



Deed Doc: CND0
Recorded 02/28/2007 03:21PM

KW

Beverly Logan
Clerk Superior Court, Athens-Clarke County, Ga.
Bk 03272 Pg 0442-0534

Return to: Weissman, Nowack, Curry & Wilco, P.C.
One Alliance Center, 4th Floor
3500 Lenox Road
Atlanta, Georgia 30326
Attention: Linda B. Curry

STATE OF GEORGIA
COUNTY OF ATHENS-CLARKE

Reference: Deed Book: 3068
Page: 187

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR THE GEORGIAN CONDOMINIUM

IMPORTANT NOTICE:

CLOSING ATTORNEYS SHOULD CONTACT THE ASSOCIATION FOR ESTOPPEL CERTIFICATES REGARDING BOTH ASSESSMENTS/ CHARGES DUE ON UNITS AND ANY UNCURED ARCHITECTURAL VIOLATIONS OR UNAUTHORIZED IMPROVEMENTS TO UNITS, PURSUANT TO THE PROVISIONS HEREOF.

COPYRIGHT ©2007 All rights reserved. This Amended and Restated Declaration of Condominium may be used only in connection with The Georgian Condominium and the operation of The Georgian Unit Owners' Association, Inc.



WHEREAS, the Georgian Unit Owners Association, Inc., a Georgia not-for-profit corporation, recorded an Amended and Restated Declaration of Condominium for The Georgian Condominium, on April 7, 2006, in Deed Book 3068, Page 187, et seq., Athens-Clarke County, Georgia Records (hereinafter referred to as the "Restated Declaration"); and

WHEREAS, a plat of survey related to the Condominium prepared by Ben McLeroy dated February 7, 2006 and last amended on March 8, 2006, was filed in Book C2, Page 177, Athens-Clarke County, Georgia Records; and

WHEREAS, floor plans relating to the Condominium prepared by Joseph E. Rabun were filed in Book OFLRP, Page 252 et seq., Athens-Clarke County, Georgia Records; and

WHEREAS, Paragraph 22 of the Restated Declaration provides that the Declaration may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the members of the Association holding two-thirds (2/3) of the Total Association Vote; and

WHEREAS, Paragraph 22 of the Restated Declaration provides that if an amendment modifies, alters, or deletes the permissible uses of the Commercial Unit, such amendment requires written consent of the Owner of the Commercial Unit; and

WHEREAS, The amendments herein are not "material amendments to the Declaration" that require approval by Eligible Mortgage Holders pursuant to Paragraph 22 of the Restated Declaration; and

WHEREAS, at least two-thirds (2/3) of the Total Association Vote, including the Owner of the Commercial Unit have approved this amendment;

WHEREAS, floor plans relating to the Condominium prepared by Joseph E. Rabun were filed in Book FLPL, Page 219, et seq., Athens-Clarke County, Georgia Records; and

NOW, THEREFORE, the Restated Declaration and all exhibits thereto, are hereby stricken in their entirety and the following is simultaneously substituted therefor:



TABLE OF CONTENTS

<u>Paragraph</u>	<u>Page</u>
1. NAME.....	1
2. DEFINITIONS.....	1
3. LOCATION, PROPERTY DESCRIPTION, PLATS AND PLANS.....	4
4. UNITS AND BOUNDARIES.....	4
5. COMMON ELEMENTS.....	5
6. LIMITED COMMON ELEMENTS.....	6
7. ASSOCIATION MEMBERSHIP AND ALLOCATION OF VOTES.....	7
8. ALLOCATION OF LIABILITY FOR COMMON EXPENSES.....	7
9. ASSOCIATION RIGHTS AND RESTRICTIONS.....	8
10. ASSESSMENTS.....	9
11. MAINTENANCE RESPONSIBILITY.....	13
12. ARCHITECTURAL CONTROLS.....	16
13. USE RESTRICTIONS.....	20
14. LEASING.....	30
15. SALE OF UNITS.....	34
16. INSURANCE.....	35
17. REPAIR AND RECONSTRUCTION.....	37
18. EMINENT DOMAIN.....	38
19. EASEMENTS.....	39
20. MORTGAGEE'S RIGHTS.....	42
21. GENERAL PROVISIONS.....	44
22. AMENDMENTS.....	46
23. GENERAL PROVISIONS.....	47



Bk 03272 Pb 0445

EXHIBITS

DESCRIPTION OF SUBMITTED PROPERTY....."A"
UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS AND
LIABILITIES FOR COMMON EXPENSES "B"
FAÇADE BASEMENT..... "C"
BYLAWS..... "D"



1. NAME.

The name of the condominium is The Georgian Condominium which condominium is submitted to the Georgia Condominium Act, O.C.G.A. § 44-3-70, *et seq.* (1991 and Supp. 2002).

2. DEFINITIONS.

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

(a) Act means the Georgia Condominium Act, O.C.G.A. § 44-3-70, *et seq.* (1991 and Supp. 2002), as such Act may be amended from time to time.

(b) Architectural Control Committee or ACC means the committee established to exercise the architectural review powers set forth herein, which shall be the Board of Directors of the Association unless the Board appoints a separate Architectural Control Committee.

(c) Area of Common Responsibility means and refers to the Common Elements, together with those areas, if any, which by the terms of this Declaration or by contract or agreement with any other Person, become the maintenance responsibility of the Association. Any public rights-of-way within or adjacent to the Condominium, may be considered by the Board to be part of the Area of Common Responsibility.

(d) Articles or Articles of Incorporation means the Articles of Incorporation of The Georgian Unit Owners' Association, Inc., which have been filed with the Secretary of State of the State of Georgia.

(e) Association means The Georgian Unit Owners' Association, Inc., a Georgia nonprofit corporation, its successors or assigns.

(f) Board or Board of Directors means the body responsible for management and operation of the Association.

(g) Bylaws means the Bylaws of The Georgian Unit Owners' Association, Inc., attached to this Declaration as Exhibit "D" and incorporated herein by this reference.

(h) Commercial Unit means any space shown on the Floor Plans for the Condominium recorded in the Athens-Clarke County, Georgia records marked as "Commercial Unit" or "CU" (which may be followed by a number to distinguish one (1) Commercial Unit from another).

(i) Common Elements means those portions of the property subject to this Declaration, which are not included within the boundaries of a Unit, as more particularly described in this Declaration.

(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.



(k) Community-Wide Standard means the standard of conduct, maintenance, or other activity generally prevailing within the Condominium. Such standard may be more specifically determined by the Board of Directors and the Architectural Control Committee.

(l) Condominium means all that property described in Exhibit "A" attached hereto and incorporated herein by this reference, submitted to the provisions of the Act by this Declaration.

(m) Condominium Instruments mean this Declaration and all exhibits hereto including the Association's Bylaws and the Survey and Floor Plans, all as may be supplemented or amended from time to time.

(n) Contractor means any Person, firm, partnership, corporation, association, or other organization that is engaged in the business of designing, developing, constructing, or selling dwellings or the alteration of or addition to an existing dwelling, repair of a new or existing dwelling, or construction, sale, alteration, addition, or repair of an appurtenance to a new or existing dwelling, including, but not limited to, Declarant. The term includes:

- (i) An owner, officer, director, shareholder, partner, or employee of the contractor;
- (ii) Subcontractors and suppliers of labor and materials used by a contractor in a dwelling; and
- (iii) A risk retention group registered under applicable law, if any.

(o) Declarant means Georgian Redevelopment Company, Inc., a Georgia corporation, its respective successors and assigns and any other Person as further set forth in Section 44-3-71(13) of the Act, provided that such successors and/or assignee are designated in writing by Declarant as its successor and/or assign of the rights of Declarant set forth herein.

(p) Director means a member of the Association's Board of Directors.

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

(r) Effective Date means the date that this Declaration is recorded in the Athens-Clarke County, Georgia land records.

(s) Electronic Document means information created, transmitted, received or stored by electronic means and retrievable in human perceivable form including, without limitation, e-mail, web pages, electronic documents, and facsimile transmissions.

(t) Electronic Signature means a signature created, transmitted, received or stored by electronic means and includes, but is not limited to, a Secure Electronic Signature

(u) Eligible Mortgage Holder means those holders of first Mortgages secured by Units in the Condominium who have requested notice of certain items as set forth in this Declaration.

(v) Facade Easement means the Deed of Façade Easement between Georgian Apartment Associates, Ltd. and Athens Clarke Heritage Foundation, a Georgia non-profit corporation dated



December 23, 1985, recorded December 26, 1985, in Deed Book 592, Page 70, Athens-Clarke County, Georgia records, attached hereto as Exhibit "C" and incorporated herein by this reference, as amended or as may be amended.

(w) Floor Plans means the floor plans for The Georgian Condominium, to be filed in the Athens-Clarke County, Georgia records simultaneously with the filing of this Declaration.

(x) 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 in this Declaration.

(y) Majority means more than fifty percent (50%) of the total eligible number.

(z) Mortgage means to 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.

(aa) Mortgagee or Mortgage Holder means the holder of any Mortgage.

(bb) Occupant means any Person (i) staying overnight in a Unit for a total of more than thirty (30) days, either consecutive or nonconsecutive, in any calendar year, regardless of whether such Person is a tenant or the Owner of such Unit, or (ii) regularly occupying a Commercial Unit for retail or business purposes as an owner or employer of such business.

(cc) Officer means an individual who is elected by the Board of Directors to serve as President, Vice President, Secretary, or Treasurer or to hold such other office as may be established by the Board of Directors.

(dd) Owner means the record titleholder of a Unit within the Condominium, but shall not include a Mortgage Holder. For purposes hereof, the holder of a tax deed on a Unit shall be deemed the Owner thereof, notwithstanding the fact that there may exist a right of redemption on such Unit.

(ee) Penthouse Residential Unit means any space shown on the Floor Plans for the Condominium recorded in the Athens-Clarke County, Georgia records marked as "Penthouse Residential Unit."

(ff) Person means any individual, corporation, limited liability company, firm, association, partnership, trust, or other legal entity.

(gg) Residential Unit means all Units except for any Commercial Unit or Penthouse Residential Unit as defined above.

(hh) Secure Electronic Signature means an electronic or digital method executed or adopted by a Person with the intent to be bound by or to authenticate a record, which is unique to the Person using it, is capable of verification, is under the sole control of the Person using it, and is linked to data in such a manner that if the data is changed, the electronic signature is invalidated.

(ii) Survey means the plat of survey for The Georgian Condominium, filed in Book C2, Page 177 of the Athens-Clarke County, Georgia records.



(jj) Total Association Vote means all of the eligible votes attributed to members of the Association (including votes attributable to Declarant), and the consent of Declarant for so long as Declarant owns a Unit primarily for the purpose of sale.

(kk) Unit means that portion of the Condominium intended for individual ownership and use as more particularly described in this Declaration and shall include the undivided ownership in the Common Elements assigned to the Unit by this Declaration.

3. LOCATION, PROPERTY DESCRIPTION, PLATS AND PLANS

The Condominium subject to this Declaration and the Act is located in the 216th Georgia Militia District of Athens-Clarke County, Georgia, being more particularly described in Exhibit "A" attached to this Declaration and incorporated herein by this reference. The Survey and Floor Plans are incorporated herein by reference as fully as if the same were set forth in their entirety herein.

So long as Declarant owns a Unit, Declarant reserves the right, but shall have no obligation, to make improvements and changes to all or part of the Common Elements and the Units owned by Declarant (other than changes to the location of Unit boundaries unless expressly permitted herein), including, without limitation, addition and realignment of parking spaces, addition and reconfiguration of storage spaces, renovation and installation of changes to utility systems and facilities, rearrangement and installation of security and refuse facilities, work relating to building exteriors, and extension of the drives and utility lines and pipes located on the Condominium.

4. UNITS AND BOUNDARIES.

The Condominium will be divided into thirty-three (33) separate Residential Units, one (1) Penthouse Residential Unit, three (3) Commercial Units, and Common Elements, some of which may be assigned as Limited Common Elements. Each Unit consists of a dwelling or commercial space, as applicable, and its appurtenant percentage of undivided interest in the 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 and the Floor Plans. Each Unit includes that part of the structure, which lies within the following boundaries:

(a) Vertical Boundaries. The vertical (lateral) boundaries of each Unit are the planes formed by the inner, interior surfaces (facing toward such Unit) of the masonry or brick comprising a part of the exterior walls enclosing such Unit and the inner, interior surfaces (facing towards such Unit) of the wood or metal stud framing comprising a part of the walls separating such Unit from any other Unit. Such vertical boundaries shall be deemed to include all doors, windows and screens serving such Unit, and all lath, wallboard, molding, tiles, wallpaper, paint, and any other materials constituting any part of the interior, finished surfaces of the walls enclosing such Unit, irrespective of whether any of the same are in fact located within the vertical boundaries herein described.

(b) Horizontal Boundaries.

(i) The upper horizontal boundaries of each Unit are the planes formed by the lower, interior surfaces (facing toward such Unit) of the concrete slab or concrete subflooring, as the case may be, comprising a part of the floor of the lowermost story of the Unit located immediately above such Unit, except that the upper horizontal boundaries of any Unit or the portion of any Unit located on the uppermost story of the building in which the Units are located shall be the lower, interior surfaces (facing toward such Unit) of the metal ceiling joists located between the concrete slab comprising a part of the roof of such building and the wallboard or acoustical tile (as the case may



be) forming a part of the ceilings of such Unit or Units. Such ceiling joists shall constitute Common Elements.

(ii) The lower horizontal boundaries of each Unit are the planes formed by the upper, interior surfaces (facing toward such Unit) of the concrete slab or concrete subflooring, as the case may be, comprising the floors of the lowermost story of each such Unit, provided, that for purposes of this subparagraph (ii), the term "story" shall include the basement level of the building in which the Units are located.

(iii) The horizontal boundaries of the Units, as herein described, shall be deemed to include all wallboard, paint, tiles, finished flooring, and any other materials constituting any part of the finished surfaces of the floors and ceilings enclosing such Unit, irrespective of whether any of the same are in fact located within the horizontal boundaries herein described.

(c) All of the vertical and horizontal boundaries of the Units herein described shall be extended to the intersections with each other.

(d) All of the boundaries herein described are shown and depicted on the Floor Plans.

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

The Common Elements consist of all portions of the Condominium not located within the boundaries of a Unit. The Common Elements include, without limitation, certain utility infrastructures, paving, the foundation, roof, exterior walls of the building, landscape areas, outside parking area and lighting for same, clubroom, terrace, media center, mail area, stairs, hallways, lobby, elevator, elevator shaft, restrooms in basement, mechanical rooms, storage room, maintenance shop, telephone closets, furnace closets, security room, dumpster, trash bin, trash chutes, limited access entry system, and all other lighting in any Common Element of the Condominium building.

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

The Common Elements shall remain undivided, and no Owner 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 purposes for which they are intended, but no such use shall enter or encroach upon the lawful rights of the other Owners.

6. LIMITED COMMON ELEMENTS.

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

(i) hallways, corridors, and stairs serving more than one (1) but less than all Units, as shown on the Floor Plans, are assigned as Limited Common Elements to the Units that they serve;

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

(iii) any utility meter which serves only one (1) Unit is assigned as a Limited Common Element to the Unit so served;

(iv) parking spaces 24 and 25 and storage spaces 11, 14 and 22 are assigned as Limited Common Elements to Commercial Unit 1;

(v) parking space 21 and storage spaces 3 and 5 are assigned as a Limited Common Elements to the Penthouse Residential Unit and Storage Space 29 is assigned as a Limited Common Element to Commercial Unit 2;

(vi) except for the parking spaces assigned above, the parking area located within the Condominium is assigned as a Limited Common Element to the Units which have two (2) bedrooms, as shown on Exhibit "B", such parking spaces to be used in accordance with subparagraph 13(h) below;

(vii) except for the storage spaces assigned above, storage spaces may be initially assigned or reassigned to a Unit as Limited Common Elements by an amendment to this Declaration as provided in subparagraphs (b) and (c) below;

(viii) the media center is assigned as a Limited Common Element to the Residential Units, Penthouse Residential Unit and Commercial Unit 2; and

(ix) each Unit is assigned one (1) mail slot, to be initially assigned in the sole discretion of Declarant.

(b) The Association's Board of Directors, without need for a membership vote, is hereby authorized to assign and to reassign Limited Common Elements and Common Elements not previously assigned, 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 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. For so long as Declarant owns a Unit primarily for the purpose of sale, an amendment to assign a Common Element, not previously assigned as a Limited Common Element shall be executed by the officers of the Association, if the request is made by Declarant. The Board has the right to approve or disapprove any such request made by any Person other than Declarant.

(c) For so long as Declarant owns any Unit primarily for the purpose of sale, Declarant shall have the right to sell to Owners one (1) or more storage spaces to be assigned as Limited Common Elements pursuant to subparagraphs (a) and (b) above. The proceeds of the sale of storage spaces as Limited Common Elements shall belong to Declarant.

7. ASSOCIATION MEMBERSHIP AND ALLOCATION OF VOTES.

(a) Membership. The Association shall have one class of membership and every Owner of every Unit shall be deemed to have a membership in the Association. This is not intended to include Persons who hold an interest merely as security for the performance of an obligation, but the giving of a security interest shall not terminate the Owner's membership. No Owner, whether one or more Persons, shall have more than one (1) membership per Unit owned. Membership shall be appurtenant to and may not be separated from ownership of any Unit.

(b) Voting. Members shall be entitled to one (1) vote for each Unit owned which shall be weighted according to the percentage interests set forth in Exhibit "B." When more than one (1) Person holds an ownership interest in any Unit, the vote for such Unit shall be exercised as those Owners determine among themselves and advise the Secretary prior to any meeting. In the absence of such advice, the Unit's vote shall be suspended if more than one (1) Person seeks to exercise it.

8. ALLOCATION OF LIABILITY FOR COMMON EXPENSES.

(a) General Allocations. Except as provided below or elsewhere in the Act or Condominium Instruments, the amount of all Common Expenses may be assessed against all the Units in accordance with the percentage of undivided interest in the Common Elements appurtenant to the Unit as set forth in Exhibit "B" attached hereto and incorporated herein by this reference.

(b) Specific Special Assessments. Notwithstanding the above, the Board of Directors shall have the power to levy specific special assessments against Units pursuant to this Paragraph and to Section 44-3-80(b) of the Act as, in its discretion, it shall deem appropriate. Failure of the Board of Directors to do so 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.

(i) Any Common Expenses benefiting less than all of the Units or significantly disproportionately benefiting all Units shall be specially assessed equitably among all of the Units that are benefited according to the benefit received. Specifically, the off-site parking area will only be used by the Residential Units and not by the Commercial Units or Penthouse Residential Unit. Therefore, all costs associated with the off-site parking shall be specially assessed among the Residential Units. Except for expenses for maintenance, repair or replacement of Limited Common Elements, which shall be specifically specially assessed, expenses incurred for the maintenance, repair or replacement of the Area of Common Responsibility, shall not be specifically specially assessed.



(ii) Any Common Expenses occasioned by the conduct of less than all of those entitled to occupy all of the Units or by the Occupant(s), licensees or invitees of any such Unit or Units shall be specifically specially assessed against such Unit or Units.

(c) The Condominium is currently served by a common water meter; however, Commercial Unit 1 is submetered and is specifically assessed for water usage each month by the Association. In the future, the Board shall have the authority to also assess as a specific special assessment, as provided in subparagraph (b)(i) above, individual Residential Units, the remaining Commercial Units, and the Penthouse Residential Unit utility usage charges, based on (i) the number of bathrooms in each Unit, (ii) a "residential utility billing" system, or (iii) sub-metering.

If the Board chooses to impose a "residential utility billing" system, the Board shall have the right to add a charge for the cost of overhead for such services. "Residential Utility Billing" systems base utility charges upon a Unit's square footage as a percentage of the total square footage of all Units in the Condominium together with a factor based on the number of Occupants for each Unit. This is the system currently in place for water service to the Condominium, although it may be replaced with a submetering system at a later date.

If the Board chooses to install submeters for each Residential Unit or the Penthouse Residential Unit (which decision shall be in the sole discretion of the Board), the costs of doing so shall be charged back to such Units as specific special assessments. Thereafter, the Board shall have the authority to assess individual Residential Units or the Penthouse Residential Unit utility usage charges as specific special assessments based on readings of the submeters. In the alternative, the Board has the right to specifically specially assess the Residential Units or the Penthouse Residential Unit based upon reasonable estimates of utility usage charges with adjustments after periodic submeter readings. The Board also shall have the right to add a charge for the overhead for such sub-metering and meter reading.

9. ASSOCIATION RIGHTS AND RESTRICTIONS.

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

(a) to enter into Units for maintenance, emergency, security, or life-safety purposes, which right may be exercised by the Board of Directors, officers, agents, employees, managers, and all police officers, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall be only during reasonable hours and after reasonable notice to the Owner or Occupant of the Unit. For the purposes of this Paragraph, an emergency justifying immediate entry into a Unit shall include, but not be limited to, the following situations: a water or other utility leak, fire, strong foul odor, obvious insect infestation or sounds indicating that a Person or animal might be injured or sick and require immediate medical attention. No one exercising the rights granted in this subparagraph shall be liable for trespass, damages, or in any other manner by virtue of exercising such rights, except as provided in the Act. The failure to exercise the rights herein or to exercise said rights in a timely manner shall not create liability to any of the above-referenced parties, it being agreed that no duty to enter a Unit shall exist;

(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 Bylaws 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 and accept permits, licenses, utility easements, leases, and other easements;
- (e) to control, manage, operate, maintain, improve and replace all portions of the Area of Common Responsibility;
- (f) to represent and act on behalf of the Owners in the event of damage or destruction as a result of casualty loss in accordance with the provisions of the Act and Paragraph 17 of this Declaration;
- (g) to represent and act on behalf of the Owners in the event of any loss resulting from condemnation or eminent domain in accordance with the provisions of the Act and Paragraph 18 of this Declaration;
- (h) to acquire, hold, and dispose of tangible and intangible personal property and real property;
- (i) to collect security deposits in reasonable amounts, as determined by the Board of Directors in its sole discretion, to protect against any damage to the Condominium, including, without limitation, damage resulting from: moving in or out of a Unit; the transportation and use of construction materials in the Condominium; and the alteration, modification, or addition to a Unit and any Limited Common Element appurtenant thereto. Costs for repair of such damage may be deductible from the security deposit and any additional expenses may be specifically assessed against the Unit under subparagraph 8(b)(ii) above;
- (j) to rent storage spaces located on the Common Elements to the public (such rental income to be income to the Association);
- (k) to approve contractors or subcontractors who have access to the Condominium for the purpose of making repairs or improvements to Units based on rules and regulations promulgated and adopted by the Board which may include, without limitation: financial stability of the contractors and/or subcontractors; history of compliance with the Condominium Instruments and rules and regulations of the Association; and other factors that may be reflective of quality and ability. The Board may also impose insurance requirements and collect other non-refundable fees for use of elevator and the trash receptacles;
- (l) at the sole expense of the Association, without need for a membership vote, and without the consent of any affected Owner, to relocate any portion of the air conditioning, heating, plumbing, ventilating, exhaust or electrical system serving a particular Unit, provided that after such relocation, the system serving the Unit functions at least as well and at no greater cost to the Owner as existed prior to the relocation; and
- (m) to close permanently or temporarily any portion of the Common Elements (excluding the Limited Common Elements, and any Common Elements the use of which is reasonably necessary for access to or from a Unit and any portion of the Common Elements over, on, upon or which Declarant or the Owners of the Commercial Units have an easement) with thirty (30) days prior notice to all Owners, except that, in emergency situations requiring a temporary closing, prior notice shall not be required so long as notice is given within three (3) days after the closing explaining the reason for the closing. Notwithstanding the above, the Owners may re-open closed Common Elements by a Majority of the Total Association Vote, cast at a duly called special or annual meeting.

10. ASSESSMENTS.



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

(b) Creation of the Lien and Personal Obligation For Assessments. Each Owner of any Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges; (ii) special assessments; (iii) specific special assessments; and (iv) Capital Contribution Assessments against any particular Unit which are established pursuant to the terms of this Declaration, including but not limited to reasonable fines imposed in accordance with the terms of this Declaration.

All such assessments, together with charges, interest, costs, and reasonable attorney's fees actually incurred (including post-judgment attorney fees, costs and expenses), and if the Board so elects, rents, 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. The Association, in the Board's discretion, may, but shall not be obligated to, record a notice of such lien in the Athens-Clarke County, Georgia records evidencing the lien created under the Act and this Declaration.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors; 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 him 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 provide services or 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 the annual assessment, any part or installment thereof or any other fine, special assessment or charge is not paid in full within ten (10) days of the due date, or such later date as may be provided by the Board:

(A) a late charge equal to the greater of Ten Dollars (\$10) or ten percent (10%) 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;

(B) interest at the rate of ten percent (10%) per annum, or such higher rate as may be authorized by the Act, shall accrue from the due date; and

(C) upon thirty (30) days written notice to the Owner, the Board may accelerate and declare immediately due all of that Owner's unpaid installments. Upon acceleration, that Owner shall thereby lose the privilege of paying any and all assessments and charges in installments for that fiscal year, unless such privilege is otherwise reinstated in the Board's sole discretion.



(ii) If assessments, fines or other charges, or any part thereof, remain unpaid more than thirty (30) days after the assessment payments first become delinquent, the Owner's and Occupant's rights to vote and use the Common Property shall be automatically suspended until all amounts owed are paid in full (provided, however, the Board may not deny ingress or egress to or from a Unit) and the Association, acting through the Board of Directors, may institute suit to collect all amounts due pursuant to the provisions of the Declaration, the Bylaws, the Act and Georgia law, including reasonable attorney's fees actually incurred. Enforcement under this subparagraph is not dependent upon or related to other restrictions and/or other actions.

(iii) If any assessment or other charge is delinquent for thirty (30) days or more, in addition to all other rights provided in the Act and herein, the Association shall have the right upon ten (10) days written notice, and in compliance with any requirements set forth in the Act, to suspend any utility or service, the cost of which are a Common Expense, including, but not limited to, water, electricity, heat, air conditioning and cable television, to that Unit until such time as the delinquent assessments and all costs permitted under this Paragraph, including reasonable attorney's fees, are paid in full. Any costs incurred by the Association in discontinuing and/or reconnecting any utility service, including reasonable attorney's fees, shall be an assessment against the Unit.

Notwithstanding the above, the Board may only suspend any utility or service paid for as a Common Expense but only after a final judgment or judgments in excess of a total of Seven Hundred Fifty Dollars (\$750), or such other amount as required by the Act, are obtained in favor of the Association from a court of competent jurisdiction, the Association provides the notice required to be provided by the institutional provider of such service prior to suspension of such service, and the Association complies with any other requirements of Georgia law. An Owner whose utility or service has been suspended shall not be entitled to use any such utility or service paid for as a Common Expense from any source and any such unauthorized use shall be considered a theft of services under O.C.G.A. § 16-8-5. The utility or service shall not be required to be restored until all judgments are paid in full, at which time the Association shall direct the utility or service provider to restore the utility or service. Enforcement under this subparagraph is not dependent upon or related to other restrictions and/or other actions.

(iv) If part payment of assessments or other charges is made, the amount received may be applied first to post-judgment attorney's fees, costs and expense, then to costs and attorney's fees not reduced to a judgment, then to interest, then to late charges, then to delinquent assessments and then to current assessments. Late charges may be assessed on delinquencies that are created by the application of current payments to outstanding delinquent assessments or charges.

(d) Computation of Operating Budget and Assessment. It shall be the duty of the Board at least twenty-one (21) days prior to the Association's annual meeting to prepare and deliver to each member a budget covering the estimated costs of operating the Condominium during the coming year and a notice of the assessments to be levied against each Unit for the following year. The budget and the assessment shall become effective unless disapproved at a duly called Association's annual meeting by a Majority of the Total Association Vote; provided, however, if a quorum is not obtained at the annual meeting, the budget shall become effective even though a vote to disapprove the budget could not be called at this meeting.

Notwithstanding the foregoing, in the event that the membership disapproves the proposed budget or the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the current year shall



continue for the succeeding year. In such case, the Board may propose a new budget at any time during the year at a special meeting of the Association. The proposed budget and assessment shall be delivered to the members at least twenty-one (21) 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.

The budget shall not operate as a limitation on expenditures by the Board, but, rather, the budget is merely an estimate of Common Expenses on which the Board may base the annual assessments.

(e) Special Assessments. In addition to the annual assessment provided for in subparagraph (b) above, the Board may, at any time, and in addition to any other rights it may have, levy a special assessment against all Owners, notice of which shall be sent to all Owners. Any special assessment (except as provided in subparagraph 8(b) regarding the power to assess specially pursuant to Section 44-3-80(b) of the Act and subparagraph 17(b) herein, regarding repair or reconstruction of casualty damage to or destruction of all or part of the Condominium) which would cause the average total of special assessments levied in one (1) fiscal year to exceed Two Hundred Dollars (\$200) per Unit or such higher amount as may be authorized by the Act, must first be approved by at least two-thirds (2/3) of those Owners either voting by ballot or written consent pursuant to the Bylaws, or at least two-thirds (2/3) of those Owners present or represented by proxy at a duly called meeting of the members, notice of which shall specify the purpose of such meeting.

(f) Capital Reserve Budget and Contribution. The Board of Directors shall annually prepare a capital reserve budget that shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital reserve contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital reserve budget, with respect both to amount and timing by equal annual assessments over the period of the budget. The annual capital reserve contribution required, if any, shall be fixed by the Board and included within the budget and assessment as provided in subparagraph 10(d) above. A copy of the capital reserve budget shall be distributed to each member in the same manner as the operating budget.

(g) Capital Contribution Assessment Upon Transfer of Units. In addition to all other assessments, fees and charges provided for herein, the purchaser or grantee of every Unit shall be assessed and be subject to a non-refundable, non-prorated capital contribution assessment ("Capital Contribution Assessment") upon each and every conveyance or transfer of the Unit to any Person other than to the spouse or heir of the Owner. The Capital Contribution Assessment shall be an amount equal to two months of the annual assessment applicable to such Unit at the time of such conveyance or transfer. The Board may increase the Capital Contribution Assessment each year not more than ten percent (10%) above the prior year's Capital Contribution Assessment amount.

The Capital Contribution Assessment shall be due and payable by the purchaser or grantee at the time of conveyance or transfer of the Unit and shall be collected at the closing of each such conveyance or transfer. The Capital Contribution Assessment shall not constitute an advance payment of annual assessments. The Capital Contribution Assessment shall constitute a specific special assessment and continuing lien against such Unit, and a personal obligation of the Owner of such Unit, from the time it is due until it is paid in full and may be collected as provided herein.

(h) 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 such Unit. The Association shall respond



in writing within five (5) business days of receipt of the request for a statement; provided, however, the Association may require the payment of a fee, not exceeding Ten Dollars (\$10), or such higher amount as may be 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.

(i) 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 after the application of such common profits to the payment of Common Expenses shall, at the option of the Board of Directors, be: (1) distributed to the Owners; (2) credited to the next assessment chargeable to the Owners in proportion to the liability for Common Expenses attributable to each Unit; or (3) added to the Association's capital reserve account as set forth in subparagraph (f) above.

If the Board of Directors reasonably determines that during a fiscal year there will likely be a surplus of funds at the end of such fiscal year (excluding amounts designated for reserves), the Board may, but shall not be required to, reduce the amount of the annual assessment to be collected from the Owners for the remainder of that fiscal year. Any Owner who has already paid the entire annual assessment at the time of such reduction shall, in the discretion of the Owner, either receive a refund of the overpayment or a credit of the amount of the overpayment towards the annual assessment of the Association for the following fiscal year. Notwithstanding the above, the Association may first apply the amount of any overpayment toward any other amount the Owner may owe to the Association.

11. MAINTENANCE RESPONSIBILITY.

(n) By the Owner. Each Owner shall have the obligation to maintain and keep in good repair all portions of his or her Unit, the Limited Common Element storage spaces, and all improvements made by the Owner to the Limited Common Elements assigned to the Unit except any portion of a Unit which is expressly made the maintenance obligation of the Association as set forth in subparagraph 11(b) below. This maintenance responsibility shall include, but not be limited to the following: all glass surfaces (excluding exterior cleaning), casings and locks; all doors, doorways, door frames, and hardware that are part of the entry system of the Unit (except for periodic painting, staining and/or cleaning of the exterior surface of entry doors and door frames facing the hallway of the Condominium); all portions of the heating and air conditioning system, including the air conditioning compressor and the fan coil serving the Unit; and all pipes, lines, ducts, conduits, or other apparatus which serve only the Unit, whether located within or without a Unit's boundaries (including all electricity, water, sewer, or air conditioning pipes, lines, ducts, conduits, or other apparatus serving only the Unit).

In addition, each Owner shall have the responsibility:

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

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.

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

(i) all Common Elements, including any Limited Common Elements, but excluding the Limited Common Element storage spaces and all improvements made to such Limited Common Elements; provided, however, the cost of maintenance and repair of Limited Common Elements may be assessed against the Owner to whom the Limited Common Element is assigned under subparagraph 8(b)(i);

(ii) windows and window frames (including the periodic painting and/or cleaning of the exterior window frames and the caulking of windows);

(iii) periodic painting, staining and/or cleaning of exterior surfaces of the building, entry doors and door frames facing the hallway of the Condominium, on a schedule to be determined by the Board of Directors; and

(iv) those responsibilities included in Exhibit "B" of the Façade Easement.

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

If, during the course of performing its maintenance responsibilities hereunder, the Association discovers that maintenance, repair or replacement is required of an item which is the Owner's responsibility, and such maintenance, repair or replacement must be performed for the Association to properly complete its maintenance project, then the Association may perform such work on behalf of the Owner and at the Owner's sole expense, without prior notice to the Owner, such being deemed an emergency situation hereunder.

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

The Association shall repair incidental damage to any Unit resulting from performance of work that is the responsibility of the Association. As finish levels can have varying degrees, such repairs will be complete only to the extent of being "paint-ready". Such repair and subsequent cleaning shall be performed based on a reasonableness standard. 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.



The Association shall not be liable for injury or damage to person or property caused by the elements or by the Owner of 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, unless such injury or damage results directly and solely from the negligence or gross negligence of the Association, except for injuries or damages arising after the Owner of a Unit has put the Association on notice of a specific leak or flow from any portion of the Common Elements and the Association has failed to exercise due care to correct the leak or flow within a reasonable time thereafter. The Association shall not be liable to any Owner, or any Occupant, guest or family 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.

(c) Measures Related to Insurance Coverage.

(i) The Board of Directors, upon resolution, shall have the authority to require all or any Owner(s) to do any act or perform any work involving portions of the Condominium which are the maintenance responsibility of the 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 Owners to install and maintain smoke detectors, requiring Owners to certify that they have checked the batteries for their smoke detectors, requiring Owners to allow the Association to inspect the smoke detectors and replace batteries if needed on a schedule to be determined by the Board of Directors, 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 Five Hundred Dollars (\$500) 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 Owner does not comply with any requirement made by the Board of Directors pursuant to subparagraph (c)(i) above, the Association, upon fifteen (15) days' written notice (during which period the Owner may perform the required act or work without further liability), may perform such required act or work at the Owner's sole cost. Such cost shall be added to and become a part of the assessment to which the Owner is subject, shall become and be the personal obligation of the Owner and a lien against the Unit, and shall be collected as provided herein for the collection of assessments. The Association shall have all rights necessary to implement the requirements mandated by the Board pursuant to subparagraph (c)(i) of this Paragraph, including, but not limited to, a 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.

(d) Mold and/or Mildew. Mold and/or mildew can grow in any portion of the Condominium that is exposed to elevated levels of moisture. The Association and each Owner agree to: (i) regularly inspect the parts of the Condominium that they respectively maintain, and which are visible and accessible without having to first remove building components or conduct invasive testing, for the existence of mold, mildew, and/or water intrusion (except when the water intrusion is part of the normal functioning of improvements and appliances such as showers, sinks, dishwashers, and other similar appliances and improvements) and/or water damage; (ii) upon discovery, immediately repair in a good



and workmanlike condition the source of any water intrusion in the parts of the Condominium that they respectively maintain; (ii) remediate or replace, in accordance with current industry accepted methods, any building material located in the parts of the Condominium that they respectively maintain that has absorbed water or moisture as a result of water intrusion; and (iv) promptly and regularly remediate in accordance with current industry-accepted methods all mold and/or mildew discovered in the parts of the Condominium that they respectively maintain. In addition, except for routine housekeeping items and other de minimis matters, the Association agrees to notify the Owners, and each Owner agrees to notify the Association of the discovery of mold, mildew, and/or water intrusion and/or damage in the parts of the Condominium that they respectively maintain. Each Owner further agrees not to block or cover any of the heating, ventilation or air-conditioning ducts located in the Unit.

(e) 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 the 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 sole 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 the personal obligation of the Owner and a lien against the Unit, and shall be collected as provided herein for the collection of assessments.

(f) Maintenance Standards and Interpretation. The maintenance standards and the enforcement thereof and the interpretation of maintenance obligations under this Declaration may vary from one term of the Board to another term of the Board. These variances shall not constitute a waiver by the Board of the right to adopt and enforce maintenance standards under this Paragraph. No decision or interpretation by the Board shall constitute a binding precedent with respect to subsequent decisions or interpretations of the Board.

12. ARCHITECTURAL CONTROLS.

(a) Architectural Control Committee. The Architectural Control Committee ("ACC") shall constitute a standing committee of the Association. The ACC shall consist of the Board unless the Board delegates to other Persons the authority to serve on the ACC. At all times, however, the chairperson of the ACC shall be a Board member. The ACC shall have the authority to select and employ professional consultants to assist it in discharging its duties, the cost of such consultants to be paid by the Owner of any Unit for which plans and specifications have been submitted for approval. The Owner of any such Unit shall be responsible for paying the full costs of each review, whether or not submitted plans and specifications are approved by the ACC, and the ACC may require payment of all such costs prior to approval of plans and specifications. The ACC also may charge reasonable fees to cover the cost of review or inspections performed hereunder, and any such fees shall be published in the design standards.

(b) Architectural Standards. Except as otherwise provided herein, and subject to the Façade Easement, no Owner, Occupant, or any other Person may, without first obtaining written approval of the ACC:



- (i) make any encroachment onto the Common Elements or Limited Common Elements;
- (ii) make any exterior change, alteration, or construction (including painting and landscaping); and
- (iii) erect, place or post any object, sign, clothesline, speaker, playground equipment, light, storm door or window, fountain, flag, personalized or customized exterior door mat, or thing on the exterior or roof of the building, in any windows (other than appropriate window treatments as provided herein), on any Limited Common Elements, or on any other Common Elements.

However, a mezuzah or comparable religious symbol not larger than three inches (3") in width and nine inches (9") in height may be posted on the doorframe of the Unit. In addition, reasonable seasonal decorative lights may be displayed between Thanksgiving and January 15. Notwithstanding anything to the contrary stated herein, the improvements constructed on the Condominium and all architectural modifications thereto that are made by Declarant shall not be subject to approval pursuant to this Paragraph. The Condominium has been locally designated as an historic landmark. In addition to the approval process set forth herein, any exterior modification requires approval by the Historic Preservation Commission.

(c) Alteration of Units. Subject to the other provisions of this Declaration and to the Façade Basement, alterations to the interiors of Units, relocation of the boundaries between adjoining Units, and subdivision of Units are subject to the following restrictions:

(i) Alterations to the Interiors of the Units. Except as provided herein, no Owner or Occupant may make any alteration within a Unit which involves connecting to Common Element pipes, lines, conduits and/or other apparatus for access to common utilities without prior written ACC approval (including, but not limited to, modifying connection of washers and dryers). Except as provided herein, no Owner or Occupant shall make any interior modifications to or place an excessive load on any structural or load bearing portions of a Unit without first obtaining the prior written approval of the ACC. Such approval shall not be granted by the ACC unless the Owner has presented to the ACC a report or drawing prepared by a licensed structural engineer showing that compensating measures will be taken to ensure the structural integrity of the Unit and the Condominium. All building code requirements must be complied with and necessary permits and approvals secured for any modifications. Notwithstanding the above, all Owners desiring to make any interior modifications or alterations to a Unit affecting the Common Elements or structure or load bearing portions of a Unit must make application to the ACC as described below in order for the ACC to make the determination of whether the ACC's approval is required.

Notwithstanding the above, 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 structural or load bearing portions of the Unit(s) are materially weakened or removed and the ACC has approved the plans described above and no portion of any Common Elements is damaged, destroyed or endangered, other than that partition and any chutes, flues, 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. Notwithstanding the above, Declarant shall not be required to obtain any approvals under this Paragraph. The alterations



permitted in this Paragraph shall not be deemed an alteration or relocation of boundaries between adjoining Units as defined in O.C.G.A. § 44-3-91.

(ii) Relocation of Boundaries. Boundaries between adjoining Units shall not be relocated; provided, however, Declarant shall have the right to relocate boundaries between Units owned by Declarant without the approval of the Board of Directors, and the Board of Directors shall execute the required amendment to the Declaration.

(iii) Subdivision of Units. No Residential Unit shall be subdivided into a smaller Unit or Units. An Owner of a Commercial Unit may subdivide his or her Commercial Unit only in accordance with the provisions of Section 44-3-92 of the Act and this Declaration. Declarant and the Owners of Commercial Units shall have the right to subdivide such Commercial Units owned by them respectively without the approval of the Board of Directors, and the Board of Directors shall execute that required amendment to this Declaration.

(d) Applications. Applications for approval of any such architectural modification shall be in writing and shall provide such information as the ACC may reasonably require. Except as may be otherwise determined by the Board, the ACC or its designated representative shall be the sole arbiter of such application and may withhold approval for any reason, including purely aesthetic considerations. The Association, acting through the Board, shall be entitled to stop any construction which is not in conformance with approved plans. The Board or 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 standard for approval of such improvements shall include, but not be limited to: (1) aesthetic consideration, (2) materials to be used, (3) compliance with the Community-Wide Standard, this Declaration, or the design standards which may be adopted by the Board or ACC, (4) harmony with the external design of the existing buildings, Units and structures, and the location in relation to surrounding structures and topography, and (5) any other matter deemed to be relevant or appropriate by the Board or ACC.

If the Board or ACC fails to approve or to disapprove such application within forty-five (45) days after the application and all information as the Board or ACC may reasonably require have been submitted, then the Owner submitting the application may issue written notice, via certified mail, to the Association's president, informing the president of the Owner's intent to proceed with the modification as identified in the application. Unless the Association issues a written disapproval of the application within ten (10) days of receipt of the Owner's notice, the approval will not be required and this subparagraph will be deemed complied with as to the items specifically identified in the application; 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, the rules and regulations of the Association, or of any applicable zoning or other laws.

(e) Appeal. In the event that the ACC or its designated representative disapproves any application or part thereof, an Owner shall have the right to appeal the ACC's decision to the Board of Directors. The Board shall rule on the appeal within forty-five (45) days of receiving written notice requesting an appeal from the Owner. In ruling on the appeal, the Board shall consider all relevant materials presented to it by either the Owner or the ACC, the decision of the ACC, and the application of the Owner to the ACC. The Board of Directors shall have the final authority to approve, disapprove, or conditionally approve or disapprove the application of the Owner. If the Board does not receive written notice from the



Owner by certified mail requesting an appeal within fourteen (14) days from the date of the ACC's notice to the Owner of its decision, the decision of the ACC shall become final and all rights of appeal shall terminate and thereafter be void.

(f) Encroachments onto Common Elements. The ACC, subject to this Paragraph, may permit Owners to make encroachments onto the Common Elements as it deems acceptable. Such permission or approval, if granted, shall be provided in writing to the Owner. If any Owner or Occupant makes any other exterior change, alteration, or construction (including landscaping) upon the Common Elements or Limited Common Elements without permission or approval as described in this Paragraph, he or she does so at his or her sole risk and expense. The Board may require that such unapproved change, alteration or construction be removed or that it remain on the Common Elements or Limited Common Elements without reimbursement to the Owner or Occupant for any expense he or she may have incurred in making the change, alteration or construction.

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

(h) Limitation of Liability. Review and approval of any application pursuant to this Paragraph may be made on any basis, including solely the basis of aesthetic considerations, and neither the Board of Directors 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 of Directors, the ACC, nor member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner, design, or quality of approved construction or modifications to any Unit, nor may any action be brought against the Association, the Board of Directors, the ACC, or any member thereof, for any such injury, damage or loss.

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

(j) Commencement of Construction. All changes, modifications and improvements approved by the ACC hereunder must be commenced within six (6) months from the date of approval. If not commenced within such time, then such approval shall be deemed revoked by the ACC, unless the ACC gives a written extension for commencing the work. All work approved by the ACC hereunder shall be completed in its entirety within ninety (90) days from the date of commencement, unless otherwise agreed in writing by the ACC. All approved changes, modifications, and improvements must be completed in their



entirety. An Owner may not construct only a portion or part of an approved change, modification, or improvement.

13. USE RESTRICTIONS.

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

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

(a) Use of Units.

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

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

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

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

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

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

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



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

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to Persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (1) such activity is engaged in full or part time; (2) such activity is intended to or does generate a profit; or (3) a license is required therefor.

(ii) Commercial Units. The Commercial Units shall be used only for such commercial use or business purposes permitted by applicable zoning ordinance and use restrictions, provided such commercial or business activity does not constitute a nuisance or hazardous or offensive use, or threaten the security or safety of other residents of the Condominium, as may be determined in the reasonable discretion of the Board. A use or activity that is permitted under applicable zoning ordinances and this Declaration shall not constitute a public or private nuisance and shall not be prohibited by rules or regulations adopted by the Board. The Commercial Units must comply with all federal, state and local laws and ordinances related to the sale of alcoholic beverages. Except as otherwise specifically provided for herein, no tenant, employee, visitor, guest or invitee of the Commercial Units shall have access, ingress, or egress to or through any portion of the Condominium except through said Commercial Units or the Common Element lobby.

(A) Prohibited Uses. Notwithstanding the foregoing, no part of a Commercial Unit may be used for any of the following purposes:

- (1) cinema/movie theater;
- (2) bowling alley;
- (3) skating rink;
- (4) video game room, amusement gallery or amusement arcade;
- (5) pool hall;
- (6) massage parlor or facility that hosts obscene, nude or semi-nude live performances;
- (7) adult book store or adult video store where obscene, pornographic or "adult" materials or paraphernalia, including, but not limited to, movies, videotapes, devices, books, magazines, or other related items are sold or displayed;
- (8) facilities used for the sale, display or advertisement of any paraphernalia used in the preparation or consumption of controlled substances;
- (9) facilities used for the operation of any liquor store, package store, or other store primarily selling and/or manufacturing alcoholic beverages;
- (10) funeral home or store selling caskets;



- (11) industrial or manufacturing uses;
- (12) automotive supplies and parts;
- (13) hair salons; and
- (14) all retail uses except as permitted below.

(B) Permitted Uses. Notwithstanding the foregoing, Commercial Units may be used for any of the following purposes:

- (1) catering and special event facility in which alcoholic beverages may be served to guests or customers in accordance with state law;
- (2) antique store or art gallery;
- (3) office;
- (4) a day spa providing services such as skin care, nail care, and therapeutic massage;
- (5) coffee shop, provided that such coffee shop shall not use a grease trap;
- (6) restaurant where food is cooked in the Unit and in which alcoholic beverages may be served to guests or customers in accordance with state law; provided, however, only Commercial Unit 1 shall be permitted to be used as a restaurant;
- (7) specialty store selling packaged food and/or beverages, including wine, cheeses, etc.; and
- (8) uses that are ancillary to the permitted uses specified herein.

(C) Proposed Uses. Any proposed use of any part of a Commercial Unit that is not prohibited in subsection (A) above but is not specified as a permitted use in subsection (B) above, shall be submitted for the review, consideration and approval or disapproval of the Board of Directors.

(b) Number of Occupants. The maximum number of Occupants in a Residential Unit or Penthouse Unit shall be limited to two (2) people per bedroom in the Unit, (as such bedrooms are depicted on the original Survey and Floor Plans filed in the Athens-Clarke County, Georgia records). This occupancy restriction shall not apply to require the removal of any Person lawfully occupying a Unit on the Effective Date hereof. Upon written application, the Board shall grant variances to this restriction to comply with provisions of the Fair Housing Amendments Act of 1988 or any amendments thereto.

If an Owner of a Unit is a corporation, partnership, trust or other legal entity not being a natural person, the entity shall designate in writing to the Board the name(s) of the Person(s) who will occupy the Unit. The designated Person(s) to occupy the Unit may not be changed more frequently than once every six (6) months without the express written consent of the Board as determined in the Board's sole discretion.



(c) Use of Common Elements Including Amenities. There shall be no obstruction of the Common Elements, nor shall anything be kept, parked, or stored on or removed from any part of the Common Elements without the prior written consent of the Board, except as specifically provided herein. With prior written Board approval, and subject to any changes and restrictions imposed by the Board, Owner(s) and/or Occupant(s) may reserve portions of the Common Elements for use for a period of time as set by the Board. Any such Owner(s) and/or Occupant(s) who reserve a portion of the Common Elements as provided herein shall assume, on behalf of himself/herself/themselves and his/her/their Occupants, guests and family, all risks associated with the use of the Common Elements and all liability for any damage or injury to any Person or thing as a result of such use. The Association shall not be liable for any damage or injury resulting from such use unless such damage or injury is caused solely by the willful acts or gross negligence of the Association, its agents or employees. There shall be no use of the roof of the building by the Owners, Occupants, their family members, guests, tenants, invitees, agents or contractors. The Association and its agents and contractors shall have access to the roof for performing its maintenance and repair responsibility. There shall be no gardening or landscaping on the Common Elements by Owners or Occupants without the prior written consent of the Board. This subparagraph shall not apply to Declarant, for so long as Declarant shall own a Unit for sale. Notwithstanding anything to the contrary contained herein, the requirements and restrictions in the Façade Easement shall govern the use and modification of those portions of the interior lobby area and the façade to which the Façade Easement applies.

The Association shall not be liable to the Owner of any Unit or such Owner's Occupant, guest, or family, for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Common Elements.

(i) Clubroom and Terrace. No objects other than potted plants and patio furniture shall be placed on the terrace; provided that reasonable furniture and items related to special events may be placed on the terrace for a period of time not to exceed twelve (12) hours without prior Board approval. This prohibition applies to objects such as, but not limited to, grills (except for grills approved by the Association), bicycles, laundry garments, towels and objects other than potted plants and patio furniture, except as may be authorized by the Board. Objects shall not be permitted to hang over or be attached to any exterior terrace wall or to otherwise protrude outside of the vertical plane formed by the exterior surface of the terrace wall. Penetration of the surfaces of the terrace wall or floor is prohibited. Enclosure of the terrace is also prohibited. As used herein, "enclosure" shall mean the permanent enclosure of the terrace with any type of material.

With prior written Board approval, and subject to any restrictions imposed by the Board, Owner(s) and/or Occupant(s) of the Units may reserve the clubroom and/or terrace for use for a period of time as set by the Board, and in accordance with the rules and regulations set forth by the Board. Notwithstanding the above, the Commercial Units shall have the right to reserve the clubroom and/or terrace from time to time at a reasonable rate beginning in 2007 at Seventy-Five Dollars (\$75.00) per use, or such other rate as approved by the Board; such rate may be increased not more than ten percent (10%) per year. Any such Owner(s) and/or Occupant(s) who reserve the clubroom and/or terrace as provided herein shall assume, on behalf of himself/herself/themselves and his/her/their Occupants, guests and family, all risks associated with the use of the clubroom and/or terrace and all liability for any damage or injury to any Person or thing as a result of such use. The Association shall not be liable for any damage or injury resulting from such use unless such damage or injury is caused solely by the willful acts or gross negligence of the Association, its agents or employees.

(ii) Lobby. Guests and invitees of Commercial Units shall have the right to use the lobby of the Condominium during the times that special events are held in such Commercial Units,



along with other Occupants and their guests, subject to reasonable rules and regulations of the Association.

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

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

(ii) Media Room. With prior written Board approval, and subject to any restrictions imposed by the Board, Owner(s) and/or Occupant(s) of the Residential Units, Penthouse Residential Unit, or Commercial Unit 2 may reserve the media room for use for a period of time as set by the Board, and in accordance with the rules and regulations set forth by the Board. Any such Owner(s) and/or Occupant(s) who reserve the media room as provided herein shall assume, on behalf of himself/herself/themselves and his/her/their Occupants, guests and family, all risks associated with the use of the media room and all liability for any damage or injury to any Person or thing as a result of such use. The Association shall not be liable for any damage or injury resulting from such use unless such damage or injury is caused solely by the willful acts or gross negligence of the Association, its agents or employees.

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

The Units in the Condominium are built in close proximity to one another, resulting in the sharing of common walls, floors and ceilings. As a result, noise and vibration may be detectable between Units or between Units and the Common Elements. Therefore, an Owner or Occupant shall not conduct activities within a Unit or use a Unit in a manner that interferes with or causes disruption to the use and quiet enjoyment of another Unit by its respective Owner and Occupant. Notwithstanding the above, use of a Commercial Unit as catering and special events facilities is specifically permitted and, as such, reasonable noise levels for such use shall be permitted except during the hours specified below. During the allowed operational hours, a noise level at sixty (60) decibels or below as measured from any point in the hallway located on the second level of the building shall be considered to be a reasonable level.



Furthermore, noxious, destructive or offensive activity shall not be carried on within any portion of the Condominium. No Owner or Occupant of a Unit may use or allow the use of the Unit or any portion of the Condominium at any time, in any way or for any purpose which may endanger the health, unreasonably annoy or disturb or cause embarrassment, or discomfort to other Owners or Occupants, or in such a way as to constitute, in the sole opinion of the Board of Directors, a nuisance. No Owner or Occupant of a Residential Unit may use or allow the use of the Unit or the Common Elements in any manner which creates noises between the hours of 12:00 a.m. and 7:30 a.m. which can be heard by Persons in another Unit that will, in the Board's sole discretion, unreasonably interfere with the rights, comfort or convenience of any other Owner, members of his or her family, guests, invitees, or Occupants of his or her Unit. No Owner or Occupant of a Commercial Unit may use or allow the use of the Unit or the Common Elements in any manner which creates noises between the hours of 12:00 a.m. and 7:30 a.m. which can be heard by Persons in another Unit that will, in the Board's sole discretion, unreasonably interfere with the rights, comfort or convenience of any other Owner, members of his or her family, guests, invitees, or Occupants of his or her Unit. 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 reasonable opinion of the Board of Directors or its designee, would jeopardize the soundness or safety of the Condominium or any structure created thereon, would reduce the value thereof, or would impair any easement or other interest in real property thereto, without in every such case the unanimous, prior written consent of all members of the Association and their Mortgagees.

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

(f) Firearms and Fireworks. The display or discharge of firearms or fireworks on the Common Elements or Limited Common Elements is prohibited; provided, however, that the display of lawful firearms on the Common Elements or Limited Common Elements is permitted by law enforcement officers and also is permitted for the limited purpose of transporting the firearms across the Common Elements or Limited Common Elements to or from the Owner's Unit. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size. The term "fireworks" shall include those items as listed in O.C.G.A. § 25-10-1, as amended.

(g) Pets. No Owner or Occupant may keep any animals other than generally recognized household pets on any portion of the Condominium, and no Owner or Occupant may keep more than two (2) generally recognized household pets per Unit; provided, however, that this requirement shall not apply to an Owner or Occupant that has more than two (2) pets on the Effective Date. Any Owner or Occupant permitted to keep more than two (2) pets under this subparagraph may not replace pets that die or are otherwise removed from the Condominium until the number of pets kept in a Unit by such Owner or Occupant is two (2) or less. Notwithstanding the above, any number of generally recognized household pets weighing less than two (2) pounds each may be kept in a Unit.

No Owner or Occupant may keep, breed or maintain any pet for any commercial purpose. No structure for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the Common Elements, including Limited Common Elements, without prior written ACC approval. No pets are allowed on any portion of the Common Elements; provided, however, an Owner or Occupant may walk a pet across the Common Elements to enter or exit the Condominium property. Dogs must be kept on a leash and be under the physical control of a responsible Person at all times while on the Common



Elements, but excluding the Limited Common Elements. Feces left by pets upon the Common Elements must be removed promptly by the owner of the pet or the Person responsible for the pet.

No potbellied pigs, snakes, American Pit Bull Terriers, Rotweillers, Doberman Pinschers, monkeys, non-domesticated felines, or other animals determined in the Board's sole discretion to be dangerous may be brought onto or kept on the Condominium at any time. The Board may require that any pet which, in the Board's opinion, endangers the health of any Owner or Occupant or creates a nuisance or unreasonable disturbance, be permanently removed from the Condominium upon seven (7) days written notice. If the Owner or Occupant fails to comply with such notice, the Board may remove the pet and/or obtain a court order requiring the Owner or Occupant to do so. Without prior notice to the pet's owner, the Board may remove any pet, which, in the Board's sole discretion, presents an immediate danger to the health, safety or property of any community member.

Any Owner or Occupant who keeps or maintains any pet upon the Condominium shall be deemed to have agreed to indemnify and hold the Association, its directors, Officers, and agents free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium.

(h) Parking. The Association is currently a party to certain agreements which allow for parking in areas outside of the Condominium. These agreements may terminate in the future, and may not be renewed. Provided that the Association has enough parking spaces, each Unit shall have the right to use at least one (1) parking space. Such parking space may be located in an off-site parking area in which the Association has the right to park. The parking spaces which have been assigned as Limited Common Elements pursuant to subparagraphs 6(a)(iv), 6(a)(v) and 6(a)(vi) herein may only be used by the Owner or Occupants to whom the parking spaces are assigned, and their guests and families. Each Owner and Occupant of a Unit with two bedrooms, as shown on Exhibit "B", may only use one (1) parking space in the Limited Common Element parking area at a time, and such use shall be on a first-come, first-served basis.

Vehicles permitted under this subparagraph may be parked only in designated, lined parking spaces, or other areas authorized in writing by the Board.

Disabled and stored vehicles are prohibited from being parked on the Condominium. For purposes hereof, a vehicle shall be considered "disabled" if it does not have a current license tag or is obviously inoperable. A vehicle shall be considered "stored" if it remains on the Condominium for thirty (30) consecutive days or longer without prior written Board permission.

Boats, trailers, jet-skis and trailers for same, panel trucks, buses, trucks with a load capacity of one (1) ton or more, vans (excluding vans used by handicapped persons, mini-vans or sport utility vehicles used as passenger vehicles and receiving a "car" or "passenger vehicle" classification by the Georgia Department of Motor Vehicles), recreational vehicles (RV's and motor homes), vehicles used primarily for commercial purposes, and vehicles with commercial writings on their exteriors other than Sheriff's, Marshall's, or police officer's vehicles marked as such, are also prohibited from being parked on the Condominium, except in areas, if any, that may be designated by the Board as parking areas for particular types of vehicles. Notwithstanding the above, trucks, vans, commercial vehicles and vehicles with commercial writings on their exteriors shall be allowed temporarily on the Common Elements during normal business hours for the purpose of serving any Unit or the Common Elements; provided, however, no such vehicle shall remain on the Common Elements overnight or for any purpose unless prior written consent of the Board is first obtained.

Limited Common Element parking spaces assigned to a Commercial Unit, if any, are reserved for the exclusive use of the Owner or tenant thereof, the family members of the Owner or tenant, the employees



of the Owner or tenant, and the invitees of the Owner or tenant. Notwithstanding the above, customers and clients of the Owner or tenant shall be prohibited from parking in any Limited Common Element parking space assigned to a Commercial Unit.

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

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

(i) 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 degrees (55°) Fahrenheit (except during power failures or periods when heating equipment is broken) whenever the temperature is forecasted to or does reach thirty-two degrees (32°) 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. At any time during the months specified above when the heating equipment is not working properly, the Owner or Occupant shall immediately inform the Association of this failure of the equipment and of the time needed to repair the equipment. The Board may fine any Owner or Occupant up to Five Hundred Dollars (\$500) 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.

(j) Signs. Except as may be provided for herein or as may be required by legal proceedings, and except for signs which may be erected by Declarant related to the development and sale of Units, no signs, advertising posters, political placards or billboards of any kind shall be erected, placed, or permitted to remain on the Condominium without the prior written consent of the Board or its designee. The Board shall have the right to erect reasonable and appropriate signs on behalf of the Association.

The Owners of the Commercial Units shall be permitted to erect signs identifying the business on the exterior of said Units or on or adjacent to the interior windows of said Units and such signs shall not require the approval of the ACC as long as they are the same size, color, materials, and letters as signs located on the Condominium building on the Effective Date. Notwithstanding the above, all signs shall comply with all relevant zoning ordinances, the Façade Easement and the requirements of the Historic Preservation Commission.



(k) 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 rubbish, trash or garbage shall be placed on the Common Elements or Limited Common Elements outside the Unit, temporarily or otherwise, and shall be moved to the Condominium trash facilities for collection or otherwise removed from the Condominium by an Owner or Occupant. Notwithstanding anything to the contrary stated herein, only ordinary household trash shall be disposed of in sealed trash bags (not greater than 13-gallon trash bags) and placed in the trash chutes. Cardboard boxes and other large bulky items that do not fit within a 13-gallon trash bag shall be moved to the trash bin or dumpster for collection, or otherwise removed from the Condominium by an Owner or Occupant. All Owners and Occupants shall refrain from using the trash chute between the hours of 12:00 a.m. and 7:00 a.m.

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

(m) Garage Sales. No garage sale, yard sale, flea market, or similar activity shall be conducted in any portion of the Condominium without prior written Board consent. If so permitted, any such activities shall be subject to all reasonable conditions that the Board may impose.

(n) Window Treatments. Unless otherwise approved in writing by the Board, all windows in Units shall have window treatments and any portion thereof visible from outside the Unit shall be white or off-white in color; provided, any window treatments in a Unit on the Effective Date of this Declaration shall not be subject to this subparagraph but shall be required to comply with the provisions of the Original Declaration, the Original By-Laws, and rules of the Association in effect prior to the Effective Date.

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

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

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

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

In the event of a transfer of the Unit which includes a satellite dish or antenna, the grantee shall assume all responsibility for the satellite dish or antenna and shall comply with this Declaration, the



Bylaws and the rules and regulations regarding satellite dishes and antennas, including, but not limited to, those requirements relating to maintenance and removal of satellite dish or antenna.

(p) Grilling. The use of outdoor grills on any portion of the Condominium building is prohibited.

(q) Abandoned Personal Property. Personal property, other than vehicles as provided for in subparagraph 13(h) shall not be 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 or the agent of the Association may determine and shall have no obligation to return, replace or reimburse the owner of the property. The notice shall include the name and telephone number of the Person which will remove the property and the name and telephone number of a Person to contact regarding the alleged violation.

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

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

The Association shall not be liable to the Owner of any Unit or such Owner's Occupant, guest, or family, for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Common Elements.

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

The Owner applying for such approval shall provide the Architectural Control Committee with information regarding these factors, as well as other information requested by the Architectural Control Committee regarding the proposed flooring and its effect; provided, however, the noise level requirements shall be considered to be met if the Owner provides a sound transmission test that the proposed flooring will create a noise level less than a standard level set by reasonable regulation of the Architectural Control Committee. Notwithstanding anything to the contrary stated herein, at least fifty percent (50%) of each room within a Unit located above another Unit (excluding the kitchen and bathrooms) shall have area rugs or carpet unless the flooring is sound proofed so as not to exceed the noise level in Units with carpeted floors.

(s) Elevators. The elevator may not be used for moving furniture in or out of the Condominium except during hours to be determined by the Board of Directors; provided that an Owner or



Occupant reserves a date and time with the Board of Directors to use the elevator for moving furniture in or out of the Condominium and provided that during such moving, the walls of the elevator shall be covered with padded blankets. The Board of Directors, in its sole discretion, may require a non-refundable fee prior to using the elevator for moving furniture or construction materials.

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

14. LEASING.

In order to preserve the character of the Condominium as predominantly owner occupied and to comply with the eligibility requirements for financing in the secondary mortgage market, the leasing of Units shall be governed by the restrictions imposed by this Paragraph. Except as provided herein, the leasing of Units shall be prohibited. "Leasing," for the purposes of this Declaration, is defined as regular, exclusive occupancy of a Unit by any Person other than the Owner. For purposes hereof, occupancy by a roommate of an Owner who occupies the Residential Unit as such Owner's primary residence shall not constitute Leasing hereunder:

(a) Leasing of Residential Units.

(i) General. Owners desiring to lease their Residential Units may do so only if they have applied for and received from the Board of Directors either a "Leasing Permit" or a "Hardship Leasing Permit." Such a permit, upon its issuance, will allow an Owner to lease his or her Residential Unit provided that such leasing is in strict accordance with the terms of the permit and this Paragraph. The Board of Directors shall have the authority to establish conditions as to the duration and use of such permits consistent with this Paragraph. All leasing Permits and Hardship Leasing Permits shall be valid only as to a specific Owner of a Residential Unit and shall not be transferable between either Residential Units or Owners of Residential Units, but shall be transferable to successors in title to the same Residential Unit.

(ii) Leasing Permits. An Owner's request for a Leasing Permit for a Residential Unit shall be approved if current, outstanding Leasing Permits have not been issued for more than fifteen (15) Residential Units in the Condominium. A Leasing Permit shall be automatically revoked upon the happening of any of the following events: (A) the sale or transfer of the Residential Unit to a third party (excluding sales or transfers to (1) an Owner's spouse, (2) a Person cohabitating with the Owner, and (3) a corporation, partnership, company, or legal entity in which the Owner is a principal); (B) the failure of an Owner of a Residential Unit to lease his or her Residential Unit within one hundred eighty (180) days of the Leasing Permit having been issued; or (C) the failure of an Owner of a Residential Unit to have his or her Residential Unit leased for any consecutive one hundred eighty (180) day period thereafter. If current Leasing Permits have been issued for more than fifteen (15) Residential Units (excluding Residential Units owned by Declarant), no additional Leasing Permits shall be issued (except for Hardship Leasing Permits) until the number of outstanding current Leasing Permits falls below fifteen (15) Residential Units (excluding Residential Units owned by Declarant) in the Condominium. An Owner of a Residential Unit who



has been denied a Leasing Permit shall automatically be placed on a waiting list for a Leasing Permit and shall be issued the same if they so desire when the number of current outstanding Leasing Permits issued falls to fifteen (15) Residential Units or less (excluding Residential Units owned by Declarant) in the Condominium. The issuance of a Hardship Leasing Permit to an Owner of a Residential Unit shall not cause the Owner of a Residential Unit to be removed from the waiting list for a Leasing Permit.

(iii) Hardship Leasing Permits. If the failure to lease will result in a hardship, the Owner of a Residential Unit may seek to lease his or her Residential Unit on a hardship basis by applying to the Board of Directors for a Hardship Leasing Permit. The Board of Directors shall have the authority to issue or deny requests for Hardship Leasing Permits in its discretion after considering the following factors: (A) the nature, degree, and likely duration of the hardship, (B) the harm, if any, which will result to the Condominium if the permit is approved, (C) the number of Hardship Leasing Permits which have been issued to other Owners of Residential Units, (D) the ability of the Owner of a Residential Unit to cure the hardship, and (E) whether previous Hardship Leasing Permits have been issued to the Owner of a Residential Unit. A "hardship" as described herein shall include, but not be limited to the following situations: (1) an Owner of a Residential Unit must relocate his or her residence outside the Atlanta metropolitan area and cannot, within six (6) months from the date that the Residential Unit was placed on the market, sell the Residential Unit except at a price below the current appraised market value, after having made reasonable efforts to do so; (2) where the Owner of a Residential Unit dies and the Residential Unit is being administered by his or her estate; and (3) the Owner of a Residential Unit takes a leave of absence or temporarily relocates and intends to return to reside in the Residential Unit. Hardship Leasing Permits shall be valid for a term not to exceed one (1) year. Owners of Residential Units may apply for additional Hardship Leasing Permits. Hardship Leasing Permits shall be automatically revoked if during the term of the permit, the Owner of a Residential Unit is approved for and receives a Leasing Permit.

(iv) Leasing Provisions. Leasing of a Residential Unit that is authorized, pursuant to permit, hereunder shall be governed by the following provisions:

(A) Notice. At least seven (7) days prior to entering into the lease of a Residential Unit, the Owner shall provide the Board with a copy of the proposed lease agreement. The Board shall approve or disapprove the form of said lease. In the event a lease is disapproved, the Board shall notify the Owner of the requisite action to be taken in order to bring the lease in compliance with the Declaration and any rules and regulations adopted pursuant thereto.

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



approve or disapprove a proposed lessee; the Board's approval or disapproval shall be limited to the form of the proposed lease.

(C) 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 Residential 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 Residential Unit, agrees to the applicability of this covenant and incorporation of the following language into the lease:

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

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

(2) 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 Common Elements, including but not limited to, the use of any and all recreational facilities and other amenities.

(3) Liability for Assessments. When a Unit Owner who is leasing his or her Unit fails to pay any annual 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, lessee shall pay to the Association all unpaid annual and special assessments and other charges



payable during and prior to the term of the lease and any other period of occupancy by lessee. However, lessee need not make such payments to the Association in excess of or prior to the due dates for, monthly rental payments unpaid at the time of the Board's request. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If lessee fails to comply with the Board's request to pay assessments or other charges, lessee shall pay to the Association all amounts authorized under the Declaration as if 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.

(v) Applicability of this Subparagraph (a). Notwithstanding the above, this subparagraph (a) shall not apply to any leasing transaction entered into by Declarant (regardless of whether said lease is entered into prior to or after the expiration of the Declarant Control Period), the Association, or the holder of any first Mortgage on a Residential Unit who becomes the Owner of a Residential Unit through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such Mortgage. Such parties shall be permitted to lease a Residential Unit without first obtaining a permit in accordance with this Paragraph, and such Residential Units shall not be considered as being leased in determining the maximum number of Residential Units that may be leased in accordance with this Paragraph.

(b) Leasing of Commercial Units or Penthouse Residential Unit. The Commercial Units or Penthouse Residential Unit may be leased for only those purposes permitted for Commercial Units or Penthouse Residential Unit as set forth in subparagraph 13(a) and shall be subject to the following provisions.

(i) Liability for Assessments, Use of Common Elements, and Compliance with Declaration, Bylaws, and Rules and Regulations. Each Owner of a Commercial Unit or the Penthouse Residential Unit covenants and agrees that any lease of a Commercial Unit or the Penthouse Residential 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 a Commercial Unit or the Penthouse Residential 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 of the Unit shall cause all Occupants of the Unit to comply with the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations by such Occupants, notwithstanding the fact that such Occupants of the Unit are fully liable and may be sanctioned for any such violation. If the lessee, or a Person living with the lessee, violates the Declaration, Bylaws, or a rule or regulation for which a fine is imposed, notice of the violation shall be given to the Owner of the Unit and the lessee, and such fine may be assessed against the lessee in accordance with Article V of the Bylaws. If the fine is not paid by the lessee within the time period set by the Board, the Owner shall pay the fine upon notice from the Association of the lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the Unit.



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

(B) Use of Common Elements. The Owner of the Unit transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner of the Unit, has to use the Common Elements, including but not limited to, the use of any and all recreational facilities and other amenities.

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

15. SALE OF UNITS.

An Owner intending to make a transfer or sale of a Unit or any interest in a Unit shall give written notice to the Board of Directors of such intention within seven (7) days after execution of the transfer or sales documents. The Owner shall furnish to the Board as part of the notice (a) the name and address of the intended grantee; and (b) such other information as the Board may reasonably require. This Paragraph shall not be construed to create a right of first refusal in the Association or in any third party.

At the closing of the conveyance or transfer of the Unit to any person other than to the spouse or heir of the Owner, the purchaser/grantee shall pay to the Association the non-refundable, non-prorated Capital Contribution Assessment, as set forth in subparagraph 10(g) above.

Within seven (7) days after receiving title to a Unit, the purchaser of the Unit shall give written notice to the Board of Directors of his or her ownership of the Unit. Upon failure of an Owner to give the required notice within the seven (7) day time period provided herein, the Board may levy fines against the Unit and the Owner thereof, and assess the Owner for all costs incurred by the Association in determining his or her identity.



16. INSURANCE.

The Association, acting through its Board of Directors, 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, and as determined by the Board of Directors with regards to both limits of insurance and coverage. In accordance with the Act, the property insurance shall, at a minimum, afford fire and extended coverage insurance for and in an amount consonant with the full replacement value of the buildings and other structures on the Condominium. Such coverage shall include all of the Units and the fixtures initially installed therein by Declarant and replacements thereof up to the value of those initially installed by Declarant, but shall not include any improvements or additions (including wall coverings and fixtures) made by or on behalf of any Owner other than those made by Declarant and shall exclude furnishings and other personal property within a Unit.

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 Owners and their respective Mortgagees, and all other Persons entitled to occupy any Unit as their interests may appear. The Association's insurance policy may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance equals at least the replacement cost of the insured property.

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

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

(a) The Board of Directors shall utilize commercially reasonable efforts to secure a blanket hazard insurance policy providing "special perils" coverage in an amount equal to full replacement cost, before application of deductibles, of all structures located on the Condominium as required by Section 44-3-107 of the Act. If "special perils" 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 commercially reasonable efforts to obtain policies that will provide the following:

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

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

(iii) until the expiration of ten (10) days after the insurer gives notice in writing to the Mortgagee of any Unit, the Mortgagee's insurance coverage will not be affected or jeopardized by any act or conduct of the Owner of such Unit, the other Owners, the Board of Directors, or any of their agents, employees, or household members, nor be canceled for nonpayment of premiums;



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

(v) pursuant to the Façade Easement, the Athens Clarke Heritage Foundation as an additional insured;

(vi) pursuant to the Façade Easement, that the act or omission of one insured will not invalidate the policies as to the other insured; and

(vii) an agreed value endorsement and an inflation guard endorsement.

(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 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 Owners or their Mortgagees. Each Owner shall notify the Board of Directors of all structural improvements made by the Owner to his or her Unit. Any Owner who obtains an individual insurance policy covering any portion of the Condominium, other than improvements and betterments made by such Owner at his or her expense and personal property belonging to such Owner, shall file a 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 cancelled.

(e) In addition to the insurance required hereinabove, the Board shall obtain as a Common Expense:

(i) workers' 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) If reasonably available, fidelity bonds or employee dishonesty insurance, covering officers, directors, employees, and other Persons who handle or are responsible for handling Association funds. Such bonds or insurance, if reasonably available, shall be in an amount consistent with the best business judgment of the Board of Directors, but in no event less than three (3) months 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 or insurance; provided, however, fidelity coverage herein required may be reduced based on the implementation of financial controls 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 (2) members of the Board of Directors must sign any checks written on the reserve account; and

(iv) such other insurance as the Board of Directors may determine to be necessary or desirable including, for example coverage of the following types of property contained within a Unit, regardless of ownership: (A) fixtures, improvements and alterations that are part of the building or structure; and (B) appliances, such as those used for refrigerating, ventilating, cooking, dishwashing, laundering, security or housekeeping.

(f) Insurance carried by the Association as a Common Expense shall not be required to include: (i) any part of a Unit that is not depicted on the original Survey and Floor Plans; or (ii) any part of a Unit that was not included as part of the collateral for the initial loan made for the initial purchase of the Unit, 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 on 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 Owner shall be obligated to obtain and maintain at all times insurance covering those portions of his or her Unit to the extent not insured by policies maintained by the Association. Upon request by the Board, the Owner shall furnish a copy of such insurance policy or policies to the Association. In the event that any such Owner fails to obtain insurance as required by this subparagraph, the Association may purchase such insurance on behalf of the Owner and assess the cost thereof to the Owner, to be collected in the manner provided for collection of assessments under Paragraph 10 hereof.

(i) Insurance Deductibles. In the event of an insured loss, any required deductible shall be considered a maintenance expense to be paid by the Person or Persons who would be responsible for such loss in the absence of insurance. If the loss affects more than one (1) Unit or a Unit and the Common Elements, the cost of the deductible may be apportioned equitably by the Board among the parties suffering loss in proportion to each affected owner's portion of the total cost of repair. Notwithstanding the foregoing, if the insurance policy provides that the deductible will apply to each Unit separately or to each occurrence, each Owner shall be responsible for paying the deductible pertaining to his or her Unit, if any. If any Owner or Owners fail to pay the deductible when required under this subparagraph, then the Association may pay the deductible and assess the cost to the Owner or Owners pursuant to Paragraph 8 of this Declaration; provided, however, where the deductible is for insurance required under the Act, no Owner shall be assigned more than Two Thousand Five Hundred Dollars (\$2,500), or such higher amount as authorized by the Act, as the cost of the deductible for any one (1) occurrence.

(j) Payment of Claims to Delinquent Owners. Notwithstanding anything to the contrary herein, in the event of an insured loss under the Association's master hazard insurance policy for which the Association receives from the insurer payment for a loss sustained by an Owner who is delinquent in the payment of assessments owed to the Association under Paragraph 10 hereof, then the Association may retain and apply such proceeds to the delinquency. Any surplus remaining after application of the proceeds to any delinquency shall be paid by the Association to the affected Owner.

17. REPAIR AND RECONSTRUCTION.



In the event of damage to or destruction of all or any part of the Condominium as a result of fire or other casualty, unless eighty percent (80%) of the 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. Such reconstruction and repair shall be conducted in a manner which complies with the Façade Easement. In the event of substantial damage or destruction, each holder of a first Mortgage shall be entitled to written notice of the damage, and nothing in these documents shall be construed to afford a priority to any Owner with respect to the distribution of proceeds to any such Unit. If the Condominium is not reconstructed or repaired after a loss described above, the Association shall comply with the requirements of the Façade Easement, including any amounts due under such Façade Easement.

(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 that 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 costs of reconstruction and repair due to failure of the Association to maintain coverage as provided in Paragraph 15 of this Declaration, the additional cost shall be a Common Expense. If, for any reason, the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair, as determined by the Board, 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 discussed in subparagraph 10(e). If there are surplus funds after repair and reconstruction is completed, such funds shall be common funds of the Association to be used as directed by the Board.

(c) Floor Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the Floor Plans and specifications 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 Floor 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 that 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 Owner upon whose property such encroachment exists, provided that such reconstruction was substantially in accordance with the 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 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.

18. 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. § 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 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 Owner in the distribution of proceeds to such Unit. In the event of a taking by condemnation or by eminent domain, the Association shall comply with the Façade Easement, including any amounts due under the Façade Easement.

19. EASEMENTS.

(a) Easements for Use and Enjoyment. Every Owner and Occupant shall have a right and non-exclusive easement of ingress and egress, use and enjoyment in and to the Common Elements which shall be appurtenant to and shall pass with the title to his or her Unit, subject to the following provisions:

(i) the rights of the Owners to the exclusive use of the Limited Common Elements assigned to their respective Units;

(ii) the right of the Association to have access to the Units and Limited Common Elements assigned to a Unit to discharge its rights and obligations, under the Condominium Instruments, including without limitation, the maintenance responsibility of the Association.

(iii) the right of the Association to charge reasonable admission and other fees for the use of any portion of the Common Elements, to limit the number of guests of Owners and tenants who may use the Common Elements, and to provide for the exclusive use and enjoyment of specific portions thereof at certain designated times by an Owner, his or her family, tenants, guests, and invitees;

(iv) the right of the Association to suspend the voting rights of an Owner and the right of an Owner to use the Common Elements for any period during which any assessment or charge against his or her Unit which is provided for herein remains unpaid and for a reasonable period of time for an infraction of the Declaration, Bylaws, or rules and regulations;

(v) the right of the Association to borrow money as may be set forth in the Bylaws; provided, however, the lien and encumbrance of any such mortgage given by the Association shall be subject and subordinate to any rights, interests, options, easements and privileges herein reserved or established for any Unit or Owner, or the holder of any Mortgage, irrespective of when executed, encumbering any Unit (Any provision in this Declaration or in any such Mortgage given by the Association to the contrary notwithstanding, the exercise of any rights therein by the holder thereof in the event of a default thereunder shall not cancel or terminate any rights, easements or privileges herein reserved or established for the benefit of any Unit or Owner, or the holder of any Mortgage, irrespective of when executed, encumbering any Unit.);

(vi) the right of the Association to grant permits, licenses or easements across the Common Elements, as authorized in this Declaration or the Bylaws;

(vii) the right of the Association to dedicate or transfer all or any portion of the Common Elements subject to such conditions as may be agreed to by the members of the Association.



Any Owner may delegate his or her right of use and enjoyment in and to the Common Elements and facilities located thereon to the members of his or her family, his or her tenants and guests, and shall be deemed to have made a delegation of all such rights to the Occupants of his or her Unit, if leased.

(b) Easement for Entry. The Association has an easement to enter into Units for emergency, security, or safety purposes, which right may be exercised by the Association's Board of Directors, Officers, agents, employees, managers, and all police officers, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall be only during reasonable hours and after reasonable notice to the Owner or Occupant of the Unit. For the purposes of this Paragraph, an emergency justifying immediate entry into a Unit shall include, but not be limited to, the following situations: a water or other utility leak, fire, strong foul odor, obvious insect infestation or sounds indicating that a person or animal might be injured or sick and require immediate medical attention. No one exercising the rights granted in this subparagraph shall be liable for trespass, damages, or in any other manner by virtue of exercising such rights. The failure to exercise the rights herein or to exercise said rights in a timely manner shall not create liability to any of the above-referenced parties, it being agreed that no duty to enter a Unit shall exist.

(c) Easement For Repairs. Every Unit shall be subject to an easement in favor of the Association for entry into such Unit for the purpose of effecting any repair (whether on an emergency basis or otherwise) for which the Association is responsible and any repair which, under the terms and provisions of this Declaration or the Bylaws, or under any rule or regulation adopted by the Board of Directors, the Owner of such Unit had the responsibility to make, but which such Owner failed to make. The easement herein described shall be exercisable by any member of the Board of Directors, by any officer of the Association, and by any authorized agent, representative, employee of, or contractor hired by, the management firm employed by the Association. In no event shall any Person who is authorized to exercise the easement herein described be liable for any damage as may be inflicted on any Unit in connection with the exercise of such easement, except for such damage as such Person may inflict by his gross negligence or intentional misconduct.

(d) Declarant Easements. For so long as Declarant owns any Unit primarily for the purpose of sale, Declarant and its duly authorized contractors, subcontractors, representatives, agents, associates, employees, tenants and successors and assigns shall have: (i) a non-exclusive easement for access and ingress to, egress from and use of the Common Elements for the placement and maintenance of signs, banners, balloons, decorations marketing materials and tables, a sales office, a leasing office, a business office, promotional facilities and model Units on any portion of the Condominium, together with such other facilities as in the opinion of Declarant may be reasonably required, convenient or incidental to the completion, renovation, improvement, development, sale or lease of any Unit; (ii) a non-exclusive easement to use the Common Elements for special events and promotional activities; and (iii) a transferable, non-exclusive easement on, over, through, under and across the Common Elements and Limited Common Elements for the purpose of making improvements on the Condominium or any portion thereof, for the purpose of constructing, installing, replacing, repairing, restoring and maintaining all utilities, buildings, driveways, landscaping and any other improvements on the Condominium property or serving the Condominium, and for the purpose of doing all things reasonably necessary and proper in connection therewith.

(e) Support. Every portion of a Unit and all Limited Common Elements which contributes to the support of another Unit shall be burdened with a non-exclusive easement of support in favor of such other Unit.

(f) Encroachments. The Units and Common Elements shall be subject to non-exclusive easements of encroachment as set forth in the Act.



(g) Utilities. To the extent that the sprinkler system or any utility line, pipe, 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 a non-exclusive easement for the use, maintenance, repair and replacement of such sprinkler system, utility line, pipe, wire or conduit, such non-exclusive easement to be in favor of the Unit, Units, or Common Elements served by the same and the Association. It shall be the obligation of the benefited Owner to maintain, replace and repair any pipe, line, conduit, duct or wire owned by such Owner, even if such pipe, line conduit, duct or wire is located within the boundaries of a Unit of another Owner. In such circumstance, the benefited Owner shall repair all incidental damage to any Unit resulting from performance of any such work. All Owners hereby covenant and agree that as finish levels can have varying degrees, such repairs will be complete only to the extent of being "paint-ready". Components that may require repair or replacement, such as tile and trim, will be reinstalled only to the extent of readily available materials or similar materials (trim and such will also be finished to "paint-ready"). Due to the uncontrollability of quality of repair, items such as faux paint treatment, wallpaper, ceiling/wall appliqué, and any other similar types of finishes, will not be the responsibility of the benefited Owner.

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

(h) Basement For Flues, Ducts, Etc. To the extent that portions of the heating, ventilating and air-conditioning systems (including furnaces, compressors, conduits, pipes, wires, flues, ducts and the like) serving a particular Unit are located within the boundaries of another Unit, then such other Units shall be burdened with a non-exclusive easement for the use, maintenance, repair and replacement of such portions of the heating, ventilating and air-conditioning systems, such easement to be in favor of the Unit or Units served by the same. In addition, to the extent that any trash chute serving any Unit or Units shall be located wholly or partially within the boundaries of another Unit, such other Units shall be burdened with a non-exclusive easement for the use, maintenance, repair or replacement of such trash chute, such easement to be in favor of the Unit or Units served by the same.

(i) Pest Control. The Association may but shall not be obligated to dispense chemicals for the extermination of insects and pests within the Units and Common Elements. In the event the Association chooses to provide such pest control, the Association and its duly authorized contractors, representatives, and agents shall have an easement to enter Units for the purpose of dispensing chemicals for the exterminating of insects and pests within the Units and Common Elements. Owners shall either provide a key to the Unit for purpose of such entry or have someone available at such times as are designated by the Board of Directors to allow entry into the Unit for this purpose. The Association shall not be liable for any illness, damage, or injury caused by the dispensing of these chemicals for this purpose.

(j) Community Bulletin Board. As part of the Common Elements maintained by the Association, the Board shall have the right, but not the obligation, to erect on the Condominium a bulletin board primarily for the use of Owners in advertising their Units for sale. For so long as the Association desires to maintain this bulletin board, each Owner and his licensed real estate broker and agent may use the Condominium for access, ingress and egress to and from this bulletin board; provided, however, the use of the bulletin board shall be subject to such reasonable nondiscriminatory rules and regulations as may be adopted or promulgated by the Board regulating the size and duration of such advertisements. The Board may terminate use of this bulletin board entirely at any time, and no property rights of any kind are created hereby.



(k) Public in General. The easements and rights created in this Paragraph do not, are not intended to, and shall not be construed to create any easements or rights in or for the benefit of the general public; provided, however, nothing set forth herein shall in any way limit or restrict any existing easements or rights already granted to the public as such easements or rights are previously recorded in the Athens-Clarke County, Georgia records. The Board of Directors hereby reserves the right to close temporarily, to the extent reasonably practicable, upon fifteen (15) days prior written notice (which may be given by posting in conspicuous locations upon the relevant portion of the Condominium), all or any portion of the Condominium that, in the reasonable opinion of the Board, may be legally necessary to prevent a dedication thereof, or any accrual of any rights therein, in the general public or in any Person other than the Persons for which such easements are expressly created in this Declaration.

20. MORTGAGEE'S RIGHTS.

(ii) Unless at least two-thirds (2/3) of the first Mortgagees and two-thirds (2/3) of the Owners give their consent, the Association or the membership shall not:

(i) by act or omission seek to abandon or terminate the Condominium;

(ii) change the pro rata interest or obligations of any individual Unit for the purpose of (1) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (2) determining the pro rata share of ownership of each Unit in the Common Elements;

(iii) partition or subdivide any Unit in any manner inconsistent with the provisions of this Declaration;

(iv) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Elements (the granting of easements or licenses, as authorized herein, shall not be deemed a transfer within the meaning of this clause); or

(v) use hazard insurance proceeds for losses to any portion of the Condominium (whether to Units or to Common Elements) for other than the repair, replacement, or reconstruction of such portion of the Condominium.

The provisions of this subparagraph shall not be construed to reduce the percentage vote that must be obtained from Mortgagees or Unit Owners where a larger percentage vote is otherwise required by the Act or the Condominium Instruments for any of the actions contained in this Paragraph.

(b) Where the Mortgagee holding a first Mortgage of record, a secondary purchase money Mortgage of record (provided that neither the grantee nor any successor grantee on the secondary purchase money Mortgage is the seller of the Unit) or other purchaser of a Unit obtains title pursuant to judicial or nonjudicial foreclosure of the Mortgage, it shall not be liable, nor shall the Unit be subject to a lien, for the share of the Common Expenses or assessments by the Association chargeable to such Unit which became due prior to such acquisition of title. Such unpaid share of Common Expenses or assessments shall be deemed 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.

(c) Upon written request to the Association, identifying the name and address of the holder and the Unit number or address, any Eligible Mortgage Holder 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 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 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.

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

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

(ii) any proposed termination of the Condominium;

(iii) 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 by such Eligible Mortgage Holder;

(iv) 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 Owner of any other obligation under the Condominium Instruments which is not cured within sixty (60) days;

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

(vi) any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders, as specified herein.

(e) Termination of the Condominium status after substantial destruction or condemnation, must be agreed to by Unit Owners who represent at least sixty-seven percent (67%) of the Total Association Vote and by Eligible Mortgage Holders that represent at least fifty-one percent (51%) of the votes of the Units that are subject to mortgages held by Eligible Mortgage Holders. If the legal Condominium is terminated for any reason other than substantial destruction or condemnation, such termination must be agreed to by Eligible Mortgage Holders representing at least sixty-seven percent (67%) of the votes of the mortgaged Units.



(f) (f) 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.

(g) Notwithstanding anything to the contrary herein contained, the provisions of Paragraphs 13 and 14 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 or assignment in lieu of foreclosure; or
- (iii) sell, lease, or otherwise dispose of a Unit acquired by the Mortgagee.

(h) No Priority. No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Elements.

(i) Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of any Mortgagee encumbering such Owner's Unit.

(j) Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

(k) Construction of this Paragraph. Nothing contained in this Paragraph shall be construed to reduce the percentage vote that must otherwise be obtained under the Condominium Instruments or Georgia law for any of the actions set forth in this Paragraph.

21. AUTHORITY AND ENFORCEMENT.

The Condominium shall be used only for those uses and purposes set out in this Declaration. Every Owner and Occupant shall comply with this Declaration, the 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. In addition to any rights the Association may have against an Owner's family, guests, tenants or Occupants, as a result of such Person's violation of the Condominium Instruments, the Association may take action under this Declaration against the Owner as if the Owner committed the violation in conjunction with the Owner's family, guests, tenants or Occupants.

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 and/or to use the Common Elements for violation of any duty imposed under the Declaration, Bylaws or Association rules. However, nothing herein shall authorize the Association or the Board of Directors to deny ingress and egress to or from a Unit. If any Occupant of a Unit violates the Declaration, Bylaws or Association rules, a fine may be imposed against the Owner and/or Occupant, as set forth below. The failure of the Board to enforce any provision of the Declaration, Bylaws or Association rules shall not be deemed a waiver of the right of the Board to do so thereafter.



In any enforcement action taken by the Association under this Paragraph, to the maximum extent permissible, all costs incurred by the Association in abating a violation or otherwise taking action to enforce the Declaration, Bylaws or Association rules, including reasonable attorney's fees actually incurred, may be assessed against the violating Owner and/or Occupant pursuant to subparagraph 8(b)(ii) above.

(a) 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 subparagraph (i) below. However, compliance with this subparagraph shall not be required for the following: (i) late charges on delinquent assessments; (ii) suspension of voting rights if an Owner is shown on the Association's records to be more than thirty (30) days delinquent in any payment due the Association, in which case suspension of the right to vote shall be automatic; (iii) suspension of the right to use the Common Elements if an Owner is shown on the Association's records to be more than thirty (30) days delinquent in any payment due the Association, in which case suspension of the right to use the Common Elements shall be automatic; provided, however, suspension of parking privileges shall require compliance with subparagraph 10(c)(iv) above; and (iv) suspension of common utility services, which shall require compliance with the provisions of subparagraph 10(c)(v) above.

(i) Notice. If any provision of the Declaration or Bylaws or any Association rule is violated, the Board shall send the violator written notice identifying the violation and fine(s) and/or suspension(s) being imposed and advising the violator of the right to request a hearing before the Board to contest the violation or the fine(s) and/or suspension(s) or to request reconsideration of the fine(s) and/or suspension(s). Fines and/or suspensions 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 before the Board to challenge the fine(s) and/or suspension(s). In the event of a continuing 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.

(ii) Hearing. If a written request for 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. Failure to request a timely hearing as provided herein shall result in loss of the right to challenge and request reconsideration of the fines.

(b) 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 regulations) and/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 procedure set forth in subparagraph 21(a) above.

The Association or its duly authorized agent shall have the power to enter a Unit or any portion of the Common Elements to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates the Declaration, the Bylaws or the rules and regulations; provided, however, the violating Owner or Occupant is given at least two (2) days prior written notice requesting that the violation be removed and abated and the property restored to substantially the same condition as existed prior to the structure, thing or condition being placed on the property and causing the violation. Such removal, abatement and restoration shall be accomplished at the violator's sole cost and expense. If the



Association exercises its right subject to this subparagraph, all costs of self-help, including but not limited to, reasonable attorney's fees actually incurred, shall be assessed against the violating Owner or Occupant and shall constitute a lien against the Unit. All such amounts shall be collected as an assessment pursuant to this Declaration. Additionally, the Association shall have the authority to record in the Athens-Clarke County land records a notice of violation identifying any uncured violation of the Declaration, Bylaws or rules and regulations regarding the Unit.

(c) Failure to Enforce. Notwithstanding the above, no right of action shall exist against the Association for failure of enforcement where: (i) the Board determines that the Association's position is not strong enough to justify taking enforcement action; (ii) a particular violation is not of such a material nature as to be objectionable to a reasonable person or justify the expense and resources to pursue; or (iii) the Owner or party asserting a failure of enforcement possesses an independent right to bring an enforcement action therefore at law or in equity and has failed to do so.

22. AMENDMENTS.

Except where a higher vote is required for action under any other provision of this Declaration or by the Act, in which case such higher vote shall be necessary to amend such provision, this Declaration may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the members of the Association holding two-thirds (2/3) of the Total Association Vote and such amendment shall otherwise comply with the provisions of Section 44-3-93 of the Act.

No amendment to this Declaration shall (a) modify, alter, or delete the permissible uses of a Commercial Unit or the Penthouse Residential Unit; (b) interfere with the ownership or operation of a Commercial Unit or the Penthouse Residential Unit; or (c) modify, alter, or delete any: (i) provision of this Declaration that benefits the Owner of a Commercial Unit or the Penthouse Residential Unit; (ii) rights, privileges, easements, protections, or defenses of an Owner of a Commercial Unit or the Penthouse Residential Unit; or (iii) rights of the Owners or the Association in relationship to the Owner of a Commercial Unit or the Penthouse Residential Unit without the written consent of the Owner of such Commercial Unit or the Penthouse Residential Unit, as applicable, attached to and recorded with such amendment.

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 the Athens-Clarke County, Georgia land records.

In addition to the above, material amendments to this Declaration must be approved by Eligible Mortgage Holders who represent at least fifty-one percent (51%) of the votes of Units that are subject to Mortgages held by Eligible Mortgage Holders. Notwithstanding the above, the approval of any proposed amendment by an Eligible Mortgage Holder shall be deemed implied and consented to if the Eligible Mortgage Holder fails to submit a response to any written proposal for an amendment within thirty (30) days after the Eligible Mortgage Holder receives notice of the proposed amendment sent by certified or registered mail, return receipt requested. Material amendments are those that establish, provide for, govern or regulate any of the following:

- (a) Voting rights;
- (b) Increases in assessments that raise the previously assessed amount by more than twenty-five percent (25%), assessment liens or subordination of such liens;



- (c) Reductions in reserves for maintenance, repair and replacement of the Common Elements;
- (d) Responsibility for maintenance and repair of the Condominium;
- (e) Reallocation of interests in the Common Elements or Limited Common Elements, or rights to their use;
- (f) Reallocation of rights to use the Common Elements or Limited Common Elements;
- (g) Redefinition of any Unit boundaries;
- (h) Convertibility of Units into Common Elements or of Common Elements into Units;
- (i) Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;
- (j) Hazard insurance or fidelity bond requirements;
- (k) Imposition of any restrictions on the leasing of Units;
- (l) Imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;
- (m) Restoration or repair of the Condominium (after damage or partial condemnation) in a manner other than that specified in the Condominium Instruments); and
- (n) Amendment of any provisions that expressly benefit Eligible Mortgage Holders or insurers or guarantors of first mortgages on Units in the Condominium.

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

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

23. GENERAL PROVISIONS.

(n) SECURITY. THE ASSOCIATION OR DECLARANT MAY, BUT SHALL NOT BE REQUIRED TO, FROM TIME TO TIME, PROVIDE MEASURES OR TAKE ACTIONS WHICH DIRECTLY OR INDIRECTLY IMPROVE SECURITY ON THE CONDOMINIUM; HOWEVER, EACH OWNER, FOR HIM OR HERSELF AND HIS OR HER TENANTS, GUESTS, LICENSEES, AND INVITEES, ACKNOWLEDGES AND AGREES THAT NEITHER THE ASSOCIATION NOR DECLARANT IS A PROVIDER OF SECURITY AND NEITHER PARTY SHALL HAVE A DUTY TO PROVIDE SECURITY ON THE CONDOMINIUM. FURTHERMORE, THE ASSOCIATION DOES NOT GUARANTEE THAT NON-OWNERS AND NON-OCCUPANTS WILL NOT GAIN ACCESS TO THE CONDOMINIUM AND COMMIT CRIMINAL ACTS ON THE CONDOMINIUM NOR DOES THE ASSOCIATION GUARANTEE THAT CRIMINAL ACTS ON THE CONDOMINIUM WILL NOT BE COMMITTED BY OTHER OWNERS OR



OCCUPANTS. 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 OWNER. NEITHER DECLARANT NOR THE ASSOCIATION SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF MEASURES UNDERTAKEN.

(b) Parking Spaces, Vehicles and Storage Spaces. Neither Declarant nor the Association shall be held liable for any loss or damage arising from theft, vandalism, malicious mischief, or any loss or damage to any property placed or kept in any parking space or storage space in the Condominium. Each Owner or Occupant with use of a parking space or storage space who places or keeps a vehicle and/or any personal property in the vehicle, parking space, or storage space does so at his or her own risk.

(c) Unit Keys. At the request of the Association, each Residential Unit Owner, by acceptance of a deed to a Unit, agrees to provide the Association with a key to the Unit (and the security alarm code, if any) to be used by the Association for maintenance, emergency, security or safety purposes as provided in subparagraph 9(a) of this Declaration (and for pest control, if necessary, as provided in subparagraph 19(j) of this Declaration). Neither Declarant nor the Association shall be liable for any loss or damage due to its holding such key, or use of such key for the purposes described above and each Owner shall indemnify and hold harmless Declarant, the Association and its officers and directors against any and all expenses, including attorneys' fees, reasonably incurred by or imposed upon Declarant, the Association or its officers or directors in connection with any action, suit, or other proceeding (including settlement of any such action, suit or proceeding) brought by the Owner or the Owner's family, tenants, guests, employees, invitees, or licensees against Declarant, the Association, its officers or directors arising out of or relating to its holding or use of such key for the purposes described above.

(d) Dispute Resolution. Prior to filing a lawsuit against the Association, the Board, or any officer, director, or property manager of the Association, an Owner or Occupant must request and attend a hearing with the Board of Directors. Any such request shall be in writing and shall be personally delivered to any member of the Board of Directors or the property manager, if any, of the Association. The Owner or Occupant shall, in such request and at the hearing, make a good faith effort to explain the grievance to the Board and resolve the dispute in an amicable fashion, and shall give the Board a reasonable opportunity to address the Owner's or Occupant's grievance before filing suit. Upon receiving a request for a hearing, the Board shall give notice of the date, time and place of the hearing to the Person requesting the hearing. The Board shall schedule this hearing for a date not less than seven (7) or more than twenty-one (21) days from the date of receipt of the request.

(e) Right of Action. All Owners hereby acknowledge and agree 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 construction defect (as such term is defined in O.C.G.A. § 8-2-36) in any Unit, the Common Elements or the Limited Common Elements, or any damage allegedly sustained by any Owner by reason thereof, except the Association may bring an action against a Contractor to recover damages resulting from construction defects in any of the Common Elements or Limited Common Elements. Such action may be maintained only after;

(i) The Association first obtains the written approval of each Owner whose interest in the Common Elements or Limited Common Elements will be the subject of the action;

(ii) A vote or written agreement of the Owners to which at least a majority of the votes of the members of the Association are allocated;



(iii) The Board and the Contractor have met in person and conferred in a good faith attempt to resolve the Association's claim or Contractor has definitively declined or ignored the requests to meet with the Board; and

(iv) The Association has otherwise satisfied all of the pre-action requirements for a claimant to commence an action as set forth in O.C.G.A. § 8-2-35, et seq.

Notwithstanding the above, the Board of Directors may negotiate the resolution of any alleged defect(s) in the Common Elements or Limited Common Elements on behalf of the Owners and shall have the right and authority to settle and release on behalf of any and all of the Owners claims, causes of action, damages and suits involving the same. Any such settlement and release shall bind all Owners and their successors and assigns. As set forth in Paragraph 22 hereof, no amendment to this Declaration shall (i) modify, alter, or delete any provision of this Declaration that benefits the Declarant or any rights, privileges, easements, protections, or defenses of the Declarant; or (ii) alter the rights of the Owners or the Association in relationship to the Declarant, without the written consent of the Declarant attached to and recorded with such amendment.

(f) Party Walls.

(i) General Rules of Law to Apply. Each wall built as a part of the original construction of the Units which shall serve and separate any two (2) adjoining Units shall constitute a party wall 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.

(ii) 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.

(iii) 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 or fence shall contribute to the cost of restoration thereof in equal proportions, without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

(iv) 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.

(v) Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Paragraph, each party shall appoint one (1) arbitrator. Should any party refuse to appoint an arbitrator within ten (10) days after written request therefor by the Board, the Board shall appoint an arbitrator for the refusing party. The arbitrators thus appointed shall appoint one (1) additional arbitrator and the decision by a majority of all three (3) arbitrators shall be binding upon the parties. Compliance with this subparagraph shall be a condition precedent to any right of legal action that either party may have against the other in a dispute arising hereunder.

(g) Successor Declarants. Any successor to Declarant shall not be responsible or subject to liability by operation of law or through the purchase of Declarant's interest in the Condominium or any



portion thereof at foreclosure or otherwise for any act, omission, or matter occurring or arising from any act, omission, or matter occurring prior to the time the successor succeeded to the interest of Declarant.

Disclosures. Each Owner and Occupant acknowledge the following:

(i) The Condominium is located adjacent to thoroughfares that may be affected by traffic and noise from time to time and may be improved and/or widened in the future.

(ii) The natural light available to and views from an Owner's Unit may change over time due to, among other circumstances, additional development and the removal or addition of landscaping.

(iii) No representations are made regarding the zoning of adjacent property, or that the category to which adjacent property is zoned may not change in the future.

(iv) No representations are made regarding the schools that currently or may in the future serve the Unit.

(v) Since in every community, there are conditions that different people may find objectionable, it is acknowledged that there may be conditions outside of the Condominium that an Owner or Occupant may find objectionable and that it shall be the sole responsibility of the Owners and Occupants to become acquainted with community conditions that could affect the Unit.

(vi) The Floor Plans and the dimensions and square footage calculations shown thereon are only approximations. Any Owner who is concerned about any representations regarding the Floor Plans should do his/her own investigation as to the dimensions, measurements and square footage of his/her Unit.

(vii) Declarant may be renovating portions of the Condominium and engaging in other construction activities related to the construction of Common Elements. Such renovation and construction activities may, from time to time, produce certain conditions on the Condominium, including, without limitation: (A) noise or sound that is objectionable because of its volume, duration, frequency or shrillness; (B) smoke; (C) noxious, toxic, or corrosive fumes or gases; (D) obnoxious odors; (E) dust, dirt or flying ash; (F) unusual fire or explosion hazards; (G) temporary interruption of utilities; and/or (H) other conditions that may threaten the security or safety of Persons on the Condominium. Notwithstanding the foregoing, all Owners and Occupants agree that such conditions on the Condominium resulting from renovation and construction activities shall not be deemed a nuisance and shall not cause Declarant and its agents to be deemed in violation of any provision of the Declaration.

(viii) Exposed concrete surfaces in portions of the Condominium which are not heated and cooled are subject to cracking due to (A) water penetration, (B) expansion and contraction of the concrete with temperature changes, and (C) building settlement.

(ix) Concrete surfaces in heated and cooled portions of the Condominium are subject to cracking due to building settlement.

(x) Concrete and hardwood surfaces and other uncovered surfaces within a Unit may transmit noise, and such noise shall not constitute a use of the Unit that interferes with or causes disruption to the use and enjoyment of another Unit by its respective Owner and/or Occupant.



(xi) No representations are made that the Unit is or will be soundproof or that sound may not be transmitted from one Unit to another or from the Common Elements (including, but not limited to, any amenity areas) to a Unit. Sound transmission between Units and Common Elements is inherent in multi-family construction and is not a warrantable condition.

(xii) A Unit may trap humidity created by every day living (cooking, bathing, laundering etc.). As a result, condensation may appear on the interior portion of windows and glass surfaces and fogging of windows and glass surfaces may occur due to temperature disparities between the interior and exterior portions of the windows and glass. If left unattended and not properly maintained by Owners and Occupants, the condensation may increase resulting in staining, damage to surrounding seals, caulk, paint, wood work and sheetrock, and potentially, mildew and/or mold (see subparagraph 11(d) herein).

(xiii) The Condominium is located in a downtown area which contains many bars and restaurants. Declarant makes no representations as to the noise levels that may be generated by such conditions.

(xiv) The building is constructed with a flat roof system. Rainwater and refuse may accumulate on various portions of the building's roof system and should be anticipated by the Owners and Occupants. Minimizing water intrusion and water penetrations may be possible if the building's roof systems are properly maintained by the parties responsible for providing such maintenance, as more specifically set forth in Paragraph 11 hereof.

(xv) Commercial Unit 1 may be used for receptions, parties, and other special occasions. Restaurant noise and odor, and other noise and odor related to such uses may emanate from Commercial Unit 1.

(xvi) The Condominium has been locally designated as an historic landmark. All exterior modifications to the Condominium will require the approval of the Historic Preservation Commission.

(xvii) Some of the parking spaces to be utilized by the Owners and Occupants are not located on the Condominium. Declarant has entered into certain agreements for the benefit of certain Owners and Occupants giving the Condominium the right to use certain parking spaces, which agreements Declarant may not have under its control. After the terms of such agreements expire, the Association, in its discretion, may renew such agreements, enter into other agreements for parking, or not enter into any new parking agreements.

(h) No Discrimination. No action shall be taken by the Association or the Board of Directors that would unlawfully discriminate against any person on the basis of race, creed, color, national origin, religion, sex, familial status or handicap.

(i) 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.

(j) Duration. The covenants and restrictions of this Declaration shall run with and bind the Condominium perpetually to the extent provided in the Act.



Dk 03272 Pg 0497

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

(l) Preparer. This Declaration was prepared by Linda B. Curry, Weissman, Nowack, Curry & Wilco, P.C., One Alliance Center, 4th Floor, 3500 Lenox Road, Atlanta, Georgia 30326.

[SIGNATURE ON FOLLOWING PAGE]



IN WITNESS WHEREOF, the undersigned Officers of The Georgian Unit Owners' Association, Inc., hereby certify that the above amendment to the Original Declaration and the following amendment to the Original By-Laws were duly adopted by ~~one hundred percent (100%)~~ *at least 2/3* of the Total Association Vote, with any required notices duly given.

This 22ND day of FEBRUARY, 2007.

THE GEORGIAN UNIT OWNERS' ASSOCIATION, INC.

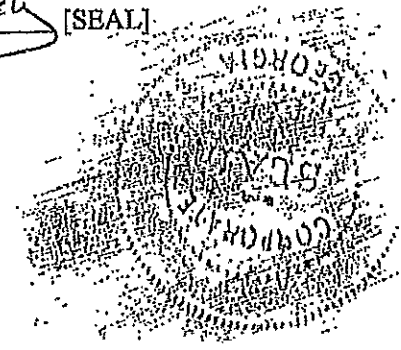
By: *[Signature]* [SEAL]
President

Attest: *[Signature]* [SEAL]
Secretary

Signed, sealed, and delivered
this 22nd day of February, 2007
in the presence of:

[Signature]
Witness

[Signature]
Notary Public
[NOTARY SEAL]





CONSENT AND JOINDER

THE UNDERSIGNED, being the record title owner(s) of the Commercial Units 1, 2 and 3 of The Georgian Condominium (hereinafter referred to as the "Units"), hereby consents to and joins in the foregoing Amended and Restated Declaration of Condominium for The Georgian Condominium

IN WITNESS WHEREOF, the undersigned has caused this Consent and Joinder to be executed by its duly authorized officers and its seal to be affixed hereto this 22ND day of FEBRUARY, 2007.

~~2007~~ *CM*
ABT

OWNERS OF COMMERCIAL UNIT 1, 2 AND 3:

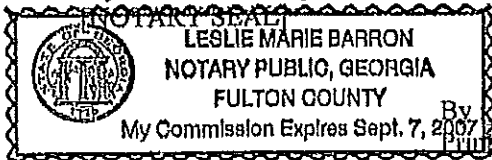
By: *[Signature]* (SEAL)

Print Name: A. BOYD SIMPSON
President

Signed, sealed, and delivered this 22nd day of February 2007.

[Signature]
Witness:

[Signature]
Notary Public
My Commission Expires: _____



By: *[Signature]* (SEAL)
Print Name: CHRISTOPHER D. HARDY
SECRETARY

Signed, sealed, and delivered this 22nd day of February, 2007.

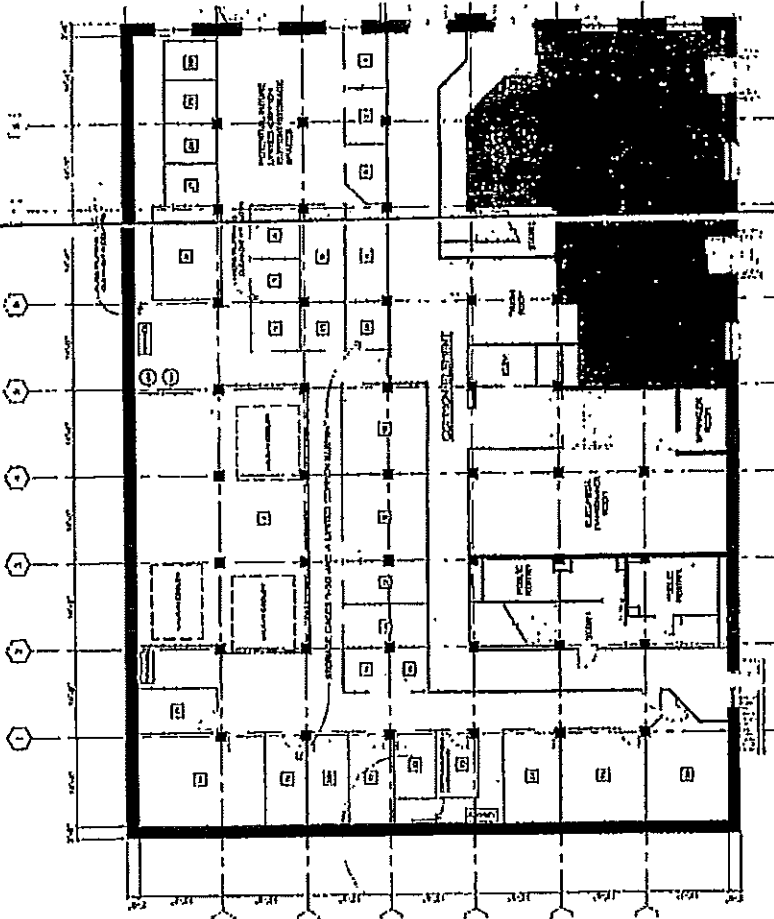
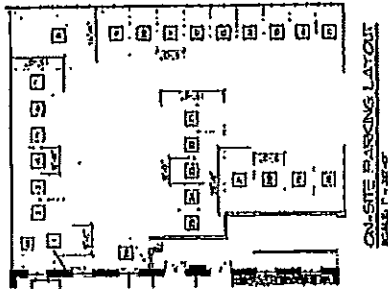
[Signature]
Witness:

[Signature]
Notary Public
My Commission Expires: _____
[NOTARY SEAL]



The Georgian Condominium
 247 East Washington Street
 Athens, Georgia

Basement Level Floor Plan & On-Site Parking Layout



Professional Seal and Signature of the Architect/Engineer.

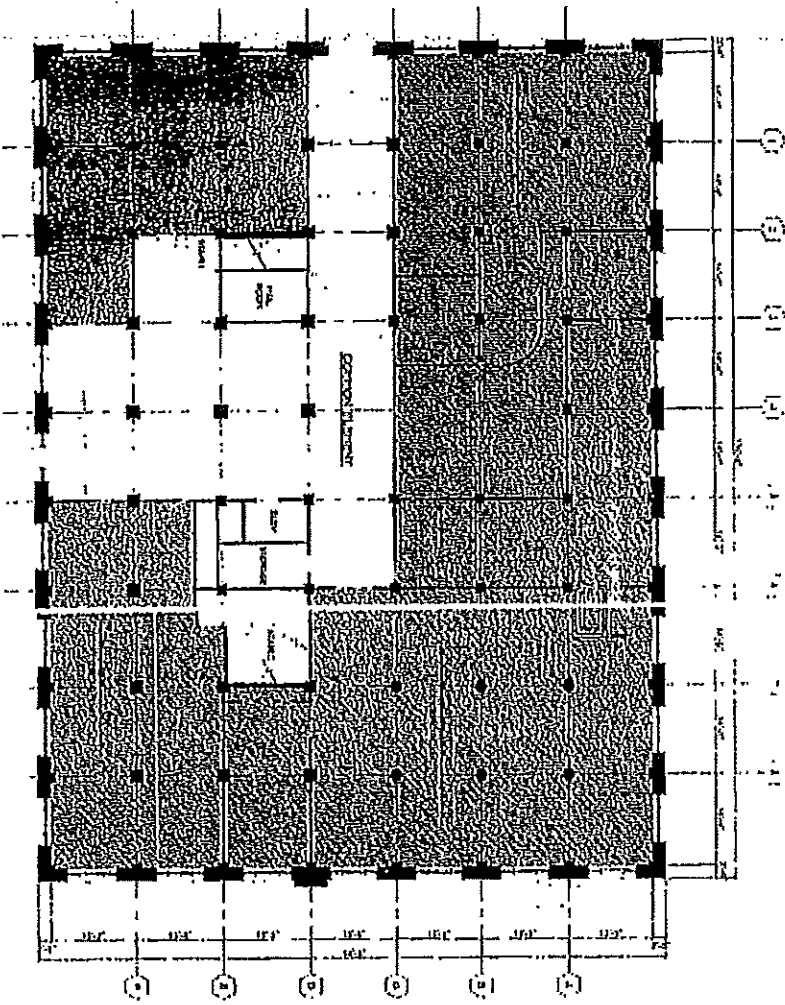
The Architect and General Contractor of this project are: [Name]



BASE FUNDING
 The [Name]
 [Address]
 [City, State, Zip]

NOT TO SCALE
 ALL DIMENSIONS SHOWN ON THIS PLAN ARE APPROXIMATE AND SHOULD BE VERIFIED BY THE ARCHITECT'S FIELD MEASUREMENTS.
 THE ARCHITECT'S FIELD MEASUREMENTS SHALL PREVAIL OVER ANY DIMENSIONS SHOWN ON THIS PLAN.
 THE ARCHITECT'S FIELD MEASUREMENTS SHALL BE THE FINAL AUTHORITY IN THE EVENT OF ANY DISCREPANCY BETWEEN THE DIMENSIONS SHOWN ON THIS PLAN AND THE DIMENSIONS SHOWN ON THE ARCHITECT'S FIELD MEASUREMENTS.
 THE ARCHITECT'S FIELD MEASUREMENTS SHALL BE THE FINAL AUTHORITY IN THE EVENT OF ANY DISCREPANCY BETWEEN THE DIMENSIONS SHOWN ON THIS PLAN AND THE DIMENSIONS SHOWN ON THE ARCHITECT'S FIELD MEASUREMENTS.

LOBBY LEVEL FLOOR PLAN



The Georgian Condominium
 247 East Washington Street Athens, Georgia
 Lobby Level Floor Plan

THE ARCHITECT'S FIELD MEASUREMENTS SHALL BE THE FINAL AUTHORITY IN THE EVENT OF ANY DISCREPANCY BETWEEN THE DIMENSIONS SHOWN ON THIS PLAN AND THE DIMENSIONS SHOWN ON THE ARCHITECT'S FIELD MEASUREMENTS.

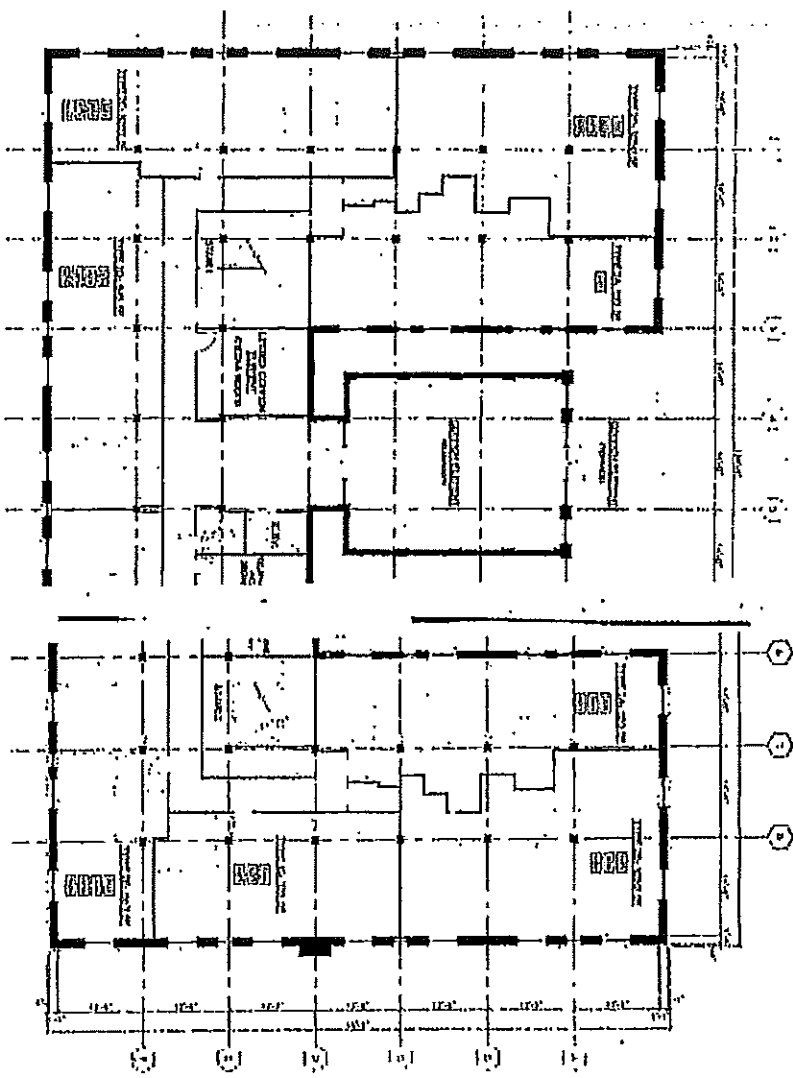
[Handwritten signature]
 ARCHITECT

THIS DOCUMENT IS THE PROPERTY OF THE ARCHITECT AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT. THE ARCHITECT'S FIELD MEASUREMENTS SHALL BE THE FINAL AUTHORITY IN THE EVENT OF ANY DISCREPANCY BETWEEN THE DIMENSIONS SHOWN ON THIS PLAN AND THE DIMENSIONS SHOWN ON THE ARCHITECT'S FIELD MEASUREMENTS.



GENERAL NOTES:
 1. This floor plan and the dimensions shown hereon are for information only and are not to be used for any other purpose.
 2. The dimensions shown hereon are for information only and are not to be used for any other purpose.
 3. The dimensions shown hereon are for information only and are not to be used for any other purpose.
 4. The dimensions shown hereon are for information only and are not to be used for any other purpose.
 5. The dimensions shown hereon are for information only and are not to be used for any other purpose.

2ND LEVEL FLOOR PLAN



The Georgian Condominium
 247 East Washington Street Athens, Georgia
 2nd Level Floor Plan

The Architect of Record for The Georgian Condominium is
 ARCHITECT OF RECORD
 100 Peachtree Street, N.E.
 Atlanta, Georgia 30309

2/28/11
 ARCHITECT OF RECORD
 [Signature]

This floor plan is a true and correct copy of the original as shown to the Georgia Department of Community Affairs and the Georgia Department of Transportation. It is not to be used for any other purpose. The Georgia Department of Community Affairs and the Georgia Department of Transportation are not responsible for any errors or omissions in this floor plan.





Bk 03272

Pg 0300

EXHIBIT "A"

Description Of Submitted Property

That certain real property located in the 216th Georgia Militia District, Athens-Clarke County, Georgia, and being identified as Condominium Unit Numbers 1, 2 and 3 on a plat of survey entitled "Survey for The Georgian Condominium" prepared by Ben McLeroy & Associates, dated August 12, 1985, and last revised September 18, 1985, recorded in Condominium Plat Book 1, at page(s) 172-177, Athens-Clarke County, Georgia records, together with their appurtenant undivided interest in the common elements in The Georgian Condominium, as provided in that certain Declaration of Condominium of The Georgian Condominium, dated October 15, 1985, and recorded in Deed Book 574, page 181, Athens-Clarke County, Georgia records.



EXHIBIT "B"

**Undivided Percentage Interest In The Common Elements
and Liabilities for Common Expenses and Voting Weight**

Unit Number	Approximate Square Feet	Ownership Percentage
Commercial Unit 1	7,651	17.74
Commercial Unit 2	1,362	3.16
Commercial Unit 3	1,730	4.01
Residential Unit 201	953	2.21
Residential Unit 202	1,050	2.43
Residential Unit 203	1,003	2.32
Residential Unit 204	945	2.19
Residential Unit 205	967	2.24
Residential Unit 206	735	1.70
Residential Unit 207	1,050	2.43
Residential Unit 208	953	2.21
Residential Unit 301	768	1.78
Residential Unit 302	775	1.80
Residential Unit 303	1,050	2.43
Residential Unit 304	1,003	2.32
Residential Unit 305	945	2.19
Residential Unit 306	967	2.24
Residential Unit 307	735	1.70
Residential Unit 308	1,050	2.43
Residential Unit 309	953	2.21
Residential Unit 401	768	1.78
Residential Unit 402	775	1.80
Residential Unit 403	1,050	2.43
Residential Unit 404	1,003	2.32
Residential Unit 405	945	2.19
Residential Unit 406	967	2.24
Residential Unit 407	735	1.70
Residential Unit 408	1,050	2.43
Residential Unit 409	953	2.21
Residential Unit 501	768	1.78
Residential Unit 502	775	1.80
Residential Unit 503	1,050	2.43
Residential Unit 504	1,003	2.32
Residential Unit 505	945	2.19
Residential Unit 506	967	2.24
Residential Unit 507	1,001	2.32
Penthouse Residential Unit 508	1,760	4.08
TOTAL		100.00%



DE 03272

PG 0502

EXHIBIT "C"

Facade Easement

[ATTACHED]

DE 03272

0513

DEED OF FACADE EASEMENT

This is a Deed of Facade Easement made this the 12th day of August, 1988 between Georgian Apartment Associates, Inc., a Georgia limited partnership whose sole general partners are Thomas K. Harmon Jr. and Lawrence E. Potts, Jr. ("Owner") and Athens Clarke Heritage Foundation, a not for profit corporation organized under the laws of the State of Georgia ("Grantee").

BACKGROUND

A. Owner has legal and equitable fee simple title to the parcel of land known as 247 E. Washington Street, Athens, Clarke County, Georgia, more particularly described in Exhibit "A" attached hereto and made a part hereof, including all improvements thereon erected (the "Property").

B. The Property is located in the Athens Downtown Historic District listed on the National Register of Historic Places in 1978 by the United States Department of Interior.

C. Grantee considers the Property to represent a valuable example of an historical architectural style.

D. Owner and Grantee understand that Grantee may be the recipient of facade easements in addition to the easement contained in this Deed of Facade Easement (the "Easement") on other properties in Athens.

E. Owner desires to grant to Grantee, and Grantee desires to accept, the Easement on the terms and conditions set forth below.

TERMS AND CONDITIONS

Intending to be legally bound hereby, in consideration of the mutual promises herein contained, and in further consideration of the sum of One Dollar (\$1.00) in hand paid by Grantee to Owner, receipt of which is hereby acknowledged, the parties hereto do grant, convey, assign, agree and declare as follows:

1. GRANT

Owner hereby grants and conveys to Grantee an estate, interest and easement, in the northern, southern, eastern and western facades of the Property, and that portion of the interior lobby level shown on Exhibit A-1 attached hereto and made a part hereof, for the preservation of historic, architectural, scenic and open space values, of the nature and character and to the extent set forth in this Easement, to constitute a servitude upon the Property running with the land, for the benefit of and enforceable by the Grantee, to have and to hold the said estate, interest and easement subject to and limited by the provisions of this Easement, to and for Grantee's proper uses hereinafter

RECORDED
1988 AUG 10
1 30 1 15
CLERK OF SUPERIOR COURT
ATHENS, GEORGIA

2. SCOPE OF GRANTEE'S ESTATE, INTEREST AND EASEMENT

The Easement herein granted conveys to Grantee an interest in the Property consisting of the benefits of the following covenants and undertakings by Owner:

a. Without the prior written consent of Grantee, which shall not unreasonably be withheld, Owner shall not cause, permit or suffer any construction, alteration, remodeling, decoration, dismantling, destruction, or other activity which would affect or alter in any way the appearance of the Property as viewed from any location on any street on or off the property.

b. Owner shall maintain the Property at all times and shall keep the Property in a state of good repair and shall make sure that the appearance of the Property, as viewed from any location on any street on or off the Property shall not be permitted to deteriorate in any material way, and to this end Owner agrees that it shall complete the restoration of the Property facades and interior space granted in accordance with the architectural specifications identified as Rabby, Hatch, Fortman, McWhorter, Architects drawings 2A3, 2A12, 2A13, 2D13, 2D13 and specifications 04120, 07920, 08508, and 08600 which are incorporated herewith by reference and made a part hereof and shall comply with the Remaining Restoration Program and the Minimum Maintenance Program set forth in Exhibit "B" to this Easement.

c. Owner shall permit Grantee access to the Property at such reasonable times as Grantee may request, for the purpose of examination and testing of all structural portions of the Property and such decorative portions of the Property as may be visible from any street on or off the Property.

d. Owner shall permit Grantee to display on the Property, at its discretion, a small marker or sign evidencing its ownership of the Easement granted herein.

3. INITIAL LEVEL OF PRESERVATION

Owner and Grantee agree that:

a. Renovation of the Façade and interior portion herein conveyed shall be completed on or before April 1, 1986. Upon completion, grantor shall inspect, and if renovation work is to grantee's reasonable satisfaction, obtain photographs, plans and specifications of the renovated facades and interior lobby level easement will be created which shall constitute the aesthetic, architectural and historic condition in which the appearance of the Property, as viewed from any street on or off the Property, is to be maintained, and the same shall subsequently be recorded not later than May 1, 1986 and shall be incorporated and be made a part of this Easement, and

b. Such photographs shall constitute conclusive evidence of the appearance of the Property which is not to be affected or altered pursuant to section 2(a) above and is to be maintained pursuant to section 2(b) above.

4. RIGHTS OF GRANTEE IF PROPERTY DESTROYED

In the event that the building located on the Property is, by reason of fire, flood, earthquake or other disaster of any kind whatsoever

a. Partially destroyed to such an extent or of such nature that the appearance of the Property as seen from any street on or off the Property is altered from the Property's appearance in the photographs, plans and specifications referred to in Paragraph 3 above, then Owner shall promptly restore the Property up to at least the total of the casualty insurance recovery to a condition so that the appearance is restored to that shown in such photographs, plans and specifications or to such other appearance as Grantee may reasonably direct as being consistent with the architectural character of the Athens Downtown Historic District.

b. Totally destroyed, then Owner shall not thereafter erect on the Property any building the appearance of which as seen from any street on or off the property is inconsistent with the architectural character of the historic buildings located in the Athens Downtown Historic District.

Upon satisfactory completion of such restoration, the appearance of the Property to which Paragraphs 2(a) and 2(b) above shall apply shall be the restored appearance of the Property. If Owner shall fail promptly to restore the Property as required under this section 4, Grantee shall have all the rights given it under section 4 below.

5. REMEDIES OF GRANTEE

Grantee shall have all remedies available to it at law or equity and Owner agrees that money damages shall be insufficient compensation to Grantee for any breach by Owner and that the amount of such damages would not be reasonably ascertainable. It is further understood and agreed that in the event Owner is found to have materially violated any of its obligations, Owner shall reimburse Grantee for any costs or expenses incurred in connection with enforcing this Easement, including court costs and reasonable architect's and attorney's fees. The exercise by Grantee of one remedy and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

6. ASSIGNMENT, SUCCESSORS AND ASSIGNS

a. This Easement shall extend to and be binding upon Owner and all persons hereafter claiming by, under or through

Owner, and the word "Owner" when used herein shall include all such persons whether or not such persons have signed this instrument or had any interest in the Property at the time it was signed. Anything contained herein notwithstanding, a person shall have no obligation pursuant to this Easement, if and when such person shall cease to have any interest (present, partial, contingent, collateral or future) in the Property or any portion thereof by reason of a bona fide transfer for value.

b. Grantee agrees that it will hold this Easement exclusively for conservation purposes; that is, it will not transfer this Easement for money, other property or services. Grantee may, however, assign or transfer its interests hereunder to any agency of the City of Athens, State of Georgia, or the United States of America, or to one or more organizations whose purposes include, *inter alia*, the preservation of historically important structures and land areas, provided such organization has the ability to properly enforce this Easement and further provided, that such organization is operated exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Code). Except as provided in the preceding sentence, Grantee may not assign or transfer its interest hereunder without the prior written consent of Owner, which shall not unreasonably be withheld. Subject to the foregoing provisions of this Section 6, the terms and conditions of this Easement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

7. RESERVATION

a. Owner reserves the free right and privilege to the use of the Property for all purposes not inconsistent with the grant made herein. Nothing herein shall be construed to grant unto the general public or any other persons, other than Grantee and its agents, the right to enter upon the Property for the purposes set forth herein.

b. Nothing contained in this Easement shall be interpreted to authorize, require or permit Owner to violate any law or ordinance relating to building materials, construction methods or use. In the event of any conflict between any such ordinance and the terms hereof, Owner shall promptly notify Grantee of such conflict and Owner and Grantee shall agree upon such modifications to the facade and/or this Easement consistent with sound preservation practices.

8. ACCEPTANCE

Grantee hereby accepts the right and interest granted to it in this Easement.

9. OWNER'S INSURANCE

Owner shall maintain, at its own cost, insurance against loss from the peril commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death and property damage in such amounts as would normally be carried on a property such as that subject to this Easement. Such insurance shall include Grantee's interest and name Grantee as additional insureds and shall provide for at least thirty (30) days notice to additional insureds before cancellation and that the act or omission of one insured will not invalidate the policy as to the other insured. Furthermore, Owner shall deliver to Grantee certificates or other such documents evidencing the aforesaid insurance coverage at the commencement of this Grant and a new policy or certificate at least ten (10) days prior to the expiration of each such policy.

10. RELEASE AND INDEMNIFICATION

Owner shall be responsible for and will and does hereby release and relieve Grantee, its agents or employees, and hold and defend harmless Grantee, its agents or employees, or, from and against any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses which may be imposed upon or incurred by Grantee by reason of loss of life, personal injury and/or damages to property occurring in or around the premises subject to this Grant of Easement occasioned in whole or in part by the negligence of Owner, its agents or employees.

11. ESTOPPEL CERTIFICATES

Grantee agrees at any time and from time to time, within twenty (20) days after Owner's written request, to execute, acknowledge and deliver to Owner a written instrument stating that Owner is in compliance with the terms and conditions of the Easement, or if Owner is not in compliance with this Easement, stating what violations of this Easement exist. Owner agrees to make such a request only for reasonable cause. If this Easement lapses, Owner and Grantee shall execute and acknowledge a written instrument to that effect which Owner shall cause to be recorded.

12. CONDEMNATION

In the event of a total condemnation of the Property, the Easement shall lapse. In the event of a partial condemnation of the Property where the portion of the Property not taken is capable of continued reasonable use, then this Easement shall remain on those facades and/or portions of facades not taken by condemnation. In consideration for the right granted under Section 13 below, Grantee shall assert no claim in the event of condemnation proceedings.

13. DEMOLITION OR PARTIAL DEMOLITION

(a) Demolition or partial demolition

In the event the Easement lapses in whole or in part because of demolition or partial demolition of the property resulting from a casualty, subject to the provisions in Paragraph 4 above, Owner shall pay Grantee an amount equal to one-quarter of one percent of the then current fair market value of the property (valued as if the property had been restored consistent with this Easement), multiplied by the percentage of the Easement which has lapsed.

(b) Condemnation or loss of title

In the event the Easement lapses in whole or in part because of a condemnation or loss of title of all or a portion of the building, Owner shall pay Grantee as a donation to reimburse Grantee for its costs of administration of this Easement an amount agreed upon to be equal to one-quarter of one percent of the then current fair market value of the property (valued as if the property had been restored consistent with this Easement), multiplied by the percentage of the Easement which has lapsed.

(c) To the extent that a damaged or condemned portion of the facade, subject to this Easement is reconstructed consistent with the terms of this Easement, that portion of the Easement shall continue and Subparagraph (a) and (b) above shall not apply.

14. REVIEW, APPROVAL AND ADDITIONAL COSTS

Wherever the consent of Grantee is required, it shall not be unreasonably withheld or delayed. In any event, Grantee shall respond to requests for consent within thirty (30) days or such consent shall be deemed to have been given. It is further agreed that whenever the consent of Grantee is required, Owner shall bear the reasonable costs of Grantee's review, including disbursements for purpose of giving stop-work certificates, and that the costs for Grantee's review shall include reasonable architectural fees and Grantee's administrative expenses in processing Owner's request.

IN WITNESS WHEREOF, the parties hereto have executed this Easement the day and year first above set forth.

WITNESS

Christina M. Carroll
Christina M. Carroll
Notary Public
My Commission Expires
12/23/85

Exact date document executed
by Notary: 12/23/85

OWNER

Georgian Apartment Associates, Ltd.
a Georgia limited partnership

BY: *Lawrence R. Fouts, Jr.*
Lawrence R. Fouts, Jr.
General Partner

BY: *Thomas H. Harrison, Jr.*
Thomas H. Harrison, Jr.
General Partner

WITNESS

Janice Bracy Long
Janice Bracy Long

Ernest DePaula
Ernest DePaula
Notary Public

My Commission Expires
12/23/85
My Commission Expires 12/23/85

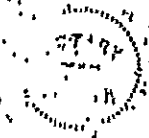
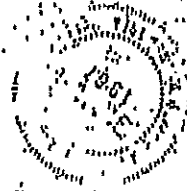
Exact date document executed
by Notary: 12/23/85

GRANTEE

Athens Clarke Heritage Foundation

BY: *James M. Chalkey*
James M. Chalkey
Administrative Director

ACCEPTED:
James M. Chalkey (SEAL)
Vice President Finance





Bk 03272 Pg 0510

Remaining Restoration Program for the Facades
and Portion of the Lobby

of

THE GEORGIAN CONDOMINIUM,
247 East Washington Street
Athens, Georgia

Owned By

Georgian Apartment Associates, Ltd.
A Georgia Limited Partnership

Complete Specification References:

Habun Hatch Fortman McWhorter, Architects
Drawings: 2A2, 2A12, 2A13, SD12, SD13
Specifications: 04120, 07920, 0850K, 08600

EXHIBIT "B"

BOOK 592 PAGE 77



Bk 03272

Pg 0511

Parade

1. Clean brick work above and to the left of the Washington Street entry area.
2. Clean brickwork at either side of the Jackson Street entry.
3. Clean and repoint the brick parapet at the second floor entrance at the west face of the building.
4. Clean and repoint the brickwork of the small first-flooring entrance building at the second level.
5. Repair brick veneer on the south portion of tower.
6. Repair damaged brick pointing of third floor cornice, quoins, pilasters, and balustrade on the north elevation three high side of the northwest corner.
7. Repair exterior wood work of the granite window of the fourth floor at the west face of the tower level.
8. Install square panels in small narrow windows on all elevations.
9. Finish all window wood trim or sills.
10. Repoint, stain, strip, repoint, and repoint, lobby level windows.
11. Repoint three double window units at the basement level along the north elevation.
12. Repoint non-tilt entry door into basement level at the northwest corner and the replacement with a double window unit.
13. Repoint five small windows (one at each floor level), from the northwest corner.
14. Apply masonry stain to cover areas of non-tilt windows at basement level.
15. Repoint and replace quoins at the Washington Street entry and the Jackson Street entry.
16. Repoint and handrails at Jackson Street entrance into building.
17. Install new entry doors and frames at Washington Street entrance.

Appendix B, Page 2

see 602, vol 78

18. Finish side light panels at primary entrance through entry to lobby vestibule spaces.
19. Repoint new doors and frames at the two secondary entrances on the north portion of the Jackson Street elevation.

Lobby

1. Repair damaged plaster on walls, ceiling, and column capitals.
2. Repair wood trim on walls.
3. Repaint wood and plaster areas on walls and ceiling.
4. Clean marble walls and columns.
5. Clean marble floor tiles.
6. Clean limestone column stone glass window panels.
7. Strip, repoint, and paint wood windows.
8. Finish low wall at entrance with aluminum plate of marble and finish wood trim work.
9. Install new doors and frames at Washington Street entry.
10. Install new side light panels at Jackson Street entry.

Appendix B, Page 3

see 602, vol 78

DE 03272 Pg 0512

MINIMUM MAINTENANCE PROGRAM

Owner shall adhere to a maintenance schedule with respect to the property at least as stringent as that set forth below. Owner shall keep reasonable records with respect to inspection and replacement and shall make such records available for inspection by Grantee in Athens, Clarke County, Georgia during normal working hours, upon written notice from Grantee.

1. BRICK AND LIMESTONE

INSPECTION SCHEDULE: Once a year, Spring or Fall, after a rainstorm.

OPERATION:

- A. Check for moist areas, cracks, crumbling material, loose pieces, missing mortar, efflorescence (white discoloration).
- B. Check where moisture is entering masonry and repair any leaks in roofing, cornices, flashing, downspouts, joints between masonry and other materials.
- C. Repair or provide additional support to door or window heads which are unstable.
- D. Re-flash, re-caulk leaking joints as required.
- E. Repoint joints with loose or crumbling mortar using mortar which matches original in color, texture, and constituent composition. Mortar shall not have high Portland cement content and shall be no harder than brick or original mortar. Repointing work shall be performed only in accord with a proposal submitted to and approved by Grantee prior to start of work. Repointing shall be done as follows: remove deteriorated or loose mortar with hand tools to a minimum depth of 2.5 times joint width; clean joints; apply fresh mortar to wetted joints in layers not thicker than 1/4 (one quarter) inch. Joints shall be slightly recessed to maintain original width and tooled to match original finish. Model for repointing shall be existing original.
- F. Masonry shall not be cleaned except in accord with a proposal submitted to and approved by Grantee prior to start of work. Any cleaning shall be done with materials and techniques which will not damage the masonry. Handblasting, wire brushes, grinders, sanding discs, or other abrasive methods shall not be used. Nor shall any harsh chemical which weakens the masonry be applied. Acids shall not be applied on marble. Materials and techniques shall be selected based on

EXHIBIT B, Page 4

ex. 502 PAGE 20

results of test patch samples. Any chemical cleaner shall be chemically neutralized and thoroughly rinsed off in order to remove residues that could damage masonry or interior finishes.

2. METAL GRILLES, RAILINGS

INSPECTION SCHEDULE: Once a year

OPERATION:

- A. Check for deteriorated paint, rust, moisture damage, wear.
- B. Repair any loose joints, attachments or hardware.
- C. Prime and paint per Paragraph 14 below.

3. SHEET METAL ROOFING, GORNICES, DORMERS AND FLASHING

INSPECTION SCHEDULE: Twice a year, late Spring and early Fall and after winds higher than 50 M.P.H.

OPERATION:

- A. Check for cracks, warps, distortions or weak areas, loose or damaged seams, loose attachments.
- B. Check for loose, damaged or missing sections. Check masonry or woodwork underneath for moisture damage, especially at attachment points.
- C. Replace damaged or missing sheet metal to match existing. Repair leaks, weak areas.
- D. Reattach to repair masonry or wood or iron substrate.
- E. Paint color for flashings shall match adjacent construction.
- F. Check all gutter locations for trash and debris.

4. CAULKING COMPOUND

INSPECTION SCHEDULE: Twice a year, Spring and Fall

REPLACEMENT SCHEDULE: As required, about every 15 years

OPERATION:

- A. Check caulk for brittle, cracked or missing pieces.
- B. Remove any damaged area; clean, prime or seal per manufacturer's specifications, provide backup rods and bond-breaker tape as required, replace caulk.

5. WOODWORK: DOORS, WINDOWS, UTILITY

INSPECTION SCHEDULE: Twice a year, Spring and Fall

OPERATION:

- A. Check for moisture, damage, warping, splitting, unbound joints.

EXHIBIT B, Page 5

- B. If wood is decayed, determine source of moisture, stop leaks, and replace decayed wood and damaged flashing.
- C. Repair unsound joints.
- D. In natural finish woodwork repair holes and damaged areas using wood which matches the existing in species, grain pattern and color.
- E. In painted woodwork seal fine cracks with wood filler.
- F. Check putty for cracks or missing pieces. Re-glaze where necessary.
- G. Prime and paint any new flashing, putty or other glazing materials.

6. GLASS

INSPECTION SCHEDULE: Twice a year.

OPERATION:

- A. Replace cracked lights with glass to match.

7. PAINT

INSPECTION SCHEDULE: Twice a year

REPLACEMENT SCHEDULE: Every 5 to 8 years

OPERATION:

- A. Check for worn, bare spots, blistering, peeling, mildew.
- B. Check where moisture is entering wood and stop leaks.
- C. Wash mildew with fungicide.
- D. Split blisters, scrape peeling areas, remove rust and rough spots.
- E. Coat bare wood with preservative.
- F. Prime and paint wood using materials compatible with the preservative.
- G. Scrape and wirebrush deteriorated paint and rust from metal.
- H. Prime and paint bare metal using materials designed for the type of metal.

8. TERMITES

INSPECTION SCHEDULE: Twice a year, late Spring and early Fall.

OPERATION:

- A. Check exposed exterior and interior surfaces of walls and foundations, with particular attention to areas of stairway, floor openings, wall openings and changes in wall masonry material. Check for cracks, collapsing, leaning or bulging areas or other signs of uneven settlement or movement.

EXHIBIT B, Page 6

...OK 502 PAGE 62

Bk 03172 Pg 0315

- B. Check interior wall surfaces at upper levels, with particular attention to joints between party walls and perpendicular front and rear walls, joints between floors and walls, and joints between partitions and ceilings. Check for cracks, crumbled plaster, gaps between finishes or other signs of movement.
- C. Take immediate action to treat for any active infestation and repair any damage.

9. AWNINGS

INSPECTION SCHEDULE: Twice a year.

OPERATION:

- A. Check for tears. If torn, have repaired by an awning business equipped to handle commercial size awnings. Replace as needed.

10. STRUCTURAL CHECKPOINTS

INSPECTION SCHEDULE: Once a year

OPERATION:

- A. Check exposed exterior and interior surfaces of walls and foundations, with particular attention to areas of stairway, floor openings, wall openings and changes in wall masonry material. Check for cracks, collapsing, leaning or bulging areas or other signs of uneven settlement or movement.
- B. Check interior wall surfaces at upper levels, with particular attention to joints between party walls and perpendicular front and rear walls, joints between floors and walls, and joints between partitions and ceilings. Check for cracks, crumbled plaster, gaps between finishes or other signs of movement.
- C. Take appropriate corrective action in consultation with licensed architect or structural engineer.

11. INTERIOR

INSPECTION SCHEDULE: Twice a year

OPERATION:

- A. Clean floor using industrial cleaner approved for ceramic tile.
- B. Inspect and dust chandeliers and replace burned out bulbs.
- C. Conduct repairs as necessary.

12. Recognizing the significant public benefit through public access to the interior of the building during normal

EXHIBIT-B, Page 7

NOV 502 AME 83

BK 03272

Pg. 0316

operating hours, Grantor includes in the grant of conservation easement to Grantee the following architectural details which contribute to the overall historic and/or aesthetic value of the premises: interior paving, flooring, wainscoting window and premises; interior paving, flooring, wainscoting window and door casings mouldings, chairrails, handrails, stair pickets, stair material, windows, to include window mullion size and lint arrangement, window sills, materials, and marble wainscoting.

13. Grantor, for himself, his Heirs and Assigns, hereby gives to Grantee, its Successors and Assigns, a right of first refusal to purchase the premises in the event of contemplated sale of the entire premises to a third party, said right to purchase exercisable by Grantee at the same price and terms then offered by Grantor to said third party within sixty (60) days of notification by Grantor of any contemplated sale of the entire premises.
14. Grantor will do and perform at his cost all acts necessary to the prompt recording of this easement among the land records of the County of Clarke in the Office of the Clerk of the Superior Court of Clarke County.

EXHIBIT B, Page 8

BOOK 502 PAGE 84