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DECLARATION

COVINGTON PROFESSIONAL PARK CONDOMINIUM

THIS INSTRUMENT WAS DRAFTED BY:

James B. Alexander  
Alexander & Royston, LLP  
1116 Clark Street  
Covington, Ga 30014

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Covington Professional Park Condominium

DECLARATION

THIS DECLARATION, Made this 10th day of February, 1998, by Covington Professional Park Partners, a Georgia General Partnership ("Developer"), pursuant to The Georgia Condominium Act, Article 3, Chapter 3 of Title 44 of the Official Code of Georgia Annotated (the "Act")

WITNESSETH:

WHEREAS, Developer is the owner in fee simple of certain real estate situated in the City of Covington, County of Newton, and State of Georgia, legally described on Exhibit A attache hereto, together with all buildings and improvements now or hereafter constructed or located thereon, and all rights, privileges, easements and appurtenances belonging to or in any way pertaining to said real estate; and

WHEREAS, Developer desires to submit all of said property to the Act; and

WHEREAS, Developer also owns additional real estate adjacent thereto which may later become a part of the Condominium hereby created and submitted to the Act;

NOW, THEREFORE, Developer, as the owner of said property, hereby declares as follows:

ARTICLE 1.  
*Definitions*

*Definitions.* As used herein, the following words and terms shall have the following meanings:

1.1. *Act.* The Georgia Condominium Act, Title 44, Chapter 3, Article 3 of the Official Code of Georgia Annotated.

1.2. *Additional Real Estate.* The real estate described in Exhibit A-1, together with all buildings and improvements now or hereafter constructed or located thereon, and all rights, privileges, easements and appurtenances belonging to or in any way pertaining to said real estate.

1.3. *Association.* Covington Professional Park Condominium Association, a nonprofit corporation organized under the Georgia Non-Profit Corporation Code.

1.4. *Board.* The Board of Directors of the Association.

1.5. *Bylaws.* The Bylaws of the Association attached hereto as Exhibit B.

1.6. *Condominium.* The condominium created by this Declaration.

1.7 *Convertible Space.* Condominium units which may be later converted into multiple units.

1.8. *Declarant Control Period.* The period commencing on the date hereof and continuing until the earlier of (i) the date five (5) years after the date of the first conveyance of a Unit to a Unit Owner other than a Declarant, or (ii) the date upon which Declarant surrenders control of the Condominium, or (iii) the date sixty (60) days after the Declarant has conveyed seventy-five (75%) percent of the Units to Unit Owners other than a Declarant.

1.9. *Condominium Plat.* The plat of the Condominium recorded with, and by the Act made a part of, this Declaration, as the same may hereafter be amended.

1.10. *Limited Common Elements.* Those portions of the Common Elements defined by OCGA 44-3-71(19) of the Act for the exclusive use of one or more but fewer than all of the Units, and any limited common elements specifically allocated to Units on Exhibit C.

1.11. *Occupant.* Any person or persons in possession of a Unit, including Unit Owners, the family members, lessees, guests and invitees of such person or persons, and family members, guests and invitees of such lessees.

1.12. *Property.* The real estate described in Exhibit A, together with all buildings and improvements now or hereafter constructed or located thereon, and all rights, privileges, easements and appurtenances belonging to or in any way pertaining to said real estate, and, upon its addition, any portion of the Additional Real Estate added to the Condominium.

1.13. *Special Declarant Rights.* The rights reserved herein and in the Bylaws for the benefit of a Declarant, as follows: to complete the improvements indicated on the Condominium Plat; to maintain sales offices, management offices, models, and signs advertising the Condominium; to use easements through the Common Elements; to elect, appoint or remove members of the Board during the Declarant Control Period; and to add Additional Real Estate.

1.14. *General.* All capitalized terms used herein, and not defined herein, shall have the meaning given to such terms in the Act, unless the context clearly indicates otherwise.

## ARTICLE II.

### *Submission of Property to the Act*

2.1. *Submission.* Developer hereby submits the Property to the Act, subject to the reservations of easements and cross-easements described on Exhibit "D" attached hereto. The rights contained on the reservation shall inure to the benefit of the present and future owner(s) of that property described on Exhibit A-1 (Additional Property), which may later, in the discretion of the owner(s), be submitted to this condominium and become part thereof.

2.2. *Name.* The Property shall hereafter be known as the "Covington Professional Park Condominium".

2.3. *Division of Property into Separately Owned Units.* Developer, pursuant to the Act, and to establish a plan of condominium ownership for the Condominium, does hereby divide the Property separate units as described on the Plat, a copy of which is recorded in Plat Book 31, Page 145 in the Office of the Clerk of the Superior Court of Newton County, Georgia, and does hereby designate all such Units for separate ownership. Each Unit and its boundaries are designated and delineated on the Condominium Plat. Plats for each individual Unit are attached to this Declaration as Exhibit E, and are incorporated in and made a part hereof.

2.4. *Unit Allocations.* The allocations to each Unit of a percentage of undivided interest in the Common Elements, of votes in the Association, and of a percentage of the Common Expenses, are and shall be a percentage allocation per unit determined by divided the total enclosed area square footage of that unit by the total enclosed area square footage contained within the entire condominium, exclusive of any such square footage contained in common areas and limited common areas. In the event any of the Additional Property shall become a part of this Condominium, the percentage allocations per unit shall be determined using the same formula, with the square footage of the additional units becoming a part of the square footage of the whole.

2.5. *Condominium Ordinances.* The Condominium is not subject to any code, real estate use law, ordinance, charter provision, or regulation prohibiting the condominium form of ownership or imposing requirements upon a condominium which are not imposed upon physically similar developments under a different form of ownership.

2.6. *Reservation of Special Declarant Rights.* Declarant hereby reserves all Special Declarant Rights.

2.7 *Resubdivision of Units.* A unit or units of the condominium may be re-subdivided and

sold to individual separate owners. No such re-subdivision shall be effective unless and until the owner electing to re-subdivide shall have recorded a plat meeting the same requirements as the condominium plat showing the extent and manner of re-subdivision and the new designation of units thereon, and shall further have submitted to the Association for its approval and adoption an amendment to this declaration. The percentage ownership and voting allocations of any subdivided unit shall be divided on a square footage basis among the total units then contained within the subdivided or convertible space contained within the original unit.

ARTICLE III.  
*Additional Real Estate*

3.1. *Declarant's Right to Add Additional Real Estate.* Declarant expressly reserves the right to add the Additional Real Estate to the Condominium prior to the date seven (7) years after the date on which this Declaration is recorded, but shall be under no obligation to do so. Portions of the Additional Real Estate may be added to the Condominium at different times, but no assurances are made in regard to the boundaries of such portions, or the order in which such portions may be added.

3.2. *Maximum Number of Additional Units; Units Restricted to Use.* The maximum number of additional Units that may be created within the Additional Real Estate is ten (10) Units. All of such Units will be restricted as hereinafter provided.

3.3. *Compatibility of Style, Etc.* Any buildings and Units that may be erected upon the Additional Real Estate or a portion thereof will be compatible with the other buildings and Units in the Condominium in terms of architectural style, quality of construction, principal materials employed in construction, and size.

3.4. *Applicability of Restrictions, Etc.* All restrictions in this Declaration and the Bylaws affecting use, occupancy and alienation of Units will apply to any and all additional Units that may be created within the Additional Real Estate.

3.5. *Other Improvements and Common Elements.* In the event additional units are constructed on the additional real estate and the same are added by amendment to this declaration all such units shall upon completion become a part of the Condominium, shall share pro-rata in voting rights, ownership of common and limited common areas and all other allocations, and shall be restricted in use as otherwise provided herein.

3.6. *Applicability of Assurances if Additional Real Estate Not Added.* The assurances made in this Article III will not apply with respect to any Additional Real Estate that is not added to the Condominium.

ARTICLE IV.

*Restrictions, Conditions and Covenants*

4.1. *Compliance with Declaration, Bylaws and Rules and Regulations.* Each Unit Owner and Occupant shall comply with all applicable provisions of the Act, this Declaration, the Bylaws, the Articles of Incorporation of the Association, and rules and regulations promulgated by the Board or the Association, as amended. Failure to comply shall be grounds for an action by the Association, an aggrieved Unit Owner, or any person adversely affected, for recovery of damages, injunction or other relief.

4.2. *Administration of Condominium.* The Condominium shall be administered in accordance with the provisions of the Act, this Declaration and the Bylaws.

4.3. *Use Restricted; Use by Declarant; Use by Association.*

(a) The Units shall be occupied and used by Unit Owners and Occupants for the following purposes only:

(1) Offices of physicians or other practitioners of the medical arts whose employees or principals practicing primarily from such location hold one or more of the following professional degrees: M.D. (Medical Doctor), D.O. (Doctor of Osteopathy), O.D. (Doctor of Optometry)

(2) Accountant's offices where one or more of the employees or principals practicing primarily from such location hold the designations C.P.A. (Certified Professional Accountant) or C.F.P. (Certified Financial Planner).

(3) Attorney's offices where one or more of the employees or principals practicing primarily from such location have been admitted to the bar of one or more states; or

(4) Retail pharmacies and medical supply and/or equipment retailers or rental stores where same constitutes at least 50% of the annual gross income produced from such facility;

(5) Architect's Offices where one or more of the employees or principals practicing primarily from such location have been licensed as a professional architect in one or more states;

(6) Engineering Offices where one or more of the employees or principals practicing primarily from such location have been licensed as a professional engineer in one or more states; and

(7) Offices for such other professionals as shall be hereafter approved by a majority in ownership interest of the Condominium.

(b) Any other provision of this Declaration or the Bylaws notwithstanding, Declarant may maintain sales offices for sales of Units in the Condominium, management offices for management

of the Condominium, and models.

(c) Declarant also may maintain signs on the Common Elements advertising the Condominium until all of the Units have been conveyed to Unit Owners other than a Declarant.

(d) Any other provision of this Declaration or the Bylaws notwithstanding, the Association may maintain an office in the Condominium for management of the Condominium.

**4.4. Hazardous Use and Waste.** Nothing shall be done to or kept in any Unit or the Common Elements that will increase any rate of insurance maintained with respect to the Condominium without the prior written consent of the Board. No Unit Owner or Occupant shall permit anything to be done to or kept in or on his Unit or the Common Elements that will result in the cancellation of insurance maintained with respect to the Condominium, or that would be in violation of any law, or that will result in the commitment of waste (damage, abuse or destruction) to, in or on his Unit or the Common Elements.

**4.5. Alterations of Common Elements.** No Unit Owner or Occupant, except Declarant during the Declarant Control Period, shall alter, construct anything upon, or remove anything from, the Common Elements, or paint, decorate, landscape or adorn any portion of the Common Elements, without the prior written consent of the Board.

**4.6. Prohibition of Renting for Transient Purposes.** No Unit Owner shall rent his Unit for transient purposes, which for purposes of this Declaration shall be defined as a rental for any period less than thirty (30) days. Each permitted lease shall lease an entire Unit, shall be in writing, and shall be subject to this Declaration and the Bylaws, and any failure of the lessee to comply with the terms of such documents shall be a default under the lease. Any Unit Owner who enters into a lease of his Unit shall promptly notify the Association of the name and address of each lessee, the Unit rented, and the term of the lease. Other than the foregoing restrictions, each Unit Owner shall have the full right to lease his Unit.

**4.7. Pets.** No pet or animals shall be allowed in the Condominium, except as may be provided by the rules and regulations promulgated from time to time by the Board or the Association.

**4.8. Rules and Regulations.** In addition to the foregoing restrictions, conditions and covenants concerning the use of the Condominium, reasonable rules and regulations not in conflict therewith and supplementary thereto may be promulgated and amended from time to time by the Board or the Association, as more fully provided in the Bylaws.

**4.9. Restrictions, Conditions and Covenants To Run With Land.** Each Unit Owner and Occupant shall be subject to all restrictions, conditions and covenants of this Declaration, and all such restrictions, conditions and covenants shall be deemed to be covenants running with the land, and shall bind every person having any interest in the Property, and shall inure to the benefit of

every Unit Owner.

ARTICLE V.  
*Casualty Damage*

If all or any part of the Property shall be damaged or destroyed, the same shall be repaired or replaced, and proceeds of insurance shall be used and applied, in accordance with the provisions of the Act.

ARTICLE VI.  
*Condemnation*

In the event of a taking by eminent domain, or by a conveyance in lieu thereof, of all or any part of the Property, the same shall be repaired or restored, and the awards paid on account thereof shall be used and applied, in accordance with the Act.

ARTICLE VII.  
*Termination*

The Condominium may be terminated only in strict compliance with Section 43-3-98 of the Act.

ARTICLE VIII.  
*Amendment*

This Declaration may be amended only in strict compliance with Section 43-3-93 of the Act, except that no amendment altering or impairing Special Declarant Rights may be made without the written consent of Declarant.

ARTICLE IX.  
*General Provisions*

9.1. *Severability.* The invalidity of any covenant, restriction, condition, limitation, provision, paragraph or clause of this Declaration, or of any part of the same, or the application thereof to any person or circumstance, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration, or the application of any such covenant, restriction, condition, limitation, provision, paragraph or clause to any other person or circumstances.

9.2. *Interpretation of Declaration.* Whenever appropriate singular may be read as plural, plural may be read as singular, and the masculine gender may be read as the feminine or neuter gender. Compound words beginning with the prefix "here" shall refer to this entire Declaration and not merely to the part in which they appear.

9.3. *Captions.* The captions herein are only for convenience and reference and do not define, limit or describe the scope of this Declaration, or the intent of any provision.

9.4. *Exhibits.* Exhibits A, A-1, B, C, D and E attached hereto are hereby made a part hereof.

IN WITNESS WHEREOF, the undersigned has executed this Declaration as of the day and year first above written.

Covington Professional Park

By *Sam M. Hay Jr.*  
Its Partner \*\*

And *Sam M. Hay Jr.*  
Its Partner \*\*

\*\* as Attorney-in-Fact for Dennis K. Taylor under Power of Attorney dated 2/10/98 and recorded in Deed Book ~~706~~, pages ~~592-593~~ Newton County Records, and as Attorney-in-Fact for Douglas A. Langley under Power of Attorney dated 2/10/98 and recorded in Deed Book ~~706~~, pages ~~594-595~~ Newton County Records

Signed, sealed and delivered in the presence of:

*[Signature]*  
Witness  
*Linda Williams*  
Notary Public



SEAL AFFIXED



## EXHIBIT "A" - LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 255 of the 9<sup>th</sup> District of Newton County, Georgia, and being a portion of that property described on survey for Covington Professional Park Condominiums dated January 29, 1998, prepared by Charles Harold Moss, P.E., and recorded in Plat Book 31, page 45, in the Office of the Clerk of the Superior Court of Newton County Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at the intersection of the southerly right-of-way line of U.S. Highway 278 with the westerly right-of-way line of Mill Street; thence in a westerly direction along the southerly right-of-way line of U.S. Highway 278 a distance of 186.97 feet; thence continuing along said right-of-way North 01 degree 04 minutes 53 seconds East 20 feet to a point; thence continuing in a westerly direction along said right-of-way a distance of 117.32 feet to the TRUE POINT OF BEGINNING; and from the TRUE POINT OF BEGINNING, thence South 0 degrees 29 minutes 23 seconds West 354.67 feet; thence South 87 degrees 32 minutes 38 seconds West 353.87 feet; thence North 45 degrees 23 minutes 34 seconds West 89.58 feet; thence North 89 degrees 03 minutes 28 seconds West 134.25 feet; thence North 09 degrees 07 minutes 32 seconds East 51.56 feet; thence North 88 degrees 22 minutes 32 seconds East 125 feet; thence North 09 degrees 07 minutes 31 seconds East, 126.32 feet to an iron pin located on the southerly right-of-way line of U.S. Highway 278; thence North 89 degrees 39 minutes 12 seconds East 73.35 feet to a point; thence North 0 degrees 20 minutes 48 seconds West 122 feet to a point located on the southerly right-of-way line of U.S. Highway 278; thence North 89 degrees 39 minutes 12 seconds East along said right-of-way a distance of 278.85 feet to the TRUE POINT OF BEGINNING.

EXHIBIT "A-1" - LEGAL DESCRIPTION OF ADDITIONAL PROPERTY

All that tract or parcel of land lying and being in Land Lot 255 of the 9<sup>th</sup> District of Newton County, Georgia, and being a portion of that property described on survey for Covington Professional Park Condominiums dated January 29, 1998, prepared by Charles Harold Moss, P.E., and recorded in Plat Book 31, page 45, in the Office of the Clerk of the Superior Court of Newton County Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at the intersection of the southerly right-of-way line of U.S. Highway 278 with the westerly right-of-way line of Mill Street; thence in a westerly direction along the southerly right-of-way line of U.S. Highway 278 a distance of 186.97 feet; thence continuing along said right-of-way North 01 degree 04 minutes 53 seconds East 20 feet to a point; thence continuing in a westerly direction along said right-of-way a distance of 117.32 feet; thence South 89 degrees 39 minutes 12 seconds West 278.85 feet to a point which is the TRUE POINT OF BEGINNING; and from the TRUE POINT OF BEGINNING, thence South 0 degrees 20 minutes 48 seconds East 122 feet; thence South 89 degrees 39 minutes 12 seconds West 73.35 feet; thence North 09 degrees 07 minutes 31 seconds East 123.68 feet; thence North 89 degrees 39 minutes 12 seconds East 53 feet to the TRUE POINT OF BEGINNING.

COVINGTON PROFESSIONAL PARK CONDOMINIUM  
BYLAWS OF COVINGTON PROFESSIONAL PARK CONDOMINIUM ASSOCIATION

a nonprofit corporation under the laws of the  
State of Georgia

ARTICLE I.

*Identity*

These are the Bylaws of COVINGTON PROFESSIONAL PARK CONDOMINIUM ASSOCIATION, Inc., a Georgia nonprofit corporation (the "Association"), the Articles of Incorporation (the "Articles") of which have been filed in the office of the Georgia Secretary of State.

For purposes of these Bylaws, terms specifically defined in the Declaration of COVINGTON PROFESSIONAL PARK Condominium (the "Declaration") or in the Georgia Condominium Act, (the "Act"), shall have the same meaning herein.

ARTICLE II.

*Members' Meetings and Voting*

2.1. *Place.* Meetings of the members shall be held at the registered office of the Association, or such other place within Newton County, Georgia as may be designated from time to time by the Board.

2.2. *Annual Meeting.* The members shall meet at least once each year on the date stated in the notice of such meeting given pursuant to Section 2.4. Except as otherwise provided in Section 3.3(a), at each annual meeting the members shall elect members of the Board ("Directors") and may transact any other business properly coming before them.

2.3. *Special Meetings.* Special meetings of the members may be called at any time by the President or by the Board, and shall be called and held within thirty (30) days after written request therefor signed by members entitled to cast at least twenty percent (20%) of the total votes in the Association is delivered to any officer or Director of the Association. No business shall be transacted at a special meeting except that which is stated in the notice thereof.

2.4. *Notices.* Notice of all meetings of the members, stating the time and place, and accompanied by a complete agenda thereof, shall be given by the President or Secretary to each member. Such notice shall be in writing, and shall be hand delivered or sent by United States mail to the members at the addresses of their respective Units and to other addresses as any member may

have designated to the President or Secretary, at least twenty-one (21) days in advance of any annual or regularly scheduled meeting and at least seven (7) days in advance of any other meeting.

2.5. *Quorum; Adjournment if no Quorum.* A quorum shall consist of members present, in person or by proxy, entitled to cast at least twenty (20%) percent of the total votes in the Association. If a quorum is not present, the meeting shall be adjourned from time to time until a quorum is present.

2.6. *Votes; Association Shall Not Vote.* The total votes in the Association are allocated to Units by the Declaration. The votes allocated to a Unit may be cast by the Unit Owner of that Unit. When there is more than one Unit Owner of a Unit, the votes for that Unit shall be cast as they shall determine. The votes allocated to a Unit shall not be split but shall be voted as a single whole. The Association shall not be entitled to cast the votes allocated to any Unit owned by it.

2.7. *Manner of Casting Votes.* Votes may be cast in person or by proxy. A proxy must be in writing, be signed by all Unit Owners of the Unit the votes of which are subject to the proxy, be given only to another member or to a Security Holder in that Unit, and be delivered to the Secretary before the meeting. A proxy shall be valid until a revocation in writing signed by all Unit Owners of such Unit is delivered to the Secretary.

2.8. *Required Votes.* All questions shall be decided by a majority of the votes cast on the question, unless the provisions of applicable law, the Declaration or these Bylaws require a greater vote.

2.9. *Action by Members Without Meeting.* Any action that may be taken at a meeting of the members, may be taken without a meeting if such action is authorized in a writing setting forth the action taken, and is signed by all members, or if such action is taken in any other manner permitted by law.

2.10. *Prohibition of Cumulative Voting.* There shall be no cumulative voting.

### ARTICLE III.

#### *Directors*

3.1. *First Board.* The first Board shall consist of the three (3) persons whose names are set forth in the Articles, and successors to any thereof elected or appointed by Declarant.

3.2. *Number and Qualifications of Directors.* The Board shall consist of three (3), five (5) or seven (7) natural persons, as determined at any annual meeting by the members. Each Director, except those elected or appointed by Declarant, shall be a Unit

Owner or the individual nominee of a Unit Owner which is other than an individual.

3.3. *Election of Directors.*

(a) *During Declarant Control Period.* At the first annual meeting of the members, and at each subsequent annual meeting during the Declarant Control Period, the Directors shall be elected by Declarant, or by persons designated by Declarant; provided that not later than sixty (60) days after conveyance of fifty (50%) of the Units to Unit Owners other than Declarant, a regular or special meeting of the members shall be held at which not less than one-third (1/3) of the Directors shall be elected by members other than Declarant, and the other Directors shall be elected by Declarant or by persons designated by Declarant.

(b) *After Declarant Control Period.* Not later than the termination of the Declarant Control Period the Directors shall be elected by the members.

(c) *Required Votes.* Except for Directors elected by Declarant pursuant to Section 3.3(a), Directors shall be elected by a majority of the votes cast in the election.

3.4. *Term.* The term of each Director shall extend to the next annual meeting and until that Director's successor has been duly elected and has qualified.

3.5. *Removal.* Any Director may be removed, with or without cause, by a vote of the members entitled to cast at least sixty (60%) percent of the total votes in the Association, at a special meeting called for such purpose, and a successor may then be elected by the members to serve for the balance of the removed Director's term; provided that any Director elected or appointed by Declarant may be removed and replaced only by Declarant, with or without cause.

3.6. *Vacancies.* Any vacancy in the Board arising by death or resignation of a Director elected or appointed by Declarant shall be filled only by appointment made by Declarant. Any other vacancy shall be filled by act of the remaining Directors, whether or not constituting a quorum, and a Director so elected shall serve for the unexpired term of his predecessor in office.

3.7. *Regular Meetings.* Regular meetings of the Board may be held at such time and place as shall be determined by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone, or telegraph, at least seventy-two (72) hours prior to the meeting.

3.8. *Special Meetings.* Special meetings of the Board may be called by the President and shall be called by the President or the Secretary and held within ten (10) days after written request therefor signed by two (2) Directors is delivered to any other

Director or the President or the Secretary. Not less than seventy-two (72) hours notice of such special meeting shall be given personally or by mail, telephone, or telegraph to each Director; provided that in case the President or any Director determines that an emergency exists, a special meeting may be called by giving such notice as is possible under the circumstances. All notices of a special meeting shall state the time, place and purpose thereof. No business shall be transacted at a special meeting except that which is stated in the notice thereof.

3.9. *Quorum; Adjournment if No Quorum.* A majority of the Board shall constitute a quorum for the transaction of business at any meeting of the Board. If a quorum is not present, the meeting shall be adjourned from time to time until a quorum is present. The signing by a Director of the minutes of a meeting shall constitute the presence of such Director at that meeting for the purpose of determining a quorum.

3.10. *Manner of Acting.* Each Director shall be entitled to one (1) vote. The act of a majority of the Directors present at a meeting shall constitute the act of the Board unless the act of a greater number is required by the provisions of applicable law, the Declaration or these Bylaws.

3.11. *Board Action Without Meeting.* Any action that may be taken at a meeting of the Board may be taken without a meeting if such action is authorized in a writing, setting forth the action taken, signed by all Directors.

3.12. *Compensation of Directors Restricted.* Directors shall receive no compensation for their services, but may be paid for out-of-pocket expenses incurred in the performance of their duties as Directors.

3.13. *Powers and Duties of Board.* All of the powers and duties of the Association shall be exercised by the Board, including those existing under the common law, applicable statutes, the Act, the Declaration, the Articles, and these Bylaws, as any thereof may from time to time be amended. Such powers and duties shall be exercised in accordance with the provisions of applicable law, the Declaration, the Articles, and these Bylaws. The Board shall prepare and provide to members annually, a report containing at least the following:

(a) A statement of any capital expenditures in excess of two (2%) percent of the current budget or Five Thousand (\$5,000) Dollars, whichever is greater, anticipated by the Association during the current year or succeeding two (2) fiscal years.

(b) A statement of the status and amount of any reserve or replacement fund and any portion of the fund designated for any specified project by the Board.

(c) A statement of the financial condition of the Association for the last fiscal year.

(d) A statement of the status of any pending suits or judgments in which the Association is a party.

(e) A statement of the insurance coverage provided by the Association.

(f) A statement of any unpaid assessments payable to the Association, identifying the Unit and the amount of the unpaid assessment.

#### ARTICLE IV.

##### *Officers*

4.1. *Designation of Officers.* The officers of this Association shall be a President, a Secretary, and a Treasurer. Each officer, except those elected by Directors elected or appointed by Declarant, shall be a Unit Owner or the individual nominee of a Unit Owner which is other than an individual. A person may hold one or more of such offices at one time, except that the President shall not at the same time hold another office in the Association.

4.2. *Election of Officers.* Officers of the Association shall be elected by the Board. Election shall be held annually at the first meeting of the Board held after the annual meeting of the members, except that the first Board shall elect officers as soon as practicable after filing of the Declaration.

4.3. *Term.* Each officer shall serve until his successor has been duly elected and has qualified.

4.4. *Removal.* Any officer may be removed, with or without cause, and without notice, by the Board.

4.5. *Vacancy.* Any vacancy in any office shall be filled by the Board, and an officer elected to fill a vacancy shall serve for the unexpired term of his predecessor in office.

##### 4.6. *Powers and Duties of Officers.*

(a) *President.* The President shall be the chief executive officer of the Association; shall have all of the powers and duties incident to the office of a president of a corporation, including, but not limited to, the duty to preside at all meetings of the Board and of the members, and the general supervision of officers in the management of the business and affairs of the Association; and shall see that all actions and resolutions of the Board are carried into effect.

(b) *Secretary.* The Secretary shall keep the minutes of all meetings and actions of the Board and of the members; shall give all required notices to the Directors and members; shall keep the records of the Association, except those kept by the Treasurer; shall perform all other duties incident to the office of a secretary of a corporation; and shall perform such other duties required by the Board or the President.

(c) *Treasurer.* The Treasurer shall have custody of all intangible property of the Association, including funds, securities, and evidences of indebtedness; shall keep the books of the Association in accordance with good accounting practices and principles; and, upon request, shall submit them, together with all vouchers, receipts, records, and other papers to the Board for examination and approval; shall deposit all moneys and other valuable effects in depositories designated by the Board; shall disburse funds of the Association as directed by the Board; and shall perform all other duties incident to the office of a treasurer of a corporation.

4.7. *Execution of Agreements, etc.* All agreements, deeds, mortgages, or other instruments shall be executed by any two (2) officers, or by such other person or persons as may be designated by the Board.

4.8. *Compensation of Officers Restricted.* No officer shall be compensated for his services in such capacity, but may be reimbursed for out-of-pocket expenses incurred in performing his duties.

4.9. *Additional Officers.* The Board may elect such other officers and designate their powers and duties as it shall deem necessary or desirable.

#### ARTICLE V.

##### *Indemnification of Directors and Officers*

The Association shall indemnify such persons, for such expenses and liabilities, in such manner, under such circumstances, and to such extent, as permitted by Georgia law, as now enacted or hereafter amended.

#### ARTICLE VI.

##### *Compliance, Enforcement, Fines and Penalties*

6.1. *Default and Remedies.* A default in or failure to comply with any of the terms, conditions, obligations, and provisions of the Act, the Declaration, these Bylaws, the Articles, or the rules and regulations, as the same may be amended from time to time, by any Unit Owner or Occupant, shall be grounds for relief that may include, without intending to limit the same or to



constitute an election of remedies, an action to recover fines and penalties as determined by the Board, sums due for damages, an injunction, or any combination thereof, and which relief may be sought by the Association, an aggrieved Unit Owner, or by any person or class of persons adversely affected. Also, if any member fails to perform any obligation under the Act, the Declaration, these Bylaws, the Articles or such rules and regulations, then the Association may, but is not obligated to, perform the same for the member's account, and for such purpose may enter upon his Unit, may make necessary repairs, advance expenses or other sums necessary to cure the default, and for such expenses and costs may levy a special assessment against the Unit owned by such defaulting member.

6.2. *Notice of Default and Failure to Cure.* In the event of any such default or failure, the Board shall serve upon or mail to the defaulting member, and each first mortgagee of that member's Unit, a written notice specifying the nature of the default, the cure thereof, and the time within which the cure shall be effected. Within the time limit specified in the notice, the defaulting member may cure the default specified, or serve upon or mail a written notice to the Board requesting a hearing before the Board. If a hearing is so requested, the Board shall thereafter serve upon or mail to the defaulting member, and to each such first mortgagee, a notice specifying the time and place for such hearing. At the hearing, the Board shall take such evidence and hear such testimony as it deems necessary or desirable. The Board shall not exercise any remedies to obtain relief from the default until the hearing is over and the Board has made its determination and served upon or mailed the same to the defaulting member and each such first mortgagee. The hearing may be continued from time to time as determined by the Board. Upon taking such evidence and hearing such testimony, the Board, at the hearing or at such later time, shall determine, in writing, and at its sole option, to waive the default in whole or in part, to extend the time within which the default may be cured, or to proceed immediately to levy a fine or penalty, or to exercise any one or more of the remedies available to the Board due to such default. The Board shall serve upon or mail to the defaulting member, and to each such first mortgagee, a copy of its determination. If the defaulting member (i) does not cure the default or request a hearing within the time limit specified in the original notice of default given pursuant to this Section, or (ii) so requests a hearing, but fails to cure the default (to the extent not waived by the Board) within the extended time, if any, granted by the Board after hearing, then the Board shall serve upon or mail to the defaulting member, and to each such first mortgagee, a written notice of such member's failure to effect a cure, and the Board may then proceed to take such action as it deems necessary to obtain relief.

6.3. *Remedy of Abatement in Addition to Other Remedies.* In the event a member fails to effect the cure specified by the

Board within the time period set out in (i) or (ii) of Section 6.2 hereof, whichever is applicable, where the default is a structure, thing, or condition existing in or on the premises of the member's Unit, the Board, or its duly authorized representative, shall have the right to enter upon the premises of the member's Unit in which, on which, or as to which such default exists, and summarily to abate and remove, at the defaulting member's expense (and levy an assessment therefor as provided in Section 6.1 hereof), the structure, thing, or condition constituting the default, and the Board, the Association, and their agents, employees, and representatives shall not thereby be deemed guilty of any manner of trespass.

6.4. *Injunction.* Any person or class of persons entitled to seek relief for any such default or failure may obtain a temporary restraining order, injunction or similar relief, without first using the procedure established by Section 6.2 hereof, if such default or failure creates an emergency or a situation dangerous to persons or property.

6.5. *Recovery of Attorneys' Fees and Costs.* In any proceeding arising because of an alleged default by a member, the prevailing party shall be entitled to recover the costs of such proceeding and such reasonable attorneys' fees as may be allowed by the court, with interest thereon at eight percent (8%) per annum from the dates such costs are incurred until paid.

6.6. *Nonwaiver of Covenants.* The failure of the Association or of any member thereof to enforce any term, provision, right, covenant, or condition that may be granted by the Declaration, these Bylaws, the Articles, the rules and regulations or the Act, as the same may from time to time be amended, shall not constitute a waiver or abrogation of the right of the Association or a member to enforce such term, provision, right, covenant, or condition in the future, irrespective of the number of violations or breaches thereof that may have occurred.

6.7. *Assessment Liens.* Assessments liens shall be enforced pursuant to the Act and not pursuant to this Article VI.

#### ARTICLE VII.

##### *Amendment*

An amendment to these Bylaws shall be made and approved in the manner set forth in Section 515A.2-119 of the Act, and once made, shall become effective when recorded in the same manner and place as an amendment to the Declaration.

#### ARTICLE VIII.

##### *General Provisions*

##### *8.1. Rules and Regulations.*

(a) *By the Board.* The Board may promulgate from time to time such rules and regulations as it deems reasonable and necessary governing the administration, management, operation, and use of the Common Elements so as to promote the common use and enjoyment thereof by Unit Owners and Occupants and for the protection and preservation thereof. In addition the Board may adopt such rules and regulations as it deems reasonable and necessary with respect to Units to provide for the common good and enjoyment of all Unit Owners and Occupants, including, without limitation, the right to adopt such rules and regulations with reference to children, animals and leases.

(b) *By the Association.* Any such rule or regulation adopted by the Board may be amended, modified, or revoked, and new and additional rules and regulations may be adopted, by members at an annual or special meeting of the members. Any such act of the members shall control over any contrary rule or regulation then or thereafter adopted by the Board.

(c) *Uniform Application.* All rules and regulations shall be equally and uniformly applicable to all Unit Owners, Occupants and Units, but need not be equally and uniformly applicable if it is determined that such unequal or nonuniform application is in the best interest of the Association or if equal and uniform application is not practicable.

(d) *Copies Furnished.* Copies of all such rules and regulations and any amendments thereto shall be furnished to all members, and a copy shall be posted or otherwise made available to members at the office of the Association. However, failure to furnish, or post, or make available, such rules or regulations shall not affect in any way their validity or enforceability.

8.2. *Parliamentary Authority.* Robert's Rules of Order, Newly Revised, shall govern the conduct of Association proceedings when not in conflict with the Declaration, these Bylaws, the Articles, the Act or any statutes of the State of Minnesota applicable thereto. The chairman of the meeting shall have the authority to appoint a parliamentarian.

8.3. *Compliance with the Act; Conflict; Severability.* These Bylaws are established in compliance with the Act, as amended. Should any of the terms, conditions, provisions, paragraphs or clauses of these Bylaws conflict with any of the provisions of the Act, the provisions of the Act shall control. In the case of any conflict between the provisions of these Bylaws and the Declaration, the Declaration shall control. If any term, provision, limitation, paragraph or clause of these Bylaws, or the application thereof to any person or circumstance, is judicially held to be invalid, such determination shall not affect the enforceability, validity or effect of the remainder of these Bylaws, or the application thereof to any other person or circumstance.

8.4. *Corporate Seal.* The Association shall have a corporate seal.

8.5. *Interpretation of Bylaws.* Whenever appropriate the singular number may be read as the plural, and the plural may be read as the singular. The masculine gender may be read as the feminine gender or as the neuter gender. Compound words beginning with the prefix "here" shall be read as referring to this entire set of Bylaws and not merely to the part of it in which they appear.

The undersigned, the duly elected and acting Secretary of the Association, hereby certifies that the foregoing Bylaws have been duly adopted by the Association, and are in full force and effect as of the date hereof.

Dated: \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Secretary

8.4. *Corporate Seal.* The Association shall have a corporate seal.

8.5. *Interpretation of Bylaws.* Whenever appropriate the singular number may be read as the plural, and the plural may be read as the singular. The masculine gender may be read as the feminine gender or as the neuter gender. Compound words beginning with the prefix "here" shall be read as referring to this entire set of Bylaws and not merely to the part of it in which they appear.

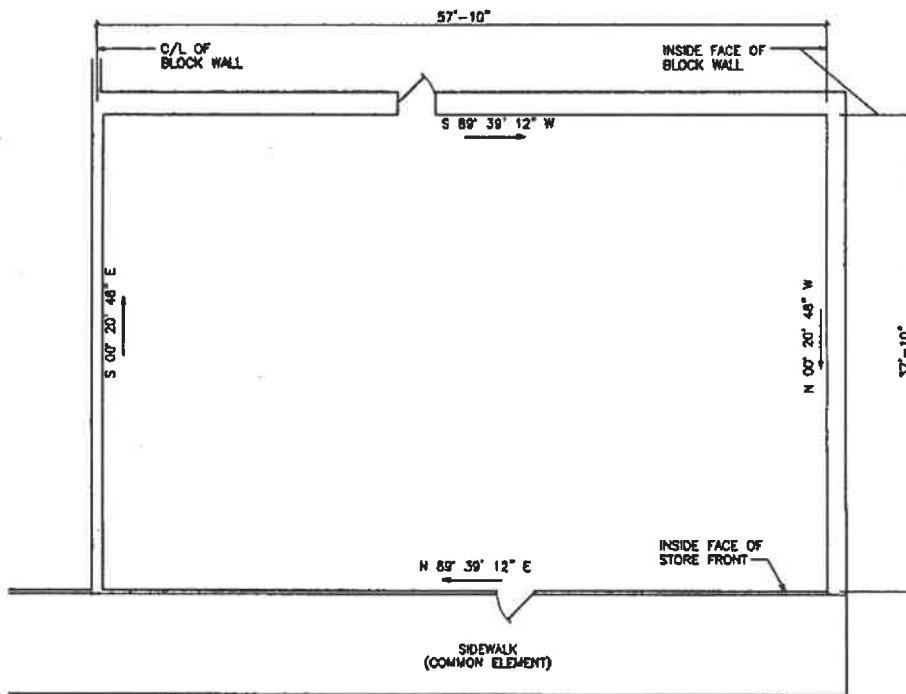
The undersigned, the duly elected and acting Secretary of the Association, hereby certifies that the foregoing Bylaws have been duly adopted by the Association, and are in full force and effect as of the date hereof.

Dated: \_\_\_\_\_, 19\_\_\_\_.

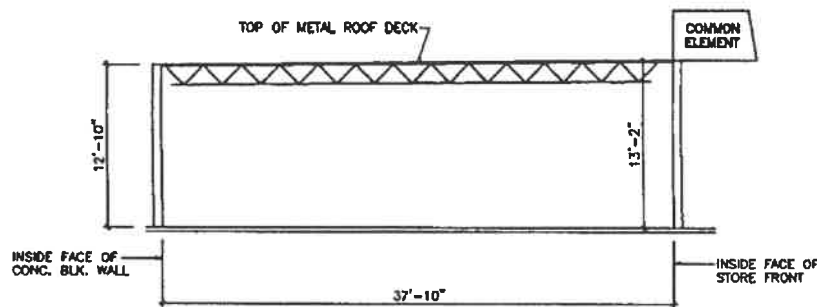
\_\_\_\_\_  
Secretary

**Exhibit D- Reservations**

There is reserved from this Declaration for the benefit of the Declarant and any future owners of that property described on Exhibit A-I hereunto attached (Additional Property), easements over that portion of the property described as Common Paved Parking Area and Common Unpaved Parking Area on the Plat entitled "Condominium Survey for Sam Hay" dated January 21, 1998, prepared and certified by Charles Harold Moss, PE No 8738, for the purposes of providing non-exclusive vehicular parking for and vehicular and pedestrian ingress and egress to such property by its owners, tenants and their invitees.

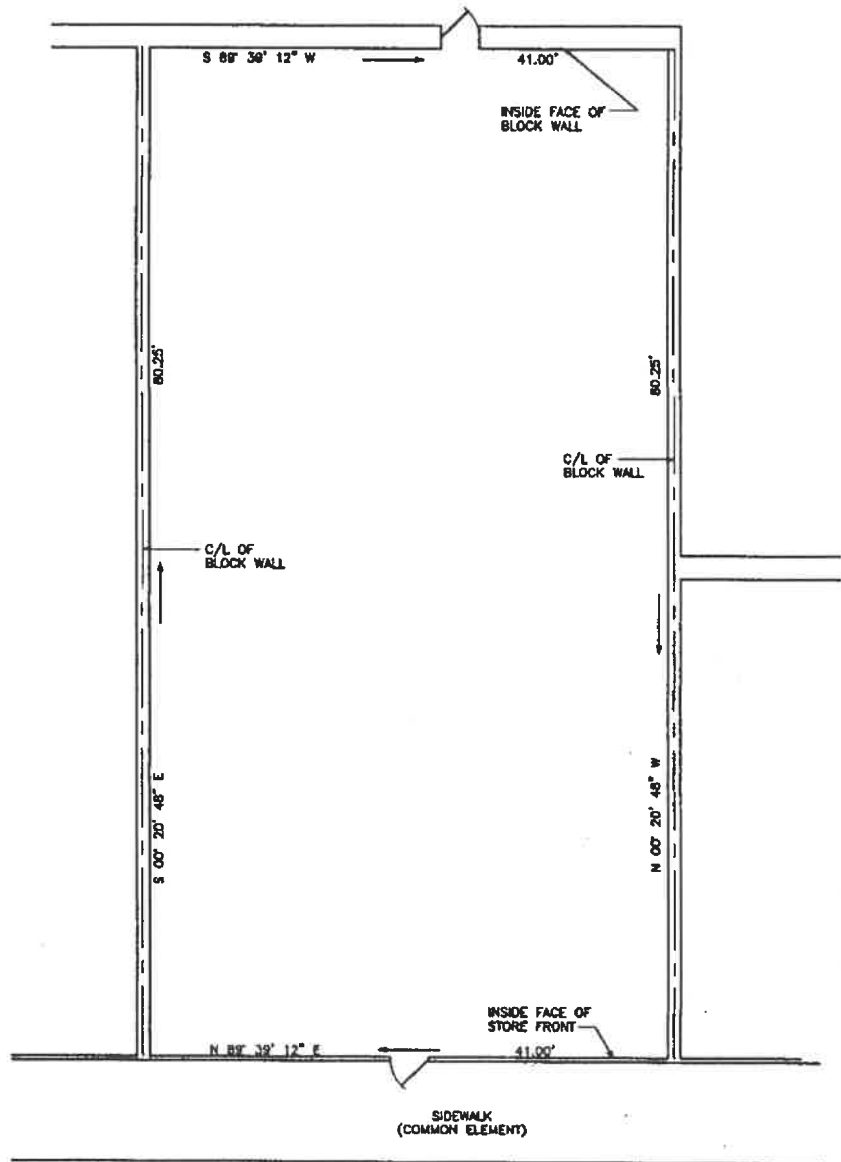


FLOOR PLAN  
UNIT 4124  
1" = 10'



SECTION THRU UNIT 4124

00706  
0619



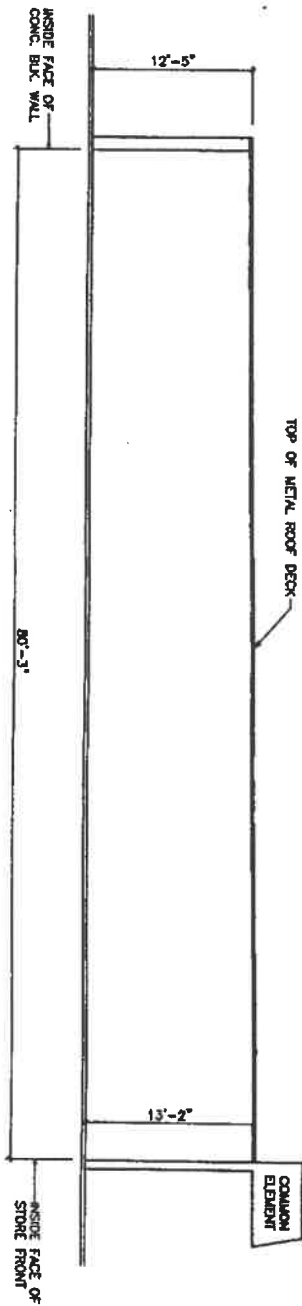
FLOOR PLAN  
UNIT 4128  
1" = 10'

14B

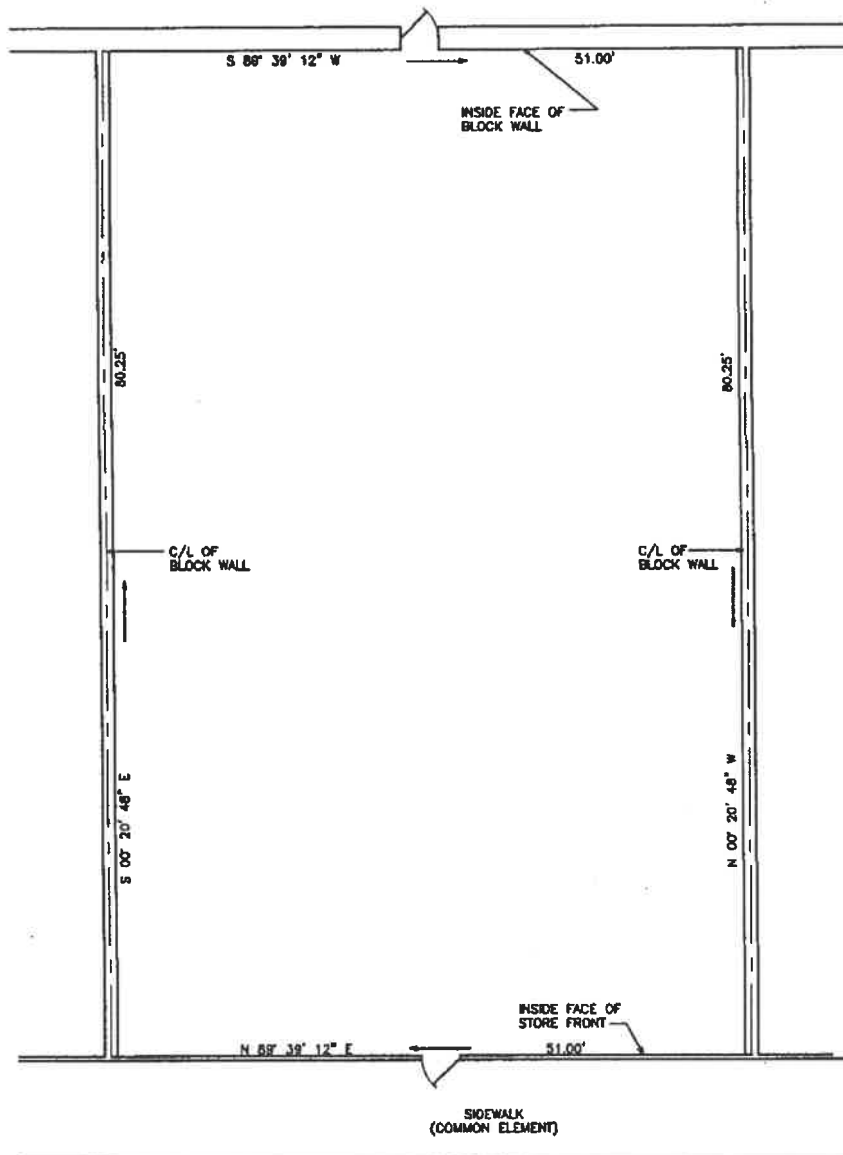
BOOK 706 PAGE 619



SECTION THRU UNIT 4128



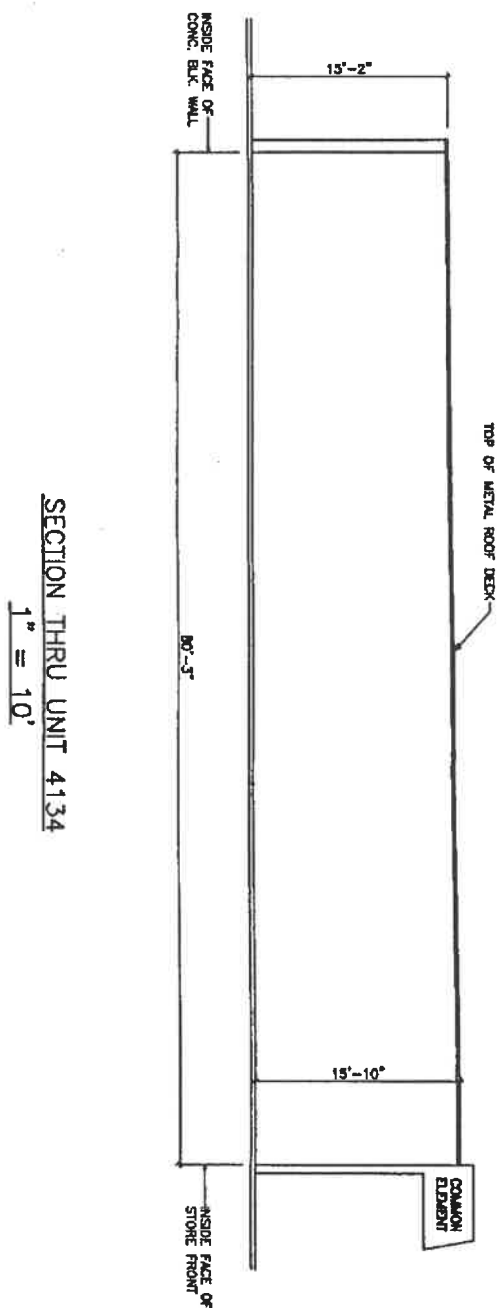
00706  
0621



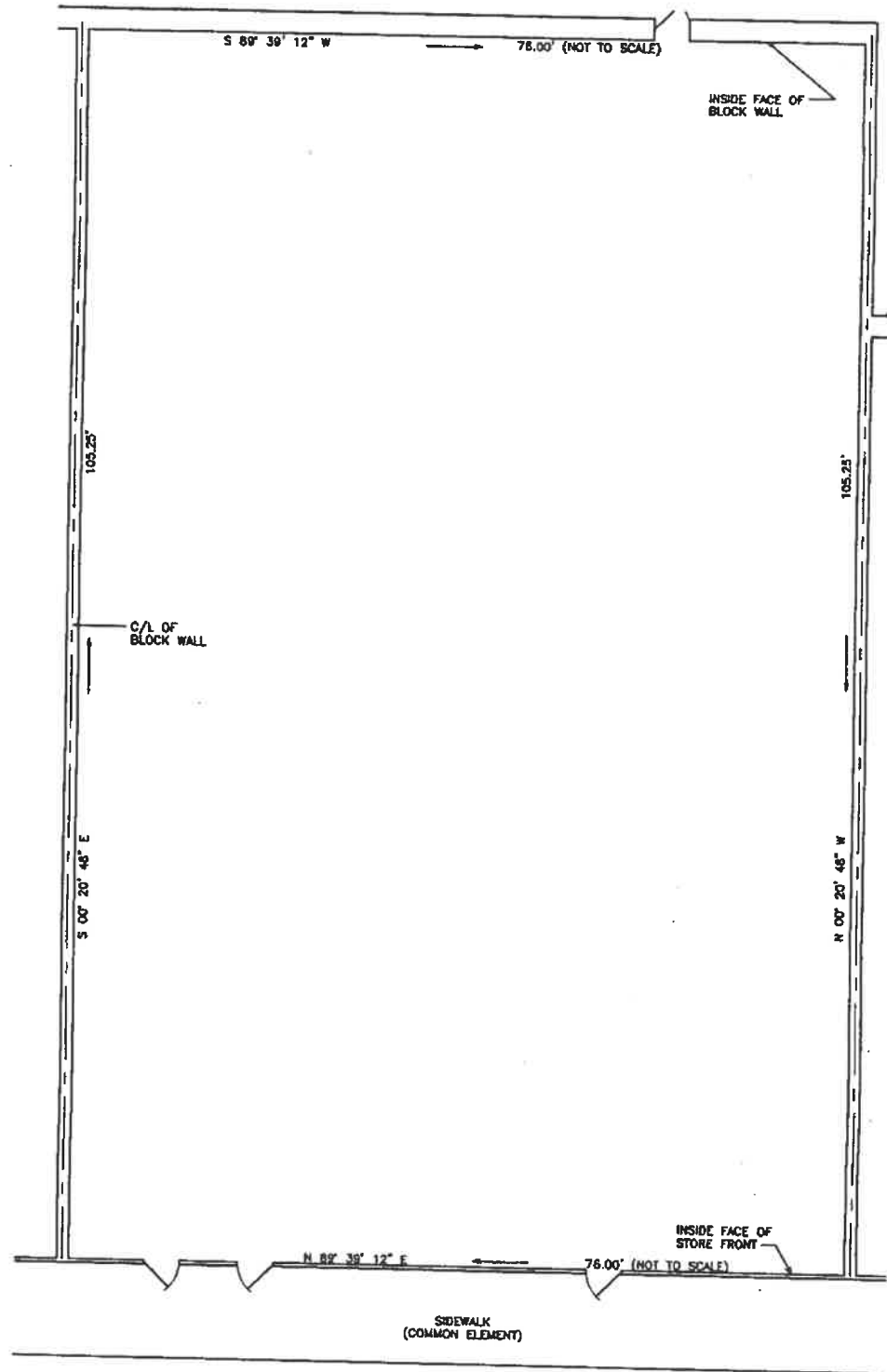
FLOOR PLAN  
UNIT 4134  
1" = 10'

14D

BOOK 706 PAGE 621



00706  
0623



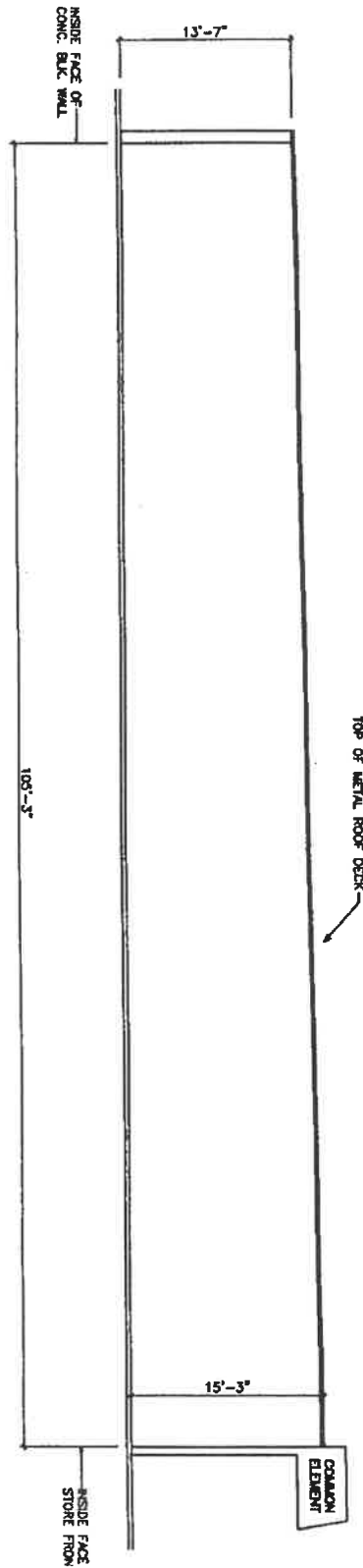
FLOOR PLAN  
UNIT 4136  
1" = 10'

14F

BOOK 706 PAGE 623

00706  
0624

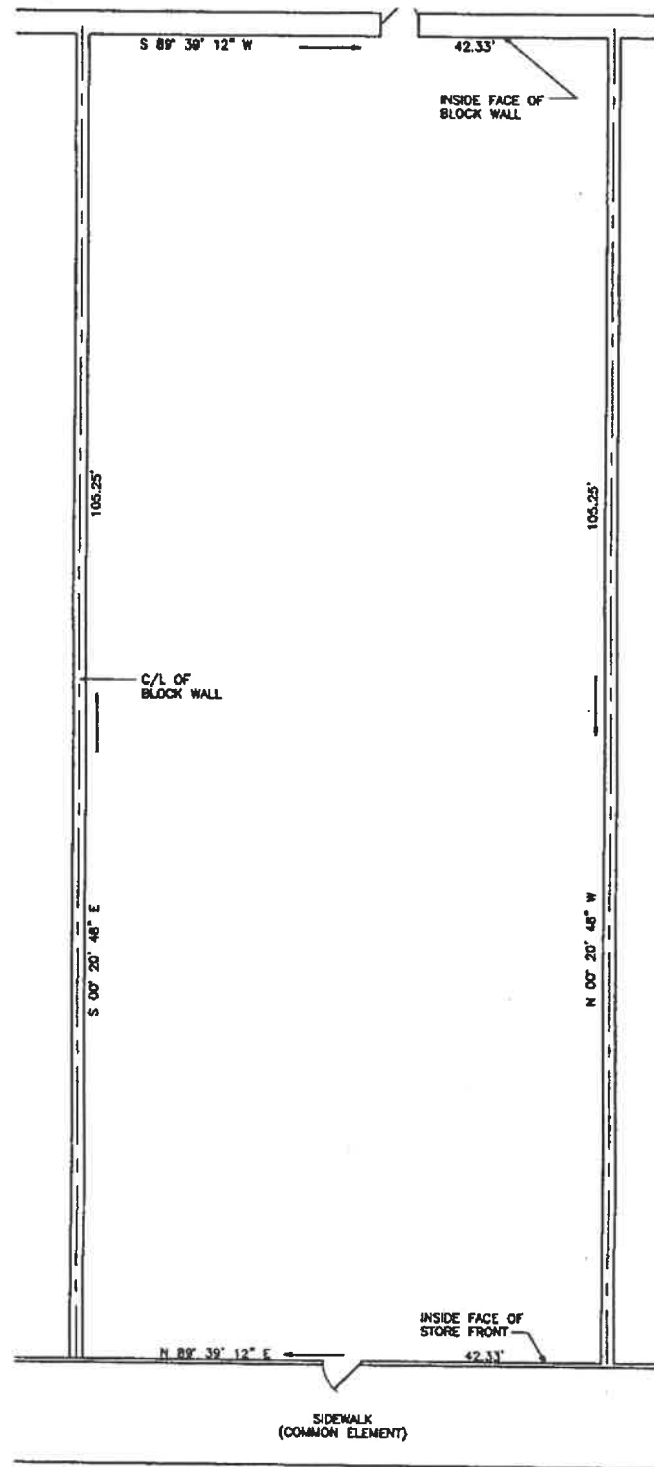
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1" = 10'



14G

BOOK 706 PAGE 624

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0625

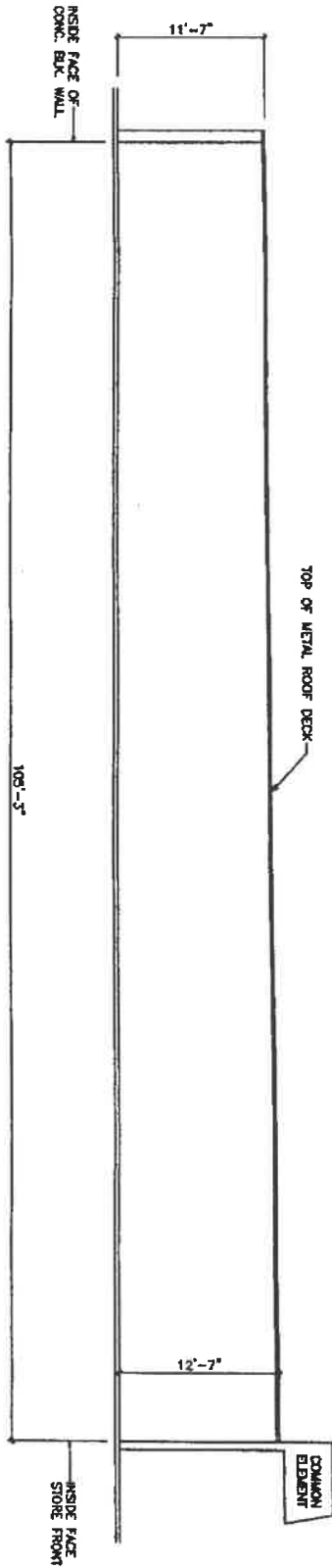


FLOOR PLAN  
UNIT 4146  
1" = 10'

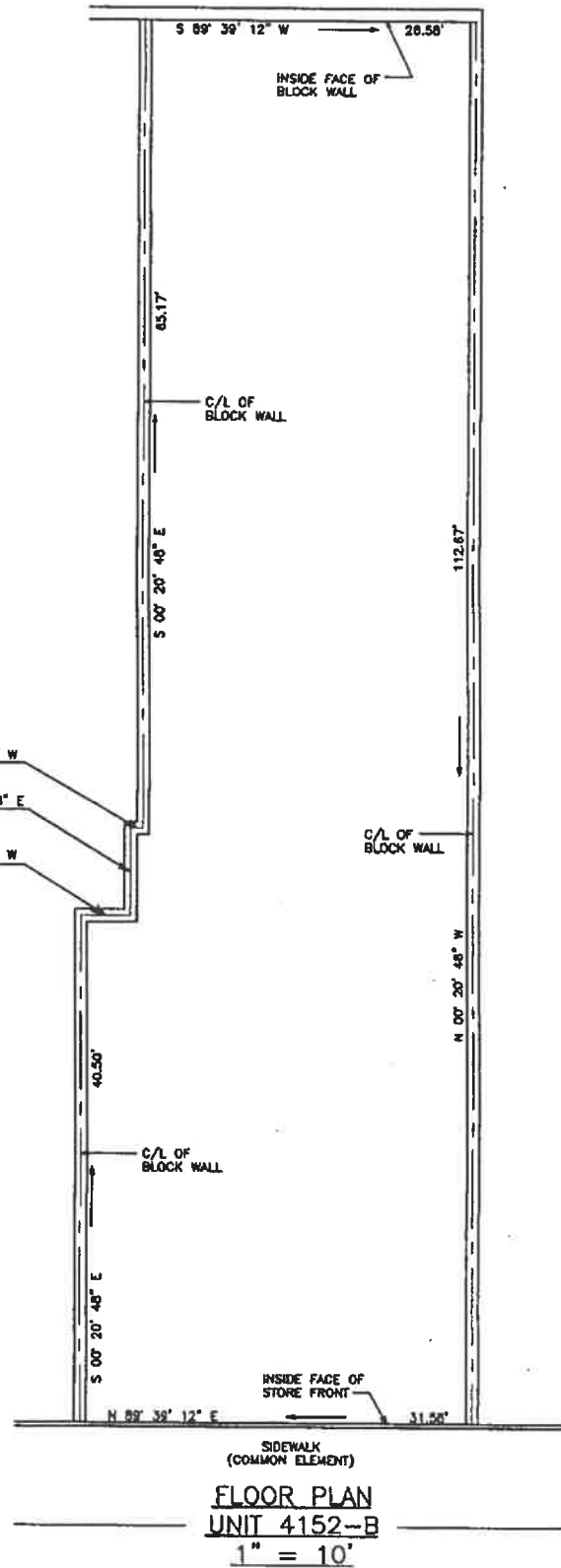
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BOOK 706 PAGE 625

SECTION THRU UNIT 4146  
1" = 10'



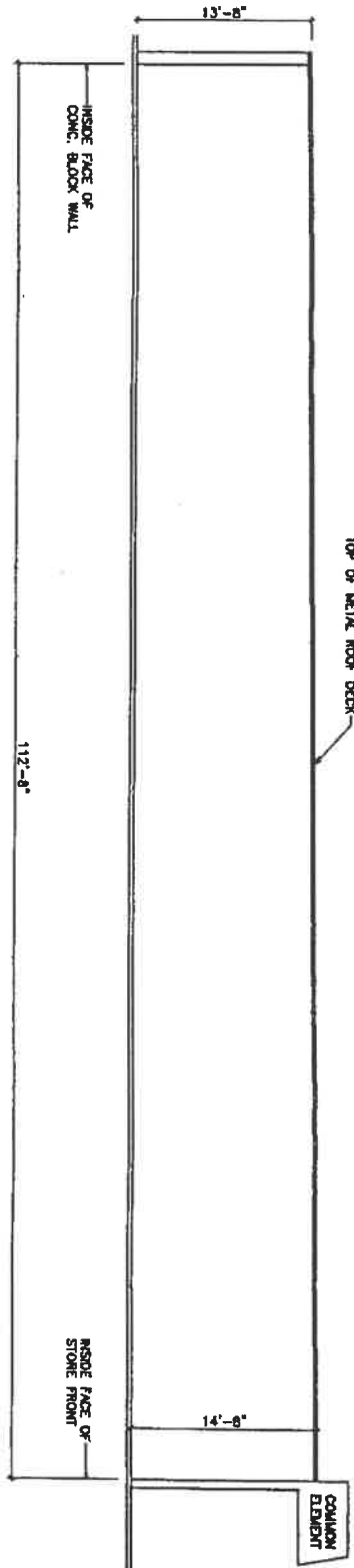
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14J BOOK 706 PAGE 627

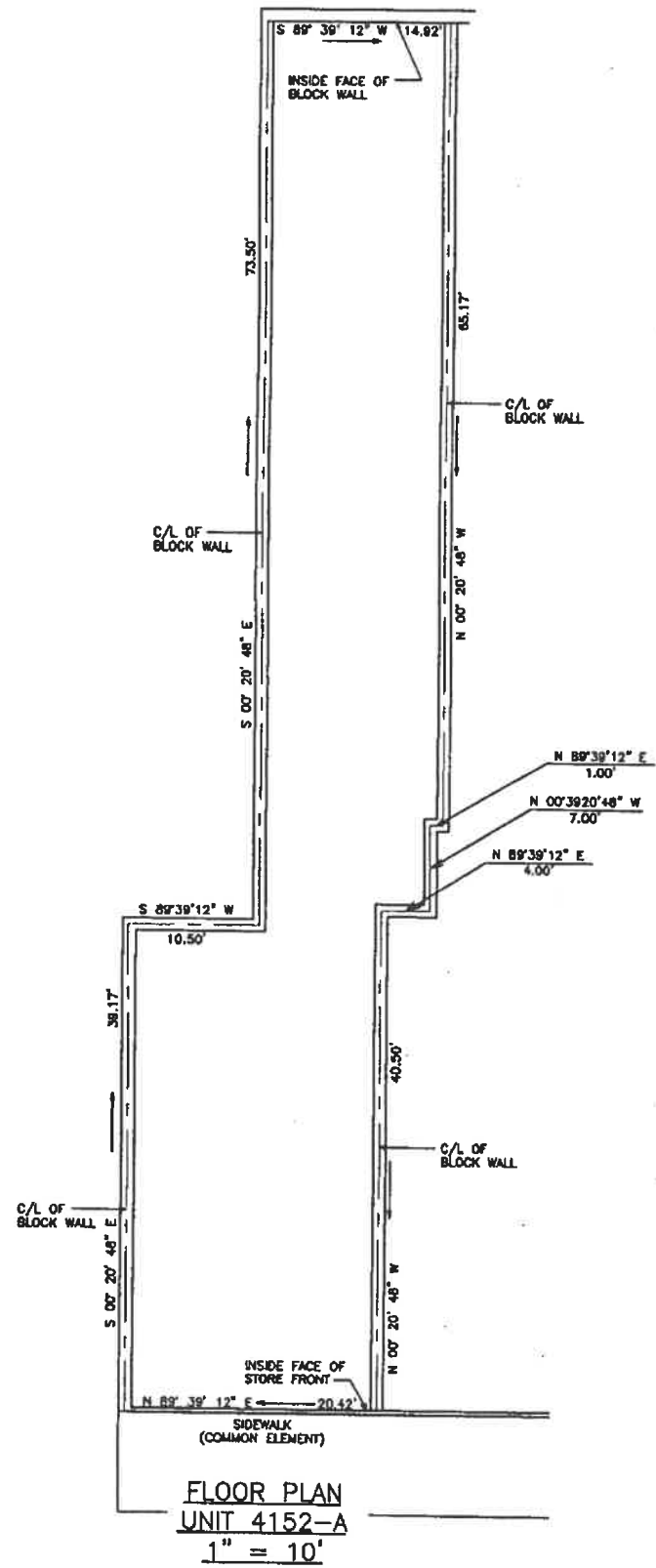


SECTION THRU UNIT 4152-B  
1" = 10'



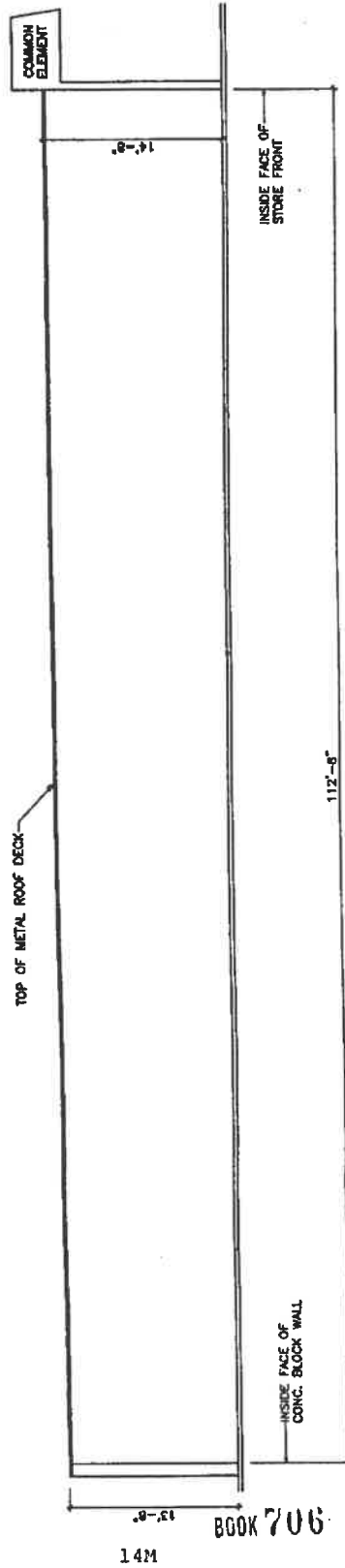
14K

00706  
0629



14L

BOOK 706 PAGE 629



SECTION THRU UNIT 4152-A  
1" = 10'