



STATE OF GEORGIA
COUNTY OF FULTON

**DECLARATION OF CONDOMINIUM
FOR
788 WEST MIDTOWN, A CONDOMINIUM**

THIS DECLARATION is made on the date set forth below by 788 High Rise, LLC, a Delaware limited liability company (hereinafter referred to as "Declarant");

W I T N E S S E T H

WHEREAS, Declarant is the owner of that certain real property located in Fulton County, Georgia and is described in Exhibit "C" attached hereto and incorporated herein by this reference;

WHEREAS, a plat of survey for the Condominium prepared by Betterton Surveying & Design, Inc., dated November 18, 2020, was filed in Condominium Plat Book 27, Page(s) 78, et seq., Fulton County, Georgia records;

WHEREAS, floor plans for the Condominium prepared by Goode Van Slyke Architecture, dated September 1, 2020 were filed in Condominium Plat Book 77, Page 1, et seq., Fulton County, Georgia records;

WHEREAS, Declarant desires to subject the real property described in Exhibit "C" hereto, including the improvements thereof, to the provisions of this Declaration and to the Georgia Condominium Act; and

NOW, THEREFORE, Declarant hereby declares that the real property described in Exhibit "C" of this Declaration, including the improvements located and to be located thereon, is hereby submitted and made subject to the form of ownership set forth in the Georgia Condominium Act, and is hereby subjected to the provisions of this Declaration. By virtue of the recording of this Declaration, said property shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the provisions of the Georgia Condominium Act and the covenants, conditions, restrictions, easements, assessments, and liens set forth and/or described in this Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the real property subject to this Declaration, and shall be binding on all Persons having any right, title or interest in all or any portion of the real property subject to this Declaration, their respective heirs, legal representatives, successors, successors in title and assigns, and shall be for the benefit of all owners of the property subject to this Declaration.



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ARTICLE 1. NAME

The name of the condominium is 788 West Midtown, A Condominium (hereinafter sometimes called "788 West Midtown" or the "Condominium," as further defined herein), which Condominium is hereby submitted by Declarant to the Georgia Condominium Act, O.C.G.A. § 44-3-70, *et seq.*, as amended.

ARTICLE 2. DEFINITIONS

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

Section 2.1. "Act" shall mean the Georgia Condominium Act, O.C.G.A. § 44-3-70, *et seq.*, as such Act may be amended from time to time.

Section 2.2. "Additional Property" shall mean the real property described in Exhibit "H" to this Declaration that may, but shall not be required to be submitted to the Declaration of Condominium and made a part of the Condominium in accordance with this Declaration and the Act.

Section 2.3. "Amenities" shall mean any pool, clubroom and workout or gym facility.

Section 2.4. "Architectural Control Committee" or "ACC" shall mean the committee established to exercise the architectural review powers set forth in Article 13 hereof, which shall be the Board of Directors of the Association unless by resolution the Board appoints a separate Architectural Control Committee.

Section 2.5. "Area of Common Responsibility" shall mean and refer to the Common Elements, together with those areas, if any, which by the terms of this Declaration or by contract or agreement with any other Person, become the responsibility of the Association.

Section 2.6. "Areas of Insurance Responsibility" shall mean and refer to the following to be insured by the Association as provided in this Declaration and the Act including: (i) the Building (including, but not limited to, the Building structures, systems, base building and building shell improvements), conduits, pipes, leasehold or interior improvements, finishes (including walls, paint, wall coverings and floorings) and fixtures constituting or located on the Condominium Property or in any Unit from time to time, including, but not limited to, all such items as are shown on the construction plans used to obtain building permits for the Condominium, the Units or the leasehold or interior improvements and betterments therein, and (ii) all tangible personal property owned by the Association. In the event such construction drawings do not adequately or fully depict the nature of structures comprising a Unit, then upon request of the Board, the Owner of such Unit shall submit to the Board appropriate plans certified by a registered architect or engineer appropriately depicting such structures. In the event such construction drawings do not adequately or fully depict the nature of structures comprising a Common Element, then the Board may at its election obtain appropriate plans certified by a registered architect or engineer appropriately depicting such structures. Notwithstanding the foregoing, the term "Areas of Insurance Responsibility" shall not include interior improvements made to the Commercial Units, including, but not limited to, the improvements constituting the build out of the Commercial Units from a "white box" condition. These items, whether installed before or after the Effective Date of this Declaration, shall be deemed improvements made by Commercial Unit Owners (directly or indirectly through any Occupant of an Owner's Unit) that the Association may exclude from coverage as contemplated in O.C.G.A. § 44-3-107(a) (1) and the Association shall have no liability to any Person for not insuring said items. Each Commercial Unit Owner, on behalf of itself and its Permittees and their respective successors and assigns, covenants and agrees not to file any type of claim, suit or arbitration asserting the Association has any responsibility to insure the items described in Subsection (i) and (ii) above.



Section 2.7. "Articles" or "Articles of Incorporation" shall mean the Articles of Incorporation of 788 West Midtown Condominium Association, Inc., which have been filed with the Secretary of State of the State of Georgia.

Section 2.8. "Assessment Exemption Period" shall have the same meaning as set forth in Section 10.10 of this Declaration.

Section 2.9. "Association" shall mean 788 West Midtown Condominium Association, Inc., a Georgia nonprofit corporation, and its successors or assigns.

Section 2.10. "Board" or "Board of Directors" shall mean the board of directors of the Association, which shall be the body responsible for the management and operation of the Association.

Section 2.11. "Bylaws" shall mean the Bylaws of 788 West Midtown Condominium Association, Inc., attached to this Declaration as Exhibit "B" and incorporated herein by this reference.

Section 2.12. "Commercial Easement Areas" shall have the meaning set forth in Section 19.8 of this Declaration.

Section 2.13. "Commercial Limited Common Element" shall mean those Common Elements the use of which is reserved to a certain Commercial Unit or Commercial Units to the exclusion of all other Units, as specified in this Declaration. References in this Declaration to Common Elements also shall include all Commercial Limited Common Elements unless the context would prohibit or it is otherwise expressly provided. For the avoidance of doubt, the Owners of the Residential Units and their respective Permittees shall not have any right to use the Commercial Limited Common Elements other than the Commercial Parking Area, which the Owners of the Units and their guests shall have a right to use, on a paid basis along with others using the Commercial Parking Area on terms established by the Commercial Unit Owner.

Section 2.14. "Commercial Limited Common Expenses" shall mean any and all costs associated with, or relating to, the maintenance, insurance, repair, replacements, alteration and/or operation of the Commercial Limited Common Elements.

Section 2.15. "Commercial Unit Owner" or "Commercial Unit Owners" shall mean and refer to the Owner(s) of a Commercial Unit or the Commercial Units.

Section 2.16. "Commercial Parking Area" shall mean the parking spaces assigned as Limited Common Elements to the Commercial Unit, which the Owner of the Commercial Unit shall have a right to charge for the use thereof.

Section 2.17. "Commercial Unit" shall mean and refer to a Unit designated by the prefix "CU-" on the Survey or Floor Plans of the Condominium and which uses are intended for retail, office and/or commercial purposes permitted under the applicable zoning ordinance governing the Condominium. References in this Declaration to "Unit" shall include a Commercial Unit unless the context prohibits or it is otherwise expressly provided.

Section 2.18. "Common Elements" shall mean and collectively refer to those portions of the property subject to this Declaration, which are not included within the boundaries of a Unit, as more particularly described in Article 5 of this Declaration. References in this Declaration to Common Elements also shall include the Residential Limited Common Elements and the Commercial Limited Common Elements unless the context would prohibit or it is otherwise expressly provided.

Section 2.19. "Common Expenses" shall mean the expenses incurred or anticipated to be incurred by the Association for the general benefit of the Condominium including, but not limited to, those



expenses incurred for maintaining, repairing, replacing, and operating the Common Elements, and as required under the Reciprocal Easement Agreement.

Section 2.20. "Condominium" shall mean all the real property described in Exhibit "C" attached hereto and incorporated herein by this reference, submitted to the provisions of the Act by this Declaration.

Section 2.21. "Condominium Instruments" shall mean this Declaration and all exhibits to this Declaration, including the Bylaws of the Association, and the Survey and Floor P, as such documents may be supplemented or amended from time to time.

Section 2.22. "Declarant" shall mean 788 High Rise, LLC, a Delaware limited liability company, its respective successors-in-title and assigns and any other Person as further set forth in Section 44-3-71(13) of the Act, provided that such successors and/or assignee are designated in writing by Declarant as its successor-in-title and/or assign of the rights of Declarant set forth herein. The expiration of the Declarant Control Period shall not terminate or alter the status of the above-referenced entity and its successor-in-title and/or assign, as Declarant hereunder, or divest it of other rights specifically reserved to Declarant herein.

Section 2.23. "Declarant Control Period" shall mean the period of time during which the Declarant is authorized to appoint and remove the members of the Board of Directors as provided in Section 3.2 of the Bylaws.

Section 2.24. "Declarant's Easement Area" shall mean that certain area, as shown on the Floor Plans, that Declarant has the right to use exclusively for any purpose it deems appropriate as set forth in Article 19 hereof.

Section 2.25. "Electronic Document" shall mean information created, transmitted, received or stored by electronic means and retrievable in humanly perceivable form including, without limitation, e-mail, web pages, electronic documents, and facsimile transmissions.

Section 2.26. "Electronic Signature" shall mean a signature created, transmitted, received or stored by electronic means and includes, but is not limited to, a Secure Electronic Signature.

Section 2.27. "Eligible Mortgage Holder" shall mean those holders of first Mortgages secured by a lien on a Unit in the Condominium who have requested notice of certain items as set forth in this Declaration. Any mortgagee holding a mortgage on the Condominium as of the date of the recording of this Declaration shall automatically be deemed an Eligible Mortgage Holder.

Section 2.28. "Floor Plans" shall mean the floor plans for 788 West Midtown, a Condominium, filed in the condominium file cabinet of the Official Records.

Section 2.29. "Limited Common Elements" shall mean those portions of the Common Elements reserved for the exclusive use of those Persons entitled to occupy one (1) or more, but less than all of the Units, as more particularly set forth in this Declaration.

Section 2.30. "Maintenance Manual" shall mean those certain maintenance criteria, maintenance manuals, and warranty requirements for the building provided by Declarant to the Association in accordance with Article 17 hereof.

Section 2.31. "Majority" shall mean more than fifty percent (50%) of the total eligible number.

Section 2.32. "Mortgage" shall refer to any mortgage, deed to secure debt, deed of trust, or other transfer or conveyance for the purpose of securing the performance of an obligation including, but not limited to, a transfer or conveyance of fee title for such purpose.



Section 2.33. "Mortgagee" or "Mortgage Holder" shall mean the holder of any Mortgage.

Section 2.34. "Occupant" shall mean any Person (i) staying overnight in a Unit for a total of more than thirty (30) days, either consecutive or nonconsecutive, in any calendar year, regardless of whether such Person is a tenant or the Owner of such Unit, or (ii) regularly occupying a Commercial Unit for commercial or business purposes as an owner or employer of such business.

Section 2.35. "O.C.G.A." shall mean the Official Code of Georgia Annotated as may be amended from time to time.

Section 2.36. "Official Records" shall mean the official land records of the Clerk of the Superior Court of Fulton County, Georgia.

Section 2.37. "Owner" shall mean the record titleholder of a Unit within the Condominium, but shall not include a Person who is only a Mortgage Holder.

Section 2.38. "Person" shall mean any individual, corporation, firm, association, partnership, trust, or other legal entity.

Section 2.39. "Residential Unit" shall mean a Unit within the Condominium.

Section 2.40. "Secure Electronic Signature" shall mean an electronic or digital method executed or adopted by a Person with the intent to be bound by or to authenticate a record, which is unique to the Person using it, is capable of verification, is under the sole control of the Person using it, and is linked to data in such a manner that if the data is changed, the electronic signature is invalidated.

Section 2.41. "Survey" shall mean the plat of survey for 788 West Midtown, a Condominium filed in the condominium plat book of the Official Records.

Section 2.42. "Total Association Vote" shall mean all of the eligible votes attributed to members of the Association (including votes attributable to Declarant), and the consent of Declarant for so long as Declarant owns a Unit primarily for the purpose of sale.

Section 2.43. "Unit" shall mean that portion of the Condominium intended for individual ownership and use as more particularly described in this Declaration and shall include the undivided ownership in the Common Elements assigned to such Unit by this Declaration.

ARTICLE 3. LOCATION, PROPERTY DESCRIPTION, SURVEY AND FLOOR PLANS

The Condominium subject to this Declaration and the Act is located in Land Lot 100 of the 17th District of the City of Atlanta, Fulton County, Georgia, all as more particularly described in Exhibit "C" attached to this Declaration, which exhibit is specifically incorporated herein by this reference. The Survey and Floor Plans relating to the Condominium will be filed in the Official Records at the time the Condominium property is submitted to this Declaration. The Survey and Floor Plans are incorporated herein by reference as fully as if the same were set forth in their entirety herein.

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



ARTICLE 4. UNITS AND BOUNDARIES

The Condominium will be divided into two hundred seventy-nine (279) separate Residential Units and one (1) Commercial Unit for a total of two-hundred eighty (280) Units, Common Elements, some of which will be assigned as Limited Common Elements. Each Unit consists of a dwelling and its appurtenant percentage of undivided interest in the Common Elements. Each Unit shall be conveyed as a separately designated and legally described freehold estate subject to the Act and the Condominium Instruments. Each Unit includes that part of the structure, which lies within the following boundaries:

Section 4.1. Vertical Boundaries. The perimetrical or vertical boundaries of each Unit shall be as set forth below: 1) with respect to that portion of the Unit adjacent to the exterior wall of the Condominium building, the vertical planes formed by the outermost surface of the studs to which the exterior of the building abuts; 2) with respect to that portion of the Unit adjacent to the wall separating the Unit from the Common Element hallway, the centerline of the stud to which the sheetrock in the Unit is affixed; 3) with respect to that portion of the Unit adjacent to any party wall between Units, the centerline of the wall; and 4) with respect to that portion of the Unit adjacent to any shear wall, the innermost surface of any furring strip attached to the shear wall (i.e., closing to the shear wall) to which the sheetrock serving the Unit is affixed.

Section 4.2. Horizontal Boundaries. The lower horizontal boundary line of each Unit shall be the horizontal centerline of the concrete slab constituting the floor or sub-floor of each Unit. The upper horizontal boundary of each Unit shall be the horizontal centerline of the concrete slab constituting the floor or sub-floor of the Unit above, except for Units on the uppermost floor where the upper horizontal boundary shall be the lowermost surface of the roof joist or roof support.

Section 4.3. Additional Information to Interpret Unit Boundaries. Entry doors and exterior glass surfaces, including, but not limited to, windows and glass doors, serving the Unit shall be included within the boundaries of the Unit. Heating and air conditioning systems serving a single Unit (including any part of any such system located outside the boundaries of the Unit), all duct work for heating and air conditioning systems and appliances and plumbing fixtures within a Unit shall be part of the Unit.

If any chutes, flues, ducts, conduits, wires, pipes or other apparatus lies partially within and partially outside of the designated boundaries of the Unit, any portion thereof that serves only that Unit shall be deemed to be a part of that Unit, while any portions thereof which serve more than one (1) Unit or any portion of the Common Elements shall be deemed a part of the Common Elements.

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

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

ARTICLE 5. COMMON ELEMENTS

The Common Elements consist of all portions of the Condominium not located within the boundaries of a Unit, as shown on the Survey and the Floor Plans. The Common Elements include, without limitation, the following: certain utility infrastructures, fences, entry feature and lighting for same, paving, walls, retaining walls, the foundation, roof(s), roof deck(s), exterior walls of the building(s), detention pond, landscape areas, outside parking area and lighting for same, underground parking facility



and lighting for same, parking garages and lighting for same, mail area, stairs, hallways, lobby, elevators, elevator shafts, elevator lobbies, mechanical rooms, maintenance room, fire alarm control room, dumpster, trash bin, trash chutes, compactor, concierge desk, fitness facility, swimming pool, club/meeting room/business center, limited access gated entry system, and all other lighting in any Common Element of the building(s).

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

The Common Elements shall remain undivided, and no Owner or any other Person shall bring any action for partition or division of the whole or any part thereof except as provided in the Act. Except as provided for Limited Common Elements or as otherwise provided herein, each Owner and the Association may use the Common Elements for the purposes for which they are intended, but no such use shall enter or encroach upon the lawful rights of the other Owners.

ARTICLE 6. LIMITED COMMON ELEMENTS

Section 6.1. Limited Common Elements Identified. The Limited Common Elements located on the Condominium and the Unit(s) to which they are assigned are either set forth in this Article 6 or more specifically shown on the Survey and Floor Plans, and include, without limitation, the following:

(a) breezeways, entry foyers, hallways or each residential floor, corridors, and stairs serving more than one (1) but less than all Units, as shown on the Floor Plans, are assigned as Limited Common Elements to the Units that they serve;

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

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

(d) a Unit may be assigned one (1) or more parking spaces, which are shown on the Floor Plans as Limited Common Elements and/or assigned in Exhibit "D" attached hereto and incorporated herein by this reference. Parking spaces may be initially assigned or reassigned by amendment to this Declaration as provided in Section 6.2 and 6.3 below;

(e) a Unit may be assigned one (1) or more storage spaces, which are shown on the Floor Plans as Limited Common Elements. Storage spaces may be initially assigned or reassigned by amendment to this Declaration as provided in Section 6.2 and 6.3 below;

(f) any balcony attached to and serving only one (1) Unit is assigned as a Limited Common Element to the Unit to which it is attached and which it serves;

(g) each Unit is assigned one (1) mailbox or mail slot, to be initially assigned in the sole discretion of Declarant;

(h) the exterior of the Condominium beginning on the floor above the lobby and continuing up to the top of the building but excluding the roof (except for balconies assigned as Limited Common Elements to the Residential Units they serve) shall be a Limited Common Element to the Residential Units;



(i) the parking spaces assigned to a Commercial Unit shall be a Commercial Limited Common Element to the Commercial Unit it serves; and

(j) any flue or vent that is part of a fireplace in a penthouse Unit is assigned as a Limited Common Element to the Unit it serves.

Section 6.2. Board's Power to Assign and Reassign. The Board of Directors, without need for a membership vote, is hereby authorized to assign and to reassign Limited Common Elements and Common Elements not previously assigned, provided that any such assignment or reassignment shall be made in accordance with the provisions of Section 44-3-82(b) and (c) of the Act. A Common Element not previously assigned as a Limited Common Element may be so assigned and a Limited Common Element may be reassigned by the Board, without the need for a vote of the Association, upon written application to the Association by the Owner or Owners for whose exclusive use such Common Element is requested or whose use of the Limited Common Element previously assigned is directly affected. Upon such application, the Association shall prepare and execute an amendment to this Declaration assigning the Common Element as a Limited Common Element or reassigning the Limited Common Element, which amendment shall be executed by the Owner or Owners making such application. Such amendment shall be delivered and become effective as provided in Section 44-3-82 of the Act. For so long as Declarant owns a Unit primarily for the purpose of sale, an amendment to assign a Common Element, not previously assigned as a Limited Common Element shall be executed by the officers of the Association, if the request is made by Declarant. The Board has the right to approve or disapprove any such request made by any Person other than Declarant.

Section 6.3. Declarant's Sale of Parking Spaces, and Storage Spaces. For so long as Declarant owns any Unit primarily for the purpose of sale, Declarant shall have the right to sell to Owners one (1) or more parking spaces and storage spaces to be assigned as Limited Common Elements herein pursuant to subparagraphs (d) and (e) above. The proceeds of the sale of parking spaces and storage spaces as Limited Common Elements shall belong to Declarant.

Section 6.4. Commercial Limited Common Elements. Areas designated on the Floor Plans as Limited Common Elements Serving the Commercial Unit shall be Limited Common Elements to the Commercial Unit. In the event a Commercial Unit is divided into more than one Commercial Unit at the request of the Owner thereof, the amendment allowing such an amendment shall designate to which Commercial Unit each Commercial Limited Common Element shall be assigned. In the event no such designation is made in the amendment regarding particular Limited Common Elements, each such Limited Common Element shall serve each of the Commercial Units created as a result of dividing the Commercial Unit into more than one Commercial Unit. In addition, certain parking spaces are assigned as Limited Common Elements to the Commercial Unit as shown in Exhibit "D" entitled Parking Space Assignments.

ARTICLE 7. ASSOCIATION MEMBERSHIP AND ALLOCATION OF VOTES

All Owners, by virtue of their ownership of a fee or undivided fee interest in any Unit in the Condominium, excluding Persons holding such interest under a Mortgage, are members of the 788 West Midtown Condominium Association, Inc., and, except as otherwise provided herein or in the Bylaws, shall be entitled to vote on all matters upon which members of the Association are entitled to vote pursuant to this Declaration and in accordance with the Bylaws. Subject to the provisions of the Condominium Instruments, the Owner or collective Owners shall be entitled to one (1) **equally** weighted vote for such Unit.

ARTICLE 8. ASSOCIATION RIGHTS AND RESTRICTIONS

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



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

(b) to make and to enforce reasonable rules and regulations governing the use of the Condominium, including the Units, Limited Common Elements, and Common Elements;

(c) to enforce use restrictions, other Declaration and Bylaws provisions, and rules and regulations by the imposition of reasonable monetary fines and suspension of use and voting privileges as provided in Section 44-3-76 of the Act;

(d) to grant and accept permits, licenses, utility easements, leases, and other easements;

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

(f) to represent and act on behalf of the Owners in the event of damage or destruction as a result of casualty loss in accordance with the provisions of the Act and Article 12 of this Declaration;

(g) to represent and act on behalf of the Owners in the event of any loss resulting from condemnation or eminent domain in accordance with the provisions of the Act and Article 18 of this Declaration;

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

(i) to collect security deposits in reasonable amounts, as determined by the Board of Directors in its sole discretion, to protect against any damage to the Condominium, including, without limitation, damage resulting from: moving in or out of a Unit; the transportation and use of construction materials in the Condominium; and the alteration, modification, or addition to a Unit and any Limited Common Element appurtenant thereto. Costs for repair of such damage may be deductible from the security deposit and any additional expenses may be specifically assessed against the Unit under this Article;

(j) to approve contractors or subcontractors who have access to the Condominium for the purpose of making repairs or improvements to Units based on rules and regulations promulgated and adopted by the Board that may include, without limitation: financial stability of the contractors and/or subcontractors; history of compliance with the Condominium Instruments and rules and regulations of the Association; and other factors that may be reflective of quality and ability. The Board may also impose insurance requirements and collect other non-refundable fees for use of elevators and the trash receptacle;

(k) at the sole expense of the Association, without need for a membership vote, and without the consent of any affected Owner, to relocate any portion of the air conditioning, heating, plumbing, ventilating, exhaust or electrical system serving a particular Unit, provided that after such relocation, the



system serving the Unit functions at least as well and at no greater cost to the Owner as existed prior to the relocation;

(l) to close permanently or temporarily any portion of the Common Elements (excluding the Limited Common Elements, and any Common Elements the use of which is reasonably necessary for access to or from a Unit;

(m) to hire, contract with, employ, manage oversee and coordinate a concierge or concierge service and a parking attendant or valet parking service to assist all Owners and Occupants with personal services, including but not limited to obtaining tickets for events in the Atlanta metropolitan area, arranging limousine, taxi and airport transportation in the Atlanta area, coordinating maintenance and repairs to the interior of Units, arranging housekeeping for the interior of Units and accepting hand-delivered packages. All costs and expenses associated with specific concierge services provided to an Owner or Occupant shall be paid by such Owner or Occupant in accordance with the payment schedule established by the concierge service; and

(n) to enter into joint agreements and contracts with other Persons for the provision of services, including, without limitation, management, landscaping, porter, concierge, property monitoring services, and trash removal services.

NOTWITHSTANDING ANYTHING TO THE CONTRARY STATED HEREIN, THE ASSOCIATION SHALL NOT BE OBLIGATED TO TAKE ANY ACTION TO ENFORCE ANY COVENANT, USE RESTRICTION, OR RULE THAT THE BOARD, IN EXERCISE OF ITS BUSINESS JUDGMENT, DETERMINES IS OR IS LIKELY TO BE CONSTRUED AS INCONSISTENT WITH APPLICABLE LAW OR IN ANY CASE IN WHICH THE BOARD REASONABLY DETERMINES THAT THE ASSOCIATION'S POSITION IS NOT STRONG ENOUGH TO JUSTIFY TAKING SUCH ACTION. SUCH A DECISION SHALL NOT BE CONSTRUED A WAIVER OF THE RIGHT OF THE ASSOCIATION TO ENFORCE SUCH PROVISION AT A LATER TIME UNDER OTHER CIRCUMSTANCES OR ESTOP THE ASSOCIATION FROM ENFORCING ANY OTHER COVENANT, USE RESTRICTION OR RULE.

ARTICLE 9. ALLOCATION OF LIABILITY FOR COMMON EXPENSES

Section 9.1. General Assessment of Common Expenses

(a) Except as provided below or elsewhere in the Act or Condominium Instruments, the amount of all Common Expenses shall be assessed against all the Units in accordance with the percentage of undivided interest in the Common Elements appurtenant to the Unit.

(b) The Board of Directors shall have the power to assess specially pursuant to this Article and to Section 44-3-80(b) of the Act as, in its discretion, it shall deem appropriate. Failure of the Board of Directors to exercise its authority under this Article shall not be grounds for any action against the Association or the Board of Directors and shall not constitute a waiver of the Board's right to exercise its authority under this Article in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Article.

(i) Any Common Expenses benefiting less than all of the Units or significantly disproportionately benefiting all Units may be specially assessed equitably among all of the Unit that are benefited according to the benefit received. Utility charges, as provided in subparagraph (c), shall be specially assessed. Except for expenses for maintenance, repair or replacement of Limited Common Elements that may be specially assessed, expenses incurred for the maintenance, repair or replacement of the Area of Common Responsibility, shall not be specially assessed.



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

(c) The Condominium currently is served by a common water meter and gas meter. The Board shall have the authority to assess as a special assessment, as provided in subparagraph (b)(i) above, individual Unit utilities usage charges, based on either submetering or a "residential utility billing" system, including a right to add a charge for the cost of overhead for such services and/or to install separate utility meters for the Units. "Residential Utility Billing" systems base utility charges upon a Unit's square footage as a percentage of the total square footage of all Units of the Condominium and may include a factor based on Unit type. This is the system currently in place for water and gas service to the Condominium, although it may be replaced with a submetering system at a later date.

Section 9.2. Commercial Limited Common Expenses. The percentage of undivided interest in the Commercial Limited Common Elements and the percentage share of the Commercial Limited Common Expenses, appurtenant to each Commercial Unit, are as set forth on Exhibit "F" attached hereto.

ARTICLE 10. ASSESSMENTS

Section 10.1. Purpose of Assessment. The Association shall have the power to levy assessments as provided herein and in the Act. The assessments for Common Expenses provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and Occupants of Units in the Condominium as may be more specifically authorized from time to time by the Board.

Section 10.2. Creation of the Lien and Personal Obligation For Assessments Each Owner of any Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges; (ii) special assessments, such assessments to be established and collected as hereinafter provided; and (iii) specific assessments against any particular Unit that are established pursuant to the terms of this Declaration, including, but not limited to, reasonable fines imposed and/or established by the Board of Directors in accordance with the terms of this Declaration and/or the Act.

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

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors. Unless otherwise provided, the annual assessments shall be paid in equal monthly installments due on the first day of each calendar month. Except as otherwise provided in Section 10.10, no Owner may exempt him or herself from liability for or otherwise withhold payment of assessments for any reason whatsoever, including, but not limited to, nonuse of the Common Elements, nonuse of services provided by the Association or its agents, the Association's failure to perform its obligations required hereunder, or an inconvenience or discomfort arising from the Association's performance of its duties. The lien provided for herein shall have priority as provided in the Act. Notwithstanding anything to the contrary stated herein, except to the extent provided otherwise in this Article, Declarant shall have no obligation to fund budgetary deficits of the Association.

The Board of Directors shall have the right to: (i) not spend the full amount budgeted for any particular line item in the budget; (ii) spend more than what has been budgeted; and (iii) shift revenues within the budget from one line to another. Notwithstanding anything to the contrary stated herein, during the Declarant Control Period, Declarant or the Declarant appointed Board of Directors shall be authorized



to unilaterally adopt a new or revised budget to reflect costs that were not contemplated at the time the initial, estimated operating budget for the Association was developed, or to reflect unanticipated changes in the costs of a line item in such budget.

Section 10.3. Delinquent Assessments. All assessments and related charges not paid on or before the due date shall be delinquent, and the Owner shall be in default, as follows:

(a) If any monthly installment of annual assessments or any part thereof is not paid in full by the tenth (10th) day of the month or if any other charge is not paid within ten (10) days of the due date, a late charge equal to the greater of Ten Dollars (\$10) or ten percent (10%) of the amount not paid, or such higher amounts as may be authorized by the Act, may be imposed without further notice or warning to the delinquent Owner and interest at the rate of ten percent (10%) per annum or such higher rate as may be permitted by the Act shall accrue from the due date thereof;

(b) If part payment of assessments and related charges is made, the amount received may be applied first to costs and reasonable attorneys' fees actually incurred, then to late charges, then to interest, then to delinquent assessments, and then to current assessments;

(c) If assessments, fines or other charges or any part thereof due from an Owner remain delinquent and unpaid for a period greater than fifteen (15) days from the date due, a notice of delinquency may be given to that Owner stating that if the assessment, fine or charge remains delinquent for more than ten (10) days from the date of the notice of delinquency, the Board of Directors may accelerate and declare immediately due all of that Owner's unpaid installments of the annual assessment and of any special assessment without any further notice being given to the delinquent Owner. Upon acceleration, that Owner shall thereby lose the privilege of paying the annual assessment in monthly installments for that fiscal year;

(d) If assessments and other charges or any part thereof remain unpaid more than thirty (30) days after they become delinquent, the Association, acting through the Board, may institute suit to collect all amounts due pursuant to the provisions of this Declaration, the Bylaws, the Act and Georgia law, including reasonable attorneys' fees actually incurred, and suspend the Owner and/or Occupant's right to vote and/or use the Common Elements, including the right to bring or park vehicles on the Common Elements or have guests bring or park vehicles on the Common Elements. However, the Board may not limit pedestrian, medical, fire, police or other health, safety, service or emergency vehicle ingress or egress to or from the Unit or deny necessary parking of clearly and properly identified handicapped vehicles used by handicapped Owners or Occupants protected by the Fair Housing Amendments Act of 1988. Prior to suspending parking privileges, the Association shall provide the delinquent Owner or Occupant written notice of its intention to do so, sent by certified mail not less than ten (10) days prior to the date of such suspension; and

(e) If any assessment or other charge is delinquent for thirty (30) days or more, and the Association has obtained judgment(s) totaling more than Seven Hundred Fifty Dollars (\$750) against the Owner or encumbering the Unit, then, in addition to all other rights provided under Georgia law and herein, the Association shall have the right, in compliance with any requirements set forth in the Section 44-3-76 of the Act, to suspend water, electricity, gas, heat, air conditioning, cable or satellite television, internet access or other internet-based services, or any other or utility service to the Unit paid for as a Common Expense by the Association. Any costs incurred by the Association in discontinuing and/or reconnecting any utility or service, including reasonable attorneys' fees actually incurred, shall be an assessment against the Unit. The utility or service shall not be required to be restored until the judgment(s) is (are) paid in full, at which time the Association shall make arrangements for restoration of the utility or service. An Owner whose utility or service has been suspended hereunder shall not be entitled to use any such utility or service from any source, and any such unauthorized use shall be considered a theft of services under O.C.G.A. Section 16-8-5.

Notwithstanding the above, if cable television, satellite, or internet service or any other service not constituting a utility is provided by the Association as a Common Expense, that service may be



suspended upon ten (10) days written notice to the delinquent Owner, without obtaining any judgment against the Owner or encumbering the Unit. Enforcement under this subparagraph is not dependent upon or related to other restrictions and/or other actions.

Section 10.4. Computation of Operating Budget and Assessment. It shall be the duty of the Board at least twenty-one (21) days prior to the Association's annual meeting to prepare and deliver to each member a budget covering the estimated costs of operating the Condominium during the coming year and a notice of the assessments to be levied against each Unit for the following year. The budget and the assessment shall become effective unless disapproved at a duly called and constituted annual meeting of the Association by a vote of a Majority of the Total Association Vote; provided, however, if a quorum is not obtained at the annual meeting, the budget shall become effective even though a vote to disapprove the budget could not be called for at such meeting.

Notwithstanding the foregoing, in the event that the membership disapproves the proposed budget or the Board fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the current year shall continue for the succeeding year. In such case, the Board may propose a new budget at any time during the year at a special meeting of the Association. The proposed budget and assessment shall be delivered to the members at least twenty-one (21) days prior to the proposed effective date thereof and at least seven (7) days prior to the special meeting. The approval procedure set forth above for budgets considered at annual meetings shall also apply to budgets considered at special meetings.

Section 10.5. Special Assessments. In addition to the annual assessment provided for in this Article, the Board may, at any time, and in addition to any other rights it may have, levy a special assessment against all Owners, notice of which shall be sent to all Owners. Any special assessment (except as provided in Article 9 regarding the power to assess specially pursuant to Section 44 3 80(b) of the Act and Article 12 herein, regarding repair or reconstruction of casualty damage to, or destruction of, all or part of the Condominium) that would cause the average total of special assessments levied in one (1) fiscal year to exceed Five Hundred Dollars (\$500) per Unit or such higher amount as is authorized by the Act, shall be approved by a Majority of the Total Association Vote prior to becoming effective.

Section 10.6. Capital Reserve Budget and Contribution. The Board of Directors shall annually prepare a capital reserve budget that shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital reserve contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital reserve budget, with respect both to amount and timing by equal annual assessments over the period of the budget. The annual capital reserve contribution required, if any, shall be fixed by the Board and included within the budget and assessment as provided in Section 10.4. A copy of the capital reserve budget shall be distributed to each member in the same manner as the operating budget.

Notwithstanding any other provisions of this Declaration, during the Declarant Control Period Declarant shall not be required to prepare a capital reserve budget, set any other capital reserve contribution, or otherwise collect amounts for capital reserves.

Section 10.7. Statement of Account. Any Owner, Mortgagee, or a Person having executed a contract for the purchase of a Unit, or a lender considering a loan to be secured by a Unit, shall be entitled, upon written request, to a statement from the Association setting forth the amount of assessments due and unpaid, including any late charges, interest, fines, or other charges against a Unit. The Association shall respond in writing within five (5) business days of receipt of the request for a statement; provided, however, the Association may require the payment of a fee, not exceeding Ten Dollars (\$10), or such higher amount as may be authorized by the Act, as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Unit as of the date specified therein.



Section 10.8. Surplus Funds and Common Profits. Pursuant to Section 44-3-108 of the Act, common profits from whatever source shall be applied to the payment of Common Expenses. Any surplus funds remaining after the application of such common profits to the payment of Common Expenses shall, at the option of the Board of Directors, either be distributed to the Owners or credited to the next assessment chargeable to the Owners in proportion to the liability for Common Expenses attributable to each Unit, or added to the Association's capital reserve account as set forth in this Article.

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

Section 10.9. Working Capital Fund. Declarant, on behalf of the Association, shall establish a working capital fund to meet unforeseen Association expenditures, to purchase any additional equipment or services for the Association, or to pay for capital improvements. A non-refundable contribution to the working capital fund of the Association shall be paid by the purchaser of a Unit at the closing of each sale or resale of a Unit in the amount of two (2) months of the general assessment to be charged to such Unit. During the Declarant Control Period, the working capital funds shall be deposited into a separate reserve account and shall not be used to pay for Common Expenses except as permitted in Section 44-3-80 of the Act. Notwithstanding anything to the contrary herein, the contribution to the working capital fund shall not be due from: (i) any grantee who is the spouse or former spouse of the grantor; (ii) any grantee that is a wholly-owned entity of the grantor; (iii) any grantee to whom a Unit is conveyed by a will or through the law of intestacy; or (iv) any grantee of a Unit who obtains title pursuant to judicial or nonjudicial foreclosure of any first Mortgage of record or secondary purchase money Mortgage of record (provided that neither the grantee nor any successor grantee on the Mortgage is the seller of the Unit).

Section 10.10. Assessment Exemption Period. Notwithstanding anything to the contrary stated herein, Declarant shall be excused from the payment of assessments to the extent permitted by the Act for a period (the "Assessment Exemption Period") commencing on the date the Declaration is recorded in the Official Records and ending on the following date, whichever occurs first: (i) the date being twenty-four (24) months after the date this Declaration was recorded in the Official Records; (ii) the date being the latest date permitted in the Act; (iii) the date determined by Declarant, as provided in a written notice to the Association; or (iv) upon the date Declarant does not own any unoccupied Unit in the Condominium. During the Assessment Exemption Period, as to the portion of assessments assessed pursuant to Section 44-3-80(c) of the Act, the Declarant shall pay such Common Expenses incurred by the Association during the Assessment Exemption Period that exceed the amounts assessed against other Owners.

Additionally, during the Assessment Exemption Period: (i) no capital contributions, start-up funds, initiation fees, or contributions to capital reserve accounts that are receivable from Unit purchasers or Owners and payable to the Association at closing may be used for payment of Common Expenses; (ii) no portion of the payment of assessments collected from Owners intended to be utilized for reserves for deferred maintenance, reserves for depreciation, or other reserves, as shown on the operating budget for the Condominium may be used for payment of Common Expenses; and (iii) no prepayments of assessments made by Owners shall be used for the payment of Common Expenses prior to the time the assessments would otherwise be due.

ARTICLE 11. INSURANCE

The Association, acting through its Board of Directors, shall obtain and maintain at all times, as a Common Expense, insurance as required by Section 44-3-107 of the Act, and as required herein, and as determined by the Board of Directors with regards to both limits of insurance and coverage. In



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

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

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

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

Section 11.1. Blanket Hazard Insurance. The Board of Directors shall utilize commercially reasonable efforts to secure a blanket hazard insurance policy providing "special perils" coverage in an amount equal to full replacement cost, before application of deductibles, of all structures located on the Condominium as required by Section 44-3-107 of the Act. If "special perils" coverage is not reasonably available at reasonable cost, the Board shall obtain, at a minimum, fire and extended coverage, including coverage for vandalism and malicious mischief, in like amounts. The Board shall use commercially reasonable efforts to obtain policies that will provide the following:

(a) For any of the following that are not named as insureds the insurer waives its rights of subrogation of any claims against directors, officers, the managing agent, the individual Owners, Occupants, and their respective household members;

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

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

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

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



Section 11.2. Licensing of Company. All policies of insurance shall be written with a company licensed to do business in the State of Georgia. The company shall provide insurance certificates to each Owner and each Mortgagee upon request.

Section 11.3. Power of the Board to Adjust Losses. Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Board of Directors; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

Section 11.4. No Contribution. In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by individual Owners or their Mortgagees. Each Owner shall notify the Board of Directors of all structural improvements made by the Owner to his, her or its Unit. Any Owner who obtains an individual insurance policy covering any portion of the Condominium, other than improvements and betterments made by such Owner at his, her or its expense and personal property belonging to such Owner, shall file a copy of such individual policy or policies with the Board of Directors within thirty (30) days after the purchase of such insurance. Such Owner shall also promptly notify, in writing, the Board of Directors in the event such policy is cancelled.

Section 11.5. Insurance Requirements for Commercial Unit Owners.

(a) Establishments Serving Alcohol. Any Occupant of any portion of a Commercial Unit that operates a business that serves alcoholic beverages for consumption on or off the Condominium Property to members of the public shall keep in force at all times a liquor liability insurance policy issued by responsible insurance companies licensed to do business in the State of Georgia as will fully protect the Association, the Board and officers of the Association from and against claims of any and all persons for personal injury, death or property damage or loss incurring in connection with the operation of such business. Such insurance shall have limits for bodily injury to or personal injury to or death of any person with the following limits: (i) general aggregate (other than products/completed operations) in an amount of not less than Two Million Dollars (\$2,000,000); (ii) products/completed operations in an amount of not less than Two Million Dollars (\$2,000,000); (iii) each occurrence in an amount of not less than One Million Dollars (\$1,000,000); (iv) personal and advertising injury in an amount of not less than One Million Dollars (\$1,000,000); (v) hire/non-owned auto in an amount of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage; and (vi) worker's compensation insurance with statutory limits, (vii) employer's liability in an amount of not less than One Million Dollars (\$1,000,000), and (viii) umbrella liability insurance on a follow form policy in an amount of not less than Five Million Dollars (\$5,000,000).

(b) Other Insurance. Each Commercial Unit Owner shall be obligated to obtain and maintain at all times the following insurance coverage:

(i) property insurance coverage in an amount equal to the lesser amount of: (A) the value of improvements to the Commercial Unit; or (B) Two Million Dollars (\$2,000,000), naming the Association as an additional insured; and

(ii) commercial general liability insurance naming the Association as an additional insured with the following limits for bodily injury to or personal injury to or death of any person: (A) general aggregate (other than products/completed operations) in an amount of not less than Two Million Dollars (\$2,000,000); (B) products/completed operations in an amount of not less than Two Million Dollars (\$2,000,000); (C) each occurrence in an amount of not less than One Million Dollars (\$1,000,000); and (D) personal injury in an amount of not less than One Million Dollars (\$1,000,000).

The minimum amounts of this insurance cannot be raised by the Association.



Section 11.6. Additional Insurance. In addition to the insurance required hereinabove, the Board shall obtain as a Common Expense:

(a) workers' compensation insurance if and to the extent necessary to meet the requirements of law;

(b) public liability insurance in amounts no less than required by Section 44-3-107 of the Act, and officers and directors' liability insurance in such amounts as the Board may determine. The public liability insurance shall contain a cross liability endorsement;

(c) if reasonably available, fidelity bonds or employee dishonesty insurance, covering officers, directors, employees, and other Persons who handle or are responsible for handling Association funds. Such bonds or insurance, if reasonably available, shall be in an amount consistent with the best business judgment of the Board of Directors, but in no event less than three (3) months assessments plus a reasonable amount to cover all or a reasonable portion of reserve funds in the custody of the Association at any time during the term of the bond; provided, however, fidelity coverage herein required may be reduced based on the implementation of financial controls that take one (1) or more of the following forms: (a) the Association or management company, if any, maintains a separate bank account for the working account and the reserve account, each with appropriate access controls and the bank in which funds are deposited sends copies of the monthly bank statements directly to the Association; (b) the management company, if any, maintains separate records and bank accounts for each association that uses its services and the management company does not have the authority to draw checks on, or to transfer funds from, the Association's reserve account; or (c) two (2) members of the Board of Directors must sign any checks written on the reserve account; and

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

Section 11.7. Survey and Floor Plans Control. Insurance carried by the Association as a Common Expense shall not be required to include: (i) any part of a Unit that is not depicted on the original Survey and Floor Plans; or (ii) any part of a Unit that was not included as part of the collateral for the initial loan made for the initial purchase of the Unit, nor shall the Association include public liability insurance for individual Owners for liability arising within the Unit.

Section 11.8. No Priority Over First Mortgagees. Nothing contained herein gives any Owner or other party a priority over any rights of first Mortgagees as to distribution of insurance proceeds. Any insurance proceeds payable to the Owner of a Unit on which there is a Mortgagee endorsement shall be disbursed jointly to such Owner and the Mortgagee. This is a covenant for the benefit of any such Mortgagee and may be enforced by any such Mortgagee.

Section 11.9. Owners' Insurance Responsibilities. Every Owner shall be obligated to obtain and maintain at all times insurance covering those portions of his, her or its Unit to the extent not insured by policies maintained by the Association. Upon request by the Board, the Owner shall furnish a copy of such insurance policy or policies to the Association. In the event that any such Owner fails to obtain insurance as required by this Section, the Association may purchase such insurance on behalf of the Owner and assess the cost thereof to the Owner, to be collected in the manner provided for collection of assessments under Article 10 hereof.

Section 11.10. Insurance Deductibles. In the event of an insured loss, any required deductible shall be considered a maintenance expense to be paid by the Person or Persons who would be responsible for such loss in the absence of insurance. If the loss affects more than one (1) Unit or a Unit and the Common Elements, the cost of the deductible may be apportioned equitably by the Board among the parties suffering loss in proportion to each affected owner's portion of the total cost of repair.



Notwithstanding the foregoing, if the insurance policy provides that the deductible will apply to each Unit separately or to each occurrence, each Owner shall be responsible for paying the deductible pertaining to his, her or its Unit, if any. If any Owner or Owners fail to pay the deductible when required under this Section, then the Association may pay the deductible and assess the cost to the Owner or Owners pursuant to Article 9 of this Declaration; provided, however, where the deductible is for insurance required under the Act, no Owner shall be assigned more than Two Thousand Five Hundred Dollars (\$2,500) per property loss, or such higher amount as authorized by the Act.

Section 11.11. Payment of Claims to Delinquent Owners. Notwithstanding anything to the contrary herein, in the event of an insured loss under the Association's master hazard insurance policy for which the Association receives from the insurer payment for a loss sustained by an Owner who is delinquent in the payment of assessments owed to the Association under Article 10 hereof, then the Association may retain and apply such proceeds to the delinquency. Any surplus remaining after application of the proceeds to any delinquency shall be paid by the Association to the affected Owner.

Section 11.12. Coverage by Unit Owner. The insurance purchased by the Association shall not cover claims against an Owner due to accidents occurring within his, her or its Unit, nor casualty or theft losses to the contents of an Owner's Unit or Limited Common Elements. It shall be the obligation of the individual Owners, if such Owner so desires, to purchase and pay for insurance as to all such other risks not covered by the insurance carried by the Association.

ARTICLE 12. REPAIR AND RECONSTRUCTION

In the event of damage to or destruction of all or any part of the Condominium as a result of fire or other casualty, unless provided otherwise in this Declaration, the Board of Directors or its duly authorized agent shall arrange for and supervise the prompt repair and restoration of the structure. In the event of substantial damage or destruction, each holder of a first Mortgage shall be entitled to written notice of the damage, and nothing in the Condominium Instruments shall be construed to afford a priority to any Owner with respect to the distribution of proceeds to any such Unit.

Section 12.1. Cost Estimates. As soon as is reasonably possible after a fire or other casualty causing damage to the Condominium, the Board of Directors shall obtain reliable and detailed estimates of the cost of repairing and restoring the structures (including any damaged Unit) to substantially the condition that existed before such casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. Such costs may also include professional fees and premiums for such bonds or insurance as the Board of Directors determines to be necessary.

Section 12.2. Source and Allocation of Proceeds. If the proceeds of insurance that the Association is required to obtain as provided in Article 11 hereof are not sufficient to defray the costs of reconstruction and repair as determined by the Board of Directors, the additional costs shall be assessed in accordance with the percentage of undivided interest in the Common Elements appurtenant to the Unit as set forth in Exhibit "F", attached hereto and incorporated herein by this reference; provided, however if such the Association has obtained insurance as provided in Article 11 and the proceeds are not sufficient to defray the costs of reconstruction and repair of a Unit such cost shall be assessed against the Owner(s) of the Unit(s) damaged in proportion to the damage to the Units. These assessments shall not be considered a special assessment as discussed in Article 10 hereof. If there are surplus funds after repair and reconstruction is completed, such funds shall be common funds of the Association to be used as directed by the Board of Directors.

Section 12.3. Floor Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the Floor Plans and specifications under which the Condominium was originally constructed to include fixtures initially installed by Declarant, but not any improvements or additions (including wall coverings and fixtures) made by or on behalf of any Owner, except where changes are necessary to comply with current applicable building codes or where improvements not in accordance with the original Floor Plans and specifications were approved by the Board of Directors. To



the extent insurance proceeds are available, the Association may reconstruct or repair Owner improvements damaged as a result of fire or other casualty.

Section 12.4. Encroachments. Encroachments upon or in favor of Units that may be created as a result of such reconstruction or repair shall not constitute a claim or basis for any proceeding or action by the Owner upon whose property such encroachment exists, provided that such reconstruction was substantially in accordance with the architectural plans under which the Condominium was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the reconstructed building(s) shall stand.

Section 12.5. Construction Fund. The net proceeds of the insurance collected on account of a casualty and the funds collected by the Association from assessments against Owners on account of such casualty shall constitute a construction fund that shall be disbursed in payment of the cost of reconstruction and repair in the manner set forth in this Article to be disbursed by the Association in appropriate progress payments to such contractor(s), supplier(s), and personnel performing the work or supplying materials or services for the repair and reconstruction of the structures as are designated by the Board of Directors.

ARTICLE 13. ARCHITECTURAL CONTROLS

Section 13.1. During Declarant Control. Except as specifically authorized by this Article, during the Declarant Control Period there shall be no Architectural Control Committee and all encroachments onto the Common Elements or Limited Common Elements, exterior change, alteration or construction (including painting and landscaping), and any erection, placement or posting of any object, sign, clothesline, speaker, playground equipment, light, fountain, personalized or customized exterior door mat, or thing on the exterior or roof(s) of the building(s), in any windows (except window treatments as provided herein), or on any Limited Common Elements or any Common Elements, must receive the prior written approval of Declarant. However, the following items shall be allowed:

- (a) a mezuzah or comparable religious symbol not larger than three inches (3") in width and nine inches (9") in height may be posted on the doorframe of the Unit; and
- (b) reasonable seasonal decorative lights may be displayed between Thanksgiving and January 15.

Granting or withholding such approval shall be within the sole discretion of Declarant. All references in the Condominium Instruments to the Architectural Control Committee or ACC shall refer to Declarant during the Declarant Control Period. Notwithstanding anything to the contrary stated herein, the initial improvements constructed on the Condominium and all architectural modifications thereto that are made by Declarant shall not be subject to approval pursuant to this Article.

Section 13.2. After Declarant Control. After expiration of the Declarant Control Period, an Architectural Control Committee may be appointed by the Board of Directors and no Owner, Occupant, or any other Person may make any encroachment onto the Common Elements or Limited Common Elements, or make any exterior change, addition, alteration, or construction (including painting and landscaping), nor erect, place or post any object, sign, clothesline, speaker, playground equipment, light, fountain, flag, personalized or customized exterior door mat, or thing on the exterior or roof(s) of the building(s), in any windows (except window treatments as provided herein), on any Limited Common Elements, or on any other Common Elements, without first obtaining the written approval of the ACC. However, the following items shall be allowed:

- (a) a mezuzah or comparable religious symbol not larger than three inches (3") in width and nine inches (9") in height may be posted on the doorframe of the Unit; and



(b) reasonable seasonal decorative lights may be displayed between Thanksgiving and January 15.

The standard for approval of such improvements shall include, but not be limited to, aesthetic consideration, materials to be used, harmony with the external design of the existing buildings, Units and structures, the location in relation to surrounding structures and topography, and the impact of such approval, if any, on the increase or decrease of sounds and vibrations between the Units and between the Units and the Common Elements. Notwithstanding the foregoing, Declarant shall not be required to obtain any approvals under this Article for so long as Declarant shall own a Unit for sale. Notwithstanding any provision to the contrary contained herein, neither the Board of Directors, the Architectural Control Committee nor any other person or body (other than the Declarant during the period of Declarant control) shall have any authority to review any change, alteration or construction, including painting, except for changes, modifications and alterations which extend onto the Common Elements.

Section 13.3. National Flags. Notwithstanding anything to the contrary herein, an Owner may display one (1) national flag of the United States not exceeding twelve (12) square feet in size on a flag holder located on each balcony assigned exclusively as a Limited Common Element to a Unit. No flag holder shall be affixed to the exterior façade of a building. No flag shall hang over or otherwise protrude outside of the vertical plane formed by the exterior surface of the balcony wall. No flag shall be displayed in a manner inconsistent with any provision of the Freedom to Display the American Flag Act of 2005, or any applicable law. By taking title to a Unit, all Owners agree and acknowledge that the Board, on behalf of the Association, has a substantial interest in protecting the aesthetic appearance of the Condominium and therefore may adopt additional reasonable restrictions pertaining to the time, place, or manner of displaying the flag of the United States.

Section 13.4. Signs. Except as may be provided for herein or as may be required by legal proceedings, and except for signs that may be erected by Declarant related to the development and sale of Units, no signs, advertising posters, flyers, political placards or billboards of any kind shall be erected, placed, or permitted to remain on the Condominium without the prior written consent of the Board or its designee.

Section 13.5. Alteration of Units. Subject to the other provisions of this Declaration, alterations to the interiors of Units, relocation of the boundaries between adjoining Units, and subdivision of Units are subject to the following restrictions:

(a) Alterations to the Interiors of the Units. Except as provided herein, no Owner or Occupant may make any alteration within a Unit which involves connecting to Common Element pipes, lines, conduits and/or other apparatus for access to common utilities without prior written ACC approval (including, but not limited to modifying connection of washers and dryers). Except as provided herein, no Owner or Occupant shall make any interior modifications to or place an excessive load on any structural or load bearing portions of a Unit without first obtaining the prior written approval of the ACC. Such approval shall not be granted by the ACC unless the Owner has presented to the ACC a report or drawing prepared by a licensed structural engineer showing that compensating measures will be taken to ensure the structural integrity of the Unit and the Condominium. All building code requirements must be complied with and necessary permits and approvals secured for any modifications. No Owner or Occupant shall drill any hole in, or remove any portion of the concrete slab constituting the floor and ceiling of the Units without first confirming through x-rays or other similar testing conducted by a licensed structural engineer in Georgia that such work will not cut or damage the post tension concrete slabs.

Notwithstanding the above, if any Owner acquires an adjoining Unit, such Owner shall have the right (subject to the prior written approval of the Mortgagees of the Units involved) to remove all or any part of any intervening partition or to create doorways or other apertures therein, notwithstanding the fact that such partition may, in whole or part, be part of the Common Elements for so long as no portion of any structural or load bearing portions of the Unit(s) are materially weakened or removed and the ACC has approved the plans described above and no portion of any Common Elements is damaged, destroyed or endangered, other than that partition and any chutes, flues, ducts, conduits, wires or other apparatus



contained therein which shall be relocated by such Owner if such facilities serve any other part of the Condominium. Notwithstanding the above, Declarant shall not be required to obtain any approvals under this Article. The alterations permitted in this Article shall not be deemed an alteration or relocation of boundaries between adjoining Units as defined in Section 44-3-91 of the Act.

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

(c) Subdivision of Units. No Residential Unit shall be subdivided into a smaller Unit or Units. A Commercial Unit may be subdivided into smaller Units provided that no Commercial Unit shall be smaller than 1,300 square feet.

Section 13.6. Incorporation of Limited Common Elements. A foyer, hall or corridor shown as a Limited Common Element on the Floor Plans that leads exclusively to one (1) Unit or to multiple Units owned or under the control of the same Owner may be incorporated into the Unit or Units by the Owner thereof upon the written approval of the ACC in accordance with the terms of this Article. The term "incorporated into the Unit" shall mean that access to that portion of the foyer, hall or corridor leading exclusively to the Unit or Units may be restricted to the Owner thereof through the construction of a physical partition, and access to the physical boundaries between the Limited Common Element and the Unit may be altered, removed or relocated by the Owner thereof.

In no event shall the incorporation of a foyer, hall or corridor alter its character as a Limited Common Element, or in any way result in said foyer, hall or corridor being deemed part of the Unit or Units.

As a condition of any approval of such an incorporation, the Owner shall agree not to connect, tie into or use any Common Element utility or utility serving another Unit that might be located in that portion of the Limited Common Element hall, foyer or corridor being incorporated into the Unit. Notwithstanding any provision to the contrary, the Owner further agrees to assume the complete maintenance responsibility for the newly enclosed portions of the Limited Common Elements during any period in which the Limited Common Element is enclosed.

Notwithstanding any provision to the contrary contained herein, the ACC shall approve a request to incorporate a foyer, hall or corridor Limited Common Element into a Unit or Units upon the Owner giving evidence in his, her or its application to the ACC that: the application is made and signed by the Owner or Owners of all affected Units;

(a) the incorporation is only of that part of the foyer, hall or corridor leading exclusively to Unit or Units owned or under the control of the Owner;

(b) the exterior portion of any new partition between the incorporated portion of the Limited Common Elements and the remainder of the Limited Common Elements or the Common Elements will be constructed in a manner reasonably consistent with the remainder of the Limited Common Elements or Common Elements in terms of color, building materials used and architectural style;

(c) the removal, alteration or modification of the physical boundaries between the Unit or Units and the Limited Common Elements will not negatively impact or materially impair the structural integrity of the Unit or any other portion of the Condominium; and

(d) the incorporation will not violate the requirements of the City of Atlanta Fire Ordinance or other similar law for the Condominium.



Section 13.7. Applications. Applications for approval of any such architectural modification shall be in writing and shall provide such information as the ACC may reasonably require, including, but not limited to, the name, address, and phone number of any contractor or sub-contractor that will be performing work on the Unit, and copies of all permits required under the laws and regulations of the appropriate jurisdiction. Once an application and all required information is received by the ACC, the ACC shall stamp the application as being complete and shall then forward to the applicant a written notice of application completion (the "Notice of Application Completion"). The ACC shall be the sole arbiter of such application and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction that is not in conformance with approved plans. The Board or ACC may publish written architectural standards for exterior and Common Element alterations or additions, and any request in substantial compliance therewith shall be approved; provided, however, each such requested change shall be in harmony with the external design of the existing buildings and Units and the location in relation to surrounding structures and topography of the vicinity.

In the event that the ACC fails to approve or to disapprove such application within forty-five (45) days after the date of the Notice of Application Completion, ACC approval will not be required and this Article will be deemed complied with; provided, however, even if the requirements of this Article are satisfied, nothing herein shall authorize anyone to construct or maintain any structure or improvement that is otherwise in violation of this Declaration, the Bylaws, or the rules and regulations of the Association.

Notwithstanding any provision to the contrary contained herein, balcony enclosures shall not be permitted, any request for a balcony enclosure shall be deemed disapproved and no further notice of disapproval shall need to be sent to the applicant.

Section 13.8. Appeal. In the event that the ACC or its designated representative disapproves any application or part thereof, an Owner shall have the right to appeal the ACC's decision to the Board of Directors. The Board shall rule on the appeal within forty-five (45) days of receiving written notice requesting an appeal from the Owner. In ruling on the appeal, the Board shall consider all relevant materials presented to it by either the Owner or the ACC, the decision of the ACC, and the application of the Owner to the ACC. The Board of Directors shall have the final authority to approve, disapprove, or conditionally approve or disapprove the application of the Owner. If the Board does not receive written notice from the Owner by certified mail requesting an appeal within fourteen (14) days from the date of the ACC's notice to the Owner of its decision, the decision of the ACC shall become final and all rights of appeal shall terminate and thereafter be void.

Section 13.9. Encroachments onto Common Elements. The ACC may, subject to this Article, permit Owners to make encroachments onto the Common Elements as it deems acceptable in its sole and absolute discretion.

Section 13.10. Condition of Approval. As a condition of approval for a requested architectural change, modification, addition, or alteration, an Owner, on behalf of him or herself and his, her or its successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement and insurance of such change, modification, addition, or alteration, unless otherwise agreed to in writing by the ACC. In the discretion of the Board or ACC, an Owner may be made to verify such condition of approval by written instrument in recordable form acknowledged by such Owner on behalf of him or herself and all successors-in-interest. It is the responsibility of every Owner of a Unit to determine for him or herself what architectural modifications have been made to his, her or its Unit by any predecessor-in-interest.

Section 13.11. Limitation of Liability. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only, and the Declarant, the Association, the Board of Directors, the ACC, and the members of any of the foregoing, shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, or for ensuring compliance with building codes and other governmental requirements. In addition, Declarant, the Association, the Board of Directors, the ACC, and the members of any of the foregoing shall not be held liable for any injury, damages or loss arising out of the manner or quality of approved construction on, or modifications to, any Unit.



Section 13.12. No Waiver of Future Approvals. Each Owner acknowledges that the members of the Board of Directors and ACC will change from time to time and that interpretation, application and enforcement of the architectural standards may vary accordingly. Each Owner further acknowledges that the Board of Directors and ACC may adopt different architectural standards for different parts of the Condominium, based on street visibility and location of the proposed modification in the building. The approval of either the Board of Directors or the ACC of any proposals, plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Board of Directors, or the ACC shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

Section 13.13. Enforcement. Any construction, alteration, or other work done in violation of this Article shall be deemed to be nonconforming. Upon written request from the Board or the ACC, Owners shall, at their own cost and expense, remove such construction, alteration, or other work and shall restore the property to substantially the same condition as existed prior to the construction, alteration, or other work. Should an Owner fail to remove and restore as required hereunder, the Board or its designees shall have the right to enter the property, Limited Common Element or Unit, remove the violation and restore the property, Limited Common Element or Unit, as the case may be, to substantially the same condition as existed prior to the construction, alteration or other work. All costs thereof, including reasonable attorneys' fees actually incurred, shall be an assessment and lien against such Owners' Unit and collected as an assessment pursuant to this Declaration.

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

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

Section 13.14. Commencement of Construction. All changes, modifications and improvements approved by the ACC hereunder must be commenced within six (6) months from the date of approval. If not commenced within six (6) months from the date of such approval, then such approval shall be deemed automatically revoked by the ACC, unless the ACC gives a written extension for commencing the work. All work approved by the ACC hereunder shall be completed in its entirety within ninety (90) days from the date of commencement, unless otherwise agreed in writing by the ACC. All approved changes, modifications, and improvements must be completed in their entirety. An Owner may not construct only a portion or part of an approved change, modification, or improvement.

Section 13.15. Replacing Carpet with Tile or Hardwood Floors. Other than Declarant, no Owner, Occupant, or any other Person may replace carpeting, if any, with a tile, marble, vinyl, hardwood floor, or other hard surfaced flooring material, on the interior floor of a Unit that is located immediately above another Unit without first obtaining written approval of Declarant or the Architectural Control Committee, as applicable, as set forth in Article 13. Among other factors, Declarant or the Architectural Control Committee, as applicable, may consider whether the change will cause noise to any Unit below that will exceed the average noise level in Units below Units with carpeted floors and that the weight of such proposed flooring is appropriate and will not cause problems to the structure or subflooring.

The Owner applying for such approval shall provide Declarant or the Architectural Control Committee, as applicable, with information regarding these factors, as well as other information requested by Declarant or the Architectural Control Committee regarding the proposed flooring and its effect; provided, however, the noise level requirements shall be considered to be met if the Owner provides a



sound transmission test that the proposed flooring will create a noise level less than a standard level set by reasonable regulation of Declarant or the Architectural Control Committee, as applicable. Notwithstanding anything to the contrary stated herein, at least sixty percent (60%) of each room within a Unit located above another Unit (excluding the kitchen and bathrooms) shall have area rugs or carpet unless the flooring is sound proofed so as not to exceed the noise level in Units with carpeted floors.

ARTICLE 14. USE RESTRICTIONS

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

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

Section 14.1. Use of Units. Each Residential Unit shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Residential Unit or any part of the Condominium, except that the Owner or Occupant residing in a Unit may conduct ancillary business activities within the Unit so long as, in the opinion of the Board of Directors:

- (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside of the Unit;
- (b) the business activity does not involve visitation of the Unit by non-domestic employees, clients, customers, suppliers or other business invitees;
- (c) the business activity is legal and conforms to all zoning requirements for the Condominium;
- (d) the business activity does not increase traffic in the Condominium in excess of what would normally be expected for residential Units in the Condominium without business activity (other than by a reasonable number of deliveries, as may be determined in the sole discretion of the Board of Directors, by couriers, express mail carriers, parcel delivery services and other such similar delivery services);
- (e) the business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the Association's ability to obtain insurance coverage;
- (f) the business activity is consistent with the residential character of the Condominium and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Condominium, as determined in the Board's sole and absolute discretion; and
- (g) the business activity does not result in a materially greater use of the Common Elements or Association services.

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



profit; or (iii) a license is required therefor. Notwithstanding the above, the use of a Unit by an on site management agent operating on behalf of the Association shall not be considered a trade or business within the meaning of this Article.

Section 14.2. Number of Occupants. The maximum number of Occupants in a **Residential** Unit shall be limited to two (2) people per bedroom in the Unit, (as such bedrooms are depicted on the original Survey and Floor Plans filed in the Official Records). For the purposes of this Article, efficiency and studio-type Units shall constitute a one (1) bedroom Unit.

If an Owner of a Unit is a corporation, partnership, trust or other legal entity not being a natural person, the entity shall designate in writing to the Board the name(s) of the person(s) who will occupy the Unit. The designated Person(s) to occupy the Unit may not be changed more frequently than once every twelve (12) months without the express written consent of the Board as may be determined in the sole discretion of the Board of Directors.

Section 14.3. Outbuildings. No structure of a temporary character, trailer, tent, shack, carport, garage, barn or other outbuilding shall be erected by any Owner or Occupant, other than Declarant, on any portion of the Condominium, at any time, either temporarily or permanently, without the prior written approval of the Board.

Section 14.4. Use of Common Elements Including Amenities. There shall be no obstruction of the Common Elements, nor shall anything be kept on, parked on, stored on or removed from any part of the Common Elements without the prior written consent of the Board, except as specifically provided herein. All Owners and Occupants are prohibited from using the detention pond area for any recreational purpose. With prior written Board approval, and subject to any restrictions imposed by the Board (including restrictions limiting the hours of operation), an Owner may reserve portions of the Common Elements for use for a period of time as set by the Board. Any such Owner who reserves a portion of the Common Elements as provided herein shall assume, on behalf of such Owner and his, her or its guests, Occupants and family, all risks associated with the use of the Common Elements and all liability for any damage or injury to any Person or thing as a result of such use. The Association shall not be liable for any damage or injury resulting from such use unless such damage or injury is caused solely by the willful acts or gross negligence of the Association, its agents or employees. There shall be no use of the roof(s) of the building(s) by the Owners, any Occupant, and their respective family members, guests, tenants, invitees, agents or contractors. The Association and its agents and contractors shall have access to the roof(s) for performing its maintenance and repair responsibility. There shall be no gardening or landscaping on the Common Elements by Owners or Occupants without the prior written consent of the Board. This Section shall not apply to Declarant for so long as Declarant shall own a Unit for sale.

Section 14.5. Use of Limited Common Elements and Balconies. Except as otherwise provided herein, the use of the Limited Common Elements assigned to the Units is restricted exclusively to the Owner of the Unit to which such Limited Common Elements are assigned, and said Owner's family members, guests, tenants and invitees. The Limited Common Elements are reserved for exclusive use, but shall not be construed or interpreted to be separate and apart from the Common Elements in general, and the restrictions applicable to the Common Elements shall also apply to the Limited Common Elements, as follows:

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



any and all sums paid in settlement of claims, reasonable attorneys' fees actually incurred, consultant and expert fees, arising as a result of that contamination by Owner or Occupant. The maintenance of any storage space assigned to a Unit as a Limited Common Element, as well as the insurance of the contents of such storage space, shall be the sole responsibility of the Owner of the Unit(s) to which such storage spaces are assigned as Limited Common Elements. The storage spaces are not controlled for humidity. By accepting the assignment of a storage space, each Owner hereby expressly assumes any responsibility for loss, damage, or liability therefrom.

(b) **Balconies.** No objects, including by way of illustration, but not limitation, grills, bicycles, laundry garments, towels, flags, banners, umbrellas, awnings, canopies, objects over forty-two (42) inches in height and objects other than potted plants and patio furniture, except as may be authorized by the Board, shall not be placed on a balcony or patio or deck or porch or terrace. Objects shall not be permitted to be placed on, hang over or be attached to any exterior surface of the balcony or patio or deck or porch or terrace wall or to otherwise protrude outside of the vertical plane formed by the exterior surface of the balcony or patio or deck or porch or terrace wall. Penetration of the surfaces of a balcony or patio or deck or porch or terrace wall or floor is prohibited. Enclosure or screening of a balcony or patio or deck or porch or terrace is also prohibited. As used herein, "enclosure" shall mean the permanent enclosure of a balcony or patio or deck or porch or terrace into the heated and cooled space within the boundaries of a Unit. No furniture shall be kept on balconies except for heavy wooden or metal furniture which will not blow off of the balcony during periods of high winds. Each Owner shall indemnify and hold the Association harmless from and against any claims, causes of action, suits or damages arising out of or resulting from any object being blown off of, thrown or dropped from the Owner's balcony. Notwithstanding anything to the contrary herein, a reasonable number of potted plants, as may be determined in the sole discretion of the Board of Directors, may be placed on a balcony or terrace (provided the Owner of the Unit to whom such balcony or terrace is assigned as a Limited Common Element shall maintain all plants in a neat condition, remove all dead plants, and utilize appropriate catch trays to capture any overflow water).

Section 14.6. Prohibition of Damage, Nuisance and Noise. Without the prior written consent of the Board of Directors, nothing shall be done or kept on the Condominium, or any part thereof, which would increase the rate of insurance on the Condominium or any Unit or part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirements of any governmental body, or which would increase the Common Expenses. Notwithstanding the above, any use permitted in a Commercial Unit under applicable zoning laws shall be prohibited or require the consent of the Board of Directors even if such use increases the rate of insurance on the Condominium.

The Units in the Condominium are built in close proximity to one another, resulting in the sharing of common walls, floors and ceilings. As a result, noise and vibration may be detectable between Units or between Units and the Common Elements. Therefore, an Owner or Occupant shall not conduct activities within a Unit or use a Unit in a manner that interferes with or causes disruption to the use and quiet enjoyment of another Unit by its respective Owner and/or Occupant.

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



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

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

Section 14.7. Firearms and Fireworks. The display or discharge of firearms or fireworks on the Common Elements or Limited Common Elements is prohibited; provided, however, the display of lawful firearms on the Common Elements or Limited Common Elements is permitted by law enforcement officers and also is permitted for the limited purpose of transporting the firearms across the Common Elements or Limited Common Elements to or from an Owner's Unit. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size. The term "fireworks" shall include those items as listed in O.C.G.A. § 25-10-1, as amended.

Section 14.8. Animals. No Owner or Occupant may keep any animal on any portion of the Condominium except as expressly permitted in this Section. Each Owner or Occupant (regardless of the number of joint Owners and/or Occupants) shall keep no more than a combined total of four (4) dogs and cats provided, however, that the total number of either dogs or cats shall not exceed three (3) in a Unit. Notwithstanding if a Unit Owner has more than 2 dogs, the total weight limit of all 3 dogs shall not exceed 75 pounds. In addition, a reasonable number of other generally recognized household pets, as may be determined in the sole discretion of the Board of Directors, weighing less than two (2) pounds each (including by way of illustration, but not limitation, fish, gerbils and small birds) may be kept in a Unit. The keeping of pets on the Condominium shall be subject to the rules and regulations adopted by the Board. Notwithstanding anything to the contrary herein, no fish tank more than thirty (30) gallons in size shall be installed, kept, or used in a Unit without the prior approval of the ACC.

No Owner or Occupant may keep, breed or maintain any pet for any commercial purpose, and no structure for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the Common Elements, including Limited Common Elements. No pets are allowed on any portion of the Common Elements except for the designated dog walk area, if any; provided, however, an Owner or Occupant may use the service elevator to enter or exit to walk a pet across the Common Elements to reach such dog walk area, if any, or to enter or exit the Condominium property. Notwithstanding the foregoing, pets must be kept on a leash and be under the physical control of a responsible Person at all times while on the Common Elements, but excluding the Limited Common Elements. Notwithstanding any provision to the contrary contained herein, dogs and cats shall only be permitted on the service elevator and shall not use the other elevators in the Condominium.

No potbellied pigs, [venomous] snakes, Pit Bulls (including, but not limited to American Pit Bull Terriers, American Stafford Shire Terriers, Stafford Shire Bull Terriers, and Bull Terriers), Rottweilers, Doberman Pinschers [or any mixed breed of any of the foregoing animals,] may be brought onto or kept on the Condominium at any time. In addition, other animals determined in the Board's sole discretion to be dangerous shall not be brought onto or kept on the Condominium at any time. The Board may require that any pet that, in the Board's opinion, endangers the health of any Owner or Occupant or creates a nuisance or unreasonable disturbance, be permanently removed from the Condominium upon seven (7) days written notice. If the Owner or Occupant fails to do so, the Board may remove the pet. The Board may remove any pet, which, in the Board's sole discretion, presents an immediate danger to the health, safety or property of any community member, without prior notice to the pet's owner.

Any Owner or Occupant who keeps or maintains any pet upon the Condominium shall be deemed to have agreed to defend, indemnify and hold the Association, its directors, officers, and agents



free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium.

The Association shall make reasonable accommodations to allow persons with a handicap.

Section 14.9. Parking. Each Residential Unit shall have at least one (1) parking space assigned as a Limited Common Element, exclusively serving a particular Unit. Such assigned parking spaces are designated Limited Common Elements and may only be used by the Owner or Occupants to whom the parking spaces are assigned, and their guests and families.

For so long as Declarant owns a Unit primarily for the purpose of sale, Declarant may sell more parking spaces (which parking spaces shall thereafter be Limited Common Elements appurtenant to the Unit to which they have been sold) to an Owner and may adopt rules regulating the use of unassigned parking spaces.

Disabled and stored vehicles are prohibited from being parked on the Condominium. For purposes hereof, a vehicle shall be considered "disabled" if it does not have a current license tag or is obviously inoperable. A vehicle shall be considered "stored" if it remains on the Condominium without being driven for twenty-eight (28) consecutive days or longer without prior written Board permission.

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

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

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

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



The Floor Plans may designate certain parking spaces as "visitor" parking. The visitor parking spaces shall also be used for management employees and all service and/or other non-resident parking vehicles.

Designated visitor parking will not be for long-term use. Rules for visitor parking hours will be determined by the Association Board.

Section 14.10. Heating of Units in Colder Months; Cooling of Units in Warmer Months. In order to prevent breakage of water pipes during the colder months of the year and the growth of mold and mildew during warmer months of the year resulting in damage to any portion of the Condominium, increased Common Expenses, and increased insurance premiums or cancellation of insurance policies due to numerous damage claims, the thermostats within the Units shall be maintained at a setting of no less than fifty-five degrees (55°) Fahrenheit and no more than seventy-eight degrees (78°) Fahrenheit (except during power failures or periods when heating equipment is broken). Owners and Occupants of Units shall take all steps possible on a timely basis to keep heating and cooling equipment, including, but not limited to, the thermostats, in good working order and repair. The Board of Directors may fine any Owner or Occupant and/or may cause the water service to the violator's Unit to be discontinued, for violation of this subparagraph, in addition to any other remedies of the Association.

Section 14.11. Rubbish, Trash, and Garbage. All rubbish, trash and garbage shall be regularly removed from a Unit and shall not be allowed to accumulate therein. No rubbish, trash or garbage shall be placed on the Common Elements (except for those portions of the Common Elements designated as recycling areas) or Limited Common Elements outside of the Unit, temporarily or otherwise, and shall be moved to the Condominium trash facilities for collection, or otherwise removed from the Condominium by an Owner or Occupant. Notwithstanding anything to the contrary stated herein, only ordinary household trash shall be disposed of in sealed trash bags (not greater than 13-gallon trash bags) and placed in the trash chute. Cardboard boxes and other large bulky items that do not fit within a 13-gallon trash bag shall be moved to the Condominium trash facilities for collection, or otherwise removed from the Condominium by an Owner or Occupant. In addition, all rubbish, trash and garbage resulting from the moving in/moving out of a Unit, and all rubbish, trash and garbage (including construction debris) resulting from alterations to a Unit or Limited Common Element, shall be placed in the area specifically designated by the Association. All Owners and Occupants shall refrain from using the trash chute between the hours of 10:00 p.m. and 7:00 a.m. In addition, all Owners and Occupants acknowledge that the use of the trash chute may create noise and vibration, and that such noise and vibration shall not constitute an interference or disruption to the use and quiet enjoyment of a Unit.

Section 14.12. Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including, but not limited to the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Condominium. Clothing, bedding, rugs, mops, appliances, indoor furniture, and other household items shall not be placed or stored outside the Unit.

Section 14.13. Garage Sales. Garage sales, yard sales, flea markets, or similar activities are prohibited unless approved in writing by the Board of Directors.

Section 14.14. Window Treatments. Acceptable window treatments for the residential units are draperies, fabric roller shades, or sheer fabric. The color of all window treatments visible from outside the Residential Unit, including any tiebacks, must be white or off-white or as approved by the ACC in accordance with this Declaration. Shutters, Plantation Shutters, vertical blinds or horizontal blinds are not acceptable window treatments. In addition, bed sheets, blankets, towels and other similar type coverings shall not be used as window treatments.

Section 14.15. Antennas and Satellite Dishes. Except as provided below, no satellite dish, antenna or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained on any portion of the



Condominium, including the Unit or Limited Common Elements; provided, however, the Association shall have the right to erect, construct and maintain such devices. The following shall apply to all Owners:

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

(b) No direct broadcast satellite (DBS) antenna or multi-channel multi-point distribution service (MMDS) antenna larger than one (1) meter in diameter shall be placed, allowed or maintained upon the Condominium, including the Units and the Limited Common Elements.

(c) DBS and MMDS satellite dishes or antennas one (1) meter or less in diameter and television broadcast service antennas may only be installed in accordance with Federal Communication Commission (FCC) rules and the rules and regulations of the Association, both as may be amended from time to time.

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

Section 14.16. Grilling. The use of outdoor grills on balconies is prohibited. The use of outdoor grills on any portion of the building(s), shall be governed by applicable state laws and local ordinances having jurisdiction over the Condominium.

Section 14.17. Abandoned Personal Property. Personal property, other than vehicles as provided for in this Article, shall not be kept, or allowed to remain for more than twenty-four (24) hours upon any portion of the Common Elements, other than on a Limited Common Element, without prior written permission of the Board of Directors. If the Board determines that a violation exists, then, not less than two (2) days after written notice is placed on the personal property and/or on the front door of the property owner's Unit, if known, the Board may remove and either discard or store the personal property in a location which the Board may determine and shall have no obligation to return, replace or reimburse the owner of the property. The notice shall include the name and telephone number of the Person or entity that will remove the property and the name and telephone number of a Person to contact regarding the alleged violation.

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

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

Section 14.18. Sale Period. Notwithstanding any provisions contained in this Declaration to the contrary, during the period of the sale of the Units, it shall be expressly permissible for Declarant, its contractors, agents, employees, assigns and representatives, to maintain and carry on, upon such portion of the Condominium as Declarant may deem necessary, such facilities and activities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the completion and sale of the Units, including, but without limitation, business offices, signs, model Units and sales offices. The right to maintain and carry on such facilities and activities shall include specifically the right to use the parking facilities on the Condominium for such purposes and to use the Units owned by Declarant as model Units and as offices for the sale of the Units and related activities.



Section 14.19. Move In/Move Out. An Owner or Occupant shall not move furniture, over-sized appliances, televisions and other similar personal property, construction materials, and other similar items in or out of the Condominium except during such hours and according to requirements to be determined by the Board of Directors. Furthermore, an Owner or Occupant shall reserve a date and time with the Board of Directors to use the elevators for moving furniture, over-sized appliances, televisions and other similar personal property, construction materials, and other similar items in or out of the Condominium, and during such use of the elevators, the walls of the elevators being used for such purpose shall be covered with padded blankets. The Board of Directors, in its sole discretion, may require a non-refundable security deposit prior to using an elevator for moving furniture, construction materials or other over-sized items. The Board of Directors shall also be authorized to approve movers and/or moving companies that require access to the Condominium for the purpose of moving furniture, over-sized appliances, televisions and other similar construction materials, and other over-sized items, on behalf of an Owner or Occupant, in or out of the Condominium, and such consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding anything to the contrary stated herein, an Owner or Occupant shall not leave unattended any furniture, personal property, construction materials, and other over-sized items on any portion of the Common Elements for any period of time. Large trucks, including, but not limited to semi-trucks/trailers, are not permitted on the Property as the loading area will not accommodate those types of vehicles. An Owner or Occupant shall review the loading area with the moving company and determine the appropriate vehicle to use.

Section 14.20. Life-Safety Systems. Owners and Occupants shall not tamper with or disengage any portion of the life-safety systems that serve the Condominium including, without limitation, the sprinkler heads and all branch and feed lines that support such sprinkler heads, and all fire control devices (such as smoke detectors and call boxes), regardless of whether such items are located within the boundaries of a Unit.

Section 14.21. Water Beds. No Owner or guest, lessee, invitee or Occupant of a Unit may keep a waterbed in the Condominium building or in his Unit.

Section 14.22. Smoking. Except as set forth herein, the Property shall be smoke-free. Smoking and vaping shall only be permitted inside of Units with the windows and doors shut. Smoking shall be prohibited in all other portions of the Property.

ARTICLE 15. LEASING

Section 15.1. General.

The leasing of Units is only permitted to the extent and on such terms and conditions as are provided herein. "Leasing" is defined as regular, exclusive occupancy of a Unit by any Person other than the Owner, including, but not limited to: (a) any Person who is occupying a Unit pursuant to a lease-purchase agreement prior to the closing of the acquisition of the Unit; and (b) any family member of an Owner who is exclusively occupying a Unit which is not also the residence of and occupied by the Owner thereof. Notwithstanding the foregoing, "Leasing" shall not include occupancy by a roommate(s) or family member(s) of an Owner who along with the Owner occupies a Unit as his or her residence. Except as provided for below, Owners desiring to Lease their Units may do so only if they have: 1) applied for and received a "Leasing Permit" from the Declarant or Board of Directors; 2) received a valid "Leasing Permit" from another Owner (with such a "Leasing Permit" having been originally issued by the Declarant or Board of Directors); or 3) received a "Hardship Leasing Permit" from the Board of Directors. Such a Permit, upon its issuance or transfer, shall allow an Owner to lease his, her or its Unit provided that such Leasing is in accordance with the terms of the Leasing Permit and this Article. A Hardship Leasing Permit shall be valid only as to a specific Owner. Leasing Permits shall only be transferable between other Units or Owners in accordance with the provisions herein.



Section 15.2. Initial Assignment of Leasing Permits.

(a) During the Development Period, Declarant shall have the exclusive right to assign Leasing Permits (excluding Hardship Leasing Permits) to Units. Declarant shall not assign Leasing Permits to more than 125 Units. Declarant may charge and retain a fee, charge or premium to assign any of the Leasing Permits it has the right to assign during the Development Period.

(b) In the event Declarant does not assign all 125 Leasing Permits, the Association shall have the exclusive right to assign any such unassigned Leasing Permits after the Development Period. The Association may charge and retain a fee, charge or premium to assign any of such remaining Leasing Permits it has the right to assign after the Development Period.

Section 15.3. Leasing Permits.

(a) An Owner to whom a Leasing Permit has been assigned shall have the permanent right to lease the Unit subject to the terms of this Article. Nonuse of the Leasing Permit shall not result in the Leasing Permit becoming void or extinguished. An Owner of a Unit to which Leasing Permits has been assigned shall have the right to transfer such Owner's Leasing Permits to another Unit without a Leasing Permit on a permanent or temporary basis in accordance with the provisions herein for any such fee, payment, or other consideration as may be agreed upon between the transferring Owner and the transferee Owner. If a Leasing Permit has not been transferred and assigned to another Unit, the Leasing Permit shall, upon the conveyance of the Unit, travel with the Unit and become the property of the new Owner.

(b) The Board shall have the right, but not the obligation, in its discretion to suspend a Leasing Permit if an Owner fails to pay all delinquent assessments, fines, or other charges owed to the Association on or before the date being fifteen (15) days after the Association sends a written notice to the Owner stating that the Owner is more than sixty (60) days delinquent and that the Leasing Permit shall be suspended unless payment is received in full on or before such date being fifteen (15) days after the Association sends the written notice. If the Board suspends a Leasing Permit as provided herein, any tenant's rights to occupy the Unit shall automatically terminate thirty (30) days from the date the Leasing Permit is suspended. The suspension of a Leasing Permit shall automatically terminate upon payment in full of all delinquent assessments, fines, or other charges owed to the Association assessments, fines, or other charges owed to the Association.

Section 15.4. Hardship Leasing Permits. If the Owner of a Unit without a Leasing Permit will suffer a hardship by not being able to lease such Owner's Unit, the Owner thereof may apply to the Board of Directors for a Hardship Leasing Permit. The Board of Directors shall not grant more than a maximum of fourteen (14) Hardship Leasing Permits if the Declarant and the Association either individually or collectively have issued 125 Leasing Permits. The Board of Directors shall have the authority to issue or deny requests for Hardship Leasing Permits in its discretion after considering the following factors: (a) the nature, degree, and likely duration of the hardship, (b) the harm, if any, which will result to the Condominium if the Hardship Leasing Permit is approved, (c) the number of Hardship Leasing Permits which have been issued to other Owners, (d) the Owner's ability to cure the hardship, and (e) whether previous Hardship Leasing Permits have been issued to the Owner. A "hardship" as described herein shall include, but not be limited to the following situations: (1) an Owner must relocate his or her residence outside the greater Atlanta metropolitan area and cannot, within six (6) months from the date that the Unit was placed on the market, sell the Unit after having made reasonable efforts to do so except at a price below the current appraised market value; (2) where the Owner dies and the Unit is being administered by his or her estate; (3) the Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Unit; and (4) the Owner is moving from the Condominium and would like to lease the Unit for no more than one (1) year in total. Owners of Units to which a Hardship Leasing Permit has been assigned shall not transfer the Hardship Leasing Permit to any other Unit or any successor Owner of the Unit and any such transfers shall be null and void. No Hardship Leasing Permit shall be issued for more than two (2) years following the procedures set forth below. Owners may apply for additional Hardship Leasing Permits. Hardship Leasing Permits shall be automatically revoked if



during the term of the Hardship Leasing Permit, the Owner receives a Leasing Permit. The Board of Directors may revoke a Hardship Leasing Permit if an Owner fails to pay all delinquent assessments, fines, or other charges owed to the Association on or before the date being ten (10) days after the Association sends a written notice to the Owner stating that the Owner is more than thirty (30) days delinquent. The Board shall also have the right, but not the obligation, in its discretion, to revoke an Owner's Hardship Leasing Permit if the Owner or the Owner's Occupants, tenants, guests, or invitees violate in a non-monetary manner the Condominium Instruments or any rules and regulations of the Association, provided that the Board shall first provide written notice to the Owner and provide the Owner with a right to hearing in the same manner as for fines as set forth in the Bylaws. The Hardship Leasing Permit shall be revoked for such non-monetary violation if the Board so determines after a hearing, or upon the last day of the Owner's right to request a hearing if the Owner fails to request a hearing.

Section 15.5. Leasing Permit Records and Transfers.

(a) The Association shall keep a master list of all Units with Leasing Permits and Hardship Leasing Permits and whether any of the same have been suspended.

(b) If a Leasing Permit is transferred permanently or temporarily, the transferor shall give signed, written notice in recordable form of the transfer to the Association stating the Unit number of the transferor, the Unit number of the transferee, the date of the transfer, the length of time of the transfer and signed by the Owner(s) of the Unit from which the Leasing Permit is being assigned and Owner(s) of the Unit to whom the Leasing Permit is being assigned. Such notice shall be in substantially similar form to the same form attached hereto as Exhibit "G".

(c) Any Owner, Mortgagee or a Person having executed a contract for the purchase of a Unit or a Leasing Permit or a lender considering a loan to be secured by a Unit, shall be entitled, upon written request, to a statement from the Association setting forth the status of a Leasing Permit. The Association shall respond in writing within five (5) business days of receipt of the request for such a statement; provided, however, the Association may require the payment of a reasonable administrative fee, not to exceed \$25 or such higher amount as may be authorized by the Board.

Section 15.6. Leasing Provisions. Leasing that is authorized, pursuant to permit, hereunder shall be governed by the following provisions:

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

(b) General.

(i) Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval.

(ii) All leases shall be in writing and in a form approved by the Board prior to the effective date of the lease. The Board may maintain and, upon request, provide a form that is deemed acceptable.

(iii) There shall be no subleasing of Units or assignment of leases without prior written Board approval.

(iv) All leases must be for an initial term of not less than twelve (12) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship.



(v) Within ten (10) days after executing a lease agreement for the lease of a Unit, the Owner shall provide the Board with a copy of the lease and the name of the lessee and all other people occupying the Unit.

(vi) The Owner must provide at Owner's sole expense the lessee copies of this Declaration, Bylaws, and the rules and regulations.

(vii) Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed lessee; the Board's approval or disapproval shall be limited to the form of the proposed lease.

(c) Compliance with Declaration, Bylaws, and Rules and Regulations. The lessee shall comply with all provisions of this Declaration, Bylaws, and rules and regulations adopted pursuant thereto and shall control the conduct of all other Occupants and guests of the leased Unit in order to ensure such compliance. The Owner shall cause all Occupants of his, her or its Unit to comply with this Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations by such Occupants, notwithstanding the fact that such Occupants of the Unit are fully liable and may be sanctioned for any such violation. If the lessee, or a Person living with the lessee, violates this Declaration, Bylaws, or a rule or regulation for which a fine is imposed, notice of the violation shall be given to the Owner and the lessee, and such fine may be assessed against the lessee in accordance with Article 5 of the Bylaws. If the fine is not paid by the lessee within the time period set by the Board, the Owner shall pay the fine upon notice from the Association of the lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the Unit.

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

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

(e) Liability for Assessments. When an Owner who is leasing his, her or its Unit fails to pay any annual or special assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Board, lessee shall pay to the Association all unpaid annual and special assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by lessee. However, lessee need not make such payments to the Association in excess of or prior to the due dates for monthly rental payments unpaid at the time of the Board's request. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If lessee fails to comply with the Board's request to pay assessments or other charges, lessee shall pay to the Association all amounts authorized under this Declaration as if lessee were an Owner. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

(f) Required Lease Provisions. Any lease of a Unit shall be required to contain or incorporate by reference the terms set forth in subparagraphs (c), (d), and (e) above. If such language is not expressly contained or incorporated by reference therein, then such language shall be incorporated



into the lease by the existence of this covenant, and the tenant, by occupancy of the Unit, agrees to the applicability of this covenant and incorporation of the above-referenced language into the lease.

Section 15.7. Applicability of this Article. Notwithstanding the above, this Article shall not apply to any leasing transaction entered into by Declarant (regardless of whether said lease is entered into prior to or after the expiration of the Declarant Control Period), the Association, or the holder of any first Mortgage on a Unit who becomes the Owner of a Unit through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such Mortgage; provided, however, the Declarant or holder of any first Mortgage that leases a Unit must still provide the name, address and telephone number of the Person to whom the Unit is being leased. Such parties shall be permitted to lease a Unit without first obtaining a Leasing Permit or Hardship Leasing Permit in accordance with this Article, and such Units shall not be considered as being leased in determining the maximum number of Leasing Permit or Hardship Leasing Permit that may be issued in accordance with this Article. No amendment to this Declaration or rule or regulation shall deprive an Owner of a Leasing Permit assigned to his or her Unit, terminate the Leasing Permit, modify the terms under which a Leasing Permit may be used or charge a fee with the rental of a Unit except with the prior written consent of all Owners to whom the Leasing Permit has been assigned.

ARTICLE 16. TRANSFER OR SALE OF UNITS

An Owner intending to make a transfer or sale of a Unit or any interest in a Unit subsequent to purchase and closing of the Unit from Declarant, shall give written notice to the Board of Directors of such intention within seven (7) days after execution of the purchase agreement (in the case of the purchase of a Unit) or transfer or sales documents (in the case of the conveyance of a Unit without a purchase of said Unit). The Owner shall furnish to the Board of Directors as part of the notice (i) the name and address of the intended grantee; and (ii) such other information as the Board of Directors may reasonably require. In addition, the purchase agreement or transfer documents shall attach a copy of this Declaration and Bylaws. This Article shall not be construed to create a right of first refusal in the Association or in any third party.

In addition, a non-refundable contribution to the working capital fund of the Association shall be paid to the Association by the purchaser of a Unit at the closing of each sale or resale of a Unit in the amount of two (2) months of the general assessment charges to such Unit in accordance with Article 10 hereof.

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

The Association may make reasonable rules and regulations regarding access to the Building while a Unit is being marketed, including, but not limited to, designating a central location for the installation of lock boxes.

ARTICLE 17. MAINTENANCE RESPONSIBILITY

Section 17.1. By the Owner. Each Owner shall have the obligation to maintain and keep in good repair all portions of his, her or its Unit and all improvements made by the Owner to the Limited Common Elements assigned to the Unit except any portion of a Unit that is expressly made the maintenance obligation of the Association as set forth in this Article. This maintenance responsibility shall include, but not be limited to the following: all glass surfaces (excluding exterior cleaning), windows, window frames (except for periodic painting, staining and/or cleaning of the exterior window frames), casings and locks (including caulking of windows); all doors, doorways, door frames, and hardware that are part of the entry system of the Unit (except for periodic painting, staining and/or cleaning of the



exterior surface of entry doors and door frames facing the hallway of the Condominium); all portions of the heating and air conditioning system, including the air conditioning compressor and the fan coil serving the Unit; and all pipes, lines, ducts, conduits, or other apparatus that serve only the Unit, whether located within or without a Unit's boundaries (including all electricity, water, sewer, or air conditioning pipes, lines, ducts, conduits, or other apparatus serving only the Unit).

In addition, each Owner shall have the responsibility:

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

Section 17.2. By the Association. The Association shall maintain and keep in good repair as a Common Expense the "Area of Common Responsibility," which includes the following:

- (a) all Common Elements, including any Limited Common Elements, but excluding all improvements made to such Limited Common Elements; provided, however, the cost of maintenance and repair of Limited Common Elements may be assessed against the Owner to whom the Limited Common Element is assigned under Article 9. Notwithstanding any other provision to the contrary, all balconies (including balcony traffic coating) will be maintained by the Association;
- (b) all portions of the roof(s) and the roof(s) support systems, including the roof(s) joists and cross braces, even if such roof(s) joists and cross braces are located within a Unit;
- (c) periodic painting, staining and/or cleaning of exterior surfaces of the building(s), exterior window frames, and entry doors and door frames facing the hallway of the Condominium, on a schedule to be determined by the Board of Directors;
- (d) periodic cleaning of exterior window surfaces on a schedule to be determined by the Board of Directors;
- (e) life safety [(including, but not limited to, interior sprinkler systems)] and building systems;

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

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



Directors shall have the authority to delegate to such Persons, firms or corporations of its choice, such duties as are approved by the Board of Directors.

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

Section 17.3. Failure to Maintain. If the Board of Directors determines that any Owner has failed or refused to discharge properly his, her or its obligation with regard to the maintenance, repair, or replacement of items of which he or she is responsible hereunder, then, the Association shall give the Owner written notice of the Owner's failure or refusal and of the Association's right to provide necessary maintenance, repair, or replacement at the Owner's cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Board of Directors.

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

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

Section 17.4. Measures Related to Insurance Coverage.

(a) The Board of Directors, upon resolution, shall have the authority to require all or any Owner(s) to do any act or perform any work involving portions of the Condominium that are the maintenance responsibility of the Owner, which will, in the Board's sole discretion, decrease the possibility of fire in, or other damage to, the Condominium, reduce the insurance premium paid by the Association for any insurance coverage or otherwise assist the Board in procuring or maintaining such insurance coverage. This authority shall include, but need not be limited to, requiring Owners to install and maintain smoke detectors, requiring Owners to certify that they have checked the batteries for their smoke detectors, requiring Owners to allow the Association to inspect the smoke detectors and replace batteries if needed on a schedule to be determined by the Board of Directors, requiring Owners to make

improvements to the Owner's Unit, and such other measures as the Board may reasonably require so long as the cost of such work does not exceed Three Hundred Dollars (\$300) per Unit in any twelve (12) month period.

(b) In addition to, and not in limitation of, any other rights the Association may have, if any Owner does not comply with any requirement made by the Board of Directors pursuant to this Article, the Association, upon fifteen (15) days' written notice (during which period the Owner may perform the required act or work without further liability), may perform such required act or work at the Owner's sole cost. Such cost shall be an assessment and a lien against the Unit as provided herein. The Association shall have all rights necessary to implement the requirements mandated by the Board pursuant to this Article, including, but not limited to, a right of entry during reasonable hours and after reasonable notice to the Owner or Occupant of the Unit, except that access may be had at any time without notice in an emergency situation.

Section 17.5. Mold Disclosure and Waiver. Mold, mildew, fungi and microbiological organisms (collectively, "Mold"), are present in soil, air and elsewhere in the environment. Mold can proliferate in various environments, including, among others, damp areas such as bathrooms and within walls and partitions. Concerns have been expressed about the possible adverse effects on human health from exposure to Mold. According to the Consumer Product Safety Commission and the American Lung Association, some diseases or illnesses have been linked with biological pollutants in the indoor environment, including some forms of Mold. However, it is believed that many of these conditions may also have causes unrelated to the indoor environment. Therefore, as of the date of this Declaration, it is unknown how many potential health problems relate primarily or exclusively to indoor air quality or Mold. Declarant and the Association are not qualified and have not undertaken to evaluate all aspects of this very complex issue. Declarant and the Association have not performed any testing or evaluation of, and make no representations or warranties, express or implied, concerning the past, current or future presence or absence of Mold in the Unit, any Limited Common Elements allocated to the Unit, any unfinished perimeter walls located within the Unit, or any other Common Elements or within the vicinity of the Condominium. Declarant and the Association recommend that each Owner, at the Owner's expense conduct its own investigation and consult with such experts as the Owner deems appropriate regarding the occurrence and effects of Mold, the potential sensitivity or special risk the Owner, his, her or its family members, and others individuals, who will occupy or use the Unit.

When excessive moisture or water accumulates indoors, Mold growth can and will occur, particularly if the moisture problem remains unaddressed. There is no practical way to eliminate all Mold in an indoor environment. The key to controlling indoor Mold growth is to control moisture. Each Owner shall maintain the Unit in such a manner as to reduce the potential for increased Mold formation or growth, including, without limitation, keeping dryer and other vents and/or fans clear and functioning and preventing and repairing plumbing, window and other leaks and sources of moisture. Each Owner shall conduct periodic inspections of the Unit, Limited Common Elements assigned to the Unit, and any other portion of the Condominium for which the Owner is responsible to maintain, for the presence of Mold or conditions that may increase the ability of Mold to propagate within the Unit or other portions of the Condominium. Furthermore, each Owner shall monitor the Unit, and any other portion of the Condominium for which the Owner is responsible to maintain, on a continual basis for excessive moisture, water or Mold accumulation. If water or moisture is discovered in or around the Unit, the Owner shall immediately seek to eliminate the source of the water or moisture. Failure to eliminate the source of moisture can result in additional damage and the growth of Mold. Declarant will not be responsible for damages, and each Owner, by taking title to a Unit, hereby waives all rights to damages and subrogation of damages. Each Owner shall defend and indemnify Declarant and the Association and hold Declarant and the Association harmless from damages, including all cases of personal injury or property damage, caused by the presence of Mold and/or water or moisture in the Unit or other portions of the Condominium to the extent that the damages are caused by: (i) the Owner's negligence or failure to properly maintain and monitor the Unit or other portions of the Condominium for which the Owner is responsible for maintaining, or (ii) the Owner's failure to promptly take appropriate corrective measures and minimize any damage caused by water or moisture (including, without limitation, failure to promptly notify and engage the help of appropriate professionals or experts).



Section 17.6. Inspection, Maintenance, Repair and Replacement of a High-Risk Component. The Board may, from time to time, after notice to all Owners and an opportunity for members comment, determine that certain portions of a Unit required to be maintained by the Owners, or certain objects or appliances within a Unit, pose a particular risk of damage to other Units and/or the Common Elements if they are not properly inspected, maintained, repaired or replaced. By way of example, but not limitation, these portions, objects or appliances may include washing machine hoses, smoke detectors and water heaters. Those items determined by the Board to pose such a particular risk are referred to herein as a "High-Risk Component." The Board may require one or more of the following with regard to a High-Risk Component:

- (a) that it be inspected at specified intervals by a representative of the Association or by an inspector(s) designated by the Board;
- (b) that it be replaced or repaired at specified intervals, or with reference to manufacturers' warranties, whether or not the individual component is deteriorated or defective;
- (c) that it be replaced or repaired with items or components meeting particular standards or specifications established by the Board;
- (d) that when it is repaired or replaced, the installation include additional components or installments specified by the Board;
- (e) that it be replaced or repaired by contractors having particular licenses, training or professional certification or by contractors approved by the Board; and
- (f) if the replacement or repair is completed by an Owner, that it be inspected by a Person designated by the Board.

The imposition of requirements by the Board in this provision shall not relieve an Owner of his, her or its obligations regarding a High-Risk Component, including, but not limited to, the obligation to perform and pay for all maintenance, repairs and replacement thereof. If any Owner fails or refuses to maintain, repair or replace a High-Risk Component in accordance with the requirements established by the Board hereunder, the Association may, in addition to all other rights and powers granted to it pursuant to the Condominium Instruments, enter the Unit for the purpose of inspecting, repairing, maintaining, or replacing a High-Risk Component, as the case may be, and charge all costs of doing so back to the Owner as a specific assessment.

Section 17.7. Inspection Obligations.

(a) Contract for Services. In addition to the Association's general maintenance obligations set forth in this Declaration, the Association shall, at all times, contract with (subject to the limitations otherwise set forth in this Declaration) or otherwise retain the services of independent, qualified, licensed individuals or entities to provide the Association with inspection services relative to the maintenance, repair and physical condition of the Condominium.

(b) Inspection Responsibilities. Declarant shall provide the Association with maintenance criteria, maintenance manuals, and warranty requirements for the building (collectively the "Maintenance Manual"). The inspectors shall inspect component parts of the Building in accordance with the Maintenance Manual. The Association shall update the Maintenance Manual on a regular basis. The Association shall be responsible for meeting all requirements under such Maintenance Manual.

(c) Schedule of Inspections. Such inspections shall take place at least annually or as recommended in the Maintenance Manual. The inspectors shall provide written reports of their inspections to the Association promptly following completion thereof. The written reports shall identify any items of maintenance or repair that either require current action by the Association or will need further



review and analysis. The Board of Directors shall report the contents of such written reports to the members of the Association at the next meeting of the members following receipt of such written reports or as soon thereafter as is reasonably practicable and shall include such written reports in the minutes of the Association. Subject to the provisions of this Declaration below, the Board of Directors shall promptly cause all matters identified as requiring attention to be maintained, repaired, or otherwise pursued in accordance with prudent business practices and the recommendations of the inspectors.

(d) Notice to Declarant. For a period of ten (10) years after the conveyance of the last Unit in the Condominium to an Owner other than Declarant, the Association shall deliver to Declarant and General Contractor (Multi-Family West Marietta, LLC), ten (10) days advance written notice of all such inspections (and an opportunity to be present during such inspection, personally or through an agent) and shall provide General Contractor and Declarant (or its designee) with a copy of all written reports prepared by the inspectors.

(e) The provisions of this Section shall not apply during the Declarant Control Period.

(f) Failure of Association to Perform Inspections and Maintenance. The Association waives any and all claims, causes of action, damage and suits arising out of or relating to the failure of the Association to perform required inspections and maintenance. Developer ("788 High Rise, LLC", a Delaware limited liability company) and Declarant and any contractors who performed work on the Property shall be express third-party beneficiaries of this covenant.

ARTICLE 18. EMINENT DOMAIN

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

ARTICLE 19. EASEMENTS

Section 19.1. Use and Enjoyment. Each Owner and Occupant shall have a right and a non-exclusive easement of use and enjoyment in and to the Common Elements (including the right of access, ingress and egress to and from his, her or its Unit over those portions of the Condominium designated for such purpose), and such non-exclusive easement shall be appurtenant to and shall pass with the title to such Unit, subject to (i) the rights of the Owners to the exclusive use of the Limited Common Elements assigned to their respective Units; (ii) to the right of the Association to control the use and enjoyment of the Common Elements as provided by the terms of this Declaration including, but not limited to, the right of the Association to suspend voting and use privileges as provided herein; and (iii) the right of the Association to have access to the Units and Limited Common Elements assigned to a Unit to discharge its rights and obligations, under the Condominium Instruments, including without limitation, the repair and maintenance responsibilities of the Association.

Section 19.2. Support. Every portion of a Unit and all Limited Common Elements contributing to the support of an abutting Unit shall be burdened with a non-exclusive easement of support for the benefit of such abutting Unit.

Section 19.3. Encroachments. The Units and Common Elements shall be subject to non-exclusive easements of encroachment as set forth in the Act.



Section 19.4. Utilities. To the extent that the **sprinkler system** or any utility line, pipe, wire, or conduit serving any Unit, Units or the Common Elements shall lie wholly or partially within the boundaries of another Unit or the Common Elements, such other Unit, Units, or the Common Elements shall be burdened with a non-exclusive easement for the use, maintenance, repair and replacement of such sprinkler system, utility line, pipe, wire or conduit, such non-exclusive easement to be in favor of the Unit, Units, or Common Elements served by the same and the Association. It shall be the obligation of the benefited Owner to maintain, replace and repair any pipe, line, conduit, duct or wire owned by such Owner, even if such pipe, line conduit, duct or wire is located within the boundaries of a Unit of another Owner. In such circumstance, the benefited Owner shall repair all incidental damage to any Unit resulting from performance of any such work. All Owners hereby covenant and agree that as finish levels can have varying degrees, such repairs will be complete only to the extent of being "paint-ready." Components that may require repair or replacement, such as tile and trim, will be reinstalled only to the extent of readily available materials or similar materials (trim and such will also be finished to "paint-ready"). Due to the uncontrollability of quality of repair, items such as faux paint treatment, wallpaper, ceiling/wall appliqué, and any other similar types of finishes, will not be the responsibility of the benefited Owner.

Section 19.5. Pest Control. The Association may but shall not be obligated to dispense chemicals for the extermination of insects and pests within the Units and Common Elements. In the event the Association chooses to provide such pest control, the Association and its duly authorized contractors, representatives, and agents shall have an easement to enter Units for the purpose of dispensing chemicals for the exterminating of insects and pests within the Units and Common Elements. Owners shall either provide a key to the Unit for purpose of such entry or have someone available at such times as are designated by the Board of Directors to allow entry into the Unit for this purpose. The Association shall not be liable for any illness, damage, or injury caused by the dispensing of these chemicals for this purpose.

Section 19.6. Community Bulletin Board. As part of the Common Elements maintained by the Association, Declarant and/or the Board shall have the right, but not the obligation, to erect on the Condominium a bulletin board primarily for the use of Owners in advertising their Units for sale. For so long as the Association desires to maintain this bulletin board, each Owner and his licensed real estate broker and agent may use the Condominium for access, ingress and egress to and from this bulletin board; provided, however, the use of the bulletin board shall be subject to such reasonable nondiscriminatory rules and regulations as may be adopted or promulgated by the Board regulating the size and duration of such advertisements. Declarant or Board may terminate use of this bulletin board entirely at any time, and no property rights of any kind are created hereby.

Section 19.7. Declarant Easements. For so long as Declarant owns any Unit primarily for the purpose of sale or lease, Declarant and its duly authorized contractors, subcontractors, representatives, agents, associates, employees, tenants and successors and assigns shall have: (i) a non-exclusive easement for access and ingress to, egress from and use of the Common Elements for the placement and maintenance of signs, banners, balloons, decorations marketing materials and tables, a sales office, a leasing office, a business office, promotional facilities and model Units on any portion of the Condominium, together with such other facilities as in the opinion of Declarant may be reasonably required, convenient or incidental to the completion, renovation, improvement, development, sale or lease of any Unit; (ii) a non-exclusive easement to use the Common Elements for special events and promotional activities; and (iii) a transferable, non-exclusive easement on, over, through, under and across the Common Elements and Limited Common Elements for the purpose of making improvements on the Condominium or any portion thereof, for the purpose of constructing, installing, replacing, repairing, restoring and maintaining all utilities, buildings, driveways, landscaping and any other improvements on the Condominium property or serving the Condominium, and for the purpose of doing all things reasonably necessary and proper in connection therewith; and (iv) an exclusive easement over those portions of the Common Areas designated as "Declarant Easement Area" on the Floor Plans.

Additionally, Declarant and its duly authorized contractors, subcontractors, representatives, agents, associates, employees, tenants and successors and assigns, shall have an exclusive easement



for any and all purposes it deems appropriate over, on and through Declarant's Easement Area so long as Declarant, or any successor Declarant, owns any Unit for the purpose of sale or lease.

Section 19.8. Every Owner Shall Grant Access to the Association and Other Owners to Perform Certain Duties. Some pipes, wires, utility lines and other similar equipment serving one Unit may run through enclosed portions of other Units such as in walls, ceilings, soffits and other chases. In accordance with O.C.G.A. § 44-3-105 each Unit Owner shall afford to the other Unit Owners, to the Association and to any agents or employees of either such access through his or her Unit as may be reasonably necessary to enable them to exercise and discharge their respective powers and responsibilities. This shall include each Owner granting access into his or her Unit to other Owners and the Association to allow them to perform their respective maintenance responsibilities. To the extent that damage is inflicted on the common elements, including, without limitation, limited common elements, or on any Unit through which access is taken, the Association or Unit Owner occasioning the same, whether by itself or himself or through agents, employees, or others, shall be liable for the prompt repair thereof.

Section 19.9. Easements Reserved to Commercial Unit Owners. Declarant does hereby establish and create perpetual, nonexclusive appurtenant easements to use and in, to, over, across, under and through the Condominium Property, including Common Elements and Limited Common Elements (the "Commercial Easement Areas") for the use and benefit of the Commercial Unit Owners, their lessees, customers, guests, vendors, Permittees, Mortgage Holders, successors and assigns. The easements are:

(a) Utilities. A perpetual, nonexclusive easement for ingress and egress as reasonably necessary to access utilities, including, without limitation, electric power, water, fuel, storm drainage, sewer, natural gas, telephone, HVAC refrigerant lines, restaurant equipment ventilation, grease traps, audio and video media, property monitoring, "smart building," telecommunications systems such as closed-circuit cable television and high-speed internet, parking control systems, controlled access systems, air handlers, condensers, Life Safety Systems, mechanical systems and all conduit, cables, wires, pipes, chases, chutes, ducts, ventilation systems, raceways and other pathways relating to any of the foregoing which serve or benefit, in whole or in part, the Commercial Units, for the purpose of opening wireless electronic pathways, maintaining, repairing, replacing and using such utilities.

(b) Maintenance. A perpetual, nonexclusive easement for ingress and egress to perform the Commercial Unit Owners' maintenance, replacement, or repair obligations hereunder or to exercise their self-help rights under Article 21 of this Declaration. Except in the event of an Emergency (in which case no prior notice shall be required) a Commercial Unit Owner intending to utilize this easement shall provide at least twenty-four (24) hours advance notice to the Association of the portions of the Commercial Easement Areas to which access is desired.

(c) Emergency. A perpetual, nonexclusive easement over and across any portion of the Commercial Easement Areas for Emergency ingress and egress from the Building, including the use of any and all portions of stairwells, elevators, entrances and exits as is reasonably necessary.

(d) Parking Access Control. A perpetual non-exclusive easement to install, maintain and operate: 1) a parking control gate, arm or other similar control equipment (herewith collectively "Gate") at the entrance to the parking garage to regulate and control ingress and egress into and out of the parking garage; and 2) equipment to collect fees for the use of the parking spaces assigned as Limited Common Elements to the Commercial Unit. No parking fees shall be charged by the Owner of the Commercial Unit to the lawful users of the parking spaces assigned to the Residential Units. The Owner of the Commercial Unit and the Association shall coordinate with each other to allow the Association to provide at its cost, decals, fobs, codes, cards or some other similar means to allow residents to open the Gate without having to pay a fee or charge. All revenue from the equipment to charge cars parking in the parking spaces assigned to the Commercial Unit shall belong to the Owner of the Commercial Unit.



(e) Service Areas. A perpetual non-exclusive easement to use and over and across any portion of the Commercial Easement Areas for access to and from the Commercial Units and loading bays 1 and 2, as shown on the Floor Plans.

(f) Valet. A perpetual non-exclusive easement to use and over and across any portion of the Condominium Property, the use of or access to which is related to serving as a Valet Services Provider.

(g) Equipment. A perpetual, nonexclusive right and easement to install (including the right to make penetrations in the slab, floor, walls and ceilings), store and remove, in the Commercial Easement Areas, any equipment, electronics, personal property, trade fixtures, mechanical systems, electrical connections, water lines, plumbing lines and fixtures, sewer, natural gas, telephone, HVAC refrigerant lines, restaurant equipment ventilation, grease traps, audio and video media, property monitoring systems, "smart building," telecommunications systems such as closed-circuit cable television and high-speed internet, parking control systems, controlled access systems, parking gates, air handlers, condensers, mechanical systems and all conduit, cables, wires, pipes, chases, chutes, ducts, ventilation systems, raceways and other pathways relating to any of the foregoing that serve or benefit, in whole or in part, the Commercial Units.

(h) View. A perpetual, nonexclusive easement and right to receive light and an unobstructed view on over and across the Commercial Easement Areas to and from the glass exterior of the Commercial Units, the commercial entrance, the interior glass walls or windows of the Commercial Units, all Signage related to the Commercial Units (both exterior and interior), the entrances to the Commercial Units (including entrances to any partitions thereof), any sidewalks, the lobby and the entrance. Any interior or exterior structure, landscaping, decorative elements, furniture or other objects that obstruct the view shall be considered an unauthorized interference with such right or easement and shall be removed by the Association within ten (10) days after written demand by a Commercial Unit Owner.

ARTICLE 20. MORTGAGEE'S RIGHTS

Section 20.1. Powers Denied to the Association. Unless at least two-thirds (2/3) of the first Mortgagees and Owners give their consent, the Association or the membership shall not:

- (a) by act or omission seek to abandon or terminate the Condominium;
- (b) change the pro rata interest or obligations of any individual Unit for the purpose of (A) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (B) determining the pro rata share of ownership of each Unit in the Common Elements;
- (c) partition or subdivide any Unit in any manner inconsistent with the provisions of this Declaration;
- (d) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Elements (the granting of easements or licenses, as authorized herein, shall not be deemed a transfer within the meaning of this clause);
- (e) use hazard insurance proceeds for losses to any portion of the Condominium (whether to Units or to Common Elements) for other than the repair, replacement, or reconstruction of such portion of the Condominium; or
- (f) amend the Declaration in any way that materially, adversely affects the rights of Mortgagees.

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



Section 20.2. Exemption from Liens Where the Mortgagee holding a first Mortgage of record, a secondary purchase money Mortgage of record (provided that neither the grantee nor any successor grantee on the secondary purchase money Mortgage is the seller of the Unit) or other purchaser of a Unit obtains title pursuant to judicial or nonjudicial foreclosure of the Mortgage, it shall not be liable, nor shall the Unit be subject to a lien, for the share of the Common Expenses or assessments by the Association chargeable to such Unit that became due prior to such acquisition of title. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from Owners of all the Units, including such acquirer, and its successors and assigns. Additionally, such acquirer shall be responsible for all charges accruing subsequent to the passage of title of the Unit, including, but not limited to, the pro-rata share of the Common Expense assessment levied against the Unit, as provided in this Declaration, for the applicable portion of the month in which the passage of title of the Unit occurred.

Section 20.3. Mortgage Holder Entitled to Notice.

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

- (a) any proposed amendment of the Condominium Instruments effecting a change in (a) the boundaries of any Unit or the exclusive easement rights appertaining thereto; (b) the interests in the Common Elements or Limited Common Elements appertaining to any Unit or the liability for Common Expenses appertaining thereto; (c) the number of votes in the Association appertaining to any Unit; or (d) the purposes to which any Unit or the Common Elements are restricted;
- (b) any proposed termination of the Condominium;
- (c) any condemnation loss or any casualty loss that affects a material portion of the Condominium or any Unit on which there is a first Mortgage held by such Eligible Mortgage Holder;
- (d) any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a first Mortgage held by such Eligible Mortgage Holder that remains unsatisfied for a period of sixty (60) days after notice, and any default in the performance by an individual Owner of any other obligation under the Condominium Instruments that is not cured within sixty (60) days after notice;
- (e) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; or
- (f) any proposed action that would require the consent of a specified percentage of Eligible Mortgage Holders, as specified herein.

Section 20.4. Copy of Financial Statement. Any holder of a first Mortgage shall be entitled, upon written request, to receive within a reasonable time after request, a copy of the financial statement of the Association for the immediately preceding fiscal year, free of charge to the Mortgagee so requesting.

Section 20.5. No Impairment of Rights. Notwithstanding anything to the contrary herein contained, the provisions of Article 15 and Section 15.1 hereof governing the leasing and sales of units, respectively, shall not apply to impair the right of any first Mortgagee to:

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



Section 20.6. No Priority. No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of the first mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Elements.

Section 20.7. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of any mortgagee encumbering such Owner's Unit.

Section 20.8. Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request to approve an amendment to this Declaration or within sixty (60) days of the date of the Association's request for any other action, provided that such request is delivered to the Mortgagee by certified or registered mail, return receipt requested, or by statutory overnight mail.

Section 20.9. Construction of this Article. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Condominium Instruments or Georgia law for any of the actions set forth in this Article.

ARTICLE 21. MISCELLANEOUS

Section 21.1. Construction. The condominium association will not be a third-party beneficiary to any agreement for development and/or construction services entered into by the Declarant and/or Developer.

Section 21.2. Construction Claims. The condominium association hereby agrees to waive its right of subrogation against the Declarant and Developer and any contractor who performed work on the Property to the extent that any insurer pays a claim for damages on behalf of the association.

ARTICLE 22. SPECIAL RIGHTS AND RESPONSIBILITIES OF THE COMMERCIAL UNIT OWNER

This Section of the Declaration shall apply and control. Notwithstanding any other provision to the contrary herein. In the event of a conflict between this Section and any other section of the Condominium Instruments (as that term is defined in the Georgia Condominium Act) this Section shall control.

Section 22.1. Leasing. The Commercial Unit shall not be subject to any leasing restriction in Article 15 (Leasing) or the Commercial Unit may be leased in whole or in part in the discretion of the Owner of the Commercial Unit.

Section 22.2. Architectural Control. The Commercial Unit shall not be subject to Sections 13.1 (Architectural Review) except that no architectural modification which extends the Unit onto the common elements shall be permitted without approval.

Section 22.3. Subdivision of Commercial Unit. The Commercial Unit may be subdivided by the Owner thereof into smaller units provided that each Unit is at least 1,300 square feet. Such subdivisions are hereby expressly permitted herein.

The Association, the Board of Directors and all Committees shall fully cooperate in approving any application for subdivision submitted pursuant to O.C.G.A. § 44-3-92 and in promptly preparing the necessary legal instruments to accomplish the same at no cost to the Owner of the Commercial Unit. Upon a Commercial unit being subdivided, the vote attributable to the Unit shall be divided.

Section 22.4. Amenities. The Owner of a Commercial Unit shall have no right to use the Amenities.



Section 22.5. Use. The Owner of a Commercial Unit shall have a right to use a Commercial Unit for any purpose permitted under applicable zoning laws.

Section 22.6. Amendment. No Amendment to the Declaration or Bylaws and no rule or regulation shall take away, limit or alter any right of Commercial Owner (as that term is defined in the Act) for the Property or impose any new obligation on the Owner of a Commercial Unit without the prior written consent of the Owner of a Commercial Unit.

Section 22.7. Maintenance. The maintenance of the interior and exterior portions of a Commercial Unit shall be that of the Owner of a Commercial Unit.

Section 22.8. Security. The Commercial Unit shall have the option to install their own surveillance and security system on the Common Elements of the Condominium and retain security personnel to monitor the parking area serving the Commercial Unit, the Commercial Unit or Units, and the Common Area between and surrounding the Commercial Unit and the parking area serving the Commercial Unit or Units.

Section 22.9. Construction. The Commercial Unit Owners shall have the right to construct, and install furniture, fixtures and equipment, reconfigure space, relocate walls and doors, install vented or ventless fireplaces, and a backup generator, it being the intent of the Declarant that the Commercial Unit Owners can construct any improvements for any use that complies with the City of Atlanta zoning ordinance and applicable building codes so long as the structural integrity of the Building is not impaired by the construction.

Section 22.10. Common Expenses. The cost of Limited Common Elements maintained by the Association shall be specially assessed against the Units served by the Limited Common Element and shall not be a Common Expense.

Section 22.11. Deliveries. The Commercial Unit Owners shall have the exclusive right to load and receive deliveries at loading bay 1 from midnight to 9:00 o'clock a.m. and loading bay 2 between midnight and 10:00 o'clock a.m. Eastern Standard Time. Except during the restricted hours described above, all Owners shall have the right to load and receive deliveries at loading bay 1 and loading bay 2 on a first come first serve basis. Notwithstanding any other provision to the contrary contained herein, no assessment or fee of any nature shall be levied against any Commercial Unit Owner for loading and/or receiving deliveries at loading bay 1 and loading bay 2.

ARTICLE 23. GENERAL PROVISIONS

Section 23.1. SECURITY. THE ASSOCIATION OR DECLARANT MAY, BUT SHALL NOT BE REQUIRED TO, FROM TIME TO TIME, PROVIDE MEASURES OR TAKE ACTIONS THAT DIRECTLY OR INDIRECTLY IMPROVE THE SECURITY OF THE CONDOMINIUM; HOWEVER, EACH OWNER, FOR HIMSELF, HERSELF OR ITSELF, AND HIS, HER OR ITS TENANTS, OCCUPANTS, GUESTS, LICENSEES, AND INVITEES, ACKNOWLEDGES AND AGREES THAT NEITHER THE ASSOCIATION NOR DECLARANT IS A PROVIDER OF SECURITY AND NEITHER ENTITY SHALL HAVE A DUTY TO PROVIDE SECURITY ON OR AT THE CONDOMINIUM. FURTHERMORE, THE ASSOCIATION DOES NOT GUARANTEE THAT NON-OWNERS AND NON-OCCUPANTS WILL NOT GAIN ACCESS TO THE CONDOMINIUM AND COMMIT CRIMINAL ACTS ON THE CONDOMINIUM NOR DOES THE ASSOCIATION GUARANTEE THAT CRIMINAL ACTS ON THE CONDOMINIUM WILL NOT BE COMMITTED BY OTHER OWNERS OR OCCUPANTS. IT SHALL BE THE RESPONSIBILITY OF EACH OWNER TO PROTECT HIS, HER OR ITS PERSON AND PROPERTY AND ALL RESPONSIBILITY TO PROVIDE SUCH SECURITY SHALL LIE SOLELY WITH EACH OWNER. NEITHER DECLARANT NOR THE ASSOCIATION SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF ITS FAILURE TO PROVIDE ADEQUATE SECURITY OR THE INEFFECTIVENESS OF MEASURES UNDERTAKEN.



Section 23.2. Parking Spaces, Garages, Vehicles and Storage Spaces. Neither Declarant nor the Association shall be held liable for any loss or damage arising from theft, vandalism, malicious mischief, or any loss or damage resulting from calcium deposits, water or acid damage, to any property placed or kept in any parking space, or storage space in the Condominium or in any area designated by the Board for other parking. Each Owner or Occupant with use of a parking space designated by the Board for other parking does so at his, her or its own risk.

Section 23.3. Unit Keys. At the request of the Association, each Unit Owner, by acceptance of a deed to a Unit, agrees to provide the Association with a key to the Unit (and the security alarm code, if any) to be used by the Association for maintenance, emergency, or life-safety purposes as provided in Article 8 of this Declaration (and for pest control, if necessary, as provided in Section 19.5 of this Declaration). Neither Declarant nor the Association shall be liable for any loss or damage due to its holding such key, or use of such key for the purposes described above and each Owner shall indemnify and hold harmless Declarant, the Association and its officers and directors against any and all expenses, including reasonable attorneys' fees actually incurred by or imposed upon Declarant, the Association or its officers or directors in connection with any action, suit, or other proceeding (including settlement of any such action, suit or proceeding) brought by the Owner or the Owner's family, tenants, guests, employees, invitees, Occupants, or licensees against Declarant, the Association, its officers or directors arising out of or relating to its holding or use of such key for the purposes described above.

Section 23.4. Dispute Resolution.

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

(b) All Owners hereby acknowledge and agree that the Association shall not be entitled to institute any legal action against anyone on behalf of any or all of the Owners which is based on any alleged defect in any Unit or any damage allegedly sustained by any Owner by reason thereof, but rather, that all such actions shall be instituted by the Person(s) owning such Units or allegedly sustaining such damage.

(c) All Owners hereby acknowledge and agree that no Owner shall be entitled to institute any legal action against anyone which is based on any alleged defect in the Common Elements, but rather, that all such actions shall be instituted by the Association on behalf of the Owners.

(d) Prior to filing any claim for arbitration or any claim in a court of competent jurisdiction relating to alleged physical damage or defects to a Unit, as soon as reasonably possible after the discovery of any alleged physical damage or defects to the Unit, the Owner shall provide prompt written notice to Declarant describing in detail the basis for such claim and the repairs and/or alterations reasonably necessary to remedy the alleged defect or damage (the "Unit Requested Repairs"). An Owner's failure to provide prompt written notice to Declarant after the Owner's discovery of any alleged physical damage or defects to the Unit shall constitute a waiver by such Owner of any potential obligation of Declarant or its contractors to remedy the alleged physical damage or defects to the Unit and all claims related thereto. Within thirty (30) days of its receipt of such notice, Declarant shall provide the Owner with notice stating whether Declarant intends to perform the Unit Requested Repairs. In the event Declarant elects to perform the Unit Requested Repairs, the Owner shall provide Declarant and its contractors with the opportunity to perform the Unit Requested Repairs within a reasonable period, including access to the Unit during regular business hours to perform the Unit Requested Repairs. An Owner shall only have the



right to file a claim against Declarant or its contractors in the event the Owner provided prompt written notice to Declarant of alleged physical damage or defects to the Unit as provided herein, and Declarant and its contractors subsequently elects not to perform the Unit Requested Repairs or does not perform the Unit Requested Repairs in a competent manner after having the opportunity to perform the Unit Requested Repairs as provided herein.

(e) Prior to filing any claim for arbitration or any claim in a court of competent jurisdiction relating to alleged physical damage or defects to the Common Elements, as soon as reasonably possible after the discovery of any alleged physical damage or defects to the Common Elements, the Association shall provide prompt written notice to Declarant describing in detail the basis for such claim and the repairs and/or alterations reasonably necessary to remedy the alleged defect or damage (the "CE Requested Repairs"). The Association's failure to provide prompt written notice to Declarant after the Association's discovery of any alleged physical damage or defects to the Common Elements shall constitute a waiver by the Association of any potential obligation of Declarant or its contractors to remedy the alleged physical damage or defects to the Common Elements and all claims related thereto. Within thirty (30) days of its receipt of such notice, Declarant shall provide the Association with notice stating whether the Association intends to perform the CE Requested Repairs. In the event Declarant elects to perform the CE Requested Repairs, the Association shall provide Declarant and its contractors with the opportunity to perform the CE Requested Repairs within a reasonable period, including access to the Common Elements during regular business hours to perform the CE Requested Repairs. The Association shall only have the right to file a claim against Declarant or its contractors in the event the Association provided prompt written notice to Declarant of alleged physical damage or defects to the Common Elements as provided herein, and Declarant and its contractors subsequently elects not to perform the CE Requested Repairs or does not perform the CE Requested Repairs in a competent manner after having the opportunity to perform the CE Requested Repairs as provided herein.

(f) The exclusive period of limitation for an Owner or Occupant bringing any claim of any nature against Declarant or its contractors, including, but not limited to, a claim of construction defect or defective design of a Unit, shall be the earliest of: (i) for claims alleging construction defect or defective design, one (1) year from the date that the Owner or Occupant discovered or reasonably should have discovered evidence of the claim, provided, however, that in no event shall the limitation period exceed four (4) years from the date Declarant conveyed the Unit to the original Owner unless the basis of the claim was intentionally concealed or willfully concealed by Declarant or its contractors, in which case, the state law governing the limitation period and period of repose shall apply to the claim; (ii) for claims other than those alleging construction defect or defective design, two (2) years after the date Declarant conveyed the Unit to the original Owner or such other shorter period specified in any written agreement between Declarant and the Owner to whom Declarant initially conveyed the Unit, unless the basis of the claim was intentional fraud or willful misconduct, in which case, the applicable law governing the limitation period and period of repose shall apply to the claim; or (iii) the end of the statutory period provided under applicable law governing the limitation period and period of repose.

(g) The exclusive period of limitation for the Association to bring any claim of any nature against Declarant or its contractors, including, but not limited to, a claim of construction defect or defective design of the Common Elements, shall be the earliest of: (i) for claims alleging construction defect or defective design, one (1) year from the date that the Association or its agents discovered or reasonably should have discovered evidence of the claim, provided, however, that in no event shall the limitation period exceed four (4) years from the date Declarant substantially completed the Common Elements unless the basis of the claim was intentionally concealed or willfully concealed by Declarant or its contractors, in which case, the state law governing the limitation period and period of repose shall apply to the claim; (ii) for claims other than those alleging construction defect or defective design of the Common Elements, two (2) years after the Declarant Control Period, unless the basis of the claim was intentional fraud or willful misconduct, in which case, the applicable law governing the limitation period and period of repose shall apply to the claim; or (iii) the end of the statutory period provided under applicable law governing the limitation period and period of repose.



(h) No judicial or administrative proceeding shall be commenced or prosecuted by the Association, nor shall the Association participate in any land-use or zoning proceedings (unless reasonably necessary to accommodate improvements on the Condominium or to comply with applicable zoning ordinance and use restrictions), unless approved by a vote of the Owners as hereinafter provided. The Board shall prepare a budget of the total estimated cost of the litigation or proceeding which shall be submitted to the Owners for a vote along with the estimate of the total cost of the litigation or proceeding made by the attorney being retained by the Association for the litigation or proceeding. The Association shall assess all Owners by special assessment for the total estimated costs and fees of the proposed litigation or proceeding and no funds from regular periodic assessments or capital contributions may be used for such purpose. The proposed litigation or proceeding, the budget, and the special assessment for litigation, must all be approved by a vote of the Owners representing at least seventy-five percent (75%) of the Total Association Vote, provided, however votes appurtenant to any Unit or Units then owned by Declarant shall be excluded if the proposed litigation or proceeding relates to a claim against Declarant. This subsection shall not apply, however, to (i) actions involving imposition and collection of assessments as provided herein, (ii) actions brought by the Association to enforce the covenants in this Declaration (including, without limitation, the foreclosure of liens); (iii) proceedings involving challenges to ad valorem taxation, (iv) counterclaims brought by the Association in proceedings instituted against it, (v) any land-use or zoning proceedings, or (vi) actions brought by the Association for damages in magistrate court. This subsection shall not be amended unless such amendment is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

(i) Each and every claim and cause of action arising out of or related to the design, construction, sale, maintenance, habitability or, condition of any Unit or the Common Elements that is asserted against Declarant or Declarant's general contractor by the Association or by any Owner shall be resolved by final and binding arbitration in accordance with the following:

(i) All arbitrations in which the Association is a party shall be resolved by a panel of three (3) arbitrators pursuant to the Rules of the American Arbitration Association, as modified herein.

(ii) All arbitrations in which an Owner is a party (and the Association is not a party) shall be resolved before one (1) arbitrator pursuant to the Rules of the American Arbitration Association, as modified herein.

(iii) The arbitration shall be conducted by a company actively involved in the dispute resolution business and mutually agreeable to all parties. In the event all parties cannot agree on an arbitrator, the arbitration shall be conducted by the American Arbitration Association.

(iv) The arbitration hearings shall be conducted in Atlanta, Georgia. All claims and causes of action of all Persons entitled to enforce (or bound by) this arbitration provision shall be asserted in a single arbitration proceeding, and multiple parties may be joined in the arbitration proceeding so that all disputes may be resolved in one forum.

(v) In any arbitration proceeding, requests for production of documents may be served by each party, and non-privileged, responsive documents that would be discoverable under Rule 34 of the Federal Rules of Civil Procedure (were the claims and causes of action being asserted in United State District Court) shall be produced. Depositions may be taken as allowed by the arbitration panel, which panel shall reasonably limit the number of depositions in order to avoid unnecessary or excessive expense, delay, or harassment.

(vi) The arbitration panel shall issue a written decision within thirty (30) days after the final hearing identifying with specificity each claim or cause of action asserted or resolved in any arbitration, and the legal principles of *res judicata* and collateral estoppel shall be applicable to any arbitration award. Any arbitration award may be confirmed and enforced in any court of competent jurisdiction.



(vii) This arbitration provision is expressly intended to benefit and be enforceable by each Person referenced in this Section whether or not such Person is bound by this arbitration provision. Any attempt by any such Person to enforce this arbitration provision shall constitute conclusive evidence of its intent to be bound hereby. Any portion of this Section, which may be held to be unenforceable shall be severable from the balance of this Section so that the remainder of this Section shall remain in full force and effect. Costs of the arbitration and awards of attorney's fees may be included in the decision of the panel. This provision shall survive the closing of the acquisition of a Unit by the initial Owner.

Section 23.5. Litigation.

(a) All Owners hereby acknowledge and agree that the Association shall not be entitled to institute, fund, finance, or join in any legal action, suit, or claim against anyone on behalf of any or all of the Owners that is based on any alleged defect in any Unit or any damage allegedly sustained by any Owner by reason thereof, but rather, that all such actions shall be instituted by the Person(s) owning such Units or allegedly sustaining such damage. For the purposes hereof, the "Unit" shall not be deemed to include the undivided interest in the Common Elements attributable to each Unit.

(b) All Owners hereby acknowledge and agree that no Owner shall be entitled to institute or join in any legal action against anyone that is based on any alleged defect in the Common Elements, but rather, that all such actions shall be instituted by the Association on behalf of the Owners.

(c) No legal action, suit, or claim (including administrative claims) (hereinafter the "Claim") shall be commenced or prosecuted by the Association unless approved by a vote of the Owners as hereinafter provided. The Board shall prepare a budget of the total estimated cost of the Claim that shall be submitted to the Owners for a vote along with the estimate of the total cost of the Claim made by the attorney being retained by the Association for the Claim. No capital contribution made by an Owner in accordance with Article 10 hereof or reserve account funds shall be used for funding the costs of the Claim. The proposed Claim, the budget, and any special assessment therefore, must all be approved by a vote of the Owners representing at least two-thirds (2/3) of the Total Association Vote. This Section shall not apply, however, to (a) actions involving imposition and collection of assessments as provided herein, (b) actions brought by the Association to enforce the covenants in this Declaration (including, without limitation, the foreclosure of liens); (c) proceedings involving challenges to ad valorem taxation, (d) counterclaims brought by the Association in proceedings instituted against it, (e) any land-use or zoning proceedings, or (f) actions brought by the Association for damages in magistrate court. This Section shall not be amended unless such amendment is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

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

Section 23.6. Successor Declarants. Any successor to Declarant shall not be responsible or subject to liability by operation of law or through the purchase of Declarant's interest in the Condominium or any portion thereof at foreclosure or otherwise for any act, omission, or matter occurring or arising from any act, omission, or matter occurring prior to the time the successor succeeded to the interest of Declarant.

Section 23.7. Disclosures. Each Owner and Occupant acknowledges the Disclosures set forth in Exhibit "A" attached hereto and incorporated herein.



Section 23.8. Services During Declarant Control. Each Owner acknowledges that Declarant and its affiliates may provide services utilized by communities such as the Condominium including, but not limited to, management services. Each Owner consents and agrees that the Association may enter into service contracts with Declarant and its affiliates.

Section 23.9. Amendments. Except where a higher vote is required for action under any other provision of this Declaration or by the Act, in which case such higher vote shall be necessary to amend such provision, this Declaration may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the members of the Association holding two-thirds (2/3) of the Total Association Vote and such amendment shall otherwise comply with the provisions of Section 44-3-93 of the Act. Moreover, no amendment to this Declaration shall modify, alter, or delete any: (a) provision of this Declaration that benefits Declarant; (b) rights, privileges, easements, protections, or defenses of Declarant; or (c) rights of the Owners or the Association in relationship to Declarant, without the written consent of Declarant attached to and recorded with such amendment, until the later of the following: (i) the date upon which Declarant no longer owns any Unit; or (ii) ten (10) years after the date on which this Declaration is recorded in the Official Records, whichever period of time is longer.

Section 23.10. Severability. Invalidity of any one of these covenants, conditions, or restrictions contained in this Declaration by judgment or court order or otherwise shall in no way affect the application of such provision to other circumstances or affect any other provision(s), which shall remain in full force and effect.

Section 23.11. Declarant Rights. Notwithstanding anything to the contrary herein, and in addition to Declarant's right to appoint and remove officers and directors under Article 3, Section 2 of the Bylaws and other rights set forth herein, Declarant shall have the right, as long as Declarant owns at least one (1) Unit, to conduct such sales, marketing, leasing, administrative and other activities at the Condominium as Declarant deems appropriate for the sale, marketing or leasing of any Unit and Declarant shall have a non-exclusive easement right across the Common Elements to erect signs, banners, balloons and other decorations and to conduct such other sales, marketing and leasing activities as provided herein. Declarant may also maintain any Unit it owns as a model Unit or as a sales office.

Section 23.12. Preparer. This Declaration was prepared by Seth G. Weissman, Esq., Weissman PC, One Alliance Center, 4th Floor, 3500 Lenox Road, Atlanta, Georgia 30326.

ARTICLE 24. EXPANSION OF THE CONDOMINIUM

Declarant reserves the option to expand the Condominium by adding to the Condominium all or any part of the Additional Property on one (1) or more occasions. Except for zoning and other governmental requirements, there are no limitations as to the location of improvements on the Additional Property. The Additional Property may be added as a whole at one time or portions may be added at different times. There are no limitations fixing the boundaries of any portion of the Additional Property that may be submitted to this Declaration, and there are no limitations regulating the order in which portions of the Additional Property may be submitted to this Declaration.

This option shall expire seven (7) years from the date of recording of this Declaration; provided, however, Owners of Units to which two-thirds (2/3) of the Total Association Vote, excluding any votes appurtenant to any Unit or Units then owned by Declarant, may consent to the extension of this expansion option within one (1) year prior to the date upon which the option would have otherwise expired. The maximum number of Units that may be created on the Additional Property and added to the Condominium is two hundred eighty (280). The maximum average number of Units per acre that may be created on any portion of property added to the Condominium is one hundred fifty-seven (157).

No assurances are made that any improvements will be made on all or any of the Additional Property that may be submitted to this Declaration. The Additional Property shall not necessarily be restricted exclusively to residential use, but shall be subject only to uses allowed by applicable zoning



ordinances. No assurances are made that the units that may be built on all or any portion of the Additional Property will be substantially identical to the Units on the submitted property in any way whatsoever, including but not limited to the quality of construction, the principal materials to be used in such construction and architectural style. All improvements to be located on each portion of the Additional Property that is being submitted to the Condominium shall be substantially complete prior to its submission to the Condominium. Declarant shall have the right to assign Limited Common Elements on the Additional Property, which may include Limited Common Elements different from those assigned in this Declaration, it being understood that there shall be no limitations on the right to assign Limited Common Elements on the Additional Property.

In addition, in the event that the Additional Property is added to the Condominium, Declarant shall have the right, but not the obligation, to assign portions of the existing Common Elements as Limited Common Elements to some or all of the Units existing as of the date of recording of this Declaration. The undivided interests in the Common Elements are allocated among the Units on the submitted property on the following basis: square footage of the Units, and, upon the expansion of the Condominium to include any portion of the Additional Property, shall be reallocated among the Units on the submitted property and the Additional Property on the same basis.

Any expansion under this Article shall be effected by Declarant unilaterally executing and recording the required amendments to this Declaration, the plats and the plans required by the Act, and to reflect any differences in the subsequent phase or phases as contemplated by this Article, at Declarant's sole expense. The Units thereby created and added shall be owned by Declarant, but the Common Elements shall be owned by all of the Owners.

[SIGNATURES ON FOLLOWING PAGE]



IN WITNESS WHEREOF, Declarant has executed this Declaration under seal this 6th day of November, 2020.

DECLARANT: 788 HIGH RISE, LLC,
a Delaware limited liability company

By: [Signature] (SEAL)

Print Name: JinSong Yang, Manager

Signed, sealed, and delivered this 6th
day of November, 2020
in the presence of:

[Signature]
Witness

[Signature]
Notary Public

[NOTARY SEAL]



EXHIBIT "A"**DISCLOSURES**

1) Adjacent Properties. Declarant makes no representations or warranties regarding the future development or use of other properties adjacent to or in the vicinity of the Condominium (collectively "Adjacent Properties"). Any floor plans, renderings, models, drawings, and the like, which purport to depict the Adjacent Properties, or any portion thereof, are merely projections, which are subject to change and do not reflect an actual commitment to develop the Adjacent Properties in any particular manner. Owner shall not rely on any projected plans for the future development of the Adjacent Properties as an inducement to acquire the Unit. Adjacent Properties shall not necessarily be restricted exclusively to residential use, but shall be subject only to uses allowed by applicable zoning ordinances, which may include, without limitation, office, retail, and other commercial uses. No assurances are made that the improvements which may be built on all or any portion of the Adjacent Properties will be substantially identical to the improvements on the Condominium property in any way whatsoever, including but not limited to the quality of construction, the principal materials to be used in such construction and architectural style. The development of the Adjacent Properties may alter or block the views available from the Unit.

2) Association Budget. The Association budget provided to Owner is based on estimated expenses only and may increase or decrease significantly when the actual expenses of the Association become known. The budget of the Association may also increase or decrease significantly due to many factors including, but not limited to: (a) actual expenses of operating the Condominium being higher than initially thought; (b) prices increasing or decreasing significantly, (c) increases or decreases in the services being provided by the Association, (d) larger or smaller amounts being set aside for future reserves and operating and capital, and (e) unexpected and emergency expenditures.

3) Building Code. While the general contractor is obligated to build the Condominium in accordance with the building code, no representations are made that the Condominium will exceed the standards set forth in the building code.

4) Cable, Telephone and Internet. The Condominium Association will enter into a ten (10) year exclusive marketing agreement for cable, telephone and Internet services that will pay revenue to the Condominium Association based upon the sale of these services to Owners and Occupants in the building.

5) Ceiling Height. The ceiling height of Units from the top of the concrete slab that is the floor of the Unit to bottom of the concrete slab which is the ceiling of the Unit is approximately nine feet, nine inches (9' 9"), except for the 1st, 17th & 18th floors which have fourteen feet (14' 0"), ten feet, eight inch (10' 8"), and eleven feet, eight inch (11' 8") ceilings, respectively. However, the finished flooring, including carpet pads, carpet tile, hardwood flooring, etc. sits on top of the concrete slab and skim coating, soffit, lighting, ceiling fans, conduit and dropped ceilings are attached to the bottom of the concrete slab constituting the main ceiling of the Unit effectively reducing the (9' 9"), (14' 0"), (10' 8"), & (11' 8") ceiling height.

6) Cellular Service. Declarant makes no representations and warranties regarding the availability and quality of cellular and internet service in the Unit and in the Condominium.

7) Certain Construction Issues. Purchaser acknowledges and agrees that it is not a third-party beneficiary to any agreement for development and/or construction services entered into by Seller. Purchaser and its insurer waive all rights of subrogation against the Seller, Developer and contractor(s) and all others performing or providing development and/or construction services to any portion of the condominium including the units.

8) Clothes Dryers. All clothes dryer models must have the capability to vent greater than 80 Feet.

9) Community Conditions. Since in every community there are conditions which different people may find objectionable, Owner acknowledges that there may be conditions outside of the Condominium that Owner may find objectionable. It shall be the sole responsibility of Owner to become acquainted with community conditions that may now or in the future affect the Unit and Owner's enjoyment of the same.

EXHIBIT "A"**DISCLOSURES**

10) Concrete. Concrete surfaces in portions of the Condominium are subject to cracking due to (i) water penetration, (ii) expansion and contraction of the concrete with temperature changes, (iii) building settlement, and (iv) other factors. Declarant shall not be liable for any such cracking.

11) Condominium Name. Owner consents to the Declarant changing, in its sole discretion, the Condominium name and the street names and addresses within the Condominium including the street address of the Unit before or after Closing.

12) Construction Activities. Declarant's agents may be constructing portions of the Condominium and engaging in other construction activities related to the construction of Common Elements and finishing of units. Such construction activities may, from time to time, produce certain conditions on the Condominium, including, without limitation: (i) noise or sound that is objectionable because of its volume, duration, frequency or shrillness; (ii) smoke; (iii) noxious, toxic, or corrosive fumes or gases; (iv) obnoxious odors; (v) dust, dirt or flying ash; (vi) unusual fire or explosion hazards; (vii) temporary interruption of utilities; and/or (viii) other conditions that may threaten the security or safety of persons on the Condominium. Notwithstanding the foregoing, Owner agrees that such conditions in the Condominium resulting from construction activities shall not be deemed a nuisance or discomfort to Owner and shall not cause Declarant and its agents to be deemed in violation of any provision of the Declaration.

13) Construction Changes. Building code requirements may change during the construction of the Condominium and may not necessarily be incorporated into the design or construction of the Condominium. During construction, there may be changes and alterations made to the original stamped and approved design drawings and the construction of the Condominium as a matter of necessity to achieve cost savings and due to field changes ordered by the architect, engineer, Declarant and various building inspectors. Such changes and alterations shall not be a basis for a breach of contract provided that the change or variation complies with building code requirements.

14) Construction Products. All buildings contain products that have water, powders, solids and industrial chemicals, which will be used in construction. The water, powders, solids and industrial chemicals will and do contain mold, mildew, fungus, spores and chemicals that may cause allergic or other bodily reactions in certain individuals. Leaks, wet flooring and moisture will contribute to the growth of mold. Declarant is not responsible for any illness or allergic reactions that a person may experience as a result of mold. It is the responsibility of Owner to keep the Unit clean, dry, well ventilated and free of contamination.

15) Construction Scope. During the course of the construction of any building, including the Condominium building, variations from the original plans and specifications, some of which add scope, some of which reduce scope, and some of which alter scope, are inevitable and can, do, and may occur as a matter of intention and/or as a matter of necessity. Therefore, some code requirements may change during the interim period which may not be incorporated into the design of the Condominium building.

16) Crime. Crime occurs in every community. Declarant makes no representations that the community or the Condominium will be free of crime. Declarant does no criminal background check on Owners or Occupants of Units. Owner should be alert to and guard against the potential for crime. Crime statistics are maintained by the police in the jurisdiction in which the Condominium is located. It shall be Owner's sole responsibility to keep abreast of trends in criminal activity and to act accordingly.

17) Easements. There may be easements, licenses and rights for third parties to use certain areas of the Condominium.

18) Electrical Main Junction Box and Electrical Car Charging. The electrical main junction box on each floor of the parking deck will have a limited capacity. Therefore, depending on: 1) the type of charging equipment a resident may require; and 2) auto charging equipment previously installed for other residents, a resident may not be able to install an electrical charging outlet. Any and all electrical charging equipment must be approved by the ARC installed by a licensed electrician and meet all building and fire codes and regulations. Parking electrical service (PES) will be issued based on a first come basis. Upon issuance of PES the Owner will be obligated to pay a monthly fee of \$40.00 per month for electrical

EXHIBIT "A"**DISCLOSURES**

usage. The Owner will not be obligated to pay the \$40.00 per month upon written notice to the management office of termination of the electrical service and disconnection from the main power supply. The Owner shall be responsible for all electrical and other installation costs including but not limited to electrical service from the Owners parking space to the main power source in accordance with all building codes.

19) Elevators. Elevators serving the building may malfunction from time to time and become stuck between levels for temporary periods. During such times, the only access to and from Units may be on the stairs. Neither Declarant nor the Association shall be liable for any such malfunctions.

20) Encroachments. Improvements may have been constructed on adjoining properties that encroach onto the Condominium property. Declarant gives no representations or warranties as to property rights, if any, created by such any such encroachments.

21) Entry System. The Condominium will be served by a limited access entry gate system and by a building control access system. The Declarant shall only provide one (1) remote access parking device for each parking space assigned to the Unit. Declarant is not a provider of security.

22) Erosion/Flooding. The Condominium may be subject to erosion and/or flooding during intense or prolonged periods of certain weather conditions.

23) Exterior Inspections. The exterior skin of the building is glass, lightweight cast stone and EIFS (exterior insulation and finish system). The exterior of the Condominium needs to be inspected on a regular basis to ensure that rainwater does not penetrate into the interior of the building where it might cause damage. As buildings settle or are exposed to the elements exterior caulk and flashings can dry and/or pull away from their original locations creating openings through which water can penetrate. A regular inspection and maintenance program can help identify areas where maintenance work should be performed. Declarant has prepared an inspection and maintenance manual for use by the Association which contains recommended minimum inspection and maintenance intervals. Declarant has found that caulks, sealants, flashings and waterproofing materials tend not to have the useful life specified by the manufacturers of these materials and may need to be replaced with greater frequency than what has been specified.

24) Financial Representations. Owner is entering into this Agreement without reliance upon any representations from Declarant concerning any potential for future profit, any rental income potential, tax advantages, depreciation or investment potential and without reliance upon any other monetary or financial advice. Owner acknowledges and agrees that no such representations, including representations as to the ability or willingness of Declarant or its affiliates to assist Owner in renting or selling the Unit, have been made by Declarant, or any of its agents, employees or representatives, including, but not limited to, the Brokers.

25) Financing. Declarant makes no representations or warranties regarding the present or future availability of financing for the Unit or the eligibility of the Condominium for approval by Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, U.S. Department of Housing and Urban Development, and any other entity that purchases, guarantees, and/or insures loans for condominium units. If Owner has any concerns about obtaining financing now or in the future for the Unit, Owner should conduct Owner's own investigations regarding the availability of financing for the Unit. Owner further agrees and acknowledges that Owner is not relying upon any representation or warranties by Declarant or its agents or representatives regarding the present or future availability of financing as an inducement to enter into this Agreement.

26) Fixtures. Certain materials used for fixtures in the Unit (including, but not limited to, brass/chrome plumbing fixtures, brass/chrome bathroom accessories and brass/chrome light fixtures) are subject to discoloration and/or corrosion over time.

27) Flat Roof System. The building is constructed with a flat roof system. Rainwater and refuse may accumulate on various portions of the building's roof system and should be anticipated by the Owners and Occupants. Minimizing water intrusion and water penetrations may be possible if the

EXHIBIT "A"**DISCLOSURES**

building's roof systems are properly maintained by the parties responsible for providing such maintenance, as more specifically set forth in Article 17 of the Declaration of Condominium.

28) Floor Plans. The Floor Plans and the dimensions and square footage calculations shown thereon are only approximations with such calculations being generally based upon the Unit boundaries set forth in the Declaration of Condominium. If Owner is concerned about any representations regarding the Floor Plans, Owner should do Owner's own investigation as to the dimensions, measurements and square footage shown thereon.

29) Flooring. Carpets, hardwood floors, and other flooring surfaces are subject to fading and wear over time. Hardwood flooring in the Unit can be damaged or scratched as a result of normal wear and tear including, but not limited to, moving furniture, wearing footwear in the Unit (particularly high-heeled shoes), and dropping items on the floor. In addition, spaces may appear between boards in hardwood floors due to expansion and contraction of the flooring material. Such damage and scratches are a normal attribute and expected consequence of having hardwood flooring, and such damage and scratches shall not constitute a construction defect.

30) Grading. The grading of the soil and other elements created by nature, as well as building materials developed by humans, many times create unwanted and undesired gases and other contaminants in the Units and Condominium. Also, since energy conservation has become a concern, there is a need to build homes and residential buildings that are more airtight. As a result, these homes and residential buildings trap unwanted gases in different degrees depending on how each person lives within their home or such residential building. To date measurements of such unwanted gases (such as the radon gas described below and carbon dioxide) are reported as parts of the air they occupy.

31) Humidity. The Unit may trap humidity generated from normal activities occurring within the Unit including washing and drying clothes, bathing and showering, washing dishes, cooking, watering plants, maintaining a fish tank, etc. The more these activities occur in a Unit, the more humidity will be generated. As a result, condensation may appear on the interior portion of windows and glass surfaces and fogging of windows and glass surfaces may occur due to temperature disparities between the interior and exterior portions of the windows and glass. Condensation is a naturally occurring phenomenon. While humidity cannot practically be prevented, Owner may elect to reduce excess humidity by adding a de-humidifier or running the exhaust fan or fans within the Unit. If humidity is left unattended and not properly maintained by Owner, the condensation may increase resulting in staining, damage to surrounding seals, caulk, paint, wood work and sheetrock, and potentially mold or mildew. Owner further agrees not to block or cover any of the heating, ventilation or air-conditioning ducts located in the Unit.

32) HVAC. In constructing the Unit, Declarant shall have the right to do the following: (i) locate the heating, wiring and electrical system, hot water heater, all plumbing lines, and gas and electric meters at Declarant's discretion; (ii) remove trees, plants, shrubbery and rocks from the Condominium; (iii) substitute construction materials, appliances, equipment and fixtures from those specified in the construction specifications in Declarant's reasonable discretion, provided that the substitutions are of equal or better quality materials, appliances, equipment and fixtures than those originally specified and provided; and (iv) determine the ground elevation of the Condominium. Owner agrees that industry standards, as determined in the reasonable exercise of Declarant's discretion, shall govern the acceptability of any particular substitution. The substitutions and deviations referenced above shall not be the basis of any claim by Owner against Declarant nor shall it be a basis for Owner not to accept the Unit or otherwise not fulfill Owner's obligations under this Agreement. The performance and methods and practices of operating heating and cooling systems can be directly affected by the orientation and location of a room or Unit in relation to the sun. Declarant shall, therefore, have no obligation other than to install a heating and cooling system at the Unit which has been sized and designed based on industry standards for the type and size of unit to be constructed and which functions in accordance with industry standards. No representations are made that the systems in the Unit including, by way of example only, heating and air conditioning and electrical systems will operate or perform at a level or standard greater than the minimum specifications of the manufacturer.

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33) Ice and/or Snow. Ice and/or snow may accumulate on sidewalks and paved areas during periods of cold weather temperatures. This may result in slippery and dangerous conditions unsuitable for pedestrian traffic. Owner shall be deemed to assume the risk of injury and damages arising from such conditions.

34) Images and Photography. Owner consents to Declarant using interior and exterior's images, pictures and photography of Owner's Unit in marketing other units in the Condominium for sale or lease. Owner hereby grants Declarant the right to obtain and use images, pictures and photography of the Condominium (including the Unit) for publication, advertising, sales and marketing purposes, provided the foregoing shall not be deemed to provide Declarant with the right to enter the Unit and take photographs inside the Unit after Closing. Photography and film activities (including bright lighting) related to Declarant's sales and marketing of the Condominium may occur at various times of the day within the Condominium so long as Declarant owns a unit.

35) Infrastructure. Declarant makes no representation as to the location of mailboxes, utility boxes, street lights, fire hydrants or storm drain inlets or basins.

36) Insulation. Insulation thickness may vary depending upon local conditions and construction factors, including, but not limited to, such items as wall openings and plumbing of other structures or obstructions within the walls that displace the insulation.

37) Large Trucks. Large trucks, including, but not limited to semi-trucks/trailers, are not permitted on the Property as the loading area will not accommodate those types of vehicles. An Owner or Occupant shall review the loading area with the moving company and determine the appropriate vehicle to use.

38) Leasing. The units in the Condominium are subject to leasing restrictions as more particularly described in the Declaration.

39) Light. Light may emit from structures located on Adjacent Properties.

40) Location of Mailboxes and Other Items. Declarant makes no representation as to the location of mailboxes, utility boxes, street lights, fire hydrants or storm drain inlets or basins.

41) Marketing. Declarant reserves the right to implement any marketing program it deems desirable to market Units within the Condominium. This includes, but is not limited to, the use of model Units, signs, flags, banners, media advertising, modifications of model and production Units, etc. Declarant also reserves the right to price units at, above, or below the current market value in an effort to sell units.

42) Media Equipment. Declarant makes no representations or warranties regarding any electronic media equipment located in the Common Elements (including, but not limited to plasma televisions). Such equipment may need repairs or replacement in the future and Declarant shall not be responsible for such repairs or replacement under any circumstances.

43) Mold. Owner acknowledges that microscopic mold spores exist inside every unit and are present in soil, air and elsewhere in the environment. Mold is a fungus that thrives in environments where there is moisture and warmth. Some molds are harmful while others are not. Some persons have a sensitivity to mold while others do not. Mold growth can be minimized through good housekeeping practices and removing moisture in a unit. Concerns have been expressed about the possible adverse effects on human healthy from exposure to mold. Owner acknowledges having read about mold and how to remove it at www.epa.gov/mold/. Owner waives and releases all claims Owner has or may have against Declarant and its affiliates relating to mold. Owner agrees that the presence of mold in the Unit shall not be a basis for terminating this Agreement, and that Declarant and its affiliates make no representations or warranties, express or implied, concerning the past, current or future presence or absence of mold in any part of the Condominium. Declarant recommends that Owner conduct Owner's own investigation and consult with such experts as Owner deems appropriate regarding the occurrence and effects of mold, and the potential sensitivity risk that Owner and Owner's occupants, who will occupy or use the Unit, may be subject to. Owner agrees to maintain the Unit in such a manner to reduce the potential for mold formation or growth, and shall, upon taking title to the Unit, waive all rights to damages

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and subrogation of damages resulting from mold in the Unit. See Section 17.8 of the Declaration for further information regarding mold.

44) Natural Wood. Natural wood has considerable variation in its appearance due to its organic nature. There may be shades of white, red, black or green in areas. In addition, mineral streaks may also be visible. Grain pattern or texture will vary from consistent to completely irregular; wood from different areas of the same tree can also have variations in pattern or texture. It is these variations in wood that add to its aesthetic appeal. These variations in grain will in turn accept stain in varying amounts, which will show throughout the wood products from one door to the next, one panel to the next or one piece of wood to the next. Also, cabinet finishes (including gloss and/or matte finishes) will not be entirely consistent and some minor irregularities will be apparent. Additionally, wood and wood products may be subject to warping, splitting, swelling and/or delamination. The foregoing conditions are normal conditions and shall not constitute a construction defect.

45) Odors and Light. In addition to sound and vibration, there may be odors (from restaurants, food being prepared and dumpsters) and light (from signs, billboards, streetlights, other buildings, car headlights, traffic and other similar items) in urban areas and these things are part of the reality and vibrancy of urban living.

46) Paint. Due to the large quantity of paint used in the project, slight variations in paint shade or sheen may exist from unit to unit. Due to the properties within today's paints, paint may yellow somewhat with time. This is a normal occurrence and is therefore not covered as a warranty issue. Avoid washing or scrubbing painted walls. Lightly soiled areas may be cleaned using a sponge with water and lightly wiping over the soiled areas.

47) Parking and Parking Deck Floors. Declarant makes no representations or warranties regarding the availability of guest parking. The parking deck is open to weather at the perimeter. Water may pond in parking spaces. Water may drip onto any vehicle from the parking deck level above the level on which the vehicle is parked or located. Such dripping water may include calcium deposits which may cause damage to the vehicle. Damage to a vehicle may be limited if the owner of the vehicle immediately washes off any calcium deposits situated on the vehicle. Neither Seller nor Association shall be held liable for any loss or damage resulting from such calcium deposits to any vehicle. The concrete floors in the parking deck flex. Some of the assigned parking spaces are designated as compact spaces. See the architectural plan for location and dimensions of these spaces.

48) Personal Property Insurance. The personal property belonging to Owners is not normally covered under the condominium association's master insurance policy. Owners are encouraged to consult with an insurance professional about purchasing an H06 policy to cover the personal property of Owner kept in the Unit.

49) Pricing. Declarant has the right to establish prices for the sale of units in the Condominium from time to time without regard to the price to be paid by Owner or any other Owners for any specific unit within the Condominium. Owner acknowledges Declarant's right to offer price reductions, financing incentives, reduced interest rates, optional features, and other similar incentives to other Owners of units in the Condominium without any obligation to offer any comparable incentives to Owner.

50) Radon. The United States Environmental Protection Agency ("EPA") has indicated that a number of homes and residential buildings in the United States experience elevated levels of radon gas. Radon is a naturally occurring gas that is caused by radioactive decay of the element radium. Since radium is contained in the earth's crust and dissolves readily in water, radon can be found virtually everywhere and can enter the home or residential buildings through a variety of sources. Owners or occupants seeking information about radon can contact the EPA or a state environmental office. Neither Declarant nor the Association has any expertise in the measurement or reduction of radon in homes or residential buildings or regarding acceptable levels or possible health hazards associated with radon. Neither Declarant nor the Association makes any warranty or representation of any kind, express or implied, regarding the presence or absence of radon gas, or regarding the effectiveness of any architectural activities for reducing the presence of radon.

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51) Railroad Line and Trains. There is an active railroad line close to the Property. There may be noise, railroad horns, whistles and vibrations from trains using the railroad lines.

52) Recorded Condominium Instruments. The Condominium is subject to those instruments recorded now or in the future in the Official Records, including, but not limited to, the title exceptions, as may be amended referenced in Exhibit "I" attached hereto and incorporated herein.

53) Schools. No representations are made regarding the schools that currently or may in the future serve the Condominium.

54) Services. No representations are made that building services such as, by way of example only, concierge, valet or building monitoring will continue at their present level or at all. The type of services and the extent to which they are provided shall be determined by the Board of Directors through the budgeting process. Under the Bylaws, the budget is prepared by the Board of Directors and is subject to a veto right by the Owners.

55) Smoking. Except as set forth herein, the Property shall be smoke-free. Smoking and vaping shall only be permitted inside of Units with the windows and doors shut. Smoking and vaping shall be prohibited in all other portions of the Property.

56) Sound and Vibrations. In a condominium where units are located in close proximity to one another Owners and Occupants should have an expectation of hearing sounds inside their Units that originate from outside their Units. No representations are made that the Units will be soundproof, free of railroad tracks vibrations or that sound and vibrations may not be transmitted from one Unit to another, from the Common Elements (including, Limited Common Elements) to a Unit from a Unit to the Common Elements including Limited Common Elements and from outside of the Condominium to a Unit. The Condominium has not been designed to prevent the transmission of sound and vibration beyond what is required under applicable building codes in effect at the time the building permits were initially issued for the Condominium. Among other things, sound and vibrations caused by people running, jumping, playing, wearing high heeled shoes or exercising; dogs barking, walking or running; sounds from televisions, alarms going off, garbage disposals, music being played, people talking, arguing and engaging in other life activities, and toilets, plumbing, HVAC and other equipment may be heard in other Units. Sound and vibrations from the Common Elements (including the Limited Common Elements) may also be heard or felt inside of Units. By way of example only, sounds and vibrations caused by elevator machinery, elevator bells announcing that an elevator has arrived on a floor, heating and air conditioning equipment, trap door covers on air discharge ducts, toilets, plumbing and sewer lines being used, trash being disposed of in a trash chute, trash being picked up, deliveries being made, humming of balcony railings caused by the wind, and other similar sounds and vibrations may be heard or felt inside a Unit. Sound or vibration transmission between Units and Common Elements is inherent in multi-family construction and is not a construction defect. HVAC systems, plumbing, tile and hardwood surfaces within the Units may transmit noise, and such noise shall not constitute a use of a Unit that interferes with or causes disruption to the use and quiet enjoyment of the Unit by a Owner or any Occupant. The Condominium is located in an urban environment which contains a diverse mix of land uses and activities. By way of example only, sound and vibrations may be heard and felt from such things as sirens, whistles, bells, horns, the playing of music, equipment being operated, construction activity, building and grounds maintenance being performed, ambulances, airplanes, buses, trucks, automobiles, trains and other generators of sound and vibrations typically found in an urban area. Sound occurs at a variety of frequencies. In urban areas, there is often a broader range of sounds and vibrations that are produced than in other areas. Sounds may also be heard within a Unit from mechanical systems inside or serving a Unit including from HVAC systems cycling on and off, hot water heaters cycling on and off, dishwashers, washing machines, dryers, exhaust fans and ceiling fans.

57) Stone. Veins and colors of any marble, slate or other stone in a Unit, if any, may vary dramatically in appearance from one piece of stone to another. Each piece is different. Marble, granite, slate and other stone can also have chips and shattering veins, which look like scratches. The thickness of the joints between marble, granite, slate and other stone and/or other materials against which they have been laid will vary and there will be irregularities in surface smoothness. Marble, granite, slate, and

EXHIBIT "A"**DISCLOSURES**

other stone finishes may be slippery particularly when wet and Declarant assumes no responsibility for injuries sustained as a result of exposure to or use of such materials. Periodic use of professionally approved and applied sealant is needed to ensure proper maintenance of the marble, slate and other stone and it is Owner's responsibility to properly maintain these materials in the Unit. Marble, granite, slate, and other stone surfaces may scratch, chip or stain easily. Such substances may flex or move slightly in order to absorb impacts. Such movement may in turn cause grout to crack or loosen or cause some cracking in the stone flooring which may need to be repaired as part of normal home maintenance.

58) Storage Spaces. Storage spaces may be heated and cooled but will not be controlled for humidity.

59) Thoroughfares. The Condominium is located adjacent to thoroughfares that may be effected by traffic and noise from time to time and may be improved or widened in the future.

60) Unwanted Gasses. The grading of the soil and other elements created by nature, as well as building materials developed by humans, may at times create unwanted and undesired gases and other contaminants in homes and residential buildings, both new and used. Also, since energy conservation has become a concern, there is a need to build homes and residential buildings that are more airtight. As a result, these homes and residential buildings trap unwanted gases in different degrees depending on how each person lives within their home or such residential building. To date measurements of such unwanted gases (such as the radon gas described in item (25) above, and carbon dioxide) are reported as parts of the air they occupy. Since the quality of air a person breathes can affect his or her health, Declarant recommends frequent airing of the Unit to introduce fresh air uncontaminated with such gases.

61) Upgrades. The cost of upgrades, if any, may not necessarily result in a commensurate increase in the value of the Unit.

62) Vehicles. Trucks, sports utility vehicles, vans, minivans, large sedans, or any other vehicles other than compact passenger vehicles may not fit into either the parking garage or parking spaces.

63) Views. The views from and light available to a Unit and from the Limited Common Elements serving the Unit may change over time due to, among other circumstances, additional development and the growth or removal of landscaping. Power and other utility lines may negatively affect the views from certain units. No representations have been made to Owner regarding whether Owner will have any particular view from a Unit or whether such view will or will not change over time.

64) Volatile Organic Compounds (VOCs). VOCs are organic chemicals that have a high vapor pressure at ordinary room temperature. There are many different types of VOCs. VOCs can be either man-made or naturally occurring. Certain VOCs may be dangerous to human health or have unappealing odors. VOCs can result from paint, the presence of regulated substances in soils and/or underground, construction materials as well as new furnishings and certain types of equipment. Good ventilation and air-conditioning systems may reduce VOCs in the indoor environment. Neither Declarant nor the Association has any expertise in the measurement or reductions of VOCs in homes or residential buildings or regarding acceptable levels or possible health hazards associated with VOCs. Neither Declarant nor the Association makes any warranty or representation of any kind, express or implied, regarding the presence or absence of VOCs, or regarding the effectiveness of any design or architectural activities for reducing the presence of VOCs.

65) Water. Water may pond on various portions of the Condominium having impervious surfaces with minimal slope, such as terraces, and balconies, as applicable.

66) Window Coverings and Standards. No drilling into window frames for window coverings (shades and blinds) or for any other purposes is allowed as this could produce water leaks and warranties, if any, will be void. Acceptable window treatments for the residential units are draperies, fabric roller shades, sheer fabric, shutters, Plantation Shutters, vertical blinds or horizontal blinds. The color of all window treatments visible from outside the Residential Unit, including any tiebacks, must be white or off-white or as approved by the ACC in accordance with this Declaration. In addition, bed sheets,

EXHIBIT "A"

DISCLOSURES

blankets, towels and other similar type coverings shall not be used as window treatments. No window film or window tinting shall be allowed without the prior written permission of the Architectural Control Committee.

67) Zoning. No representations are made regarding the zoning or future uses of adjacent or nearby properties, or that the category to which such properties are zoned may not change in the future.

EXHIBIT "B"

BYLAWS

OF

788 WEST MIDTOWN CONDOMINIUM ASSOCIATION, INC.



**One Alliance Center, 4th Floor
3500 Lenox Road
Atlanta, Georgia 30326
(404) 926-4500**

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BYLAWS

OF

788 WEST MIDTOWN CONDOMINIUM ASSOCIATION, INC.

ARTICLE 1. GENERAL

Section 1.1. Applicability. These Bylaws provide for the self-government of 788 West Midtown Condominium Association, Inc. in accordance with the Georgia Condominium Act, O.C.G.A. § 44-3-70, *et seq.*, as may be amended from time to time ("Act"), the Articles of Incorporation for 788 West Midtown Condominium Association, Inc. filed with the Secretary of State of Georgia ("Articles of Incorporation"), and the Declaration of Condominium for 788 West Midtown, A Condominium, recorded in the Fulton County, Georgia land records ("Declaration"), all as may be amended from time to time.

Section 1.2. Name. The name of the corporation is 788 West Midtown Condominium Association, Inc. ("Association").

Section 1.3. Definitions. The terms used in these Bylaws shall have their normal, commonly accepted meanings or the meanings specified in Article 2 of the Declaration.

Section 1.4. Membership. An Owner of a Unit shall automatically become a member of the Association upon taking title to the Unit and shall remain a member for the entire period of ownership. As may be more fully provided below, an Owner's spouse may exercise the powers and privileges of the Owner. If title to a Unit is held by more than one (1) Person, the membership shall be shared in the same proportion as the title, but there shall be only one (1) membership and one (1) equal vote per Unit. Membership does not include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate an Owner's membership. Membership shall be appurtenant to the Unit and shall be transferred automatically by conveyance of that Unit and may be transferred only in connection with the transfer of title.

Section 1.5. Entity Members. In the event an Owner is a corporation, limited liability company, 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 or representative of such legal entity shall be eligible to represent such legal entity in the affairs of the Association, including, without limitation, serving on the Board of Directors of the Association. Such person's relationship with the Association shall terminate automatically upon the termination of such person's relationship with the legal entity which are the Owner, and termination of the person's relationship with the Association will create a vacancy in any elected or appointed position within the Association in which such person may have been serving and such vacancy will be filled in accordance with these Bylaws.

Section 1.6. Voting. Each Unit shall be entitled to one (1) equal vote, which vote may be cast by the Owner, the Owner's spouse, or by a lawful proxy as provided below. When more than one (1) Person owns a Unit, the vote for such Unit shall be exercised as they determine between or among themselves, but in no event shall more than one (1) vote be cast with respect to any Unit. If only one (1) co-owner attempts to cast the vote for a Unit, it shall be conclusively presumed that such co-owner is authorized on behalf of all co-owners to cast the vote for such Unit. In the event of disagreement between or among co-owners and an attempt by two (2) or more of them to cast such vote or votes, such Persons shall not be recognized and such vote or votes shall not be counted. No Owner shall be eligible to vote, either in person or by proxy, or to act as a proxy for any other Owner if that Owner is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association or if the Owner has had its voting rights suspended for the infraction of any provision of the Condominium Instruments. If the voting rights of an Owner have been suspended, that Owner shall not be counted as an eligible vote for purposes of establishing a Majority or a quorum.



Section 1.7. Majority. Except as otherwise specifically provided in the Condominium Instruments, all decisions by the Association and the Board of Directors shall be by Majority vote.

Section 1.8. Purpose. The Association shall have the responsibility of administering the Condominium, establishing the means and methods of collecting the contributions to the Common Expenses, arranging for the management of the Condominium and performing all of the other acts that may be required to be performed by the Association pursuant to the Act, the Georgia Nonprofit Corporation Code and the Declaration. Except as to those matters which the Act, the Declaration or the Georgia Nonprofit Corporation Code specifically require to be performed by the vote of the Association, the administration of the foregoing responsibilities shall be performed by the Board of Directors as more particularly set forth below.

Section 1.9. Electronic Documents and Electronic Signatures.

(a) Electronic Documents. Whenever these Bylaws require that a document, record or instrument be "written" or "in writing," the requirement is deemed satisfied by an Electronic Document.

(b) Electronic Signatures. Whenever these Bylaws require a signature, an Electronic Signature satisfies that requirement only if: (i) the signature is easily recognizable as a Secure Electronic Signature which is capable of verification, under the sole control of the signatory, and attached to the electronic document in such a way that the document cannot be modified without invalidating the signature; or (ii) the Board reasonably believes that the signatory affixed the signature with the intent to sign the Electronic Document, and that the Electronic Document has not been modified since the signature was affixed.

(c) Verification and Liability for Falsification. The Board may require reasonable verification of any Electronic Signature or Electronic Document. Pending verification, the Board may refuse to accept any Electronic Signature or Electronic Document that, in the Board's sole discretion, is not clearly authentic. Neither the Board nor the Association shall be liable to any Owner or any other Person for accepting or acting in reliance upon an Electronic Signature or Electronic Document that the Board reasonably believes to be authentic. Any Owner or Person who negligently, recklessly or intentionally submits any falsified Electronic Document or an unauthorized Electronic Signature shall fully indemnify the Association for actual damages, reasonable attorneys' fees and expenses incurred as a result of such acts.

ARTICLE 2. MEETINGS OF THE ASSOCIATION

Section 2.1. Annual Meetings. The regular annual meeting of the Association shall be held during the fourth quarter of each year with the date, hour, and place to be set by the Board of Directors. No annual meeting of the Association shall be set on a legal holiday.

Section 2.2. Special Meetings. Special meetings of the Association may be called for any purpose at any time by the President or Secretary, by request of any two (2) members of the Board of Directors, or upon written petition of Owners holding at least fifteen percent (15%) of the Total Association Vote. Any such written petition by the Owners must be submitted to the Association's Secretary. The Secretary shall then verify that the required number of Owners have joined in the petition and shall submit all proper petitions to the Association's President. The President shall then promptly call a special meeting for the purpose stated in the petition setting the date, time and location of the meeting (which is not required to be the date, time or location requested in any petition submitted to the Association), and the Secretary shall send notice of the meeting in accordance with these Bylaws. Any special meeting called pursuant to written petition shall be set within thirty (30) days of the date of the petition.

Section 2.3. Notice of Meetings. It shall be the duty of the Secretary to mail or deliver to the record Owner of each Unit or to the Units a notice of each annual or special meeting of the Association at least twenty-one (21) days prior to each annual meeting and at least ten (10) days prior to each special



meeting. The notice shall state the purpose of any special meeting, as well as the time and place where it is to be held. The notice of an annual meeting shall state the time and place of the meeting. If any Owner wishes notice to be given at an address other than Owner's Unit, the Owner shall have designated by notice in writing to the Secretary such other address. The mailing or delivering of a notice of meeting in the manner provided in this Section shall be considered proper service of notice.

Section 2.4. Waiver of Notice. Waiver of notice of meeting of the Owners shall be deemed the equivalent of proper notice. Any Owner may, in writing, waive notice of any meeting of the Owners, either before or after such meeting. Attendance at a meeting by an Owner, whether in person or represented by proxy, shall be deemed waiver by such Owner of notice of the time, date, and place thereof unless such Owner specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special 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.

Section 2.5. Quorum. Except as may be provided elsewhere, the presence of Owners, in person or by proxy, entitled to cast one-third (1/3) of the Total Association Vote shall constitute a quorum. Once a quorum is established for a meeting, it shall conclusively be presumed to exist until the meeting is adjourned and shall not need to be reestablished. 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.

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

Section 2.7. Proxy. Any Owner entitled to vote may do so by written proxy duly executed by the Owner setting forth the meeting at which the proxy is valid. To be valid, a proxy must be signed, dated, and filed with the Secretary prior to the opening of the meeting for which it is to be used. Proxies may be delivered to the Board by personal delivery, U.S. mail or facsimile transmission to any Board member or the property manager. Proxies may be revoked only by written notice delivered to the Secretary, except that: (a) 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; and (b) a later dated proxy shall automatically be deemed to invalidate any previously given proxy. A proxy holder may not appoint a substitute proxy holder unless expressly authorized to do so in the proxy.

Section 2.8. Action Taken Without a Meeting. In the Board's discretion, any action that may be taken by the Association members at any annual, regular, or special meeting may be taken without a meeting if the Board delivers a written consent form or written ballot to every member entitled to vote on the matter.

(a) **Ballot.** A written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot 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.

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 in order



to be counted. A written ballot may not be revoked. The Association shall maintain such ballots in its file for at least three (3) years.

(b) **Written Consent.** Approval by written consent shall be valid only when the number of written consents setting forth the actions taken is received by the Association (or its designee) and equals or exceeds the requisite number of votes required to pass such action at a meeting held on the date that the last consent is executed, which date shall be deemed the record date, and such action is consented to by the Declarant, if required. Executed written consents shall be included in the minutes or filed with the Association's records. If an action of the Owners is approved by written consent hereunder, the Board shall issue written notice of such approval to all Owners who did not sign written consents. Approval shall be effective when so announced by the Association; provided, however, if the consent is to an amendment to the Declaration or Bylaws which must be recorded, the effective date shall be no earlier than the date of recording of such amendment.

Section 2.9. Order of Business. The President shall establish the agenda for, and preside at, and the Secretary shall keep the minutes of, all Association meetings. The Board of Directors may establish rules of conduct and the order of business for all Association meetings. When not in conflict with the Declaration, these Bylaws, the Articles of Incorporation or meeting procedures adopted by the Board of Directors, Robert's Rule of Order (latest editions) shall govern all Association meetings. The Board may order the removal of anyone attending an Association meeting who, in the opinion of the Board disrupts the conduct of business at such meeting.

ARTICLE 3. BOARD OF DIRECTORS

Section 3.1. Composition and Eligibility. The affairs of the Association shall be governed by a Board of Directors. Except for directors appointed by the Declarant hereunder, the directors shall be Owners or spouses of such Owners; provided, however, no Owner and Owner's spouse may serve on the Board at the same time, and no co-owners may serve on the Board at the same time. Notwithstanding anything to the contrary herein, nothing in these Bylaws shall be deemed to prohibit an Owner that is a corporation, limited liability company, partnership, trust, or other legal entity not being a natural person or persons that owns more than one (1) Unit from appointing a different natural person as the designated agent for each of such Owner's Units as contemplated in Section 1.5 hereof and each such designated person shall be eligible to serve on the Board at the same time. No persons shall be eligible to be elected to or continue to serve on the Board of Directors if they are 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. Except for directors appointed by the Declarant hereunder, the directors shall not be eligible to serve more than three (3) consecutive two (2) year terms without first resigning from the Board for a time period which shall be the lesser of: (a) one (1) year; or (b) the period of time from the end of one (1) annual meeting of the Association to the beginning of the next annual meeting of the Association.

Section 3.2. Directors Appointed by the Declarant. Notwithstanding anything to the contrary herein, Declarant shall have exclusive authority to appoint and remove directors and officers until the earlier of: (a) three (3) years after the recording of the Declaration unless the Declarant has an unexpired option to add Additional Property, (b) the date as of which Units to which eighty percent (80%) of the undivided interests in the Common Elements pertain shall have been conveyed by Declarant to Owners other than a Person constituting the Declarant unless the Declarant has an unexpired option to add Additional Property, or (c) the surrender in writing by Declarant of the authority to appoint and remove officers and directors of the Association (the "Declarant Control Period").

Section 3.3. Number of Directors and Term of Office. During the Declarant Control Period, the Board shall consist of one (1) director(s). After termination of the Declarant Control Period, the Association shall call a meeting to be held at which Owners shall elect five (5) directors. If such meeting is not the annual meeting, the directors elected shall serve until the next annual meeting. At the first annual



meeting after Declarant has surrendered control of the Association, if five (5) directors are elected, the three (3) directors receiving the highest number of votes shall be elected for terms of two (2) years each and remaining directors shall be elected for terms of one (1) year each. At each annual meeting thereafter, a successor shall be elected to serve for a term of two (2) years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Association.

Section 3.4. Removal of Members of the Board of Directors. After expiration of the Declarant Control Period, at any annual or special meeting of the Association duly called, any one (1) or more Board members, except for directors appointed by Declarant hereunder, may be removed with or without cause by a Majority of the Total Association Vote and a successor may then and there be elected to fill the vacancy thus created. Further, any director who is more than thirty (30) days past due in the payment of any assessment or charge to the Association shall be automatically removed from the Board of Directors, even if the director subsequently pays the amount owed, and the vacancy shall be filled as provided in Section 3.5 below. Any director who has had three (3) consecutive unexcused absences from regularly scheduled Board meetings may be removed by the vote of a Majority of the other directors. Any director whose removal has been proposed shall be given at least ten (10) days notice of the calling of the meeting to consider such director's removal and the purpose thereof and shall be given an opportunity to be heard at the meeting.

Section 3.5. Vacancies. Vacancies in the Board caused by any reason, except the removal of a director by a Majority of the Total Association Vote or by Declarant, shall be filled by a vote of the Majority of the remaining directors, even though less than a quorum, at any meeting of the Board of Directors. The successor so selected shall hold office until the next annual meeting. Notwithstanding anything to the contrary herein, any director who is an officer, director or other designated agent of an entity member and whose position becomes vacant for any reason, may be replaced by the legal entity who is the Owner unless there has been a transfer of ownership of the Unit, in which case, the vacancy shall be filled by the remaining directors, even if less than a quorum at any meeting of the directors.

Section 3.6. Compensation. Directors shall not be compensated for services as such unless and only to the extent that compensation is authorized by a Majority of the Total Association Vote. 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. Directors also may be given nominal gifts or tokens of appreciation by the Association for recognition of services performed, not to exceed a value of One Hundred Dollars (\$100) per calendar year. For purposes hereof, reasonable food and beverages purchased for Board meeting shall not be considered compensation.

Section 3.7. Director Conflicts of Interest. Nothing herein shall prohibit a director from entering into a contract and being compensated for services or supplies furnished to the Association in a capacity other than as director, provided that the director's interest is disclosed to the Board and the contract is approved by a Majority of the directors who are at a meeting of the Board of Directors at which a quorum is present, excluding the director with whom the contract is made. The interested director shall not count for purposes of establishing a quorum of the Board. The interested director shall be entitled to be present at any meeting at which the proposed contract is discussed but shall not be entitled to discuss the proposed contract during the discussion. Notwithstanding anything herein, the directors, during the Declarant Control Period, shall be authorized on behalf of the Association to enter into contracts with the Declarant and its affiliates as set forth in Section 21.8 (Service During the Declarant Control Period) of the Declaration.

Section 3.8. Nomination. Nomination for election to the Board shall be made from the floor at the meeting. The Board also may appoint a nominating committee to make nominations prior to the meeting.

Section 3.9. Elections. All members of the Association eligible to vote shall be entitled to cast their entire vote for each directorship to be filled. There shall be no cumulative voting. The directorships for which elections are held shall be filled by that number of candidates receiving the most votes. Voting



for election of Board members shall be by written ballot (unless dispensed by unanimous consent at such meeting at which such voting is conducted).

Section 3.10. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by the Board, but such meetings shall be held at least once every six (6) months. The newly elected Board shall meet within ten (10) days after each annual meeting of the Association. Notwithstanding the foregoing, during the Declarant Control Period, the Board shall not be required to hold regular meetings.

Section 3.11. Special Meetings. Special meetings of the Board may be called by the President on two (2) days notice to each director given by regular first class or electronic mail, in person, by telephone, or by facsimile transmission, which notice shall state the time, place, and purpose of the meeting. Special meetings of the Board shall be called by the President, Vice President, Secretary, or Treasurer in like manner and on like notice on the written request of at least two (2) directors.

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

Section 3.13. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors and the Secretary shall keep a minute book recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings. A Majority of directors shall constitute a quorum for the transaction of business. One (1) 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.

Section 3.14. Open Meetings. Board meetings need not be open to all Owners. However, if the Board permits Owners to attend Board meetings, then Owners other than directors may not participate in any discussion or deliberation unless expressly so authorized by the Board. Notwithstanding the above, the Board may adjourn a meeting and reconvene in executive session to discuss and vote upon matters such as, but not limited to, the following: personnel matters, contract negotiations, enforcement actions, matters that are to remain confidential by request of the affected parties and agreement of the Board, litigation in which the Association 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. The Board may order the removal of any meeting guest who, in the Board's opinion, either disrupts the conduct of business at the meeting or fails to leave the meeting upon request after an announcement of reconvening in executive session.

Section 3.15. Action Without a Meeting. Any action by the Board required or permitted to be taken at any meeting may be taken without a meeting if a Majority of the directors consent to such action in writing, sent via hand delivery, regular first class or electronic mail or facsimile. Such consents must describe the action taken and be signed by no fewer than a Majority of the directors and such consents shall be filed with the minutes of the Board of Directors.

Section 3.16. Powers and Duties. The Board of Directors shall manage the affairs of the Association and shall have all of the powers conferred upon nonprofit corporations by common law, the statutes of the State of Georgia in effect from time to time, and all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in the Articles of Incorporation, these Bylaws, the Declaration, or the Act. In addition to the duties imposed by the



Condominium Instruments, subject to Section 1.7 above, 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) preparing and adopting an annual budget, in which there shall be established the contribution of each 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) collecting the assessments, depositing the proceeds thereof in a financial depository or institution which it shall approve, or otherwise investing the proceeds in accordance with any limitations set forth in O.C.G.A. § 14-3-302, and using the proceeds to administer the Association;
- (d) opening of bank or other financial accounts on behalf of the Association and designating the signatories required;
- (e) providing for the operation, management, maintenance, care, upkeep, improvement and replacement of the Common Elements and other portions of the Condominium Property as set forth in the Declaration;
- (f) designating, hiring, and dismissing the personnel necessary for the operation of the Association and the maintenance, repair, and replacement of the Common Elements and other portions of the Condominium Property as set forth in the Declaration, and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;
- (g) making or contracting for the making of repairs, additions, and Improvements to, or alterations of the Common Elements in accordance with the Condominium Instruments, after damage or destruction by fire or other casualty;
- (h) making, amending, and enforcing reasonable rules and regulations of the Association governing the use and enjoyment of the Condominium Property;
- (i) taking any and all actions necessary or appropriate on behalf of itself or any Owner to enforce the covenants and restrictions of the Condominium Instruments and any other agreement to which the Association is a party and which affects the development or maintenance of the Condominium Property, including, but not limited to, assessing and collecting reasonable fines, and filing suit against a violating Owner, Occupant or Permittee;
- (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 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. The Board of Directors shall have the power to enter into common management agreements with trusts,



condominium associations, or other associations or corporations. Any and all functions of the Association shall be fully transferable by the Board of Directors, in whole or in part, to any other entity; and

(n) acquiring, leasing, holding, and disposing of tangible and intangible personal property and real property.

Section 3.17. Decision Making and Implementation. Except to the extent otherwise specifically and expressly required by the Georgia Nonprofit Corporation Code or the Condominium Instruments, the powers herein or otherwise granted to the Association may be exercised by the Board of Directors acting through the officers of the Association, without any further consent or action on the part of the Owners, and all agreements and determinations lawfully authorized by the Board of Directors shall be binding on the Association.

Section 3.18. Management Agent. The Association may, but shall not be required to, hire a professional management agent or agents, at a compensation established by the Board, to perform such duties and services as the Board of Directors shall authorize. The Board shall use reasonable efforts in any management contract to provide for termination of such contract by the Association with or without cause and without penalty, upon no more than thirty (30) days written notice. No management contract shall have a term in excess of one (1) year.

Section 3.19. Borrowing. The Board of Directors shall have the power to borrow money for the purpose of maintenance, repair, restoration, or improvement of the Common Elements and facilities, and for other purposes, with the approval of a Majority of the Total Association Vote. The Board of Directors may assign as collateral for any such loan (a) the Association's right to future income, including the rights to receive assessments, and (b) the Association's lien rights.

Section 3.20. Liability and Indemnification of Officers, Directors and Committee Members. The Association shall indemnify every officer, director, and committee member (including directors, officers, and committee members appointed by Declarant during the Declarant Control Period) against any and all expenses, including attorneys' fees, reasonably incurred by or imposed upon such officer, director or committee member 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, director or committee member, whether or not such person is an officer, director or committee member at the time such expenses are incurred subject to the limitations below. The officers, directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, or for injury or damage caused by any such officer, director or committee member in the performance of his or her duties, except for his or her own individual willful misfeasance or malfeasance. The Association, in determining whether to indemnify a director, officer or committee member, shall not impute knowledge to said director, officer or committee member from any source whatsoever; rather, any such determination shall be based on the actual knowledge of the director, officer or committee member. The officers, directors and committee members 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, directors and committee members may also be members of the Association), and the Association shall indemnify and forever hold each such officer, director or committee member free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director or committee member or former officer or director may be entitled. The Association shall maintain, as a Common Expense, adequate general liability and, if obtainable, officers' and directors' liability insurance to fund this obligation, and the insurance shall be written as provided in the Declaration.

Section 3.21. Architectural Control Committee. After termination of the Declarant Control Period, the Board shall establish an Architectural Control Committee for the purpose of establishing and maintaining architectural standards in the Community as provided in the Declaration.



Section 3.22. Other Committees. There shall be such other committees as the Board shall determine with the powers and duties that the Board shall authorize.

Section 3.23. Service on Committees. Unless otherwise provided in these Bylaws or in the resolution authorizing a particular committee, the members of any committee shall be appointed by the President and shall serve at the pleasure of the Board of Directors. Any committee member may be removed with or without cause at any time and with or without a successor being named.

ARTICLE 4. OFFICERS

Section 4.1. Designation. The principal officers of the Association shall be the President, the Secretary and the Treasurer, all or any of which may be the same person. A Vice President may be elected at the discretion of the Board.

Section 4.2. Election of Officers. The Association officers shall be elected annually by the Board at the first Board meeting following each annual meeting of the Association and shall hold office at the pleasure of the Board and until a successor is elected.

Section 4.3. Removal of Officers. Upon the affirmative vote of a Majority of the members of the Board, any officer may be removed, either with or without cause, and a successor may be elected.

Section 4.4. Vacancies. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board for the unexpired portion of the term.

Section 4.5. President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board. The President shall have all the general powers and duties which are incident to the office of the president of a corporation organized under the Georgia Nonprofit Corporation Code, including, but not limited to, the power to appoint committees from among the members from time to time as he or she may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 4.6. Vice President. The Vice President, if any, shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting.

Section 4.7. Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Board of Directors and shall have charge of such books and papers as the Board of Directors may direct, and shall, in general, perform all duties incident to the office of the secretary of a corporation organized under Georgia law.

Section 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.

Section 4.9. Other Officers. Other offices may be created by the Board, and the Board members that hold such offices shall have such titles and duties as are defined by the Board.

Section 4.10. Agreements, Contracts, Deeds, Leases, Etc. Except during the Declarant Control Period, all agreements, contracts, deeds, leases, checks, promissory notes, and other instruments



of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by resolution of the Board of Directors. During the Declarant Control Period all agreements, contracts, deeds, leases, checks, promissory notes, and other instruments of the Association shall be executed by at least one (1) officer or by such other person or persons as may be designated by resolution of the Board of Directors.

ARTICLE 5. RULE MAKING AND ENFORCEMENT

Section 5.1. Authority and Enforcement. The Condominium shall be used only for those uses and purposes set out in the Declaration. The Board of Directors shall have the authority to make, modify, repeal and enforce reasonable rules and regulations governing the conduct, use, and enjoyment of Units and the Common Elements, provided that copies of all such Rules and Regulations shall be furnished to all Owners and Occupants. Any rule or regulation may be repealed by the affirmative vote or written consent of a Majority of the Total Association Vote and the consent of Declarant during the Declarant Control Period, at an annual or special meeting of the Association. Every Owner and Occupant shall comply with the Condominium Instruments and the rules and regulations, and any lack of compliance therewith shall entitle the Association and, in an appropriate case, one (1) or more aggrieved Owners, to take action to enforce the terms of the Condominium Instruments and the rules and regulations.

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

Section 5.2. Fining and Suspension Procedure. The Board shall not impose a fine, suspend the right to vote or suspend the right to use the Common Elements (provided, however, if an Owner is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association, suspension of the right to vote and the right to use the Common Elements shall be automatic; provided further, however, suspension of common utility services shall require compliance with the provisions of Section 10.3(e) of the Declaration, where applicable), unless and until the Association has sent or delivered written notice to the violator as provided in subsection (a) below. Any such fine or fines may be effective or commence upon the sending of such notice or such later date as may be set forth in such notice, notwithstanding the violator's right to request a hearing before the Board to challenge such fine under subsection (b) below.

(a) **Notice.** If any provision of the Condominium Instruments or the rules and regulations is violated, the Board shall send the violator written notice identifying the violation and fine(s) being imposed and advising the violator of the right to request a hearing before the Board to contest the violation or fine(s) or to request reconsideration of the fine(s). Fine(s) may be effective or commence upon the sending of such notice or such later date specified in such notice, notwithstanding the violator's right to request a hearing before the Board 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 diem basis without further notice to the violator.

(b) **Hearing.** If a written request for hearing is received from the violator within ten (10) days of the date of the violation notice provided above, then the Board shall schedule and hold in executive



session a hearing affording the violator a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing. The Board may establish rules of conduct for such hearing, which may include limits on time and on the number of participants who may be present at one time.

Section 5.3. Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Board may elect to enforce any provision of the Condominium Instruments or the rules and regulations by self-help (specifically including, but not limited to, towing of vehicles that are in violation of the parking rules and regulations or performing maintenance on any Unit upon a failure by the Owner to so do) 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 5.2 above. In any such action, to the maximum extent permissible, the Owner or Occupant responsible for the violation for which abatement is sought shall pay all costs, including reasonable attorneys' 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 Condominium Instruments or the rules and regulations; provided, however, written notice shall be given to the Owner of the Unit at least two (2) days prior to the time that any items of construction are altered or demolished. All costs of self-help, including reasonable attorneys' fees, shall be assessed against the violating Owner and shall be collected as provided herein for the collection of assessments.

ARTICLE 6. MISCELLANEOUS

Section 6.1. Notices.

(a) Method of Giving Notice. Unless otherwise prohibited in these Bylaws, all notices, demands, bills, statements, or other communications shall be in writing and shall be given via:

- (i) Personal delivery to the addressee;
- (ii) United States mail, first class, postage prepaid;
- (iii) Statutory Overnight Delivery;
- (iv) Electronic mail;
- (v) Facsimile; or
- (vi) A secure web site, provided that notice shall be deemed given via web site only upon proof that the addressee has retrieved the message.

(b) Addressee. Notice sent by one of the methods described in subsection (a) above shall be deemed to have been duly given:

- (i) If to an Owner, at the address, electronic mail address or facsimile number which the 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 Owner;
- (ii) If to an Occupant, at the address, electronic mail address or facsimile number which the Occupant has designated in writing with the Secretary or, if no such address has been designated, at the address of the Unit occupied; or



(iii) If to the Association, the Board or the managing agent, at the postal address, facsimile or electronic mail address of the principal office of the Association or the managing agent, if any, or at such other address as shall be designated in writing and filed with the Secretary. The Secretary shall promptly provide notice to all Owners of any such change in address.

Section 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.

Section 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.

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

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

Section 6.6. Financial Review. A financial review of the accounts of the Association shall be performed annually in the manner provided by the Board and a financial statement prepared. However, after having received the Board's financial statement review at the annual meeting, the Owners may, by a Majority of the Total Association 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 a Mortgage Holder upon submission of a written request and must be available within one hundred twenty (120) days of the Association's fiscal year end. If an audited financial statement by an independent accountant is not required, a Mortgage Holder may have an audited statement prepared at its own expense. A financial review of the accounts of the Association shall be performed annually in the manner provided by the Board and a financial statement prepared. However, after having received the Board's financial statement review at the annual meeting, the Owners, by a Majority of the Total Association Vote, or the Eligible Mortgage Holders, by a vote of a Majority of the Eligible Mortgage Holders, may require that the accounts of the Association be audited as a Common Expense by an independent accountant. Such statement shall be made available to a Mortgage Holder upon submission of a written request and must be available within one hundred twenty (120) days of the Association's fiscal year end or one hundred twenty (120) days after requested by a Majority vote the Eligible Mortgage Holders, whichever occurs later. If an audited financial statement by an independent accountant is not required, any Mortgage Holder may have an audited statement prepared at its own expense.

Section 6.7. Conflicts. The duties and powers of the Association shall be those set forth in the Act, the Georgia Nonprofit Corporation 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 Georgia Nonprofit Corporation Code, the Declaration, these Bylaws, or the Articles of Incorporation, then the provisions of the Act, the Georgia Nonprofit Corporation Code, as may be applicable, the Declaration, the Articles of Incorporation and these Bylaws, in that order, shall prevail, and each Owner of a Unit, by acceptance of a deed or other conveyance therefor, covenants to vote in favor of such amendments as will remove such conflicts or inconsistencies.

Section 6.8. Amendment. These Bylaws may be amended as provided in the Declaration.



Section 6.9. Books and Records. Right to Inspect. All Owners and any holder of a first Mortgage shall be entitled to inspect the following records at a reasonable time and location specified by the Association, upon written request at least five (5) business days before the date on which the Owner or Mortgagee wishes to inspect and copy:

- (i) its Articles or restated Articles of Incorporation and all amendments to them currently in effect;
- (ii) its Bylaws or restated Bylaws and all amendments to them currently in effect;
- (iii) resolutions adopted by either its Owners 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 Owners or any class or category of Owners;
- (iv) the minutes of all meetings of the Association and records of all actions approved by the Association for the past three (3) years;
- (v) all written communications to Owners generally within the past three (3) years, including the financial statements furnished for the past three (3) years;
- (vi) a list of the names and addresses of its current directors and officers; and
- (vii) its most recent annual report delivered to the Secretary of State of Georgia.

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

- (i) excerpts from minutes of any Board meeting, records of any action of a committee of the Board while acting in place of the Board on behalf of the Association, minutes of any meeting of the Association, and records of action taken by the Association or the Board without a meeting, to the extent not subject to inspection under Section 6.9(a) above;
- (ii) accounting records of the Association; and
- (iii) the Association membership list only if for a purpose related to the Owner's interest as a member of the Association. Without the consent of the Board, a Association 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 Owners in an election to be held by the Association; used for any commercial purpose; or sold to or purchased by any person.

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

Notwithstanding anything to the contrary, the Board may limit or preclude Owner inspection of confidential or privileged documents, including attorney/client privileged communications, executive session meeting minutes, and financial records or accounts of other Owners. Minutes for any Board or Association meetings do not become effective and an official Association record until approved by the Board or Association, as applicable, at a subsequent meeting.



EXHIBIT "C"

DESCRIPTION OF SUBMITTED PROPERTY

ALL THAT TRACT or parcel of land lying and being in Land Lot 112 of the 14th District and Land Lot 150 of the 17th District, City of Atlanta, Fulton County, Georgia, and being more particularly described as follows:

To find the point of beginning, commence at the intersection of the north right of way of Old Marietta Street (a.k.a Lint Road) (60' right-of-way) with the southwestern right-of-way of the Southern Railway (50' right-of-way); then traveling along the north right of way of said Old Marietta Street, South 46 degrees 19 minutes 30 seconds West for a distance of 15.00 feet to a point; then continuing along the north right of way of said Old Marietta Street, South 49 degrees 46 minutes 30 seconds West for a distance of 14.26 feet to an iron pin found, being the Point of Beginning; then continuing along the north right of way of said Marietta Road the following courses and distances:

THENCE South 49°46'30" West for a distance of 24.96 feet to a point;
 THENCE along a curve to the left, having a radius of 45.22 feet, for a distance of 34.85 feet, being subtended by a chord of North 82°00'10" West for a distance of 34.00 feet to a point;
 THENCE South 75°54'56" West a distance of 33.92 feet to a point;
 THENCE South 56°59'02" West for a distance of 10.33 feet to a point;
 THENCE along a curve to the right, having a radius of 351.15 feet, for a distance of 51.58 feet, being subtended by a chord of South 88°43'49" West for a distance of 51.54 feet, to a point;
 THENCE North 87°03'40" West a distance of 17.26 feet to a point;
 THENCE North 82°23'30" West for a distance of 209.56 feet to a point;
 THENCE North 80°37'30" West for a distance of 26.00 feet to a point;
 THENCE North 70°20'30" West for a distance of 50.00 feet to a point;
 THENCE North 59°20'30" West for a distance of 50.00 feet to a point;
 THENCE North 39°22'48" West for a distance of 21.26 feet to a point;
 THENCE North 42°23'57" West for a distance of 40.35 feet to a point;
 THENCE North 34°54'34" West for a distance of 15.11 feet to a point;
 THENCE North 28°12'19" West for a distance of 12.99 feet to a point;
 THENCE North 36°28'30" West for a distance of 22.22 feet to a point;
 THENCE North 09°35'01" West for a distance of 40.21 feet to a point;
 THENCE along a curve to the right, having a radius of 39.50 feet, for a distance of 50.10 feet, being subtended by a chord of North 67°04'26" East for a distance of 46.81 feet to a point;
 THENCE North 76°02'58" East for a distance of 9.08 feet to a point at the intersection of the north right-of-way of said Old Marietta Street and the south right-of-way of Marietta Street (a.k.a West Marietta Street) (right-of-way varies); then traveling along the south right-of-way of said Marietta Street the following courses and distances:
 THENCE along a curve to the left, having a radius of 607.96 feet, for a distance of 108.74 feet, being subtended by a chord of South 77°03'29" East for a distance of 108.60 feet to a point;
 THENCE South 82°10'55" East a distance of 288.07 feet to a point;
 THENCE South 41°37'11" East for a distance of 20.18 feet to a point;
 THENCE South 08°03'31" West for a distance of 13.91 feet to a point;
 THENCE South 82°10'55" East for a distance of 16.32 feet to a point at the intersection of the south right-of-way of said Marietta Street and the west right of way of said Southern Railway;
 THENCE leaving the south right-of-way of said Marietta Street running along the west right of way of said Southern Railway South 41°43'32" East for a distance of 136.92 feet to an iron pin found, said point being the Point of Beginning. Together with, and subject to, all easements, covenants, and restrictions of record.

Said property containing approximately 1.759 acres.



Together with:

All easements and other rights benefitting the Property.

**EXHIBIT "D"****PARKING SPACE NUMBERS AND ASSIGNMENTS**

PARKING SPACE NUMBER (AS SHOWN ON THE FLOOR PLANS)	ASSIGNED TO UNIT NUMBER
1	1009
2	1009
3	805
4	805
5	705
6	705
7	809
8	809
9	1603
10	1603
11	1503
12	1503
13	803
14	803
15	603
16	603
17	503
18	503
19	616
20	616
21	416
22	416
23	216
24	216
29	1309
30	1309
36	1108

**EXHIBIT "D"****PARKING SPACE NUMBERS AND ASSIGNMENTS**

PARKING SPACE NUMBER (AS SHOWN ON THE FLOOR PLANS)	ASSIGNED TO UNIT NUMBER
37	1108
43	1716
44	1716
45	1403
46	1403
52	1605
53	1605
59	1705
60	1705
71	1402
75	1402
78	1501
79	1501
80	1613
81	1713
106	1208
107	1208
109	703
110	703
115	303
116	303
118	816
119	816
121	116
122	116
129	316
130	316
131	504

**EXHIBIT "D"****PARKING SPACE NUMBERS AND ASSIGNMENTS**

PARKING SPACE NUMBER (AS SHOWN ON THE FLOOR PLANS)	ASSIGNED TO UNIT NUMBER
135	716
136	716
139	516
140	516
141	1604
145	609
146	609
150	914
151	914
176	1802
177	1802
191	1209
195	905
196	905
197	908
198	1003
199	1003
211	208
212	308
213	308
217	208
230	903
231	903
238	1703
239	1703
240	909
241	909
256	1702

**EXHIBIT "D"****PARKING SPACE NUMBERS AND ASSIGNMENTS**

PARKING SPACE NUMBER (AS SHOWN ON THE FLOOR PLANS)	ASSIGNED TO UNIT NUMBER
257	1702
264	1502
281	1502
304	1303
305	1303
308	1203
309	1203
310	1103
311	1103
316	908
324	1209
333	1205
337	1105
338	1105
341	1409
342	1409
344	1205
347	1109
348	1109
349	1509
350	1509
351	1609
352	1609
353	1709
354	1709
361	1807
362	1701
363	1701

**EXHIBIT "D"****PARKING SPACE NUMBERS AND ASSIGNMENTS**

PARKING SPACE NUMBER (AS SHOWN ON THE FLOOR PLANS)	ASSIGNED TO UNIT NUMBER
364	1801
365	1801
370	1803
371	1803
372	1805
373	1805
381	1704
382	1504
384	105
385	104
386	904
388	1004
389	1404
390	1304
391	1204
392	307
393	311
394	407
395	511
396	507
400	1407
402	1507
404	1707
405	1607
406	1611
409	812
410	607
411	611

**EXHIBIT "D"****PARKING SPACE NUMBERS AND ASSIGNMENTS**

PARKING SPACE NUMBER (AS SHOWN ON THE FLOOR PLANS)	ASSIGNED TO UNIT NUMBER
412	707
413	711
414	807
415	811
416	907
417	911
418	1007
419	1011
420	1107
421	1111
422	1711
423	912
424	1012
425	1112
426	906
427	1006
428	1106
429	512
430	804
431	704
432	1512
433	806
434	1207
435	1612
436	107
437	111
439	207
442	212

**EXHIBIT "D"****PARKING SPACE NUMBERS AND ASSIGNMENTS**

PARKING SPACE NUMBER (AS SHOWN ON THE FLOOR PLANS)	ASSIGNED TO UNIT NUMBER
443	312
445	211
446	1212
447	1412
449	1506
450	206
451	406
452	506
C1	CU-1
C2	CU-1
C3	CU-1
C4	CU-1
C5	CU-1
C6	CU-1
C7	CU-1
C8	CU-1
C9	CU-1
C10	CU-1
C11	CU-1
C12	CU-1
C13	CU-1
C14	CU-1
C15	CU-1
C16	CU-1
C17	CU-1
C18	CU-1
C19	CU-1
C20	CU-1
C21	CU-1
C22	CU-1
C23	CU-1

**EXHIBIT "D"****PARKING SPACE NUMBERS AND ASSIGNMENTS**

PARKING SPACE NUMBER (AS SHOWN ON THE FLOOR PLANS)	ASSIGNED TO UNIT NUMBER
C24	CU-1
C25	CU-1
C26	CU-1
C27	CU-1
C28	CU-1
C29	CU-1
C30	CU-1
C31	CU-1
C32	CU-1
C33	CU-1
C34	CU-1
C35	CU-1
C36	CU-1
C37	CU-1
C38	CU-1
C39	CU-1
C40	CU-1
C41	CU-1
C42	CU-1
C43	CU-1
C44	CU-1
C45	CU-1
C46	CU-1
C47	CU-1
C48	CU-1
C49	CU-1
C50	CU-1
C51	CU-1

**EXHIBIT "E"****STORAGE SPACE NUMBERS AND ASSIGNMENTS**

STORAGE SPACE NUMBER (AS SHOWN ON THE FLOOR PLANS)	ASSIGNED TO UNIT NUMBER
1	1209
3	1407
11	504
15	1502
18	1805
31	1802
33	1603
53	105
54	1103
61	1409

**EXHIBIT "F"**

**UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS
AND LIABILITIES FOR COMMON EXPENSES
(excluding Specific Assessments)**

UNIT NUMBER	SQUARE FEET	UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS AND LIABILITIES FOR COMMON EXPENSES (excluding Specific Assessments)
104	942	0.2696%
105	951	0.2722%
106	765	0.2190%
107	685	0.1961%
108	1,246	0.3566%
109	1,316	0.3767%
110	1,453	0.4159%
111	685	0.1961%
112	616	0.1763%
113	1,009	0.2888%
114	1,394	0.3990%
115	1,930	0.5524%
116	1,129	0.3232%
201	1,770	0.5066%
202	1,790	0.5124%
203	1,164	0.3332%
204	869	0.2487%
205	1,345	0.3850%
206	847	0.2424%
207	685	0.1961%
208	1,246	0.3566%
209	1,316	0.3767%
210	1,453	0.4159%
211	685	0.1961%
212	616	0.1763%
213	1,009	0.2888%
214	1,394	0.3990%
215	1,930	0.5524%
216	1,129	0.3232%

**EXHIBIT "F"**

**UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS
AND LIABILITIES FOR COMMON EXPENSES
(excluding Specific Assessments)**

UNIT NUMBER	SQUARE FEET	UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS AND LIABILITIES FOR COMMON EXPENSES (excluding Specific Assessments)
301	1,770	0.5066%
302	1,790	0.5124%
303	1,164	0.3332%
304	869	0.2487%
305	1,345	0.3850%
306	847	0.2424%
307	685	0.1961%
308	1,246	0.3566%
309	1,316	0.3767%
310	1,453	0.4159%
311	685	0.1961%
312	616	0.1763%
313	1,009	0.2888%
314	1,394	0.3990%
315	1,930	0.5524%
316	1,129	0.3232%
401	1,770	0.5066%
402	1,790	0.5124%
403	1,164	0.3332%
404	869	0.2487%
405	1,345	0.3850%
406	847	0.2424%
407	685	0.1961%

**EXHIBIT "F"**

**UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS
AND LIABILITIES FOR COMMON EXPENSES
(excluding Specific Assessments)**

UNIT NUMBER	SQUARE FEET	UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS AND LIABILITIES FOR COMMON EXPENSES (excluding Specific Assessments)
408	1,246	0.3566%
409	1,316	0.3767%
410	1,453	0.4159%
411	685	0.1961%
412	616	0.1763%
413	1,009	0.2888%
414	1,394	0.3990%
415	1,930	0.5524%
416	1,129	0.3232%
501	1,770	0.5066%
502	1,790	0.5124%
503	1,164	0.3332%
504	869	0.2487%
505	1,345	0.3850%
506	847	0.2424%
507	685	0.1961%
508	1,246	0.3566%
509	1,316	0.3767%
510	1,453	0.4159%
511	685	0.1961%
512	616	0.1763%
513	1,009	0.2888%
514	1,394	0.3990%

**EXHIBIT "F"**

**UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS
AND LIABILITIES FOR COMMON EXPENSES
(excluding Specific Assessments)**

UNIT NUMBER	SQUARE FEET	UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS AND LIABILITIES FOR COMMON EXPENSES (excluding Specific Assessments)
515	1,930	0.5524%
516	1,129	0.3232%
601	1,770	0.5066%
602	1,790	0.5124%
603	1,164	0.3332%
604	869	0.2487%
605	1,345	0.3850%
606	847	0.2424%
607	685	0.1961%
608	1,246	0.3566%
609	1,316	0.3767%
610	1,453	0.4159%
611	685	0.1961%
612	616	0.1763%
613	1,009	0.2888%
614	1,394	0.3990%
615	1,930	0.5524%
616	1,129	0.3232%
701	1,770	0.5066%
702	1,790	0.5124%
703	1,164	0.3332%
704	869	0.2487%
705	1,345	0.3850%

**EXHIBIT "F"**

**UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS
AND LIABILITIES FOR COMMON EXPENSES
(excluding Specific Assessments)**

UNIT NUMBER	SQUARE FEET	UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS AND LIABILITIES FOR COMMON EXPENSES (excluding Specific Assessments)
706	847	0.2424%
707	685	0.1961%
708	1,246	0.3566%
709	1,316	0.3767%
710	1,453	0.4159%
711	685	0.1961%
712	616	0.1763%
713	1,009	0.2888%
714	1,394	0.3990%
715	1,930	0.5524%
716	1,129	0.3232%
801	1,770	0.5066%
802	1,790	0.5124%
803	1,164	0.3332%
804	869	0.2487%
805	1,345	0.3850%
806	847	0.2424%
807	685	0.1961%
808	1,246	0.3566%
809	1,316	0.3767%
810	1,453	0.4159%
811	685	0.1961%
812	616	0.1763%

**EXHIBIT "F"**

**UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS
AND LIABILITIES FOR COMMON EXPENSES
(excluding Specific Assessments)**

UNIT NUMBER	SQUARE FEET	UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS AND LIABILITIES FOR COMMON EXPENSES (excluding Specific Assessments)
813	1,009	0.2888%
814	1,394	0.3990%
815	1,930	0.5524%
816	1,129	0.3232%
901	1,770	0.5066%
902	1,790	0.5124%
903	1,164	0.3332%
904	869	0.2487%
905	1,345	0.3850%
906	847	0.2424%
907	685	0.1961%
908	1,246	0.3566%
909	1,316	0.3767%
910	1,453	0.4159%
911	685	0.1961%
912	616	0.1763%
913	1,009	0.2888%
914	1,394	0.3990%
915	1,930	0.5524%
916	1,129	0.3232%
1001	1,770	0.5066%
1002	1,790	0.5124%
1003	1,164	0.3332%

**EXHIBIT "F"**

**UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS
AND LIABILITIES FOR COMMON EXPENSES
(excluding Specific Assessments)**

UNIT NUMBER	SQUARE FEET	UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS AND LIABILITIES FOR COMMON EXPENSES (excluding Specific Assessments)
1004	869	0.2487%
1005	1,345	0.3850%
1006	847	0.2424%
1007	685	0.1961%
1008	1,246	0.3566%
1009	1,316	0.3767%
1010	1,453	0.4159%
1011	685	0.1961%
1012	616	0.1763%
1013	1,009	0.2888%
1014	1,394	0.3990%
1015	1,930	0.5524%
1016	1,129	0.3232%
1101	1,770	0.5066%
1102	1,790	0.5124%
1103	1,164	0.3332%
1104	869	0.2487%
1105	1,345	0.3850%
1106	847	0.2424%
1107	685	0.1961%
1108	1,246	0.3566%
1109	1,316	0.3767%
1110	1,453	0.4159%

**EXHIBIT "F"**

**UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS
AND LIABILITIES FOR COMMON EXPENSES
(excluding Specific Assessments)**

UNIT NUMBER	SQUARE FEET	UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS AND LIABILITIES FOR COMMON EXPENSES (excluding Specific Assessments)
1111	685	0.1961%
1112	616	0.1763%
1113	1,009	0.2888%
1114	1,394	0.3990%
1115	1,930	0.5524%
1116	1,129	0.3232%
1201	1,770	0.5066%
1202	1,790	0.5124%
1203	1,164	0.3332%
1204	869	0.2487%
1205	1,345	0.3850%
1206	847	0.2424%
1207	685	0.1961%
1208	1,246	0.3566%
1209	1,316	0.3767%
1210	1,453	0.4159%
1211	685	0.1961%
1212	616	0.1763%
1213	1,009	0.2888%
1214	1,394	0.3990%
1215	1,930	0.5524%
1216	1,129	0.3232%
1301	1,770	0.5066%

**EXHIBIT "F"**

**UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS
AND LIABILITIES FOR COMMON EXPENSES
(excluding Specific Assessments)**

UNIT NUMBER	SQUARE FEET	UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS AND LIABILITIES FOR COMMON EXPENSES (excluding Specific Assessments)
1302	1,790	0.5124%
1303	1,164	0.3332%
1304	869	0.2487%
1305	1,345	0.3850%
1306	847	0.2424%
1307	685	0.1961%
1308	1,246	0.3566%
1309	1,316	0.3767%
1310	1,453	0.4159%
1311	685	0.1961%
1312	616	0.1763%
1313	1,009	0.2888%
1314	1,394	0.3990%
1315	1,930	0.5524%
1316	1,129	0.3232%
1401	1,770	0.5066%
1402	1,790	0.5124%
1403	1,164	0.3332%
1404	869	0.2487%
1405	1,345	0.3850%
1406	847	0.2424%
1407	685	0.1961%
1408	1,246	0.3566%

**EXHIBIT "F"**

**UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS
AND LIABILITIES FOR COMMON EXPENSES
(excluding Specific Assessments)**

UNIT NUMBER	SQUARE FEET	UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS AND LIABILITIES FOR COMMON EXPENSES (excluding Specific Assessments)
1409	1,316	0.3767%
1410	1,453	0.4159%
1411	685	0.1961%
1412	616	0.1763%
1413	1,009	0.2888%
1414	1,394	0.3990%
1415	1,930	0.5524%
1416	1,129	0.3232%
1501	1,770	0.5066%
1502	1,790	0.5124%
1503	1,164	0.3332%
1504	869	0.2487%
1505	1,345	0.3850%
1506	847	0.2424%
1507	685	0.1961%
1508	1,246	0.3566%
1509	1,316	0.3767%
1510	1,453	0.4159%
1511	685	0.1961%
1512	616	0.1763%
1513	1,009	0.2888%
1514	1,394	0.3990%
1515	1,930	0.5524%

**EXHIBIT "F"**

**UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS
AND LIABILITIES FOR COMMON EXPENSES
(excluding Specific Assessments)**

UNIT NUMBER	SQUARE FEET	UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS AND LIABILITIES FOR COMMON EXPENSES (excluding Specific Assessments)
1516	1,129	0.3232%
1601	1,770	0.5066%
1602	1,790	0.5124%
1603	1,164	0.3332%
1604	869	0.2487%
1605	1,345	0.3850%
1606	847	0.2424%
1607	685	0.1961%
1608	1,246	0.3566%
1609	1,316	0.3767%
1610	1,453	0.4159%
1611	685	0.1961%
1612	616	0.1763%
1613	1,009	0.2888%
1614	1,394	0.3990%
1615	1,930	0.5524%
1616	1,129	0.3232%
1701	1,770	0.5066%
1702	1,790	0.5124%
1703	1,164	0.3332%
1704	869	0.2487%
1705	1,345	0.3850%
1706	847	0.2424%

**EXHIBIT "F"**

**UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS
AND LIABILITIES FOR COMMON EXPENSES
(excluding Specific Assessments)**

UNIT NUMBER	SQUARE FEET	UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS AND LIABILITIES FOR COMMON EXPENSES (excluding Specific Assessments)
1707	685	0.1961%
1708	1,246	0.3566%
1709	1,316	0.3767%
1710	1,453	0.4159%
1711	685	0.1961%
1712	616	0.1763%
1713	1,009	0.2888%
1714	1,394	0.3990%
1715	1,930	0.5524%
1716	1,129	0.3232%
1801	2,452	0.7018%
1802	2,695	0.7714%
1803	2,214	0.6337%
1804	1,445	0.4136%
1805	2,011	0.5756%
1806	949	0.2716%
1807	1,037	0.2968%
1808	1,277	0.3655%
1809	2,369	0.6781%
1810	2,189	0.6266%
CU-1	8,639	2.4728%
TOTAL	349,366	100%



EXHIBIT "G"

Return to: Weissman PC
3500 Lenox Road, 4th Floor
One Alliance Center
Atlanta, Georgia 30326
Attn: Seth G. Weissman, Esq.

CROSS REFERENCE TO:
Declaration of Condominium for 788 West
Midtown, A Condominium dated _____,
20____, Recorded in Fulton County, Georgia
in Deed Book _____, Page ____

NOTICE OF TRANSFER OF LEASING PERMIT

For and in consideration of Ten Dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner of Unit #_____ ("Assignor") of 788 West Midtown, A Condominium does hereby transfer the Leasing Permit assigned to that Unit on a ☐ permanent **OR** temporary ☐ basis to Unit #_____, the Owners which are: _____ ("Assignee").

Signed, sealed, and delivered
this _____ day of _____, 20____
in the presence of:

WITNESS

NOTARY PUBLIC

My Commission Expires:

[NOTARY SEAL]

ASSIGNOR:

Owner of Unit(s) # _____

By: _____
Name: _____
Title: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]



Signed, sealed, and delivered
this _____ day of _____, 20____
in the presence of:

WITNESS

NOTARY PUBLIC

My Commission Expires:

[NOTARY SEAL]

ASSIGNEE:

Owner of Unit(s) # _____

By: _____

Name: _____

Title: _____

APPROVED AND ACCEPTED BY:

**788 West Midtown Condominium
Association, Inc.**

By: _____

Name: _____

Title: _____



EXHIBIT "H"

DESCRIPTION OF ADDITIONAL PROPERTY

Tract II

All that tract or parcel of land lying and being in Land Lot 150 of the 17th District and Land Lot 112 of the 14th District, Fulton County, Georgia, City of Atlanta, and being more particularly described as follows:

To find the True Point of Beginning, commence at the intersection of the north right-of-way of Old Marietta Street (60' R/W) with the west right-of-way of the Southern Railway (50' R/W); thence traveling along the north right-of-way of Old Marietta Street the following courses and distances:

Thence South 46°44'21" West for a distance of 15.00 feet to a point; thence South 50°11'21" West for a distance of 14.26 feet to a point; thence leaving the north right-of-way of Old Marietta Street; thence North 41°18'41" West for a distance of 136.92 feet to a point on the south right-of-way of Marietta Street (variable R/W); thence traveling along the south right-of-way of Marietta Street the following courses and distances: thence South 81°46'04" East for a distance of 16.68 feet to a point; thence North 08°13'56" East for a distance of 24.15 feet to a point at the intersection of the south right-of-way of Marietta Street and the west right of way of Southern Railway; thence traveling along the west right of way of Southern Railway; thence South 41°19'51" East for a distance of 139.76 feet to a point, said point being the Point of Beginning. Together with, and subject to, all easements, covenants, and restrictions of record.

Said property contains 0.088 acres, more or less.

Tract III

All that tract or parcel of land lying and being in Land Lot 112 of the 14th District, Fulton County, Georgia, City of Atlanta, and being more particularly described as follows:

To find the Point of Beginning, commence at the intersection of the north right-of-way of Old Marietta Street (60' R/W) with the west right-of-way of the Southern Railway (50' R/W); thence traveling along the north right-of-way of Old Marietta Street the following courses and distances: thence South 46 degrees 44 minutes 21 seconds West for a distance of 15.00 feet to a point; thence South 50 degrees 11 minutes 21 seconds West for a distance of 14.26 to a point; thence South 50 degrees 11 minutes 21 seconds West for a distance of 24.96 feet to the Point of Beginning.

Thence continuing along said right-of-way the following courses and distances: thence South 50°11'21" West, a distance of 4.78 feet to a point; thence South 71°58'21" West, a distance of 50.00 feet to a point; thence North 85°17'39" West, a distance of 50.00 feet to a point; thence North 81°58'39" West, a distance of 43.44 feet to a point; thence leaving said right-of-way thence South 86°38'49" East, a distance of 17.26 feet to a point, thence along a curve to the left an arc distance of 51.58 feet, said arc having a radius of 351.15 feet and a chord bearing of North 89°08'40" East and a chord distance of 51.54 feet to a point; thence North 57°23'53" East, a distance of 10.33 feet to a point; thence North 76°19'47" East, a distance of 33.92 feet to a point; thence along a curve to the right an arc distance of 34.85 feet, said arc having a radius of 351.15 feet and a chord bearing of South 81°35'19" East and a chord distance of 34.00 feet to a point; said point being the Point of Beginning.

Said property containing 0.030 acres, more or less.



EXHIBIT "H"

DESCRIPTION OF ADDITIONAL PROPERTY

Tract IV

All that tract or parcel of land lying and being in Land Lot 150 of the 17th District, Fulton County, Georgia, City of Atlanta, and being more particularly described as follows:

To find the Point of Beginning, commence at the intersection of the north right-of-way of Old Marietta Street (60' R/W) with the west right-of-way of the Southern Railway (50' R/W); thence traveling along the north right-of-way of Old Marietta Street the following courses and distances: thence South 46 degrees 44 minutes 21 seconds West, a distance of 15.00 feet to a point; thence South 50 degrees 11 minutes 21 seconds West, a distance of 44.00 feet to a point; thence South 71°58'21" West, a distance of 50.00 feet to a point; thence North 85°17'39" West, a distance of 50.00 feet to a point; thence North 81°58'39" West, a distance of 43.44 feet to a point; thence North 81 degrees 58 minutes 39 seconds West, a distance of 209.56 feet to a point; thence North 80 degrees 12 minutes 39 seconds West, a distance of 26.00 feet to a point; thence North 69 degrees 55 minutes 39 seconds West, a distance of 50.00 feet to a point; thence North 58 degrees 55 minutes 39 seconds West, a distance of 50.00 feet to a point, said point being the Point of Beginning.

Thence continuing along the north right-of-way of Old Marietta Street the following courses and distances: thence North 46°43'39" West, a distance of 50.00 feet to a point; thence North 36°03'39" West, a distance of 50.00 feet to a point; thence North 33°03'39" West, a distance of 162.45 feet to a point at the intersection of the northeasterly right-of-way of Old Marietta Street and the south right-of-way of Marietta Street (variable R/W); thence traveling along the south right-of-way of Marietta Street along curve to the left an arc distance of 146.54 feet, said arc having a radius of 607.96 feet and a chord bearing of South 64°36'53" East and a chord distance of 146.18 feet to a point; thence leaving said right-of-way; thence South 76°27'49" West, a distance of 9.08 feet to a point; thence along a curve to the left an arc distance of 50.10 feet, said arc having a radius of 39.50 feet and a chord bearing of South 67°29'17" West and a chord distance of 46.81 feet to a point; thence South 09°10'10" East, a distance of 40.21 feet to a point; thence South 36°03'39" East, a distance of 22.22 feet to a point; thence South 27°47'28" East, a distance of 12.99 feet to a point; thence South 34°29'43" East, a distance of 15.11 feet to a point; thence South 41°59'06" East, a distance of 40.35 feet to a point; thence South 38°57'57" East, a distance of 21.26 feet to the Point of Beginning.

Said tract containing 0.103 acres, more or less.



EXHIBIT "I"

TITLE EXCEPTIONS

1. Access Easement Agreement by and between Altamaha Development Company, LLC, a Georgia limited liability company and MSD Expo, LLC, a Georgia limited liability company dated August 16, 2013, recorded in Deed Book 53027, page 428, as re-recorded in Deed Book 53141, page 281, Fulton County, Georgia deed records.
2. Right of Way Easement from J. P. Stevens & Co., Inc. to Georgia Power Company dated August 13, 1962, recorded in Deed Book 3942, page 193, Fulton County, Georgia deed records.
3. Permit for Anchors, Guy Poles and Wires from J. P. Stevens & Co., Inc. to Georgia Power Company dated November 11, 1963, recorded in Deed Book 4161, page 333, Fulton County, Georgia deed records.
4. Slope Easement as contained in that certain Final Judgment as entered in that certain Condemnation-City of Atlanta vs Georgia Industrial Realty Company, et al., being Civil Action File No. B-84200, dated October 15, 1973, filed for record October 24, 1973 at 4:12 p.m., recorded in Deed Book 5929, page 402, Fulton County, Georgia deed records.
5. Easements, if any, arising from that certain Affidavit as to Title to Land by Carl M. Drury, III dated November 2, 2012, recorded in Deed Book 51843, page 115, Fulton County, Georgia deed records.
6. Easements, if any, arising from that certain Suit – Altamaha Development Company, LLC vs. Westmar Student Lofts, LLC, being Civil Action File No. 2011CV-204279 dated May 14, 2013 recorded on May 14, 2013; last action filed Order Denying Drury's Motion to Recuse on May 14, 2013.
7. All matters as disclosed by that certain survey entitled "ALTA/ACSM Land Title Survey Prepared For: Exposition Hill, LLC Haven Trust Bank & Lawyers Title Insurance Corporation" prepared by Betterton Surveying & Design, Inc., bearing the seal and certification of Robert B. Betterton, Georgia Registered Land Surveyor No. 2496, dated February 27, 2007.

Return to:

Weissman PC (18812.3)
3500 Lenox Road
One Alliance Center, 4th Floor
Atlanta, Georgia 30326

Cross-references:

Deed Book 60836, Page 598
Deed Book 60836, Page 621
Deed Book 62620, Page 84
Deed Book 62620, Page 90

MORTGAGEE CONSENT, APPROVAL AND SUBORDINATION

CMMT-JSeller, LLC, a Delaware limited liability company ("Mortgagee"), being the owner and holder of that certain Deed to Secure Debt, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated November 20, 2019, recorded in Deed Book 60836, Page 598, *et seq.*, Fulton County, Georgia records, and that certain Assignment of Leases and Rents, dated November 20, 2019, recorded in Deed Book 60836, Page 621, *et seq.*, aforesaid records, as assigned by CIM Real Estate Credit, LLC, a Delaware limited liability company, pursuant to that certain Assignment of Deed to Secure Debt, Assignment of Leases and Rents, Security Agreement and Fixture Filing, recorded on November 16, 2020 in Deed Book 62620, Page 84, *et seq.*, aforesaid records, and that certain Assignment of Assignment of Leases and Rents, recorded on November 16, 2020 in Deed Book 62620, Page 90, *et seq.*, aforesaid records (collectively, the "Security Instrument"), approves that certain Declaration of Condominium for 788 West Midtown, a Condominium (the "Declaration") which is to be recorded with this Mortgagee Consent, Approval and Subordination; and

FURTHERMORE, Mortgagee does hereby expressly subordinate to the Declaration all right, title, interest and lien of the undersigned created under and by virtue of the Security Instrument with respect to the property described in and subject to the Declaration or hereafter made subject to the Declaration in accordance with the terms thereof. Except as set forth herein, the Security Instrument shall otherwise remain in full force and effect and shall not be subordinated to any other lien or encumbrance.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned has executed this Mortgage Consent, Approval and Subordination this 2ND day of December, 2020.

MORTGAGEE:

Signed, sealed and delivered in the presence of:

Unofficial Witness

CMMT-JSeller, LLC,
a Delaware limited liability company

By: [Signature] [SEAL]

Name: David Thompson
Vice President

Title: and
Chief Financial Officer

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me this 2ND day of December, 2020 by DAVID THOMPSON, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

[Notary Seal]



Signature: [Signature]
Signature of Notary Public

SECTION 3

Articles of Incorporation

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF INCORPORATION

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

788 West Midtown Condominium Association, Inc.
a Domestic Nonprofit Corporation

has been duly incorporated under the laws of the State of Georgia on **10/06/2020** 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 **10/08/2020**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF INCORPORATION

Electronically Filed

Secretary of State

Filing Date: 10/6/2020 10:11:51 AM

BUSINESS INFORMATION

CONTROL NUMBER 20192974
BUSINESS NAME 788 West Midtown Condominium Association, Inc.
BUSINESS TYPE Domestic Nonprofit Corporation
EFFECTIVE DATE 10/06/2020

The corporation is organized pursuant to the Georgia Nonprofit Corporation Code.

PRINCIPAL OFFICE ADDRESS

ADDRESS 655 Engineering Drive, Suite 208, Peachtree Corners, GA, 30092, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
Jinsong Yang	655 Engineering Drive, Suite 208, Peachtree Corners, GA, 30092, USA	Gwinnett

INCORPORATOR(S)

NAME	TITLE	ADDRESS
Seth G. Weissman, Esq.	INCORPORATOR	3500 Lenox Road, One Alliance Center, 4th Floor, Atlanta, GA, 30326, USA

MEMBER INFORMATION

The corporation will have members.

OPTIONAL PROVISIONS

1. Voting. All Owners, by virtue of their ownership of Units in the Condominium, are members of the 788 West Midtown Condominium Association, Inc. ("Association"). The members shall be entitled to one (1) vote for each Unit in which they hold the interest required for membership, in accordance with the Declaration. 2. Purposes and Powers. The Association does not contemplate pecuniary gain or benefit, direct or indirect, to its members. The Association shall have all of the powers conferred upon nonprofit corporations by common law, the statutes of the State of Georgia in effect from time to time, and all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in these Articles, the Bylaws, the Declaration, or the Georgia Condominium Act, O.C.G.A. § 44-3-70, et seq. ("Georgia Condominium Act"). 3. Board of Directors. The affairs of the Association shall be governed by a Board of Directors, the number, qualification, and method of election of which shall be set in the Association's Bylaws. The method of election and term of office, removal and filling of vacancies shall be as set forth in the Bylaws. The board may delegate such operating authority to such companies, individuals, or committees as it, in its discretion, may determine. The initial Board of Directors of the Association shall have one (1) director, and the name and address of the person who is to serve as the initial director is as follows: Jinsong Yang, 655 Engineering Drive, Suite 208, Peachtree Corners, Georgia 30092. 4. Liability of Directors. To the fullest extent that the Georgia Nonprofit Corporation Code, as it exists on the date hereof or as it may hereafter be amended, permits the limitation or elimination of the liability of directors, no director of the Association shall be personally liable to the Association or its members for monetary damages for breach of duty of care or other duty as a director. No amendment to or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any director of the Association for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal. 5. Dissolution. The Association may be dissolved only pursuant to a resolution duly adopted by the Board of Directors and approved by the vote of not less than two thirds (2/3) of the Total Association Vote. 6. Amendments. These Articles of Incorporation may be amended as provided by the Georgia Nonprofit Corporation Code pursuant to a resolution duly adopted by the Board of Directors and approved by the affirmative vote of the members of the Association entitled to cast at least two thirds (2/3) of the votes present in person or by proxy at a meeting of the members of the Association or by members casting at least a Majority of the Total Association Vote, whichever is less; provided

that, no members shall be entitled to vote on any amendment to these Articles of Incorporation which is for the sole purpose of complying with the requirements of any governmental agency (including, without limitation, the U.S. Department of Housing and Urban Development or the Department of Veterans Affairs) or government-sponsored enterprise authorized to fund, insure or guarantee Mortgages on individual Units in the Condominium, which amendment may be adopted by the Board of Directors acting alone. 7. Definitions. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Declaration of Condominium for 788 West Midtown, a Condominium, as may hereinafter be amended, filed of record in the Office of the Clerk of the Superior Court of Fulton County, Georgia ("Declaration").

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	Seth G. Weissman, Esq.
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AUTHORIZER TITLE	Incorporator
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SECTION 4

**Contracts (with a Term Exceeding
One (1) Year)**

**AT&T CONNECTED COMMUNITIES® ("ACC")
SFU MARKETING AGREEMENT ("AGREEMENT")
NEW CONSTRUCTION PROPERTY**

This Agreement is by and between **BellSouth Telecommunications, LLC**, a Georgia limited liability company with its principal place of business at 675 West Peachtree Street, Atlanta, Georgia 30375, ("AT&T"), and **788 High Rise LLC**, a Georgia limited liability company, with its principal place of business at 655 Engineering Drive, Suite 208, Peachtree Corners, Georgia 30092 ("Owner"). AT&T and Owner may be referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, AT&T is engaged in the business of providing services, including but not limited to, voice, data, wireless and video services ("AT&T Services") and desires to make such services available to Residents of the Property; and

WHEREAS, Owner desires to give AT&T the right to (a) deploy (install, own, repair, operate, remove, improve, and maintain) its network and/or other wire facilities, innerducts, conduits, raceways, moldings, network cabinets and other related equipment capable of accommodating voice, data and video transmissions and/or other services ("AT&T Facilities") at the Property, and (b) the right to market and provide its current and future services, to Residents at the Property.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Marketing Representative Appointment: Owner agrees to market and promote the AT&T Services on behalf of AT&T at the property listed in Exhibit A ("Property"). Owner will market and promote AT&T Services to residents and prospective residents ("Residents") of each Home newly constructed by Owner or Owner's builders ("Builders"). Home means fee simple, single-family residential dwelling units (including, without limitation, duplexes, condominiums, town homes, and such other units located within multi-family or mixed-use buildings on the Property) ("Home").

2. Term of Agreement: The term of this Agreement ("Term") shall begin on the date when AT&T countersigns this Agreement ("Effective Date") and shall expire on the date the last Home in a Property is completed and occupied, but in no event later than **ten (10) years** after the Effective Date ("Expiration Date"), unless terminated earlier as provided herein.

3. AT&T Services: AT&T Services will be provided pursuant to terms and conditions set forth between AT&T and each Resident. AT&T may price the AT&T Services and offer them in such combinations and/or substitute them with such other products and services as AT&T may determine and AT&T may add or change the AT&T Services name(s), features, components, pricing, terms and conditions, means of delivery, etc., including those of any substitute service at any time. Subject to the Laws, AT&T may deny the AT&T Services to any Resident, require deposits, or modify its credit terms as it deems appropriate or in accordance with applicable regulatory commission rules and regulations of the state in which the AT&T Service is to be provided. Nothing in this Agreement shall preclude, nor shall Owner restrict, in any way, AT&T from providing direct, AT&T Services-related communications with Residents or prospective Residents.

4. Compensation: Provided Owner is in material compliance with its obligations under this Agreement, AT&T will compensate Owner pursuant to the terms and conditions set forth in Exhibit B ("Compensation").

4.1 No Compensation shall be paid to Owner until AT&T receives an official W-9 form (or a valid letter 147-C) from the Owner wherein all information (including the Payee name and Federal Tax Identification Number ("Taxpayer ID")) matches the information provided in Exhibit A of this Agreement and the IRS records for such Payee and a Form 590 for California as required. A LTR 147C form may be requested from the IRS (Department of the Treasury) by the Owner. All Compensation will be based on AT&T's summary billing records as established by AT&T verification of the address information provided by the Owner. Owner may request the format for submitting the address information from AT&T at the email address on Exhibit A. If a check is returned to AT&T as undeliverable to the payee address in Exhibit A, AT&T shall notify the contact person listed in the legal notices section of Exhibit A of such returned check and may hold further checks until Owner provides a valid W-9 accompanied by an email or letter from Owner (from an email address or on letterhead clearly identifying Owner) confirming the correct address for delivery of checks, after which (i) such address shall be used as the payee address for all checks and (ii) within sixty (60) days, AT&T shall make any payments that were held. No Compensation is payable for any preexisting agreements between AT&T and Owner's agent or other representative with respect to the Property and the subject matter of this Agreement.

5. Facility Provisioning: AT&T shall have the right to provide and maintain AT&T's Facilities from its Central Office to the wireline voice/VoIP, internet and video ("AT&T Wireline Services") demarcation point(s) for the Property ("Demarc(s)"), including the Demarcs in the common and business use areas of the Property if Owner makes available the necessary space and power. All of the AT&T Facilities pursuant to this Agreement and used at the Property by AT&T, which are installed at AT&T's expense (whether by AT&T or on its behalf), shall at all times during and after the Term of this Agreement be and remain the personal property of AT&T and shall not be considered fixtures of the Property. Neither Owner, nor any third party shall have any rights in the AT&T Facilities except as expressly granted in writing by AT&T. If Owner provides Owner-owned conduit in which AT&T cables installed at the Property are placed, Owner shall do so at no cost to AT&T pursuant to AT&T specifications, including without limitation that AT&T shall have the exclusive right to use no less than one innerduct within the conduit. If Owner controls wiring between the Demarcs and the wall jacks inside the Home, the Owner shall provide and maintain its wire, cable, and connector jacks from the Demarcs to the wall jacks in the Homes ("Inside Wire") and while AT&T is using a specific portion of Inside Wire within a Home to provide a service to a Resident, Owner shall allow AT&T to be the only user of such portion of Inside Wire. Owner may allow another provider to use an unused portion of Inside Wire at the Property to serve a Resident that is a subscriber to multiple providers or the entire portion of a Resident's Inside Wire if Resident is not an AT&T customer. AT&T shall have no obligation to provide AT&T Services where the Inside Wire does not meet AT&T's minimum wiring specifications required to accommodate provision of such AT&T Service. Owner shall use reasonable efforts to 1) keep the AT&T Facilities and any other

components required for distribution of the AT&T Service secure and 2) prevent any unauthorized access to or interference with such AT&T Facilities or components. Owner shall require, through any agreements it enters into with, or access rights it provides to, other service providers, that such other service providers will not, in any manner, interfere with or impair the AT&T Services provided by AT&T or otherwise cause damage to, or degradation of the quality or the privacy of, the AT&T Services provided over the AT&T Facilities.

5.1 Demarc: Pursuant to FCC Part 68 Rules (47 C.F.R. section 68.105), Property Owner desires and elects that AT&T establish multiple demarcation points at each customer's premises (i.e., Home) on the Property (i.e., multi-unit premises), with each demarcation point no further inside the customer's premises than twelve (12) inches from where the wiring enters the customer's premises, or as close thereto as practicable. Owner understands and acknowledges that pursuant to 47 C.F.R. § 68.105, Owner may establish separate demarcation points for each customer at the Property, or a single demarcation point for all customers for the entire premises. For this Agreement, Owner hereby agrees for fiber cable to establish multiple demarcation points, at the termination point of the fiber cable at each Home in the Property

5.2 Power Outage: During any commercial power outage and limited restoration period thereafter, AT&T may place temporary generators on the Property until power is restored. Owner agrees to work with AT&T on the placement of the generators.

5.3 Relocation of AT&T Facilities:

5.3.1 Owner Requested: Upon the request of Owner, AT&T shall relocate its AT&T Facilities to another portion of the Property, provided that: (i) the proposed new area(s) are specifically identified, reasonably adequate for AT&T's purposes, and are mutually satisfactory to Owner and AT&T; (ii) Owner shall pay all costs of such relocation via payment to AT&T thirty (30) days following receipt of an invoice from AT&T and (iii) Owner shall, at the request of AT&T, obtain all necessary permits and approvals for the relocation.

5.3.2 AT&T Requested: AT&T may relocate its equipment and AT&T Facilities, at its own request and expense, to another portion of the Property only with the prior, express written approval of Owner, not to be unreasonably withheld, conditioned or delayed.

6. Right of Access: Owner will provide employees, agents, and contractors of AT&T reasonable access, at no charge, to the Property. This access includes (a) the right for AT&T to deploy (install, own, repair, operate, remove, improve, and maintain) its wire or wireless facilities, innerducts, conduits, raceways, moldings, network cabinets and other related equipment capable of accommodating voice, data, and video transmissions and/or other AT&T Services at the Property; (b) the right to market and provide its current and future AT&T Services to Residents at the Property and (c) the right to clear the areas where AT&T will be placing AT&T Facilities and to keep them cleared of all trees and undergrowth including the right to trim and cut and keep trimmed and cut all dead, weak, leaning, or dangerous trees or limbs outside such areas which might interfere with or fall upon the lines or AT&T Facilities of communication or power transmission or distribution equipment. Unless otherwise required by Laws or as limited herein, this right of access shall survive the termination of this Agreement.

7. Marketing Obligations: Owner will promote the AT&T Services to Residents by: (i) prominently displaying AT&T literature in on-site offices, if available, at mutually agreeable locations, (ii) including AT&T contact information in any utility contact lists that Owner provides to Residents, (iii) distributing AT&T provided literature to prospective Residents and including such literature in move-in packets if provided to Residents and (iv) including mutually agreeable references and/or link to AT&T's website to the AT&T Services in newsletters, websites and community portals, where available. Owner will also permit AT&T to train on site staff on the latest AT&T products and promotions and allow on-site staff to participate in AT&T award programs and sales promotions. AT&T may conduct on-site promotional events, post promotional materials and signage at the Property, leave door hangers, market door-to-door.

7.1 With respect to those AT&T Services indicated as exclusively marketed in Exhibit A, Owner will not directly market or sell any services on the Property, or allow any other party to directly market any services on the Property that compete with such AT&T Services.

7.2 AT&T will provide training materials and marketing support to Owner's on-site sales personnel ("Marketing Personnel"), at AT&T's expense, provided, however, that AT&T shall not be responsible for any incidental costs (e.g., Marketing Personnel time, travel costs, meals, etc.). At its sole cost and expense, AT&T may supply Owner from time to time with supplies of brochures, price lists, and other promotional materials that AT&T deems necessary to promote the marketing of its AT&T Services ("Marketing Materials"). The Marketing Materials referenced in this Agreement and used by AT&T on the Property to market the AT&T Services may include any services offered by AT&T, its affiliates or any third party.

7.3 Owner Agreement Obligation: Owner shall notify AT&T if it no longer owns or controls all or part of the Property within thirty (30) days of such change in ownership or control. Unless the Agreement is assigned under Section 13 Assignment below, if Owner (i) sells all or some of the land within the Property to a third party; or (ii) retains the contracted services of a third party builder for the purpose of constructing Home(s) on the Property, Owner agrees that the related land sale or third party builder contracts will include requirements for the other party to (a) actively and exclusively promote and market AT&T Services to Residents; and (b) perform all of the marketing functions described in this Agreement. If Owner sells all or some of the land within the Property to a third party with whom AT&T has an Agreement to market any of the AT&T Services for AT&T, AT&T may terminate this Agreement with respect to such Property or land within such Property.

8. Bulk: Owner represents that it is not, and will not be, a party to a bulk billing agreement with another service provider with respect to any services competing with an AT&T Service. A bulk billing agreement is an agreement between Owner and a service provider where the service provider makes services available to the dwelling Units at the Property and Owner agrees to pay the service provider for the services.

9. **Other Terms and Conditions:** The Parties shall comply with the Exhibits.

10. **Small Cell:** Intentionally Left Blank.

11. **Entire Agreement:** This Agreement, including Exhibits, attached and incorporated herein, constitutes the entire agreement between Owner and AT&T and supersedes all prior or contemporaneous oral and/or written quotations, communications, promises, agreements and understandings of the Parties, if any, with respect to the subject matter hereof. This Agreement can be modified only by a written addendum or amendment executed by duly authorized representatives of the Parties, except for Property name changes and changes in the legal notice, check delivery and Property addresses.

12. **Signatories:** The Parties to this Agreement represent and warrant that they are familiar with this Agreement and with the negotiation and documents which preceded this Agreement and have the legal authority to enter into this Agreement. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., pdf or similar format) are true and valid signatures for this Agreement and shall bind the Parties to the same extent as that of an original signature.

13. **Assignment:** Within thirty (30) days after the sale or other conveyance of all or a portion of the Property ("Sold Parcel"), Owner shall provide written notification of such conveyance to AT&T in accordance with the Notices and Payments section below. Except as required by law, Owner may not assign or transfer any of its rights, duties or obligations with respect to this Agreement without the prior written consent of AT&T, which consent shall not be unreasonably withheld, denied or delayed. If AT&T grants consent and Agreement is so assigned, Owner shall obtain purchaser's ("Assignee") written agreement in a form acceptable to AT&T (the "Assignment Agreement") establishing Assignee as new owner for the Sold Parcel so conveyed. If the Assignee enters into the Assignment Agreement, then except as set forth in the Assignment Agreement, Owner and AT&T shall be relieved of any further responsibilities to one another under this Agreement arising after the effective date of the Assignment Agreement. If this Agreement is not assigned to the purchaser of the Sold Parcel, AT&T shall be relieved of its obligations for any lots within the Sold Parcel and AT&T may terminate this Agreement with respect to the Sold Parcel both effective on the date of sale or other conveyance of the Sold Parcel, and Owner shall be liable to AT&T for any resulting damages from such non-assignment. In addition, if AT&T paid any Compensation to the Owner after the date of the conveyance, Owner agrees to return such compensation to AT&T, within thirty (30) days of receiving notice of same from AT&T. Payments, if applicable, will not begin to accrue to Assignee until the beginning of the month in which AT&T receives all such information, including a fully executed Assignment Agreement specifying all payee information for Assignee and a valid W-9 or Letter 147-C from Assignee. AT&T will have the right to assign or transfer this Agreement to any present or future affiliate, subsidiary, or parent corporation, or to any person or entity in connection with the sale of all or substantially all of AT&T's business or assets, without the consent of the Owner.

14. **Confidential Information:** The Parties shall hold this Agreement and its content and related information marked as "confidential" (including, but not limited to, any payment arrangements, customer lists and Property acquisition) ("Information"), shall protect it just as it would protect its own confidential information, and shall not disclose Information except to employees, affiliates, or third parties with related fiduciary obligations to either Party and having a need to know for purposes of performance under this Agreement. If Information is required to be disclosed pursuant to law, regulation, tariff or a requirement of a governmental authority, or in connection with an arbitration or mediation, such Information may be disclosed pursuant to such requirement so long as the Party required to disclose the Information, to the extent possible, provides the disclosing Party with timely prior written notice of such requirement. Such obligation excludes Information which is (i) previously known by such Party without an obligation of confidentiality other than under this Agreement, (ii) publicly disclosed by the furnishing Party either prior to or subsequent to a Party's receipt of such Information from the furnishing Party or is publicly known or becomes publicly known through no unauthorized act of the recipient Party, (iii) rightfully received from a third party, (iv) independently developed without use of the disclosing Party's Information, or (v) disclosed without similar restrictions to a third party by the Party owning the Information. The obligations in this paragraph continue for two (2) years after the Term of this Agreement.

15. **Force Majeure:** No Party shall be held liable for any reasonable delay or failure in performance of any part of the Agreement because of any cause or circumstances beyond its reasonable control such as, but not limited to, acts of God, explosion, fire, power failure, strikes, newly enacted laws or regulations, and reallocation of resources resulting from a Force Majeure condition or any other cause arising without its actual fault collectively ("Force Majeure Conditions").

16. **Governing Law and Regulatory Changes:** The validity, construction, and enforceability of this Agreement, as well as any causes of action relating to contractual interpretations or arising out of the performance of this Agreement, whether sounding in contract or tort, shall be governed in all respects by the laws of the state in which the Property is located.

17. **Indemnification:** Subject to Section 18, each Party agrees to indemnify, defend, and hold harmless the other Party (including its officers, directors, principals, assigns, successors, affiliates, agents, and employees) from and against any and all liability, loss, damage, claim or expense (including attorneys' fees and court costs), incurred by the other in connection with any third party claim, demand, or suit for damages, injunction or other relief only to the extent it is either caused by or results from (a) the negligence, gross negligence or intentional misconduct of the indemnifying Party (including any of its agents or subcontractors); (b) noncompliance with the Laws; or (c) any actual or alleged infringement of any third party's United States patent, trade secrets, trademark, copyright, or other intellectual property rights by the indemnifying Party. The indemnified Party agrees to provide the indemnifying Party with sufficient notice of any claim, to inform the indemnifying Party of any subsequent written communication regarding the claim, and to fully cooperate with the indemnifying Party in defense of the claim.

18. **LIMITATION OF LIABILITY:** (i) AT&T SHALL NOT BE LIABLE TO OWNER OR ANY THIRD PARTY FOR INTERRUPTION OF THE AT&T SERVICES FROM ANY CAUSE. AT&T'S LIABILITY, IF ANY, TO RESIDENTS WILL BE GOVERNED BY THE APPLICABLE AGREEMENTS AND ACCEPTABLE USE POLICIES IN PLACE WITH THE RESIDENTS. (ii) NEITHER PARTY IS LIABLE TO THE OTHER PARTY FOR INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER BY TORT OR CONTRACT, INCLUDING LOST REVENUES, LOSS OF PROFITS OR OTHER COMMERCIAL OR ECONOMIC LOSS ARISING OUT

OF THE PERFORMANCE OR NONPERFORMANCE OF THE AGREEMENT, INCLUDING, WITHOUT LIMITATION, NEGLIGENT PERFORMANCE OR FAILURE TO PERFORM, OR A DEFECT OR FAILURE TO PERFORM, OR A DEFECT OF EQUIPMENT PROVIDED HEREUNDER, REGARDLESS OF THE FORESEEABILITY THEREOF.

19. DISCLAIMER OF WARRANTIES: NEITHER PARTY MAKES ANY WARRANTY, EITHER EXPRESS OR IMPLIED, TO THE OTHER PARTY EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT AND ANY OF THEIR EXHIBITS. WITHOUT LIMITING THE FOREGOING, NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NO WARRANTIES ARISING FROM TRADE, CUSTOM, OR USAGE, HAVE BEEN MADE BY EITHER PARTY TO THE OTHER. NO WARRANTIES OF "NON-INFRINGEMENT" HAVE BEEN MADE BY EITHER PARTY TO THE OTHER. THE WARRANTIES, IF ANY, DESCRIBED IN THIS AGREEMENT ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES (WRITTEN, ORAL, STATUTORY, OR IMPLIED) AND ALL WARRANTIES, OTHER THAN AS SPECIFICALLY SET FORTH HEREIN, ARE HEREBY RELEASED AND WAIVED BY BOTH PARTIES HERETO.

20. Independent Contractor: Each Party will conduct its business at its own initiative, responsibility, and expense. Individuals employed by each Party are not employees of the other(s).

21. Non-Waiver: No course of dealing or failure by a Party to enforce any term, right or condition hereunder will be construed as a waiver of such term, right or condition.

22. Notices and Payments: Delivery of all notices, demands and invoices for payments required, other than for Recurring Payments shall be sent to the addresses of the Parties set forth in Exhibit A. A notice shall be duly given when made in writing and sent either by: 1) facsimile with confirmation, 2) delivered by a nationally recognized courier service with proof of delivery or 3) sent by postage prepaid certified mail, return receipt requested.

23. Compliance with Laws and Regulations: This Agreement is subject to and the Parties agree to comply with all applicable laws, rules, regulations, codes and requisite approvals, or tariffs promulgated by a government entity or agency, if any (collectively "Laws") in their performance under the Agreement. If any conflict exists, between this Agreement and such Laws ("Conflict") during the Term of this Agreement, the Laws shall control, and this Agreement shall be deemed modified accordingly and confirmed via amendment. The affected Party shall notify the other Party of any Conflict in writing, and such other Party agrees to cooperate with the affected Party in resolving any Conflict, including amending this Agreement to eliminate such Conflict. Should such resolution materially alter the financial benefits, administrative requirements, marketing rights or legal obligations of either Party, the sole remedy of such Party, shall be to terminate this Agreement with respect to the unresolved AT&T Service(s) in Conflict, without additional liability.

24. Severability: If any provision of this Agreement is held to be illegal, invalid or unenforceable, this Agreement and all other provisions will remain in effect, unless the illegal, invalid or unenforceable provision goes to the essence of this Agreement. The Parties shall act in good faith to renegotiate such illegal, invalid or unenforceable provision to as closely reflect the original intent of the Parties as possible without changing the essence of this Agreement.

25. Termination/Default: In the event a Party defaults on its material obligations under this Agreement and the default remains uncured for thirty (30) days after the non-defaulting Party gives written notice to the defaulting Party specifying the default, then in addition to all other rights and remedies available at law or in equity under this Agreement, the non-defaulting Party may, but is not obligated to, terminate this Agreement. Notwithstanding the above, either Party may terminate this Agreement immediately upon giving written notice to the other Party and shall be entitled to remedies for any resulting damages if (i) the other Party makes an assignment for the benefit of creditors or files a petition for reorganization; (ii) a petition in bankruptcy is filed by or against the other Party; (iii) for any breach of this Agreement by the other Party that negatively affects the non-defaulting Party's reputation, including but not limited to illegal, fraudulent or unethical behavior.

26. Survival of Obligations: Each Party's obligations under the Agreement which by their nature would continue beyond the termination or expiration of this Agreement will survive such termination or expiration.

27. Publicity/Trademark Licenses: Neither Party may use the other Party's, or its affiliates', name, trademarks, trade names or the name of any affiliate or subsidiary of the other, or use any photographs or likeness of the property, personnel, or assets of the other, all collectively referred to herein as the "Mark(s)" of the Party, in press releases or advertising, without the other Party's prior written consent.

28. Representations and Warranties: Owner represents and warrants that as of the date the Property is included in this Agreement (i) Owner is the record owner of fee simple title to the Property or controls the Property; (ii) no existing agreement, easement, instrument, mortgage, encumbrance, or any other document or grant or restriction of rights prohibits or in any way conflicts with Owner's ability to enter into, grant the rights to AT&T, and perform the obligations required under this Agreement or in any way prohibits Owner from entering into these obligations; (iii) Owner's entry into and performance of this Agreement will not cause any default or breach under any of the foregoing; and (iv) Owner agrees that it will not hereafter enter into any agreement that would have the effect of frustrating the purpose and intent of this Agreement, nor interfere with either Party's rights hereunder.

29. Dispute Resolution: If the Parties do not reach a resolution of a dispute, claim or controversy within thirty (30) days, the dispute, claim or controversy shall be finally settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA) for expedited arbitrations (the "Rules"), unless modified herein. The Parties may agree to written modifications of the Rules after the arbitrator's appointment and only with arbitrator's consent. Unless the parties or AAA determines otherwise, the Expedited Rules apply when no bona fide claim or counterclaim of any Party exceeds seventy-five thousand dollars (\$75,000). For discovery with respect to Large, Complex Cases under the Rules, the Parties may conduct discovery as agreed to by all the parties, but the arbitrator may place limits. If the Parties cannot agree on the production of documents and other information, the arbitrator may establish the extent of discovery, and may order depositions or interrogatories. In all other respects, there shall be no discovery other than the exchange of

information that is required by the arbitrator from the Parties. The arbitration award shall be in writing and shall specify the legal and factual basis for the award. Each Party shall bear its own costs, attorney's fees and disbursements, regardless of which Party prevails. Venue for such arbitration will be held in Georgia.

30. Construction: The Parties are deemed to have participated in the drafting and negotiation of this Agreement after having the opportunity to consult with their respective counsel of their own choosing. Therefore, the language of this Agreement shall not be presumptively construed either in favor of, or against, any Party.

31. No Third Party Beneficiaries: Except as otherwise specifically stated in this Agreement, the provisions of this Agreement are for the benefit of the Parties hereto and not for any other person.

32. Non-exclusive Access: Nothing in this Agreement is intended to, nor shall it be construed to, preclude any Resident from electing to receive services from another provider. This Agreement shall not constitute an exclusive services facilities Agreement.

****SIGNATURE PAGE FOLLOWS****

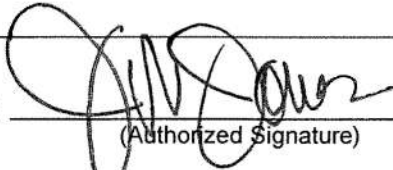
THE PARTIES SHALL EXECUTE THIS AGREEMENT IN THE FOLLOWING MANNER: OWNER SHALL EXECUTE AND RETURN THE AGREEMENT TO AT&T ON OR BEFORE DECEMBER 31, 2018 AFTER WHICH AT&T SHALL COUNTERSIGN. IF OWNER FAILS TO MEET THE DEADLINE FOR EXECUTION, AT&T MAY EITHER COUNTERSIGN OR TREAT THE OFFER AS WITHDRAWN.

OWNER'S SIGNATURE BELOW OR AUTHORIZED ELECTRONIC SIGNATURE ACKNOWLEDGES THAT OWNER HAS READ AND UNDERSTANDS EACH OF THE PROVISIONS OF THIS AGREEMENT AND AGREES TO BE BOUND BY THEM.

SO AGREED:

788 High Rise LLC,
a Georgia limited liability company
(Owner)

BellSouth Telecommunications, LLC,
a Georgia limited liability company
(AT&T)

By: 
(Authorized Signature)
Printed Name: John W. Jones
Title: Vice President
Date: 12-21-18

By: 
(Authorized Signature)
Printed Name: Pamela K Rodgers
Title: Senior Customer Contracts Manager
Date: 1/8/19

EXHIBIT A
PROPERTY DESCRIPTION

Property Owner: 788 High Rise LLC Attention: John W. Jones 655 Engineering Drive, Suite 208 Peachtree Corners, Georgia 30092 Telephone: 470-268-4202 Facsimile: N/A Email: john@mrrealty.us	Payee: Name of Payee: 788 High Rise LLC Taxpayer ID: 83-2305868 Send Payment checks to: 788 High Rise LLC Attention: Accounting 655 Engineering Drive, Suite 208 Peachtree Corners, Georgia 30092
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Property Name	Model Home Address Telephone, Facsimile, Email	Number of Homes	AT&T Services* to be Exclusively Marketed by Owner
West Marietta Residential	788 West Marietta Street Atlanta, Georgia 30318 Telephone: TBD Facsimile: TBD Email: TBD	279	V, HSIA, VS, W

*AT&T Services – "V" = Voice, "HSIA" = High Speed Internet Access, "VS" = Video service, "W" = Wireless

LEGAL NOTICE ADDRESSES

To Owner: 788 High Rise LLC Attention: John W. Jones 655 Engineering Drive, Suite 208 Peachtree Corners, Georgia 30092 Telephone: 470-268-4202 Facsimile: N/A Email*: john@mrrealty.us	To AT&T: AT&T Connected Communities Attention: Contract Management 208 S. Akard Street, 8th Floor Dallas, Texas 75202 Facsimile: 214-486-8170
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*not an official delivery method under this Agreement

PROPERTY ADDRESS FORM

ALL PROPERTY ADDRESS FORMS SHALL BE SUBMITTED ON AN EXCEL FORM TO AT&T. THE FORM MAY BE REQUESTED FROM AND THE COMPLETED FORMS SUBMITTED TO THE FOLLOWING EMAIL ADDRESS: acc.se@att.com

EXHIBIT B
COMPENSATION

1. Closed Home Payments: In consideration of Owner's performance of its obligations under this Agreement, AT&T will pay the Owner a one-time payment of **one hundred dollars (\$100.00)** per Closed Home ("Closed Home Payment(s)"). In order to qualify for Closed Home Payments, Owner must submit the Closed Homes Report to AT&T in accordance with the Closed Homes Report requirements set forth below. To qualify for payment, Closed Home addresses and dates must be submitted on a Closed Homes Report in an Excel format acceptable to AT&T and sent to the mailbox designated on Exhibit A. For purposes of this Agreement a "Closed Home" means a Home: (i) for which Owner has granted AT&T the necessary easements and rights to place the AT&T Facilities to provide the AT&T Services; and (ii) which has been purchased from Owner or third-party builder by a Resident and completed the closing process during the Term of this Agreement.

Remittance of the Closed Home Payment(s) by AT&T to Owner for any given month will be due within sixty (60) days after the end of each calendar quarter during the Term.

No Closed Home Payments will be paid for Closed Homes for which addresses are not included on the Closed Homes Report(s). Any Closed Home address inadvertently omitted from a Closed Homes Report during a particular month will be eligible for payment only if it is included in a subsequent Closed Homes Report within the six (6) month period following the month the Closed Home completed the closing process.

AT&T will be entitled to recapture a portion of any Closed Home Payment previously paid to Owner in the event (i) AT&T terminates this Agreement due to a(n) Owner breach, (ii) Owner terminates this Agreement for any reason other than breach by AT&T prior to the Expiration Date, or (iii) Owner transfers the Property during the Term without assigning this Agreement in accordance with its assignment provisions. The portion of previously paid Closed Home Payments to be recaptured shall be calculated by dividing the total contracted Homes minus the total Homes where Closed Home Payments were made by the total contracted Homes and AT&T may deduct such recaptured Closed Home Payments from any future payments owed to Owner for any purpose.

2. Per Product Payments: In consideration of Owner's performance of its obligations under this Agreement, AT&T will pay Owner payments as described below ("Product Payment"). The Product Payment will be calculated by multiplying the payment per the AT&T Service from the table below times the number of such services installed on service orders completed during the Payment Period as defined below. Product Payment for an AT&T Service will be paid only once for each Closed Home, and at the sole option of AT&T may only be paid on such AT&T Services installed on service orders completed no later than ninety (90) days after the Closed Home completes the closing process.

Product Payments will be paid to Owner for HSIA within sixty (60) days after the end of each calendar month during the Term ("Payment Period"). AT&T reserves the right to recapture any unearned Product Payment, or refund owed Product Payment, and may deduct said unearned Product Payment from, or add owed Product Payment to, any future Product Payment owed to Owner.

AT&T Service	Payment Per AT&T Service
High Speed Internet Access (HSIA)*	One Hundred Fifty Dollars (\$150.00)

* (excluding services provisioned via digital subscriber line "DSL")

3. Complimentary Account(s): AT&T will provide the following on a complimentary basis ("Complimentary Service") for **two (2)** total account(s), as described below.

3.1 AT&T will provide **two (2)** B-Comp Account(s) with Business Public high definition (HD) video service with internet access service with up to 1G download speed ("B-Comp Account"). The B-Comp Account(s) will be located in public locations at the Owner's discretion, with installation subject to AT&T's reasonable approval and any applicable restrictions. Performance rights payments, if any, for such comp TV service, set forth in 17 U.S.C. Section 110 (5)(B)(i), shall be the sole responsibility of the Owner if the transmission of such content is deemed a "public performance" under that Section of the Copyright Act.

3.2 "Equipment" consists of the following:

3.2.1 B-Comp Account: AT&T will provide up to one (1) HD set top box ("STB") with video recording capability, and up to five (5) additional HD STBs without video recording capability.

3.2.2 AT&T will provide, at no charge, one wireless router ("Residential Gateway") per internet Complimentary Service account as described above.

3.2.3 Owner shall return all Equipment to AT&T upon the termination of the Complimentary Service and will be liable for the cost of any Equipment that is not returned or is damaged. All Complimentary Services will be installed by AT&T at no charge.

3.3 Owner agrees to provide, at its expense, any and all equipment (e.g., televisions and computers), other than the Equipment and install such equipment required to display or utilize the Complimentary Service.

4. Additional terms and conditions for the Complimentary Service account(s) that AT&T provides to Owner under this Agreement are found in the Service Guides for AT&T Managed Internet Services and AT&T Bandwidth Services and the Acceptable Use Policy ("AUP")

found at www.att.com/internet-terms and www.att.com/aup (collectively "Service Publications"). The Service Publications referenced shall be construed to refer to only those provisions thereof that are applicable to the Complimentary Services, and shall include any successor or replacement versions thereof, however branded, all as they are amended from time to time and all of which are incorporated herein by reference.

EXHIBIT F

Inside Wire between the Demarc(s) and the Central Wiring Panel (CWP) inside each Home must consist of at least one UL Listed CAT-5e UTP 4-pair homerun cable. Inside Wire within each Home shall be installed in a star configuration from the CWP to each AT&T Services outlet and the AT&T Services outlets must meet the following minimum requirements:

- At least three (3) outlets for the AT&T Services
- AT&T Services outlets must be equipped with RJ45 ports, and
- Outlets must be within three (3) feet of a standard, duplex 110V AC Non-switched, Grounded outlet

Additional Requirements for FTTP Served Properties. Where HSIA/Video is provided via fiber to the premises ("FTTP") technology, each Home, upon Resident ordering the service, will be equipped with an optical network terminal ("ONT") and will require AC power for the ONT from an uninterruptable power supply that AT&T will mount in a controlled environment (32° -113° F) inside the Home, and within a maximum distance of one hundred (100) feet from the ONT. Owner will provide a minimum of one UL Listed 16 gauge stranded copper 1-pair cable, between the ONT and a standard, duplex 110V AC non-switched, grounded outlet in a controlled environment (32° -113° F) and no farther than one hundred (100) feet from the ONT.

INSTALLATION AND SERVICES AGREEMENT

THIS INSTALLATION AND SERVICES AGREEMENT (this "Agreement") is made and entered into on March 1, 2019, by and between Comcast Cable Communications Management, LLC (the "Company") and 788 High Rise LLC (the "Developer") who owns or has control over certain real estate and improvements thereon located at 788 Marietta St _____ Atlanta, GA 30318 (the "Premises"), commonly known as "788 West Midtown," consisting of 279 residential units plus any units added or constructed in the future. *West*

The Company has been granted a franchise by an authorized governmental agency (the "Franchise Authority") to construct and operate a cable communications system in Atlanta, Georgia (the "Franchise Area"). The Company desires to install, maintain and operate a broadband communications system for the purpose of providing its products and services (collectively, the "Services") to the Premises in accordance with the terms and conditions below.

The parties, for good and valuable consideration, intending to be legally bound, agree as follows:

1. Wiring.

a) Premises Wiring. The Company shall, at its expense, install all facilities necessary to transmit the Services to the Premises, including, but not limited to, distribution cables, amplifiers, pedestals, lock boxes, equipment and appurtenant devices up to and including the Company's tap, (collectively, the "Company Wiring"). The Company shall install the cable home run wiring consisting of the coaxial wiring after the Company's tap to the first splitter within each unit at the Premises. All work shall be done by the Company in a proper and workmanlike manner in accordance with Federal Communications Commission ("FCC") regulations, industry standards and local codes, unless otherwise provided in this Agreement. Prior to the installation of the Company Wiring, the Developer shall provide plans to Company locating all underground facilities existing on the Premises. The Developer shall give the Company at least 20 days notice of the opening of utility trenches on the Premises so that the Company may, at its option, install the Company Wiring in the common utility trenches. The Developer shall cooperate with the Company in the Company's construction and installation of the wiring as set forth in this Section. The Company will be responsible for obtaining all necessary permits, licenses and approvals in connection with the Company's construction, installation and operation of the wiring as set forth in this Section.

b) The System. The System shall consist of the Company Wiring and the cable home run wiring.

c) Use and Maintenance of Wiring. The Developer has the authority to grant and does hereby grant to the Company, at the Company's expense, during the term hereof the right to operate, maintain, repair and replace, as necessary, the System on the Premises. Neither the Developer nor any third party shall tap into, use or otherwise interfere with the System or any portion thereof for any purpose. The installation and use of the cable home wiring, consisting of the coaxial wiring after the first splitter within the units, will be contained in contracts between the

Company and the individual unit residents. The Company shall have the right to interconnect with and use any telephony wiring owned or controlled by the Developer within the units that may become necessary or useful for the provision of the Services to the residents, whether or not such facilities are owned, installed, controlled or maintained by the Company.

d) Damages to Premises. The Company, at its expense, agrees to repair and/or replace any damage to the Premises resulting from the operation, maintenance or repair of the System and any installation of wiring by the Company as provided for in paragraph (a) of this Section except as otherwise provided in this Agreement.

e) Ownership of Wiring. The Company Wiring is and will remain the personal property of the Company. The cable home run wiring is and will remain the property of the Developer.

2. Easement. The Developer has the authority to grant and does hereby grant to the Company non-exclusive easement to operate the Company Wiring (the "Easement"). The Developer hereby agrees to execute the form of easement attached hereto as Exhibit A.
3. Access. The Developer shall allow Company personnel to enter all common areas of the Premises for the purposes of auditing, , selling, connecting, or disconnecting service, and installing, maintaining, repairing, replacing or removing equipment and apparatus connected with the provision of the Services, and shall use reasonable efforts to assure the Company access to any parts of the Premises over which it does not have control for the same purposes. The Developer shall supply the unit numbers of residents at reasonable intervals. The Developer shall cooperate with the Company to prevent (i) the unauthorized possession of converters or channel selectors and (ii) the unauthorized reception of the Services.
4. Delivery of Services. The Developer has the authority to grant and does hereby grant to the Company during the term hereof the right to deliver the Services to the Premises, unless otherwise required by applicable law. The Developer shall not enter into a bulk services agreement with another service provider to provide services similar to the Services during the term of this Agreement regardless of the method used to deliver such services to the Premises.
5. Fees and Charges for Services. The terms, conditions, charges and fees for the Services provided to residents at the Premises shall be contained in contracts between the Company and individual residents. The Developer assumes no liability or responsibility for service charges contracted for by residents. All billing and collections from residents will be accomplished by the Company.
6. Customer Service. The Company shall provide customer service in accordance with its franchise agreement with the Franchise Authority. The Company will maintain a local or toll-free telephone number which will be available to its subscribers 24 hours a day, 7 days a week. The Company representatives will be available to respond to customer telephone inquiries during normal business hours. The Company will begin working on service interruptions promptly and in no event later than the next business day after notification of the service problem, excluding conditions beyond the control of the Company.

7. Private Reception Devices. Notwithstanding anything else in this Agreement to the contrary, the Company shall not interfere with the right of an individual resident to install or use his own private reception device.
8. Interference. If any device or facility belonging to a resident or the Developer does not comply with the technical specifications established by the FCC, including, but not limited to, signal leakage, which interferes with the Company's delivery of the Services, the Company reserves the right to discontinue the Services to the Premises or, at the Company's discretion, to the individual unit until such non-conformance is cured by the Developer or resident, as the case may be.
9. Term. This Agreement, when duly executed by both parties, shall constitute a binding agreement between the Developer and the Company and their respective successors and assigns for a term of 11 years from the date first set forth above. This Agreement shall automatically renew for successive periods of 1 year unless either party shall provide the other with a minimum 60 days notice of its intention not to renew at the end of the then current term.
10. Insurance. The Company agrees to maintain workers' compensation insurance with statutory limits and commercial general and automobile liability insurance as required by the Company's franchise agreement with the Franchise Authority. Upon request, the Company will provide the Developer with a certificate evidencing such insurance.
11. Indemnification. The Company shall indemnify, defend and hold harmless the Developer, its personnel, directors, agents and representatives from and against any and all claims, damage or expense arising out of the acts or omissions of the Company or its personnel, directors, agents or representatives in the operation or maintenance of the System; any installation of such wiring by the Company as provided for in Section 1 of this Agreement; the Services provided to residents at the Premises pursuant to this Agreement or a breach of this Agreement. The Developer shall indemnify, defend and hold harmless the Company, its personnel, directors, agents and representatives from and against any and all claims, damage or expense arising out of the acts or omissions of the Developer, its personnel, directors, agents and representatives in the operation or maintenance of the Premises or a breach of this Agreement.
12. Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
13. Termination.
 - a) Default. In the event either party defaults in the performance of any of the material terms of this Agreement, the non-defaulting party shall give the defaulting party written notice specifying the nature of such default and identifying the specific provision in this Agreement which gives rise to the default. The defaulting party shall have 60 days to either (i) notify the non-defaulting party that no default occurred and provide reasonable proof thereof, (ii) cure the default, or (iii) if such default is incapable of cure within such 60 day period, commence

curing the default within such 60 day period and diligently pursue such cure to completion. In the event the defaulting party fails to do so within such 60 day period, the non-defaulting party may terminate this Agreement upon 30 days written notice without further liability of either party.

b) Permanent Loss of Authority. This Agreement shall terminate automatically without any further liability on the part of the Company in the event the Company lacks authority to continue to provide the Services to the Premises due to loss of governmental authorization. This clause, however, shall not apply to periods of transition, such as franchises subject to review, transfer or reapplication, or where termination is the subject of dispute.

14. Removal of Company Wiring.

a) Upon expiration or termination of this Agreement for any reason, the Company shall have a period of 6 months during which it shall be entitled, but not required, to remove the Company Wiring. The Company shall promptly repair any damage to the Premises caused by such removal.

b) Notwithstanding anything to the contrary contained in this Agreement, the removal period referenced in the preceding subsection (a) shall be tolled for as long as the Company has the right under applicable law to continue to provide any or all of the Services to any or all of the units on the Premises after the termination or expiration of this Agreement, in which case the Company shall have the right to continue to own and use the Company Wiring and to interconnect with and use the cable home run wiring to provide the Services. This Section shall survive the termination of this Agreement.

15. Dispute Resolution. All disputes under this Agreement shall be submitted to and settled by arbitration in accordance with the rules of the American Arbitration Association. The parties shall appoint a mutually agreeable arbitrator reasonably familiar with broadband communications systems and services. In the event the parties are unable to agree to a single arbitrator, the dispute shall be submitted to a panel of 3 arbitrators, one of which shall be reasonably familiar with broadband communications systems and services. Each party shall appoint an arbitrator and the two arbitrators so appointed shall then select a third arbitrator. The arbitrators shall apply applicable federal laws and regulations and the laws of the jurisdiction in which the Premises is located, without regard to its choice of law principles. The decision of the arbitrators shall be binding and conclusive on all parties involved, and judgment upon their decision may be entered in a court of competent jurisdiction. The prevailing party in any such arbitration shall be entitled to collect from the non-prevailing party all costs of the arbitration, including reasonable attorneys' fees.

16. Miscellaneous.

a) Force Majeure. Neither party shall be liable for failure to perform its obligations under this Agreement due to acts of God, the failure of equipment or facilities not owned or controlled by a party (including, but not limited to, utility service), denial of access to

facilities or rights-of-way essential to serving the Premises, government order or regulation or any other circumstances beyond the reasonable control of the party with the performance obligation.

b) Assignability; Binding Effect. This Agreement may be assigned by either party. The assignee shall agree in writing to be bound by all the terms and conditions hereof. In the event the Developer sells, assigns, transfers or otherwise conveys the Premises to a third party, the Developer shall give the Company prior written notice of such change of ownership or control. The Developer shall cause any new owner or controlling party to expressly assume this Agreement and agree to be bound by its terms. This Agreement shall be binding upon the parties and their respective successors and assigns. In addition to the foregoing, the Developer shall assign this Agreement to the condominium owner's association or other body governing the Premises (the "Association") no later than at the expiration of the period of the Developer's control over the Association. Notwithstanding anything to the contrary contained herein, following the assignment, the Association shall be bound by the terms hereof, except as otherwise permitted by law.

c) Applicable Law. This Agreement shall be governed and construed in accordance with applicable federal laws and regulations and by the laws of the jurisdiction in which the Premises are located, without regard to its choice of law principles.

d) Invalidity. If any provision of this Agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired.

e) Recording. The Company may record the Easement in the public records of the county in which the Premises are located.

f) Notices. All notices, demands, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, United States Postal Service, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

If to the Developer:

788 High Rise LLC
655 Engineering Drive Suite 208
Norcross, Georgia 30092
Attn.: Manager

If to the Company:

Comcast Cable Communications Management, LLC
6200 The Corners Parkway Suite 200
Norcross, Georgia 30092
Attn.: Regional Vice President, Sales and Marketing

With a copy to:

Comcast Cable Communications, LLC
One Comcast Center
Philadelphia, PA 19103
Attn.: General Counsel

g) Confidentiality. Subject to the recording of the Easement as set forth above and except as otherwise required by applicable law, each party agrees to keep the terms and conditions of this Agreement in strict confidence and shall not divulge any specifics of the same to any third party except current and prospective lenders, purchasers, attorneys, accountants, financial advisors, partners and/or others with a need to know for the Developer or the Company to reasonably conduct its business.

h) Entire Agreement; Amendments. All recitals set forth above are hereby incorporated into the body of this Agreement. This Agreement, including all exhibits attached hereto, constitutes the entire agreement between the parties and supersedes all prior agreements, promises and understandings, whether oral or written. This Agreement shall not be modified, amended, supplemented or revised, except by a written document signed by both parties.

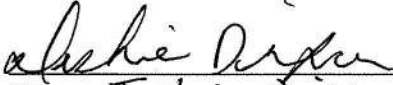
i) Authority. Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.

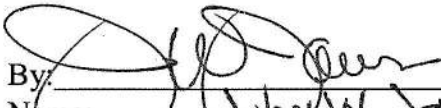
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

DEVELOPER

WITNESS/ATTEST:

788 High Rise LLC

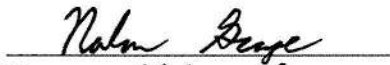

Name: Teshia Dixon

By: 
Name: John W. Jones
Title: Vice President

COMPANY

ATTEST:

Comcast Cable Communications Management,
LLC


Name: Nolan Grage

By: 
Name: Vic Pasquarelli
Title: Regional Vice President, Sales and
Marketing

STATE OF Georgia)
) ss.
COUNTY OF Gwinnett)

The foregoing instrument was acknowledged before me this 11 day of March, 2018
by JOHN W JONES, the Vice President of 788 High Rise
LLC, on behalf of said entity. He/she is personally known to me or has presented
Drivers license (type of identification) as identification and did/did not take an oath.

Witness my hand and official seal.

Heath Marshall
Heath Marshall Notary Public
(Print Name)

My commission expires: _____



STATE OF Georgia)
) ss.
COUNTY OF Gwinnett)

The foregoing instrument was acknowledged before me this 7 day of March, 2019
by Vic Pascarelli, the Regional Vice President, Sales and Marketing of Comcast Cable
Communications Management, LLC, on behalf of said entity. He/She is personally known to me
or has presented _____ (type of identification) as identification and
did/did not take an oath.

Witness my hand and official seal.

Judy M Huffman
Judy M Huffman Notary Public
(Print Name)

My Commission expires: 2/1/20



EXHIBIT A
(see attached)

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GRANT OF EASEMENT

This Grant of Easement (this "Easement") dated March 1, 2019, is made by and between Comcast Cable Communications Management, LLC, with an address of 6200 The Corners Parkway, Norcross Georgia 30092 its successors and assigns, hereinafter referred to as "Grantee" and 788 High Rise LLC, with an address of 655 Engineering Drive Suite 208 , Norcross ,Georgia 30092 hereinafter referred to as "Grantor."

The Grantor and the Grantee are parties to a(n) Installation and Services Agreement dated March 1, 2019, pursuant to which the Grantee provides certain broadband communications services to the Premises described below.

In consideration of One Dollar (\$1.00), the Grantor(s), owner(s) of the Premises described below, hereby grant(s) to the Grantee, its successors and assigns, a non-exclusive easement in gross and right-of-way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time a broadband communications system (hereinafter referred to as the "Company Wiring") consisting of wires, underground conduits, cables, pedestals, vaults, and including but not limited to above ground enclosures, markers and concrete pads or other appurtenant fixtures and equipment necessary or useful for distributing broadband services and other like communications, in, on, over, under, across and along that certain real property (the "Premises") located at 788 Marietta St _____, Atlanta, GA 30318 in Fulton County , Georgia described as follows:

WEST

LEGAL DESCRIPTION: (See Attached)

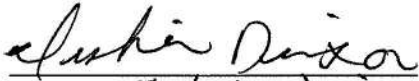
The Grantor(s) agree(s) for itself and its heirs and assigns that the Company Wiring on the Premises shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut trees and/or roots which may endanger or interfere with said Company Wiring and shall have free access to said Company Wiring and every part thereof, at all times for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said Premises of the Grantor, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical. This Easement shall run with the land for so long as the Grantee, its successors or assigns provides broadband service to the Premises.

IN WITNESS WHEREOF, the parties hereto have caused this Easement to be executed by their duly authorized representatives as of the date first written above.

GRANTOR

WITNESS/ATTEST:

788 High Rise LLC


Name: Tashia Dixon

By:

Name:

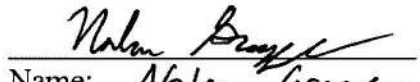
Title:


John W. Jones
Vice President

GRANTEE

ATTEST:

Comcast Cable Communications Management, LLC


Name: Nolan Grage

By:

Name: Vic Pascarelli

Title: Regional Vice President, Sales and Marketing



STATE OF Georgia)
) ss.
COUNTY OF Gwinnett)

The foregoing instrument was acknowledged before me this 11 day of March, 2019
by John W. Jones, the Vice President of 788 High Rise
LLC, on behalf of said entity. He/she is personally known to me or has presented
Drivers license (type of identification) as identification and did/did not take an oath.

Witness my hand and official seal.

Heath Marshall
Heath Marshall Notary Public
(Print Name)

My commission expires: _____



STATE OF Georgia)
) ss.
COUNTY OF Gwinnett)

The foregoing instrument was acknowledged before me this 7 day of March, 2019
by Vic Pascarelli, the Regional Vice President, Sales and Marketing of Comcast Cable
Communications Management, LLC, on behalf of said entity. He/She is personally known to me
or has presented _____ (type of identification) as identification and
did/did not take an oath.

Witness my hand and official seal.

Judy M. Huffman
Judy M. Huffman Notary Public
(Print Name)

My Commission expires: 2/1/20



SECTION 5

Estimated Budget for Association

788 West Midtown, A Condominium Inc.
Initial Estimated Operating Budget
January 1st - December 31st

	TOTAL YEAR	TOTAL MONTH	RESIDENTIAL Annual	CU-1 Annual	Residential % Allocation	CU-1 % Allocation	Combined Total
GENERAL & ADMINISTRATIVE							
Homeowner Services	\$19,000.00	\$1,583.33	\$19,000.00	\$0.00	100.00%	0.00%	19,000.00
Concierge Services	\$183,960.00	\$15,330.00	\$183,960.00	\$0.00	100.00%	0.00%	183,960.00
Valet Services	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	0.00%	0.00
Bad Debt	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	0.00%	0.00
Master Assoc Fee	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	0.00%	0.00
Administrative Expense	\$19,490.00	\$1,624.17	\$19,008.01	\$481.99	97.527%	2.473%	19,490.00
Telephone/Pagers	\$15,200.00	\$1,266.67	\$15,200.00	\$0.00	100.00%	0.00%	15,200.00
Computer Supplies/Services	\$300.00	\$25.00	\$292.58	\$7.42	97.527%	2.473%	300.00
Office Supplies	\$1,200.00	\$100.00	\$1,170.32	\$29.68	97.527%	2.473%	1,200.00
Employee Expenses	\$5,850.00	\$487.50	\$5,850.00	\$0.00	100.00%	0.00%	5,850.00
Licenses & Permits	\$1,185.00	\$98.75	\$1,185.00	\$0.00	100.00%	0.00%	1,185.00
Postage/Fedex	\$3,000.00	\$250.00	\$3,000.00	\$0.00	100.00%	0.00%	3,000.00
Accounting Costs	\$4,765.00	\$397.08	\$4,647.16	\$117.84	97.527%	2.473%	4,765.00
Bank Charges	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	0.00%	0.00
Interest Expense	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	0.00%	0.00
Income Tax	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	0.00%	0.00
Professional Fees	\$80.00	\$6.67	\$78.02	\$1.98	97.527%	2.473%	80.00
Legal Fees	\$1,200.00	\$100.00	\$1,170.32	\$29.68	97.527%	2.473%	1,200.00
Division Fees	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	0.00%	0.00
Security Services	\$9,000.00	\$750.00	\$9,000.00	\$0.00	100.00%	0.00%	9,000.00
Other Outside Services	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	0.00%	0.00
TOTAL	\$264,230.00	\$22,019.17	\$263,561.42	\$668.58			264,230.00
MAINTENANCE							
Landscape Services/Plants	\$22,800.00	\$1,900.00	\$22,236.16	\$563.84	97.527%	2.473%	22,800.00
Maintenance Supplies/Repairs	\$5,850.00	\$487.50	\$5,850.00	\$0.00	100.00%	0.00%	5,850.00
Garage Supplies/Repairs	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	0.00%	0.00
Plumbing Supplies/Repairs	\$1,200.00	\$100.00	\$1,200.00	\$0.00	100.00%	0.00%	1,200.00
Carpet Cleaning/Repairs	\$3,600.00	\$300.00	\$3,600.00	\$0.00	100.00%	0.00%	3,600.00
Appliance Parts/Repairs	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	0.00%	0.00
Locks & Keys	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	0.00%	0.00
Hvac Maintenance	\$3,600.00	\$300.00	\$3,600.00	\$0.00	100.00%	0.00%	3,600.00
Laundry Supplies/Repairs	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	0.00%	0.00
Pool/Club/Amenities	\$17,500.00	\$1,458.33	\$17,500.00	\$0.00	100.00%	0.00%	17,500.00
Gate/Access Systems	\$10,550.00	\$879.17	\$10,550.00	\$0.00	100.00%	0.00%	10,550.00
Electrical Supplies/Repairs	\$1,500.00	\$125.00	\$1,500.00	\$0.00	100.00%	0.00%	1,500.00
Light Bulbs/Lighting	\$7,200.00	\$600.00	\$7,200.00	\$0.00	100.00%	0.00%	7,200.00
Maintenance Contracts	\$16,200.00	\$1,350.00	\$16,200.00	\$0.00	100.00%	0.00%	16,200.00
Pest Control	\$4,200.00	\$350.00	\$4,200.00	\$0.00	100.00%	0.00%	4,200.00
Roof/Gutter Maint/Repairs	\$1,500.00	\$125.00	\$1,500.00	\$0.00	100.00%	0.00%	1,500.00
Elevator Service/Repairs	\$21,900.00	\$1,825.00	\$21,900.00	\$0.00	100.00%	0.00%	21,900.00
Fire/Life/Safety	\$10,420.00	\$868.33	\$10,162.31	\$257.69	97.527%	2.473%	10,420.00
Parking Facility Maint	\$3,600.00	\$300.00	\$3,600.00	\$0.00	100.00%	0.00%	3,600.00
Janitorial Services	\$93,000.00	\$7,750.00	\$93,000.00	\$0.00	100.00%	0.00%	93,000.00
Janitorial Supplies	\$3,600.00	\$300.00	\$3,600.00	\$0.00	100.00%	0.00%	3,600.00
Rental Unit Supplies/Repairs	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	0.00%	0.00
Other Special Maintenance	\$6,000.00	\$500.00	\$6,000.00	\$0.00	100.00%	0.00%	6,000.00
TOTAL	\$234,220.00	\$19,518.33	\$233,398.47	\$821.53			234,220.00
PAYROLL							
Management/Bookkeeping	\$176,600.00	\$14,716.67	\$172,232.68	\$4,367.32	97.527%	2.473%	176,600.00
Concierge/Valet	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	0.00%	0.00
Maintenance	\$117,650.00	\$9,804.17	\$114,740.52	\$2,909.48	97.527%	2.473%	117,650.00
Housekeeping/Porter	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	0.00%	0.00
Employee Bonus	\$4,414.00	\$367.83	\$4,414.00	\$0.00	100.00%	0.00%	4,414.00
Payroll Taxes & Benefits	\$77,655.00	\$6,471.25	\$75,734.59	\$1,920.41	97.527%	2.473%	77,655.00
TOTAL	\$376,319.00	\$31,359.92	\$367,121.79	\$9,197.21			376,319.00
Management Fee	\$40,000.00	\$3,333.33	\$39,010.80	\$989.20	97.527%	2.473%	40,000.00
UTILITIES							
Electric	\$97,200.00	\$8,100.00	\$94,796.24	\$2,403.76	97.527%	2.473%	97,200.00
Electric Service - Other	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	0.00%	0.00
Electric Reimbursement	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	0.00%	0.00
Natural Gas	\$14,400.00	\$1,200.00	\$14,400.00	\$0.00	100.00%	0.00%	14,400.00
Natural Gas Reimb	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	0.00%	0.00
Water & Sewer	\$190,764.00	\$15,897.00	\$190,764.00	\$0.00	100.00%	0.00%	190,764.00
Chilled Water	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	0.00%	0.00
Water & Sewer Reimb	(\$138,000.00)	(\$11,500.00)	(\$138,000.00)	\$0.00	100.00%	0.00%	-138,000.00
Trash Removal	\$57,642.00	\$4,803.50	\$56,216.51	\$1,425.49	97.53%	2.473%	57,642.00
Trash Removal Reimb	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	0.00%	0.00

Cable	\$7,200.00	\$600.00	\$7,200.00	\$0.00	100.00%	0.00%	7,200.00
Internet	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	0.00%	0.00
Utility Expense - Other	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	0.00%	0.00
TOTAL	\$229,206.00	\$19,100.50	\$225,376.76	\$3,829.24			229,206.00
OTHER OPERATING							
Property Insurance	\$134,200.00	\$11,183.33	\$130,881.23	\$3,318.77	97.527%	2.473%	134,200.00
Property Taxes	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	0.00%	0.00
Contingency	\$6,000.00	\$500.00	\$6,000.00	\$0.00	100.00%	0.00%	6,000.00
Depreciation	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	0.00%	0.00
TOTAL	\$140,200.00	\$11,683.33	\$136,881.23	\$3,318.77			\$140,200.00
OTHER EXPENSE	TOTAL	\$1,284,175.00	\$107,014.58	\$1,265,350.47	\$18,824.53		\$1,284,175.00
Capital Reserve	\$110,000.00	\$9,166.67	\$107,279.70	\$2,720.30	97.527%	2.473%	110,000.00
Capital Contribution	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	0.00%	0.00
TOTAL	\$110,000.00	\$9,166.67	\$107,279.70	\$2,720.30			110,000.00
TOTAL EXPENSES	\$1,394,175.00	\$116,181.25	\$1,372,630.17	\$21,544.83			\$1,394,175.00
INCOME							
Association Dues	\$1,204,825.00	\$100,402.08	\$1,183,280.17	\$21,544.83			1,183,280.17
MISCELLANEOUS INCOME							
Garage/Storage Dues	\$0.00	\$0.00	\$0.00	0.00%	100.00%	0.00%	
Laundry/Vending Income	\$0.00	\$0.00	\$0.00	0.00%	100.00%	0.00%	
Legal Income	\$0.00	\$0.00	\$0.00	0.00%	100.00%	0.00%	
Late Fees	\$9,000.00	\$750.00	\$0.00	0.00%	100.00%	0.00%	
Capital Contribution Income	\$0.00	\$0.00	\$0.00	0.00%	100.00%	0.00%	
Master Assoc Income	\$0.00	\$0.00	\$0.00	0.00%	100.00%	0.00%	
Special Assessment	\$0.00	\$0.00	\$0.00	0.00%	100.00%	0.00%	
Other Income	\$19,500.00	\$1,625.00	\$0.00	0.00%	100.00%	0.00%	
Interest Income	\$0.00	\$0.00	\$0.00	0.00%	100.00%	0.00%	
Maintenance Income	\$0.00	\$0.00	\$0.00	0.00%	100.00%	0.00%	
Clubhouse Rental	\$12,000.00	\$1,000.00	\$0.00	0.00%	100.00%	0.00%	
Communications Income	\$0.00	\$0.00	\$0.00	0.00%	100.00%	0.00%	
Elevator Reimbursement	\$0.00	\$0.00	\$0.00	0.00%	100.00%	0.00%	
Monthly Rental Pool Income	\$148,850.00	\$12,404.17	\$0.00	0.00%	100.00%	0.00%	
Move In/Out Income	\$0.00	\$0.00	\$0.00	0.00%	100.00%	0.00%	
Guest Suite Rental	\$0.00	\$0.00	\$0.00	0.00%	100.00%	0.00%	
Other Special Income	\$0.00	\$0.00	\$0.00	0.00%	100.00%	0.00%	
Deficit Funding Income	\$0.00	\$0.00	\$0.00	0.00%	100.00%	0.00%	
TOTAL	\$189,350.00	\$15,779.17	\$0.00	0.00%	0.00%	0.00%	
CASH FLOW							
	\$0.00	\$0.00					

Note: Shared expenses are allocated as Residential at 97.527% and CU-1 at 2.473%. CU-1 has not been allocated expenses for portions of operating expenses for areas which they have no right of use according to the declaration.

RESERVE SCHEDULE:						
Unit Type	Estimated Actual Life (Yrs.)	Estimated Remaining Useful Life	Balance of Replacement Cost	Monthly	nu	
Roof	1	1	\$ -	\$ -		
Exterior Painting	1	1	\$ -	\$ -		
HVAC	1	1	\$ -	\$ -		
Structural	1	1	\$ -	\$ -		
Pool/Spa	1	1	\$ -	\$ -		
Site/Landscaping	1	1	\$ -	\$ -		
Elevators	1	1	\$ -	\$ -		
Pavement & Parking	1	1	\$ -	\$ -		
Not based on a reserve study	1	1	\$ -	\$ -		
10% per FNMA/FHA	1	1	\$ 110,000.00	\$ 9,166.67		
			\$ 110,000.00	\$ 9,166.67		

SECTION 6

**Declarant's Commitment for
Improvements and Submit Additional
Property**

788 WEST MIDTOWN, A CONDOMINIUM
DECLARANT'S COMMITMENT FOR IMPROVEMENTS

788 High Rise, LLC, a Delaware limited liability company, the Declarant, makes no commitment that it will build and/or submit additional units, additional recreational area or other facilities or additional property to 788 West Midtown, a Condominium ("Condominium"); **provided, however, notwithstanding the foregoing, Declarant expressly reserves the right to add additional property to 788 West Midtown, a Condominium as set forth in the Declaration of Condominium for 788 West Midtown, a Condominium.**

Declarant's Statement Concerning
Items Required by O.C.G.A. § 44-3-111

The following items required by Section 44-3-111 of the Georgia Condominium Act are not applicable to 788 West Midtown, a Condominium and, therefore, are not in existence as of the date hereof:

- (1) Ground Lease (none required or used);
- (2) Recreational Leases (none required or used); and
- (3) Statement or Condition of Property (none required).