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**DECLARATION OF CONDOMINIUM
OF
GEORGIA GAMEDAY CENTER,
a condominium**

in Athens-Clarke County, Georgia

THIS DECLARATION OF CONDOMINIUM (as may be amended from time to time, the "Declaration") is made, executed by GAMEDAY ATHENS, LLC, a Georgia limited liability company ("Declarant") and recorded to submit the Property (as hereinafter defined) and the improvements thereon to the condominium form of ownership under the Georgia Condominium Act (the "Act").

**ARTICLE 1
SUBMISSION**

1.1 Submission. Declarant, as the owner of the Property, does hereby submit the Property to the provisions of the Act for the purpose of creating a condominium. From and after the date that this Declaration is recorded with the Clerk of the Superior Court of Athens-Clarke County, Georgia, the Property shall be owned, held, transferred, sold, conveyed, used, occupied, mortgaged or otherwise encumbered subject to the terms and provisions of this Declaration and the Act.

**ARTICLE 2
DEFINITIONS**

"Act" has the meaning set forth in the first paragraph of this Agreement.

"Articles of Incorporation" means the Articles of Incorporation of the Association, as then in affect.

"Association" means Georgia Gameday Center Condominium Association, Inc., a Georgia non-profit membership corporation, its successors and assigns.

"Board of Directors" means the Board of Directors of the Association.

"Broad Street Driveway" means the driveway entering the Property from Broad Street and continuing to the entrance to the Residential Parking Area and designated on the Plat as the "Broad Street Driveway."

"Bus Depot Area" means that portion of the Property depicted on the Plat as the "Bus Depot Area," and which is the property more fully described on *Exhibit D* attached hereto, including any easements, rights and appurtenances.

"Bus Depot Board Committee" means the committee established by the Board of Directors which consists of members of the Board of Directors elected by the Bus Depot Unit Owners as provided in the Bylaws.

"Bus Depot Common Elements" means those portions of the Bus Depot Area not within the boundaries of the Bus Depot Units other than any Condominium Common Element.

"Bus Depot Common Expenses" means common expenses exclusive to the Bus Depot Common Elements other than Bus Depot Limited Common Elements.

"Bus Depot Component" means the Bus Depot Area and all improvements now or hereafter located thereon, including the Bus Depot Units and the interests assigned to the Bus Depot Units in the Bus Depot Common Elements, Bus Depot Limited Common Elements and Condominium Common Elements.

"Bus Depot Limited Common Elements" means those portions of the Bus Depot Common Elements whose right to use is limited to, or otherwise reserved for, less than all Bus Depot Unit Owners, as more particularly set forth in this Declaration.

"Bus Depot Limited Common Expenses" means common expenses exclusive to the Bus Depot Limited Common Elements.

"Bus Depot Unit(s)" means each Unit designated on the Plans as a "Bus Depot Unit" and shall include an undivided ownership interest in the Common Elements assigned to such Bus Depot Unit by this Declaration; provided, however, that the existing structures and other improvements within the Bus Depot Unit shall not constitute a part of the Bus Depot Unit and such structures and other improvements may be demolished, reconfigured and re-constructed as provided in section 16.1.

"Bus Depot Unit Owner" means each person, including the Declarant, who owns a Bus Depot Unit.

"Bylaws" means the Bylaws of the Association, as then in affect.

"Clayton Street Driveway" means the driveway entering the Property from Clayton Street and continuing to the entrance to the Ground Level Parking Area and designated on the Plat as the "Clayton Street Driveway."

"Clubroom" means that portion of the Gameday Building depicted on the Plans as the "Clubroom."

"Commercial Area" means the ground floor of the Gameday Building other than the Lobby, the Mailroom, the Ground Level Parking Area, any vertical transportation system and any stairwells (other than the Commercial Unit 102 Stairwell).

"Commercial Board Committee" means the committee established by the Board of Directors which consists of members of the Board of Directors elected by the Commercial Unit Owners as provided in the Bylaws.

"Commercial Common Elements" means all portions of the Commercial Area not located within the boundaries of any Commercial Unit other than Condominium Common Elements and Residential/Commercial Shared Common Elements.

"Commercial Common Expenses" means common expenses exclusive to the Commercial Common Elements other than Commercial Limited Common Elements.

"Commercial Component" means the Commercial Area and all improvements now or hereafter located thereon, including the Commercial Units and the interests assigned to the Commercial Units in the Commercial Common Elements, the Commercial Limited Common Elements, the Residential/Commercial Shared Common Elements and the Condominium Common Elements.

"Commercial Limited Common Elements" means those portions of the Commercial Common Elements whose right to use is limited to less than all Commercial Unit Owners, as more particularly set forth in this Declaration, but shall not include any Reserved Commercial Parking Spaces or mailboxes or mail slots assigned to Commercial Units.

"Commercial Limited Common Expenses" means common expenses exclusive to the Commercial Limited Common Elements.

"Commercial Unit 102 Stairwell" means the stairwell in the Gameday building depicted on the Plans as the "Commercial Unit 102 Stairwell."

"Commercial Unit 113 Upper Level Areas" means (a) that portion of the third floor of the Gameday Building depicted on the Plans as the "Commercial Unit 113 Third Floor Area," (b) that portion of the fourth floor of the Gameday Building depicted on the Plans as the "Commercial Unit 113 Fourth Floor Area," (c) that portion of the fifth floor of the Gameday Building depicted on the Plans as the "Commercial Unit 113 Fifth Floor Area," (d) that portion of the sixth floor of the Gameday Building depicted on the Plans as the "Commercial Unit 113 Sixth Floor Area," (e) that portion of the seventh floor of the Gameday Building depicted on the Plans as the "Commercial Unit 113 Seventh Floor Area" and (f) that portion of the eighth floor of the Gameday Building depicted on the Plans as the "Commercial Unit 113 Eighth Floor Area."

"Commercial Unit(s)" means each Unit designated on the Plans as a "Commercial Unit" and shall include an undivided ownership interest in the Common Elements assigned to such Commercial Unit by this Declaration.

"Commercial Unit Owners" means each person, including the Declarant, who owns a Commercial Unit.

"Common Elements" means the Condominium Common Elements, the Residential Common Elements, the Commercial Common Elements, the Bus Depot Common Elements and the Residential/Commercial Shared Common Elements.

"Component(s)" means, individually or collectively as the context requires, the Residential Component, the Commercial Component and the Bus Depot Component.

"Condominium" means the condominium created by this Declaration.

"Condominium Common Elements" means (a) the Clayton Street Driveway, (b) the Dumpster Area, (c) the Ground Level Parking Area (d) the Broad Street Driveway, (e) the Lobby and (f) all retaining walls and foundation walls located on the Property.

"Condominium Common Expenses" means common expenses for the general benefit of the Condominium and the Condominium Common Elements, other than Residential Common Expenses, Residential Limited Common Expenses, Commercial Common Expenses, Commercial Limited Common Expenses, Bus Depot Common Expenses, Bus Depot Limited Common Expenses and Residential/Commercial Shared Common Expenses.

"Condominium Documents" means this Declaration, the Articles of Incorporation, the Bylaws, the Rules and Regulations, the Plat and the Plans, as then in affect.

"Conversion Date" means the first date that any Bus Depot Unit is being used for any commercial or residential use other than as a bus depot.

"Declarant" has the meaning set forth in the first paragraph of this Declaration.

"Declaration" has the meaning set forth in the first paragraph of this Agreement.

"Dumpster Area" means that portion of the Property where the trash dumpster is located and which is depicted on the Plat as the "Dumpster Area."

"Gameday Area" means all portions of the Condominium other than the Bus Depot Area.

"Gameday Building" means the building depicted on the Plat as the "Gameday Building."

"General Operating Fund" has the meaning set forth in section 20.5.

"Ground Level Parking Area" means those portions of the lowest elevation of the Parking Deck depicted on the Plans as the "Ground Level Parking Area."

"Home Game Hours" means the hours between 5:00 p.m. the day preceding each University of Georgia home football game and "G-day" football game and 8:00 a.m. on the second day following each such football game.

"Insurance Trustee" has the meaning set forth in section 22.5.

"Limited Common Elements" means the Residential Limited Common Elements, the Commercial Limited Common Elements and the Bus Depot Limited Common Elements.

"Lobby" means that portion of the Gameday Building depicted on the Plans as the "Lobby."

"Mailroom" means that portion of the Gameday Building depicted on the plans as the "Mailroom."

"Majority" means with respect to any specified group of Unit Owners at any time, the Unit Owners comprising such specified group who collectively own more than fifty percent (50%) of the Unit Percentages of all Unit Owners comprising such specified group.

"Mortgagee" means the holder of a Security Instrument.

"Non-Peak Hours" means the hours between 5:00 p.m. and 8:00 a.m. daily, other than Home Game Hours.

"Nonprofit Code" means the Georgia Nonprofit Corporation Code.

"Occupant" means a person or persons in possession of a Unit, regardless of whether that person is the Unit Owner.

"Overflow Lot" has the meaning set forth in section 17.1.

"Parking Deck" means those portions of the Gameday Building designated on the Plans as the "Ground Level Parking Area" and the "Residential Parking Area."

"Parking Space" means a designated space in the Parking Deck, Overflow Lot or other parking area in the Condominium for the sole purpose and use as a location to park personal automobiles and similar sized vehicles.

"Peak Hours" means all times other than Non-Peak Hours and Home Game Hours.

"Plans" means the Plans for Georgia Gameday Center filed and recorded in the Condominium Plan Book of Athens-Clarke County, Georgia.

"Plat" means the Plat of Georgia Gameday Center filed and recorded in the Condominium Plat Book of Athens-Clarke County, Georgia.

"Property" means the real property located in Athens-Clarke County, Georgia, more fully described on *Exhibit A* attached hereto, including any easements, rights and appurtenances.

"Reserved Commercial Parking Space" means each Parking Space in the Ground Floor Parking Area specifically assigned to a Commercial Unit by the Board of Directors for its exclusive use during the hours designated by the Board of Directors, during such hours that such Parking Space is not assigned for exclusive use by a Commercial Unit, including during all Home Game Hours, such Parking Space shall be an Unassigned Ground Level Parking Space.

"Reserved Residential Parking Space(s)" means each Parking Space in the Residential Parking Area specifically assigned by the Board of Directors to a Residential Unit for exclusive use 24 hours a day, 365 days a year.

"Residential Area" means (a) all portions of the second through eighth floors of the Gameday Building, other than the Commercial Unit 113 Upper Level Areas, (b) the Mailroom and (c) the Residential Parking Area.

"Residential Board Committee" means the committee established by the Board of Directors which will consist of members of the Board of Directors elected by the Residential Unit Owners as provided in the Bylaws.

"Residential/Commercial Shared Common Elements" means all portions of the Condominium which are not located within the boundaries of Residential Units or Commercial Units or the Bus Depot Area and including the roof and roof structure of the Gameday Building and which are not: (a) Condominium Common Elements, (b) Residential Common Elements or (c) Commercial Common Elements.

"Residential/Commercial Shared Common Expenses" means common expenses exclusive to the Residential/Commercial Shared Common Elements.

"Residential Common Elements" means (a) all portions of the Residential Area not located within the boundaries of any Residential Unit, (b) all portions of the vertical transportation system serving the Gameday Building, (c) all stairwells in the Gameday Building (other than the Commercial Unit 102 Stairwell), (d) any gate or access control system serving the Residential Parking Area, (e) the Clubroom, (f) the Mailroom and (g) any Overflow Lots.

"Residential Common Expenses" means common expenses exclusive to the Residential Common Elements other than Residential Limited Common Elements.

"Residential Component" means the Residential Area and all improvements now or hereafter located thereon, including the Residential Units and the interests assigned to the Residential Units in the Residential Common Elements, Residential Limited Common Elements, Residential/Commercial Shared Common Elements and Condominium Common Elements.

"Residential Limited Common Elements" means those portions of the Residential Common Elements whose right to use is limited to less than all Residential Unit Owners, as more particularly set forth in this Declaration, but shall not include any Reserved Residential Parking Spaces or mailboxes or mail slots assigned to a Residential Unit.

"Residential Limited Common Expenses" means expenses exclusive to the Residential Limited Common Elements.

"Residential Parking Area" means those portions of the Parking Deck designated on the Plans as the "Residential Parking Area."

"Residential Unit Owners" means each person, including the Declarant, who owns a Residential Unit.

"Residential Unit(s)" means each Unit designated on the Plans as a "Residential Unit" and shall include an undivided ownership interest in the Common Elements assigned to such Residential Unit by this Declaration.

"Rules and Regulations" means the Rules and Regulations that may from time to time be approved by the Board of Directors, or as concerns the Bus Depot Component, by the Bus Depot Unit Owners as provided in this Declaration.

"Security Instrument" means any mortgage, deed to secure debt or deed of trust secured by a Unit which gives such holder a first and superior lien or security title in and to such Unit.

"*Unassigned Ground Level Parking Space(s)*" at any time means each Parking Space in the Ground Level Parking Area other than a Reserved Commercial Parking Space which use at the time of such determination is specifically designated to a Commercial Unit.

"*Unit(s)*" means individually or collectively as context may require, the Commercial Units, the Residential Units and the Bus Depot Units and shall be further defined as that portion of the Condominium intended for individual ownership and use for which title has been conveyed by the Declarant to another party or for which a certificate of occupancy has been issued, as more particularly described in the Condominium Documents.

"*Unit Owner*" means each record titleholder of a Unit but shall not include a Mortgagee.

"*Unit Percentage*" means the percentage (a) set forth on *Schedule A* attached hereto, which percentage is approximately, for each Residential Unit, the square footage of such Residential Unit divided by the total square footage of all Residential Units, (b) for each Commercial Unit and its Commercial Unit Owner, by dividing (i) the square footage of such Commercial Unit by (ii) the total square footage of all Commercial Units, each such percentage as set forth on *Schedule B* and (c) for each Bus Depot Unit and its Bus Depot Unit Owner, by dividing (i) the square footage of such Bus Depot Unit by (ii) the total square footage of all Bus Depot Units, each such percentage being set forth on *Schedule C*.

ARTICLE 3 NAME

3.1 *Name.* The name of the Condominium is "Georgia Gameday Center."

ARTICLE 4 LOCATION

4.1 *Location and Property Description.* The Condominium is located in Athens-Clarke County, Georgia, on the real property described on *Exhibit A*.

ARTICLE 5 PLAT AND PLANS

5.1 *Plat.* The Plat is being filed simultaneously with the recording of this Declaration in the Condominium Plat Book records of Athens-Clarke County, Georgia, and by this reference, the Plat and all completed structural improvements thereon, the location of easements to which the Property is subject are hereby incorporated herein.

5.2 *Plans.* The Plans are being filed simultaneously with this Declaration in the Condominium Plat Book records of Athens-Clarke County, Georgia, and by this reference the Plans are incorporated herein.

ARTICLE 6 UNITS

6.1 *Separate Parcel.* Each Unit, together with its undivided interest in the Common Elements and Limited Common Elements assigned to such Unit shall for all purposes constitute a separate parcel of real property, which may be owned, held, transferred, sold, conveyed, used, occupied,

mortgaged, or otherwise encumbered in the same manner as any other parcel of real property, subject to the provisions of this Declaration and the Act. Each Unit Owner shall be entitled to the exclusive ownership and possession of the Unit owned by him, subject to the provisions of this Declaration and the Act. Each Unit shall include all of the space and improvements within the boundaries thereof.

6.2 Boundaries of Residential Units and Commercial Units.

(a) For each Residential Unit and Commercial Unit (i) upper horizontal boundaries shall be the plane formed by the lower edge surface of the support system to which the construction components forming the ceiling of such Residential Unit or Commercial Unit are attached, (ii) lower horizontal boundaries shall be the plane formed by the upper edge surface of the support system to which the construction components framing the floor of such Residential Unit or Commercial Unit are attached and (iii) the vertical boundary of such Residential Unit or Commercial Unit shall be the plane formed by the interior edge surface of the walls which form the exterior walls of such Residential Unit or Commercial Unit and to which the construction components forming the finished interior walls of such Residential Units or Commercial Units are attached. Notwithstanding the foregoing, in the case of any Residential Unit or Commercial Unit constructed directly on a concrete slab or floor, the lower horizontal boundary of such Residential Unit or Commercial Unit shall be the upper surface of such Residential Unit or Commercial Unit's floor or slab.

(b) All exterior doors and exterior windows located within a Residential Unit and Commercial Unit and all wallboard, plasterboard, plaster, paneling, molding, tiles, wallpaper, paint, finished flooring, and any other materials constituting any part of the finished surfaces of such Residential Unit or Commercial Unit shall be deemed a part of such Residential Unit or Commercial Unit; all other portions of the walls, floors or ceilings shall be deemed part of (i) the Residential Common Elements if part of a Residential Unit or (ii) Commercial Common Elements if part of a Commercial Unit. Except as otherwise provided herein, all space, interior partitions and other fixtures and improvements within the boundaries of a Residential Unit or Commercial Unit shall be deemed part of such Residential Unit or Commercial Unit.

(c) Heating and air conditioning systems serving only a single Residential Unit or Commercial Unit (including any part of such system located outside the boundaries of a Residential Unit or Commercial Unit), all duct work for heating and air conditioning systems and appliances and plumbing fixtures within a Residential Unit or Commercial Unit, shall be part of such Residential Unit or Commercial Unit. To the extent any chutes, flues, ducts, conduits, wires, bearing walls, bearing columns, or any other apparatus lies partially inside of the designated boundaries of a Residential Unit or Commercial Unit, any portions thereof serving more than one Residential Unit or Commercial Unit or any portion of the Common Elements shall be deemed a part of the Residential Common Elements if part of a Residential Unit or Commercial Common Elements if part of a Commercial Unit.

(d) In interpreting deeds and plans, the existing physical boundaries of a Residential Unit or Commercial Unit as originally constructed or of a Residential Unit or Commercial Unit reconstructed in substantial accordance with the Plans shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed in any deed or plan, regardless of settling or lateral movement of any improvements, and regardless of minor variance between the boundaries shown on the Plat or Plans or in a deed and those of such Residential Unit or Commercial Unit. The provisions of this section 6.2(d) shall not apply in the case of a subdivision of a Commercial Unit or a Bus Depot Unit as provided in section 6.5.

6.3 Boundaries of Bus Depot Units. There shall initially be only one Bus Depot Unit. The lateral vertical boundaries of such initial Bus Depot Unit shall be the vertical perpendicular planes

extending through the boundary lines described in the metes and bounds legal description attached hereto as *Exhibit D*. Such initial Bus Depot Unit shall have no upper or lower horizontal boundaries.

6.4 Alterations to Interiors of Units. If adjoining Units are owned by the same Unit Owner, such Unit Owner shall have the right, subject to the consent of a Mortgagee with respect to such Unit and also subject to the consent of the Board of Directors, which consent shall not be unreasonably withheld, to remove all or any part of any intervening partition or create doorways or other apertures therein, notwithstanding the fact that such partition may, in whole or in part, be part of the Common Elements applicable to such Unit; provided, however, that no portion of any load bearing wall or column may be materially weakened or removed and no portion of any Common Element may be damaged, destroyed or endangered, other than that partition and any chutes, flues, ducts, conduits, wires or other apparatus contained therein, provided such facilities are relocated by such Unit Owner if they serve any other part of the Condominium. Any request for the consent of the Board of Directors pursuant to this section 6.4 shall include all plans, including construction drawings, for such proposed alterations. The alterations permitted by this section 6.4 shall not be deemed an alteration or relocation of boundaries between adjoining Units.

6.5 Relocation of Boundaries Between Units.

(a) Regardless of any provision of this Declaration or the Plat or the Plans to the contrary, Declarant reserves the sole and exclusive right, exercisable with respect to any Unit, until the date that any such Unit, or portion thereof, has been conveyed to a purchaser other than Declarant, to subdivide or combine Unit boundaries in such manner and configuration as Declarant, in its sole discretion, and without the consent or joinder of any party other than a Mortgagee with respect to such Unit, shall deem necessary or desirable. Any such division or combination shall be evidenced by the recordation of an amendment to this Declaration and the Plat or the Plans in the Public Records of Athens-Clarke County, Georgia, and graphically depicting the subdivided or combined Units, as the case may be and the Association shall be required to execute any such amendment. No relocation of boundaries between Units by Declarant pursuant to this section 6.5(a) shall operate in any manner to change the Unit boundaries, Unit Percentage in Common Elements or Limited Common Elements that have been previously conveyed to any Unit Owner other than Declarant, unless such Unit Owner, and his Mortgagee consent, in writing. The foregoing right of Declarant shall terminate and cease upon conveyance of all Units to purchasers other than the Declarant.

(b) Except as provided in section 6.5(a), boundaries between adjoining Residential Units may not be relocated.

(c) Unless section 6.5(a) applies, boundaries between adjoining Commercial Units may be relocated only in accordance with the provisions of section 44-3-91 of the Act.

(d) Unless section 6.5(a) applies, boundaries between adjoining Bus Depot Units may be relocated only in accordance with the provisions of section 44-3-91 of the Act.

6.5 Subdivision of Units.

(a) No Residential Unit Owner may subdivide a Residential Unit.

(b) A Commercial Unit Owner may subdivide his Commercial Unit in accordance with section 44-3-92 of the Act.

(c) A Bus Depot Unit Owner may subdivide his Bus Depot Unit in accordance with section 44-3-92 of the Act.

ARTICLE 7 COMMON ELEMENTS

7.1 Generally. Ownership of the Condominium Common Elements shall be by the Unit Owners as tenants-in-common. Ownership of the Residential Common Elements shall be by the Residential Unit Owners as tenants-in-common. Ownership of the Commercial Common Elements shall be by the Commercial Unit Owners as tenants-in-common. Ownership of the Bus Depot Common Elements shall be by the Bus Depot Unit Owners as tenants-in-common. Ownership of the Residential/Commercial Shared Common Elements shall be by the Residential Unit Owners and the Commercial Unit Owners as tenants-in-common. The ownership interest in the Common Elements shall be an undivided interest, and except as provided in the Act and this Declaration shall remain undivided. No Unit Owner shall bring any action for partition or division of the Common Elements. The ownership interest in the Common Elements shall not be conveyed, transferred, encumbered or otherwise affected separate from the ownership of the Unit, and any agreement to the contrary shall be void.

7.2 Condominium Common Elements. Except as otherwise provided herein, the Association and each Unit Owner may use the Condominium 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 Unit Owners. Each Unit Owner and Occupant shall have a right and easement of use and enjoyment in and to the Condominium Common Elements (including the right of access, ingress and egress to and from the Unit over any portions of the Condominium designated for such purpose) and such easement shall be appurtenant to and shall pass with the title to such Unit, subject to the rights of the Unit Owners to the exclusive use of the Limited Common Elements assigned to their respective Units and to the right of the Association to control the use and enjoyment of the Condominium Common Elements as provided by the terms of this Declaration. Every portion of a Unit and all Limited Common Elements contributing to the support of an abutting Unit shall be burdened with an easement of support for the benefit of the abutting Unit.

7.3 Residential Common Elements. Except for Residential Limited Common Elements or as otherwise provided herein, each Residential Unit Owner may use the Residential 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 Residential Unit Owners. Each Residential Unit Owner and his Occupant shall have a right and easement of use and enjoyment in and to the Residential Common Elements (including the right of access, ingress and egress to and from his Residential Unit over any portions of the Gameday Area designated for such purpose) and such easement shall be appurtenant to and shall pass with the title to such Residential Unit, subject to the rights of the Residential Unit Owners to the exclusive use of the Residential Limited Common Elements assigned to their respective Residential Units and to the right of the Association to control the use and enjoyment of the Residential Common Elements as provided by the terms of this Declaration.

7.4 Commercial Common Elements. Except for Commercial Limited Common Elements or as otherwise provided herein, each Commercial Unit Owner may use the Commercial 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 Commercial Unit Owners. Each Commercial Unit Owner and Occupant shall have a right and easement of use and enjoyment in and to the Commercial Common Elements (including the right of access, ingress and egress to and from his Commercial Unit over any portions of the Gameday Area designated for such purpose) and such easement shall be appurtenant to and shall pass with the title to such Commercial Unit, subject to the rights of the Commercial Unit Owners to the exclusive use of the

Commercial Limited Common Elements assigned to their respective Commercial Units and to the right of the Association to control the use and enjoyment of the Commercial Common Elements as provided by the terms of this Declaration.

7.5 *Bus Depot Common Elements.* Except for Bus Depot Limited Common Elements or as otherwise provided herein, each Bus Depot Unit Owner may use the Bus Depot 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 Bus Depot Unit Owners. Each Bus Depot Unit Owner and Occupant shall have a right and easement of use and enjoyment in and to the Bus Depot Common Elements (including the right of access, ingress and egress to and from his Bus Depot Unit over any portions of the Bus Depot Area designated for such purpose) and such easement shall be appurtenant to and shall pass with the title to such Bus Depot Unit, subject to the rights of the Bus Depot Unit Owners to the exclusive use of the Bus Depot Limited Common Elements assigned to their respective Bus Depot Units and to the right of the Association to control the use and enjoyment of the Bus Depot Common Elements as provided by the terms of this Declaration.

7.6 *Residential/Commercial Shared Common Elements.* Except as otherwise provided herein, each Residential Unit Owner and Commercial Unit Owner may use the Residential/Commercial Shared 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 Unit Owners. Each Residential Unit Owner and Commercial Unit Owner and Occupant shall have a right and easement of use and enjoyment in and to the Residential/Commercial Shared Common Elements (including the right of access, ingress and egress to and from his Residential Unit or Commercial Unit over any portions of the Condominium designated for such purpose) and such easement shall be appurtenant to and shall pass with the title to such Residential Unit or Commercial Unit, subject to the right of the Association to control the use and enjoyment of the Residential/Commercial Shared Common Elements as provided by the terms of this Declaration.

ARTICLE 8 LIMITED COMMON ELEMENTS

8.1 *Residential Limited Common Elements.* The Residential Limited Common Elements attributable to a Residential Unit are reserved for the exclusive use of the Residential Unit Owner(s) and their Occupants which are assigned such Residential Limited Common Elements. The Residential Limited Common Elements attributable to a Residential Unit are as follows and as may be more specifically as set forth in the Plans:

- (a) any steps, ramps, decks, porches, balconies and air conditioning, heating, ventilating, exhaust, mechanical, electrical, telecommunications or other building systems adjoining and serving a particular Residential Unit;
- (b) any gas, electric, water or other utility meter that serves a particular Residential Unit;
- (c) sidewalks immediately adjacent to a particular Residential Unit and serving such Residential Unit; and
- (d) attic space above a Residential Unit to the extent accessible from such Residential Unit.

Although not a Residential Limited Common Element, each Residential Unit will be assigned one (1) mailbox or mail slot in the Mailroom.

8.2 Commercial Limited Common Elements. The Commercial Limited Common Elements attributable to a Commercial Unit are reserved for the exclusive use of the Commercial Unit Owner(s) and their Occupants which are assigned such Commercial Limited Common Elements. The Commercial Limited Common Elements attributable to a Commercial Unit are as follows and as may be more specifically as set forth on the Plans:

(a) any steps, ramps, decks, porches, balconies and air conditioning, heating, ventilating, exhaust, mechanical, electrical, telecommunications or other building systems adjoining and serving a particular Commercial Unit;

(b) any gas, electric, water or other utility meter that serves a particular Commercial Unit;

(c) sidewalks immediately adjacent to a particular Commercial Unit and serving such Commercial Unit; and

(d) attic space above a Commercial Unit to the extent accessible from such Commercial Unit.

Although not a Commercial Limited Common Element, each Commercial Unit will be assigned one (1) mailbox or mail slot in the Mailroom. The Commercial Unit 113 Upper Level Areas are Limited Common Elements of Commercial Unit 113 and may be used for any lawful purpose which does not interfere with the use and enjoyment of the Residential Units by the Residential Unit Owners and their Occupants.

8.3 Bus Depot Limited Common Elements. The Bus Depot Limited Common Elements attributable to a Bus Depot Unit are reserved for the exclusive use of the Bus Depot Unit Owner(s) and their Occupants which are assigned such Bus Depot Limited Common Elements. The Bus Depot Limited Common Elements attributable to a Bus Depot Unit are as follows and as may be more specifically as set forth in the Plans:

(a) any steps, ramps, decks, porches, balconies and air conditioning, heating, ventilating, exhaust, mechanical, electrical, telecommunications or other building systems adjoining and serving a particular Bus Depot Unit;

(b) any gas, electric, water or other utility meter that serves a particular Bus Depot Unit;

(c) sidewalks immediately adjacent to a particular Bus Depot Unit and serving such Bus Depot Unit; and

(d) attic space above a Bus Depot Unit to the extent accessible from such Bus Depot Unit.

**ARTICLE 9
ASSIGNMENT AND REASSIGNMENT
OF LIMITED COMMON ELEMENTS**

9.1 By Declarant. Declarant reserves the sole and exclusive right:

(a) until such time as a Residential Unit has been conveyed to a purchaser other than Declarant, to assign or reassign a Residential Limited Common Element with respect to such Residential Unit; or

(b) until such time as a Commercial Unit has been conveyed to a purchaser other than Declarant, to assign or reassign a Commercial Limited Common Element with respect to such Commercial Unit.

(c) until such time as a Bus Depot Unit has been conveyed to a purchaser other than Declarant, to assign or reassign a Bus Depot Limited Common Element with respect to such Bus Depot Unit.

9.2 By the Board of Directors. The Board of Directors, without a membership vote, is hereby authorized to assign and to reassign Residential Limited Common Elements and Commercial Limited Common Elements (but not without the approval of all Unit Owners assigned such Limited Common Element). The Board of Directors may not assign or reassign Bus Depot Limited Common Elements without the consent of a Majority of the Bus Depot Unit Owners. Additionally, any assignment or reassignment of Limited Common Elements shall otherwise be made in accordance with the provisions of section 44-3-82 of the Act.

**ARTICLE 10
ALLOCATION OF UNDIVIDED INTEREST
IN THE COMMON ELEMENTS**

10.1 Condominium Common Elements. The Condominium Common Elements shall be allocated in undivided interests to the Unit Owners as follows: (a) ninety percent (90%) to the Residential Unit Owners in proportion to their respective Unit Percentages, (b) five percent (5%) to the Commercial Unit Owners in proportion to their respective Unit Percentages and (c) five percent (5%) to the Bus Depot Unit Owners in proportion to their respective Unit Percentages.

10.2 Residential Common Elements. Each Residential Unit shall be allocated an undivided interest in the Residential Common Elements equal to its Unit Percentage.

10.3 Commercial Common Elements. Each Commercial Unit shall be allocated an interest in the Commercial Common Elements equal to its Unit Percentage.

10.4 Bus Depot Common Elements. Each Bus Depot Unit Owner shall be allocated an interest in the Bus Depot Common Elements equal to its Unit Percentage.

10.5 Residential/Commercial Shared Common Elements. The Residential/Commercial Shared Common Elements shall be allocated in undivided interests to the Residential Unit Owners and the Commercial Unit Owners as follows: (a) ninety-five percent (95%) to the Residential Unit Owners in proportion to their respective Unit Percentages and (b) five percent (5%) to the Commercial Units in proportion to their respective Unit Percentages.

**ARTICLE 11
ALLOCATION OF VOTES IN THE ASSOCIATION**

11.1 Generally.

(a) Except for the matters described in sections 11.1 (b), (c) and (d), each Unit Owner shall have one vote in the Association equal to (i) for each Residential Unit Owner, ninety percent (90%) of his Unit Percentage, (ii) for each Commercial Unit Owner, five percent (5%) of his Unit Percentage and (iii) for each Bus Depot Unit Owner, five percent (5%) of his Unit Percentage.

(b) Each Residential Unit Owner shall have one vote in the Association for matters relating solely to the Residential Component (other than the Condominium Common Elements and the Residential/Commercial Shared Common Elements) equal to his Unit Percentage.

(c) Each Commercial Unit Owner shall have one vote in the Association for matters relating solely to the Commercial Component (other than the Condominium Common Elements and the Residential/Commercial Common Elements) equal to his Unit Percentage.

(d) Each Bus Depot Unit Owner shall have one vote in the Association for matters relating solely to the Bus Depot Component (other than the Condominium Common Elements) equal to his Unit Percentage.

(e) Each Residential Unit Owner and each Commercial Unit Owner shall have one vote in the Association for matters relating solely to the Residential/Commercial Shared Common Elements equal to (i) for each Residential Unit Owner, ninety-five (95%) of his Unit Percentage and (ii) for each Commercial Unit Owner, five percent (5%) of his Unit Percentage.

11.2 Special Provisions. Notwithstanding any other provision in this Declaration or other Condominium Documents, this section 11.2 shall apply to any matter requiring the vote or other approval of the Unit Owners, which vote or approval is not exclusively reserved to less than all Components. No action may be taken by the Unit Owners if such action would result in a material and adverse effect to the rights and obligations provided to a Component or its Unit Owners under this Declaration and the other Condominium Documents, unless such action is approved by a Majority of the Unit Owners of such Component(s) that would be so adversely effected.

**ARTICLE 12
ALLOCATION OF LIABILITY FOR COMMON EXPENSES**

12.1 Condominium Common Expenses. Condominium Common Expenses (other than those attributable to the Ground Level Parking Area until the Conversion Date) shall be allocated and assessed as follows: (a) ninety percent (90%) among the Residential Unit Owners in proportion to their respective Unit Percentages, (b) five percent (5%) among the Commercial Unit Owners in proportion to their respective Unit Percentages and (c) five percent (5%) among the Bus Depot Unit Owners in proportion to their respective Unit Percentages. Until the Conversion Date, common expenses attributable to the Ground Level Parking Area shall be allocated and assessed as follows: (a) ninety-five percent (95%) among the Residential Unit Owners in proportion to their respective Unit Percentages and (b) five percent (5%) to the Commercial Unit Owners in proportion to their respective Unit Percentages. From and after the Conversion Date, common expenses attributable to the Ground Level Parking Area shall be allocated and assessed in the proportions set forth in the first sentence of this section 12.1.

12.2 Residential Common Expenses. Residential Common Expenses shall be allocated and assessed among the Residential Unit Owners in proportion to their respective Unit Percentages.

12.3 Commercial Common Expenses. Commercial Common Expenses shall be allocated and assessed among the Commercial Unit Owners in proportion to their respective Unit Percentages.

12.4 Bus Depot Common Expenses. Bus Depot Common Expenses shall be allocated and assessed to the Bus Depot Unit Owners in proportion to their respective Unit Percentages.

12.5 Residential/Commercial Shared Common Expenses. Residential/Commercial Shared Common Expenses shall be allocated and assessed (a) ninety-five percent (95%) among the Residential Unit Owners in proportion to their respective Unit Percentages and (b) five percent (5%) among the Commercial Unit Owners in proportion to their respective Unit Percentage.

12.6 Residential Limited Common Expenses. Residential Limited Common Expenses shall be allocated and assessed among the Residential Unit Owners assigned such Residential Limited Common Element in proportion to their respective Unit Percentages.

12.7 Commercial Limited Common Expenses. Commercial Limited Common Expenses shall be allocated and assessed among the Commercial Unit Owners assigned such Commercial Limited Common Element in proportion to their respective Unit Percentages.

12.8 Bus Depot Limited Common Expenses. Bus Depot Limited Common Expenses shall be allocated and assessed among the Bus Depot Unit Owners assigned such Bus Depot Limited Common Elements in proportion to their respective Unit Percentages.

ARTICLE 13 THE ASSOCIATION

13.1 Generally. The powers of the Association and the Board of Directors shall be as set forth in this Declaration, and shall be subject to the limitations and restrictions set forth in the Act, the Nonprofit Code, the Articles of Incorporation and the Bylaws.

13.2 Board of Directors. The Board of Directors is the governing body of the Association.

13.3 Committees. Pursuant to the Bylaws, and subject to the Nonprofit Code, the Board of Directors shall establish the Residential Board Committee, the Commercial Board Committee and the Bus Depot Board Committee. As provided in the Bylaws, all action or other determination required by the Board of Directors which relate solely to (a) the Residential Component or the Commercial Component or the Bus Depot Component, shall be determined by the Residential Board Committee or the Commercial Board Committee or the Bus Depot Board Committee, respectively and (b) the Residential/Commercial Shared Common Elements, shall be determined by the Residential Committee and Commercial Committee, acting jointly. All references in this Declaration to actions or other determinations by the Board of Directors which relate solely to the Residential Component or Commercial Component, the Bus Depot Component or the Residential/Commercial Shared Common Elements shall be interpreted to mean actions or other determinations by the Residential Board Committee, the Commercial Board Committee and/or the Bus Depot Board Committee, as described in the immediately preceding sentence.

13.4 Limitations on Authority.

(a) Without the consent of a Majority of the Bus Depot Unit Owners, the Association shall have no authority to take the actions specified in sections 44-3-106(a) and (b) of the Act with respect to the Bus Depot Component.

(b) Without the consent of a Majority of the Bus Depot Unit Owners, neither the Board of Directors nor the Association shall promulgate any Rules and Regulations or other rules and regulations concerning the Bus Depot Component.

**ARTICLE 14
PREPARER OF DECLARATION**

14.1 Preparer. The name and address of the attorney who prepared this Declaration is H. Edward Hales, Jr., Esq. of Sutherland Asbill & Brennan LLP, 999 Peachtree St., N.E, Atlanta, Georgia 30309.

**ARTICLE 15
GAMEDAY AREA RESTRICTIONS**

15.1 Generally. For the purpose of assuring the maximum enjoyment of the Condominium by all of the Unit Owners and Occupants, the Residential Units and the Commercial Units will be subject to the restrictions set forth on *Exhibit B* attached hereto and no Commercial Units may be used, occupied or leased for any of the prohibited uses set forth on *Exhibit C* attached hereto.

15.2 Compliance by Residential Unit Owners and Commercial Unit Owners, Occupants and Lessees. Each Residential Unit Owner and Commercial Unit Owner shall cause his Occupants to comply with all of the restrictions set forth in this Article 15, the Rules and Regulations and such other reasonable rules and regulations concerning the Condominium as may be promulgated from time to time by the Board of Directors. All agreements by which a Residential Unit or a Commercial Unit is leased shall provide that the terms of such lease shall be subject in all respect to all of the terms and provisions of the Declaration and the Bylaws, and that any failure by the lessee to comply with the terms of such documents shall be a default under such lease agreements.

15.3 Leasing of Residential Units and Commercial Units. Residential Units and Commercial Units may be leased by their respective Unit Owners subject to the covenants and restrictions of this Declaration and subject to the Rules and Regulations governing leasing established by the Board of Directors. Any lease agreement shall be required to provide that the lessee, sublessee, his invitees, employees and guests comply with the terms of the Declaration and that any failure by the lessee, sublessee, his invitees, employees or guests to comply with the terms of such documents shall be a default under the lease. All leases shall be required to be in writing.

15.4 No Adverse Affect to Bus Depot Area. The Gameday Area shall not be used for any use which would violate existing zoning laws or requirements or would cause the Bus Depot Area to become a nonconforming use or otherwise violate the requirements of its zoning classification from time to time.

15.5 Broad Street Driveway. The use of the Broad Street Driveway by the Commercial Unit Owners and their Occupants shall be limited to access to the Dumpster Area.

**ARTICLE 16
BUS DEPOT**

16.1 Generally. The Bus Depot Area may include such improvements, including without limitation, structures, surface parking, driveways and landscaping as the Declarant or a Majority of the Bus Depot Unit Owners determine from time to time. Without limiting the generality of the foregoing, and notwithstanding any other provision herein, the Declarant or a Majority of the Bus Depot Unit Owners shall have the right to demolish existing improvements located on the Bus Depot Area and reconfigure and/or construct and re-construct new improvements thereon.

16.2 Use Restrictions. The Bus Depot Area shall not be used for any residential or hotel use if such use would violate existing zoning laws or requirements or would cause the Gameday Area to become a nonconforming use with respect to density requirements under such zoning laws or requirements. Additionally, no part of the Bus Depot Area may be used, occupied or leased for any of the prohibited uses described in *Exhibit C*.

16.3 Retaining Walls and Foundation Walls. Declarant and a Majority of the Bus Depot Unit Owners reserve the sole and exclusive right to construct one or more ramps, driveways, stairwells and/or walkways through the retaining walls and/or foundation walls located at or near the western boundary of the Broad Street Driveway. Such improvements shall be a Condominium Common Element. Such construction shall be at the cost and expense of Declarant or Bus Depot Owners, but after construction costs attributable to such improvements shall be Condominium Common Expenses.

16.4 Adjoining Property. Declarant and thereafter the Bus Depot Unit Owners may enter into tie-in agreements with any landowner of property adjoining the Bus Depot Area which agreements may permit, without limitation, access to and from such adjoining property to the Bus Depot Area and construction of structures on both the Bus Depot Area and such adjoining property. To the extent any such structures are located on such adjoining property, they are not part of the Condominium.

**ARTICLE 17
PARKING**

17.1 Generally. As depicted on the Plans there will be a Parking Deck. The Residential Parking Area will be a Residential Common Element. The Ground Level Parking Area will be a Condominium Common Element. The Residential Board Committee may cause the Association to lease one or more parking lots (each, an "Overflow Lot"), on such terms as the Residential Board Committee determines, for use by the Residential Unit Owners of two-bedroom Residential Units (other than penthouses) and/or their Occupants and guests as provided in section 17.2(c). The Board of Directors may from time to time in its discretion amend the rules and regulations set forth in this Declaration regarding the use of the Ground Level Parking Area for Non-Peak Hours only, which may include the exclusive use of the Ground Level Parking Area during Non-Peak Hours by the Residential Unit Owners; provided that amendments shall not materially and adversely alter the rights of the two-bedroom Residential Unit Owners to use the Ground Floor Parking Area as provided in section 17.2(c).

17.2 Residential Unit Parking. All Parking Spaces in the Residential Parking Area not specifically assigned to a Residential Unit shall be considered general parking areas for the use of Residential Unit Owners, their Occupants and guests. Reserved Residential Parking Spaces will be assigned to Residential Units by the Board of Directors. The Board of Directors will give consideration to the location of the Residential Unit in respect to the location of the designated spaces. Each Residential Unit will be entitled to the following number of Parking Spaces:

(a) each three-bedroom Residential Unit shall be entitled to two (2) Reserved Residential Parking Spaces;

(b) each two-bedroom penthouse Residential Unit shall be entitled to two (2) Reserved Residential Parking Spaces;

(c) each two-bedroom Residential Unit (other than two-bedroom penthouse Residential Units) shall be entitled to (i) one (1) Reserved Residential Parking Space, (ii) during Home Game Hours, on a non-exclusive, first-come, first-served basis, one (1) Unassigned Ground Level Parking Space or one (1) Parking Space in the Overflow Lot, if any, and (iii) during Non-Pea Hours, on a non-exclusive first-come, first-served basis, one (1) Unassigned Ground Level Parking Space, during which time Commercial Unit Owners and their Occupants and guests, and from and after the Conversion Date Bus Depot Unit Owners and their Occupants and guests, shall also be entitled a non-exclusive, first-come, first-served basis, to use such Unassigned Ground Level Parkings; and

(d) each one-bedroom Residential Unit shall be entitled to one (1) Reserved Residential Parking Space.

17.3 Commercial Unit Parking. During Peak Hours, all Unassigned Ground Level Parking Spaces shall be considered general parking areas for the Commercial Units, and from and after the Conversion Date, the Bus Depot Units, and their respective Occupants and guests. Reserved Commercial Spaces may be assigned to Commercial Units by the Board of Directors from time to time, provided that no Reserved Commercial Parking Space may be reserved to any Commercial Unit or any other person during Home Game Hours. Additionally, during Non-Peak Hours, all Unassigned Ground Level Parking Spaces not specifically assigned to a Commercial Unit may be used by the two-bedroom Residential Unit Owners (other than penthouse Residential Units) and their Occupants and guests as provided in section 17.2(c), and from and after the Conversion Date by the Bus Depot Unit Owners, their Occupants and guests.

17.4 Bus Depot Unit Parking.

(a) Parking in the Bus Depot Area shall be on such terms and conditions as the Declarant or a Majority of the Bus Depot Unit Owners shall determine.

(b) From and after the Conversion Date, the Bus Depot Unit Owners and their respective Occupants and guests shall have the right to use the Ground Level Parking Area, subject only to those restrictions imposed on all Commercial Unit Owners.

17.5 Other Assignments. The Board of Directors shall, from time to time, make such additional assignments of Parking Spaces as they deem necessary and shall designate such Parking Spaces as "disabled" or "handicapped" or similar designation as may be required by the Americans with Disabilities Act and/or similar laws.

17.6 Size and Types of Permitted Vehicles in Parking Deck. Only a passenger automobile or a pick-up truck in operating condition or delivery trucks making deliveries to Commercial Units may be parked upon or in designated automobile Parking Spaces. The Board of Directors is authorized to prohibit the parking of all boats, recreational vehicles or other oversized vehicles in the Parking Deck. The Board of Directors may cause property stored or parked in violation of the provisions of this section 17.5 to be removed at the expense of the Unit Owner who parked or stored the same or whose Occupant, lessee, invitee, or lessee's invitee parked or stored the same, or at the expense of the Unit Owner on whose behalf the same is parked or stored, or who caused or permitted such parking or storage. The cost

of removal and further storage shall be assessed against the Unit Owner liable for such cost hereunder. Provided, however, that Declarant and its agents may park such trucks, vehicles or equipment in the Parking Deck as are necessary to complete construction to provide maintenance to any Unit, Common Element or Limited Common Element. Boats, trailers, trucks, motorcycles, mini-bikes, recreational vehicles or non-automobiles may be parked only in parking areas, if any, set aside by the Board of Directors for such purposes. These restrictions on recreational vehicles and non-automobiles may be enforced by removal and storage in the same manner as stated above, including the right of the Association to charge a fee for such removal and storage.

17.7 Enforcement and Fees.

(a) The Association may adopt such rules and regulations and/or employ gate access or other control systems to enforce the parking rights and restrictions set forth in this Article 17.

(b) The Association shall be permitted to collect reasonable fees from Residential Unit Owners for replacement of parking access cards and/or parking hang-tags.

**ARTICLE 18
REPAIR AND MAINTENANCE**

18.1 Units. Each Unit Owner shall be responsible for the maintenance, repair, renovation, restoration and replacement of all portions of his Unit, including, without limitation, the heating, air conditioning and interior electrical and plumbing systems and the exterior doors and glass surfaces. All such maintenance, repair, renovation, restoration and replacement work shall be performed by each Unit Owner in such a manner so as to cause as little disturbance to the Unit Owners and Occupants of the other Units as is reasonably possible.

18.2 Limited Common Elements. Each Unit Owner shall be responsible for the maintenance, repair, renovation, restoration and replacement of all of the Limited Common Elements assigned to his Unit. All such maintenance, repair, renovation, restoration and replacement work to be performed by the Unit Owner shall be done in such a manner so as to cause as little disturbance to the Unit Owners and Occupants of the other Units as is reasonably possible.

18.3 Common Elements. The Association shall be responsible for the maintenance, repair, renovation, restoration and replacement of the Common Elements. In performing such responsibility, the Association shall do the following:

- (a) provide maintenance and repair of driveways and parking areas;
- (b) repair, replace and maintain all utility lines, pipes, wires and conduits serving the Units (except for those forming a part of the heating and air conditioning and interior electrical and plumbing systems, for which each Unit Owner shall be responsible);
- (c) provide maintenance of the common areas including landscaping; and
- (d) pay common area taxes and utilities.

18.4 Prohibited Changes. No Residential Unit Owner and no Commercial Unit Owner shall paint or otherwise change the exterior appearance of his Unit, or of any other portion of the Property, including any of the Limited Common Areas assigned to his Unit, without having first obtained the written consent of the Board of Directors. Additionally, the design, type, location, size, intensity and

color of all exterior lights (including both those mounted as part of the original design of the Property and those mounted with the consent of the Board of Directors) located in the Gameday Area shall be subject to the control of the Board of Directors. The restrictions contained in this section 18.4 shall not apply to any Bus Depot Unit Owner or his Unit or the Bus Depot Component.

18.5 Maintenance Required by Unit Owners. In the event the Board of Directors shall determine that the need for maintenance or repairs by the Association as provided in section 18.3 is caused through the willful or negligent act of a Unit Owner, his Occupant, lessee, or their sublessees, assignees, guests or invitees, and not paid for by insurance, the cost of performing such maintenance or repair shall be added to and become a part of the assessments to which such Unit Owner is subject.

18.6 Special Provision Regarding Taxes. Ad valorem real property taxes and other assessments against the Property (other than the Units) shall not be Condominium Common Expenses. Such amounts shall be equitably allocated by the Association between the Residential/Commercial Shared Common Expenses and Bus Depot Common Expenses based on the relative values of the structures located on the Gameday Area and Bus Depot Area, respectively. If any Unit Owner disputes such allocation, resolution of such dispute must be made in accordance with Article 33.

ARTICLE 19 CONTROL BY DECLARANT

19.1 Generally. Notwithstanding anything contained elsewhere in this Declaration, or in the Articles of Incorporation or Bylaws, which may be construed to the contrary, the Declarant shall be authorized to appoint and remove any member or members of the Board of Directors and officer or officers of the Association. The Declarant's authority to so appoint and remove members of the Board of Directors and officers of the Association shall expire upon the first of the following to occur:

- (a) the expiration of three (3) years after the date of recording of this Declaration;
- (b) the date as of which Units to which four-fifths (4/5) of the undivided interests in the Common Elements shall have been conveyed by the Declarant to Unit Owners other than the Declarant;
- (c) the surrender by the Declarant of the authority to appoint and remove members of the Board of Directors and officers of the Association by an express amendment to this Declaration executed and recorded by the Declarant.

ARTICLE 20 ASSESSMENTS

20.1 Purpose. Assessments shall be levied against the Unit Owners and the Units to defray the common expenses of the Property. Common expenses shall be calculated separately for the respective Common Elements and Limited Common Elements. Assessments shall be made by the Board of Directors. Common expenses shall include the following:

- (a) management fee, if any, and expenses of administration of all or any portion of the Condominium;
- (b) common utility bills and charges for other common services, including but not limited to water and sewerage;

- (c) premiums for all insurance policies maintained by the Association;
- (d) the expenses of performing the maintenance, repair, renovation, and replacement work which is the responsibility of the Association under section 18.3;
- (e) such other costs and expenses as may be determined from time to time by the Board of Directors to be common expenses; and
- (f) the creation and maintenance of such reserve funds as are required to be maintained by the Association under sections 20.5 and 20.8, and such other reserve funds as the Board of Directors shall determine, including but not limited to a reserve for repairs and maintenance.

20.2 Budget; Payment Dates. No less than thirty (30) days prior to the commencement of each fiscal year of the Association, the Board of Directors shall adopt a budget for the succeeding fiscal year, which budget (a) shall estimate the amount of common expenses which are anticipated to be incurred during such year and (b) shall make provision for an adequate reserve fund for maintenance, repair and replacement of those portions of the Common Elements that must be replaced on a periodic basis. Prior to the commencement of such fiscal year, the Board of Directors shall furnish a copy of such budget to each Unit Owner, together with a written statement of the amount of such common expenses which shall be assessed against such Unit Owner for such fiscal year. Unless otherwise determined by the Board of Directors, such assessment shall be due on January 1 of each year. The Board of Directors shall be authorized to prorate the annual assessment into twelve (12) monthly or four (4) quarterly installments. In addition, any fees, charges and other amounts payable by any Unit Owner to the Association shall be added to and shall, unless paid at the time the same are incurred or at some other time determined by the Board of Directors, be due and payable as part of the installment of the assessment next coming due.

20.3 Special Assessments. If, for any reason, including nonpayment of any Unit Owner's assessments, an annual budget adopted by the Board of Directors for any fiscal year proves inadequate to defray the common expenses for such fiscal year, the Board of Directors may, at any time, levy a special assessment to raise the additional funds necessary to defray such common expenses, which special assessment shall be due and payable at such time and in such installments as the Board of Directors shall determine. Additionally, the Board of Directors shall be authorized to levy special assessments under the circumstances described in section 23.7(b).

20.4 Special Assessments for Capital Improvements. In addition to the assessments which shall be levied against the Unit Owners under sections 21.2 and 21.3, the Board of Directors shall be authorized, upon the affirmative vote of the Unit Owners to which three-fourths (3/4ths) of the undivided interest in the Common Elements is allocated, to levy a special assessment for the purpose of defraying, in whole or in part, the costs of any capital improvements to be made upon the Common Elements, or for the costs of making repairs or replacements which are not provided for in the then current budget of the Association. Any such special assessments for the capital improvements and repairs shall be payable at such time and in such installments as the Board of Directors shall determine.

20.5 General Operating Fund/Residential. The Declarant, on behalf of the Association, shall establish a general operating fund (the "General Operating Fund") to meet unforeseen Condominium expenditures or to purchase any additional equipment or services relating to the Common Elements. A non-refundable contribution to the General Operating Fund shall be paid by the first purchaser of each Unit from Declarant at the closing of each initial sale in the amount equal to two (2) months of the monthly general assessment chargeable to such Unit at the time of such sale.

20.6 Collection. In addition to all other remedies provided by law, the Association may enforce collection of the assessments for which a Unit Owner is liable, together with all other amounts as may be owed by such Unit Owner to the Association, as hereinafter provided.

(a) In the event that any Unit Owner shall fail to pay any installment of any assessment levied against him within thirty (30) days after such installment shall be due and payable and within ten (10) days after written notice is mailed to the Unit Owner, the entire unpaid balance of such assessment for the remainder of the fiscal year may, at the option of the Board of Directors, be accelerated and be declared immediately due and payable in full, without notice to such Unit Owner.

(b) In the event that any Unit Owner shall fail to pay within thirty (30) days after the same shall be due, any amounts due and payable to the Association, such Unit Owner shall be liable for the payment of, and shall pay, in addition to the amounts so due the Association:

(i) a late charge equal to Ten and No/100 Dollars (\$10.00) or ten percent (10%) of the amount so due, whichever is greater;

(ii) interest on the amount so due, and the aforesaid late charge appertaining thereto, from the date same were due and payable, at the rate of ten percent (10%) per annum, until paid;

(iii) the cost of collection, including court costs, the expenses of sale, any expenses required for the protection and preservation of the Unit, and reasonable attorneys' fees actually incurred; and

(iv) in the event the Association shall seek to foreclose its lien on the Unit of such Unit Owner, the fair rental value of the Unit from the time of the institution of suit until sale of the Unit at foreclosure (or until the judgment rendered in such suit is otherwise satisfied).

(c) The lien for assessments in favor of the Association provided by section 44-3-109 of the Act shall include, without limitation all sums as may become payable by a Unit Owner to the Association pursuant to sections 18.5, 21.2 and 24.5

(d) The rights of a Unit Owner and all persons entitled to occupy the Unit of such Unit Owner, to use the Common Elements shall be suspended for the period of time any amount due and owing to the Association in regard to any Unit owned by such Unit Owner shall remain unpaid; provided, however, that no such suspension shall deny any Unit Owner, or Occupant, access to the Unit owned or occupied, nor cause any hazardous or unsanitary condition to exist.

20.7 Fee for Statements of Amounts Due. The Association may require the payment of a fee, not to exceed Ten and No/100 Dollars (\$10.00), as a prerequisite to its issuance of any statement pursuant to section 44-3-109(d) of the Act.

20.8 Reserves and Working Capital. The Association shall establish an adequate reserve fund for the periodic maintenance, repair or replacement of the Common Elements and Limited Common Elements of the Residential Component or the Commercial Component, which funds shall be maintained out of regular assessments for common expenses of Residential Unit Owners and Commercial Unit Owners.

20.9 Liability. Each Unit Owner shall be liable to the Association for all sums as are lawfully assessed by the Association against him or his Unit in accordance with the terms and provision of this Declaration and the Articles of Incorporation and Bylaws. In addition to exercising the remedies

provided for in section 20.6, the Board of Directors may enforce such liability by an action at law to recover all amounts assessed against each Unit Owner in accordance with the provisions of this Article 20.

20.10 Surplus. Any surplus remaining after the application of the common profits to the payment of the common expenses and to any reserves established in accordance with this Declaration shall be either distributed to, or credited against, the next assessments chargeable to the Unit Owners, as the Board of Directors shall determine.

ARTICLE 21 COMPLIANCE WITH CONDOMINIUM DOCUMENTS

21.1 Compliance. Every Unit Owner and Occupant shall comply with all of the provisions of this Declaration, the Articles of Incorporation, the Bylaws, and the applicable Rules and Regulations. In the event of any breach or violation of any such provisions, the Association shall have the right to proceed at law or in equity to compel compliance therewith. In the event any Unit Owner shall permit or suffer to exist any condition in his Unit or in the Limited Common Elements assigned to his Unit which is in violation of any of the foregoing provisions, the Association shall have the right to enter upon such Unit or Limited Common Element and remove the thing or condition causing such violation, and the Unit Owner who permitted or caused such violation to exist shall be fully liable to the Association for all costs and expenses it shall incur in connection therewith. All such costs and expenses shall be paid to the Association promptly upon demand. In no event shall the Association or its agents have any liability for so entering upon any portion of the Property and removing such thing or condition. In the event the Association shall employ legal counsel to enforce any of the foregoing, the Unit Owner permitting or suffering such condition to exist shall pay all reasonable attorneys' fees so incurred by the Association.

21.2 Remedies. In addition to the foregoing remedies of the Association, the Board of Directors shall have the power to impose and assess fines against any Unit Owner who permits or suffers any condition to exist in violation of any of the foregoing provisions. All such fines shall be in an amount determined by the Board of Directors; provided, however, that no such fine shall exceed the sum of Fifty and No/100 Dollars (\$50.00) for any one violation, but each day a violation is continued or repeated after the Board of Directors shall have given the Unit Owner responsible for violation a written notice of the same shall be considered a separate violation. No delay, failure or admission on the part of the Association or the Board of Directors in exercising any right, power or remedy herein provided shall be deemed a waiver of the right to do so thereafter as to the same violation or breach, or as to a violation or breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement. In no event shall the Board of Directors, or any of its agents, be liable to anyone whomsoever on account of any failure to bring any action on account of any violation or breach by any Unit Owner of any of the foregoing provisions. Nothing contained herein shall prevent any aggrieved Unit Owner from having any right of action under Georgia law against any other Unit Owners for failure to comply with the provisions of this Declaration, the Articles of Incorporation, the Bylaws and all applicable Rules and Regulations.

ARTICLE 22 INSURANCE

22.1 By Association.

- (a) The Association shall obtain and maintain the following insurance policies:
 - (i) A multi-peril casualty insurance policy covering the Gameday Area and all Common Elements other than Bus Depot Common Elements, providing as a minimum for and

extended coverage, vandalism and malicious mischief on a replacement cost basis in an amount not less than 100% of the full replacement cost of all structures within the Condominium. The name of the insured under such casualty insurance policy shall be as follows: "Georgia Gameday Center Condominium Association, Inc. for use and benefit of individual Unit Owners of Georgia Gameday Center, a Condominium, Athens-Clarke County, Georgia." The amount of coverage of such casualty insurance shall be readjusted by reappraisal or revaluation of the insured property not less frequently than once every two (2) years. Such casualty insurance policy shall contain the standard mortgagee clause which shall be endorsed to provide that any proceeds shall be paid to the Association for the use and benefit of mortgagees as their interests may appear. Any fixtures, equipment or other property within the Units which are to be financed by a Security Instrument to be purchased by FNMA or FHLMC (regardless of whether or not such property is a part of the Common Elements) must be covered under such multi-peril casualty insurance policy and must include an "Agreed Among Endorsement" and, if available, an "Inflation Guard Endorsement."

(ii) A comprehensive policy of public liability insurance covering all of the Common Elements and Limited Common Elements. Such liability insurance policy shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or other Unit Owners. Such liability insurance policy shall cover the Association, the Board of Directors, the officers of the Association, all agents and employees of the Association, and all Unit Owners and other persons entitled to occupy any Unit or other portion of the Property, shall be for at least \$500,000.00 for injury including death to a single person, \$1,000,000.00 for injury or injuries, including death, arising out of a single occurrence and \$50,000.00 for property damage, with a cross liability endorsement to cover the Unit Owners as a group and shall include protection for damage to the property of others.

(iii) A policy of fidelity coverage against dishonest acts on the part of the members of the Board of Directors, the manager of the Condominium, and any employees or volunteers of the Association responsible for handling funds belonging to or administered by the Association. Said policy of fidelity coverage insurance shall name the Association as the named insured and shall be written in an amount which shall in no event be less than one and one half times the Association's estimated annual common expenses and reserves.

(iv) Such other insurance policies as the Board of Directors shall deem desirable for the benefit of the Association, its officers and directors or the Unit Owners, provided that except for the insurance described in sections 22.1(a)(ii), (iii) and (iv) no cost of the premiums for insurance that may constitute either a Condominium Common Expense or a Bus Depot Common Expense or a Bus Depot Limited Common Expense without the prior written consent of a Majority of the Bus Depot Unit Owners.

(b) Each policy of insurance which the Association is required to maintain under the provisions of this section 22.1 shall be written by a hazard insurance carrier which has a financial rating by Best's Insurance Reports of Class A:VI or better and which is licensed to transact business within the State of Georgia.

(c) All policies of insurance which the Association is required to maintain under the provisions of this section 22.1 shall (i) not allow contributions or assessments to be made against any Unit Owner or Mortgagee, (ii) not allow loss payments to be contingent upon any action by the insurance carrier's board of directors, policyholders or members, (iii) not include any limiting clauses (other than insurance conditions) which could prevent any Unit Owner or Mortgagee from collecting insurance proceeds and (iv) contain or have attached a mortgagee clause which provides that the insurance carrier

shall notify in writing all Mortgagees at least ten (10) days in advance of the affective date of any reduction in, cancellation or nonrenewal of such policies.

(d) The Board of Directors may from time to time adjust upwards or downwards the insurance coverage required to be maintained by the Association pursuant to this section 22.1 based on the economic circumstances prevailing at such time. Additionally, at least once every two years the Board of Directors shall conduct a review of the insurance coverage maintained by the Association to determine if such insurance coverage meets the requirements of section 44-3-107 of the Act and is otherwise adequate.

(e) Notwithstanding any other provision herein, the cost of the premiums for all insurance policies maintained by the Association pursuant to section 22.1(a)(i) shall be Residential/Commercial Shared Common Expenses.

(f) At the request of the Bus Depot Unit Owners, and only at their request, the Association will obtain and maintain the insurance policies described in section 22.1(a)(i) for the Bus Depot Component, which expenses shall constitute Bus Depot Common Expenses.

22.2 By Unit Owners. The Unit Owners may carry at their own initiative and expense the following insurance policies:

(a) a building additions, betterments and alterations endorsement to the master casualty insurance policy described in section 22.1(a)(i) for the exclusive benefit of the particular Unit Owner, such Unit Owner to be liable for (and the Association to be in no way liable for) the premium for such endorsement; and

(b) a "tenant's or condominium owner's policy" covering the contents of his Unit, personal injury and property damage liability, burglary and the like.

In no event shall any recovery or payment under the insurance coverage obtained and maintained by the Association be affected or diminished by insurance purchased by individual Unit Owners or Mortgagees, and no Unit Owner shall be entitled to exercise his right to maintain the additional insurance coverage set forth in this section 22.2 in such a way as to decrease the amount which the Association may realize under any insurance policy which it may have in force on the Property at any particular time.

22.3 Proceeds on Account of Damage to Common Elements. Insurance proceeds which shall be paid on account of damages to or destruction of any portion of the Common Elements shall be held by the Association in a construction fund, which shall be used for the purpose of repairing, reconstruction or rebuilding the portion of such Common Elements so damaged or destroyed, as provided in Article 23. If it shall be determined in accordance with the provisions of Article 23 not to repair, reconstruct or rebuild the portion of the Common Elements so damaged or destroyed, then the insurance proceeds paid on account of the occurrence of such damage or destruction to such portion of Common Elements shall first be used to clean up and landscape the Common Elements as necessary in view of the fact that such part of the Common Elements is not to be repaired, reconstructed or rebuilt, and the remaining insurance proceeds shall be disbursed to the Unit Owners in proportion to their undivided interest in such Common Elements, such disbursement to be made payable jointly to such Unit Owners and their Mortgagees. Notwithstanding anything contained in this Declaration, the Articles of Incorporation, the Bylaws, or the Act which may be construed to the contrary, in no event shall any insurance proceeds paid to the Association on account of the occurrence of any fire or other casualty be deemed to be common profits.

22.4 Proceeds on Account of Damage to Units and Limited Common Elements. In the event that any insurance proceeds shall be paid to the Association on account of any damage to or destruction of any Unit or Units and/or any portion of the Limited Common Elements assigned to such Unit or Units, the Association shall be deemed to hold such insurance proceeds in a series of separate accounts, one such account for each Unit which is so damaged or destroyed, or which Unit's Limited Common Elements are so damaged or destroyed. The amount of insurance proceeds which shall be deemed to be held by the Association in each such account shall be determined by multiplying the entire amount of insurance proceeds which shall be received by the Association as consequence of the damage or destruction to such Unit or Units and/or Limited Common Elements by a fraction, the numerator of which shall be the total estimated cost of repairing, reconstructing or rebuilding such Unit and Limited Common Elements on behalf of which such account is credited, and the denominator of which shall be the total estimated cost of repairing, reconstructing or rebuilding all of the Units and Limited Common Elements as a consequence of the damage to or destruction to which such insurance proceeds were paid. If it shall be determined in accordance with the provisions of Article 23 not to repair, reconstruct or rebuild any Unit which is so damaged or destroyed, then the amount of insurance proceeds which shall be held by the Association in the account for such Unit shall be disbursed to the Unit Owner of such Unit, such disbursement to be made jointly to the Unit Owner and his Mortgagee. Such disbursement, however, shall be made only after the Board of Directors shall have entered into a financial arrangement satisfactory to the Board of Directors whereby such Unit Owner shall pay for the cost of cleaning up and landscaping the property on which such Unit was located. Notwithstanding anything contained in this Declaration, the Articles of Incorporation or Bylaws which may be construed to the contrary, in no event shall any amounts as shall be held by the Association for the account of any Unit Owner pursuant to the provisions of this section 22.4 be deemed to be common profits.

22.5 Insurance Trustee. Notwithstanding any of the foregoing provisions and requirements relating to property or liability insurance, there may be named as an insured on behalf of the Association, the Associations' authorized representative, including any Trustee with whom such Association may enter into any Insurance Trust Agreement or any successor to such Trustee (each of whom shall be referred to herein as the "Insurance Trustee"), who shall have exclusive authority to negotiate losses under any policy providing such property or liability insurance and perform such other functions as are necessary to accomplish this purpose. Each Unit Owner appoints the Association or any Insurance Trustee or successor Insurance Trustee designated by the Association, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability, the execution of all documents and the performance of all other acts necessary to accomplish such purpose.

ARTICLE 23 DAMAGE OR DESTRUCTION OF PROPERTY

23.1 Estimates of the Cost of Repair. As soon as practicable following the occurrence of any damage to or destruction of any portion of the Property, the Board of Directors shall obtain reliable and detailed estimates of the cost of repairing or restoring such portion of the Property so damaged or destroyed to substantially the same condition as such portion of the Property was in prior to the occurrence of such damage or destruction, and shall proceed with the filing and adjustment of all claims arising under insurance maintained by the Association as a result of such damage or destruction.

23.2 Determination to Repair, Reconstruct or Rebuild Common Elements. Any damage to or destruction of the Common Elements will be repaired, reconstructed or rebuilt unless seventy-five percent (75%) of the Percentage Interests of the Unit Owners whose Units to which such Common Elements are assigned shall determine, within forty-five (45) days after the occurrence of the casualty, not to repair, reconstruct or rebuild the same.

23.3 Determination to Repair, Reconstruct or Rebuild Residential Units and Commercial Units. The determination to repair, reconstruct or rebuild any Residential Unit or Commercial Unit which is damaged or destroyed by fire or any other casualty shall be made in the following manner:

(a) Any such Residential Unit or Commercial Unit which is damaged, but not rendered untenable, shall be repaired in all events.

(b) In the event that any such Residential Unit or Commercial Unit is so damaged or destroyed that such Residential Unit or Commercial Unit is thereby rendered untenable, such Residential Unit or Commercial Unit shall be repaired, reconstructed or rebuilt unless, within forty-five (45) days after the occurrence of such casualty, (i) the Unit Owner of such Residential Unit or Commercial Unit, and (ii) Residential Unit Owners and Commercial Unit Owners which constitute two-thirds (2/3) of the Unit Percentages of the Residential Unit Owners and the Commercial Unit Owners (exclusive of the Unit Percentage of the Unit Owner whose Residential Unit or Commercial Unit which has been rendered untenable by such casualty) shall all determine not to repair, reconstruct or rebuild such Residential Unit or Commercial Unit so rendered untenable.

23.4 Determination to Repair, Reconstruct or Rebuild Bus Depot Units. The determination to repair, reconstruct or rebuild any Bus Depot Unit which is damaged or destroyed by fire or any other casualty shall be made in the following manner:

(a) At any time that there is only one (1) Bus Depot Unit, the determination to repair, rebuild or reconstruct shall be made by such Bus Depot Unit Owner in his sole and absolute discretion.

(b) At any time that there is more than one (1) Bus Depot Unit, any Bus Depot Unit which is damaged, but not rendered untenable, shall be repaired in all events.

(c) At any time that there is more than one (1) Bus Depot Unit, in the event that any Bus Depot Unit is so damaged or destroyed that such Bus Depot Unit is thereby rendered untenable, such Bus Depot Unit shall be repaired, reconstructed or rebuilt unless, within forty-five (45) days after the occurrence of such casualty, (i) the Bus Depot Unit Owner of such Unit which is so rendered untenable, and (ii) the Bus Depot Unit Owners which constitute two-thirds (2/3) of the remaining Unit Percentages of all Bus Depot Unit Owners (exclusive of the Unit Percentage of the Bus Depot Unit Owner whose Bus Depot Unit which has been rendered untenable by such casualty) shall all determine not to repair, reconstruct or rebuild such Bus Depot Unit so rendered untenable.

23.5 Untenable. For purposes of sections 23.3 and 23.4, a Unit shall be deemed to be untenable only if as a consequence of this occurrence of a fire or other casualty, such Unit is not fit for present habitation, and if the estimated costs of making repairs necessary to render such fit for present habitation shall exceed one-half (1/2) of the fair market value of such Unit prior to the occurrence of such casualty.

23.6 Manner of Repair, Reconstruction or Rebuilding.

(a) Damage to any Common Elements (other than Bus Depot Common Elements) shall be repaired, reconstructed or rebuilt substantially in accordance with the plans and specification for such damaged property prior to the occurrence of such damage.

(b) Damage to any Bus Depot Common Elements shall be repaired, reconstructed or rebuilt in the manner determined by the Bus Depot Owners owning two-thirds (2/3) of the Unit Percentages of all Bus Depot Units.

(c) If the damage to be repaired, reconstructed or rebuilt is to any Residential Unit or Commercial Unit, such repair, reconstruction or rebuilding shall be substantially in accordance with the plans and specifications for such damaged Unit prior to the occurrence of such damage.

(d) If the damage to be repaired, reconstructed or rebuilt is to any Bus Depot Unit, such repair, reconstruction or rebuilding shall be in such a manner as determined by such Bus Depot Unit Owner, provided that there is no substantial adverse impact on any other Bus Depot Unit.

(e) All of the work of repairing, reconstructing or rebuilding any portion of the Property, the damage to or destruction of which caused the payment of insurance benefits under insurance policies maintained by the Association, shall be performed under the supervision of the Board of Directors, which, in discharging such supervisory responsibilities, shall be authorized to employ such building supervisors and architects as the Board of Directors shall deem to be in the best interest of the Association. The fees which shall be payable to any such building supervisor or architect employed by the Board of Directors shall be a common expense of the Association and shall be allocable to the appropriate Residential Component, Commercial Component and/or Bus Depot Component to which such work relates.

23.7 *Costs of Repair, Reconstruction or Rebuilding.*

(a) The cost of repairing, reconstructing or rebuilding any portion of the Common Elements shall be paid with any insurance proceeds which shall be paid to the Association on account of such damage or destruction. If such insurance proceeds are not sufficient to defray costs of repair, reconstruction or rebuilding, then the Board of Directors shall levy a special assessment against all of the Unit Owners and Units to which such Common Elements are assigned to raise the excess funds necessary to defray such costs.

(b) The cost of repairing, reconstructing or rebuilding each Unit which shall be damaged or destroyed any Limited Common Elements exclusively serving such Unit which shall be damaged or destroyed, shall be paid with the insurance proceeds which shall be paid to the Association on account of such damage or destruction and held by the Association in the account for such Unit, as provided in section 22.3. If the amounts which are held by the Association in the account for such Unit are not sufficient to defray such costs of repair, reconstruction or rebuilding, then the Board of Directors shall levy a special assessment against the Unit Owner of such Unit on behalf of which such account was created to raise the excess funds necessary to defray such costs. This section 23.7(b) shall only apply in the event a Unit which is damaged or destroyed is required to be repaired, reconstructed or rebuilt pursuant to sections 23.3 or 23.4.

ARTICLE 24 RULES AND REGULATIONS

24.1 *Generally.*

(a) The Board of Directors shall have the power and authority, without a membership vote, to adopt, make and amend reasonable Rules and Regulations in regard to the use of the Residential Component and the Commercial Component. The Board of Directors may only adopt, make and amend Rules and Regulations in regard to the Bus Depot Component with the consent of the Majority

of the Bus Depot Unit Owners. Additionally, a Majority of the Bus Depot Unit Owners may, without the approval of the Board of Directors or the Association, adopt, make and amend Rules and Regulations concerning the Bus Depot Component. Copies of all such Rules and Regulations, and all amendments thereto, shall be furnished to all of the Unit Owners, upon request. Each Unit Owner and the Association shall be governed by and shall comply with the Condominium Documents and the applicable Rules and Regulations.

(b) Each Unit Owner shall be responsible for ensuring that such Unit Owner's family, guests, tenants and Occupants comply with all provisions of the Condominium Documents and the applicable Rules and Regulations. Furthermore, each Unit 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 Unit Owner's family, guests, tenants and/or Occupants, as a result of such person's violation of the Condominium Documents, the Association may take action under this Declaration against the Unit Owner as if the Unit Owner committed the violation in conjunction with the Unit Owner's family, guests, tenants and/or Occupants.

24.2 Enforcement. Failure of a Residential Unit Owner or a Commercial Unit Owner to comply with the applicable Rules and Regulations shall entitle the Association or other Unit Owners to an action for damages or injunctive relief, or both, in addition to other remedies provided in the Condominium Documents or the Act. Failure of a Bus Depot Unit Owner to comply with the applicable Rules and Regulations shall entitle the Association and other Bus Depot Unit Owners to an action for damages or injunctive relief, or both, in addition to the other remedies as provided in the Condominium Documents or the Act. The Association, through the Board of Directors, is hereby empowered to enforce the Condominium Documents and all Rules and Regulations of the Association by such means as are provided in the Act. The failure of the Association to enforce any covenant, restriction or other provision of the Act, the Condominium Documents or any Rules and Regulations adopted pursuant thereto shall not constitute a waiver of the right to do so.

24.3 Liability. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family, his lessees, and/or his or their guests, invitees, employees and/or agents, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire or casualty insurance rates occasioned by the use, misuse, occupancy or abandonment of a Unit or the Common Elements.

ARTICLE 25 EASEMENTS

25.1 Encroachments. To the extent that any Unit or Common Elements encroaches on any other Unit or any part of the Common Elements, whether by reason of a deviation from the survey or the plans in the construction, repair, renovation, restoration or rebuilding of any improvement, or by reason of any overhang or the settling or shifting of any land or improvement, a valid easement for said encroachment and for the maintenance of same, so long as it stands, shall exist.

25.2 Utility and Other Easements.

(a) The Association and the Board of Directors shall have the irrevocable power as attorney-in-fact on behalf of all Residential Unit Owners and Commercial Unit Owners and their successors-in-title to accept easements benefiting the Condominium or any portion thereof and to grant easements benefiting the Condominium, or any portion thereof, whether or not a part of the Condominium upon, across, over and under all of the Property (other than the Bus Depot Area) for

ingress, egress, installation, replacing and maintaining all utilities, including, but not limited to, water, sewer, power, telephone, gas, electricity, cable television, internet access, and a master television antenna system. Such easements may grant to appropriate utility companies the right to erect and maintain the necessary poles and the necessary equipment on the Property and to affix and maintain utility wires, pipes, circuits and conduits on, above, across and under the Condominium (other than the Bus Depot Area) or the roofs and exterior walls of the improvements comprising any part of the Condominium (other than the Bus Depot Area). No easements may be granted or accepted by the Association or the Board of Directors for the benefit of, or otherwise affecting the Bus Depot Component, without the consent of a Majority of the Bus Depot Unit Owners.

(b) Declarant grants to each Unit Owner a non-exclusive perpetual easement for the purpose of ingress and egress to and from his Unit over any driveways and entrances as shown in the Plat.

25.3 Access to Units and Common Elements. Each Unit Owner shall afford to the other Unit Owners and to the Association, and to any directors, officers, agents or employees of either, such access through his Unit and any Limited Common Elements appurtenant thereto as may be reasonably necessary to enable them to exercise and discharge their respective powers and responsibilities in an emergency situation. To the extent that damage is inflicted on the Common Elements, including, without limitation, any Limited Common Elements, or any Unit through which access is taken, the Association or the Unit Owner occasioning such damage, whether by itself or through agents, employees or others, shall be liable for prompt repair thereof. There is hereby (a) reserved in the Declarant, (b) granted to all policemen, firemen, ambulance personnel and all similar emergency personnel, an easement to enter upon the property or any part thereof in an emergency situation in the proper performance of their respective duties. During the period that Declarant owns any Unit or owns any interest in the Property or any portion thereof, the Declarant shall have a transferable easement on, over, through, under and across the Common Elements for the purpose of making improvements contemplated by the Condominium Documents, for the purpose of installing, replacing, repairing and maintaining all utilities serving the Property or any portion thereof, and for the purpose of doing all things reasonably necessary and proper in connection therewith. There is further reserved in the Declarant, and its successor-in-title a perpetual easement for the benefit of the Property for ingress and egress over and across any road or drive which may now or hereafter be located on the Property.

ARTICLE 26

SIGNAGE

26.1 Residential Units. The Association shall provide a location sign which shall promote the development name and address only. A Unit Owner/Occupant directory shall be maintained by the Association. No signs shall be placed on the exterior of any Residential Unit without the prior written approval of the size, shape, color, design and materials by the Board of Directors, which consent may be withheld by the Board of Directors in its sole discretion.

26.2 Commercial Units. No signs shall be placed on the exterior, doors or plate glass of any Commercial Unit without the prior written approval of the size, shape, color, design and materials by the Board of Directors, which consent shall be conditioned upon compliance of the sign with signage guidelines established by the Board of Directors and compliance with the Sign Ordinance of Athens-Clarke County, Georgia as it may from time to time be amended.

ARTICLE 27
CONTRACTS WITH DECLARANT

27.1 Generally. The term of any agreement as may be entered into between the Association and the Declarant which provides for professional management of the Condominium, or pursuant to which the Declarant is to provide any the services to the Condominium, shall in no event exceed one (1) year. In addition, any such agreement shall be terminable by either party thereto without cause and without payment of a termination fee on no more than ninety (90) days written notice.

ARTICLE 28
MORTGAGEE'S RIGHTS

28.1 Mortgage Provisions. Notwithstanding any of the provisions of this Declaration or the Articles of Incorporation or Bylaws of the Association, the following provisions are hereby adopted for the protection of the Mortgagees, and to the extent they conflict with any of the provisions in the Declaration, the Articles of Incorporation or Bylaws of the Association, the following shall control:

(a) The Association shall not take the following actions without the prior written approval of Unit Owners to which eighty percent (80%) of the votes in the Association appertain and all Mortgagees:

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

(ii) use hazard insurance proceeds for losses to any Condominium (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction in the event of substantial loss to the Units and/or Common Elements (in the event the determination is made to so repair, reconstruct or rebuild in accordance with Article 23).

(b) Any Mortgagee who obtains title to a Unit pursuant to the remedies provided in its Security Instrument, by taking deed in lieu of foreclosure, or foreclosure of such Security Instrument shall not be liable for the unpaid dues or charges attributable to such Unit which have accrued prior to the acquisition of title to such Unit by Mortgagee; however, such Mortgagee shall be responsible for unpaid dues, assessments and/or other charges accruing after such acquisition.

(c) Nothing in this Declaration, nor any provision of the Articles of Incorporation or Bylaws of the Association, shall entitle a Unit Owner, Declarant or any other party, to have or otherwise assert priority over any rights of Mortgagees with regard to a distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or the taking of Units or Common Elements.

(d) The Association shall give written notice to any Mortgagees of any loss to, or taking of, the Common Elements if such loss or taking exceeds \$10,000.00 or damage to the Unit encumbered by its Security Instrument exceeds \$1,000.00.

(e) Any Mortgagee shall have the right to examine the books and records of the Association upon reasonable notice and during business hours.

(f) Any Mortgagee, upon its request, shall be entitled to a written notice from the Board of Directors of any default in the performance by the Unit Owner of the Unit upon which such Mortgagee holds its Security Instrument of any obligation under this Declaration, the Bylaws or the Condominium Documents which is not cured within sixty (60) days.

(g) Any Mortgagee, upon written request to the Association (such request to state the name and address of such holder, insurer or guarantor and the Unit number), will be entitled to timely written notice of:

(i) any proposed amendment of the Condominium Documents affecting a change in:

(A) the boundaries of any Unit or the exclusive easement rights appertaining thereto;

(B) the interest 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 purpose to which any Unit or the Common Elements are restricted;

(ii) any condemnation loss or casualty loss which affects a material portion of the Condominium or which affects any Unit on which it holds a Security Instrument;

(iii) any lapse, cancellation or material modification of any insurance policy maintained by the Association pursuant to Article 22.

(h) Any restoration or repair of the Property after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with the Declaration and the original plans and specifications unless the approval is obtained from Mortgagees to at least fifty-one percent (51%) of the votes of Units subject to their Security Instruments are allocated.

(i) No relocation of interests in the Common Elements resulting from a partial condemnation or partial destruction of the Property may be effective unless approval is obtained from Mortgagees to at least fifty-one percent (51%) of the votes of Units subject to their Security Instruments are allocated.

28.2 Good Faith. The Board of Directors shall act in good faith to comply with the provisions of section 28.1, provided, however, that neither the Association nor the Board of Directors shall be liable to any Mortgagee for any damages or injury which may result from any failure to so comply.

ARTICLE 29 FINANCIAL BOOKS AND RECORDS

29.1 Unit Owners and Mortgagees. The Association shall make available to Unit Owners, any Mortgagee and other lenders secured by any Unit, current copies of the Declaration, Bylaws and other rules governing the Condominium and any other books, records and financial statements of the Association.

29.2 Prospective Purchasers. The Association shall make available to prospective purchasers current copies of the Declaration, Bylaws, other rules governing the Condominium and the most recent annual audited financial statement, if such is prepared. The Association shall be permitted to charge a reasonable fee for the provision of such information.

29.3 Others. Upon written request from any agency, entity, corporation or individual which has an interest or prospective interest in the Condominium, the Association shall prepare and furnish within a reasonable period of time an audited financial statement of the Association for the immediately preceding fiscal year.

**ARTICLE 30
FIDELITY BONDS**

30.1 Generally. The Association shall maintain appropriate fidelity bonds for all officers, directors and employees of the Association and any other persons handling or responsible for funds or funds administered by the Association. Such fidelity bonds shall name the Association as obligee and shall not be less than the estimated maximum of funds, including reserve funds, held by the Association, at any given time during the term of each bond. However, in no event may the aggregate amount of any such bonds be less than a sum equal to three (3) months aggregate assessments on all Units plus reserve funds. All such bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions. The premiums on all bonds required herein, except those maintained by any management agent, shall be paid by the Association as a common expense. The bonds shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days' prior written notice to the Association and any Insurance Trustee.

**ARTICLE 31
CONDEMNATION**

31.1 Generally. The Association shall represent the Residential Unit Owners and the Commercial Unit Owners in the condemnation proceedings or in negotiations, settlements and agreements with a condemning authority for the acquisition of the Common Elements which comprise the Residential Component or the Commercial Component, or part thereof, by such condemning authority. Each Residential Unit Owner and Commercial Unit Owner hereby appoints the Association as attorney-in-fact for such purposes. Without the written consent of a Bus Depot Unit Owner, the Association shall not represent such Bus Depot Unit Owner in any condemnation proceeding or in negotiations, settlements and agreements with a condemning authority for the acquisition of any Common Elements which comprise the Bus Depot Component, or any part thereof, by such condemning authority. Each Bus Depot Unit Owner shall be entitled to make application to, and receive its own award from, such condemning authority and such award shall belong to the Bus Depot Unit Owner to which it is made. In the event of a taking or condemnation of part or all of the Common Elements which comprise the Residential Component or the Commercial Component by a condemning authority, the award or proceeds of settlement shall be payable to the Association, to be held in trust for Residential Unit Owners and Commercial Unit Owners and their Mortgagees as their interests may appear. The repair, reconstruction or rebuilding of the Property as a result of total or partial loss or destruction due to condemnation shall be governed by the provisions of Article 23.

**ARTICLE 32
AMENDMENT**

32.1 Except as otherwise provided in this Declaration or required by the Act, this Declaration may be amended by the affirmative vote of Unit Owners holding two-thirds (2/3) of all Unit Percentages and such amendment otherwise complies with O.C.G.A. §44-3-93. Notwithstanding the foregoing, as long as the Declarant is the Declarant and/or owns any Unit, any amendment to this Declaration or the Bylaws shall require the written consent of Declarant. Additionally, if any proposed amendment of this Declaration would result in a material adverse effect to the rights and obligations provided to any

Component or its Unit Holders in this Declaration or other Condominium Documents , such amendment shall also require the affirmative vote of at least two-thirds (2/3) of all Unit Percentages of the Unit Owners of such Component(s) that would be so adversely affected.

**ARTICLE 33
DISPUTE RESOLUTION**

33.1 Dispute Resolution. Anything contained in this Declaration to the contrary notwithstanding, if the Unit Owners and the Association (including its directors and officers) are unable to reach agreement on any matter before them which relates to any of the matters set forth in this Declaration or other Condominium Documents, and such parties are not able to resolve such dispute within the fifteen (15) day period following notice from any party of such dispute, then after the expiration of such 15-day period if such dispute is not yet resolved, any party may elect by written notice to the other parties to have such dispute resolved by binding arbitration pursuant to the procedures set forth in this section 33.1. At any time following such 15-day period any such party may bring an action, including a summary or expedited proceeding, to compel arbitration of any such controversy or claim. All arbitrations will be commenced within thirty (30) days of demand for arbitration and the decision or award rendered within sixty (60) days thereafter. Arbitration shall be accomplished expeditiously in Athens, Georgia, and shall be administered by the American Arbitration Association (in accordance with its Commercial Dispute Resolution Procedures, and the State of Georgia's Arbitration Code) which will appoint three (3) neutral arbitrators, at least one of which must be an attorney. The parties to any arbitration commenced hereunder shall have a reasonable opportunity to conduct discovery. The arbitrators shall render a written decision accompanied by findings of fact and conclusions of law. Judgment upon any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The expenses of such arbitration shall be paid by the non-prevailing party. Any arbitration commenced hereunder may be consolidated with any other arbitration concerning the same issues.

**ARTICLE 34
MISCELLANEOUS**

34.1 Security. The Association or the 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 Unit Owner, for himself and his Occupants, guests, licensees, and invitees, acknowledges and agrees that neither the Association nor the 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-unit owners and non-occupants will not gain access to the Property and commit criminal acts on the Property nor does the Association guarantee that criminal acts on the Property will not be committed by other Unit Owners or Occupants. It shall be the responsibility of each Owner to protect his person and property and all responsibility to provide such security shall lie solely with each Unit Owner. Neither Declarant nor the Association shall be held liable for any loss or damage by reason of failure to provide adequate security or because of the ineffectiveness of security measures undertaken.

34.2 Severability. The invalidity or unenforceability of any covenant, restriction or other provision of this Declaration shall not affect the validity or enforceability of any other covenant, restriction or provision of this Declaration.

34.3 Captions. The captions of all sections of this Declaration are inserted for convenience only and are not intended to define, limit, restrict, extend or modify any of the provisions of the sections to which such captions relate.

34.4 *Time of Day.* Whenever the time of day is referred to in this Declaration, such time shall mean local time in Athens, Georgia at the time of such determination.

IN WITNESS WHEREOF, the duly authorized member of Declarant has set his hand and affixed his seal this 28th day of June, 2004.

Signed, sealed and delivered
this 28 day of June,
2004, in the presence of:

GAMEDAY ATHENS, LLC, a Georgia limited
liability company

Judy Masante
Witness

By: [Signature] (SEAL)
Its: Managing Member

Susan C. Hollar
Notary Public

My commission expires: August 26, 2007

EXHIBIT A

Property Legal Description

All that tract or parcel of land lying and being in the City of Athens, G.M.D. 216, Athens-Clarke County, Georgia and being more particularly described as follows:

Commencing at a P.K. nail set at the centerline junction of West Clayton Street and Pulaski Street; THENCE North 87 degrees 05 minutes 07 seconds East for a distance of 159.78 feet to a P.K. nail found; THENCE South 15 degrees 06 minutes 58 seconds West for a distance of 7.70 feet to the POINT OF BEGINNING;

THENCE North 75 degrees 10 minutes 32 seconds East for a distance of 47.00 feet along the Southern right-of-way (80 feet) of West Clayton Street to a point;

THENCE North 75 degrees 01 minutes 13 seconds East for a distance of 132.88 feet along the Southern right-of-way of West Clayton Street to a point;

THENCE leaving the Southern right-of-way of West Clayton Street, South 14 degrees 36 minutes 01 seconds East for a distance of 119.32 feet to a one-half inch rebar found (capped);

THENCE North 74 degrees 51 minutes 11 seconds East for a distance of 121.70 feet to a one-half inch rebar found (capped) on the Western right-of-way of North Hull Street;

THENCE South 14 degrees 40 minutes 15 seconds East for a distance of 115.60 feet along the Western right-of-way (40 feet) of North Hull Street to a point on the Northern right-of-way (80 feet) of West Broad Street;

THENCE South 74 degrees 50 minutes 06 seconds West for a distance of 128.69 feet along the Northern right-of-way of West Broad Street to a point;

THENCE South 74 degrees 40 minutes 35 seconds West for a distance of 89.10 feet along the Northern right-of-way of West Broad Street to a point;

THENCE South 73 degrees 43 minutes 35 seconds West for a distance of 81.97 feet along the Northern right-of-way of West Broad Street to a point;

THENCE North 15 degrees 05 minutes 04 seconds West for a distance of 237.50 feet to the POINT OF BEGINNING.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 1.292 acres more or less.

EXHIBIT C

Prohibited Uses

(a) Any use which (i) emits a strong, unusual or offensive odor, fumes, dust or vapors; (ii) is a public or private nuisance; (iii) emits sounds which are objectionable due to intermittence, beat, frequency, shrillness or loudness; or (iv) creates unusual fire, explosive or other hazards;

(b) Any central laundry, dry cleaning plant, or Laundromat; provided, however, this prohibition shall not be applicable to nominal supportive facilities for on-site service oriented to pickup and delivery by the ultimate consumer as the same may be found in other retail shopping centers in the State of Georgia;

(c) Any establishment selling or exhibiting pornographic materials or drug-related paraphernalia (except that this provision shall not prohibit the operation of a book store or video store which carries a broad inventory of books or videos and other materials directed towards the interest of the general public (as opposed to any specific segment thereof));

(d) Any tattoo parlor or operation whose principal use is a massage parlor, provided, this shall not prohibit massages in connection with a beauty salon or health club or athletic facility;

(e) Any gambling facility or operation, including, but not limited to, off-track or sports betting parlor, table games such as blackjack or poker, slot machines, video poker/blackjack/keno machines or similar devices, or bingo hall.

EXHIBIT D

Legal Description of Bus Depot Area and Bus Depot Unit

All that tract or parcel of land lying and being in the City of Athens, G.M.D. 216, Athens-Clarke County, Georgia and being more particularly described as follows:

Commencing at a P.K. nail set at the centerline junction of West Clayton Street and Pulaski Street; THENCE North 87 degrees 05 minutes 07 seconds East for a distance of 159.78 feet to a P.K. nail found; THENCE South 15 degrees 06 minutes 58 seconds West for a distance of 7.70 feet to a point; THENCE along the southern right-of-way line of West Clayton Street (an 80 foot right-of-way) North 75 degrees 10 minutes 32 seconds East for a distance of 47.00 feet to a point; THENCE continue along said right-of-way line North 75 degrees 01 minutes 13 seconds East for a distance of 132.88 feet to a point; THENCE leaving said Southern right-of way line South 14 degrees 36 minutes 01 seconds East for a distance of 119.32 feet to a point; THENCE North 74 degrees 51 minutes 11 seconds East for a distance of 22.34 feet to the Point of Beginning;

THENCE North 74 degrees 51 minutes 11 seconds East for a distance of 99.36 feet to a one-half inch rebar found (capped) on the Western right-of-way line of North Hull Street;

THENCE along the Western right-of-way line of North Hull Street (a 40 foot right-of-way) South 14 degrees 40 minutes 15 seconds East for a distance of 115.60 feet to a point on the Northern right-of-way line of West Broad Street;

THENCE along the Northern right-of-way line of West Broad Street (an 80 foot right-of way) South 74 degrees 50 minutes 06 seconds West for a distance of 100.54 feet to a point;

THENCE leaving said northern right-of-way line North 15 degrees 04 minutes 37 seconds West for a distance of 115.63 feet to the Point of Beginning.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 11671 square feet more or less.

SCHEDULE A

[Unit Percentages of Residential Units]

Residential Unit Number	Unit Percentage
201	0.670%
202	0.663%
203	0.663%
204	0.663%
205	0.663%
206	0.663%
207	0.663%
208	0.663%
209	1.199%
301	0.798%
302	0.527%
303	0.767%
304	0.756%
305	0.805%
306	0.805%
307	0.527%
308	1.083%
309	0.909%
401	0.798%
402	0.527%
403	0.767%
404	0.767%
405	0.805%
406	0.805%
407	0.527%
408	1.083%
409	0.909%
501	0.772%
502	0.691%
503	0.527%

Residential Unit Number	Unit Percentage
504	0.764%
505	0.766%
506	0.764%
507	0.766%
508	0.544%
509	0.805%
510	0.802%
511	1.247%
512	0.766%
513	0.607%
514	0.898%
515	0.506%
516	0.506%
517	0.506%
518	0.506%
519	0.506%
520	0.506%
521	0.506%
522	0.506%
523	0.506%
524	0.506%
525	0.506%
526	0.506%
527	0.506%
528	0.506%
529	0.506%
530	0.506%
531	0.652%
532	0.506%
601	0.772%
602	0.685%
603	0.527%

Residential Unit Number	Unit Percentage
604	0.764%
605	0.766%
606	0.764%
607	0.766%
608	0.551%
609	0.766%
610	0.790%
611	1.198%
612	0.568%
613	0.568%
614	0.893%
615	0.766%
616	0.766%
617	0.766%
618	0.766%
619	0.766%
620	0.766%
621	0.766%
622	0.766%
623	0.766%
624	0.766%
625	1.166%
626	0.773%
701	0.772%
702	0.685%
703	0.527%
704	0.764%
705	0.766%
706	0.764%
707	0.766%
708	0.550%
709	0.766%

Residential Unit Number	Unit Percentage
710	0.790%
711	1.198%
712	0.568%
713	0.568%
714	0.893%
715	0.766%
716	0.766%
717	0.766%
718	0.766%
719	0.766%
720	0.766%
721	0.766%
722	0.766%
723	0.766%
724	0.766%
725	1.166%
726	0.772%
801	1.250%
802	1.422%
803	0.527%
804	1.334%
805	0.766%
806	0.766%
807	0.527%
808	1.473%
809	1.063%
810	0.894%
811	0.765%
812	0.766%
813	0.765%
814	0.766%
815	0.765%

Residential Unit Number	Unit Percentage
816	0.766%
817	0.766%
818	0.766%
819	0.766%
820	0.750%
821	1.165%
822	0.772%

SCHEDULE B

Commercial Unit Number	Unit Percentage
102	37.888%
108	10.680%
113	11.443%
116	17.898%
117	22.091%

SCHEDULE C

Unit Percentages of Bus Depot Units

Bus Depot Unit

Unit Percentage

Bus Depot Unit

100%

Plat

SURVEYOR'S CERTIFICATION

I, STACY C. CARROLL, A REGISTERED LAND SURVEYOR OF GEORGIA, DO HEREBY DECLARE THAT THIS PLAN IS ACCURATE AND COMPLIES WITH THE PROVISIONS OF SECTION 44-3-84-(A) OF THE GEORGIA CONDOMINIUM ACT.

Stacy C. Carroll, R.L.S.
 GA. REG. 2729
 DATE 6-24-04

TOTAL AREA = 1.292 ACRES

REFERENCES: DB 1748 pg 578
 DB 1562 pg 172

OWNER'S ACKNOWLEDGEMENT AND DECLARATION:

(We) hereby certify that I am (we are) the owner (s) of the property shown and described hereon and that I (we) hereby adopt this plan of condominium with my (our) free consent, having established the minimum building restriction lines, dedicate all utility-of-ways, water and sewer easements, drainage easements, alleys, dikes, parks and other open spaces to public or private use as noted, and agree to provide either directly or indirectly for the maintenance of all common area and outlots.

OWNER: JAMEDAY ATHENS, LLC
 555 CUMBERLAND PKWY., SUITE 200
 ATLANTA, GA 30339

FINAL SURVEYOR'S CERTIFICATE

I am hereby certified that this plan is true and correct as to the property lines and all improvements shown thereon, and was prepared from an actual survey of the property made by me or under my supervision, that all monuments shown hereon actually exist, and their location, size, type and material are correctly shown. The field data upon which this plan is based has a closure precision of one foot in 32580 feet and an angular error of 0 per angle point, and was adjusted using the rule. This plan was calculated or closure and is found to be accurate within one foot in 92114 feet, and contains a total of 1.292 acres. The equipment used to obtain the linear and angular measurements herein was TOPCON GPT 1003 TOTAL STATION.

BY: Stacy C. Carroll
 REGISTERED GEORGIA LAND SURVEYOR
 DEC. 31, 2004
 DATE OF EXPIRATION

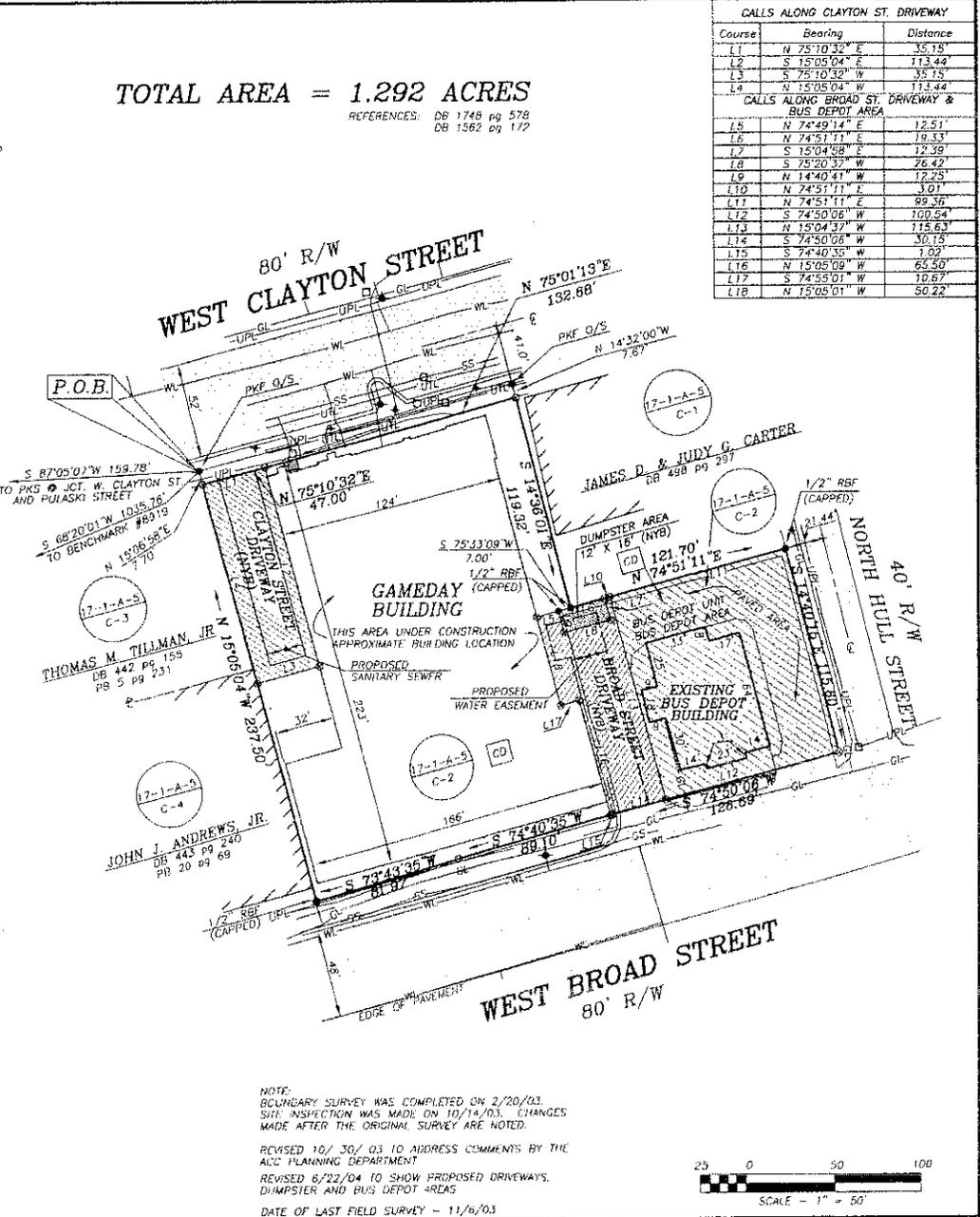
NOTE: EXISTING IMPROVEMENTS ON BUS DEPOT COMPONENT MAY BE DEMOLISHED, CONSTRUCTED AND RE-CONSTRUCTED BY BUS DEPOT UNIT OWNERS AS PROVIDED IN THE DECLARATION.

NOTE: DIMENSIONS AND LOCATION FOR GAMEDAY BUILDING TAKEN FROM DESIGN PLANS, NOT FIELD VERIFIED.

- LEGEND**
- TM = TAX MAP #
 - BP = BLOCK-PARCEL #
 - P = POINT ONLY
 - I = IRON PIN SET
 - F = IRON PIN FOUND
 - RS = 1/2" REBAR SET
 - RF = IRON PIN FOUND
 - BF = REBAR FOUND
 - TF = CRIMP TOP PIPE FND
 - OF = OPEN TOP PIPE FND
 - CF = CONCRETE MON. FND
 - GF = GRANITE MON. FND
 - SP = STEEL FENCEPOST FND
 - DF = DRILLBIT FOUND
 - IF = ANGLE IRON FOUND
 - RFK = RAILROAD SPIKE SET
 - PKF = SPIKE FOUND
 - KS = PK NAIL SET
 - KF = PK NAIL FOUND
 - /S = OFFSET
 - CL = CENTERLINE
 - R/W = RIGHT OF WAY
 - O.B. = POINT OF BEGINNING
 - O.C. = POINT OF COMMENCEMENT
 - FH = FIRE HYDRANT
 - TE = TELEPHONE PEDESTAL
 - UL = UNDERGROUND TELEPHONE LINE
 - WL = WATER LINE
 - UPL = UNDERGROUND POWER LINE
 - L = LIGHT POLE
 - M = MANHOLE COVER
 - F = FENCE
 - GL = GAS LINE
 - SSL = SANITARY SEWER LINE

SURVEYOR NOTES:

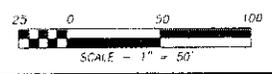
- PROPERTY IS TO BE DEVELOPED AS A LUXURY SPORTS CONDOMINIUM.
- PROPERTY IS ZONED COMMERCIAL DOWNTOWN (CD).
- PROPERTY DOES NOT LIE WITHIN ENVIRONMENTAL AREA AS IDENTIFIED BY ACC ENVIRONMENTAL AREAS MAP.
- PROPERTY DOES NOT LIE WITHIN A FLOOD ZONE AS PER FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 130046-0322 C, MAY 4, 1992.
- PROPERTY HAS NO SETBACK RESTRICTIONS FRONT, BACK OR SIDE THERE IS A HEIGHT RESTRICTION OF 100'.
- UTILITIES LOCATED ARE AS PER OWN PLANS FOR GAMEDAY ATHENS, LLC DATED 12/27/02 AND 2/26/03. UTILITIES LOCATED WITHIN THE DEMOLITION AND/OR CONSTRUCTION AREA CAN NOT BE CONFIRMED.
- THIS PROPERTY IS SUBJECT TO AN EASEMENT FROM JOHN L. HAZZETT TO GERODIA POWER COMPANY RECORDED IN DEED BOOK 485, PAGE 215, ATHENS-CLARKE COUNTY, GEORGIA, RECORDS. THIS EASEMENT COULD NOT BE DEFINED FROM THE INFORMATION CONTAINED IN THE DEED.



CALLS ALONG CLAYTON ST. DRIVEWAY		
Course	Bearing	Distance
L1	N 75°10'32" E	35.15'
L2	S 15°05'04" E	113.44'
L3	S 75°10'32" W	35.15'
L4	N 15°05'04" W	113.44'
CALLS ALONG BROAD ST. DRIVEWAY & BUS DEPOT AREA		
L5	N 74°51'11" E	12.51'
L6	N 74°51'11" E	19.33'
L7	S 15°04'38" E	12.39'
L8	S 75°20'37" W	26.42'
L9	N 14°40'41" W	12.25'
L10	N 74°51'11" E	3.01'
L11	N 74°51'11" E	93.36'
L12	S 74°50'06" W	100.54'
L13	N 15°04'37" W	115.63'
L14	S 74°50'06" W	30.15'
L15	S 74°40'35" W	1.02'
L16	N 15°05'09" W	65.50'
L17	S 74°55'01" W	10.67'
L18	N 15°05'01" W	50.22'

NOTE: BOUNDARY SURVEY WAS COMPLETED ON 2/20/03. SITE INSPECTION WAS MADE ON 10/14/03. CHANGES MADE AFTER THE ORIGINAL SURVEY ARE NOTED.

REVISED 10/30/03 TO ADDRESS COMMENTS BY THE ALC PLANNING DEPARTMENT
 REVISED 6/22/04 TO SHOW PROPOSED DRIVEWAYS, DUMPSTER AND BUS DEPOT AREAS
 DATE OF LAST FIELD SURVEY - 11/6/03



SURVEY FOR: GAMEDAY ATHENS, LLC				
COUNTY: ATHENS-CLARKE	G.M.D.: 216	CITY: ATHENS	STATE: GEORGIA	
DATE: OCT. 14, 2003	SCALE: 1" = 50'	PARTY CHIEF: RW		
	CARROLL SURVEYING, LLC 1011 MILLER DRIVE ELBERTON, GA 30635 PHONE (706)213-7096 FAX (706)263-8919			
	DRAWN BY: LMS	LOCATION: D6-41-A		
	CRD FILE: 0061202	DWG FILE: 0061202COMA		S.A.M.S.O.G. MEMBER

SURVEYOR'S CERTIFICATION

I, STACY C. CARROLL, A REGISTERED LAND SURVEYOR OF GEORGIA, DO HEREBY DECLARE THAT THIS PLAN IS ACCURATE AND COMPLIES WITH THE PROVISIONS OF SECTION 44-3-84-(A) OF THE GEORGIA CONDOMINIUM ACT.

Stacy C. Carroll, R.L.S.
 GA. REG. 2729
 DATE 6-24-04

TOTAL AREA = 1.292 ACRES

REFERENCES: DB 1748 pg 578
 DB 1562 pg 172

OWNER'S ACKNOWLEDGEMENT AND DECLARATION:

(We) hereby certify that I am (we are) the owner (s) of the property shown and described hereon and that I (we) hereby adopt this plan of condominium with my (our) free consent, having established the minimum building restriction lines, designate all ght-of-ways, water and sewer easements, drainage easement, alleys, dks, parks and other open spaces to public or private use as noted, and agree to provide either directly or indirectly for the maintenance of all common area and outlots.

OWNER DATE

PROPERTY OWNER:
 JAMEDAY ATHENS, LLC
 1555 CUMBERLAND PKWY., SUITE 200
 ATLANTA, GA 30339

FINAL SURVEYOR'S CERTIFICATE

I hereby certify that this plot is true and correct as to the property lines and all improvements shown thereon, and was prepared from an actual survey of the property made by me or under my supervision; that all monuments shown hereon actually exist, and their location, size, type and material are correctly shown. The field data upon which this plot is based has a closure precision of one foot in 32560 feet and an angular error of 10 per angle point, and was adjusted using the no rule. This plot was calculated for closure and is found to be accurate within one foot in 97114 feet, and contains a total of 1.292 acres. The equipment used to obtain the linear and angular measurements herein was: TOPCON GPT 1003 TOTAL STATION.

By: Stacy C. Carroll
 REGISTERED GEORGIA LAND SURVEYOR

REG. NO. 2729 DATE OF EXPIRATION DEC. 31, 2004

NOTE: EXISTING IMPROVEMENTS ON BUS DEPOT COMPONENT MAY BE DEMOLISHED, CONSTRUCTED AND RE-CONSTRUCTED BY BUS DEPOT UNIT OWNERS AS PROVIDED IN THE DECLARATION.

NOTE: DIMENSIONS AND LOCATION FOR GAMEDAY BUILDING TAKEN FROM DESIGN PLANS, NOT FIELD VERIFIED.

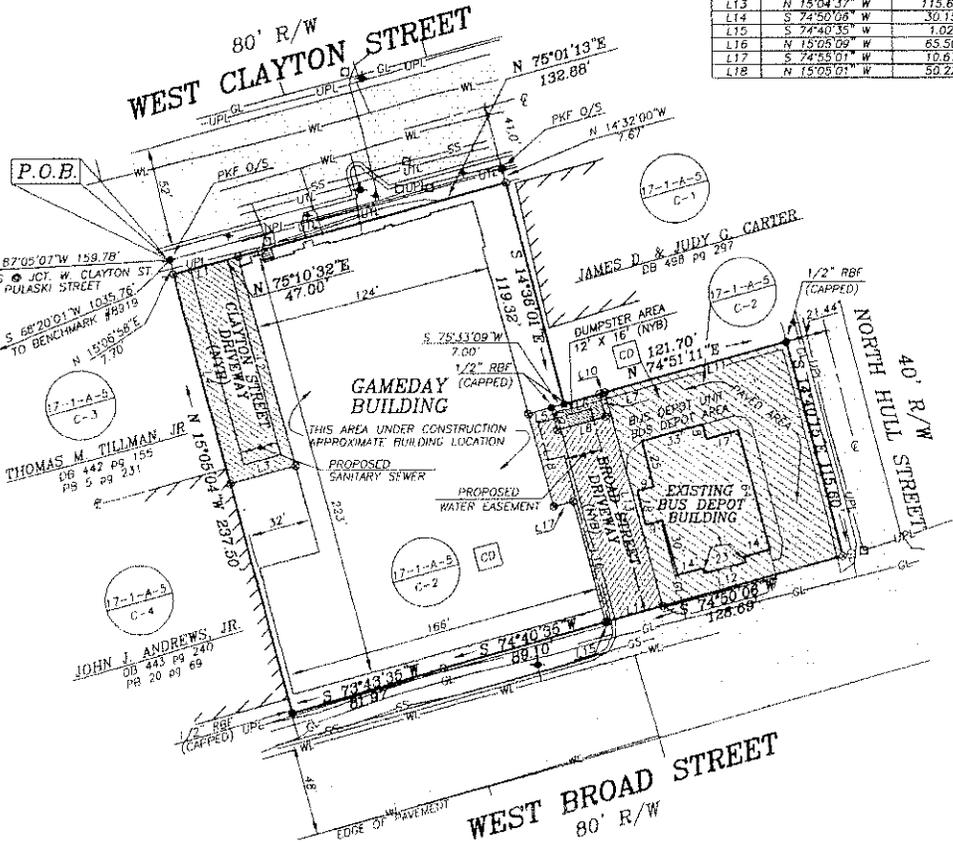
LEGEND

TM = TAX MAP #
 SP = BLOCK-PARCEL #

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- IF = IRON PIN FOUND
- RS = 1/2" REBAR SET
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- OF = OPEN TOP PIPE FND.
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- GF = GRANITE MON. FND.
- SP = STEEL FENCEPOST FND.
- DF = DRILLBIT FOUND
- IF = ANGLE IRON FOUND
- PK = RAILROAD SPIKE SET
- PKF = SPIKE FOUND
- KS = PK NAIL SET
- KF = PK NAIL FOUND
- OS = OFF-SET
- PL = PROPERTY LINE
- CL = CENTERLINE
- R/W = RIGHT OF WAY
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- OC = POINT OF COMMENCEMENT
- HT = FIRE HYDRANT
- TP = TELEPHONE PEDESTAL
- TL = UNDERGROUND TELEPHONE LINE
- WL = WATER LINE
- PL = UNDERGROUND POWER LINE
- LS = LIGHT BOLT
- MC = MANHOLE COVER
- FF = FENCE
- GL = GAS LINE
- SS = SANITARY SEWER LINE

SURVEYOR NOTES:

1. PROPERTY IS TO BE DEVELOPED AS A LUXURY SPORTS CONDOMINIUM
2. PROPERTY IS ZONED COMMERCIAL DOWNTOWN (CD)
3. PROPERTY DOES NOT LIE WITHIN ENVIRONMENTAL AREA AS IDENTIFIED BY ACC ENVIRONMENTAL AREAS MAP.
4. PROPERTY DOES NOT LIE WITHIN A FLOOD ZONE AS PER FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 13040-0022 C, MAY 4, 1992.
5. PROPERTY HAS NO SETBACK RESTRICTIONS FRONT, BACK OR SIDE. THERE IS A HEIGHT RESTRICTION OF 100'.
6. UTILITIES LOCATED ARE AS PER OUR PLANS FOR GAMEDAY ATHENS, LLC DATED 12/27/02 AND 2/26/03. UTILITIES LOCATED WITHIN THE DEMOLITION AND/OR CONSTRUCTION AREA CAN NOT BE CONFIRMED.
7. THIS PROPERTY IS SUBJECT TO AN EASEMENT FROM JOHN L. PADGETT TO GEORGIA POWER COMPANY RECORDED IN DEED BOOK 485, PAGE 215, ATHENS-CLARKE COUNTY, GEORGIA RECORDS. THIS EASEMENT COULD NOT BE DEFINED FROM THE INFORMATION CONTAINED IN THE DEED.



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L2	S 15°05'04" E	113.44'
L3	S 75°10'32" W	35.15'
L4	N 15°05'04" W	113.44'
CALLS ALONG BROAD ST. DRIVEWAY & BUS DEPOT AREA		
L5	N 74°48'14" E	12.51'
L6	N 74°51'11" E	19.33'
L7	S 15°04'58" E	12.39'
L8	S 75°20'37" W	26.42'
L9	N 14°40'41" W	12.25'
L10	N 74°51'11" E	3.91'
L11	N 74°51'11" E	92.36'
L12	S 74°58'56" W	100.94'
L13	N 15°04'32" W	715.63'
L14	S 74°58'06" W	30.15'
L15	S 74°40'35" W	1.02'
L16	N 15°06'09" W	65.50'
L17	S 74°55'07" W	10.67'
L18	N 15°09'01" W	59.22'

NOTE: BOUNDARY SURVEY WAS COMPLETED ON 2/20/03. SITE INSPECTION WAS MADE ON 10/14/03. CHANGES MADE AFTER THE ORIGINAL SURVEY ARE NOTED.

REVISED 10/30/03 TO ADDRESS COMMENTS BY THE ACC PLANNING DEPARTMENT
 REVISED 6/22/04 TO SHOW PROPOSED DRIVEWAYS, DUMPSTER AND BUS DEPOT AREAS.

DATE OF LAST FIELD SURVEY - 11/6/03



SURVEY FOR: GAMEDAY ATHENS, LLC			
COUNTY: ATHENS-CLARKE	G.M.D.: 216	CITY: ATHENS	STATE: GEORGIA
DATE: OCT. 14, 2003	SCALE: 1" = 50'	PARTY CHIEF: RW	
<p>CARROLL SURVEYING, LLC 1011 MILLER DRIVE ELBERTON, GA. 30635 PHONE (706)213-7086 FAX (706)283-8919</p>	DRAWN BY: LMS	<p>6-24-04</p>	
	LOCATION: D6-41-A		
	CRD FILE: 0061202		
	DWG FILE: 0061202COMA		
			S.A.M.S.O.G. MEMBER

After Recording, Please Return To:

H. Edward Hales, Jr., Esq.
Sutherland Asbill & Brennan LLP
999 Peachtree Street, NE
Atlanta, Georgia 30309-3996

**DECLARATION OF CONDOMINIUM
OF
GEORGIA GAMEDAY CENTER,
a condominium**

in Athens-Clarke County, Georgia

THIS DECLARATION OF CONDOMINIUM (the "Declaration") is made, executed by GAMEDAY ATHENS, LLC, a Georgia limited liability company ("Declarant") and recorded to submit the property hereinafter described and the improvements thereon to the condominium form of ownership under the Georgia Condominium Act.

**ARTICLE 1
SUBMISSION**

1.1 Submission. Declarant, as the owner of the Property (as hereinafter defined), does hereby submit the Property to the provisions of the Act (as hereinafter defined) for the purpose of creating a condominium. From and after the date that this Declaration is recorded with the Clerk of the Superior Court of Athens-Clarke County, Georgia, the Property shall be owned, held, transferred, sold, conveyed, used, occupied, mortgaged or otherwise encumbered subject to the terms and provision of this Declaration and of the Act.

**ARTICLE 2
DEFINITIONS**

"Act" shall mean the Georgia Condominium Act.

"Articles of Incorporation" means the Articles of Incorporation of the Association, as the same may be hereinafter amended.

"Association" means Georgia Gameday Center Condominium Association, Inc., a Georgia non-profit membership corporation formed for the purpose of exercising the powers of the Association under this Declaration, the Articles of Incorporation, the Bylaws, and the Act.

"Board of Directors" means the Board of Directors of the Association, the members of which shall be appointed and elected from time to time as provided in this Declaration, the Articles of Incorporation, the Bylaws, and the Act.

"Bus Depot Board Committee" means the committee established by the Board of Directors which will consist of members of the Board of Directors elected by the Bus Depot Unit Owners as provided in the Bylaws.

"Bus Depot Common Elements" means all portions of the Bus Depot Component not within the boundary of the Bus Depot Units as so depicted on the Plat.

"Bus Depot Common Expenses" means common expenses exclusive to the Bus Depot Component, as so depicted on the Plat.

"Bus Depot Component" means that portion of the Condominium which consists of the Bus Depot Units and the Bus Depot Common Elements.

"Bus Depot Limited Common Elements" means those portions of the Bus Depot Common Elements whose right to use is limited to less than all Bus Depot Unit Owners and shall include any steps, ramps, decks, porches, balconies, heating and air conditioning units serving a Bus Depot Unit, sidewalks immediately adjacent to a Bus Depot Unit and attic space above a Bus Depot Unit.

"Bus Depot Limited Common Expenses" means common expenses exclusive to the Bus Depot Limited Common Elements.

"Bus Depot Unit(s)" means each Unit designated on the Plat as a "Bus Depot Unit."

"Bus Depot Unit Owner" means each person, including the Declarant, who owns a Bus Depot Unit.

"Bus Depot Unit Percentage" means, for each Bus Depot Unit and its Bus Depot Unit Owner, the percentage determined by dividing (a) the square footage of such Bus Depot Unit by (b) the total square footage of all Bus Depot Units, each such percentage being set forth in *Exhibit B*.

"Bylaws" means the Bylaws of the Association, as the same may be hereafter amended.

"Commercial Board Committee" means the committee established by the Board of Directors which will consist of members of the Board of Directors elected by the Commercial Unit Owners as provided in the Bylaws.

"Commercial Common Elements" means all portions of the Commercial Component not located within the boundaries of any Commercial Unit, as so depicted on the Plat.

"Commercial Common Expenses" means common expenses exclusive to the Commercial Component other than Commercial Limited Common Elements.

“Commercial Component” means that portion of the Condominium which consists of the Commercial Units and the Commercial Common Elements.

“Commercial Component Share” means the percentage determined by dividing the square footage of the Commercial Component by the total square footage of the sum of the Residential Component and the Commercial Component, which percentage is set forth on *Exhibit B* attached hereto.

“Commercial Limited Common Elements” means those portions of the Commercial Common Elements whose right to use is limited to less than all Commercial Unit Owners, and shall include any steps, ramps, decks, porches, balconies, heating and air conditioning units serving a Commercial Unit, sidewalks immediately adjacent to a Commercial Unit and attic space above a Commercial Unit, but which shall not include any Reserved Parking Spaces.

“Commercial Limited Common Expenses” means common expenses exclusive to the Commercial Limited Common Elements.

“Commercial Parking Area” means the first floor of the Parking Deck.

“Commercial Unit Owners” means each person, including the Declarant, who owns a Commercial Unit.

“Commercial Unit Percentage” means, for each Commercial Unit and its Commercial Unit Owner, the percentage determined by dividing (a) the square footage of such Commercial Unit by (b) the total square footage of all Commercial Units, each such percentage being set forth in *Exhibit B*.

“Commercial Unit(s)” means each Unit designated on the Plat as a “Commercial Unit.”

“Common Elements” means the Joint Common Elements, the Residential Common Elements, the Commercial Common Elements and the Bus Depot Common Elements.

“Condominium” means the condominium created by this Declaration.

“Condominium Documents” means this Declaration and all exhibits thereto, the Bylaws of the Association, the Articles of Incorporation of the Association, the Rules and Regulations, and the Plat and Plans, all as may be supplemented or amended from time to time.

“Conversion Date” means the first date that all or any portion of the Bus Depot Component is open to the public and operating as a retail shopping center and/or restaurant.

“Declarant” has the meaning set forth in the first paragraph of this Declaration.

“Declaration” means this Declaration of Condominium, as may be amended from time to time.

“Insurance Trustee” has the meaning set forth in section 23.5.

“Joint Common Elements” means all portions of the Condominium not located within the boundaries of any Unit (including without limitation the Retaining Wall) and which are not Residential Common Elements, Commercial Common Elements or Bus Depot Common Elements, as so depicted on the Plat.

"Joint Common Expenses" means common expenses for the general benefit of the Condominium, other than Residential Common Expenses, Residential Limited Common Expenses, Commercial Common Expenses, Commercial Limited Common Expenses, Bus Depot Common Expenses, Bus Depot Limited Common Expenses and Retaining Wall Common Expenses, and from and after the Conversion Date, Shared Parking Expenses.

"Limited Common Elements" means the Residential Limited Common Elements, the Commercial Limited Common Elements and the Bus Depot Limited Common Elements.

"Majority of the Bus Depot Unit Owners" means at any time the Bus Depot Unit Owners who collectively own more than fifty percent (50%) of the Bus Depot Unit Percentages.

"Mortgagee" means the holder of a Security Instrument.

"Nonprofit Code" means the Georgia Nonprofit Corporation Code.

"Occupant" means a person or persons in possession of a Unit, regardless of whether that person is the Unit Owner.

"Parking Deck" means that portion of the building comprising the Residential Component and the Commercial Component and designated on the Plat as the "Parking Deck."

"Parking Space" means a designated space in the Parking Deck for the sole purpose and use as a location to park personal automobiles and similar sized vehicles.

"Plat" means that certain Plat of Georgia Gameday Center dated _____ prepared by _____ and recorded at Condominium Plat Book _____, Page _____, Athens-Clarke County, Georgia.

"Property" means the real property located in Athens-Clarke County, Georgia, more fully described on *Exhibit A* attached hereto, including any easements, rights and appurtenances.

"Reserved Parking Space(s)" means each parking space specifically assigned to a Residential Unit or a Commercial Unit for his exclusive use 24 hours a day, 365 days a year.

"Residential Board Committee" means the committee established by the Board of Directors which will consist of members of the Board of Directors elected by the Residential Unit Owners as provided in the Bylaws.

"Residential/Commercial Unit Percentage" means, for Residential Unit and Commercial Unit and its respective Unit Owner, the percentage determined (a) for each Residential Unit, by multiplying (1) its Residential Unit Percentage by (2) the Residential Component Share, (b) for each Commercial Unit, by multiplying (1) its Commercial Unit Percentage by (2) the Commercial Unit Share.

"Residential Common Elements" means all portions of the Residential Component not located within the boundaries of any Residential Unit, as so depicted on the Plat.

"Residential Common Expenses" means common expenses exclusive to the Residential Component other than Residential Limited Common Elements.

"Residential Component" means that portion of the Condominium which consists of the Residential Units and the Residential Common Elements.

"Residential Component Share" means the percentage determined by dividing the square footage of the Residential Component by the total square footage of the sum of the Residential Component and the Commercial Component, which percentage is set forth on *Exhibit B*.

"Residential Limited Common Elements" means those portions of the Residential Common Elements not located within the boundaries of any Residential Unit and whose right to use is limited to less than all Residential Unit Owners, and shall include any steps, ramps, decks, porches, balconies, heating and air conditioning units serving a Residential Unit, sidewalks immediately adjacent to a Residential Unit, attic space above a Residential Unit, but which shall not include any Reserved Parking Spaces.

"Residential Limited Common Expenses" means expenses exclusive to the Residential Limited Common Elements.

"Residential Parking Area" means all floors of the Parking Deck other than the first floor.

"Residential Unit Owners" means each person, including the Declarant, who owns a Residential Unit.

"Residential Unit Percentage" means, for each Residential Unit and its Residential Unit Owner, the percentage determined by dividing (a) one (1) by (b) the total number of Residential Units.

"Residential Units" means the Units designated on the Plat as "Residential Units."

"Retaining Wall" means the retaining wall now or hereafter located on the property as shown on the plat as the "retaining wall".

"Retaining Wall Common Expenses" means common expenses exclusive to the Retaining Wall.

"Rules and Regulations" means the Rules and Regulations that may from time to time be approved by the Association or by the Board of Directors, or as concerns the Bus Depot Component, the Bus Depot Unit Owners.

"Security Instrument" means any mortgage, deed to secure debt or deed of trust secured by a Unit which gives such holder a first and superior lien and security title in and to such Unit.

"Shared Parking Expenses" means common expenses incurred from and after the Conversion Date exclusive to the Commercial Parking Area.

"Unit(s)" means individually or collectively as context may require, the Commercial Units, the Residential Units and the Bus Depot Units and shall be further defined as that portion of the Condominium intended for individual ownership and use for which title has been conveyed by the Declarant to another party or for which a certificate of occupancy has been issued, as more particularly described in the Condominium Documents.

"Unit Owner" means each record titleholder of a Unit but shall not include a Mortgagee.

"Unit Percentage" means, for Unit and its respective Unit Owner, the percentage determined (a) for each Residential Unit, by multiplying (1) such Residential Unit's Residential Unit Percentage by (2) the Residential Component Share, (b) for each Commercial Unit, by multiplying (1) such Commercial Unit's Commercial Unit Percentage by (2) eighty percent (80%) of the Commercial Unit Share and (c) for each Bus Depot Unit, by multiplying (1) such Bus Depot Unit's Bus Depot Unit Percentage by (2) twenty percent (20%) of the Commercial Unit Share.

**ARTICLE 3
NAME**

3.1 **Name.** The name of the Condominium is "Georgia Gameday Center, a condominium."

**ARTICLE 4
COUNTY**

4.1 **Location.** The Condominium is located in Athens-Clarke County, Georgia.

**ARTICLE 5
PLAT**

5.1 **Plat.** The Condominium shall consist of the Residential Units, the Commercial Units and the Bus Depot Units, as depicted on the Plat. The Plat depicts the location and dimensions of the Property, the locations and dimensions of the vertical boundaries of each completed Unit, the locations and dimensions of all completed structural improvements located on the Property, to the extent feasible, the location of Units "not yet begun," the location of easements to which the Property is subject, the identifying numbers of the Units and the location and dimension of any Limited Common Elements assigned to each Unit.

**ARTICLE 6
UNITS**

6.1 **Separate Parcel.** Each Unit, together with its undivided interest in the Common Elements and Limited Common Elements assigned to such Unit shall for all purposes constitute a separate parcel of real property, which may be owned, held, transferred, sold, conveyed, used, occupied, mortgaged, or otherwise encumbered in the same manner as any other parcel of real property, subject to the provisions of this Declaration and the Act. Each Unit Owner shall be entitled to the exclusive ownership and possession of the Unit owned by him, subject to the provisions of this Declaration and the Act. Each Unit shall include all of the space and improvements within the boundaries thereof.

6.2 **Boundaries.**

(a) For each Residential Unit and Commercial Unit (i) upper horizontal boundaries shall be the plane formed by the lower edge surface of the support system to which the construction components forming the ceiling of such Unit are attached, (ii) lower horizontal boundaries shall be the plane formed by the upper edge surface of the support system to which the construction components framing the floor of such Unit are attached and (iii) the vertical boundary of such Unit shall be the plane formed by the interior edge surface of the walls which form the exterior walls of such Unit and to which the construction components forming the finished interior walls of such Units are attached. Notwithstanding the foregoing, in the case of any Residential Unit or Commercial Unit constructed directly on a concrete slab or floor, the lower horizontal boundary of such Unit shall be the upper surface of such Unit's floor or slab.

(b) There shall initially be only one Bus Depot Unit. The lateral vertical boundaries of such initial Bus Depot Unit shall be the vertical perpendicular planes extending through the boundary lines described in the metes and bounds legal description attached hereto as *Exhibit E*. Such initial Bus Depot Unit shall have no upper or lower horizontal boundaries.

(c) All exterior doors and exterior windows located within each Unit and all wallboard, plasterboard, plaster, paneling, molding, tiles, wallpaper, paint, finished flooring, and any other materials constituting any part of the finished surfaces of such Unit shall be deemed a part of such Unit; all other portions of the walls, floors or ceilings shall be deemed part of (i) the Residential Common Elements if part of a Residential Unit or (ii) Commercial Common Elements if part of a Commercial Unit or (iii) the Bus Depot Common Elements if part of a Bus Depot Unit. Except as otherwise provided herein, all space, interior partitions and other fixtures and improvements within the boundaries of a Residential Unit or Commercial Unit or Bus Depot Unit shall be deemed part of such Unit.

(d) Heating and air conditioning systems serving only a single Unit (including any part of such system located outside the boundaries of a Unit), all duct work for heating and air conditioning systems and appliances and plumbing fixtures within a Unit, shall be part of such Unit. To the extent any chutes, flues, ducts, conduits, wires, bearing walls, bearing columns, or any other apparatus lies partially inside of the designated boundaries of a Unit, any portions thereof serving more than one Unit or any portion of the Common Elements shall be deemed a part of the Residential Common Elements if part of a Residential Unit or Commercial Common Elements if part of a Commercial Unit or Bus Depot Common Elements if part of a Bus Depot Unit.

(e) In interpreting deeds and plans, the existing physical boundaries of a Unit as originally constructed or of a Unit reconstructed in substantial accordance with the Plans shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed in any deed or plan, regardless of settling or lateral movement of any improvements, and regardless of minor variance between the boundaries shown on the Plat or in a deed and those of a Unit. The provisions of this section 6.2(d) shall not apply in the case of a subdivision of a Commercial Unit or a Bus Depot Unit as provided in section 6.5.

6.3 *Alterations to Interiors of Units.* If adjoining Residential Units are owned by the same Residential Unit Owner, such Residential Unit Owner shall have the right, subject to the consent of a Mortgagee with respect to such Residential Unit and also subject to the consent of the Board of Directors, which consent shall not be unreasonably withheld, to remove all or any part of any intervening partition or create doorways or other apertures therein, notwithstanding the fact that such partition may, in whole or in part, be part of the Residential Common Elements; provided, however, that no portion of any load bearing wall or column may be materially weakened or removed and no portion of any Common Element may be damaged, destroyed or endangered, other than that partition and any chutes, flues, ducts, conduits, wires or other apparatus contained therein, provided such facilities are relocated by such Residential Unit Owner if they serve any other part of the Condominium. Any request for the consent of the Board of Directors pursuant to this section 6.3 shall include all plans, including construction drawings, for such proposed alterations. The alterations permitted by this section 6.3 shall not be deemed an alteration or relocation of boundaries between adjoining Residential Units.

6.4 *Relocation of Boundaries Between Units.*

(a) Regardless of any provision of this Declaration or the Plat to the contrary, Declarant reserves the sole and exclusive right, exercisable with respect to any Unit, until the date that any such Unit, or portion thereof, has been conveyed to a purchaser other than Declarant, to subdivide or

combine Unit boundaries in such manner and configuration as Declarant, in its sole discretion, and without the consent or joinder of any party other than a Mortgagee with respect to such Unit, shall deem necessary or desirable. Any such division or combination shall be evidenced by the recordation of an amendment to this Declaration and the Plat in the Public Records of Athens-Clarke County, Georgia, and graphically depicting the subdivided or combined Units, as the case may be and the Association shall be required to execute any such amendment. No relocation of boundaries between Units by Declarant pursuant to this section 6.4(a) shall operate in any manner to change the Unit boundaries, Unit Percentage in Common Elements or Limited Common Elements that have been previously conveyed to any Unit Owner other than Declarant, unless such Unit Owner, and his Mortgagee consent, in writing. The foregoing right of Declarant shall terminate and cease upon conveyance of all Units to purchasers other than the Declarant.

(b) Except as provided in section 6.4(a), boundaries between adjoining Residential Units may not be relocated.

(c) Unless section 6.4(a) applies, boundaries between adjoining Commercial Units may be relocated only in accordance with the provisions of section 44-3-91 of the Act.

(d) Unless section 6.4(a) applies, boundaries between adjoining Bus Depot Units may be relocated only in accordance with the provisions of section 44-3-91 of the Act.

6.5 Subdivision of Units.

(a) No Residential Unit Owner may subdivide a Residential Unit.

(b) A Commercial Unit Owner may subdivide his Commercial Unit only in accordance with section 44-3-92 of the Act.

(c) A Bus Depot Unit Owner may subdivide his Bus Depot Unit only in accordance with section 44-3-92 of the Act.

ARTICLE 7 COMMON ELEMENTS

7.1 Generally. Ownership of the Joint Common Elements shall be by the Unit Owners as tenants-in-common. Ownership of the Residential Common Elements shall be by the Residential Unit Owners as tenants-in-common. Ownership of the Commercial Common Elements shall be by the Commercial Unit Owners as tenants-in-common. Ownership of the Bus Depot Common Elements shall be by the Bus Depot Unit Owners as tenants-in-common. The ownership interest in the Common Elements shall be an undivided interest, and except as provided in the Act and this Declaration shall remain undivided. No Unit Owner shall bring any action for partition or division of the Common Elements. The ownership interest in the Common Elements shall not be conveyed, transferred, encumbered or otherwise affected separate from the ownership of the Unit, and any agreement to the contrary shall be void.

7.2 Joint Common Elements. Except as otherwise provided herein, the Association and each Unit Owner may use the Joint 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 Unit Owners. Each Unit Owner and Occupant shall have a right and easement of use and enjoyment in and to the Joint Common Elements (including the right of access, ingress and egress to and from the Unit over any portions of the Condominium designated for such purpose) and such easement shall be appurtenant to and shall pass with

the title to such Unit, subject to the rights of the Unit Owners to the exclusive use of the Limited Common Elements assigned to their respective Units and to the right of the Association to control the use and enjoyment of the Joint Common Elements as provided by the terms of this Declaration. Every portion of a Unit and all Limited Common Elements contributing to the support of an abutting Unit shall be burdened with an easement of support for the benefit of the abutting Unit.

7.3 Residential Common Elements. Except for Residential Limited Common Elements or as otherwise provided herein, each Residential Unit Owner and the Association may use the Residential 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 Residential Unit Owners. Each Residential Unit Owner and his Occupant shall have a right and easement of use and enjoyment in and to the Residential Common Elements (including the right of access, ingress and egress to and from his Residential Unit over any portions of the Residential Component designated for such purpose) and such easement shall be appurtenant to and shall pass with the title to such Residential Unit, subject to the rights of the Residential Unit Owners to the exclusive use of the Residential Limited Common Elements assigned to their respective Residential Units and to the right of the Association to control the use and enjoyment of the Residential Common Elements as provided by the terms of this Declaration.

7.4 Commercial Common Elements. Except for Commercial Limited Common Elements or as otherwise provided herein, each Commercial Unit Owner and the Association may use the Commercial 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 Commercial Unit Owners. Each Commercial Unit Owner and Occupant shall have a right and easement of use and enjoyment in and to the Commercial Common Elements (including the right of access, ingress and egress to and from his Commercial Unit over any portions of the Commercial Component designated for such purpose) and such easement shall be appurtenant to and shall pass with the title to such Commercial Unit, subject to the rights of the Commercial Unit Owners to the exclusive use of the Commercial Limited Common Elements assigned to their respective Commercial Units and to the right of the Association to control the use and enjoyment of the Commercial Common Elements as provided by the terms of this Declaration.

7.5 Bus Depot Common Elements. Except for Bus Depot Limited Common Elements or as otherwise provided herein, each Bus Depot Unit Owner may use the Bus Depot 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 Bus Depot Unit Owners. Each Bus Depot Unit Owner and Occupant shall have a right and easement of use and enjoyment in and to the Bus Depot Common Elements (including the right of access, ingress and egress to and from his Bus Depot Unit over any portions of the Bus Depot Component designated for such purpose) and such easement shall be appurtenant to and shall pass with the title to such Bus Depot Unit, subject to the rights of the Bus Depot Unit Owners to the exclusive use of the Bus Depot Limited Common Elements assigned to their respective Bus Depot Units and to the right of the Association to control the use and enjoyment of the Bus Depot Common Elements as provided by the terms of this Declaration.

ARTICLE 8 LIMITED COMMON ELEMENTS

8.1 Residential Limited Common Elements. The Residential Limited Common Elements attributable to a Residential Unit are as set forth in the Plat. The Residential Limited Common Elements attributable to a Residential Unit are reserved for the exclusive use of the Residential Unit Owner(s) and their Occupants which are assigned such Residential Limited Common Elements.

8.2 Commercial Limited Common Elements. The Commercial Limited Common Elements attributable to a Commercial Unit are as set forth on the Plat. The Commercial Limited Common Elements attributable to a Commercial Unit are reserved for the exclusive use of the Commercial Unit Owner(s) and their Occupants which are assigned such Commercial Limited Common Elements.

8.3 Bus Depot Limited Common Elements. The Bus Depot Limited Common Elements attributable to a Bus Depot Unit are as set forth in the Plat. The Bus Depot Limited Common Elements attributable to a Bus Depot Unit are reserved for the exclusive use of the Bus Depot Unit Owner(s) and their Occupants which are assigned such Bus Depot Limited Common Elements.

**ARTICLE 9
ASSIGNMENT AND REASSIGNMENT
OF LIMITED COMMON ELEMENTS**

9.1 By Declarant. Declarant reserves the sole and exclusive right:

(a) until such time as a Residential Unit has been conveyed to a purchaser other than Declarant, to assign or reassign a Residential Limited Common Element with respect to such Residential Unit; or

(b) until such time as a Commercial Unit has been conveyed to a purchaser other than Declarant, to assign or reassign a Commercial Limited Common Element with respect to such Commercial Unit.

(c) until such time as a Bus Depot Unit has been conveyed to a purchaser other than Declarant, to assign or reassign a Bus Depot Limited Common Element with respect to such Bus Depot Unit.

9.2 By the Board of Directors. The Board of Directors, without a membership vote, is hereby authorized to assign and to reassign Residential Limited Common Elements and Commercial Limited Common Elements (but not without the approval of all Unit Owners assigned such Limited Common Element). The Board of Directors may not assign or reassign Bus Depot Limited Common Elements without the consent of a Majority of the Bus Depot Unit Owners. Additionally, any assignment or reassignment of Limited Common Elements shall otherwise be made in accordance with the provisions of section 44-3-82 of the Act.

**ARTICLE 10
ALLOCATION OF UNDIVIDED INTEREST
IN THE COMMON ELEMENTS**

10.1 Common Elements. Each Unit shall be allocated an undivided interest in the Common Elements equal to its Unit Percentage.

10.2 Residential Common Elements. Each Residential Unit shall be allocated an undivided interest in the Residential Common Elements equal to its Residential Unit Percentage.

10.3 Commercial Common Elements. Each Commercial Unit shall be allocated an interest in the Commercial Common Elements equal to its Commercial Unit Percentage.

10.4 Bus Depot Common Elements. Each Bus Depot Unit Owner shall be allocated an interest in the Bus Depot Common Elements equal to its Bus Depot Unit Percentage.

ARTICLE 11
ALLOCATION OF VOTES IN THE ASSOCIATION

11.1 *Generally.* Each Unit Owner shall have a vote in the Association equal to his Unit Percentage.

ARTICLE 12
ALLOCATION OF LIABILITY FOR COMMON EXPENSES

12.1 *Joint Common Expenses.* Joint Common Expenses shall be allocated and assessed among the Residential Unit Owners and the Commercial Unit Owners in proportion to their respective Residential/Commercial Unit Percentages.

12.2 *Residential Common Expenses.* Residential Common Expenses shall be allocated and assessed among the Residential Unit Owners in proportion to their respective Residential Unit Percentages.

12.3 *Commercial Common Expenses.* Commercial Common Expenses shall be allocated and assessed among the Commercial Unit Owners in proportion to their respective Commercial Unit Percentages.

12.4 *Bus Depot Common Expenses.* Bus Depot Common Expenses shall be allocated and assessed to the Bus Depot Unit Owners in proportion to their respective Bus Depot Unit Percentages.

12.5 *Retaining Wall Common Expenses.* Retaining Wall Common Expenses shall be allocated and assessed among the Unit Owners as follows: 50% to the Bus Depot Unit Owners in proportion to their respective Bus Depot Unit Percentages and 50% to the Residential Unit Owners and the Commercial Unit Owners in proportion to their respective Residential/Commercial Unit Percentages.

12.6 *Shared Parking Expenses.* From and after the Conversion Date, Shared Parking Expenses shall be allocated to the Bus Depot Unit Owners and the Commercial Unit Owners in proportion to their respective Unit Percentages.

12.7 *Residential Limited Common Expenses.* Residential Limited Common Expenses shall be allocated and assessed among the Residential Unit Owners assigned such Residential Limited Common Element in proportion to their respective Residential Unit Percentages.

12.8 *Commercial Limited Common Expenses.* Commercial Limited Common Expenses shall be allocated and assessed among the Commercial Unit Owners assigned such Commercial Limited Common Element in proportion to their respective Commercial Unit Percentages.

12.9 *Bus Depot Limited Common Expenses.* Bus Depot Limited Common Expenses shall be allocated and assessed among the Bus Depot Unit Owners assigned such Bus Depot Limited Common Elements in proportion to their respective Bus Depot Unit Percentages.

ARTICLE 13
THE ASSOCIATION

13.1 **Generally.** The powers of the Association and the Board of Directors shall be as set forth, and shall be subject to the limitations and restrictions set forth in the Act, the Nonprofit Code, this Declaration, the Articles of Incorporation and the Bylaws of the Association.

13.2 **Board of Directors.** The Board of Directors is the governing body of the Association.

13.3 **Committees.** Pursuant to the Bylaws, and subject to the Nonprofit Code, the Board of Directors shall establish the Residential Board Committee, the Commercial Board Committee and the Bus Depot Board Committee. As provided in the Bylaws, all action or other determination required by the Board of Directors which relates solely to the Residential Component or the Commercial Component or the Bus Depot Component shall be determined by the Residential Board Committee or the Commercial Board Committee or the Bus Depot Board Committee, respectively. All references in this Declaration to actions or other determinations by the Board of Directors which relate solely to the Residential Component or Commercial Component or the Bus Depot Component shall be interpreted to mean actions or other determinations by the Residential Board Committee, the Commercial Board Committee or the Bus Depot Board Committee, as applicable.

13.4 **Limitations on Authority.**

(a) Without the consent of a Majority of the Bus Depot Unit Owners, the Association shall have no authority to take the actions specified in sections 44-3-106(a) and (b) of the Act with respect to the Bus Depot Component, including without limitation the Bus Depot Unit Owners, the Bus Depot Units and the Bus Depot Common Elements.

(b) Without the consent of a Majority of the Bus Depot Unit Owners, neither the Board of Directors nor the Association shall promulgate any Rules and Regulations or other Rules and Regulations concerning the Bus Depot Component.

ARTICLE 14 PREPARER OF DECLARATION

14.1 **Preparer.** The name and address of the attorney who prepared this Declaration is H. Edward Hales, Jr., Esq. of Sutherland Asbill & Brennan LLP, 999 Peachtree St., N.E, Atlanta, Georgia 30309.

ARTICLE 15 RESIDENTIAL COMPONENT AND COMMERCIAL COMPONENT RESTRICTIONS

15.1 **Generally.** For the purpose of assuring the maximum enjoyment of the Condominium by all of the Unit Owners and Occupants, the Residential Units and the Commercial Units will be subject to the restrictions set forth on *Exhibit C* attached hereto and no portion of the Commercial Component may be used, occupied or leased for any of the prohibited uses set forth on *Exhibit D* attached hereto.

15.2 **Compliance by Residential Unit Owners and Commercial Unit Owners, Occupants and Lessees.** Each Residential Unit Owner and Commercial Unit Owner shall cause his Occupants to comply with all of the restrictions set forth in this Article 15, the Rules and Regulations and such other reasonable rules and regulations concerning the Condominium as may be promulgated from time to time by the Board of Directors. All agreements by which a Residential Unit or a Commercial Unit is leased shall provide that the terms of such lease shall be subject in all respect to all of the terms and provisions of the Declaration and the Bylaws, and that any failure by the lessee to comply with the terms of such documents shall be a default under such lease agreements.

15.3 *Leasing of Residential Units and Commercial Units.* Residential Units and Commercial Units may be leased by their respective Unit Owners subject to the covenants and restrictions of this Declaration and subject to the rules and regulations governing leasing established by the Board of Directors. Any lease agreement shall be required to provide that the lessee, sublessee, his invitees, employees and guests comply with the terms of the Declaration and that any failure by the lessee, sublessee, his invitees, employees or guests to comply with the terms of such documents shall be a default under the lease. All leases shall be required to be in writing.

**ARTICLE 16
BUS DEPOT**

16.1 *Generally.* The Bus Depot Component may include such improvements, including without limitation, structures, surface parking driveways and landscaping as the Declarant or a Majority of the Bus Depot Unit Owners determine from time to time. Without limiting the generality of the foregoing, the Declarant or a Majority of the Bus Depot Unit Owners shall have the right to demolish existing improvements located on the Bus Depot Component and reconfigure and/or construct and new improvements thereon.

16.2 *Use Restrictions.* The Bus Depot Component shall not be used for any residential or hotel use if such use would violate existing zoning laws or requirements or would cause the Residential Component or the Commercial Component to become a nonconforming use with respect to density requirements under such zoning laws or requirements. Additionally, no part of the Bus Depot Component may be used, occupied or leased for any of the prohibited uses described in *Exhibit D*.

16.3 *Commercial Parking Area.* From and after the Conversion Date, the Bus Depot Unit Owners and their respective Occupants and guests shall have the right to use the Commercial Parking Area subject only to those restrictions imposed on all Commercial Unit Owners.

16.4 *Retaining Wall.* Declarant and a Majority of the Bus Depot Unit Owners reserve the sole and exclusive right to construct one or more ramps, driveways, stairwells and/or walkways through the Retaining Wall. Such improvements shall be Joint Common Elements. Such construction shall be at the cost and expense of Declarant or Bus Depot Owners, but after construction costs attributable to such improvements shall be Retaining Wall Common Expenses.

16.5 *Adjoining Property.* Declarant and thereafter the Bus Depot Unit Owners may enter into tie-in agreements with any landowner of property adjoining the Bus Depot Component which agreements may permit, without limitation, access to and from such adjoining property to the Bus Depot Component and construction of structures on both the Bus Depot Component and such adjoining property. To the extent any such structures are located on such adjoining property, they are not part of the Condominium.

**ARTICLE 17
PARKING**

17.1 *Generally.* As depicted on the Plat there will be a Parking Deck. The Residential Parking Area will be a Residential Common Element. The Commercial Parking Area will be a Commercial Common Element.

17.2 *Residential Component.* All parking spaces in the Residential Parking Area not specifically assigned to a Residential Unit shall be considered general parking areas for the use of Residential Unit Owners, their Occupants and guests. Reserved Parking Spaces will be assigned to

Residential Units by the Board of Directors. The Board of Directors will give consideration to the location of the Residential Unit in respect to the location of the designated spaces. Each Residential Unit will be entitled to the following number of Reserved Parking Spaces:

- (a) each three-bedroom Residential Unit shall be entitled to two Reserved Parking Spaces;
- (b) each two-bedroom penthouse Residential Unit shall be entitled to two Reserved Parking Spaces;
- (c) each two-bedroom Residential Unit (excluding two-bedroom penthouse Residential Units) shall be entitled to one Reserved Parking Space; and
- (d) each one-bedroom Residential Unit shall be entitled to one Reserved Parking Space.

17.3 Commercial Component. All parking spaces in the Commercial Parking Area not specifically assigned to a Commercial Unit shall be considered general parking areas for the use of the Commercial Unit Owners, and from and after the Conversion Date, the Bus Depot Unit Owners, and their respective Occupants and guests. Reserved parking spaces may be assigned to Commercial Units by the Board of Directors from time to time.

17.4 Other Assignments. The Board of Directors shall, from time to time, make such additional assignments of Parking Spaces as they deem necessary and shall designate such Parking Spaces as “disabled” or “handicapped” or similar designation as may be required by the Americans with Disabilities Act and/or similar laws.

17.5 Size and Types of Permitted Vehicles in Parking Deck. Only a passenger automobile or a pick-up truck in operating condition or delivery trucks making deliveries to Commercial Units may be parked upon or in designated automobile Parking Spaces. The Board of Directors is authorized to prohibit the parking of all boats, recreational vehicles or other oversized vehicles in the Parking Deck. The Board of Directors may cause property stored or parked in violation of the provisions of this section 17.5 to be removed at the expense of the Unit Owner who parked or stored the same or whose Occupant, lessee, invitee, or lessee’s invitee parked or stored the same, or at the expense of the Unit Owner on whose behalf the same is parked or stored, or who caused or permitted such parking or storage. The cost of removal and further storage shall be assessed against the Unit Owner liable for such cost hereunder. Provided, however, that Declarant and its agents may park such trucks, vehicles or equipment in the Parking Deck as are necessary to complete construction to provide maintenance to any Unit, Common Element or Limited Common Element. Boats, trailers, trucks, motorcycles, mini-bikes, recreational vehicles or non-automobiles may be parked only in parking areas, if any, set aside by the Board of Directors for such purposes. These restrictions on recreational vehicles of non-automobiles may be enforced by removal and storage in the same manner as stated above, including the right of the Association to charge a fee for such removal and storage.

ARTICLE 18 REPAIR AND MAINTENANCE

18.1 Units. Each Unit Owner shall be responsible for the maintenance, repair, renovation, restoration and replacement of all portions of his Unit, including, without limitation, the heating, air conditioning and interior electrical and plumbing systems and the exterior doors and glass surfaces. All such maintenance, repair, renovation, restoration and replacement work shall be performed by each Unit

Owner in such a manner so as to cause as little disturbance to the Unit Owners and Occupants of the other Units as is reasonably possible. Without limiting the generality of the foregoing, each Unit Owner shall be required to maintain the heating and air conditioning systems (including humidity levels) serving his Unit and operate same to prevent mildew growth and pipe freezing.

18.2 Limited Common Elements. Each Unit Owner shall be responsible for the maintenance, repair, renovation, restoration and replacement of all of the Limited Common Elements assigned to his Unit. All such maintenance, repair, renovation, restoration and replacement work to be performed by the Unit Owner shall be done in such a manner so as to cause as little disturbance to the Unit Owners and Occupants of the other Units as is reasonably possible.

18.3 Common Elements. The Association shall be responsible for the maintenance, repair, renovation, restoration and replacement of the Common Elements. In performing such responsibility, the Association shall do the following:

- (a) provide maintenance and repair of driveways and parking areas;
- (b) repair, replace and maintain all utility lines, pipes, wires and conduits serving the Units (except for those forming a part of the heating and air conditioning and interior electrical and plumbing systems, for which each Unit Owner shall be responsible);
- (c) provide maintenance of the common areas including landscaping; and
- (d) pay common area taxes and utilities.

18.4 Prohibited Changes. No Residential Unit Owner and no Commercial Unit Owner shall paint or otherwise change the exterior appearance of his Unit, or of any other portion of the Property, including any of the Limited Common Areas assigned to his Unit, without having first obtained the written consent of the Board of Directors. Additionally, the design, type, location, size, intensity and color of all exterior lights (including both those mounted as part of the original design of the Property and those mounted with the consent of the Board of Directors) located in the Residential Component and/or the Commercial Component shall be subject to the control of the Board of Directors. The restrictions contained in this section 18.4 shall not apply to any Bus Depot Unit Owner or his Unit or the Bus Depot Component.

18.5 Maintenance Required by Unit Owners. In the event the Board of Directors shall determine that the need for maintenance or repairs by the Association as provided in section 18.3 is caused through the willful or negligent act of a Unit Owner, his Occupant, lessee, or their sublessees, assignees, guests or invitees, and not paid for by insurance, the cost of performing such maintenance or repair shall be added to and become a part of the assessments to which such Unit Owner is subject.

ARTICLE 19 PLAT AND PLANS

19.1 Plat. The Plat is being filed simultaneously with this Declaration in Condominium Plat Book ____, page ____, Athens-Clarke County, Georgia Records, and said survey is by reference incorporated herein.

19.2 Plans. Plans of every building which contains a Unit located on the Property, conforming to the requirements set forth for the same in the Act, are being filed simultaneously with this

Declaration in the Office of the Clerk of Superior Court of Athens-Clarke County, Georgia, the same being File No. _____.

**ARTICLE 20
CONTROL BY DECLARANT**

20.1 *Generally.* Notwithstanding anything contained elsewhere in this Declaration, or in the Articles of Incorporation or Bylaws, which may be construed to the contrary, the Declarant shall be authorized to appoint and remove any member or members of the Board of Directors and officer or officers of the Association. The Declarant's authority to so appoint and remove members of the Board of Directors and officers of the Association shall expire upon the first of the following to occur:

- (a) the expiration of three (3) years after the date of recording of this Declaration;
- (b) the date as of which Units to which four-fifths (4/5) of the undivided interests in the Common Elements shall have been conveyed by the Declarant to Unit Owners other than the Declarant;
- (c) the surrender by the Declarant of the authority to appoint and remove members of the Board of Directors and officers of the Association by an express amendment to this Declarant executed and recorded by the Declarant.

**ARTICLE 21
ASSESSMENTS**

21.1 *Purpose.* Assessments shall be levied against the Unit Owners and the Units to defray the common expenses of the Property. Common expenses shall be calculated separately for the Joint Condominium, the Residential Component, the Commercial Component, the Bus Depot Component and for their respective Common Elements and Limited Common Elements and for the Retaining Wall Common Expenses and the Shared Parking Expenses. Assessments shall be made by the Board of Directors. Common Expenses shall include the following:

- (a) management fee, if any, and expenses of administration of the Property;
- (b) common utility bills and charges for other common services, including but not limited to water and sewerage;
- (c) premiums for all insurance policies maintained by the Association;
- (d) the expenses of performing the maintenance, repair, renovation, and replacement work which is the responsibility of the Association under section 18.3;
- (e) such other costs and expenses as may be determined from time to time by the Board of Directors to be common expenses; and
- (f) the creation and maintenance of such reserve funds as are required to be maintained by the Association under section 21.7, and such other reserve funds as the Board of Directors shall determine, including but not limited to a reserve for repairs and maintenance.

21.2 *Budget; Payment Dates.* No less than thirty (30) days prior to the commencement of each fiscal year of the Association, the Board of Directors shall adopt a budget for the succeeding fiscal

year, which budget (a) shall estimate the amount of common expenses which are anticipated to be incurred during such year and (b) shall make provision for an adequate reserve fund for maintenance, repair and replacement of those portions of the Common Elements that must be replaced on a periodic basis. Prior to the commencement of such fiscal year, the Board of Directors shall furnish a copy of such budget to each Unit Owner, together with a written statement of the amount of such common expenses which shall be assessed against such Unit Owner for such fiscal year. Unless otherwise determined by the Board of Directors, such assessment shall be due on January 1 of each year. The Board of Directors shall be authorized to prorate the annual assessment into twelve (12) monthly or four (4) quarterly installments. In addition, any fees, charges and other amounts payable by any Unit Owner to the Association shall be added to and shall, unless paid at the time the same are incurred or at some other time determined by the Board of Directors, be due and payable as part of the installment of the assessment next coming due.

21.3 Special Assessments. If, for any reason, including nonpayment of any Unit Owner's assessments, an annual budget adopted by the Board of Directors for any fiscal year proves inadequate to defray the common expenses for such fiscal year, the Board of Directors may, at any time, levy a special assessment to raise the additional funds necessary to defray such common expenses, which special assessment shall be due and payable at such time and in such installments as the Board of Directors shall determine. Additionally, the Board of Directors shall be authorized to levy special assessments under the circumstances described in section 24.7(b).

21.4 Special Assessments for Capital Improvements. In addition to the assessments which shall be levied against the Unit Owners under sections 21.2 and 21.3, the Board of Directors shall be authorized, upon the affirmative vote of the Unit Owners to which three-fourths (3/4ths) of the undivided interest in the Common Elements is allocated, to levy a special assessment for the purpose of defraying, in whole or in part, the costs of any capital improvements to be made upon the Common Elements, or for the costs of making repairs or replacements which are not provided for in the then current budget of the Association. Any such special assessments for the capital improvements and repairs shall be payable at such time and in such installments as the Board of Directors shall determine.

21.5 Collection. In addition to all other remedies provided by law, the Association may enforce collection of the assessments for which a Unit Owner is liable, together with all other amounts as may be owed by such Unit Owner to the Association, as hereinafter provided.

(a) In the event that any Unit Owner shall fail to pay any installment of any assessment levied against him within ten (10) days after such installment shall be due and payable and within five (5) days after written notice is mailed to the Unit Owner, the entire unpaid balance of such assessment for the remainder of the fiscal year may, at the option of the Board of Directors, be accelerated and be declared immediately due and payable in full, without notice to such Unit Owner.

(b) In the event that any Unit Owner shall fail to pay within five (5) days after the same shall be due, any amounts due and payable to the Association, such Unit Owner shall be liable for the payment of, and shall pay, in addition to the amounts so due the Association:

(i) a late charge equal to Ten and No/100 Dollars (\$10.00) or ten percent (10%) of the amount so due, whichever is greater;

(ii) interest on the amount so due, and the aforesaid late charge appertaining thereto, from the date same were due and payable, at the rate of ten percent (10%) per annum, until paid;

(iii) the cost of collection, including court costs, the expenses of sale, any expenses required for the protection and preservation of the Unit, and reasonable attorneys' fees actually incurred; and

(iv) in the event the Association shall seek to foreclose its lien on the Unit of such Unit Owner, the fair rental value of the Unit from the time of the institution of suit until sale of the Unit at foreclosure (or until the judgment rendered in such suit is otherwise satisfied).

(c) The lien for assessments in favor of the Association provided by section 44-3-109 of the Act shall include, without limitation all sums as may become payable by a Unit Owner to the Association pursuant to sections 18.5, 21.2, 21.3, 21.4 and 24.7(b).

(d) The rights of a Unit Owner and all persons entitled to occupy the Unit of such Unit Owner, to use the Common Elements shall be suspended for the period of time any amount due and owing to the Association in regard to any Unit owned by such Unit Owner shall remain unpaid; provided, however, that no such suspension shall deny any Unit Owner, or Occupant, access to the Unit owned or occupied, nor cause any hazardous or unsanitary condition to exist.

21.6 *Fee for Statements of Amounts Due.* The Association may require the payment of a fee, not to exceed Ten and No/100 Dollars (\$10.00), as a prerequisite to its issuance of any statement pursuant to section 44-3-109(d) of the Act.

21.7 *Reserves and Working Capital.* The Association shall establish an adequate reserve fund for the periodic maintenance, repair or replacement of the Common Elements and Limited Common Elements, which funds shall be maintained out of regular assessments for common expenses. The Declarant shall establish a working capital fund for the initial months of the operations of the Condominium which shall equal at least two (2) months estimated common area charges for each Unit in the Condominium.

21.8 *Liability.* Each Unit Owner shall be liable to the Association for all sums as are lawfully assessed by the Association against him or his Unit in accordance with the terms and provision of this Declaration and the Articles of Incorporation and Bylaws. In addition to exercising the remedies provided for in section 21.5, the Association may enforce such liability by an action at law to recover all amounts assessed against each Unit Owner in accordance with the provisions of this Article 21.

21.9 *Surplus.* Any surplus remaining after the application of the common profits to the payment of the common expenses and to any reserves established in accordance with this Declaration shall be either distributed to, or credited against, the next assessments chargeable to the Unit Owners, as the Board of Directors shall determine.

ARTICLE 22 COMPLIANCE WITH CONDOMINIUM DOCUMENTS

22.1 *Compliance.* Every Unit Owner and Occupant shall comply with all of the provisions of this Declaration, the Articles of Incorporation, the Bylaws, and the Rules and Regulations. In the event of any breach or violation of any such provisions, the Association shall have the right to proceed at law or in equity to compel compliance therewith. In the event any Unit Owner shall permit or suffer to exist any condition in his Unit or in the Limited Common Elements assigned to his Unit which is in violation of any of the foregoing provisions, the Association shall have the right to enter upon such Unit or Limited Common Element and remove the thing or condition causing such violation, and the Unit Owner who permitted or caused such violation to exist shall be fully liable to the Association for all costs and

expenses it shall incur in connection therewith. All such costs and expenses shall be paid to the Association promptly upon demand. In no event shall the Association or its agents have any liability for so entering upon any portion of the Property and removing such thing or condition. In the event the Association shall employ legal counsel to enforce any of the foregoing, the Unit Owner permitting or suffering such condition to exist shall pay all reasonable attorneys' fees so incurred by the Association.

22.2 Remedies. In addition to the foregoing remedies of the Association, the Board of Directors shall have the power to impose and assess fines against any Unit Owner who permits or suffers any condition to exist in violation of any of the foregoing provisions. All such fines shall be in an amount determined by the Board of Directors; provided, however, that no such fine shall exceed the sum of Twenty-Five and No/100 Dollars (\$25.00) for any one violation, but each day a violation is continued or repeated after the Board of Directors shall give the Unit Owner responsible for violation a written notice of the same shall be considered a separate violation. No delay, failure or admission on the part of the Association in exercising any right, power or remedy herein provided shall be deemed a waiver of the right to do so thereafter as to the same violation or breach, or as to a violation or breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement. In no event shall the Board of Directors, or any of its agents, be liable to anyone whomsoever on account of any failure to bring any action on account of any violation or breach by any Unit Owner of any of the foregoing provisions. Nothing contained herein shall prevent any aggrieved Unit Owner from having any right of action under Georgia law against any other Unit Owners for failure to comply with the provisions of this Declaration, the Articles of Incorporation, the Bylaws and all rules and regulations adopted by the Board of Directors in regard to the Property.

ARTICLE 23 INSURANCE

23.1 *By Association.*

(a) The Association shall obtain and maintain the following insurance policies:

(i) A multi-peril casualty insurance policy covering the entire Property, providing as a minimum for and extended coverage, vandalism and malicious mischief on a replacement cost basis in an amount not less than 100% of the full replacement cost of all structures within the Condominium. The name of the insured under such casualty insurance policy shall be as follows: "Georgia Gameday Center Condominium Association, Inc. for use and benefit of individual Unit Owners of Georgia Gameday Center, a Condominium, Athens-Clarke County, Georgia." The amount of coverage of such casualty insurance shall be readjusted by reappraisal or revaluation of the insured property not less frequently than once every two years. Such casualty insurance policy shall contain the standard mortgagee clause which shall be endorsed to provide that any proceeds shall be paid to the Association for the use and benefit of mortgagees as their interests may appear. Any fixtures, equipment or other property within the Units which are to be financed by a Security Instrument to be purchased by FNMA or FHLMC (regardless of whether or not such property is a part of the Common Elements) must be covered under such multi-peril casualty insurance policy and must include and "Agreed Among Endorsement" and, if available, an "Inflation Guard Endorsement."

(ii) A comprehensive policy of public liability insurance covering all of the Common Elements and Limited Common Elements. Such liability insurance policy shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or other Unit Owners. Such liability insurance policy shall cover the Association, the Board of Directors, the officers of the Association, all agents and employees of the Association, and all Unit Owners and other persons entitled to occupy any Unit or other

portion of the Property, shall be for at least \$500,000.00 for injury including death to a single person, \$1,000,000.00 for injury or injuries, including death, arising out of a single occurrence and \$50,000.00 for property damage, with a cross liability endorsement to cover the Unit Owners as a group and shall include protection for damage to the property of others.

(iii) A policy of fidelity coverage against dishonest acts on the part of the members of the Board of Directors, the manager of the Condominium, and any employees or volunteers of the Association responsible for handling funds belonging to or administered by the Association. Said policy of fidelity coverage insurance shall name the Association as the named insured and shall be written in an amount which shall in no event be less than one and one half times the Association's estimated annual common expenses and reserves.

(iv) Such other insurance policies as the Board of Directors shall deem desirable for the benefit of the Association, its Officers and Directors or the Unit Owners.

(b) Each policy of insurance which the Association is required to maintain under the provisions of this section 23.1 shall be written by a hazard insurance carrier which has a financial rating by Best's Insurance Reports of Class A:VI or better and which is licensed to transact business within the State of Georgia.

(c) All policies of insurance which the Association is required to maintain under the provisions of this section 23.1 shall (i) not allow contributions or assessments to be made against any Unit Owner or Mortgagee, (ii) not allow loss payments to be contingent upon any action by the insurance carrier's board of directors, policyholders or members, (iii) not include any limiting clauses (other than insurance conditions) which could prevent any Unit Owner or Mortgagee from collecting insurance proceeds and (iv) contain or have attached a mortgagee clause which provides that the insurance carrier shall notify in writing all Mortgagees at least ten (10) days in advance of the effective date of any reduction in, cancellation or nonrenewal of such policies.

(d) The Board of Directors may from time to time adjust upwards or downwards the insurance coverage required to be maintained by the Association pursuant to this section 23.1 based on the economic circumstances prevailing at such time. Additionally, at least once every two years the Board of Directors shall conduct a review of the insurance coverage maintained by the Association to determine if such insurance coverage meets the requirements of section 44-3-107 of the Act and is otherwise adequate.

23.2 By Unit Owners. The Unit Owners may carry at their own initiative and expense the following insurance policies:

(a) a building additions, betterments and alterations endorsement to the master casualty insurance policy described in section 23.1(a)(i) for the exclusive benefit of the particular Unit Owner, such Unit Owner to be liable for (and the Association to be in no way liable for) the premium for such endorsement; and

(b) a "tenant's or condominium owner's policy" covering the contents of his Unit, personal injury and property damage liability, burglary and the like.

In no event shall any recovery or payment under the insurance coverage obtained and maintained by the Association be affected or diminished by insurance purchased by individual Unit Owners or Mortgagees, and no Unit Owner shall be entitled to exercise his right to maintain the additional insurance

coverage set forth in this section 23.2 in such a way as to decrease the amount which the Association may realize under any insurance policy which it may have in force on the Property at any particular time.

23.3 *Proceeds on Account of Damage to Common Elements.* Insurance proceeds which shall be paid on account of damages to or destruction of any portion of the Common Elements shall be held by the Association in a construction fund, which shall be used for the purpose of repairing, reconstruction or rebuilding the portion of such Common Elements so damaged or destroyed, as provided in Article 24. If it shall be determined in accordance with the provisions of Article 24 not to repair, reconstruct or rebuild the portion of the Common Elements so damaged or destroyed, then the insurance proceeds paid on account of the occurrence of such damage or destruction to such portion of Common Elements shall first be used to clean up and landscape the Common Elements as necessary in view of the fact that such part of the Common Elements is not to be repaired, reconstructed or rebuilt, and the remaining insurance proceeds shall be disbursed to the Unit Owners in proportion to their undivided interest in such Common Elements, such disbursement to be made payable jointly to such Unit Owners and their Mortgagees. Notwithstanding anything contained in this Declaration, the Articles of Incorporation, the Bylaws, or the Act which may be construed to the contrary, in no event shall any insurance proceeds paid to the Association on account of the occurrence of any fire or other casualty be deemed to be common profits.

23.4 *Proceeds on Account of Damage to Units and Limited Common Elements.* In the event that any insurance proceeds shall be paid to the Association on account of any damage to or destruction of any Unit or Units and/or any portion of the Limited Common Elements assigned to such Unit or Units, the Association shall be deemed to hold such insurance proceeds in a series of separate accounts, one such account for each Unit which is so damaged or destroyed, or which Unit's Limited Common Elements are so damaged or destroyed. The amount of insurance proceeds which shall be deemed to be held by the Association in each such account shall be determined by multiplying the entire amount of insurance proceeds which shall be received by the Association as consequence of the damage or destruction to such Unit or Units and/or Limited Common Elements by a fraction, the numerator of which shall be the total estimated cost of repairing, reconstructing or rebuilding such Unit and Limited Common Elements on behalf of which such account is credited, and the denominator of which shall be the total estimated cost of repairing, reconstructing or rebuilding all of the Units and Limited Common Elements as a consequence of the damage to or destruction to which such insurance proceeds were paid. If it shall be determined in accordance with the provisions of Article 24 not to repair, reconstruct or rebuild any Unit which is so damaged or destroyed, then the amount of insurance proceeds which shall be held by the Association in the account for such Unit shall be disbursed to the Unit Owner of such Unit, such disbursement to be made jointly to the Unit Owner and his Mortgagee. Such disbursement, however, shall be made only after the Board of Directors shall have entered into a financial arrangement satisfactory to the Board of Directors whereby such Unit Owner shall pay for the cost of cleaning up and landscaping the property on which such Unit was located. Notwithstanding anything contained in this Declaration, the Articles of Incorporation or Bylaws which may be construed to the contrary, in no event shall any amounts as shall be held by the Association for the account of any Unit Owner pursuant to the provisions of this section 23.4 be deemed to be common profits.

23.5 *Insurance Trustee.* Notwithstanding any of the foregoing provisions and requirements relating to property or liability insurance, there may be named as an insured on behalf of the Association, the Associations' authorized representative, including any Trustee with whom such Association may enter into any Insurance Trust Agreement or any successor to such Trustee (each of whom shall be referred to herein as the "Insurance Trustee"), who shall have exclusive authority to negotiate losses under any policy providing such property or liability insurance and perform such other functions as are necessary to accomplish this purpose. Each Unit Owner appoints the Association or any Insurance Trustee or successor Insurance Trustee designated by the Association, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the

proceeds thereof, the negotiation of losses and execution of releases of liability, the execution of all documents and the performance of all other acts necessary to accomplish such purpose.

ARTICLE 24 DAMAGE OR DESTRUCTION OF PROPERTY

24.1 *Estimates of the Cost of Repair.* As soon as practicable following the occurrence of any damage to or destruction of any portion of the Property, the Board of Directors shall obtain reliable and detailed estimates of the cost of repairing or restoring such portion of the Property so damaged or destroyed to substantially the same condition as such portion of the Property was in prior to the occurrence of such damage or destruction, and shall proceed with the filing and adjustment of all claims arising under insurance maintained by the Association as a result of such damage or destruction.

24.2 *Determination to Repair, Reconstruct or Rebuild Common Elements.* Any damage to or destruction of the Common Elements will be repaired, reconstructed or rebuilt unless seventy-five percent (75%) of the votes of the Unit Owners whose Units to which such Common Elements are assigned shall determine, within forty-five (45) days after the occurrence of the casualty, not to repair, reconstruct or rebuild the same. Notwithstanding the foregoing, at any time that there are less than three Bus Depot Unit Owners, any damage or destruction of the Bus Depot Common Elements will not be repaired, reconstructed or rebuilt unless one hundred percent (100%) of the Bus Depot Unit Owners so determine, which determination can be made at any time.

24.3 *Determination to Repair, Reconstruct or Rebuild Residential Units and Commercial Units.* The determination to repair, reconstruct or rebuild any Residential Unit or Commercial Unit which is damaged or destroyed by fire or any other casualty shall be made in the following manner:

(a) Any such Unit which is damaged, but not rendered untenable, shall be repaired in all events.

(b) In the event that any such Unit is so damaged or destroyed that such Unit is thereby rendered untenable, such Unit shall be repaired, reconstructed or rebuilt unless, within forty-five (45) days after the occurrence of such casualty, (i) the Unit Owner of such Unit, and (ii) the Unit Owners which constitute two-thirds (2/3) of the Residential/Commercial Unit Percentages of the Residential Unit Owners and the Commercial Unit Owners (exclusive of the Unit Percentage of the Unit Owner whose Unit which has been rendered untenable by such casualty) shall all determine not to repair, reconstruct or rebuild such Unit so rendered untenable.

24.4 *Determination to Repair, Reconstruct or Rebuild Bus Depot Units.* The determination to repair, reconstruct or rebuild any Bus Depot Unit which is damaged or destroyed by fire or any other casualty shall be made in the following manner:

(a) At any time that there is only one Bus Depot Unit, the determination to repair, rebuild or reconstruct shall be made by such Bus Depot Unit Owner in his sole and absolute discretion.

(b) At any time that there is more than one Bus Depot Unit, any Bus Depot Unit which is damaged, but not rendered untenable, shall be repaired in all events.

(c) At any time that there is more than one Bus Depot Unit, in the event that any Bus Depot Unit is so damaged or destroyed that such Bus Depot Unit is thereby rendered untenable, such Bus Depot Unit shall be repaired, reconstructed or rebuilt unless, within forty-five (45) days after the occurrence of such casualty, (i) the Bus Depot Unit Owner of such Unit which is so rendered untenable,

and (ii) the Bus Depot Unit Owners which constitute two-thirds (2/3) of the remaining Bus Depot Unit Percentages (exclusive of the Bus Depot Unit Percentage of the Bus Depot Unit Owner whose Bus Depot Unit which has been rendered untenantable by such casualty) shall all determine not to repair, reconstruct or rebuild such Bus Depot Unit so rendered untenantable.

24.5 *Untenantable.* For purposes of sections 24.3 and 24.4, a Unit shall be deemed to be untenantable only if as a consequence of this occurrence of a fire or other casualty, such Unit is not fit for present habitation, and if the estimated costs of making repairs necessary to render such fit for present habitation shall exceed one-half (1/2) of the fair market value of such Unit prior to the occurrence of such casualty.

24.6 *Manner of Repair, Reconstruction or Rebuilding.*

(a) Damage to any Common Elements (other than Bus Depot Common Elements) shall be repaired, reconstructed or rebuilt substantially in accordance with the plans and specification for such damaged property prior to the occurrence of such damage.

(b) Damage to any Bus Depot Common Elements shall be repaired, reconstructed or rebuilt in the manner determined by two-thirds (2/3) of the Bus Depot Owners.

(c) If the damage to be repaired, reconstructed or rebuilt is to any Residential Unit or Commercial Unit, such repair, reconstruction or rebuilding shall be substantially in accordance with the plans and specifications for such damaged Unit prior to the occurrence of such damage.

(d) If the damage to be repaired, reconstructed or rebuilt is to any Bus Depot Unit, such repair, reconstruction or rebuilding shall be in such a manner as determined by such Bus Depot Unit Owner, provided that there is no substantial adverse impact on any other Bus Depot Unit.

(e) All of the work of repairing, reconstructing or rebuilding any portion of the Property, the damage to or destruction of which caused the payment of insurance benefits under insurance policies maintained by the Association, shall be performed under the supervision of the Board of Directors, which, in discharging such supervisory responsibilities, shall be authorized to employ such building supervisors and architects as the Board of Directors shall deem to be in the best interest of the Association. The fees which shall be payable to any such building supervisor or architect employed by the Board of Directors shall be a common expense of the Association and shall be allocable to the appropriate Residential Component, Commercial Component or Bus Depot Component to which such work relates.

24.7 *Costs of Repair, Reconstruction or Rebuilding.*

(a) The cost of repairing, reconstructing or rebuilding any portion of the Common Elements shall be paid with any insurance proceeds which shall be paid to the Association on account of such damage or destruction. If such insurance proceeds are not sufficient to defray costs of repair, reconstruction or rebuilding, then the Board of Directors shall levy a special assessment against all of the Unit Owners and Units to which such Common Elements are assigned to raise the excess funds necessary to defray such costs.

(b) The cost of repairing, reconstructing or rebuilding each Unit which shall be damaged or destroyed any Limited Common Elements exclusively serving such Unit which shall be damaged or destroyed, shall be paid with the insurance proceeds which shall be paid to the Association on account of such damage or destruction and held by the Association in the account for such Unit, as

provided in section 23.3. If the amounts which are held by the Association in the account for such Unit are not sufficient to defray such costs of repair, reconstruction or rebuilding, then the Board of Directors shall levy a special assessment against the Unit Owner of such Unit on behalf of which such account was created to raise the excess funds necessary to defray such costs. This section 24.7(b) shall only apply in the event a Unit which is damaged or destroyed is required to be repaired, reconstructed or rebuilt pursuant to sections 24.3 or 24.4.

ARTICLE 25 RULES AND REGULATIONS

25.1 Generally. The Board of Directors shall have the power and authority, without a membership vote, to adopt, make and amend reasonable rules and regulations in regard to the use of the Residential Component, the Commercial Component, and Joint Common Elements. The Board of Directors may only adopt, make and amend rules and regulations in regard to the Bus Depot Component with the consent of the Majority of the Bus Depot Unit Owners. Additionally, a Majority of the Bus Depot Unit Owners may, without the approval of the Board of Directors or the Association, adopt, make and amend rules and regulations concerning the Bus Depot Component, provided however, that the Bus Depot Unit Owners may not limit the use restrictions set forth in *Exhibit D*. Copies of all such rules and regulations, and all amendments thereto, shall be furnished to all of the Unit Owners, upon request. Each Unit Owner and the Association shall be governed by and shall comply with the Condominium Documents and the Rules and Regulations applicable to the Condominium.

25.2 Enforcement. Failure of an Owner to comply therewith shall entitle the Association or other Unit Owners to an action for damages or injunctive relief, or both, in addition to other remedies provided in the Condominium Documents or the Act. The Association, through the Board of Directors, is hereby empowered to enforce the Condominium Documents and all Rules and Regulations of the Association by such means as are provided in the Act. The failure of the Association to enforce any covenant, restriction or other provision of the Act, the Condominium Documents or any Rules and Regulations adopted pursuant thereto shall not constitute a waiver of the right to do so.

25.3 Liability. An Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family, his lessees, or his or their guests, invitees, employees or agents, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire or casualty insurance rates occasioned by the use, misuse, occupancy or abandonment of a Unit or the Common Elements.

ARTICLE 26 EASEMENTS

26.1 Encroachments. To the extent that any Unit or Common Elements encroaches on any other Unit or any part of the Common Elements, whether by reason of a deviation from the survey or the plans in the construction, repair, renovation, restoration or rebuilding of any improvement, or by reason of any overhang or the settling or shifting of any land or improvement, a valid easement for said encroachment and for the maintenance of same, so long as it stands, shall exist.

26.2 Utility and Other Easements.

(a) The Association and the Board of Directors shall have the irrevocable power as attorney-in-fact on behalf of all Residential Unit Owners and Commercial Unit Owners and their successors-in-title to accept easements benefiting the Condominium or any portion thereof and to grant

easements benefiting the Condominium, or any portion thereof, whether or not a part of the Condominium upon, across, over and under all of the Property (other than the Bus Depot Component) for ingress, egress, installation, replacing and maintaining all utilities, including, but not limited to, water, sewer, power, telephone, gas, electricity, cable television and a master television antenna system. Such easements may grant to appropriate utility companies the right to erect and maintain the necessary poles and the necessary equipment on the Property and to affix and maintain utility wires, pipes, circuits and conduits on, above, across and under the Residential Common Elements or Commercial Common Elements, the Residential Units or the Commercial Units or the roofs and exterior walls of the improvements comprising part of any Residential Unit or Commercial Unit. No easements may be granted or accepted by the Association or the Board of Directors for the benefit of, or otherwise affecting the Bus Depot Component, without the consent of a Majority of the Bus Depot Unit Owners.

(b) Declarant grants to each Unit Owner a non-exclusive perpetual easement for the purpose of ingress and egress to and from his Unit over any driveways and entrances as shown in the Plat.

26.3 Access to Units and Common Elements. Each Unit Owner shall afford to the other Unit Owners and to the Association, and to any directors, officers, agents or employees of either, such access through his Unit and any Limited Common Elements appurtenant thereto as may be reasonably necessary to enable them to exercise and discharge their respective powers and responsibilities in an emergency situation. To the extent that damage is inflicted on the Common Elements, including, without limitation, any Limited Common Elements, or any Unit through which access is taken, the Association or the Unit Owner occasioning such damage, whether by itself or through agents, employees or others, shall be liable for prompt repair thereof. There is hereby (a) reserved in the Declarant, (b) granted to all policemen, firemen, ambulance personnel and all similar emergency personnel, an easement to enter upon the property or any part thereof in an emergency situation in the proper performance of their respective duties. During the period that Declarant owns any Unit or owns any interest in the Property or any portion thereof, the Declarant shall have a transferable easement on, over, through, under and across the Common Elements for the purpose of making improvements contemplated by the Condominium Documents, for the purpose of installing, replacing, repairing and maintaining all utilities serving the Property or any portion thereof, and for the purpose of doing all things reasonably necessary and proper in connection therewith. There is further reserved in the Declarant, and its successor-in-title a perpetual easement for the benefit of the Property for ingress and egress over and across any road or drive which may now or hereafter be located on the Property.

ARTICLE 27 SIGNAGE

27.1 Residential Units. The Association shall provide a location sign which shall promote the development name and address only. A Unit Owner/Occupant directory shall be maintained by the Association. No signs shall be placed on the exterior of any Residential Unit without the prior written approval of the size, shape, color, design and materials by the Board of Directors, which consent may be withheld by the Board of Directors in its sole discretion.

27.2 Commercial Units. No signs shall be placed on the exterior, doors or plate glass of any Commercial Unit without the prior written approval of the size, shape, color, design and materials by the Board of Directors, which consent shall be conditioned upon compliance of the sign with signage guidelines established by the Board of Directors and compliance with the Sign Ordinance of Athens-Clarke County, Georgia as it may from time to time be amended.

ARTICLE 28
CONTRACTS WITH DECLARANT

28.1 Generally. The term of any agreement as may be entered into between the Association and the Declarant which provides for professional management of the Condominium, or pursuant to which the Declarant is to provide any the services to the Condominium, shall in no event exceed one (1) year. In addition, any such agreement shall be terminable by either party thereto without cause and without payment of a termination fee on no more than ninety (90) days written notice.

ARTICLE 29
MORTGAGEE'S RIGHTS

29.1 Mortgage Provisions. Notwithstanding any of the provisions of this Declaration or the Articles of Incorporation or Bylaws of the Association, the following provisions are hereby adopted for the protection of the Mortgagees, and to the extent they conflict with any of the provisions in the Declaration, the Articles of Incorporation or Bylaws of the Association, the following shall control:

(a) The Association shall not take the following actions without the prior written approval of Unit Owners to which 80% of the votes in the Association appertain and all Mortgagees:

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

(ii) use hazard insurance proceeds for losses to any Condominium (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction in the event of substantial loss to the Units and/or Common Elements (in the event the determination is made to so repair, reconstruct or rebuild in accordance with Article 24).

(b) Any Mortgagee who obtains title to a Unit pursuant to the remedies provided in its Security Instrument, by taking deed in lieu of foreclosure, or foreclosure of such Security Instrument shall not be liable for the unpaid dues or charges attributable to such Unit which have accrued prior to the acquisition of title to such Unit by Mortgagee; however, such Mortgagee shall be responsible for unpaid dues or charges accruing after such acquisition.

(c) Nothing in this Declaration, nor any provision of the Articles of Incorporation or Bylaws of the Association, shall entitle a Unit Owner, Declarant or any other party, to priority over any rights of Mortgagees with regard to a distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or the taking of Units or Common Elements.

(d) The Association shall give written notice to any Mortgagees of any loss to, or taking of, the Common Elements if such loss or taking exceeds \$10,000.00 or damage to the Unit encumbered by its Security Instrument exceeds \$1,000.00.

(e) Any Mortgagee shall have the right to examine the books and records of the Association upon reasonable notice and during business hours.

(f) Any Mortgagee, upon its request, shall be entitled to a written notice from the Board of Directors of any default in the performance by the Unit Owner of the Unit upon which such Mortgagee holds its Security Instrument of any obligation under this Declaration, the Bylaws or the Condominium Documents which is not cured within sixty (60) days.

(g) Any Mortgagee, upon written request to the Association (such request to state the name and address of such holder, insurer or guarantor and the Unit number), will be entitled to timely written notice of:

(i) any proposed amendment of the Condominium Documents affecting a change in:

(A) the boundaries of any Unit or the exclusive easement rights appertaining thereto;

(B) the interest 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 purpose to which any Unit or the Common Elements are restricted;

(ii) any condemnation loss or casualty loss which affects a material portion of the Condominium or which affects any Unit on which there it holds a Security Instrument;

(iii) any lapse, cancellation or material modification of any insurance policy maintained by the Association pursuant to Article 23.

(h) Any restoration or repair of the Property after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with the Declaration and the original plans and specifications unless the approval is obtained from Mortgagees to at least fifty-one percent (51%) of the votes of Units subject to their Security Instruments are allocated.

(i) No relocation of interests in the Common Elements resulting from a partial condemnation or partial destruction of the Property may be effective unless approval is obtained from Mortgagees to at least fifty-one percent (51%) of the votes of Units subject to their Security Instruments are allocated.

29.2 Good Faith. The Board of Directors shall act in good faith to comply with the provisions of section 29.1, provided, however, that neither the Association nor the Board of Directors shall be liable to any Mortgagee for any damages or injury which may result from any failure to so comply.

ARTICLE 30 FINANCIAL BOOKS AND RECORDS

30.1 Unit Owners and Mortgagees. The Association shall make available to Unit Owners, any Mortgagee and other lenders secured by any Unit, current copies of the Declaration, Bylaws and other rules governing the Condominium and any other books, records and financial statements of the Association.

30.2 Prospective Purchasers. The Association shall make available to prospective purchasers current copies of the Declaration, Bylaws, other rules governing the Condominium and the most recent annual audited financial statement, if such is prepared.

30.3 Others. Upon written request from any agency, entity, corporation or individual which has an interest or prospective interest in the Condominium, the Association shall prepare and furnish within a reasonable period of time an audited financial statement of the Association for the immediately preceding fiscal year.

**ARTICLE 31
FIDELITY BONDS**

31.1 Generally. The Association shall maintain appropriate fidelity bonds for all officers, directors and employees of the Association and any other persons handling or responsible for funds or funds administered by the Association. Such fidelity bonds shall name the Association as obligee and shall not be less than the estimated maximum of funds, including reserve funds, held by the Association, at any given time during the term of each bond. However, in no event may the aggregate amount of any such bonds be less than a sum equal to three (3) months aggregate assessments on all Units plus reserve funds. All such bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions. The premiums on all bonds required herein, except those maintained by any management agent, shall be paid by the Association as a common expense. The bonds shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days' prior written notice to the Association, any Insurance Trustee and the FNMA Servicer of any FNMA Security Instruments.

**ARTICLE 32
CONDEMNATION**

32.1 Generally. The Association shall represent the Unit Owners in the condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for the acquisition of the Common Elements, or part thereof, by the condemning authority. Each Unit Owner hereby appoint the Association as attorney-in-fact for such purposes. In the event of a taking or condemnation of part or all of the Common Elements by a condemning authority, the award or proceeds of settlement shall be payable to the Association, to be held in trust for Unit Owners and their Mortgagees as their interests may appear. The repair, reconstruction or rebuilding of the Property as a result of total or partial loss or destruction due to condemnation shall be governed by the provisions of Article 24.

**ARTICLE 33
AMENDMENT**

33.1 Any amendment to the Declaration shall be as provided in section 44-3-93 of the Act.

**ARTICLE 34
MISCELLANEOUS**

34.1 Severability. The invalidity or unenforceability of any covenant, restriction or other provision of this Declaration shall not affect the validity or enforceability of any other covenant, restriction or provision of this Declaration.

34.2 Captions. The captions of all sections of this Declaration are inserted for convenience only and are not intended to define, limit, restrict, extend or modify any of the provisions of the sections to which such captions relate.

IN WITNESS WHEREOF, the duly authorized member of Declarant has set his hand and affixed his seal this ____ day of _____, 2003.

Signed, sealed and delivered
this ____ day of _____,
2003, in the presence of:

GAMEDAY ATHENS, LLC, a Georgia limited
liability company

By: _____ (SEAL)
Its: _____

Witness

Notary Public

My commission expires: _____

EXHIBIT A

Property Legal Description

EXHIBIT B

Allocation of Undivided Interest in Common Elements
and Allocation of Number of Votes in the Association

EXHIBIT C

Restrictions

- (a) No obstruction to the free flow of traffic and the use of the Parking Deck.
- (b) No building or other structure of any kind shall be permitted in any of the balconies.
- (c) Permitted construction within a Residential Unit or a Commercial Unit shall be conducted in a manner which will limit to the maximum extent practicable any interference with the use, enjoyment and operation of the balance of the Condominium.
- (d) There will be no promotion, entertainment, amusement or other activities in the Condominium Common Elements which would interfere with the use of the Common Elements for their intended purposes.
- (e) The Residential Units shall be used principally for residential use, provided that this shall not preclude renting of and entertaining in a Residential Unit.
- (f) Commercial Units shall be used for retail, commercial or business purposes only.
- (g) Go-carts are prohibited from use anywhere on the Condominium.
- (h) Motorcycles, including motorbikes and mini-bikes, motorscooters and similar vehicles may be used only on the streets and in the paved Common Elements, and then only for transportation to and from the Parking Deck and not for recreation in itself or for joy riding.
- (i) No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of the Condominium so as to render any portion thereof unsanitary, unsightly, offensive or detrimental to any Unit Owner or Occupant. No nuisance shall be permitted to exist or operate upon any portion of the Residential Component or Commercial Component. Without limiting the generality of the foregoing, no exterior speakers, horns, whistles or other sound devises, except security devises used exclusively for security purposes, shall be located, used or placed on the Condominium, or any portion thereof.
- (j) Each Residential Unit Owner and Commercial Unit Owner, his employees, lessees, invitees and guests shall refrain from any act or use of his Residential Unit or Commercial Unit, as applicable, including any Residential Limited Common Element or Commercial Limited Common Elements appurtenant thereto which could reasonably cause embarrassment, discomfort, annoyance or nuisance to any other Unit Owner.
- (k) No Residential Unit Owner and Commercial Unit Owner shall paint or otherwise change the exterior appearance of his Residential Unit or Commercial Unit or any Limited Common Element assigned to his Unit, or any other portion of the Property, including the design, type, location, size, intensity and color of any exterior light, without the consent of the Board of Directors.

EXHIBIT D

Prohibited Uses

(a) Any use which (i) emits a strong, unusual or offensive odor, fumes, dust or vapors; (ii) is a public or private nuisance; (iii) emits sounds which are objectionable due to intermittence, beat, frequency, shrillness or loudness; or (iv) creates unusual fire, explosive or other hazards;

(b) Any central laundry, dry cleaning plant, or Laundromat; provided, however, this prohibition shall not be applicable to nominal supportive facilities for on-site service oriented to pickup and delivery by the ultimate consumer as the same may be found in other retail shopping centers in the State of Georgia;

(c) Any establishment selling or exhibiting pornographic materials or drug-related paraphernalia (except that this provision shall not prohibit the operation of a book store or video store which carries a broad inventory of books or videos and other materials directed towards the interest of the general public (as opposed to any specific segment thereof));

(d) Any tattoo parlor or operation whose principal use is a massage parlor, provided, this shall not prohibit massages in connection with a beauty salon or health club or athletic facility;

(e) Any gambling facility or operation, including, but not limited to, off-track or sports betting parlor, table games such as blackjack or poker, slot machines, video poker/blackjack/keno machines or similar devices, or bingo hall.

EXHIBIT E

[Legal Description of Bus Depot Unit]

Articles of Incorporation

Secretary of State
Corporations Division
315 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CONTROL NUMBER: 0429957
EFFECTIVE DATE: 05/12/2004
JURISDICTION : GEORGIA
REFERENCE : 0167
PRINT DATE : 05/19/2004
FORM NUMBER : 311

EDWARD HALES
SUTHERLAND ASBILL & BRENNAN
999 PEACHTREE ST, NE #2300
ATLANTA, GA 30309

CERTIFICATE OF INCORPORATION

I, Cathy Cox, the Secretary of State and the Corporations Commissioner of the State of Georgia, do hereby certify under the seal of my office that

GEORGIA GAMEDAY CENTER CONDOMINIUM ASSOCIATION, INC.
A DOMESTIC NONPROFIT CORPORATION

has been duly incorporated under the laws of the State of Georgia on the effective date stated above by the filing of articles of incorporation in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on the date set forth above.



A handwritten signature in black ink, appearing to read "Cathy Cox".

Cathy Cox
Secretary of State

**ARTICLES OF INCORPORATION
OF
GEORGIA GAMEDAY CENTER CONDOMINIUM ASSOCIATION, INC.**

**ARTICLE I
NAME**

The name of the corporation is Georgia Gameday Center Condominium Association, Inc.

**ARTICLE II
REGISTERED OFFICE AND REGISTERED AGENT**

The address of the initial registered office of this corporation shall be in Cobb County, Georgia at 2555 Cumberland Parkway, Suite 200, Atlanta, Georgia 30309 and the name of its original registered agent at such address is Gary D. Spillers.

**ARTICLE III
NAME AND ADDRESS OF INCORPORATOR**

The name and address of the Incorporator of the corporation is H. Edward Hales, Jr., Esq., Sutherland, Asbill & Brennan, LLP, 999 Peachtree St., N.E., Atlanta, Georgia 30309.

**ARTICLE IV
MEMBERS**

The corporation will have members who will be the record owners of condominium units in Georgia Gameday Center Condominium.

**ARTICLE V
PRINCIPAL OFFICE**

The mailing address of the principal office of the corporation is 2555 Cumberland Parkway, Suite 200, Atlanta, Georgia 30309.

**ARTICLE VI
GEORGIA NONPROFIT CORPORATION CODE**

The corporation is organized under the Georgia Nonprofit Corporation Code.

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation as of the 11th day of May, 2004.



H. Edward Hales, Jr.

SECRETARY OF STATE
2004 MAY 12 12:28
CORPORATIONS DIVISION

Bylaws

**BYLAWS
OF
GEORGIA GAMEDAY CENTER
CONDOMINIUM ASSOCIATION, INC.**

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**BYLAWS
OF
GEORGIA GAMEDAY CENTER CONDOMINIUM ASSOCIATION, INC.**

**ARTICLE 1
GENERAL**

1.1 Applicability. These Bylaws provide for the self-government of Georgia Gameday Center Condominium Association, Inc., in accordance with the Georgia Condominium Act, the Articles of Incorporation, the Nonprofit Code and the Declaration.

1.2 Name. The name of the corporation is GEORGIA GAMEDAY CENTER CONDOMINIUM ASSOCIATION, INC. (Association).

1.3 Definitions. The following terms shall have the meanings specified below when used in these Bylaws:

Act means the Georgia Condominium Act, O.C.G.A., section 44-3-70 *et seq.*

Articles of Incorporation means the Articles of Incorporation of the Association, as the same may be amended from time to time.

Association has the meaning set forth in section 1.2.

Board of Directors means the Board of Directors of the Association, the members of which shall be appointed and elected from time to time as provided herein.

Bus Depot Board Committee means the committee established by the Board of Directors which will consist solely of the directors elected by the Bus Depot Unit Owners (or any director elected to replace such director as a result of a vacancy) as provided in these Bylaws.

Bus Depot Component has the meaning set forth in the Declaration.

Bus Depot Unit(s) has the meaning set forth in the Declaration.

Bus Depot Unit Owner(s) means each person, including Declarant, who owns a Bus Depot Unit.

Bylaws means these Bylaws, as the same may be hereafter be amended from time to time.

Commercial Board Committee means the committee established by the Board of Directors which will consist solely of the Commercial Board Directors elected by the Commercial Unit Owners (or any director elected to replace such director as a result of a vacancy) as provided in these Bylaws.

Commercial Component has the meaning set forth in the Declaration.

Commercial Unit(s) has the meaning set forth in the Declaration.

Commercial Unit Owner(s) means each person, including Declarant, who owns a Commercial Unit.

Common Elements has the meaning set forth in the Declaration.

Component(s) means individually or collectively as context requires, the Residential Component, the Commercial Component and the Bus Depot Component.

Component Board Committee(s) means individually or collectively as context requires, the Residential Board Committee, the Commercial Board Committee and the Bus Depot Board Committee.

Component Unit Owner Group means (a) as respects the Residential Component, all of the Residential Unit Owners, (b) as respects the Commercial Component, all of the Commercial Unit Owners and (c) as respects the Bus Depot Component, all of the Bus Depot Unit Owners.

Condominium means the Georgia Gameday Center condominium created by the Declaration.

Condominium Common Elements has the meaning set forth in the Declaration

Declarant means Gameday Athens, LLC, a Georgia limited liability company.

Declaration means the declaration of condominium of the Condominium, recorded in the Athens-Clarke County, Georgia land records, as the same may be amended from time to time.

Nonprofit Code means the Georgia Nonprofit Corporation Code, O.C.G.A. section 14-3-101 *et seq.*

Residential Board Committee means the committee established by the Board of Directors which will consist solely of the directors elected by the Residential Unit Owners (or any director elected to replace such director as a result of a vacancy) as provided in these Bylaws.

Residential/Commercial Shared Common Elements has the meaning set forth in the Declaration.

Residential Component has the meaning set forth in the Declaration.

Residential Unit Owner(s) means each person, including Declarant, who owns a Residential Unit.

Residential Units has the meaning set forth in the Declaration.

Rules and Regulations has the meaning set forth in the Declaration.

Unit(s) means individually or collectively as context may require, the Commercial Units, the Residential Units and the Bus Depot Units.

Unit Owner(s) means individually or collectively as context requires, each record titleholder of a Unit, but shall not include any person who holds an interest in such Unit merely as security for the performance of an obligation.

Unit Percentage has the meaning set forth in the Declaration.

Voting Percentages means the percentage each Unit Owner is entitled to vote on a particular matter as set forth in section 1.6(b).

1.4 Membership. Every Unit Owner shall automatically become a member of the Association upon taking title to a Unit and shall remain a member for such Unit Owner's entire period of ownership of such Unit. A spouse of a member may exercise the powers and privileges of a member. If title to a Unit is held by more than one (1) person, the membership shall be shared in the same proportion as such title is shared, but there shall only be one (1) membership and one (1) vote per Unit. Membership

does not include any person who holds an interest in such Unit merely as security for the performance of an obligation, and the giving of a security interest shall not terminate a Unit Owner's membership in the Association. Membership in the Association shall be appurtenant to each Unit and shall be transferred automatically by conveyance of such Unit and may be transferred only in connection with the transfer of title.

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

1.6 Voting .

(a) Each Unit shall be entitled to one (1) vote for all matters in which he or she is entitled to vote as a member of the Association, which vote may be cast by the Unit Owner, the Unit Owner's spouse, or by a lawful proxy as provided in section 2.7. When more than one (1) person owns a Unit, the vote for such Unit shall be exercised as such co-owners determine between or among themselves, but in no event shall more than one (1) vote be cast with respect to any Unit. If only one (1) co-owner attempts to cast the vote for a Unit, it shall be conclusively presumed that such co-owner is authorized on behalf of all co-owners to cast the vote for such Unit. In the event of disagreement between or among co-owners and an attempt by two (2) or more of them to cast such vote or votes, such persons shall not be recognized and such vote or votes shall not be counted. No Unit Owner shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors, if such Unit Owner is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association or if such Unit Owner has had his or her voting rights suspended for the infraction of any provision of the Declaration, the Articles of Incorporation, the applicable Rules and Regulations or any other rule of the Association or these Bylaws. If the voting rights of a Unit Owner have been suspended, that Unit Owner shall not be counted as an eligible vote for purposes of establishing a majority or a quorum.

(b) (i) Except for the matters described in sections 1.6(b)(ii) through (vi), each Unit Owner shall have one vote in the Association equal to (1) for each Residential Unit Owner, ninety percent (90%) of his or her Unit Percentage, (2) for each commercial Unit Owner, five percent (5%) of his or her Unit Percentage and (3) for each Bus Depot Unit Owner, five percent (5%) of his or her Unit Percentage.

(ii) Each Residential Unit Owner shall have one (1) vote in the Association for matters which relate exclusively to the Residential Component (other than the Condominium Common Elements and Residential/Commercial Shared Common Elements) equal to his or her Unit Percentage.

(iii) Each Commercial Unit Owner shall have one (1) vote in the Association for matters which relate exclusively to the Commercial Component (other than the Condominium Common Elements and Residential/Commercial Shared Common Elements) equal to his or her Unit Percentage.

(iv) Each Bus Depot Unit Owner shall have one (1) vote in the Association for matters which relate exclusively to the Bus Depot Component (other than the Condominium Common Elements) equal to his or her Unit Percentage.

(v) Each Residential Unit Owner and each Commercial Unit Owner shall have one (1) vote in the Association for matters which relate exclusively to the Residential/Commercial Shared Common Elements equal to (1) for each Residential Unit Owner, ninety-five (95%) of his or her Unit Percentage and (2) for each Commercial Unit Owner, five percent (5%) of his or her Unit Percentage.

1.7 Majority. As used in these Bylaws, the term majority or majority vote shall mean those Unit Owners, or specified group of Unit Owners as the context may indicate, totaling more than fifty percent (50%) of the Voting Percentages of the total Voting Percentages of those voting in person or by proxy. Except as otherwise specifically provided in the Declaration or these Bylaws, all decisions shall be by majority vote. There shall be no cumulative voting.

1.8 Purpose. The Condominium shall include three (3) components: the Residential Component, the Commercial Component and the Bus Depot Component. The Association shall have the responsibility of administering the Condominium, establishing the means and methods of collecting the contributions to the Common Expenses, arranging for the management of the Condominium and performing all of the other acts that may be required to be performed by the Association pursuant to the Act, the Nonprofit Code and the Declaration. It is intended by these Bylaws that all matters which relate exclusively to the Residential Component, Commercial Component or Bus Depot Component will be handled and administered by the Residential Board Committee, Commercial Board Committee or Bus Depot Board Committee, respectively, and that all matters relating to the Condominium Common Elements will be handled and administered by the Board of Directors. Except as to those matters which the Act, the Nonprofit Code, the Declaration or these Bylaws specifically require to be performed by the vote of the Association membership, the administration of the foregoing responsibilities shall be performed by the Board of Directors and the Component Board Committees as more particularly set forth in these Bylaws.

ARTICLE 2 MEMBERS

2.1 Annual Meetings. A regular annual meeting of all members of the Association shall be held during the first quarter of each fiscal year at such time and place to be set by the Board of Directors. At the annual meeting the President and the Treasurer shall report on the activities and financial condition of the Association.

2.2 Special Meetings. Special meetings of all of the members may be called for any purpose at any time by the President or Secretary of the Association, by request of any two (2) members of the Board of Directors, or upon written request of Unit Owners holding at least fifteen percent (15%) of all Voting Percentages eligible to vote. The Secretary shall send notice of such special meeting in accordance with these Bylaws.

2.3 Component Meetings. Meetings of a Component Unit Owner Group may be called for any purpose by the Assistant Vice President or Assistant Secretary of the applicable Component Board Committee, by the request of any member of such Component Board Committee or upon the written request of members of such Component Unit Owner Group holding at least fifteen percent (15%) of all Voting Percentages of such Component Unit Owner Group.

2.4 Notice of Meetings. It shall be the duty of the Secretary to mail or deliver notices of each annual or special meeting in accordance with the requirements of this section 2.4. It shall be the duty of the applicable Assistant Secretary to mail or deliver notices of each component meeting in accordance with the requirements of this section 2.4. Notice of each annual, special or component meeting shall be mailed or delivered to the record owner of each Unit Owner eligible to attend such meeting at least twenty-one (21) days prior to each annual meeting and at least seven (7) days prior to each special or component meeting, and the notice shall state the time and place of the meeting, and for any special or component meeting, the purpose of such special or component meeting. If any Unit Owner wishes notice to be given at an address other than such Unit Owner's Unit, the Unit Owner shall have designated by notice in writing to the Board of Directors such other address. A meeting notice mailed or delivered in the manner provided in this section 2.4 shall be considered properly served.

2.5 Waiver of Notice. Waiver of notice of any meeting shall be deemed the equivalent of proper notice. Any Unit Owner may, in writing, waive notice of any meeting which he or she is entitled to attend, either before or after such meeting. Attendance at a meeting by a Unit Owner, whether in person or represented by proxy, shall be deemed waiver by such Unit Owner of notice of the time, date, and place thereof unless such Unit Owner specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special or component meeting shall also be deemed waiver of notice of all business transacted at such meeting unless objection to lack of notice is raised before the business, of which proper notice was not given, is put to a vote.

2.6 Adjournment. Any meeting may be adjourned from time to time for periods not exceeding ten (10) days by majority vote of the Unit Owners entitled to attend and that are represented at such meeting, regardless of whether a quorum is present. Any business which could be transacted properly at the original session of such meeting may be transacted at a reconvened session, and no additional notice of such reconvened session shall be required.

2.7 Proxy. Any member entitled to vote at a meeting may do so by written proxy duly executed by the member setting forth the meeting at which the proxy is valid. To be valid, a proxy must be signed, dated, and filed with the Secretary for any general or special meeting or with the applicable Assistant Secretary for any component meeting prior to the opening of the meeting for which it is to be used. Proxies may be delivered to the Board of Directors by personal delivery, U.S. mail or facsimile transmission, to any member of the Board of Directors for a general or special meeting or to the members of the applicable Component Board Committee for any component meeting. Proxies may be revoked only by written notice delivered to the Secretary for any regular or special meeting or the applicable Assistant Secretary for a component meeting, except that the presence in person by the giver of a proxy at a meeting for which the proxy is given shall automatically invalidate the proxy for that meeting. A proxy holder may not appoint a substitute proxy holder unless expressly authorized to do so in the proxy.

2.8 Quorum. Except as may be provided elsewhere, the presence of Unit Owners entitled to vote, in person or by proxy, holding at least one-third (1/3) of the eligible Voting Percentages of Unit Owners entitled to attend a meeting shall constitute a quorum for such meeting. Once a quorum is established for a meeting, it shall conclusively be presumed to exist until such meeting is adjourned and shall not need to be reestablished. Unit Owners whose voting rights have been suspended pursuant to the Declaration or these Bylaws shall not be counted as eligible votes toward the quorum requirement.

2.9 Action Without a Meeting. In the discretion of the Board of Directors for any general or special meeting or in the discretion of the applicable members of a Component Board Committee for any component meeting, any action that may be taken at any such meeting may be taken without a meeting if a written consent form or ballot is delivered by the Board of Directors or the Component Board Committee, as applicable, to every Unit Owner entitled to vote on the matter.

(a) A written ballot shall: (i) set forth each proposed action; and (ii) provide an opportunity to vote for or against each proposed action.

(b) Approval by written ballot pursuant hereto shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

(c) All solicitations for votes by written ballot shall: (i) indicate the number of responses needed to meet the quorum requirements; (ii) state the percentage of approvals necessary to approve each matter other than election of directors; and (iii) specify the time by which a ballot must be received by the Board of Directors or Component Board Committee, as applicable, in order to be counted.

(d) A written ballot may not be revoked. The Secretary of the Association shall maintain such ballots on file for a period of at least three (3) years.

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

ARTICLE 3 DIRECTORS; GENERAL PROVISIONS

3.1 Composition and Eligibility . The general affairs of the Association shall be governed by a Board of Directors. Except for the directors appointed by Declarant hereunder, the directors shall be Unit Owners or spouses of the Unit Owners; provided, however, no Unit Owner and his or her spouse may serve on the Board of Directors at the same time, and no co-owners may serve on the Board of Directors at the same time. Notwithstanding the foregoing, until such time (if ever) that there are six (6) or more Bus Depot Unit Owners, the directors elected by the Bus Depot Unit Owners may be any person so elected and the restrictions contained in the immediately preceding sentence shall not apply. No Unit Owner shall be eligible to be elected to or continue to serve on the Board of Directors if such Unit Owner is shown on the books and records of the Association to be more than thirty (30) days delinquent in the payment of any assessment or charge by the Association or if he or she has had his or her voting rights suspended for the infraction of any provision of the Declaration, the Articles of Incorporation, the applicable Rules and Regulations or any other rules of the Association, or these Bylaws.

3.2 Directors Appointed by Declarant . Notwithstanding anything to the contrary herein, Declarant shall have exclusive authority to appoint and remove directors and officers until the earlier of (a) the expiration of three (3) years after the date of recording of the Declaration, (b) the date as of which Units to which four-fifths (4/5) of the undivided interests in the Common Elements shall have been conveyed by Declarant to Unit Owners other than Declarant, or (c) the surrender by Declarant of the authority to appoint and remove directors and officers of the Association by an express amendment to the Declaration executed by Declarant. During the period that Declarant has the authority to appoint directors, the Board of Directors shall consist of three (3) persons.

3.3 Directors Elected by Members . After termination of Declarant s right to appoint directors hereunder, the affairs of the Association shall be governed by a Board of Directors comprised of no more than nine (9) directors, with each Component Unit Owner Group electing no more than three (3)

directors. Notwithstanding the foregoing or any other provision in these Bylaws, until such time (if ever) that there are six (6) or more Bus Depot Unit Owners, the Bus Depot Unit Owners may elect no less than one (1) and no more than three (3) directors. After termination of Declarant's right to appoint directors, the Association shall call a meeting of all the Unit Owners for the purpose of electing directors. If such meeting is not the annual meeting, the directors elected shall serve until the next annual meeting. At the first meeting after Declarant has surrendered control of the Association, two (2) directors elected by each Component Unit Owner Group shall be elected for terms of two (2) years each and one (1) director elected by each Component Unit Owner Group shall be elected for an initial term of one (1) year. The members of the Board of Directors shall hold office until their respective successors shall have been elected by their respective Component.

3.4 Term. At the first election of directors of the Association following the expiration or termination of Declarant's right to appoint directors hereunder, directors shall be elected for staggered terms of two (2) years. At the expiration of the term of office of each director, and at each annual meeting of all of the members thereafter, a successor shall be elected to serve for a term of two (2) years. Directors shall hold office until their respective successors shall have been elected by the Association.

3.5 Removal of Members of the Board of Directors . After expiration of Declarant's right to appoint directors hereunder, at any component meeting with respect to which notice of such purpose has been given, any director may be removed, with or without cause, by a majority vote of the applicable Component Unit Owner Group, and a successor director may then and there be elected by such Component Unit Owner Group to fill the vacancy thus created. Any director whose removal has been proposed shall be given at least ten (10) days notice of the calling of the meeting to consider his or her removal and the purpose thereof and shall be given an opportunity to be heard at such meeting.

3.6 Vacancies. Vacancies in a director position caused by any reason, except the removal of a director by Declarant during such time as Declarant is authorized to remove directors or by a vote of the appropriate Unit Owners, shall be filled by the Board of Directors, even though less than a quorum, at any meeting of the Board of Directors. The successor so elected shall hold office for the remainder of the term of the director being replaced. Notwithstanding the foregoing, any such vacancy must be filled with a person who would have been qualified to be elected as such director by the Component Unit Owner Group entitled to vote for such director.

3.7 No Compensation . Directors shall not be compensated for services as such. Directors may be reimbursed for the expenses incurred in carrying out their duties as directors upon approval of such expenses by the Board of Directors.

3.8 Director Conflicts of Interest . Nothing herein shall prohibit a director from entering into a contract and being compensated for services or supplies furnished to the Association in a capacity other than as director, provided that the director's interest is disclosed and approved as hereinafter provided. If such conflict of interest solely affects the Component in which such director is a Unit Owner, such interest is disclosed to the other members of the applicable Component Board Committee and the contract is approved by all such other members. If such conflict of interest affects any other Component, the director's interest is disclosed to the Board of Directors, and the contract is approved by a majority of the directors who are at a meeting of the Board of Directors at which a quorum is present, excluding the director with whom the contract is made. The interested director shall not count for purposes of establishing a quorum of the Board of Directors. The interested director shall be entitled to be present at any meeting at which the proposed contract is discussed and to discuss the proposed contract unless requested by any other director to leave the room during the discussion.

3.9 Nominations. Nominations shall be made separately for each Component. The members of each Component Board Committee may nominate any other member of their Component Unit Owner Group not currently on the Board of Directors. Such nominations shall be made at least ten (10) days prior to the annual meeting. Nominations shall also be allowed from the floor at the meeting, provided that Unit Owners may only nominate other Unit Holders from their Component Unit Owner Group. Each candidate shall be given a reasonable opportunity to communicate to the membership his or her qualifications prior to the election. No member shall be nominated for election to the Board of Directors, nor permitted to run for election, if more than thirty (30) days past due in the payment of any assessment or if such Unit Owner has had his or her voting rights suspended for the infraction of any provision of the Declaration, the Articles of Incorporation, the applicable Rules and Regulations or any other rule of the Association, or these Bylaws. Failure to comply with this section 3.9 shall in no way invalidate the election of directors who were not nominated in accordance with the provisions hereof.

3.10 Powers and Duties. Subject to the delegation of authority to the Component Board Committees as set forth in section 3.16 and other limitations contained in the Declaration, the Board of Directors shall manage the affairs of the Association and shall have all the powers and duties necessary for the administration of the Condominium and may do all such acts and things as are not by the Nonprofit Code, the Act, the Declaration, the Articles of Incorporation or these Bylaws directed to be done and exercised exclusively by the members. In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to and shall be responsible for the following, in the way of explanation, but not limitation:

- (a) preparation and adoption of an annual budget, in which there shall be established the contribution of each Unit Owner to the Common Expenses;
- (b) making assessments to defray the Common Expenses, establishing the means and methods of collecting such assessments and establishing the period of the installment payments of the annual assessment;
- (c) providing for the operation, care, upkeep and maintenance of all of the Common Elements;
- (d) designating, hiring and dismissing the personnel necessary for the operation of the Association and the maintenance, repair and replacement of the Common Elements, Association property and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties;
- (e) collecting the assessments, depositing the proceeds thereof in a financial depository or institution which it shall approve and using the proceeds to administer the Association;
- (f) making and amending rules and regulations and imposing sanctions for violation thereof, including, without limitation, monetary fines;
- (g) opening of bank or other financial accounts on behalf of the Association and designating the signatories required;
- (h) making or contracting for the making of repairs, additions and improvements to, or alterations of, the Common Elements in accordance with the other provisions of the Declaration and these Bylaws, after damage or destruction by fire or other casualty;

(i) enforcing by legal means the provisions of the Declaration, these Bylaws, and the Rules and Regulations and bringing any proceedings which may be instituted on behalf of or against the Unit Owners concerning the Association;

(j) obtaining and carrying insurance against casualties and liabilities, as provided in the Act and the Declaration, and paying the premium cost thereof;

(k) paying the costs of all services rendered to the Association or its members and not directly chargeable to specific Unit Owners;

(l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;

(m) contracting with any person for the performance of various duties and functions;

(n) borrowing money for the purpose of maintenance, repair, restoration, or improvement of the Common Elements and facilities, and for other purposes and pledging, mortgaging or hypothecating all or any portion of the property of the Association for any lawful purpose, with the approval of the Unit Owners; and

(o) entering into common management agreements with trusts, condominium associations or other associations or corporations.

3.11 Meetings of the Board of Directors .

(a) Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by the Board of Directors, but such meetings shall be held at least once every twelve (12) months. The newly elected Board of Directors shall meet within thirty (30) days after each annual meeting.

(b) Special meetings of the Board of Directors may be called by the President on two (2) days notice to each director. Special meetings of the Board of Directors may be called by the President, Vice President, Secretary, or Treasurer in like manner and on like notice on the written request of at least two (2) directors.

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

3.13 Quorum; Conduct of Meetings . The President shall preside over meetings of the Board of Directors and the Secretary shall keep a minute book recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings. A majority of directors shall constitute a quorum for the transaction of business. One or more directors who participate in a meeting by means of telephone or electronic communication shall be deemed present and in attendance for all purposes at such meeting, provided all persons participating in the meeting can hear each other.

3.14 Open Meetings . All meetings of the Board of Directors shall be open to all Unit Owners, but Unit Owners other than directors may not participate in any discussion or deliberation unless expressly so authorized by the Board of Directors. Notwithstanding the foregoing, the directors may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association, as applicable, is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

3.15 Action Without a Meeting . Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if a majority of the directors entitled to vote consent in writing to such action. Such written consents must describe the action taken and be signed by no fewer than a majority of the directors and such written consent or consents shall be filed with the minutes of the Board of Directors. Such written consents shall be effective upon the later of (a) the date the last director executes such consent or (b) the effective date specified in such consent.

3.16 Component Committees .

(a) The Board of Directors shall at all times have the following committees: the Residential Board Committee, the Commercial Board Committee and the Bus Depot Board Committee. The Board of Directors shall not be permitted to dissolve any Component Board Committee.

(b) The Residential Board Committee shall have all power vested in the Board of Directors by law, the Declaration, the Articles of Incorporation and these Bylaws for all matters of the Condominium (i) relating exclusively to the Residential Component and (ii) jointly with the Commercial Board Committee, for all matters relating to the Residential/Commercial Shared Common Elements. The members of the Residential Board Committee shall be, and shall only be, the directors elected by the Residential Unit Owners and each shall serve on such committee for so long as he or she is a director.

(c) The Commercial Board Committee shall have all power vested in the Board of Directors by law, the Declaration, the Articles of Incorporation and these Bylaws for all matters of the Condominium (i) relating exclusively to the Commercial Component and (ii) jointly with the Residential Board Committee, for all matters relating to the Residential/Commercial Shared Common Elements. The members of Commercial Board Committee shall be, and only be, the directors elected by the Commercial Unit Owners and each shall serve on such committee for so long as he or she is a director.

(d) The Bus Depot Board Committee shall have all power vested in the Board of Directors by law, the Declaration, the Articles of Incorporation and these Bylaws for all matters of the Condominium relating exclusively to the Bus Depot Component. The members of Bus Depot Board Committee shall be, and only be, the directors elected by the Bus Depot Board Unit Owners and each shall serve on such committee for so long as he or she is a director.

(e) Each Component Board Committee shall act by majority vote of its members. Sections 3.11 through 3.15 dealing with meetings, action without a meeting, notice and waiver of notice, quorum and voting requirements of the Board of Directors shall apply to the Component Board Committees and their members; provided that wherever the President or Secretary is required or authorized to take an action, such action shall be taken by the Vice President or Assistant Secretary appointed by the applicable Component Board Committee. Additionally, the provisions of section 3.14 regarding open meetings shall only apply to the members of the applicable Component Unit Owner Group.

3.17 Other Committees . The Board of Directors may establish such other committees as it shall determine with the powers and duties it shall authorize. The members of such committees shall be appointed by the President and shall serve at the pleasure of the Board of Directors. Any member of such committee may be removed with or without cause at any time by the Board of Directors and with or without a successor being named.

3.18 Limitations on Powers of Committees . No Component Board Committee nor any other committee established by the Board of Directors shall have the power to:

- (a) authorize or approve a distribution;
- (b) approve or recommend to members dissolution, merger, or the sale, pledge or transfer of all or substantially all of the Association's assets;
- (c) elect, appoint or remove directors or fill vacancies on the Board of Directors, on any Component Board Committee or any other committee; or
- (d) adopt, amend or repeal the Articles of Incorporation or these Bylaws.

3.19 Liability and Indemnification of Officers and Directors . To the fullest extent permitted by law, the Association shall indemnify every officer and director against any and all expenses, including attorney's fees, reasonably incurred by or imposed upon such officer or director in connection with any action, suit, or other proceeding (including settlement of any such action, suit, or proceeding, if approved by the then Board of Directors) to which he or she may be made a party by reason of being or having been an officer or director, whether or not such person is an officer or director at the time such expenses are incurred subject to the limitations below. Officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, or for injury or damage caused by any such officer or director in the performance of his or her duties, except for his or her own individual willful misfeasance or malfeasance. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director or former officer or director may be entitled. The Association shall, as a common expense of the Association, maintain adequate general liability and, if obtainable, directors and officers liability insurance to fund this obligation, and the insurance shall be written as provided in the Declaration.

ARTICLE 4 OFFICERS

4.1 Election of Officers; Term; Vacancies . Officers of the Association shall be elected annually by the directors authorized to elect such officers as provided herein at each annual Board of Directors meeting or at a component meeting and shall hold office at the pleasure of the Board of Directors, or the Component Board Committee so electing such officers, and until a successor is elected. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the directors authorized to elect such officer for the unexpired portion of the term.

4.2 Removal or Resignation of Officers . Upon the vote of the directors authorized to elect such officer, any officer may be removed, either with or without cause, and a successor may be elected. Any officer may resign at any time by giving written notice to the Board of Directors (or, if elected by a

Component Board Committee, to the directors of such Component Board Committee). Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

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

4.4 Vice President. The Vice President of the Association shall be elected by the Board of Directors and shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting.

4.5 Assistant Vice Presidents. Each Component Board Committee shall elect an Assistant Vice President. Each Assistant Vice President shall act with the powers and obligations substantially similar to those of the Vice President for matters reserved to the applicable Component.

4.6 Secretary. The Secretary shall keep the minutes of all meetings of the members and of the Board of Directors and shall have charge of such books and papers as the Board of Directors may direct, and shall, in general, perform all duties incident to the office of the secretary of a corporation organized under Georgia law.

4.7 Assistant Secretaries. Each Component Board Committee shall elect an Assistant Secretary. Each Assistant Secretary shall have the powers and obligations substantially similar to those of the Secretary for matters reserved to the applicable Component.

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

4.9 Assistant Treasurers. Each Component Board Committee shall elect an Assistant Treasurer. Each Assistant Treasurer shall have powers and obligations substantially similar to those of the Treasurer for matters reserved to the applicable Component.

4.10 Other Officers. Other offices may be created by the Board of Directors, with such titles and duties as are defined by the Board of Directors.

4.11 Agreements, Contracts, Deeds, Leases, Etc. All agreements, contracts, deeds, leases, checks, promissory notes, and other instruments (a) with respect to a particular Component shall be executed by at least two (2) officers or by such other person or persons as may be designated by resolution of the Directors for such Component, and (b) that are with respect to the Association generally shall be executed by at least two (2) officers or by such other person or persons as may be designated by resolution of the full Board of Directors.

ARTICLE 5
RULEMAKING AND ENFORCEMENT

5.1 *General.*

(a) The Condominium shall only be used for those purposes set out in the Declaration. The Board of Directors shall have the power and authority, without a membership vote, to adopt, make and amend reasonable Rules and Regulations in regard to the use of the Residential Component and the Commercial Component. The Bus Depot Board Committee may adopt, make and amend Rules and Regulations in regard to the Bus Depot Component, but only with the majority vote of the Bus Depot Unit Owners. Additionally, a majority of the Bus Depot Unit Owners may, without the approval of the Board of Directors, the Bus Depot Board Committee or the Association, adopt, make and amend Rules and Regulations concerning the Bus Depot Component, provided, however, that the Bus Depot Unit Owners may not limit the use restrictions set forth in *Exhibit D* to the Declaration. Copies of all such Rules and Regulations, and all amendments thereto, shall be furnished to all of the Unit Owners, upon request. Each Unit Owner and the Association shall be governed and shall comply with all applicable Rules and Regulations. Any lack of compliance therewith shall entitle the Association and, where appropriate, other Unit Owners, to take action to enforce the terms of the Declaration, these Bylaws and the Rules and Regulations.

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

5.2 *Fining and Suspension Procedure.* The Board of Directors shall not impose a fine, suspend the right to vote or suspend the right to use the Common Elements (provided, however, if an Unit Owner is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association, suspension of the right to vote and the right to use the Common Elements shall be automatic) unless and until the Association has sent or delivered written notice to the violator as provided in section 5.3(a). Any such fine or fines may be effective or commence upon the sending of such notice or such later date as may be set forth in such notice, notwithstanding the violator's right to request a hearing before the Board of Directors to challenge such fine under section 5.3(b).

5.3 Notice and Hearing .

(a) If any provision of the Declaration, the Articles of Incorporation, the Rules and Regulations or any other rules of the Association or these Bylaws is violated, the Board of Directors shall send the violator written notice identifying the violation and fine(s) being imposed and advising the violator of the right to request a hearing before the Board of Directors to contest the violation or fine(s) or to request reconsideration of the fine(s). Fine(s) may be effective or commence upon the fifteenth (15th) day following 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 of Directors to challenge the fine. 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 item basis without further notice to the violator.

(b) If a written request for hearing is received from the violator within fifteen (15) days of the date of the violation notice provided above, then the Board of Directors 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 of Directors 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.

5.4 Additional Enforcement Rights . Notwithstanding anything to the contrary herein contained, the Board of Directors may elect to enforce any provision of the Declaration, the Articles of Incorporation, the Rules and Regulations or other rules of the Association or these Bylaws by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity for compliance with the procedure set forth in section 5.3(a). In any such action, to the maximum extent permissible, the Unit Owner or Occupant responsible for the violation for which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

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

ARTICLE 6 MISCELLANEOUS

6.1 Notices. Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first class postage prepaid:

(a) If to a Unit Owner, at the address which the Unit Owner has designated in writing and filed with the Secretary, or if no such address has been designated, at the address of the Unit of such Unit Owner;

(b) If to an Occupant, at the address of the Unit occupied; or

(c) If to the Association or the Board of Directors, at the principal office of the Association, if any, or at such other address as shall be designated in writing and filed with the Secretary.

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

6.3 Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of these Bylaws or the intent of any provision thereof.

6.4 Gender and Grammar. The use of the feminine gender in these Bylaws shall be deemed to include the masculine gender, and the use of the singular shall be deemed to include the plural whenever the context so requires.

6.5 Fiscal Year. The fiscal year of the Association may be set by a resolution of the Board of Directors, and, in the absence thereof, shall be the calendar year.

6.6 Financial Review. A financial review of the accounts of the Association shall be performed annually in the manner provided by the Board of Directors and a financial statement prepared. However, after having received the Board of Directors financial statement review at the annual meeting, the Unit Owners may, by majority vote, require that the accounts of the Association be audited as a Common Expense by an independent accountant. Such statement shall be made available to the holder, insurer, or guarantor of any first mortgage on a Unit upon submission of a written request and must be available within one hundred twenty (120) days of the fiscal year end of the Association.

6.7 Conflicts. The duties and powers of the Association shall be those set forth in the Act, the Nonprofit Code, the Declaration, these Bylaws, and the Articles of Incorporation, together with those reasonably implied to affect the purposes of the Association; provided, however, that if there are conflicts or inconsistencies between the Act, the Nonprofit Code, the Declaration, these Bylaws, or the Articles of Incorporation, then the provisions of the Act, the Nonprofit Code, as may be applicable, the Declaration, the Articles of Incorporation and these Bylaws, in that order, shall prevail.

6.8 Amendment. Except where a higher vote is required under a particular provision of the Nonprofit Code, the Act, Declaration or these Bylaws, in which case such higher vote shall be necessary to amend, these Bylaws may be amended by the vote of Unit Owners holding two-thirds (2/3) of all Voting Percentages. Notwithstanding the foregoing, as long as Declarant is the Declarant and/or owns any Unit, any amendment to these Bylaws shall require the written consent of Declarant. Additionally, if any proposed amendment to these Bylaws would result in a material adverse effect to the rights and obligations provided to any Component or its Component Unit Owner Group in the Declaration, the Articles of Incorporation or these Bylaws, such amendment shall also require the affirmative vote of at least two-thirds (2/3) of the Voting Percentages of such Component Unit Owner Group that would be so adversely affected. Notice of any meeting at which an amendment will be considered shall state that fact and the subject matter of the proposed amendment. No amendment shall become effective until it is certified by the President and Secretary of the Association and recorded in the Athens-Clarke County, Georgia land records. Any amendment duly certified and recorded shall be conclusively presumed to have been duly adopted in accordance with these Bylaws. Unit Owners whose voting rights have been suspended pursuant to the Declaration or these Bylaws shall not be counted as eligible votes toward the amendment requirement.

Any action to challenge the validity of an amendment adopted under this section 6.8 must be brought within one (1) year of the amendment's effective date. No action to challenge any such amendment may be brought after such time.

6.9 Books and Records .

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

(i) the Articles of Incorporation and all amendments to them currently in effect;

(ii) these Bylaws and all amendments to them currently in effect;

(iii) resolutions adopted by either the members or Board of Directors increasing or decreasing the number of directors or the classification of directors, or relating to the characteristics, qualifications, rights, limitations and obligations of members or any class or category of members;

(iv) resolutions adopted by either the members or Board of Directors relating to the characteristics, qualifications, rights, limitations, and obligations of members or any class or category of members;

(v) the minutes of all meetings of members and records of all actions approved by the members for the past three (3) years;

(vi) all written communications to members generally within the past three (3) years, including the financial statements furnished for the past three (3) years;

(vii) a list of the names and business or home addresses of the current directors and officers; and

(viii) the most recent annual report delivered to the Secretary of State.

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

(i) excerpts from minutes of any Board of Directors meeting, records of any action of a committee of the Board of Directors while acting in place of the Board of Directors on behalf of the Association, minutes of any meeting of the members, and records of action taken by the members or the Board of Directors without a meeting, to the extent not subject to inspection under section 6.9(a);

(ii) accounting records of the Association; and

(iii) the membership list only if for a purpose related to the member's interest as a member; without the consent of the Board of Directors, a membership list or any part thereof may not be: used to solicit money or property unless such money or property will be used solely to solicit the votes of the members in an election to be held by the Association; used for any commercial purpose; or sold to or purchased by any person.

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

6.10 Interpretations . Whenever the terms applicable or associated or words of similar import are used herein to describe a Component, Component Unit Owner Group or Component Board Committee, they shall be construed as referring to the same Component (i.e., either the Residential Component, the Commercial Component or the Bus Depot Component).

Rules and Regulations

**RULES AND REGULATIONS
FOR THE
GAMEDAY AREA
OF
GEORGIA GAMEDAY CENTER CONDOMINIUM**

The following rules and regulations ("Rules and Regulations"), adopted in accordance with that certain Declaration of Condominium of Georgia Gameday Center ("Declaration"), shall continue in effect until amended, modified or repealed by the Board of Directors.

I. GENERAL RULES

1. These Rules and Regulations apply to the Gameday Area only.

2. The Unit Owners and their respective Occupants, tenants, guests, invitees, employees, agents, licensees and other visitors shall comply with these Rules and Regulations and all rules, covenants, conditions and restrictions set forth in the other Condominium Documents, which may from time to time be adopted or amended.

3. Each record owner of a Unit is primarily and ultimately responsible, and liable to the Association and other Unit Owners, for his own conduct and for the conduct of his Occupants, tenants, guests, invitees, employees, agents, licensees and other visitors, so long as such person is in the Gameday Area, regardless of whether such person(s) is in his Unit, including without limitation any failure of such Occupants, tenants, guests, invitees, employees, agents, licenses or other visitors to observe these Rules and Regulations and the rules, covenants and conditions contained in the other Condominium Documents.

4. The Board of Directors reserves the rights to alter, amend, modify, repeal or revoke these Rules and Regulations at any time and from time to time.

5. These Rules and Regulations are cumulative with the rules, covenants, conditions and restrictions set forth in the Declaration. To the extent of any inconsistency or conflict between these Rules and Regulations and the Declaration, the Declaration shall control.

6. Whenever the approval of the Association or the Board of Directors is required under these Rules and Regulations, such approval shall be in the sole discretion of the Association or Board of Directors, as applicable.

7. For purposes of these Rules and Regulations, the following terms shall have the following meanings:

(a) *Family Member* of a Residential Unit Owner means any person who is related to such Residential Unit Owner (or in the event such Residential Unit Owner is an entity, the natural person having possession, direct or indirect, of the power of direct management and policies of such entity, whether through ownership of voting securities, the ability to appoint officers, directors, trustees or persons in a similar capacity, by contract or otherwise) within the fifth degree using the civil law method of computation (and for the purpose, all adopted persons shall be deemed the natural children of their adoptive parents and spouses shall be deemed to be the same person).

(b) *Gameday Common Areas* means (i) the Residential Common Elements (other than the Residential Limited Common Elements), (ii) the Commercial Common Elements (other than the

Commercial Limited Common Elements), (iii) the Residential/Commercial Shared Common Elements, (iv) the Parking Deck and (v) any Overflow Lot.

(c) *Property Manager* means the property manager engaged by the Association to manage the Gameday Area.

(d) *Rental Management Agreement* means an agreement between the Property Manager and a Residential Unit Owner authorizing the Property Manager to lease such Residential Unit Owner's Residential Unit at such times and for such minimum amounts as such Residential Unit Owner shall determine, provided that each such Rental Management Agreement shall be on customary and commercially reasonable terms (including compensation to the Property Manager) which are consistent with all Rental Management Agreements.

(e) *Unit Owner(s), Residential Unit Owner(s) and Commercial Unit Owner(s)* unless otherwise specified, means and includes the record owner of each such Unit and his Occupants, tenants, guests, invitees, employees, agents, licensees and/or other visitors.

(f) Capitalized terms not otherwise defined herein shall have the meaning set forth in the Declaration.

II. CONDUCT AND ATTIRE

1. Playing, lounging or loitering in the Gameday Common Areas is prohibited.
2. No obnoxious or offensive activity shall be conducted in the Gameday Area which would interfere with the rights, comforts or conveniences of other Unit Owners and nothing shall be done in the Gameday Area which may be or become a nuisance to others.
3. Smoking in the Gameday Common Areas is prohibited.
4. Drinking of alcoholic beverages in the Gameday Common Areas, except the Club Room with the prior approval of the Board of Directors, is prohibited. The Board of Directors may grant exceptions for special events.
5. Use of any unlawful substance or commission of any unlawful act in the Gameday Area is prohibited.
6. All persons shall be fully clothed, including shirts and shoes, and properly attired when appearing in any of the Gameday Common Areas.

III. GAMEDAY AREA AND GAMEDAY COMMON AREAS

1. There will be no obstruction of the Gameday Common Areas. Without limiting the generality of the foregoing, nothing shall be placed or stored in the Gameday Common Areas without the prior consent of the Board of Directors.
2. No portion of the Gameday Common Areas shall be decorated or furnished by any Unit Owner. Without limiting the generality of the foregoing, no rug shall be placed in any hallway in the Gameday Common Areas.

3. The sidewalks, entrances, passages, public halls, corridors and stairways in the Gameday Common Areas shall not be used for any purpose other than normal transit.
4. No Unit Owner shall enter upon the roof of the Gameday Building without the prior consent of the Board of Directors.
5. All exterior doors and stairwells, windows in the Gameday Common Areas and all fire or emergency exit doors in the Gameday Building shall be kept closed at all times.
6. All service and delivery persons will be required to use the entrance to the Gameday Building designated by the Association.
7. No bicycles, scooters or similar vehicles shall be taken into or from the Gameday Building. Bicycles shall be stored on the bicycle rack in the Parking Deck.
8. No baby carriages shall be allowed to stand in the Gameday Common Areas.
9. Any damage to the Gameday Area caused by a Unit Owner shall be repaired at the expense of the Unit Owner promptly upon request from the Association.
10. No "For Sale," "For Rent," or "For Lease" signs may be maintained or permitted in any part of the Gameday Area without the prior approval of the Association.
11. No advertisements or posters of any kind may be placed or posted in the Gameday Area without the prior approval of the Association.
12. No waste shall be committed in the Gameday Area.
13. No solicitors are permitted in the Gameday Area.
14. The Gameday Area may not be used for any unlawful purposes and no Unit Owner shall do or permit any unlawful act in the Gameday Area.

IV. UNITS

1. Nothing shall be done in any Residential Unit or Commercial Unit which may impair the structural integrity of the Gameday Building or which may change the Gameday Building structurally, nor shall anything be altered or constructed on or separated from the Gameday Common Areas, without the prior approval of the Board of Directors. Without limiting the generality of the foregoing, no work of any kind may be performed by a Residential Unit Owner or Commercial Unit Owner upon or affecting the exterior or load-bearing walls, ceilings or floors in the Gameday Building, regardless of whether such work is within his Unit, without the prior approval of the Board of Directors.
2. All contractors engaged by a Residential Unit Owner or a Commercial Unit Owner to perform work in his Unit shall be qualified and licensed for the work being performed. Prior to any work being performed, the Association shall be provided evidence of such qualification and licensure as well as a certificate of valid insurance in such minimum amount as is then required by the Association. Any damage which may occur due to improper work on the part of such contractor shall be the sole responsibility and liability of such Unit Owner.

3. All structural repairs and replacements in a Unit shall be of a first class quality and as similar to the character of the construction or installation that existed prior to the occasion that necessitated the repairs or replacements. Repairs and replacements shall be done with contemporary building materials and equipment after all necessary permits and approvals have been obtained.

4. All radio, television or other electrical equipment of any kind installed or used in a Residential Unit or Commercial Unit shall comply with all applicable state and local laws, rules and regulations and the Board of Fire Underwriters.

5. No Residential Unit Owner or Commercial Unit Owner shall install any plumbing, wiring or air conditioning equipment without the prior approval of the Board of Directors.

6. Noisy repair or installation work in a Residential Unit or Commercial Unit shall only be done Monday through Friday between the hours of 8:00 a.m. and 6:00 p.m., local time in Athens, Georgia.

7. Each Residential Unit Owner and Commercial Unit Owner shall keep his Unit in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from any doors, windows or balconies, any dirt, water or other substance.

8. Each Residential Unit Owner and Commercial Unit Owner is responsible for all damages to other Units and to the Gameday Area resulting from the lack of proper maintenance or repairs to his Unit.

9. All window treatments in Residential Units must show an exterior (that is, the side facing outward) color that is either white or off-white. (If other colors are used, they must be backed with a white or off-white lining so that the lining shows to the outside rather than the colored or decorative side). Sheets, plastic, cardboard, plywood, school logos, and other such materials are prohibited except for limited temporary use following a casualty to a Unit. Except as provided above, no window guards, signage or other window decorations shall be used in or about any Residential Unit except upon the prior approval of the Board of Directors.

10. Window treatments installed in all windows and balcony doors of a Unit must be maintained in good condition.

11. All Residential Unit floors, with the exception of kitchens and bathrooms, shall be covered with sufficient rugs or carpeting and padding to adequately limit sound transmission to the other Residential Units.

12. Installation of any floor covering other than carpeting in a Residential Unit or Commercial Unit, with the exception of kitchens and bathrooms and areas already installed with hardwood flooring, must be approved by the Board of Directors.

13. The toilets and other water and sewer apparatus shall be used only for the purposes for which designed, and no sweepings, matches, rags, ashes, or other articles not suitable to the intended use of such appliances shall be thrown therein. No kitty litter or pet droppings may be disposed of in the toilets and other water and sewer apparatus. The cost of repairing any damage resulting from misuse of any such apparatus shall be borne by the Residential Unit Owner or Commercial Unit Owner causing such damage.

14. Residential Unit Owners and Commercial Unit Owners are cautioned against excessive use of soaps and other detergents in their appliances or plumbing apparatus which may cause overflow of suds in his Unit or in any central waste disposal system. Detergents and soaps shall be used only pursuant to manufacturer's directions.

15. No Residential Unit Owner shall alter the outward appearance of any of his Residential Unit doors opening into the Residential Common Elements other than the installation of a deadbolt lock. Additionally, such doors shall be kept closed and secured at all times.

16. Residential Unit Owners shall exercise extreme care not to disturb other Residential Unit Owners with excessive noise or voices, or the unreasonable use of radios, televisions, musical instruments, telephones, amplifiers or other similar devices.

17. No gasoline or other flammable, combustible or explosive material, chemical, fluid or other substance may be kept in any Residential Unit or Commercial Unit.

18. No Residential Unit Owner or Commercial Unit Owner shall cause or permit any unusual or objectionable odors to be produced upon or to emanate from his Unit.

19. No Residential Unit or Commercial Unit may be used for any unlawful purposes and no Residential Unit Owner or Commercial Unit Owner shall do or permit any unlawful act in or upon his Unit.

20. No group tour or exhibition of any Residential Unit or Commercial Unit shall be conducted, nor any auction sale held, without the prior approval of the Board of Directors.

V. TRASH AND GARBAGE

1. All garbage and trash must be placed in securely tied plastic bags and placed in the dumpster in the Dumpster Area. No garbage or trash shall be placed elsewhere, even on a temporary basis. All recyclable products will be placed in their designated area, if any.

2. No burning objects or highly combustible liquids are to be placed in and around the Dumpster Area.

3. Littering is prohibited anywhere in the Gameday Area.

VI. PARKING

1. Only passenger automobiles or pickup trucks may be parked in the Parking Deck and Overflow Lot. No boats, trailers, trucks, recreational vehicles or other oversized vehicles may be parked in the Parking Deck or in the Overflow Lot.

2. Motorcycles and mini-bikes may only be parked in such Parking Spaces, if any, designated for such vehicles.

3. No vehicle shall be parked in such manner as to impede or prevent ready access to any entrance to or exit from the Parking Deck or Overflow Lot by another vehicle nor shall any such vehicle be parked in such a manner as to block or prevent the use and access to any other Parking Spaces or sidewalks. Additionally, parking in a manner which blocks sidewalks or driveways is prohibited.

4. All vehicles shall be parked wholly within Parking Space lines.
5. No vehicle may be parked in someone else's Reserved Parking Space.
6. Each Unit Owner shall observe and abide by all parking and traffic regulations as posted by the Association or by municipal authorities. Vehicles parked in violation of any such regulations may be towed at the vehicle owner's sole risk and expense.
7. All vehicles must display current plates, tags and decals, including safety inspection stickers, required by applicable state and local laws, rules and regulations.
8. Each Unit Owner will be responsible for all damage caused by him in the Parking Deck or Overflow Lot, for example, as a result of oil spills, hitting guard rails, fences or light posts, and shall promptly report to the Association any damages or any need for any repairs.
9. No vehicle washing is permitted in the Parking Deck or the Overflow Lot or elsewhere in the Gameday Area.
10. No vehicle repair or maintenance shall be conducted in the Parking Deck or Overflow Lot or elsewhere in the Gameday Area, except for minor emergency repairs such as changing a tire or charging a battery.
11. All Residential Unit Owners must register their vehicle(s) and secure a permanent parking permit decal or hang tag for all Reserved Parking Spaces and to the extent necessary, such other identifying information or access cards as then utilized by the Association. Any decal or hang tag or other identifying information should be placed on the vehicle as required by the Association or otherwise where it can be easily seen.
12. No vehicle which cannot operate on its own power shall remain in the Parking Deck or Overflow Lot for more than twenty-four (24) hours.
13. All Parking Spaces labeled or posted as "Handicapped" spaces may be used only by disabled persons who have obtained, and display, a State-issued handicap parking permit, temporary or permanent, or be licensed for handicapped parking. Charges for violating handicapped parking restrictions may be assessed as provided generally herein or as otherwise provided by applicable state and local laws, rules and regulations.
14. The Association may, in its sole discretion, designate certain additional spaces as "special permit parking only," designed for temporary "special needs" or a temporary disablement, not warranting a State-issued handicap parking permit.
15. If any vehicle owned or operated by a Unit Owner shall be illegally parked or abandoned in the Gameday Area, the Association shall be indemnified and held harmless by such Unit Owner for any and all loss, claim, damage or expense, including but not limited to reasonable attorney fees, that may ensue. Any such vehicle may be towed or removed or booted by the Association at the expense and sole risk of such Unit Owner. The Association shall have no responsibility for damage to any vehicle so removed.

VII. CLUB ROOM

1. The Club Room is for the use and convenience of the Residential Unit Owners and their invited guests. Residential Unit Owner(s) reserving the Club Room agree that they personally will use, and be present in, the Club Room during the allowed and reserved hours.
2. Residential Unit Owners may reserve the use of the Club Room through the Association. The Association reserves the right to refuse the use of the Club Room for any event. The requesting Residential Unit Owner(s) will be provided with additional literature governing the use of the Club Room and other optional rental items, and must complete a "Club Room Agreement" prior to any such use.
3. The Club Room will be available for use from 9:00 a.m. to 10:00 p.m. daily. A non-refundable user fee of \$100.00 and a security deposit as determined by the Association are required in advance.
4. All party activities will be confined to the Club Room only.
5. The Club Room shall not be used for any unlawful purpose. The Residential Unit Owner(s) using the room shall not make, or permit to be made, any disturbing noises, or do or permit any act to be done, either in the Club Room or Gameday Common Areas, which will interfere with the rights, comforts or conveniences of any other Residential Unit Owner.
6. Any Residential Unit Owner(s) who reserves the Club Room agrees to assume full responsibility for any damage to the room, furniture and equipment. Such liability shall be directly to the record Residential Unit Owner(s), even if such reservation is made by his Occupant, tenant, guest or other person on his behalf.
7. The use of any alcoholic beverages in the Club Room shall be in accordance with applicable state and local alcohol beverage control laws, rules and regulations. No sale of alcoholic beverages is permitted in the Club Room.
8. Pets are not permitted in the Club Room, other than the designated official University of Georgia mascot "Uga" and as otherwise approved from time to time by the Association.
9. The Residential Unit Owner(s) who reserves the Club Room is responsible for removing all personal property and trash after his reserved period and for leaving the Club Room in a clean and neat condition. All furniture must be placed back in the same position as when the reserved period began. No furniture or appliances may be removed from the Club Room.
10. The Club Room will be checked after each reserved period to assure that the party has ended, all guests have departed and all property is in order.
11. The Association is not responsible for the loss of any personal effects, dishes, equipment or food left in the Club Room. Anything left after the use of the Club Room will be considered abandoned and disposed of accordingly.
12. The security deposit will be returned if, following inspection, the Club Room is clean and there are no damages or rules violations. If damages do occur, or additional cleaning is required, a sum deemed appropriate by the Association in its sole discretion will be deducted from the deposit. In the event the costs of the damages exceed the deposited amount, the Residential Unit Owner(s) will be

assessed the difference between the deposited amount and the cost to replace, or to repair and refurbish the damaged item(s) to the pre-existing condition.

VIII. PETS

1. No Commercial Unit Owner may keep, or permit, any pets in his Unit without the prior approval of the Board of Directors.
2. Each Residential Unit Owner may keep no more than two (2) small pets, of a normal domesticated household type in his Unit, such as small dogs, cats and caged birds, provided they are not maintained, kept or bred for commercial purposes and provided further such pet will not result in an noxious or offensive activity otherwise prohibited in these Rules and Regulations.
3. Pets must be leashed and in their Residential Unit Owner's control at all times while on the Gameday Area outside of his Residential Unit.
4. No pets are permitted when the Residential Unit Owner is not in residence.
5. No reptiles, amphibians or livestock may be kept in any Residential Unit.
6. Unsupervised pets are not permitted on any balcony.
7. Pets must not be left unattended in the Gameday Common Areas at anytime.
8. All excrements or waste left by a pet in the Gameday Common Areas must be properly removed and disposed of by his Residential Unit Owner.
9. Pets must be vaccinated and kept in accordance with all applicable state and local laws, rules and regulations. If so requested, the Association shall be provided written verification of such vaccinations.
10. Residential Unit Owners are responsible for all damages caused by their pets in the Gameday Area and to the property and persons of others.
11. The ability to keep a pet is a privilege, not a right, and the Board of Directors may order and enforce the removal of any pet which becomes a source of unreasonable annoyance to other Unit Owners.

IX. MOVING

1. No Residential Unit Owner or Commercial Unit Owner shall move furniture, personal property (other than hand baggage and packages), construction materials and other over-sized items in or out of the Gameday Building or otherwise move-in or move-out of the Gameday Building except Monday through Friday between 9:00 a.m. and 6:00 p.m., local time in Athens, Georgia, excluding Gameday Hours. No such furniture, personal property, construction materials, over-sized items or move-ins or move-outs shall occur during Gameday Hours.
2. Residential Unit Owners and Commercial Unit Owners shall reserve a date and time with the Board of Directors to use the elevators in the Gameday Building for moving furniture, personal property, construction materials and other over-sized items and move-ins and move-outs, and during such

use of the elevators, the walls of the elevators being used for such purpose shall be covered with padded blankets

3. A refundable security deposit not to exceed \$500 may be required by the Association and must be given prior any moving of such property or move-ins or move-outs as a security against damages and failure to comply with the proper hours.

4. No furniture, personal property, construction materials and other over-sized items or other property may be left unattended in the Gameday Area for any period of time.

5. Deliveries not scheduled in advance can be refused by the Association. The Residential Unit Owner or Commercial Unit Owner must be present for deliveries.

6. Each Residential Unit Owner and Commercial Unit Owner is responsible for the conduct of his moving company and/or delivery service and shall notify such persons of the relevant requirements in these Rules and Regulations.

X. LEASING OF RESIDENTIAL UNITS OR COMMERCIAL UNITS

1. Except as hereinafter provided, to the extent permitted by applicable law, no Residential Unit may be leased or occupied by a person under the age of 25. The foregoing restriction shall not apply to (a) persons under the age of 18 who are living with a person or legal custodian of such person, (b) persons under the age of 25 if at least one of the Occupants of such Residential Unit is a Family Member of the Residential Unit Owner.

2. If the Property Manager is duly licensed to provide rental management services, any lease of a Residential Unit for a term of less than on (1) year must be arranged through the Property Manager pursuant to a Rental Management Agreement.

3. No Residential Unit that is leased may be occupied by any person who is not identified in the lease as the tenant or occupant and whose occupancy would not be permitted if such person were the tenant; provided, however, this limitation shall not apply to persons under the age of 18 who are living with parents or legal custodian of such person.

4. Residential Units that are leased pursuant to leases permitted under these Rules and Regulations shall be subject to the following occupancy limitations: one-bedroom Residential Units shall be occupied by no more than two (2) persons; two-bedroom Residential Units shall be occupied by no more than three (3) persons and three-bedroom Residential Units shall be occupied by no more than four (4) persons. Notwithstanding the foregoing, in determining the number of Occupants, there will be excluded from the occupancy count all persons under the age of 18 who are living with a parent or legal custodian of such person.

5. All Residential Unit Owners or Commercial Unit Owners who rent to a tenant shall: (a) provide the tenant with a copy of the Condominium Documents, (b) include in the lease agreement a provision that the tenant has been given said copies, has read and understood, and agrees to abide by the Condominium Documents, (c) notify the Association in writing that his Unit is tenant-occupied, giving the name(s), address and phone number of the of the Occupants, and (d) provide to the Association the name of any agent retained by the Residential Unit Owner or Commercial Unit Owner to manage his Unit for him.

6. The Association shall be entitled to collect a fee of \$100 to cover the administrative and monitoring costs associated with the lease of a Residential Unit or Commercial Unit (other than leases pursuant to a Rental Management Agreement).

7. Each Residential Unit Owner and Commercial Unit Owner is responsible to inform his Occupant or other tenant of any changes in the Rules and Regulations and the other Condominium Documents.

8. Notwithstanding the provision in any lease or other agreement with his tenant, each record owner of a Residential Unit and Commercial Unit shall be responsible, and remain liable to the Association and other Unit Owners, for any failure of his Occupant or other tenant to observe these Rules and Regulations and the rules, covenants and conditions of the other Condominium Documents and is responsible for observance of all such rules and regulations by his Occupant or other tenant.

XI. SALE OF RESIDENTIAL UNITS OR COMMERCIAL UNITS

1. In order to provide an orderly procedure in the case of the transfer of title of a Residential Unit or a Commercial Unit and to assist in the maintenance of a current, up-to-date roster of Residential Unit Owners and Commercial Unit Owners, each such Unit Owner shall give the Association timely notice of his intent to list his Unit for sale. Upon closing of the transfer of a Unit, the purchaser shall forthwith notify the Association of his name and home address.

2. Each Residential Unit Owner and Commercial Unit Owner shall inform real estate agents and prospective purchasers of his Unit of these Rules and Regulations and other Condominium Documents and prior to or contemporaneously with any sale of his Unit, obtain written confirmation from such purchaser that he has received copies of these Rules and Regulations and other Condominium Documents, has read and understood, and agrees to abide by same.

XII. ASSOCIATION AND PROPERTY MANAGER

1. The Association may delegate all or any portion of its responsibilities in these Rules and Regulations and in the other Condominium Documents, other than those matters specifically reserved to the Board of Directors, to a Property Manager. Upon written notice from the Association of such delegation, a Unit Owner will attorn to the Property Manager to the extent required by these Rules and Regulations and other Condominium Documents until his receipt of subsequent notice from the Association of revocation of such delegation.

2. No Residential Unit Owner or Commercial Unit Owner shall send any employee of the Association or Property Manager on any private business at any time. No Residential Unit Owner or Commercial Unit Owner shall direct, supervise, or in any manner attempt to assert control over or request favors of any employee of the Association.

3. All persons using any of the Gameday Area do so at their own risk and sole responsibility. The Association does not assume responsibility for any occurrence, accident or injury in connection with such use. Each Residential Unit Owner and Commercial Unit Owner waives any right to make any claim against the Association, its servants, agents or employees, for or on account of any loss or damage to life, limb or property sustained as a result of or in connection with any such use of any of the Gameday Area. Each Residential Unit Owner and Commercial Unit Owner shall hold the Association harmless from any and all liabilities and any action or whatsoever nature by any tenants, guests, invitees or licenses of such Unit Owner arising out of the use of the common areas and facilities, except where such loss, injury or damage can be clearly proved to have resulted from and been proximately caused by

the direct willful action or gross negligence of the Association or its agents, servants or employees in the operation, care or maintenance of such facilities. Each Residential Unit Owner and Commercial Unit Owner is encouraged to obtain his own insurance for his personal property and other insurable interests.

4. Employees and agents of the Association or Property Manager are not authorized to accept packages, keys (other than as otherwise provided in these Rules and Regulations regarding passkeys), money or articles of any description from or for the benefit of a Residential Unit Owner or Commercial Unit Owner. If packages, keys, money or articles of any description are left with the employees or agents of the Association or Property Manager, such Unit Owner assumes the sole risk therefore and such Unit Owner, not the Association, shall be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith. The Association does not assume any responsibility for loss or damage in such cases.

5. The Association will retain a passkey to each Residential Unit and Commercial Unit. If any lock is altered or a new lock is installed, the Association shall be provided with a key thereto immediately upon such alteration or installation. The Association, the Property Manager and any contractor or workman authorized by the Association or Property Manager, may enter any Residential Unit or Commercial Unit at any time reasonably convenient to such Unit Owner (except in case of emergency in which case entry may be immediate and without such permission) for the purpose of exercising and discharging their proper respective responsibilities, including, without limitation, inspecting such Unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests as provided in these Rules and Regulations.

6. The Association may, but shall not be obligated to, dispense chemicals for the extermination of vermin, insects and other pests within and around the Gameday Building. 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 Residential Units and Commercial Units for the purposes of dispensing chemicals for the exterminating of insects and pests within the Residential Units and Commercial Units and Common Elements located in the Gameday Building. If a Residential Unit Owner or Commercial Unit Owner does not have someone available at such times as are designated by the Association to allow entry into his Unit for this purpose, the Association may use its key to enter such Unit for such purpose.

7. If a Residential Unit Owner or Commercial Unit Owner is not personally present to open and permit an entry to his Unit at any time when an entry therein is necessary or permissible under these Rules and Regulations or the Condominium Documents and has not furnished a key to the Association, then the Association may forcibly enter such Unit without liability for damages or trespass by reason thereof (if during such entry reasonable care under the given circumstances is given to such Unit Owner's property).

8. Deliveries requiring the Association to provide entrance to a Residential Unit or Commercial Unit will not be accepted.

XIII. COMPLAINTS

1. The Property Manager, or if there is none, the Association, should be contacted directly for any matter pertaining to the Gameday Area, including any maintenance or service requests or complaints regarding actions of other Unit Owners.

2. Complaints regarding a Property Manager should be made to the Board of Directors.

3. Each Residential Unit Owner and Commercial Unit Owner will promptly report to the Association or the Property Manager, as applicable, any defects that may potentially damage other Units and/or Common Elements.

4. All complaints may be initially made orally, but shall be promptly thereafter submitted in writing.

5. Nothing in these Rules and Regulations is intended to restrict the right of the Association or of any Unit Owner to notify the Police or other County/State/Federal authorities of disturbances of the peace or of other illegal activities, or of health or fire-safety issues, or of concerns for the safety of children or pets, or of concerns about persons who may pose a risk to themselves or to others, or of other appropriate concerns.

XIV. ENFORCEMENT

1. Charges and assessments imposed by the Association are due and payable on the first day of each month, unless otherwise specified. Payment shall be made at the Association's office (or at such other location as the Association designates) by check or money order, payable to the order of the Association, or otherwise as the Association may direct. Cash will not be accepted.

2. A Unit Owner may apply to the Board of Directors for a temporary waiver of one or more of the rules in these Rules and Regulations. Subject to any limitation in the Declaration, such temporary waiver may be granted by the Board of Directors, for good cause shown, if, in the judgment of the Board of Directors, such temporary waiver will not unreasonably interfere with or materially impair the purposes for which the Condominium was formed or present a material adverse risk to the Association, the Condominium, or the other Unit Owners.

3. A Unit Owner will be assessed any costs incurred by the Association to repair or replace any property damaged by the Unit Owner or his pets. A Unit Owner may also be assessed the costs and legal fees incurred by the Association in taking corrective, protective or preventive action as a result of his conduct or that of his pets, in violation of these Rules and Regulations.

4. A Unit Owner may be assessed fines for violations of these Rules and Regulations as determined by the Board of Directors and in accordance with the nature of the offense and prior record of the violator. Any such assessment shall constitute a lien against such Unit Owner's Unit and/or the personal obligation of such Unit Owner.

5. For any violation of these Rules and Regulations or the other Condominium Documents, the Association may recoup monetary damages and/or levy rules violation charges and/or suspend voting rights, parking rights or other services. The Board of Directors may also initiate legal action for any remedy in law or in equity. None of the more specific penalties provided for in these Rules and Regulations or the other Condominium Documents are intended to restrict the more general rights of the Association. All remedies are cumulative and the selection of one by the Association does not preclude another.