth in Paragraph 13 hereof;
- (b) Act means the Georgia Condominium Act, O.C.G.A. § 44-3-70, et seq., as may be amended.
- (c) Annual Assessment has the meaning set forth in Paragraph 10(a) hereof.
- (d) Area of Common Responsibility means the Common Elements, together with those areas, if any, which by the terms of this Declaration or by the agreement with any other Person becomes the Association's responsibility. The office of any property manager employed by or contracting with the Association, if located on the Condominium or any public rights-of-way within or adjacent to the Condominium, may be part of the Area of Common Responsibility.
- (e) Articles of Incorporation mean the Articles of Incorporation of The Northridge 400 Office Park Condominium Association, Inc., as filed with the Georgia Secretary of State.
- (f) Association means The Northridge 400 Office Park Condominium Association, Inc., a Georgia nonprofit corporation, its successors and assigns.
- (g) Board or Board of Directors means the elected body responsible for management and operation of the Association.
- (h) Bylaws mean the Bylaws of The Northridge 400 Office Park Condominium Association, Inc., attached hereto as Exhibit D and incorporated herein by this reference.
- (i) Common Elements mean those portions of the property subject to this Declaration, which are not included within the boundaries of a Unit as more particularly described herein.
- (j) Common Expenses mean the expenses incurred or anticipated to be incurred by the Association for the general benefit of the Condominium, including, but not limited to, those expenses incurred for maintaining, repairing, replacing, and operating the Common Elements and the Area of Common Responsibility.
- (k) Condominium means all that property described in Exhibit "A" attached to the Prior Declaration, as amended.

- (l) Condominium Instruments mean this Declaration and all exhibits hereto, including the Bylaws and the plats and plans, all as may be supplemented or amended.
- (m) Eligible Mortgage Holder means the holder of a first mortgage secured by a Unit who has requested notice of certain items set forth in Paragraph 19.
- (n) Floor Plans shall mean the floor plans for the Condominium filed in Condominium File Cabinet No. 2, Folder No. 68, Fulton County, Georgia Records.
- (o) Limited Common Elements mean a portion of the Common Elements reserved for the exclusive use of those entitled to occupy one (1) or more, but less than all, Units, as more particularly set forth herein.
- (p) Majority Approval means, with respect to any action, means the approval of such action by at least a majority of the total votes present, in person or by proxy, and eligible to vote at the meeting at which such action is considered.
- (q) Mortgage means any mortgage, deed to secure debt, deed of trust, or other transfer or conveyance for the purpose of securing the performance of an obligation, including, but not limited to, a transfer or conveyance of fee title for such purpose.
- (r) Mortgagee or Mortgage Holder means the holder of any Mortgage.
- (s) Owner or Owners means the record titleholder of a Unit, but shall not include a Mortgage Holder.
- (t) Person means any individual, corporation, firm, association, partnership, host, or other legal entity.
- (u) Plat shall mean the plat of survey for the Condominium, filed in Condominium Plat Book 6, Page 111, Fulton County, Georgia Records, a copy of which is attached hereto as Exhibit A-1 and made a part hereof.
- (v) Quorum means the presence, in person or by proxy, of at least of majority of the total votes of the Association's members then eligible to vote at any meeting of the members of the Association, except as otherwise may be expressly provided in the Georgia Condominium Act.
- (w) Special Assessment has the meaning set forth in Paragraph 8(b) hereof. Special Assessments may be assessed for, among other things, unplanned or unbudgeted major repairs or replacements, capital improvement projects, higher than anticipated insurance premiums, operating deficits, working capital and cash flow shortages.
- (x) Supermajority Approval means, with respect to any action, means the approval of such action by at least two-thirds (2/3) of the total votes present, in person or by proxy, and eligible to vote at the meeting at which such action is considered.
- (y) Survey shall mean the existing conditions survey for the Condominium, attached hereto as Exhibit A-2 and made a part hereof.
- (z) Unit means that portion of the Condominium intended for individual ownership and use as more particularly described herein and shall include the undivided ownership in the Common Elements assigned to the Unit hereunder.

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

The Condominium subject to this Declaration and the Act is located in Land Lot 364 of the 6<sup>th</sup> District of Fulton County, Georgia and being more particularly described in EXHIBIT A. The Survey, the Plat and the Floor Plans are incorporated herein by reference as fully as if the same were set forth in their entirety herein.

#### 4. UNITS AND BOUNDARIES

The Condominium is divided into eighteen (18) buildings (each a "Building"), as numbered on the Plat, and each of which Building shall constitute its own Unit, with Limited Common Elements and Common Elements. Each Unit shall be conveyed as a separately designated and legally described freehold estate subject to the Act and the Condominium Instruments. The Units are depicted on the Survey, the Plat and the Floor Plans. Each Unit includes that part of the structure, which lies within the following boundaries:

- (a) Vertical Boundaries. The parametrical or vertical boundaries of each Unit shall be the exterior finished surfaces of the outside walls of the Unit. With respect to common walls between Buildings 5 and 6, Buildings 9 and 10, and Buildings 18 and 19, the parametrical or vertical boundary of the Units served thereby shall be the center of such wall. Exterior doors and exterior glass surfaces, including, but not limited to, windows and sliding glass doors, shutters and gutters, serving the Unit shall be included within the boundaries of the Unit. Heating and air conditioning systems serving a single Unit (including any part of any such system located outside the boundaries of the Unit) and appliances and plumbing fixtures within a Unit shall be construed to be part of the Unit.
- (b) Horizontal Boundaries. There shall be no upper or lower horizontal boundaries of the Units.

If any chutes, flues, ducts, conduits, wires, pipes or other apparatus lie partially within and partially outside of the designated boundaries of the Unit, any portion thereof which serves only that Unit shall be deemed to be part of that Unit while any portions thereof which serve more than one Unit or any portion of the Common Elements shall be deemed a part of the Common Elements.

In interpreting deeds and plans, the existing physical boundaries of a Unit as originally constructed, or of a Unit reconstructed in substantial accordance with the original plans thereof, shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed in any deed or plan, regardless of settling or lateral movement of the building in which the Unit is located, and regardless of minor variances between the boundaries shown on the plans or in a deed and those of the Unit.

The ownership of each Unit shall include, and there shall pass with each 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

Common Elements consist of all portions of the Condominium not located within the boundaries of a Unit. The Common Elements include, without limitation, certain (but not all) utilities, landscaping, paving, detention facilities, dumpster pad area, gazebo, picnic area, entrance monuments, benches, walkways, sidewalks and parking areas.

Ownership of the Common Elements shall be by the 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. 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 or 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 purpose 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) To the extent not within the boundaries of a Unit, landings and steps, together with any enclosure thereof, alcoves, porticos, outbuildings, and lighting attached to a Unit, appurtenant to and serving any Unit are assigned as Limited Common Elements to the Unit. From that of the adjacent Unit, the boundary shall be the center line of the common wall between the Units extended to the intersection with the front boundary of the landing.
  - (ii) The portion of the Common Elements on which there is located any portion of 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 motor that serves only one Unit is assigned as a Limited Common Element to the Unit so served.
- (b) The Association's Board of Directors, without need for a membership vote, is hereby authorized to assign and so reassign Limited Common Elements, provided that any such assignment or reassignment shall be made in accordance with the provisions of Section 44-3-82(b) and (c) of the Act. A Common Element not previously assigned as a Limited Common Element may be so assigned and a Limited Common Element may be reassigned by the Board, without the need for a vote of the Association, upon written application to the Association by the Unit Owner or Owners for whose exclusive use such Common Element is requested or whose use of the Limited Common Element previously assigned is directly affected. Upon such application the Association shall prepare and execute an amendment to the Declaration assigning the Common Element as a Limited Common Element or reassigning the Limited Common Element, which amendment shall be executed by the Owner or Owners making such application. Such amendment shall be delivered and become effective as provided in Section 44-3-82 of the Act. An amendment to assign a Common Element not previously assigned as a Limited Common Element shall not require the approval of the Association or the Board. Such a request made by any other Person shall require the Boards consent.
- (c) In the event the Condominium is served by a common water, sewer, electric or other utility meter, the Board shall have the authority, with Majority Approval, to install submeters and assess individual Unit utilities usage charges, including a right to add a charge for the cost of overhead and administration for such submetering, against individual Units and/or to install separate utility meters for the Units; provided, that, the Special Assessment provisions of Paragraph 10(e) shall apply with respect to assessing Units the costs of any such installation and related work.

7. ASSOCIATION MEMBERSHIP AND ALLOCATION OF VOTES

All Unit Owners, by virtue of their ownership of a fee or undivided fee interest in any Unit in the Condominium, excluding Persons holding such interest pursuant to a Mortgage, are members of the Association and, except as otherwise provided herein or in the Bylaws, shall be entitled to vote on all matters upon which members of the Association are entitled to vote pursuant to the Declaration and in accordance with the Bylaws; provided, however, each Owner of a Building shall be entitled to only one (1) vote for each Building, and if there is more than one Owner of any Unit, at the time of the conveyance of the Unit to the Owners, such Owners shall designate one (1) individual, with current contact information in recordable form, who will vote on all matters pertaining to such Building, as such individual and contact information may be thereafter changed to another individual by subsequent written notice in recordable form to the Association.

8. ALLOCATION OF LIABILITY FOR COMMON EXPENSES

- (a) Except as provided below or elsewhere in the Act or Condominium Instruments, the amount of all Common Expenses shall be annually assessed and allocated amongst all the Units in accordance with the "% of CAM" set forth opposite each Unit as shown on Exhibit C.
- (b) The Board Directors shall have the power to assess specially pursuant to this Paragraph and to Section 44-3-80(b) of the Act as, in its discretion, it shall deem appropriate (each such assessment, a "Special Assessment"). Any Special Assessment made in accordance with this subparagraph (b) shall be made with each Building paying an equal one-eighteenth (1/18) share of such Special Assessment. Failure of the Board of Directors to exercise its authority under this Paragraph shall not be grounds for any action against the Association or the Board of Directors and shall not constitute a waiver of the Board's right to exercise its authority under this Paragraph in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Paragraph.

9. ASSOCIATION RIGHTS AND RESTRICTIONS

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

- (a) to enter any portion of the Condominium for maintenance, emergency or safety purposes, or otherwise to discharge its responsibilities, in accordance with Section 44-3-105 of the Act, which right may be exercised by the Association's Board, officers, agents, employees or managers. Except in an emergency situation, entry into Units shall be only during reasonable hours and after reasonable notice to the Unit Owner or Occupant;
- (b) to make and to enforce reasonable rules and regulations governing the use of the Condominium, including the Units, Limited Common Elements, and Common Elements;
- (c) to enforce use restrictions, other Declaration and By-Laws provisions, and rules and regulations by the imposition of reasonable monetary fines and suspension of use and voting privileges as provided in Section 44-3-76 of the Act, as amended;
- (d) to grant permits, licenses, utility easements, drainage easements, access easements and other easements;
- (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.

Additionally, notwithstanding anything contained herein to the contrary, the Association shall have the right, without the approval of Owners, to expend funds not included as a part of the operating budget of the Association annually in an aggregate amount equal to up to 10% of the current operating budget.

10. ASSESSMENTS

- (a) Purpose of Assessment. The Association shall have the power to levy annual assessments for Common Expenses ("Annual Assessments") as provided herein and in the Act. The Annual Assessments 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 as may be more specifically authorized by the Board. Assessments may include amounts due under this Declaration, or under any

, conditions and/or restrictions or similar instrument imposing assessments on the owner of real property which is part of the Condominium.

(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 against any particular Unit which are established pursuant to the terms of this Declaration, including but not limited to reasonable fines imposed hereunder.

All such assessments, together with charges, interest, costs, and reasonable attorney's fees actually incurred, in the maximum amount permitted by the Act shall be a charge on the Unit and shall be a continuing lien upon the Unit against which each assessment is made. Such amounts shall also be the personal obligation of the Person who was the Owner of such Unit at the time when the assessment fell due. Each Owner and his or her grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board. Unless otherwise provided, the Annual Assessments shall be paid in equal monthly installments due on the first day of each calendar month. No Owner may exempt himself or herself from liability for or otherwise withhold payment of assessments for any reason whatsoever, including, but not limited to, nonuse of the Common Elements, the Association's failure to perform its obligations required hereunder, or inconvenience or discomfort arising from the Association's performance of its duties. The lien provided for herein shall have priority as provided in the Act.

(c) Delinquent Assessments. All assessments and related charges not paid on or before the due date shall be delinquent and the Owner shall be in default.

- (i) If any monthly installment of Annual Assessments or any part thereof is not paid in full by the tenth (10th) day of the month or if any other charge is not paid within ten (10) days of the due date, a late charge equal to the greater of ten (\$10.00) dollars or ten (10%) percent of the amount not paid, or such higher amounts as may be authorized by the Act, may be imposed without further notice or warning to the delinquent Owner and interest at the rate of ten (10%) percent or such higher rate as may be permitted by the Act shall accrue from the due date.
- (ii) If partial payment of assessments and related charges is made the amount received may be applied first to costs and attorney's fees, then to (1) in order, late charges, interest, delinquent assessments, current assessments, which are not the subject matter of a lawsuit, and then (2) in order, to late charges, interest, delinquent assessments, and current assessments, which are the subject matter of a lawsuit.
- (iii) If assessments, fines or other charges or any part thereof due from an Owner remain delinquent and unpaid for more than fifteen (15) days from the date due, then the Board may accelerate and declare immediately due all of that Owner's or Unit's unpaid installments of the Annual Assessment and of any Special Assessment not less than ten (10) days after the date of written notice to the Owner. Upon acceleration, that Owner shall lose the privilege of paying the Annual Assessment in monthly installments for that fiscal year and to the extent permitted by the Act, shall lose the right to vote on any matter requiring Unit Owner vote, consent or approval.
- (iv) If assessments and other charges or any part thereof remain unpaid more than thirty (30) days after they become delinquent, the Association, acting through the Board, may institute suit to collect all amounts due pursuant to the provisions of the Declaration, the Bylaws, the Act and Georgia law and suspend the Owner's and/or Occupant's right to use the Common Elements, including the right to bring or park vehicles on the Common Elements or have guests bring or park vehicles on the Common Elements (provided, however, the Board may not limit

pedestrian, medical, fire, police or other health, safety, service or emergency vehicle ingress or egress to or from the Unit). Prior to suspending parking privileges, the Association shall provide the delinquent Owner or Occupant written notice of its intention to do so, sent by certified mail not less than ten (10) days prior to the date of such suspension.

(d) Computation of Operating Budget and Annual Assessment. Each fiscal year at least thirty (30) days prior to the beginning of the Association's annual meeting for such fiscal year, the Board shall prepare a budget covering the estimated costs of operating the Condominium for the fiscal year from January 1 through December 31. The Board shall cause the proposed budget and notice of the proposed Annual Assessments to be levied against each Unit to be delivered to each Owner at least twenty-one (21) days prior to the Association's annual meeting. The proposed budget and the proposed Annual Assessment shall become effective upon Majority Approval at a duly called and constituted annual Association meeting.

If the proposed budget and proposed Annual Assessments are not approved by the Owners, or if the Board fails for any reason to determine the budget for the fiscal year, then, until a budget is determined as provided herein, the budget in effect for the prior fiscal year shall continue for the succeeding fiscal year. In such case, the Board may propose a new budget at any time during the year at a special Association meeting. The proposed budget and assessment shall be delivered to the members at least thirty (30) days prior to the proposed effective date thereof and at least seven (7) days prior to the special meeting. The approval procedure set forth above for budgets considered at annual meetings shall also apply to budgets considered at special meetings.

(e) Special Assessments. In addition to the Annual Assessment provided for in subparagraph (a) above, the Board may at any time levy a Special Assessment against all Owners, notice of which shall be sent to all Owners. Any Special Assessment which would cause the average total of Special Assessments levied in one fiscal year to exceed Two Thousand (\$2,000.00) dollars per Unit must be approved by Supermajority Approval prior to becoming effective (except as provided in Paragraph 8(b) regarding the power to assess specially pursuant to Section 44-3-80(b) of the Act and Paragraph 12(b) herein, regarding repair or reconstruction of casualty damage to or destruction of all or part of the Condominium).

(f) Statement of Account. Any Owner, Mortgagee, or a Person having executed a contract for the purchase of a Unit, or a lender considering a loan to be secured by a Unit, shall be entitled, upon written request, to a statement from the Association setting forth, the amount of assessments due and unpaid, including any late charges, interest, fines, or other charges against a Unit. The Association shall respond in writing within five (5) days of receipt of such request. However, the Association may require the payment of a fee, not exceeding ten (\$10.00) dollars or such higher amount authorized by the Act, as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Unit as of the date specified therein.

(g) Surplus Funds and Common Profits. Pursuant to Section 44-3-108 of the Act, common profits from whatever source shall be applied to the payment of Common Expenses. Any surplus funds remaining thereafter shall be retained by the Board as a reserve fund.

## 11. INSURANCE

The Association shall obtain and maintain at all times, as a Common Expense, insurance as required by Section 44-3-107 of the Act, as amended, and as required herein.

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 Association's insurance shall not include the Unit Owners' personal property unless the Association advises the Unit Owners of such coverage in writing.

The Board shall make available for review by Owners a copy of the Association's insurance policy to allow Owners to assess their, personal insurance needs and each Owner shall have the right to obtain additional coverage at his 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. At least every two (2) years, the Board shall 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, which may be performed by the Board requesting the Association's insurance agent to so verify.

- (a) The Board shall utilize reasonable efforts to secure a blanket hazard insurance policy providing "all risk" coverage in an amount equal to full replacement costs, before application of deductibles, of all improvements, including Common Elements, located on the Condominium property. 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 and Occupants;
  - (ii) any "other insurance" clause contained in the master policy shall exclude individual Unit Owners' policies from its operation.
  - (iii) the master policy may not be canceled, substantially modified, or subjected to non-renewal without at least thirty (30) days prior notice in writing to the Board of Directors and all Mortgagees of the Units;
  - (iv) an agreed value endorsement and an inflation guard endorsement; and
  - (v) the deductible amount per occurrence for coverage required by the Act shall not exceed Five Thousand (\$5,000.00) dollars.
- (b) All policies of insurance shall be written with a company licensed to do business in the State of Georgia. The company shall provide insurance certificates to each Owner and each Mortgagee upon request.
- (c) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Association's Board of Directors; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.
- (d) In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by individual Unit Owners or their Mortgagees. Each Unit Owner shall notify the Board of Directors of all structural improvements made by the Unit Owner to his or her Unit. Any Unit Owner who obtains an individual insurance policy covering any portion of the Condominium, other than improvements made by such Owner at his or her expense and personal property belonging to such Owner, shall file copy of such individual policy or policies with the Board of Directors within thirty (30) days after the purchase of such insurance. Such Owner shall also promptly notify, in writing, the Board of Directors in the event such policy is canceled.
- (e) In addition to the insurance required hereinabove, the Board shall obtain as a Common Expense:
  - (i) worker's compensation insurance if and to the extent necessary to meet the requirements of law;

- (ii) public liability insurance in amounts no less than required by Section 44-3-107 of the Act, as amended, and officers' and directors' liability insurance in such amounts as the Board may determine. The public liability insurance shall contain a cross liability endorsement;
- (iii) fidelity bonds or dishonesty coverage insurance, if reasonably available, covering officers, directors, employees, and other Persons who handle or are responsible for handling Association funds. Such bonds, if reasonably available, shall be in an amount consonant with the best business judgment of the Board of Directors, but in no event less than three (3) month's assessments plus a reasonable amount to cover all or a reasonable portion of reserve funds in the custody of the Association at any time during the term of the bond; provided, however, fidelity coverage herein required may be reduced based on the implementation of financial contents which take one or more of the following forms: (a) the Association or management company, if any, maintains a separate bank account for the working account and the reserve account, each with appropriate access controls and the bank in which funds are deposited sends copies of the monthly bank statements directly to the Association; (b) the management company, if any, maintains separate records and bank accounts for each association that uses its services and the management company does not have the authority to draw checks on, or to transfer funds from, the Association's reserve account; or (c) two members of the Board must sign any checks written on the reserve account; and
- (iv) such other insurance as the Board may determine necessary.

- (f) Insurance carried by the Association as a Common Expense shall not be required to include any part of a Unit which is not depicted on the original plats and plans or included in the original mortgage, nor shall the Association include public liability insurance for individual Owners for liability arising within the Unit.
- (g) Nothing contained herein gives any Owner or other party a priority over any rights of first Mortgagees as to distribution of insurance proceeds. Any insurance proceeds payable to the Owner of a Unit, which there is a Mortgagee endorsement shall be disbursed jointly to such Owner and the Mortgagee. This is a covenant for the benefit of any such Mortgagee and may be enforced by any such Mortgagee.
- (h) Every 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, but in no event less than \$500,000 for general liability coverage and \$100,000 property damage coverage, which amounts are subject to adjustment from time to time upon Majority Approval. Upon request by the Board, the Owner shall furnish a copy of such insurance policy or policies to the Association. In the event that any such 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) 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 proportion to each affected owner's portion of the total cost of repair or otherwise as the Board determines equitable. Notwithstanding this, if the insurance policy provided that the deductible will apply to each Unit separately or to each occurrence, each Unit Owner shall be responsible for paying any deductible pertaining to his or her Unit. If any Owner fails to pay the deductible when required hereunder, then the Association may pay the deductible and assess the cost to the Owner pursuant to Paragraph 10(b) hereof; provided, however, where the deductible is for insurance required under the Act, no Owner shall be assigned more than one thousand (\$1,000) dollars, or such higher amount as authorized by the Act, as the cost of the deductible for any one occurrence.

12. REPAIR AND RECONSTRUCTION.

In the event of damage to or destruction of all or any part of the Condominium as a result of fire or other casualty, unless eighty (80%) percent of the 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.

- (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, 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 Special Assessment as provided in Paragraph 10(e). If after repair and reconstruction are completed there is a surplus of funds, such funds shall be common funds of the Association to be used as directed by the Board.
- (c) Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the original plans and specifications (if available) under which the Condominium was originally constructed, except where changes are necessary to comply with current applicable building codes or where improvements not in accordance with the original plans and specifications are approved by the Board of Directors. To the extent insurance proceeds are available, the Association may reconstruct or repair Owner improvements damaged as a result of fire or other casualty.
- (d) Encroachments. Encroachments upon or in favor of Units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis for any proceeding or action by the Unit Owner upon whose property such encroachment exists, provided that such reconstruction was substantially in accordance with architectural plans under which the Condominium was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the reconstructed building shall stand.
- (e) Construction Fund. The net proceeds of the insurance collected on account of a casualty and the funds collected by the Association from assessments against Unit Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair in the manner set forth in this Paragraph to be disbursed by the Association in appropriate progress payments to such contractor(s), supplier(s), and personnel performing the work or supplying materials or services for the repair and reconstruction of the buildings as are designated by the Board of Directors.

13. ARCHITECTURAL CONTROLS.

- (a) Architectural Standards. Except as provided herein, no Owner, Occupant, or any other Person may make any encroachment onto the Common Elements, or make any exterior change, alteration, or construction (including painting and landscaping), nor erect, place or post any object, sign, antenna, light, storm door or window, door knob or knocker, fountains, flags, or things on the exterior of the Buildings, windows, on any Limited Common Elements, or on any other Common Elements, without first obtaining the written approval of the ACC, which written approval shall not be unreasonably withheld. The standard for approval of such improvements shall include, but not be limited to,

aesthetic consideration, materials to be used, harmony with the external design of the existing buildings, Units and structures, and the location in relation to surrounding structures and topography.

Applications for approval of any such architectural modification shall be in writing and shall provide such information as the ACC may reasonably require. The ACC or its designated representative shall be the sole arbiter of such application and may withhold approval for any reasonable basis, including purely aesthetic considerations. The ACC shall be entitled to stop any construction which is not in conformance with approved plans. The Board or 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. The ACC or the Board may allow such encroachments on the Common Elements and Limited Common Elements, as it deems acceptable.

In the event that the ACC or its designated representative 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 (a) 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.

- (b) **Architectural Control Committee.** The ACC shall constitute a standing committee of the Association and shall consist of the Board unless the Board delegates to other Owners the authority to serve on the ACC. The Board may do so by resolution, or the Board may call for a special Association election to select the Owners to serve on the ACC. At all times, however, the chairperson of the ACC shall be a Board member.
- (c) **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. In the discretion of the Board, 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.
- (d) **Limitation of Liability.** Review and approval of any application hereunder may be made on any basis, including solely the basis of aesthetic considerations only, and neither the Board nor the ACC shall bear any responsibility for ensuring the design quality, structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes, zoning regulations and other governmental requirements. Neither the Association, the Board, the ACC, nor any member thereof 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.
- (e) **No Waiver of Future Approvals.** Each Owner acknowledges that the members of the Board and ACC will change from time to time and that interpretation, application and enforcement of the architectural standards may vary accordingly. The approval of either the Board or 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 content.
- (f) **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 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 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.

If any Owner or Occupant makes any exterior change, alteration, or construction (including landscaping) upon the 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 remains on the 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.

#### 14. USE RESTRICTIONS

Each Owner of a Unit shall be responsible for ensuring that the Owner's 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 guests, tenants or Occupants, as a result of such Persons 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 guests, tenants or Occupants.

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

- (a) Alterations of Units. Subject to the provisions below, Unit Owners may make alterations to the interiors of their Units.
  - (i) Alterations of the Interiors of the Units. If any Owner acquires an adjoining Unit, such Owner shall have the right (subject to the prior written approval of the Mortgagees of the Units involved) to remove all or any part of any intervening partition or to create doorways or other apertures therein, notwithstanding the fact that such partition may, in whole or part, be part of the Common Elements, so long as no portion of any load bearing wall or column is materially weakened or removed and no portion of any Common Elements is damaged, destroyed or endangered, other than that partition chutes, tines, ducts, conduits, wires or other apparatus contained therein which shall be relocated by such Owner if such facilities serve any other part of the Condominium. The alterations permitted by this subparagraph shall not be deemed an alteration or relocation of boundaries between adjoining Units.
  - (ii) Relocation of Boundaries. Boundaries between adjoining Units shall not be relocated.
  - (iii) Subdivision. Units may not be subdivided.
- (b) Outbuilding and Fences. No structure of a temporary character, trailer, tent, shack, carport, garage, barn or other outbuilding and no fences shall be erected by any Owner or Occupant on any portion of the Condominium, at any time, either temporarily or permanently, without the prior written approval of the Board.
- (c) Use of Commons Elements. There shall be no obstruction of the Common Elements, nor shall anything be kept on, parked on, stored on or removed from any part of the Common Elements without the prior written consent of the Board, except as specifically provided herein. In addition, there shall be no gardening or landscaping on the Common Elements without prior written consent of the Board.
- (d) Use of Limited Common Elements. Use of the Limited Common Elements is restricted exclusively to the Owners of the Unit as to which such Limited Common Elements are assigned, and said Owner's

guests, tenants and invitees. The Limited Common Elements are reserved for exclusive use, but shall not be construed or interpreted to be separate and apart from the Common Elements in general, and the restrictions applicable to the Common Elements as provided in subparagraph (e) of this Paragraph shall also apply to the Limited Common Elements.

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

Noxious, destructive or offensive activity shall not be carried on upon the Condominium. No Owner or Occupant of a Unit may use or allow the use of the Unit or any portion of the Condominium at any time, in any way or for any purpose which may endanger the health, unreasonably annoy or disturb or cause embarrassment, or discomfort to other Owners or Occupants, or in such a way as to constitute, in the Board's sole opinion, a nuisance. Nothing herein, however, shall be construed to affect the rights of an aggrieved Owner to proceed individually for relief from interference with his or her property or personal rights.

No Owner, Occupant or agent of such Owner or Occupant shall do any work which, in the Board's reasonable opinion, 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 the 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 any invitee of any Owner. Each Owner shall indemnify and hold the Association and the other Owners harmless against any loss to the Association or other Owners resulting from any such damage or waste caused by such Owner, guests, invitees, or Occupants of his or her Unit.

- (f) **Parking.** Vehicles must be parked within the designated spaces in the parking lot of the Condominium. The Board shall have the power to prohibit parking by any Owner and such Owner's tenants, invitees, guests or agents, in any more than the total number of parking spaces (which is currently 294) times the percentage of undivided interest in and to the Common Elements attributable to each Unit, and if necessary to maintain the orderly business operations at the Condominium, assign specific parking spaces to particular Units. In designating spaces, the Board shall endeavor to keep such spaces in reasonable proximity to the Unit benefited thereby.

Disabled and stored vehicles are prohibited from being parked on the Condominium and there shall be no overnight parking. Notwithstanding the above, trucks shall be allowed temporarily on the Common Elements during normal business hours for the purpose of delivery of materials, supplies, furniture or equipment, or as needed to accommodate move-ins and move-outs. Boats and other trailers, golf carts, All Terrain Vehicles (ATVs) of less than 100 horsepower, panel trucks, trucks with a load capacity of one (1) ton or more, recreational vehicles (RVs and motor homes), commercial vans and eighteen wheel trucks or the cabs of those trucks are also prohibited from being parked on the Condominium, except in areas, if any, designated by the Board as parking areas for particular types of vehicles, serving any Unit or Common Elements; provided, that no such vehicle shall be authorized to remain on the Common Elements overnight or for any purpose except serving a Unit or the Common Elements, without written Board consent.

For purposes of this subparagraph, 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 for three (3) days or longer without prior written Board permission. Specifically prohibited is use of the Condominium parking areas for the storing of any vehicles "for sale" or "for lease."

If any vehicle is parked on any portion of the Condominium in violation of this subparagraph (f) or in violation of the Association's rules and regulations, the Board 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 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 vehicle may be 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 or Occupant's Unit, is obstructing the flow of traffic, is parked on any grassy area, or otherwise creates a hazardous condition, no notice shall be required and the vehicle may be towed immediately. If a vehicle is towed in accordance with this 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. The Association's right to tow is in addition to, and not in limitation of all other rights of the Association including the right to assess fines. The Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow.

It is acknowledged that certain tenants of Owners may currently be in violation of the foregoing covenants, but until their particular lease expires, such tenant's parking shall be deemed permitted and "grandfathered" into this Declaration.

- (g) Abandoned Personal Property. Personal property, other than an automobile as provided for above, is prohibited from being stored, 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. The notice shall include 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 or 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.

- (h) 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.
- (i) Signs. Except as may be required by legal proceedings, no signs, political signs, advertising posters or billboards of any kind shall be erected, placed, or permitted to remain on the Condominium without the prior written consent of the Board or its designee, except that one (1) professional security sign not to exceed six (6") inches by six (6") inches to size may be displayed from within a Unit, and one (1) professionally lettered "FOR RENT" or "FOR SALE" sign not to exceed two (2') feet by two (2') feet

in size may be displayed from within a Unit being offered for sale or for lease. The Board shall have the right to erect reasonable and appropriate signs on behalf of the Association. Signs related to business activities in Units may be erected only with list approval of the Board. The Association is authorized to create a centralized sale and lease kiosk or area where individual "FOR RENT" or "FOR SALE" signs may be erected in compliance with rules and regulations to be established by the Board of Directors at such time.

- (j) Rubbish, Trash and Garbage. All rubbish, trash, and garbage shall be regularly removed from the Unit and shall not be allowed to accumulate therein. No garbage or trash shall be placed on the Common Elements or Limited Common Elements outside the Unit temporarily or otherwise, except as provided herein. Rubbish, trash, and garbage shall be disposed of in sealed bags and either placed in proper receptacles designated by the Board for collection or removed from the Condominium. The Board is specifically authorized to fine Owners who do not properly dispose of trash in amounts determined by the Board in its sole discretion.
- (k) Antennas. No exterior radio antenna or aerial, television antenna, aerial dish or similar facility of any transmission antenna, of any kind, may be erected anywhere on the Condominium unless first approved in writing by the ACC as required under Paragraph 13. The ACC may consider, amongst other factors, the size and placement of the requested facility. No direct broadcast satellite (DBS) antenna or multi-channel multi-point distribution service (MMDS) antennas larger than one (1) meter in diameter may be placed, allowed or maintained upon any portion of the Condominium, including a Unit. DBS and MMDS antennas one (1) meter or less in diameter and television broadcast service antennas may only be installed in accordance with Federal Communication Commission (FCC) rules and regulations of the Association authorized by the FCC, both as may be amended from time to time.

## 15. LEASING

The Board shall have the power to make and enforce reasonable rules and regulations and to fine, in accordance with the Declaration and Bylaws, in order to enforce the provisions of this Paragraph.

- (a) Definition. "Leasing", for purposes of this Declaration, is defined as regular, exclusive occupancy of a Unit by any Person or Persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument.
- (b) Leasing Provisions. Leasing of Units shall be governed by the following provisions:
  - (i) General. Units may be leased only in fractions not less than 100 square feet in the aggregate and no smaller fraction or portion may be leased without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. The Owner must provide the lessee copies of the Declaration, Bylaws, and the rules and regulations, and all leases shall be specifically subject to, and are hereby made subject to, this Declaration, the Bylaws and such 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 and the proposed use of the Unit.
  - (ii) 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 violates the Declaration, Bylaws, or a rule or regulation for which a fine is imposed, notice of the violation shall be given to the Owner and the lessee, and such fine may be assessed against the lessee in accordance with the 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.

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

(c) 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 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 X, Section 2 of the Bylaws. If the lessee does not pay the fine 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 in the same manner as unpaid assessments.

Any violation of the Declaration, Bylaws, or rules and regulations adopted pursuant thereto by the lessee, any Occupant, or 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.

(d) Liability for Assessments. When a Unit Owner who is leasing his or her Unit fails to pay any Annual Assessment or Special Assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Board, the lessee shall pay to the Association all unpaid Annual Assessments and Special Assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by the lessee.

However, the lessee need not make such payments to the Association in excess of, or prior to the due dates from monthly rental payments unpaid at the time of the Board's request. All such payments made by the lessee shall reduce, by the same amount, the lessee's obligation to make monthly rental payments to the lessor. If the lessee fails to comply with the Board's request to pay assessments or other charges, the lessee shall pay to the Association all amounts authorized under the Declaration as if the lessee were an Owner. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

(e) Applicability to Holders of First Mortgages. This Paragraph 15 shall not apply to any leasing transaction entered into by the holder of any first Mortgage on a Unit who becomes the Owner of a Unit through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such Mortgage.

16. SALE OF UNITS

Within ten (10) days after receiving title to a Unit, the purchaser of the Unit shall give the Board written notice of his or her ownership of the Unit. Upon failure of an Owner to give the required notice within the ten (10) day time period provided herein, the Board may levy fines against the Unit and Owner and assess the Owner for all costs incurred by the Association in determining his or her identity.

17. MAINTENANCE RESPONSIBILITY.

(a) By the Owner. Except as expressly provided below, each Owner shall have the obligation to maintain, keep in good repair and replace all portions of his or her Unit and all Limited Common Elements assigned to his or her Unit, including, without limitation, landings, stairways and porticos, except those assigned to the Association in subsection (b) below, if any. This maintenance responsibility shall include, but not be limited to, the following: all glass surfaces, windows, window frames, gutters, exterior lighting attached to the Unit, casings and locks (including caulking of windows, but excepting painting); all doors, doorways, door frames, and hardware that are part of the entry system of the Unit (except painting); all portions of the heating and air conditioning system, including the air conditioning compressor serving the Unit and the fan coil; all pipes, lines, ducts, conduits, or other apparatus which serve only the Unit located within (but not without) a Unit's boundaries (including all gas, electricity, water, sewer, or air conditioning pipes, lines, ducts, conduits or other apparatus serving the Unit); the appliances and fixtures within the Unit; and the walls, floors, and ceilings of the Unit.

In addition, each Unit Owner shall have the responsibility:

- (i) To keep in a neat, clean and sanitary condition the Unit and 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 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, keep in good repair, replace, and, in the Board's discretion, improve, as a Common Expense the "Area of Common Responsibility," which includes the following:

- (i) All Common Elements and parking spaces assigned as Limited Common Elements;
- (ii) Mail kiosk and garbage retention facility; and
- (iii) All pipes, lines, ducts, conduits, or other apparatus which are located without Unit boundaries even though such may serve only a particular Unit.

Except to the extent that insurance required to be maintained or maintained by the Association covers any damage or loss and except as otherwise provided herein, the Association shall not be responsible for any maintenance or repair to any Unit.

Subject to the maintenance responsibilities herein provided, any maintenance or repair performed on or to the Common Elements by an Owner or Occupant which is the responsibility of the Association hereunder (including, but not limited to landscaping of Common Elements) shall be performed at the sole expense of such Owner or Occupant, and the Owner or Occupant shall not be entitled to reimbursement from the Association even if the Association accepts the maintenance or repair.

The Association shall not be liable for injury or damage to person or property caused by the elements or by the Owner or any Unit, or any other Person, or resulting from any utility, rain, snow or ice which may leak or flow from any portion of the Common Elements or from any pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain hereunder. The Association shall not be liable to the Owner of any Unit or such Owner's Occupant or guest, for loss or damage, by theft or otherwise, of any property that may be stored in or upon any of the Common Elements. The Association shall not be liable to any Owner, or any Owner's Occupant or guest for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Paragraph where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

The Association shall repair incidental damage to any Unit resulting from performance of work which is the responsibility of the Association. In performing its responsibilities hereunder, the Association shall have the authority to delegate to such Persons of its choice, such duties as are approved by the Board of Directors.

(c) Failure to Maintain. If the Board of Directors determines that any Owner has failed or refused to discharge properly his or her obligation with regard to maintenance, repair, or replacement of items of which he or she is responsible hereunder, then, the Association shall give the Owner written notice of the Owner's failure or refusal and of the Association's right to provide necessary maintenance, repair, or replacement at the Owner's cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Board of Directors.

Unless the Board of Directors determines that an emergency exists, the Owner shall have ten (10) days within which to complete maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within ten (10) days. If the Board determines that: (i) an emergency exists or (ii) that an Owner has not complied with the demand given by the Association as herein provided, then the Association may provide any such maintenance, repair, or replacement at the Owner's sole cost and expense, and such costs shall be added to and

become a part of the assessment to which such Owner is subject, shall become and be a lien against the Unit, and shall be collected as provided herein for the collection of assessments.

If the Board determines that the need for maintenance or repair is in the Area of Common Responsibility and is caused through the willful or negligent act of any Owner, Occupant or their guests, lessees, or invitees, then the Association may assess the cost of such maintenance, repair, or replacement against the Owner's or Occupant's Unit, shall become a lien against the Unit, and shall be collected as provided herein for the collection of assessments.

(d) Measures Related to Insurance Coverage

- (i) The Board of Directors, upon resolution, shall have the authority to require all or any Unit Owner(s) to do any act or perform any work involving portions of the Condominium which are the maintenance responsibility of the Unit Owner, which will, in the Board's sole discretion, decrease the possibility of fire or other damage in the Condominium, reduce the insurance premium paid by the Association for any insurance coverage or otherwise assist the Board in procuring or maintaining such insurance coverage. This authority shall include, but need not be limited to, requiring all Owners to turn off cut-off valves, which may now or hereafter be installed, during winter months for outside water spigots; requiring Owners to insulate pipes sufficiently or take other preventive measures to prevent freezing of water pipes; requiring Owners to install smoke detectors; requiring Owners to make improvements to the Owner's Unit; and such other measures as the Board may reasonably require so long as the cost of such work does not exceed three hundred (\$300) dollars per Unit in any twelve (12) month period.
- (ii) In addition to, and not in limitation of, any other rights the Association may have, if any Unit Owner does not comply with any requirement made by the Board pursuant to subparagraph (d)(i) above, the Association upon fifteen (15) days written notice (during which period the Unit Owner may perform the required act or work without further liability), may perform such required act or work at the Unit Owner's sole cost. Such cost shall be an assessment and a lien against the Unit as provided herein. The Association shall have all rights necessary to implement the requirements mandated by the Board pursuant to subparagraph (d)(i) of this Paragraph, including, but not limited to, the right of entry during reasonable hours and after reasonable notice to the Owner or Occupant of the Unit, except that access may be had at any time without notice in an emergency situation.

18. PARTYWALLS

- (a) General Rules of Law to Apply. Each wall built as a part of the original construction of the Units shall serve and separate any two (2) adjoining Units shall constitute a party wall and, to the extent not inconsistent with the provisions of this Paragraph, the general rules of law regarding party walls and liability for property damage due to negligent or willful acts or omissions shall apply thereto.
- (b) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in equal proportions.
- (c) Damage and Destruction. If a party wall is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has benefited by the wall may restore it, and the other Owner or Owners thereafter who are benefited by the wall shall contribute to the cost of restoration thereof in equal proportions, without prejudice, however, to the right of any such Owner to call for larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.
- (d) Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Paragraph shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

19. MORTGAGEE'S RIGHTS

(a) Where the Mortgagee holding a first Mortgage of record or other purchaser of a Unit obtains title pursuant to judicial or nonjudicial foreclosure of the Mortgage, it shall not be liable for the share of the Common Expenses or assessments by the Association chargeable to such Unit which became due prior to such acquisition of title. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from Owners of all the Units, including such acquirer, its successors and assigns.

Additionally, such acquirer shall be responsible for all charges accruing subsequent to the passage of title, including, but not limited to, all charges for the month in which title is passed.

(b) Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Unit number or address, any Eligible Mortgage Holder or insurer or guarantor of a First Mortgage will be entitled to timely written notice of:

- (i) any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first Mortgage held, insured, or guaranteed by such Eligible Mortgage Holder;
- (ii) any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a first Mortgage held by such Eligible Mortgage Holder which remains unsatisfied for a period of sixty (60) days, and any default in the performance by an individual Unit Owner of any other obligation under the Condominium Instruments which is not cured within sixty (60) days;
- (iii) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; or
- (iv) any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders, as specified herein.

(c) Any holder of a first Mortgage shall be entitled, upon written request, to receive within a reasonable time after request, a copy of the financial statement of the Association for the immediately preceding fiscal year, free of charge to the Mortgagee so requesting.

(d) Notwithstanding anything to the contrary herein contained, the provisions of Paragraph 15 and 16 governing sales and leases shall not apply to impair the right of any first Mortgagee to:

- (i) foreclose or take title to a Unit pursuant to remedies contained in its Mortgage; or
- (ii) take a deed assignment in lieu of foreclosure; or
- (iii) sell, lease, or otherwise dispose of a Unit acquired by the Mortgagee.

20. GENERAL PROVISIONS

(a) **Security.** The Association may, but shall not be required to, from time to time, provide measures or take actions which directly or indirectly improve safety on the Condominium; however, each Owner, for himself or herself and his or her tenants, guests, licensees, and invitees, acknowledges and agrees that the Association is not a provider of security and shall have no duty to provide security on the Condominium. It shall be the responsibility of each Owner to protect his or her person and property and all responsibility to provide such security shall lie solely with each Unit Owner. The Association shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of safety measures undertaken.

- (b) Dispute Resolution. Any dispute arising under or related to the Condominium Instruments which is not promptly settled by the parties may, after ten (10) days, must be, prior to commencing any litigation with respect to such dispute, submitted by the parties to non-binding mediation with a mediator jointly agreed by the parties. Such mediator shall be selected from the then-current listing of approved civil mediators certified by the Superior Court of Cobb County, Georgia. The costs of mediation, including administrative fees and fees of the mediator, shall be shared equally by the parties to the dispute, and each party shall bear the cost of its own attorneys' fees. In the event that mediation fails to resolve the matter in dispute, then either party shall have the right to thereafter commence litigation or take other actions to enforce such party's rights with respect to such dispute.
- (c) Right of Action. Each Owner hereby acknowledges and agrees that the Association shall not be entitled to institute any legal action against anyone on behalf of any or all of the Owners which is based on any alleged defect in any Unit or the Common Elements, or any damage allegedly sustained by any Owner by reason thereof, but rather, that all such actions shall be instituted by the Owners owning such Units or served by such Common Elements or allegedly sustaining such damage.
- (d) No Discrimination. No action shall be taken by the Association or the Board which would unlawfully discriminate against any Person on the basis of race, creed, color, national origin, religion, sex, familial status or handicap.
- (e) Implied Rights. The Association may exercise any right or privilege given to it expressly by this Declaration, the Bylaws, the Articles of Incorporation, any use restriction or rule, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.

## 21. EMINENT DOMAIN

In the event of a taking by condemnation or by eminent domain, the provisions of the Act shall prevail and govern: provided, however, that any proceeds received for a taking of the Common Elements (other than Limited Common Elements) by condemnation or eminent domain shall, at the option of the Board, either be allocated to the Owners pursuant to O.C.G.A. Section 44-3-97(a), as amended, or be deposited into the Association's operating account or reserve account to be applied to Common Expenses. Each institutional holder of a first Mortgage shall be entitled to written notice of any such condemnation proceedings, and nothing in the Condominium Instruments shall be construed to give a priority to any Unit Owner in the distribution of proceeds to such Unit.

## 22. EASEMENTS

- (a) Use and Enjoyment. Each Unit Owner and Occupant shall have a right and easement of use and enjoyment in and to the Common Elements (including the right of access, ingress and egress to and from his or her Unit over those portions of the Condominium designated for such purpose), and such easement shall be appurtenant to and shall pass with the title so such Unit subject to the right of the Association to control the use and enjoyment of the Common Elements as provided by the terms of this Declaration including, but not limited to, the right of the Association to suspend voting and use privileges as provided herein.
- (b) Support. Every portion of a Unit and all Limited Common Elements contributing to the support of an abutting Unit shall be burdened with an easement of support for the benefit of such abutting Unit.
- (c) Encroachments. The Unit and Common Elements shall be subject to easements of encroachment as set forth in the Act.
- (d) Utilities. To the extent that any utility pipe, line, wire, or conduit serving any Unit, Units or the Common Elements shall lie wholly or partially within the boundaries of another Unit or the Common Elements, such other Unit, Units or the Common Elements shall be burdened with an easement for the use, maintenance, repair and replacement of such utility pipe, line, wire, or conduit, such easement to be in favor of the Unit, Units, or Common Elements served by same and the Association

23. AMENDMENTS

Except where a higher vote is required by the Act, in which case such higher vote shall be necessary to amend this Declaration, this Declaration may only be amended by affirmative vote of Owners of not less than two-thirds (2/3) of all of the Buildings, irrespective of any Quorum. Notice of any meeting at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the President and Secretary of the Association and recorded in Fulton County, Georgia land records.

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

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

24. SEVERABILITY

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

25. SWORN STATEMENT BY PRESIDENT OF ASSOCIATION.

The undersigned, President of the Association, hereby certifies that the required number of votes of Owners needed to approve this Declaration has been lawfully obtained and that any notices required by the Act or the Condominium Instruments were properly given.

Sworn to and subscribed before  
me this 25th day of February, 2016

Patricia Gay Spears  
Notary Public

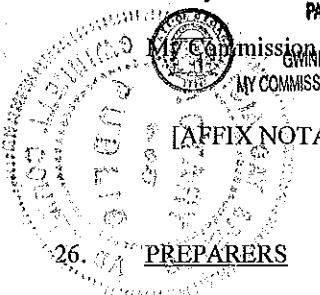
PATRICIA GAY SPEARS

NOTARY PUBLIC

MY COMMISSION EXPIRES

GA 30050 GWINNETT COUNTY, GEORGIA

MY COMMISSION EXPIRES JANUARY 25, 2018



[AFFIX NOTARIAL SEAL]

26. PREPARERS

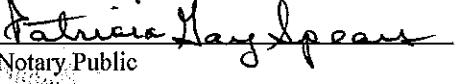
Whalen J. Kuller, Esq. of Hartman Simons & Wood LLP, 6400 Powers Ferry Rd., N.W., Suite 400, Atlanta, Georgia 30339, prepared this Declaration.

(SIGNATURES FOLLOW ON NEXT PAGE)

IN WITNESS WHEREOF, the Association has executed this Declaration this 25th day of February, 2016.

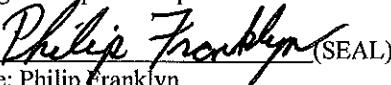
Signed, sealed, and delivered in my presence this  
25th day of February, 2016.

  
Witness

  
Notary Public



THE NORTHRIDGE 400 OFFICE PARK  
CONDOMINIUM ASSOCIATION, INC., a  
Georgia non-profit corporation

By:   
(SEAL)  
Name: Philip Franklyn  
Its: President

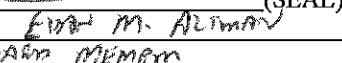
Attest:   
(SEAL)  
Name: Brian M. Alman  
Its: 

EXHIBIT A

All that tract or parcel of land lying and being in Land Lot 364, District 6, Fulton County Georgia as shown on a plat of survey by J. S. Ross & Associates dated September 9, 1980 entitled "Northridge 400 Condominium Office Park" and being more particularly described as follows:

Begin at a #4 Rebar Set at the point formed by the intersection of the easterly right-of-way line of Dunwoody Place (a 65-foot wide right-of-way) with the line separating Land Lot 361 and Land Lot 364; running thence north 07 degrees 53 minutes 30 seconds west along said right-of-way line a distance of 271.19 feet to a point; continuing thence along said right-of-way line and along the arc of a curve to the right having a radius of 335.40 feet (with a chord distance of 187.01 feet on a bearing of north 08 degrees 17 minutes 45 seconds east) a distance of 189.52 feet to a point; thence continuing along said right-of-way line north 24 degrees 29 minutes 00 seconds east a distance of 128.71 feet to a point; thence continuing along said right-of-way line and along the arc of a curve to the left having a radius of 549.75 feet (with a chord distance of 160.67 feet on a bearing of north 16 degrees 04 minutes 50 seconds east) a distance of 161.25 feet to a #4 Rebar Set; running thence south 73 degrees 28 minutes 50 seconds east a distance of 348.10 feet to a #4 Rebar Set on westerly right of way line of Georgia Hwy. 400; running thence in a southwesterly direction along said right-of-way line and along the arc of a curve to the right with a radius of 11,259.16 feet (with a chord distance of 509.96 feet on a bearing of south 18 degrees 41 minutes 52 seconds west) a distance of 510.00 feet to a concrete monument found on the line separating Land Lot 361 and Land Lot 364; running thence along said line separating Land Lot 361 and Land Lot 364 south 60 degrees 57 minutes 30 seconds west a distance of 294.92 feet to the POINT OF BEGINNING.

TOGETHER WITH:

ALL THAT TRACT or parcel of land lying and being in Land Lots 361 and 362 of the 6th District of Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at the intersection of the eastern right-of-way line of Dunwoody Place (formerly Roberts Drive), which has an 80-foot right-of-way, and the northwestern land lot line of said Land Lot 361; thence North 58 degrees 36 minutes East along said northwestern land lot line 289.4 feet to a concrete monument located on the northwestern right-of-way of Turner McDonald Parkway (Georgia Highway #400); thence southwesterly along the right-of-way of Turner McDonald parkway (Georgia Highway #400) along an arc a distance of 543.9 feet (said arc having a radius of 11,259.2 feet and a chord bearing South 19 degrees 57 minutes West a distance of 543.8 feet); thence continuing along said northwestern right-of-way line South 21 degrees 25 minutes 20 seconds West 58.4 feet to a stake at the intersection of said northwestern right-of-way line and said eastern right-of-way line of Dunwoody Place; thence northerly along said eastern right-of-way line of Dunwoody Place along an arc to the left a distance of 417.8 feet to the POINT OF BEGINNING (said arc having a chord bearing North 5 degrees 31 minutes 28 seconds West a distance of 416.7 feet and a radius of 1,729.5 feet) being 1.20 acres.

The aforesaid courses, distances and acreage are taken from a certain plat of survey by J. S. Ross & Associates, Inc., dated August 19, 1981, for O'Neill Developments, Inc., which plat of survey is hereby incorporated herein by reference.

**EXHIBIT A-1**

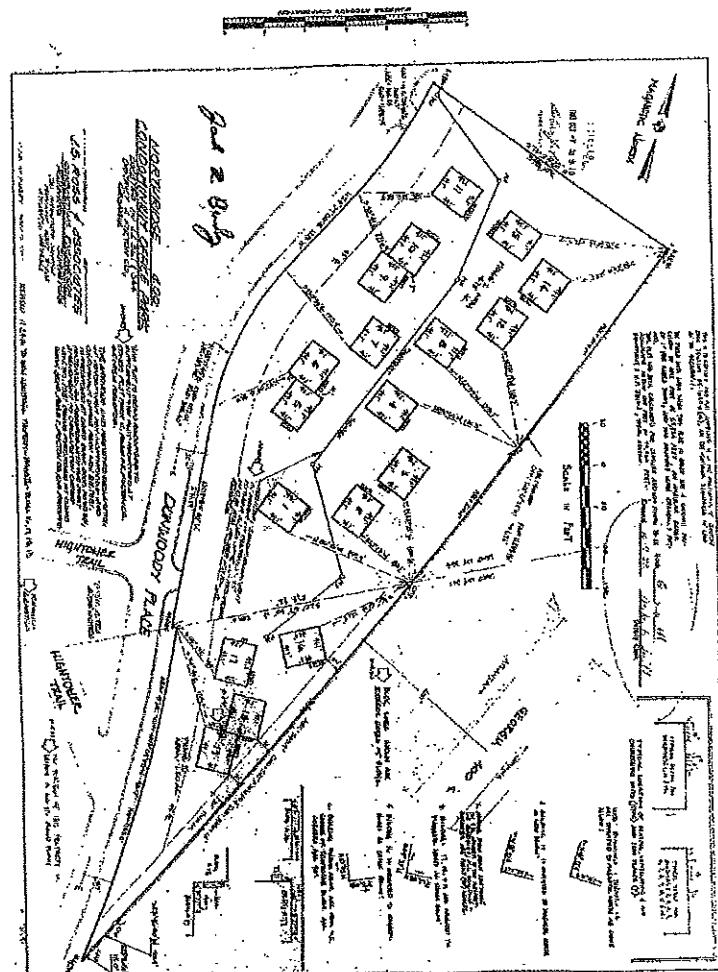
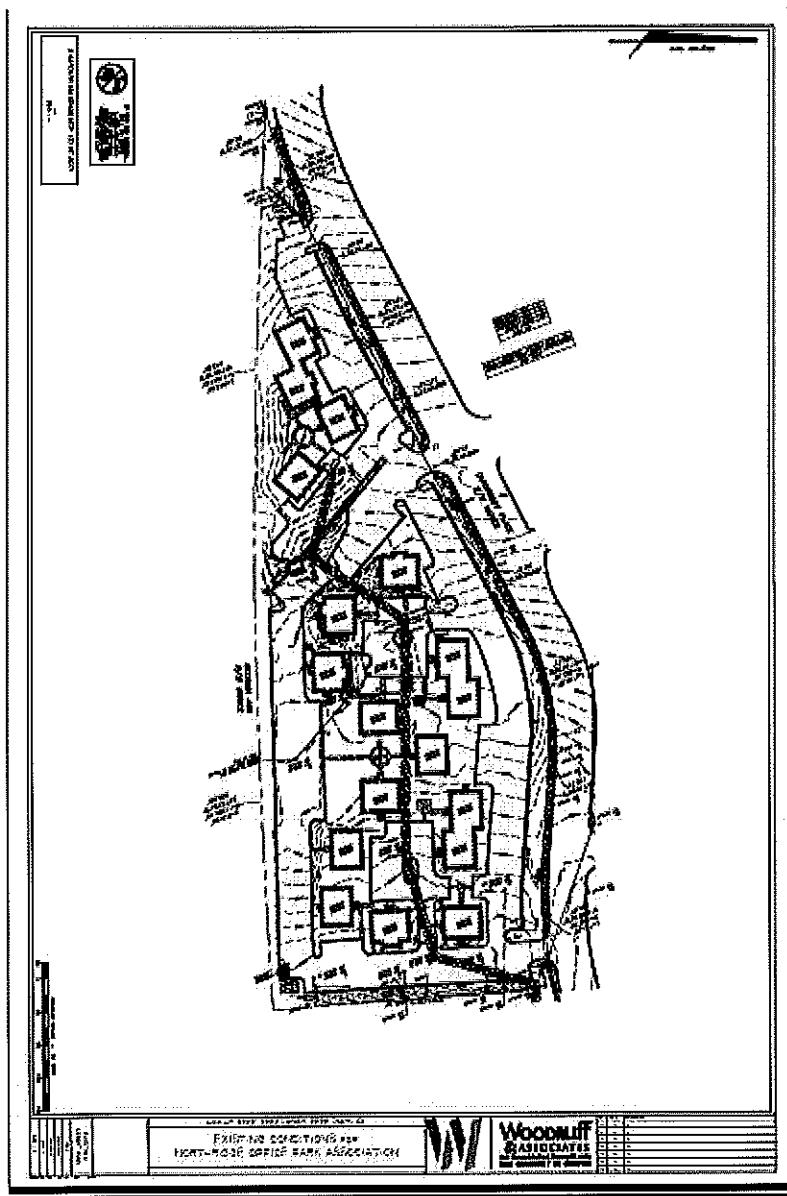


EXHIBIT A-2



**EXHIBIT B**

Bldg#	Undivided Interest in Common Elements	Address	City	State	Zip
1	7.32%	8309 Dunwoody Place	Atlanta	GA	30350
2	7.32%	8325 Dunwoody Place	Atlanta	GA	30350
3	7.32%	8383 Dunwoody Place	Atlanta	GA	30350
4	4.88%	8405 Dunwoody Place	Atlanta	GA	30350
5	4.88%	8395 Dunwoody Place	Atlanta	GA	30350
6	4.88%	8399 Dunwoody Place	Atlanta	GA	30350
7	4.88%	8425 Dunwoody Place	Atlanta	GA	30350
8	7.32%	8451 Dunwoody Place	Atlanta	GA	30350
9	4.88%	8495 Dunwoody Place	Atlanta	GA	30350
10	4.88%	8475 Dunwoody Place	Atlanta	GA	30350
11	4.88%	8595 Dunwoody Place	Atlanta	GA	30350
12	4.88%	8505 Dunwoody Place	Atlanta	GA	30350
14	4.88%	8525 Dunwoody Place	Atlanta	GA	30350
15	4.88%	8565 Dunwoody Place	Atlanta	GA	30350
16	7.32%	8275 Dunwoody Place	Atlanta	GA	30350
17	4.88%	8205 Dunwoody Place	Atlanta	GA	30350
18	4.88%	8235 Dunwoody Place	Atlanta	GA	30350
19	4.88%	8205 Dunwoody Place	Atlanta	GA	30350
Totals	100.00%				

EXHIBIT C

Bldg #	# of Stories	Sq. Ft	% of CAM	Address	City	State	Zip
1	3	5,760	6.4935%	8309 Dunwoody Place	Atlanta	GA	30350
2	3	5,760	6.4935%	8325 Dunwoody Place	Atlanta	GA	30350
3	3	5,760	6.4935%	8383 Dunwoody Place	Atlanta	GA	30350
4	2	3,840	5.1948%	8405 Dunwoody Place	Atlanta	GA	30350
5	2	3,840	5.1948%	8395 Dunwoody Place	Atlanta	GA	30350
6	2	3,840	5.1948%	8399 Dunwoody Place	Atlanta	GA	30350
7	2	3,840	5.1948%	8425 Dunwoody Place	Atlanta	GA	30350
8	3	5,760	6.4935%	8451 Dunwoody Place	Atlanta	GA	30350
9	2	3,840	5.1948%	8495 Dunwoody Place	Atlanta	GA	30350
10	2	3,840	5.1948%	8475 Dunwoody Place	Atlanta	GA	30350
11	2	3,840	5.1948%	8595 Dunwoody Place	Atlanta	GA	30350
12	2	3,840	5.1948%	8505 Dunwoody Place	Atlanta	GA	30350
14	2	3,840	5.1948%	8525 Dunwoody Place	Atlanta	GA	30350
15	2	3,840	5.1948%	8565 Dunwoody Place	Atlanta	GA	30350
16	3	5,760	6.4935%	8275 Dunwoody Place	Atlanta	GA	30350
17	2	3,840	5.1948%	8205 Dunwoody Place	Atlanta	GA	30350
18	2	3,840	5.1948%	8235 Dunwoody Place	Atlanta	GA	30350
19	2	3,840	5.1948%	8205 Dunwoody Place	Atlanta	GA	30350
Totals		78,720	100.00%				

**EXHIBIT D**

**BYLAWS  
OF  
THE NORTHRIDGE 400 OFFICE PARK CONDOMINIUM ASSOCIATION, INC.**

**ARTICLE I**  
Name and Location

*Section 1. Name.* The name of the association is The Northridge 400 Office Park Condominium Association, Inc., a Georgia nonprofit membership corporation, hereinafter referred to as the "Association."

*Section 2. Location.* The principal office of the Condominium shall be located 8525 Dunwoody Place, Atlanta, Georgia 30350. Meetings of members and directors may be held at such places within the State of Georgia, County of Fulton as may be designated from time to time by the Board of Directors.

**ARTICLE II**  
Definitions

*Section 1. General.* The terms used in these Bylaws, unless otherwise specified or unless the context otherwise requires, shall have the meanings specified in Official Code of Georgia Annotated Section 44-3-71 and the Declaration of Northridge Office Park Condominium (hereinafter called the "Declaration"). Statutory references shall be construed as meaning the referenced statute or portion thereof as the same may exist from time to time.

**ARTICLE III**  
Membership and Voting Rights

*Section 1. Membership.* Each Owner shall automatically be a member of the Association, which membership shall continue during the period of ownership by such Owner. 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 vote per Building. 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.

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 2. Voter Rights.* The Association shall have one class of voting membership, which shall consist of all Owners. Such owners shall be entitled to exercise voting rights as provided in the Georgia Condominium Act, the Declaration and as prescribed herein. When a unit is owned by other than one or more natural persons, a certificate signed by the record owner of such unit and filed with the Secretary shall designate the person entitled to cast the vote for such unit. Each such certificate shall be valid until revoked, superseded by a subsequent certificate or a change occurs in the ownership of such unit. When a unit is owned by more than one natural person, they may, without being required to do so, designate the person entitled to cast the vote for such unit as provided above. In the event they do not designate such a person, the following provisions shall apply:

(a) If only one is present at a meeting, the person present shall be counted for purposes of a Quorum and may cast the vote for the Unit, just as though he owned it individually, and without establishing the concurrence of the absent person or persons.

(b) If more than one of such Owners, whether or not all of them, are present meeting and concur, any one of the Owners may cast the vote for the owners.

(c) If more than one of such Owners, whether or not all of them, are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.

The votes of the Owners shall be cast under such rules and procedures as may be prescribed in the Declaration or in these Bylaws, as amended from time to time, or by law.

*Section 3. Suspension of Voting Rights.* During any period in which an Owner shall be in default in payment of any assessment, the Board of Directors may suspend the voting rights of such Owner until such assessment has been paid. Such rights of an Owner may also be suspended, for a period not to exceed 30 days, for violation of any rules and regulations established by the Board of Directors.

*Section 4. Majority.* Except as otherwise specifically provided in the Declaration or the Bylaws, all decisions shall be by Majority Approval.

*Section 5. Purpose.* The Association shall have the responsibility of administering the Condominium, establishing the means and methods of collecting the contributions to the Common Expenses, in accordance with the Declaration, arranging for the management of the Condominium and performing all of the other acts that may be required to be performed 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 IV Meetings of Owners

*Section 1. Annual Meetings.* The first annual meeting of the Owners shall be called by the President upon request of the Declarant and shall be held within 12 months following the incorporation of the Association. Each subsequent regular annual meeting of the owners shall be held on a business day in the first calendar quarter of each calendar year as determined by the Board of Directors.

*Section 2. Special Meetings.* Special meetings of the Owners may be called at any time by the President or by the Board of Directors or upon written request of at least twenty-five percent (25%) of the Owners.

*Section 3. Notice of Meetings.* Written notice of each meeting of the Owners shall be given by, or at the direction of, the Secretary or person authorized to call the meeting at least 21 days in advance of any annual or regularly scheduled meeting, and at least seven days in advance of any other meeting, stating the time, place and purpose of such meeting. Such notice shall be delivered personally or sent by United States mail, postage prepaid, to all Owners of record at such address or addresses as any of them may have designated, or, if no other address has been so designated, at the address of their respective Units. Such notice shall also be sent by United States mail, postage prepaid, to each institutional holder of a first mortgage on a unit having theretofore requested same in writing. Each such holder shall be permitted to designate a representative to attend each such meeting without voice or vote except pursuant to Section 5 of this Article IV. Any Owner may waive notice, in writing, either before or after such meeting. Attendance at a meeting by an Owner, whether in person or represented by proxy, shall be deemed waiver of notice unless the Owner objects to the lack of notice prior to the meeting's call to order.

*Section 4. Quorum.* Once a Quorum is established for a meeting, it shall conclusively be presumed to exist until the meeting is adjourned and shall not need to be reestablished. If, however, such Quorum shall not be present or represented at any meeting, the Owners and/or proxies entitled to cast a majority of the votes thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a Quorum as aforesaid shall be present or be represented.

*Section 5. Proxies.* Subject to the provisions of Article III, Section 2, hereof, at all meetings of the Owners, each Owner may vote in person or by proxy. All proxies shall be in writing, signed, dated and filed with the Secretary. Each proxy shall be revocable by written notice to the Association. Each proxy shall automatically cease upon conveyance by an Owner of his Unit and shall be effective only for the meeting specified therein. The presence in person by the giver of the proxy at a meeting for which the proxy is given shall automatically invalidate the proxy for that meeting. A proxy holder may not appoint a substitute proxy holder unless expressly authorized to do so in the proxy.

*Section 6. Order of Business.* At all meetings of the Association, Roberts Rules of Order (latest edition) shall govern when not in conflict with the Declaration, the Bylaws or the Articles of Incorporation, unless the Owners present at a particular meeting vote to suspend Robert's Rules at that meeting.

*Section 7. Decisions of Owners.* Unless otherwise expressly provided in the Georgia Condominium Act, the Declaration or these Bylaws, Majority Approval of any particular issue shall be necessary to adopt decisions at any meeting of the Owners. When the Georgia Condominium Act, the Declaration or these Bylaws require the approval or consent of all or a specified percentage of mortgagees and/or other lien holders, no decision or resolution duly adopted by the Owners shall be effective or valid until such approval or consent shall be obtained.

## ARTICLE V Board of Directors

*Section 1. Number and Qualifications.* The Board of Directors of the Association shall be composed of three (3) persons. With the exception of those persons appointed as directors by the Declarant pursuant to the provisions of Official Code of Georgia Annotated Section 44-3-101, each such person shall be a member of the Association or the spouse of a member. No co-owners may serve on the Board at the same time.

*Section 2. Election and Term of Office.* At a duly called meeting of the Owners, the Owners shall elect three (3) directors for a term of three (3) years each; except that initial directors elected shall have terms of (1), (2) and (3) years, respectively, so that the terms of the directors will thereafter be staggered, each for three (3) years. Except in the case of death, resignation or removal, each director elected by the members shall serve until the annual meeting at which his term expires and until his successor has been duly elected and qualified. Persons receiving the largest number of votes at any election of directors shall be elected whether or not such number constitutes a majority of the votes cast. Cumulative voting shall not be permitted.

*Section 3. Removals; Vacancies.* Any director may be removed from the Board of Directors with or without cause, by Majority Approval. 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. In the event of death or resignation of a director, the remaining members of the board shall select his successor. In the event of removal of a director, the Owners theretofore entitled to elect such director shall elect his successor. Any such successor shall serve for the unexpired term of his predecessor.

*Section 4. Annual Organization Meeting* The first meeting of the Board of Directors following each annual meeting of the Owners shall be held within ten (10) days thereafter, at such time and place as shall be fixed by the newly elected directors at such annual meeting, and no notice shall be necessary in order legally to constitute such meeting.

*Section 5. Regular Meetings.* Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by the Board of Directors. Notice of the time and place of regular meetings shall be given to every director by mail or telephone at least three (3) days prior to the date of such meeting.

*Section 6. Special Meetings.* Special meetings of the Board of Directors may be called by the President on two (2) days' notice to every director given by mail or telephone and stating the time, place and purpose of the meeting. Special meetings 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 7. Waiver of Notice; Action Without Meeting.* Wherever notice of a meeting of the Board of Directors is required to be given under any provision of these Bylaws, a written waiver thereof, executed by a director before or after the meeting and filed with the Secretary, shall be deemed equivalent to notice to the director executing the same. Attendance at a meeting by the director shall constitute a waiver of notice of such meeting by the director if such director attends the meeting without protesting prior thereto or at the meeting's commencement the lack of notice to him. Neither the business to be transacted at, nor the purpose of, any meeting of the Board of Directors need be specified in any written waiver of notice. Any action required or permitted at any meeting of the Board of Directors may be taken without a meeting provided that all directors consent to the action in writing and the written consents are filed with the records of the proceedings of the Board of Directors. Such consents shall be treated for all purposes as a vote at a meeting.

*Section 8. Voting: Quorum of the Board Adjournment of Meetings.* At all meetings of the Board of Directors, each director shall be entitled to cast one vote. The presence in person of directors representing at least two-thirds (2/3) of the votes of the Board of Directors shall be a quorum at any Board of Directors meeting and a majority of the votes present and voting shall bind the Board of Directors and the Association as to any matter within the powers and duties of the Board of Directors.

*Section 9. Compensation.* Directors shall not be compensated for services as such unless and only to the extent the compensation is authorized by Majority Approval. Directors may be reimbursed for the expenses incurred in carrying out their duties as directors as long as the Board of Directors approves such expenses.

*Section 10. Powers and Duties.* The Board of Directors shall have the powers and duties necessary for administration of the affairs of the Association and may do all such acts and things as are not by the Act, the Declaration, the Articles of Incorporation, or these Bylaws directed to be done and exercised exclusively by the members. In exercising its powers and duties, the Board of Directors shall take as its standard the maintenance of the general character of the Condominium as a community of the first class in the quality of its maintenance, use and occupancy. Such powers and duties of the Board of Directors shall be exercised in accordance with and subject to all provisions of the Georgia Condominium Act, the Declaration and these Bylaws and shall include without limitation powers and duties to:

- (a) Operate, care for, maintain, repair and replace the Common Elements and employ personnel necessary or desirable therefor.
- (b) Determine Common Expenses of the Association.
- (c) Collect assessments from the Owners.
- (d) Adopt and amend rules and regulations covering the details of the operation and use of the Condominium.
- (e) Open bank accounts on behalf of the Association and designate the signatories required therefor.
- (f) Manage, control, lease as lessor, and otherwise deal with the Common Elements, including power to make shut-off of common services and other interruptions of the normal functioning of the buildings to facilitate performance of any maintenance or repair work or the making of additions, alterations or improvements by the Association or the Owners pursuant to provisions of the Declaration. The Board of Directors shall use reasonable efforts to disrupt the Owners and Occupants as little as possible in exercising such authority to effect shut-offs and other interruptions.
- (g) Purchase, lease or otherwise acquire Units offered for sale or lease or surrendered by their Owners to the Association.

(h) Own, sell, lease, encumber, and otherwise deal in, but not vote with respect to, Units owned by the Association.

(i) Obtain and maintain insurance for the Condominium pursuant to the provisions of the Declaration.

(j) (1) Make additions and improvements to and alterations of the Common Elements, and (2) make repairs to and restoration of the property after damage or destruction by fire or other casualty, or as a result of condemnation.

(k) Enforce by any legal or equitable remedies available all obligations of the Owners or any of them to the Association. Such enforcement power shall include, without limitation, the power to levy, as assessments, fines against Owners for default in the performance of said obligations in such amounts as from time to time the Board of Directors may deem proper in the circumstances, but not in excess of \$1,000.00 for any one violation, counting each day a violation continues after notice from the Board of Directors as a separate violation. If any owner fails to pay a fine within ten (10) days after notification thereof, the Board of Directors may levy, as assessments, additional fines to enforce payment of the initial fine.

(l) Appoint auditors of the Association.

(m) Employ a manager or managing agent and delegate thereto any duties of the Board of Directors under subparagraphs (a), (c), (e), (f) and (o) of this Section 10.

(n) Conduct litigation and be subject to suit as to any cause of action involving the Common Elements or arising out of the enforcement of the provisions of the Georgia Condominium Act, the Declaration or these Bylaws.

(o) Make contracts in connection with the exercise of any of the powers and duties of the Board of Directors.

(p) Take all other actions the Board of Directors deems necessary or proper for the sound management of the Condominium and fulfillment of the terms and provisions of the Georgia Condominium Act, the Declaration and these Bylaws.

In the case of those powers and duties specified in the foregoing clauses (d), (g), (h), (j), (l), and (n), the Board of Directors need exercise the same only to the extent, if any, it deems necessary or desirable or is required to do so by vote of the Owners. The Board of Directors shall not be obligated to take any action or perform any duty imposed upon it requiring an expenditure of funds unless in its opinion it shall have funds of the Association sufficient therefor.

*Section 11. Management Agent.* The Association may, but shall not be required to, hire a professional management agent or agents, at a compensation established by the Board, to perform such duties and services as the Board of Directors shall authorize. The Board shall use reasonable efforts in any management contact to provide for termination of such contract with or without cause and without penalty, upon no more than thirty (30) days written notice. No management contract shall have a term in excess of one (1) year.

*Section 12. Meeting by Telephone.* Meetings of Directors may be held telephonically or by video conference so long as the attendees can readily hear and/or see each other.

## ARTICLE VI Officers

*Section 1. Designation.* The principal officers of the Association shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Directors. One person may hold the office of Secretary and Treasurer simultaneously.

*Section 2. Election of Officers.* The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors and until a successor is elected. The Board of Directors shall fill any vacancy in an office at a regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

*Section 3. Removal of Officers.* Upon the affirmative vote of a majority of the votes of the Board of Directors, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

*Section 4. Multiple Offices.* The same person may hold the offices of Secretary and Treasurer. No person shall simultaneously hold more than one of any of the other offices.

*Section 5. President.* The President shall be the chief executive of the Association and shall preside at all meetings of the Owners and of the Board of Directors. The President shall have all of the general powers and duties which are incident to the office of president of a corporation, including, but not limited to, the power to appoint committees from among the Owners from time to time as he or she may, in his or her sole discretion, deem appropriate to assist in the conduct of the affairs of the Association.

*Section 6. Vice President* The Vice President shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting. If neither the President nor the Vice President is able to act the Board of Directors shall appoint some other member of the Board of Directors to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall, from time to time, be imposed upon him or her by the Board of Directors or by the President.

*Section 7. Secretary.* The Secretary shall keep the minutes of all meetings of the Owners and of the Board of Directors and shall have charge of such books and papers as the Board of Directors may direct, The Secretary shall, in general, perform all the duties incident to the office of secretary of a corporation and such other duties as shall, from time to time, be imposed upon him or her by the Board of Directors or by the President.

*Section 8. Treasurer.* The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Association, in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall, in general, perform all the duties incident to the office of treasurer of a corporation and such other duties as shall, from time to time, be imposed upon him or her by the Board of Directors or by the President.

## ARTICLE VII

### Officers and Directors: General Provisions

*Section 1. Contracts with Interested Parties.* No contract or transaction between the Association and one or more of its officers or directors, or between the Association and any other entity in which one or more of the Association's officers or directors are officers, directors, partners or trustees, or have a financial interest, shall be void or voidable solely for this reason, or solely because the Association's officer or director is present at or participates in the meeting of the Board of Directors which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (a) the material facts as to his interest and as to the contract or transaction are disclosed or are known to the Board of Directors and the Board of Directors in good faith authorized the contract or transaction by a vote sufficient for such purpose without counting the vote or votes of the interested director or directors; or (b) the material facts as to his interest and as to the contract or transaction are disclosed or are known to the Owners entitled to vote thereon, and the contract or transaction is specifically approved or ratified in good faith by vote of such Owners; or (c) the contract or transaction is fair as to the Association as of the time it is authorized, approved or ratified by the Board of Directors or the Owners.

*Section 2. Indemnification.* Pursuant to the provisions of the Declaration, the Association shall indemnify its officers and directors to the extent provided in and subject to the limitations of the Declaration.

## ARTICLE VIII

### Books and Records

*Section 1. Books and Records.* The Association shall keep such books and records as by law provided and shall make same available for inspection by any Owner, any institutional holder of a first mortgage on a Unit, and their respective agents and attorneys, for any proper purpose at any reasonable time. In addition, an annual report of the receipts and expenditures of the Association, based upon an audit made by an independent public accountant, shall be rendered by the Board of Directors to all Owners, and to each institutional holder of a first mortgage on a unit having theretofore requested same in writing, within three (3) months after the end of each fiscal year.

## ARTICLE IX

### Amendments

*Section 1. Amendments.* These Bylaws may be amended only by the Owners of the units to which two-thirds (2/3) of the total votes in the Association cast their vote in person or by proxy at a meeting duly called for such purpose, written notice of which shall be delivered or sent to all Owners not less than twenty-one (21) days in advance of the meeting stating the time, place and purpose of such meeting and the subject matter of the proposed amendment or, in lieu of such vote, these Bylaws may be amended by an instrument duly executed by Owners having at least two-thirds (2/3) of the entire voting interest of all Owners. Amendments to these Bylaws for the sole purpose of complying with the requirements of any governmental or quasi-governmental entity authorized to fund or guarantee mortgages on individual condominium units, as such requirements may exist from time to time, may be effected by an instrument duly executed by a majority of the directors of the Association. Each such amendment shall be effective when certified by the President and Secretary of the Association and recorded in the Fulton County, Georgia land records.

## ARTICLE X

### Miscellaneous

*Section 1. Authority and Enforcement.* The Condominium shall be used 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; provide copies of all such rules and regulations shall be furnished to all Owners and Occupants. Any rule or regulation may be repealed by Majority Approval 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 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 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, unless and until the Association has sent or delivered written notice to the violator as provided in subsection (a) below. Any such fine or fines may be effective or commence upon the sending of such notice or such later date as may be set forth in such notice, notwithstanding the violator's right to request a hearing before the Board to challenge such fine under subsection (b) below.

(a) *Notice.* If any provision of the Declaration or Bylaws or any rule or regulation of the Association is violated, the Board shall send the violator written notice identifying the violation and fine(s) being imposed and advising the violator of the right to request a hearing before the Board to contest the violation. Fine(s) may be effective or commence upon the sending of such notice or such later date specified in such notice, notwithstanding the violator's right to request a hearing. In the event of a continuous violation, each day the violation continues or occurs again constitutes a separate offense, and fines may be imposed on a per diem basis without further notice to the violator.

(b) *Hearing.* If a written request for a hearing is received from the violator within ten (10) days of the date of the violation notice provided above, then the Board shall schedule and hold in executive session a hearing affording the violator a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing. The Board may establish rules of conduct for such hearing, which may include limits on time and on the number of participants who may be present at one time.

*Section 3. Additional Enforcement Rights.* Notwithstanding anything to the contrary herein contained, the Board may elect to enforce any provision of the Declaration, the Bylaws, or the rules and regulations by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity for compliance with the procedures set forth in Section (2) of this Article. In any such action, to the maximum extent permissible, the Owner or Occupant responsible for the violation for which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

The Association or its duly authorized agent shall have the power to enter a Unit or upon any portion of the Common Elements to abate or remove, using such force as maybe reasonably necessary, any structure, thing or condition which violates the Declaration, the Bylaws, or the rules and regulations; provided, however, written notice shall be given to the Owner of the Unit at least two (2) days prior to the time that any items of construction are altered or demolished. All costs of self-help, including reasonable attorney's fees, shall be assessed against the violating Owner and shall be collected as provided herein for the collection of assessments.

*Section 4. Conflicts.* In the event of any conflict between the Declaration and these Bylaws, the Declaration shall control.

*Section 5. Association Seal.* The Association shall have a seal in circular form having within its circumference the words naming the Association.

*Section 6. Fiscal Year.* The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date on which the Association was incorporated under the laws of the State of Georgia.

*Section 7. Severability.* The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws or the Declaration.