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STATE OF GEORGIA
COUNTY OF GWINNETT

Reference: Deed Book 2428
Page 167

**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
FOR
WOODMONT LANDING CONDOMINIUM**

IMPORTANT NOTICE:

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

This Amended and Restated Declaration of Condominium may be used only in connection with the ownership and sale of property at Woodmont Landing Condominium and the operation of Woodmont Landing Condominium Association, Inc.

PREPARED BY:



JAY S. LAZEGA, ESQUIRE

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WHEREAS, the Declaration of Condominium for Woodmont Landing Condominium was recorded on July 28, 1982, in Deed Book 2428, Page 167, *et seq.*, Gwinnett County, Georgia Records, as amended ("Original Declaration"); and

WHEREAS, Article XII, Section 2 of the Original Declaration provides that the Original Declaration may be amended with the assent of unit owners at the Condominium having at least two-thirds (2/3) of the total vote of the Woodmont Landing Condominium Association, Inc. ("Association"); and

WHEREAS, unit owners having at least two-thirds (2/3) of the total vote of the Association desire to amend the Declaration and have approved or have been deemed to have consented to and approved this Amended and Restated Declaration; and

WHEREAS, Article VII, Section 5 of the By-Laws of Woodmont Landing Condominium Association, Inc., as amended ("Original By-Laws"), provides that the Original By-Laws may be amended by the vote of a majority of the votes of unit owners represented at an Association meeting; and

WHEREAS, unit owners holding a majority of the votes represented at an Association meeting, or by action in lieu thereof, desire to amend the Original By-Laws and have approved or have been deemed to have consented to and approved the Amended and Restated Bylaws attached as Exhibit "B" to this Amended and Restated Declaration; and

WHEREAS, this Amended and Restated Declaration and the Amended and Restated Bylaws do not alter, modify, change or rescind any right, title, interest or privilege held by any mortgage holder of any Unit; provided, however, in the event a court of competent jurisdiction determines that any provision(s) hereof does/do so without such mortgage holder's written consent, then such provision(s) shall not be binding on the mortgage holder so involved, unless it consents hereto; and if such consent is not forthcoming, then the relevant provision(s) of the Original Declaration or Original By-Laws prior hereto shall control with respect to the affected mortgage holder;

NOW, THEREFORE, the Original By-Laws and the Original Declaration, and all exhibits thereto, are hereby stricken in their entirety and the following are simultaneously substituted therefor:

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
FOR
WOODMONT LANDING CONDOMINIUM

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

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DESCRIPTION OF SUBMITTED PROPERTY "A"

BYLAWS "B"

1. NAME

The name of the condominium is Woodmont Landing Condominium, which condominium is submitted to the Georgia Condominium Act, as amended or may be amended.

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:

- A. **Act** means the Georgia Condominium Act, O.C.G.A. Section 44-3-70, *et seq.* (1991 and Supp. 2002), as may be amended.
- B. **Architectural Control Committee** or **ACC** means the committee established to exercise the architectural review powers set forth herein, which shall be the Board of Directors unless the Board appoints a separate Architectural Control Committee.
- C. **Area of Common Responsibility** means the Common Elements, together with those areas, if any, which by the terms of this Declaration or by contract or agreement with any other Person, become the maintenance responsibility of the Association. Public rights-of-way within or adjacent to the Condominium may be considered by the Board to be part of the Area of Common Responsibility.
- D. **Articles of Incorporation** or **Articles** mean the Articles of Incorporation of Woodmont Landing Condominium Association, Inc., filed with the Secretary of State of the State of Georgia.
- E. **Association** means Woodmont Landing Condominium Association, Inc., a Georgia nonprofit corporation, its successors or assigns.
- F. **Board of Directors** or **Board** means the body responsible for management and operation of the Association.
- G. **Bylaws** mean the Bylaws of Woodmont Landing Condominium Association, Inc., attached to this Declaration as Exhibit "B" and incorporated herein by this reference.
- H. **Common Elements** mean those portions of the Condominium that are not included within the boundaries of a Unit, as more particularly described in this Declaration.
- I. **Common Expenses** mean the expenses incurred or anticipated to be incurred by the Association for the general benefit of the Condominium, including but not limited to, those expenses incurred for maintaining, repairing, replacing and operating the Common Elements.
- J. **Community-Wide Standard** means the standard of conduct, maintenance, or other activity generally prevailing within the Condominium. Such standard may be more specifically determined by the Board.
- K. **Condominium** means all that property described in Exhibit "A" attached hereto and incorporated herein by this reference, submitted to the provisions of the Act by this Declaration.
- L. **Condominium Instruments** mean this Declaration and all exhibits hereto, including the Association's Bylaws, and the Survey and Floor Plans, all as may be supplemented or amended from time to time.
- M. **Domestic Partner** means any adult who cohabitates with an Owner at a mutual primary residence and who has been designated as the Owner's Domestic Partner in a written statement, signed by the Owner and filed with the Association's Secretary. A person shall no longer be a Domestic Partner upon the Secretary's receipt of a written termination notice, signed by either the Owner or the Domestic Partner.

N. **Effective Date** means the date that this Declaration is recorded in the Gwinnett County, Georgia land records.

O. **Eligible Mortgage Holder** means a holder of a first Mortgage secured by a Unit in the Condominium who has requested in writing notice of certain items as set forth in this Declaration.

P. **Floor Plans** mean any floor plans for Woodmont Landing Condominium that may be filed in the Condominium File Cabinet of the Gwinnett County, Georgia records, incorporated herein by this reference.

Q. **Limited Common Elements** mean a portion of the Common Elements reserved for the exclusive use of those entitled to occupy one or more, but less than all, Units, as more particularly set forth in this Declaration.

R. **Majority** means more than 50% of the applicable voting body or category specified on a particular vote under this Declaration or the Bylaws.

S. **Mortgage** means to any mortgage, deed to secure debt, deed of trust, or other transfer or conveyance for the purpose of securing the performance of an obligation, including but not limited to, a transfer or conveyance of fee title for such purpose.

T. **Mortgage Holder** or **Mortgagee** means the holder of any Mortgage.

U. **Occupant** means any Person occupying all or any portion of a Unit as his or her primary or principal residence for any period of time.

V. **Officer** means an individual who is elected by the Board as President, Vice President, Secretary or Treasurer, or to hold such other office as the Board may establish.

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

X. **Person** means any individual, corporation, limited liability company, firm, association, partnership, trust, or other legal entity.

Y. **Plats** mean any plats of survey for Woodmont Landing Condominium filed in Plat Book 1, Pages 65, 68 and 72 of the Condominium Plat Book of the Gwinnett County, Georgia records, incorporated herein by this reference, and as may be amended.

Z. **Stacked Unit** means a Unit which has another Unit located above or below it.

AA. **Townhouse Unit** means a Unit which does not have another Unit located above or below it.

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

3. LOCATION

The Condominium subject to this Declaration and the Act is located in Land Lot 283 of the 6TH District of Gwinnett County, Georgia, being more particularly described in Exhibit "A" attached to this Declaration, which exhibit is incorporated herein by this reference.

4. UNITS

The Condominium is divided into 80 separate Stacked Units, 12 separate Townhouse Units, the Common Elements and Limited Common Elements, and the respective percentage of undivided interest in the Common

Elements appurtenant to the Units. Each Unit shall be conveyed as a separately designated and legally described freehold estate subject to the Act and the Condominium Instruments. The Units are depicted on the Plats and the Floor Plans. Each Unit includes that part of the structure, which lies within the following boundaries:

A. Townhouse Unit Boundaries. The lower horizontal boundary of a Townhouse Unit is the horizontal plane of the upper surface of the concrete slab subjacent thereto. The upper horizontal boundary of a Townhouse Unit is the horizontal plane of the lower surfaces (facing the Unit) of the joists which serve as the ceiling joists for the upper floor of the Townhouse Unit and as the floor joists for the attic space beneath the roof of such Unit. The vertical or perimetrical boundaries of a Townhouse Unit are the vertical planes of the inside surface (facing the Unit) of the wood studs which form the perimeter boundaries of such Unit. All horizontal and vertical boundaries of a Townhouse Unit are extended to their intersections with each other.

B. Stacked Unit Boundaries. The lower horizontal boundary of a lower floor Stacked Unit is the horizontal plane of the upper surface of the concrete slab subjacent thereto. The upper horizontal boundary of a lower floor Stacked Unit is the horizontal plane of the lower surfaces (facing the Unit) of the joists which serve as the ceiling joists for such Unit. The vertical or perimetrical boundaries of a lower floor Stacked Unit are the vertical planes of the inside surface (facing the Unit) of the wood studs which form the perimeter boundaries of such Unit.

The lower horizontal boundary of an upper floor Stacked Unit is the horizontal plane of the upper surface of the joists which serve as floor joists for such Unit. The upper horizontal boundary of an upper floor Stacked Unit is the horizontal plane of the lower surfaces (facing the Unit) of the joists which serve as the ceiling joists for such Unit. The vertical or perimetrical boundaries of a lower floor Stacked Unit are the vertical planes of the inside surface (facing the Unit) of the wood studs which form the perimeter boundaries of such Unit.

All horizontal and vertical boundaries of a Stacked Unit are extended to their intersections with each other.

C. Additional Information to Interpret Unit Boundaries. Entry doors and exterior glass surfaces (and the framing thereof), including, but not limited to, windows, screens and glass doors, serving the Unit shall be included within the boundaries of the Unit. Heating, air conditioning, chimney and vent systems serving a single Unit (including any part of any such system located outside the boundaries of the Unit, and including all duct work for heating, air conditioning, chimney and vent systems), and appliances and plumbing fixtures within a Unit shall be part of the Unit. Also, if there are any chutes, flues, ducts, conduits, wires, pipes or other apparatus lying partly within and partly outside the designated boundaries of a Unit, any portion thereof serving only that Unit is deemed a part of that Unit, while any portions thereof which serve more than one Unit or any portion of the Common Elements are 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 accordance with the original Floor Plans thereof, shall be conclusively presumed to be its boundaries, rather than the metes and bounds expressed in any deed or Floor Plan, regardless of settling or lateral movement of the building in which the Unit was located, and regardless of minor variance between the boundaries shown on the Floor Plans or in a deed and those of the Unit.

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

5. COMMON ELEMENTS

The Common Elements consist of all portions of the Condominium not located within the boundaries of a Unit. The Unit Owners own the Common Elements as tenants-in-common. Each Unit is attributed an equal percentage of undivided interest in and to the Common Elements. 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 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.

In addition to all of its other powers and duties necessary for the administration of the Condominium, the Board has the right 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), with 30 days' prior notice to all Owners, except that, in emergency situations requiring a temporary closing, prior notice shall not be required so long as notice is given within three days after the closing explaining the reason for the closing. Notwithstanding the above, the Owners may re-open closed Common Elements by a majority vote of the total Association vote, cast at a duly called special or annual meeting.

6. LIMITED COMMON ELEMENTS

A. Assigned Limited Common Elements. The Limited Common Elements at the Condominium, and the Unit(s) to which they are assigned are as follows:

(i) Townhome Units.

- (a) The patio or deck appurtenant to a Townhouse Unit is assigned as a Limited Common Element to the Unit served by and having direct access to such patio.
- (b) Any stoops, landing or entrance steps which exclusively serve a Townhouse Unit are assigned as Limited Common Elements to such Unit served thereby and having direct access thereto.
- (c) The portion of the attic space beneath the roof of a Townhouse Unit which attic space exclusively serves such Unit is assigned as a Limited Common Element to the Townhouse Unit located beneath such attic space and having direct access thereto.
- (d) 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(s) so served.

(ii) Stacked Units.

- (a) The terrace appurtenant to any Stacked Unit is assigned as a Limited Common Element to the Unit having a terrace, which terrace exclusively serves such Unit, together with the fencing or railing enclosing the same, is assigned as a Limited Common Element to the Unit having direct access to such patio or balcony.
- (b) The balcony appurtenant to any Stacked Unit is assigned as a Limited Common Element to the Unit having a balcony, which balcony exclusively serves such Unit, together with the fencing or railing enclosing the same and the supports therefor, is assigned as a Limited Common Element to the Unit having direct access to such patio or balcony.
- (c) The storage closet located outside the boundaries of a Stacked Unit and on the terrace or balcony appurtenant to a Unit having a terrace or balcony exclusively serving such Unit, is assigned as a Limited Common Element to the Unit served thereby and having direct access thereto.
- (d) 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(s) so served.

B. Additional Limited Common Element Assignment or Reassignment. 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, in accordance with the provisions of Sections 44-3-82(b) and (c) of the Act. A Common Element not previously assigned as a Limited Common Element may be so assigned, and a Limited Common Element may be reassigned by the Board, without the need for a vote of the Association, upon written application to the Association by the Unit Owner(s) for whose exclusive use such Common Element is requested or whose use of the Limited Common Element previously assigned is directly affected. Upon such application, the Association shall prepare and execute an amendment to the Declaration assigning the Common Element as a Limited Common Element or reassigning the Limited Common Element,

which amendment shall be executed by the Owner(s) making such application. Such amendment shall be delivered and become effective as provided in Section 44-3-82 of the Act.

7. ASSOCIATION MEMBERSHIP AND ALLOCATION OF VOTES

A. Membership. All Unit Owners, by virtue of their ownership of a fee or undivided fee interest in any Unit in the Condominium, are members of Woodmont Landing Condominium Association, Inc. This is not intended to include Persons who hold an interest merely as security for the performance of an obligation, but the giving of a security interest shall not terminate the Owner's membership. No Owner, whether one or more Persons, shall have more than one membership per Unit owned.

B. Voting. The Owner or collective Owners of the Unit shall be entitled to one vote for such Unit, weighted based on the percentage allocations identified in Exhibit "B" hereto. When more than one Person holds an ownership interest in any Unit, the vote for such Unit shall be exercised as those Owners determine among themselves, otherwise the Unit's vote shall be suspended if more than one Person seeks to exercise it.

8. ALLOCATION OF LIABILITY FOR COMMON EXPENSES

A. General Allocations. Except as provided below or elsewhere in the Act or Condominium Instruments, the amount of all Common Expenses shall be assessed equally against all the Units.

B. Specific Special Assessments. Notwithstanding the above, the Board of Directors shall have the power to levy specific special assessments against Units pursuant to Section 44-3-80(b) of the Act as, in its discretion, it shall deem appropriate. Failure of the Board of Directors to do so shall not be grounds for any action against the Association or the Board and shall not constitute a waiver of the Board's right to exercise its authority under this Paragraph in the future. 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(s), including attorneys' fees incurred by the Association in enforcing the Declaration, Bylaws or Association rules, may be specifically specially assessed against such Unit(s). For purposes of this subparagraph, nonuse shall constitute a benefit to less than all Units or a significant disproportionate benefit among all Units only when such nonuse results in an identifiable, calculable reduction in cost to the Association.

9. ASSESSMENTS

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

B. Creation of the Lien and Personal Obligation For Assessments. Each Owner of any Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges provided for herein; (ii) special assessments provided for herein; and (iii) specific special assessments provided for herein, including but not limited to reasonable fines imposed in accordance with this Declaration.

All such assessments, together with charges, interest, costs, and reasonable attorneys' fees actually incurred (including post-judgment attorneys' fees, costs and expenses), and if the Board so elects, rents, in the maximum amount permitted by the Act, shall be a charge on the Unit and shall be a continuing lien upon the Unit against which each assessment is made. Such amounts shall also be the personal obligation of the Person who was the Owner of such Unit at the time when the assessment fell due. Each Owner and his or her grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance. The Association, in the Board's discretion, may, but shall not be obligated to, record a notice of such lien in the Gwinnett County, Georgia records evidencing the lien created under the Act and this Declaration.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors. Unless otherwise provided, the annual assessments shall be paid in equal monthly installments due on the first day of each calendar month. No Owner may exempt him or herself from liability for or otherwise withhold payment of assessments for any reason whatsoever, including, but not limited to, nonuse of the Common Elements, the

Association's failure to provide services or perform its obligations required hereunder, or inconvenience or discomfort arising from the Association's performance of its duties.

The lien provided for herein shall have priority as provided in the Act.

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

- (i) **Late Charges, Interest and Acceleration.** If the annual assessment, any part or installment thereof or any other fine, special assessment or charge is not paid in full within 10 days of the due date, or such later date as may be provided by the Board:
 - (a) a late charge equal to the greater of \$10.00 or 10% of the amount not paid, or such higher amounts as may be authorized by the Act, may be imposed without further notice or warning to the delinquent Owner;
 - (b) interest at the rate of 10% per annum, or such higher rate as may be authorized by the Act, shall accrue from the due date; and
 - (c) upon 30 days' written notice to the Owner, the Board may accelerate and declare immediately due all of that Owner's unpaid installments. Upon acceleration, that Owner shall thereby lose the privilege of paying any and all assessments and charges in installments for that fiscal year, unless such privilege is otherwise reinstated in the Board's sole discretion.
- (ii) **Suspension of Privileges and Suit.** If assessments, fines or other charges, or any part thereof, remain unpaid more than 30 days after the assessment payments first become delinquent, the Owner's and Occupant's rights to vote and use the Common Property shall be automatically suspended until all amounts owed are paid in full (provided, however, the Board may not deny ingress or egress to or from a Unit) and the Association, acting through the Board of Directors, may institute suit to collect all amounts due pursuant to the provisions of the Declaration, the Bylaws, the Act and Georgia law, including reasonable attorneys' fees actually incurred. Enforcement under this subparagraph is not dependent upon or related to other restrictions and/or other actions. The Association also shall have the authority to suspend utility services and other community services paid for as a Common Expense and to suspend common element parking privileges for delinquent Units, to the extent authorized under the Act and in accordance with any procedures specified in the Act.
- (iii) **Application of Payments.** If part payment of assessments or other charges is made, the amount received may be applied first to post-judgment attorneys' fees, costs and expense, then to costs and attorneys' fees not reduced to a judgment, then to interest, then to late charges, then to delinquent assessments and then to current assessments. Late charges may be assessed on delinquencies that are created by the application of current payments to outstanding delinquent assessments or charges.

D. Computation of Operating Budget and Assessment. Prior to the beginning of each fiscal year, the Board shall prepare a budget covering the estimated costs of operating the Condominium during the coming year, and the Board shall establish the annual assessment or installments for the coming year. The Board shall cause the budget and notice of the assessment(s) to be delivered to each member at least 21 days prior to the due date of the first installment payment for such assessments. The budget and the assessment shall become effective unless disapproved at a duly called Association meeting by a vote of a majority of the total Association membership.

If the membership disapproves the proposed budget or the Board fails for any reason to determine the budget for the succeeding year, then, until such time as a new budget is established as provided herein, the budget in effect for the current year shall continue for the succeeding year. 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 21 days before the proposed effective date thereof and at least 7 days before

the special meeting. The disapproval procedure set forth above for budgets shall also apply to budgets considered under this paragraph.

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

E. Special Assessments. In addition to all other assessments provided for in subparagraph (B) above, the Board may at any time levy a special assessment against all Owners, notice of which shall be sent to all Owners. Except for the exceptions noted below, any special assessment which would cause the average total of special assessments levied in one fiscal year to exceed \$200.00 per Unit must be approved by a majority of the Owners prior to becoming effective. The exceptions for which no vote of the members is required are as provided in Paragraph 8(B) regarding specific assessments under Section 44-3-80(b) of the Act, Paragraph 16(B) regarding repair or reconstruction of casualty damage to the Condominium, and Paragraph 17 regarding allocation of condemnation proceeds.

F. Capital Reserve Budget and Contribution. The Board of Directors may prepare or obtain an annual or multi-year capital reserve budget or evaluation which takes into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board may set an annual reserve contribution, in an amount the Board determines to be sufficient to permit meeting the projected capital needs of the Association, both as to amount and timing. Any required annual reserve contribution shall be included within the budget and assessment as provided above in this Paragraph.

G. Statement of Account. Any Owner, Mortgagee, or a Person having executed a contract for the purchase of a Unit, or a lender considering a loan to be secured by a Unit, shall be entitled, upon written request, to a statement from the Association setting forth the amount of assessments due and unpaid, including any late charges, interest, fines, or other charges against such Unit. The Association shall respond in writing within five business days of receipt of the request for a statement; provided, however, the Association may require the payment of a fee, not exceeding \$10.00, 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, if such statement is reasonably relied upon in connection with the conveyance of any Unit or the issuance of any Mortgage on a Unit.

H. Surplus Funds and Common Profits. Pursuant to the Act, common profits from whatever source shall be applied to the payment of Common Expenses. Any surplus funds remaining after the application of such common profits to the payment of Common Expenses shall, at the option of the Board of Directors, be: (1) distributed to the Owners; (2) credited to the next assessment chargeable to the Owners in proportion to the liability for Common Expenses attributable to each Unit; or (3) added to the Association's capital reserve account.

10. MAINTENANCE RESPONSIBILITY

A. By the Owner. Each Owner shall have the obligation to maintain and keep in good repair all portions of his or her Unit and those portions of the Limited Common Elements or Common Elements as are identified as Owner responsibility below.

The Owner's maintenance responsibility shall include, but not be limited to, the following:

- (i) All glass surfaces, windows, window frames (except for periodic painting of any painted surfaces of the exterior window frames), window screens, mullions, hardware, glass, sills, sashes, casings and locks;
- (ii) All doors, storm doors, doorways, door frames, door knobs, thresholds, locks, jambs, hardware and interior trim that are part of the entry system of the Unit (except for periodic painting and/or staining of the exterior surface of entry doors and door frames);
- (iii) All portions of the heating and air conditioning system, including the air conditioning compressor, condensation lines, wiring and fan coil serving only the Unit and including the periodic inspection of the air conditioning condensation and overflow lines, compressor, wiring and fan coil;

- (iv) All pipes, lines, ducts, conduits, cable television lines and components, security lines and components, electrical boxes, meters, flues, or other apparatus which serve only the Unit, whether located inside or outside a Unit's boundaries, or located in a storage closet serving the Unit, including but not limited to: (1) the water and sewer lines serving only the Unit; (2) the exterior light fixtures served by electricity from the Unit; (3) the exterior electrical outlets served by electricity from the Unit; and (4) the dryer vent, range vent and other vents serving the Unit and penetrating the exterior walls or roof of the Unit. Under this provision, the Owner is responsible for maintaining and repairing all portions of a dryer vent, including any portions outside the Unit, and for maintaining and repairing a water line or an electrical line serving only the Unit from and including the point where that line tees or branches off of a common line or main line serving multiple Units;
- (v) All appliances and fixtures in the Unit;
- (vi) All plaster, drywall and other building materials attached to the interior of all walls and ceilings in the Unit or attached to the interior of a storage closet serving the Unit;
- (vii) Any insulation located within the walls forming the Unit;
- (viii) All flooring and subflooring of the Unit located above the concrete slab or the floor joists that form the lower horizontal boundary of the Unit;
- (ix) All portions of any fireplace and chimney serving the Unit, including the flue, damper, lining, framing and cap, but excluding the brick, siding or other building material forming the visible exterior surface of the chimney (which is part of the Association's responsibility for maintaining exterior building surfaces under subparagraph (B) below);
- (x) Any Limited Common Element deck, patio, terrace or balcony serving the Unit;
- (xi) The following Limited Common Elements: (1) patios, decks, balconies and terraces; (2) handrails, railings and fences enclosing patios, decks, balconies or terraces (except for painting of any painted exterior surfaces thereof, which is performed as part of the Association's exterior painting responsibility); and (3) steps, stoops, stairways and landings providing access to patios, decks, balconies or terraces; and
- (xii) All modifications made to the Unit or any Limited Common Elements or Common Elements by the Owner or any predecessor-in-title or Occupant of the Owner, unless the Association has expressly accepted responsibility for maintenance of such items in writing. This subparagraph (xi) takes precedence over a conflicting provision in this Paragraph 10 which otherwise would assign the Association maintenance responsibility for an item.

In addition, each Unit Owner shall have the responsibility:

- (1) To keep in a neat, clean and sanitary condition any Limited Common Elements serving his or her Unit.
- (2) To perform his or her responsibility in such manner so as not to unreasonably disturb other persons in other Units.
- (3) To promptly report to the Association or its agent any defect or need for repairs, for which the Association is responsible.
- (4) To pay for the cost of repairing, replacing or cleaning up any item which is the responsibility of the Unit Owner but which responsibility such Owner fails or refuses to discharge, or to pay for the cost of repairing, replacing, or cleaning up any item which, although the responsibility of the Association, is necessitated by reason of the willful or negligent act of the Unit Owner, his or her family, tenants or guests.

Notwithstanding the maintenance responsibilities discussed above, no Owner or Occupant may access or use the roof of the Condominium building except as is necessary to inspect, service and/or repair the air conditioning compressor serving the Owner's Unit.

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

B. By the Association. The Association, as a Common Expense, shall maintain, keep in good repair, replace and in the Board's discretion, improve or alter the "Area of Common Responsibility," which includes all general Common Elements and Limited Common Elements (except those portions that are identified as Owner responsibility under subparagraph (A) above), including, but not limited to, the following:

- (i) The siding, brick or other building material forming the visible exterior surfaces of the outside walls of the Unit, or forming the visible exterior surface of any firewalls which may be located between Units;
- (ii) Periodic painting of any visible exterior painted surfaces that are part of the Condominium, including, but not limited to, any visible exterior entry surfaces of windows, doors, door frames, and handrails or railings;
- (iii) Steps, stoops, stairways and landings providing access to the Units;
- (iv) The Common Element wood joists, wood studs and concrete subfloor forming the boundaries of the Units;
- (v) The flooring, floor decking and insulation in the attic space above the Unit and any pull down ladder and door accessing the attic, but excluding painting of interior surfaces of any pull down ladder and door;
- (vi) Any gutters and downspouts on the Units, and any drainage pipes connected to such downspouts; and
- (vii) The roofs of the Units, including the roof joists, crossbeams, decking, felt or underlayment, shingles and flashing.

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

If, during the course of performing its maintenance responsibilities hereunder, the Association discovers that maintenance, repair or replacement is required of an item which is the Owner's responsibility, and such maintenance, repair or replacement must be performed for the Association to properly complete its maintenance project, then the Association may perform such work on behalf of the Owner and at the Owner's sole expense, without prior notice to the Owner, such being deemed an emergency situation hereunder. Similarly, the Board can require Owners to remove storm doors, storm windows and other items attached by Owners to the building exteriors or other exterior portions of Units, if the Board determines that removal is necessary or beneficial for the Association to discharge its maintenance responsibilities, such as for exterior painting; however, Owners may reinstall such removed items in their previous locations or a location approved by the Board, if the items were installed in accordance with the Declaration prior to their removal.

If the Board determines that the need for maintenance or repair in the Common Elements is caused through the willful or negligent act of any Owner, or Occupant or their family, guests, lessees, or invitees, then the Association may assess the cost of any such maintenance, repair, or replacement against the Owner's or Occupant's Unit, shall become the personal obligation of the Owner, a lien against the Unit, and shall be collected as provided herein for the collection of assessments. For the purpose of this provision, "negligent act" shall mean failure or refusal of an Owner to discharge his or her maintenance obligations hereunder, including any

obligation to inspect, maintain and repair all portions of the heating and air conditioning serving a Unit, or any appliances or fixtures serving the Unit, once notified of the need of 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 Association 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 which may leak or flow from any portion of the Common Elements or from any pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain hereunder, unless such injury or damage results directly and solely from the negligence or gross negligence of the Association. 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 Paragraph where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

It is understood that, even if damage within a Unit is caused by an exterior condition for which the Association is responsible hereunder, the Owner shall be responsible for repairs within his or her Unit (including drywall, carpet and other repairs), unless such damage was caused solely by or resulted solely from the negligence or gross negligence of the Association, or such damage is covered under insurance maintained by the Association hereunder (solely to the extent of proceeds actually paid under such insurance). It also is understood that any failure of an Owner to promptly report Common Element conditions causing damage to his or her Unit or the Common Elements, when the Owner has knowledge or notice of such condition, or to provide the Association with all necessary access into the Unit to investigate any such condition, could result in unnecessary damage to the Condominium, and the Owner may be held responsible for such damages. Except to the extent of proceeds of insurance available under the hazard insurance policy maintained by the Association under this Declaration, each Owner and Occupant at the Condominium hereby releases and fully indemnifies the Association for all claims of damage or liability related to or resulting from such Owner's and/or Occupant's failure to discharge maintenance, repair and reporting obligations existing under this Paragraph.

C. Measures Related to Insurance Coverage and Unit Improvements. In addition to requiring Owners to perform maintenance, repairs and replacements required under this Declaration, the Board of Directors may require all or any Owner(s) to make improvements to Units, or do any act or perform any work involving portions of the Condominium which fall within the maintenance responsibility of the Owner, which will, in the Board's discretion, decrease the possibility of fires, water damage, or other damage in the Condominium, reduce the insurance premium paid by the Association for any insurance coverage, reduce Association utility expenses, or otherwise assist the Board in procuring or maintaining insurance coverage. This authority shall include 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 inspect and clean as necessary any fireplace flues or other ducts, requiring Owners to install water conservation devices, requiring Owners to allow the Association to inspect such items 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 \$500.00 per Unit in any 12 month period. This authority is in addition to the Board's power to compel Owners to perform maintenance, repairs and replacements required of an Owner under subparagraph (A) above, without any expense limitation.

In addition to any other rights the Association may have, if an Owner does not comply with any requirement established by the Board pursuant to this subparagraph, the Association, upon 10 days' written notice, may perform such required act or work at the Unit Owner's sole cost. Such cost shall be added to and become a part of the assessment to which the Owner is subject, shall become and be the personal obligation of

the Owner and a lien against the Unit, and shall be collected as provided herein for the collection of assessments. The Association shall have all rights necessary to implement the requirements mandated by the Board pursuant to this Paragraph, including, but not limited to, a right of entry during reasonable hours and after reasonable notice to the Owner or Occupant of the Unit, except that access may be had at any time without notice in an emergency situation.

D. Mold and/or Mildew. Mold and/or mildew can grow in any portion of the Condominium that is exposed to a regular source of moisture. Therefore, the Association and the Unit Owners agree to: (i) promptly investigate to determine the source of the problem and the extent of the condition upon the discovery of any water leaks within their respective maintenance areas; (ii) repair any such leaks in their respective areas of maintenance responsibility in a good and workmanlike condition; (iii) ensure that any building material which has absorbed water or moisture as a result of a water leak and has not been completely dried as part of the repair of the water or moisture damage is removed and replaced; and (iv) clean any area where mold and/or mildew appears with an industry-accepted product designed to inhibit the growth of mold and/or mildew.

If the Association investigates a reported leak or reported water damage at the Condominium and determines that the leak or water damage is being caused by a condition which is the responsibility of an individual Owner to repair, then the Association may either: (1) make the required repair and assess all costs thereof against that Owner who is responsible for the repair, notwithstanding the fact that the Owner may have notice or opportunity to select the contractor performing the repair or to approve the expense prior to such repair being made by the Association; or (2) require that Owner to promptly correct the leak and repair the condition.

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

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

In addition to the foregoing, if the Board of Directors determines that an Owner has failed or refused to discharge properly or was negligent in his or her obligation to perform periodic inspections and maintenance of his or her air conditioning condensation and overflow lines as required by this Paragraph and a back up or overflow occurs as a result of this failure, the Association may charge the cost of any repairs to the Common Elements necessitated by the back up or overflow back to the Owner or assess fines in accordance with this Declaration as a result of Owner's failure to perform the required maintenance. Any such costs of repair or fines assessed shall become and be the personal obligation of the Owner and a lien against the Unit, and shall be collected as provided herein for the collection of assessments.

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

11. ARCHITECTURAL CONTROLS

A. Architectural Control Committee. The Architectural Control Committee ("ACC") shall constitute a standing committee of the Association. The ACC shall consist of the Board unless the Board delegates to other Persons the authority to serve on the ACC. The ACC shall have the authority to select and employ

professional consultants to assist it in discharging its duties, the cost of such consultants to be paid by the Owner of any Unit for which plans and specifications have been submitted for approval.

B. Architectural Standards. Except as otherwise provided herein, no Owner, Occupant, or any other person may, without first obtaining written approval of the ACC,:

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

C. Review of Applications. Applications for approval of any such architectural modification shall be in writing and shall provide such information as the Board may reasonably require. Except as may be otherwise determined by the Board, the Board or its designated representative shall be the sole arbiter of such application and may withhold approval for any reason, including purely aesthetic considerations. The Association, acting through the Board, shall be entitled to stop any construction, which is not in conformance with approved plans. The Board may publish written architectural standards for exterior and Common Element alterations or additions.

The standard for approval of such improvements shall include, but not be limited to: (1) aesthetic consideration; (2) materials to be used; (3) compliance with the Community-Wide Standard, this Declaration, or the design standards which may be adopted by the Board; (4) harmony with the external design of the existing buildings, Units and structures, and the location in relation to surrounding structures and topography; and (5) any other matter deemed to be relevant or appropriate by the Board.

If the Board fails to approve or to disapprove such application within 45 days after the application and all information as the Board may reasonably require have been submitted, then the Owner submitting the application may issue written notice, via certified mail, to the Association President, informing the President of the Owner's intent to proceed with the modification as identified in the application. Unless the Association issues a written disapproval of the application within 10 days of receipt of the Owner's notice, the approval will not be required and this subparagraph will be deemed complied with as to the items specifically identified in the application. However, even if the requirements of this subparagraph are satisfied, nothing herein shall authorize anyone to construct or maintain any structure or improvement that is otherwise in violation of the Declaration, the Bylaws, the Association's rules and regulations or any applicable zoning or other laws.

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

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

F. Limitation of Liability. Review and approval of any application pursuant to this Paragraph may be made on any basis, including solely the basis of aesthetic considerations, and neither the Board of Directors nor its designate shall bear any responsibility for ensuring the design, quality, structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes, zoning regulations, and other governmental requirements. Neither the Association, the Board of Directors, any ACC, nor member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner, design, or quality of approved construction on or modifications to any Unit, nor may any action be brought against the Association, the Board of Directors, any ACC, or any member thereof, for any such injury, damage or loss.

G. No Waiver of Future Approvals. Each Owner acknowledges that the members of the Board of Directors 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 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 Board's approval of any proposals, plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring Board approval, shall not constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

12. USE RESTRICTIONS

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

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

A. Use of Units.

- (i) **Residential/Business Use.** Each Unit shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a 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:
- (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 employees, clients, customers, suppliers or other business invitees in greater volume than would normally be expected for guest visitation to a residential Unit without business activity;
 - (c) the business activity is legal and conforms to all zoning requirements for the Condominium;
 - (d) the business activity does not increase traffic in the Condominium in excess of what would normally be expected for residential Units in the Condominium without business activity (other than by a reasonable number of deliveries by couriers, express mail carriers, parcel delivery services and other such similar delivery services);
 - (e) the business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the Association's ability to obtain insurance coverage;
 - (f) the business activity is consistent with the residential character of the Condominium and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Condominium, as determined in the Board's discretion; and

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

The terms "business" and "trade," as used herein, shall have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (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.

- (ii) **Number of Occupants.** The maximum number of Occupants in a Unit shall be limited to two people per bedroom in the Unit, as such bedrooms are depicted on the original Plat and Floor Plans. "Occupancy," for purposes of this subparagraph, shall be defined as staying overnight in a dwelling for a total of more than 30 days, either consecutive or nonconsecutive, in any calendar year. This occupancy restriction shall not apply to require the removal of any person lawfully occupying a Unit on the Effective Date hereof. Upon written application, the Board shall grant variances to this restriction to comply with provisions of the Fair Housing Amendments Act of 1988 or any amendments thereto.

B. Outbuildings. No structure of a temporary character, trailer, tent, shack, carport, garage, barn or other outbuilding shall be erected or used by any Owner or Occupant on any portion of the Condominium, at any time, either temporarily or permanently.

C. Use of Common Elements. There shall be no obstruction of the Common Elements, nor shall anything be kept, parked, or stored on or removed from any part of the Common Elements without the prior written consent of the Board, except as specifically provided herein. The Association shall not be liable to the Owner of any Unit or such Owner's Occupant, guest, or family, for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Common Elements. The Association shall not be liable to any person for any injury resulting from or in connection with sport or play activities on any streets, paved areas or parking areas at the Condominium. Amenities on the Common Elements, such as tennis courts, are permitted to be used only for the purposes approved by the Board or for which the amenity is designed, and not for other play or sport activities. Common Element streets, parking areas and traffic areas are intended for vehicular traffic, and sports and play activities are prohibited in such areas. The Association shall not be liable for any injury to any person who engages in sports or play activities on the Common Element streets, parking areas or traffic areas.

D. Use of Attics and Attic Access Ladders and Doors. The Association shall have full access through Units as necessary to access Common Element attic areas to discharge its responsibilities hereunder. Owners and Occupants may not enter or use attic areas, or use, alter or seal, attic access ladders or doors, for any purpose, except with written approval of the Board of Directors. Owners and Occupants may not store or keep any items in the attic areas.

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

F. 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 which would increase the rate of insurance on the Condominium or any Unit, 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.

With Units sharing common walls, noise and vibration may be detectable between Units. Therefore, Owners and Occupants shall not conduct activities within a Unit or use a Unit in a manner that interferes with the reasonable use and quiet enjoyment of another Unit.

Furthermore, noxious, destructive, offensive or unsanitary activity shall not be carried on at the Condominium. No Owner or Occupant may use or allow the use of the Unit or any portion of the Condominium at any time, in any way, which may endanger the health or property of other Occupants, unreasonably annoy, disturb or cause embarrassment or discomfort to other Owners or Occupants, or, in the Board's discretion, constitute a nuisance. The intention of this provision is to grant the Association and aggrieved Owners and Occupants a right of redress for actions, activities or conduct which unreasonably disturbs or impairs the peaceful and safe enjoyment of the Condominium. In this regard, specific unauthorized and unreasonable annoyances or disturbances shall include, but not be limited to, the following:

- (i) Any fighting, raucous behavior or insobriety at the Condominium, if such conduct can be heard in the normal course of activities from within another Unit;
- (ii) The use of any alarm, equipment or device, mechanical or otherwise, which creates or produces excessively loud sounds or any vibrations, if such sounds can be heard or vibrations felt in the normal course of activities from within another Unit;
- (iii) Any threatening or intimidating conduct towards any resident, guest, invitee or pet at the Condominium;
- (iv) Any conduct which, in the Board's reasonable discretion, creates any danger or risk of injury to others or damage to property at the Condominium or which creates any threat to health or safety of any other resident, guest, invitee or pet at the Condominium;
- (v) Any conduct which creates any noxious odor, if such odor can be detected in the normal course of activities in any other Unit;
- (vi) Any similar action or activity at the Condominium which unreasonably interferes with the peaceful use and enjoyment of other Units or the Common Elements by any other Owner, members of his or her family, guests, invitees, or Occupants of his or her Unit; or
- (vii) Any construction or similar activities in a Unit, between the hours of 9:00 p.m. and 7:30 a.m., which can be heard from within another Unit.

Nothing herein shall be construed to affect the rights of an aggrieved Owner or Occupant to proceed individually against a violator hereof for relief from interference with his or her property or personal rights, and the Board may, in its discretion, require aggrieved individuals to seek redress personally for interference with their personal property rights before the Association intervenes and commences enforcement action hereunder. No claim for any loss, damage or otherwise shall exist by an aggrieved Owner or Occupant against the Association for failure to enforce the provisions hereof if the aggrieved Owner or Occupant has not personally pursued all available remedies against the violator for redress provided under Georgia law.

No Owner, Occupant or agent of such Owner or Occupant shall do any work which, in the Board's reasonable opinion, would jeopardize the soundness or safety of the Condominium or any structure thereon, would reduce the value thereof, or would impair any easement or other interest in the Condominium, without prior written consent of all Association members and their Mortgagees.

No damage to or waste of the Common Elements, or any part thereof, shall be permitted by any Owner or any Occupant, guest or invitee of any Owner. Each Owner and Occupant 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 or Occupant, or the Owner's or Occupant's guest or invitee.

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

H. Pets. No Owner or Occupant may bring to or keep at the Condominium any animals other than a reasonable number of generally recognized household pets, as determined by the Board. The Board may establish reasonable rules restricting the breed of permitted pets at the Condominium.

No Owner or Occupant may keep, breed or maintain any pet for any commercial purpose. No structure for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the Common Elements, including Limited Common Elements, without prior written Board approval. 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. Feces left by pets upon the Common Elements or in Units, including the pet owner's Unit, must be removed promptly by the owner of the pet or the person responsible for the pet. The Board may require that any pet be permanently removed from the Condominium upon seven days' written notice if the Owner, Occupant or pet owner violates the above leash restriction or feces removal requirement. If the Owner or Occupant fails to comply with such notice, the Board may remove the pet and/or obtain a court order requiring the Owner or Occupant to do so.

No dogs determined in the Board's sole discretion to be dangerous or to be a dangerous or aggressive breed may be brought onto or kept on the Condominium at any time. Pit Bulldogs and Rotweillers, or mixed breed dogs containing such breeds, are not permitted at the Condominium. The Board may require that any pet which, in the Board's opinion, endangers the health of any Owner or Occupant or creates a nuisance or unreasonable disturbance, be permanently removed from the Condominium upon seven days' written notice. If the Owner or Occupant fails to comply with such notice, the Board may remove the pet and/or obtain a court order requiring the Owner or Occupant to do so. Without prior notice to the pet's owner, the Board may remove any pet, which, in the Board's sole discretion, presents an immediate danger to the health, safety or property of any community member.

Owners and Occupants may not feed any wild animals on the Common Elements. Any Owner or Occupant who keeps or maintains any pet upon the Condominium indemnifies and holds 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.

I. Parking. No Owner or Occupant may keep or bring onto the Condominium more vehicles than the number of vehicles permitted under Association rules and regulations or as may be assigned to such Owner's Unit by the Board of Directors or as Limited Common Elements. Vehicles permitted under this subparagraph may be parked only in designated, lined parking spaces or other areas authorized in writing by the Board. The Board may adopt rules regulating vehicles and parking at the Condominium, including regulations limiting the size, number and type of permitted vehicles.

Disabled 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.

Boats, jet-skis, trailers, panel trucks, limousines, taxis, buses, trucks with a load capacity of one ton or more, vans (excluding vans used by handicapped persons, mini-vans or sport utility vehicles used as passenger vehicles and receiving a "car" or "passenger vehicle" classification by the Georgia Department of Motor Vehicles), recreational vehicles (RV's and motor homes), vehicles used primarily for commercial purposes and containing visible evidence of commercial use (such as tool boxes, tool racks, business decals or signs, or other visible business evidence), and vehicles with commercial writings on their exteriors (other than Sheriff's, Marshall's or police officer's vehicles marked as such) are also prohibited from being parked on the Condominium, except: (1) in any specific areas which may be approved by the Board for parking of such vehicles; or (2) in the case of service vehicles, on a temporary basis for the purpose of serving a Unit during daytime business hours or during emergencies affecting the Unit or Condominium. For purposes hereof, permitted "vehicles" shall include, but not be limited to, passenger automobiles, subject to the provisions above.

If any vehicle is parked on any portion of the Condominium in violation of this Paragraph or in violation of the Association's rules and regulations, the Board or agent of the Association may place a notice on the vehicle specifying the nature of the violation and stating that after 24 hours the vehicle may be towed. The notice shall include the name and telephone number of the person or entity that will do the towing and the name and telephone number of a person to contact regarding the alleged violation. If 24 hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within six months of such notice, the Board or agent of the

Association may have the vehicle towed in accordance with the notice, without further notice to the vehicle owner or user.

If a vehicle is parked in a fire lane, is blocking another vehicle or access to another Owner's Unit or parking space, is obstructing the flow of traffic, is parked on any grassy area, or otherwise creates a hazardous condition, no notice shall be required and the vehicle may be towed immediately. If a vehicle is towed in accordance with this subparagraph, neither the Association nor any director, 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.

J. Heating of Units in Colder Months. In order to prevent breakage of water pipes during colder months of the year resulting in damage to any portion of the Condominium, increased Common Expenses, and increased insurance premiums or cancellation of insurance policies due to numerous damage claims, the thermostats within the Units shall be maintained with the heat in an "on" position and at a minimum temperature setting of 55 degrees Fahrenheit (except during power failures or periods when heating equipment is broken) whenever the temperature is forecasted to or does reach 32 degrees Fahrenheit or below. Owners and Occupants of Units shall take all steps possible on a timely basis to keep heating equipment, including, but not limited to, the thermostat, in good working order and repair. At any time during the months specified above when the heating equipment is not working properly, the Lot Owner or Occupant shall immediately inform the Association of this failure of the equipment and of the time needed to repair the equipment. The Board may 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.

K. Signs. Except as may be provided for herein, required by legal proceedings or expressly authorized in Association rules and regulations, no signs, advertising posters, political placards or billboards of any kind shall be erected, placed, or permitted to remain on the Condominium without the prior written consent of the Board or its designee, except that one professional security sign not to exceed 6" by 6" in size may be displayed from within a window of a Unit. The Board shall have the right to erect reasonable and appropriate signs on behalf of the Association and to adopt rules further regulating signs at the Condominium.

L. Rubbish, Trash, and Garbage. All rubbish, trash, and garbage shall be regularly removed from the Unit and shall not be allowed to accumulate therein. No garbage or trash shall be placed on the Common Elements or Limited Common Elements outside the Unit, temporarily or otherwise, except in the Association's dumpsters or receptacles identified by the Board of Directors. Rubbish, trash and garbage shall be disposed of in appropriate sealed bags and placed in the dumpster or designated receptacles, and not on the ground adjacent to dumpsters or receptacles.

M. Impairment of Dwellings and Easements. No Owner or Occupant shall do any act or work that will impair the structural soundness or integrity of another Unit or impair any easement, or allow any condition to exist which will adversely affect the other Units.

N. 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. No automobile or vehicle maintenance or repairs are permitted at the Condominium, except for emergency repairs of flat tires.

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

P. Window Treatments. Unless otherwise approved in writing by the Board, windows in all Units with Occupants shall have window treatments, with all exterior visible portions thereof being white, beige or off-white in color. Towels, sheets, temporary paper, window covers, and similar items shall not be used as window treatments. Security bars and similar devices are not permitted to be installed on windows or window frames, except on the back of the Unit with written Board approval under Paragraph 11 hereof. No tinting of windows is permitted except with written approval of the Board. The Board may establish additional regulations regarding the location, type and exterior color of window treatments.

Q. Window Mullions. Any window mullions existing at the Condominium are a significant part of the architectural appearance of the community. Except as is necessary for window cleaning, Owners shall not remove mullions from their Unit windows.

R. Antennas and Satellite Dishes. Except with Board approval or 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.

- (i) No transmission antenna, of any kind, may be erected anywhere on the Condominium, including the Units or Limited Common Elements, without written Board approval.
- (ii) No direct broadcast satellite (DBS) antenna or multi-channel multi-point distribution service (MMDS) antenna larger than one meter (39.38 inches) in diameter shall be placed, allowed or maintained upon the Condominium, including the Units and the Limited Common Elements.
- (iii) DBS and MMDS satellite dishes or antennas one meter or less in diameter and television broadcast service antennas may only be installed within a Unit or Limited Common Element serving exclusively one Unit, in the least conspicuous location possible where an acceptable signal can be received and in accordance with Federal Communication Commission (FCC) rules and the rules and regulations of the Association, both as may be amended from time to time.

In the event of a transfer of the Unit which includes a satellite dish or antenna, the grantee shall assume all responsibility for the satellite dish or antenna and shall comply with this Declaration, the Bylaws and the rules and regulations regarding satellite dishes and antennas, including, but not limited to, those requirements relating to maintenance and removal of satellite dish or antenna. Notwithstanding the above, the Board may prohibit satellite dishes on Units if the Association makes available a master antenna, cable or satellite service, with all channels that are available through an individual satellite dish.

S. Abandoned Personal Property. Personal property, other than vehicles as provided for in subparagraph (H) above shall not be stored, kept, or allowed to remain for more than 24 hours upon any portion of the Common Elements, other than on an appropriate Limited Common Element serving exclusively one Unit, without prior written Board permission. If the Board determines that a violation exists, then, not less than two days after written notice is placed on the personal property and/or on the front door of the property owner's Unit, if known, in addition to all other available remedies, the Board may remove and either discard or store the personal property in a location which the Board or the agent of the Association may determine and shall have no obligation to return, replace or reimburse the owner of the property. The notice of removal shall include the name and telephone number of the person or entity, which will remove the property and the name and telephone number of a person to contact regarding the alleged violation.

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

Neither the Association nor any director, Officer or agent thereof, shall be liable to any person for any claim of damage resulting from the removal activity in accordance herewith. The Association shall not be liable to the Owner of any Unit or such Owner's Occupant, guest, or family, for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Common Elements.

T. American Flag. Notwithstanding Paragraph 11 hereof, Owners and Occupants can install or erect one properly maintained American Flag, not greater than two feet by three feet in size, on a mast not longer than four feet in length, on and within Limited Common Elements serving the Unit. The Board of Directors may establish further regulations on the placement of American Flags.

U. **Grills.** Owners and Occupants may not keep, store or use gas or charcoal grills, or combustible materials for such grills, at the Condominium. Electric grills are permitted at the Condominium.

V. **Electricity and Air Conditioning for Unoccupied Units.** Unit Owners shall be required to maintain electricity to any Unit which is for sale or which is otherwise unoccupied until such time as the Unit is sold or transferred or occupied. Additionally, a minimum temperature setting of at least 80 degrees Fahrenheit must be maintained for any Unit that is for sale or which is otherwise unoccupied.

13. LEASING

The Owners have a substantial and significant interest in maintaining the character of the Condominium as a homogenous residential community of owner-occupied homes. In this regard, leasing of Units is permitted **only** by: (1) a Grandfathered Owner; or (2) a non-Grandfathered Owner who has received a hardship leasing permit from the Board as provided below.

A. Leasing Definition.

- (i) **"Effective Date"** means the date that this Declaration is recorded in the Gwinnett, County Georgia land records.
- (ii) **"Grandfathered Mortgagee"** means a first Mortgagee on a Unit on the Effective Date.
- (iii) **"Grandfathered Owner"** means an Owner of a Grandfathered Unit. Grandfathering shall apply only to the Unit owned by such Grandfathered Owner on the Effective Date.
- (iv) **"Grandfathered Unit"** means each of the following Units: 5604, 5616, 5800, 5806, 5913, 6212, 6306, 6417 and 6507. Grandfathering hereunder shall continue only until the date the Grandfathered Owner conveys title to the Grandfathered Unit to any other person, other than the Owner's spouse, and only as long as the Owner does not become delinquent in the payment of any assessment or charge owed to the Association under the Declaration. Upon either such event, the Unit shall automatically lose grandfathering hereunder.
- (v) **"Leasing"** means the occupancy of a Unit by any person(s) other than: (1) the Owner or a parent, child or spouse of an Owner; or (2) a roommate who occupies the Unit with the Owner or parent, child or spouse of the Owner occupying the Unit as his or her primary residence.

If the Owner of a Unit is an inter vivos trust or living trust established for estate planning purposes, then any occupancy of the Unit by any person shall be deemed leasing hereunder unless at least one of the occupants of the Unit is either the trustee or donor of the trust, as his or her primary residence.

If the Owner of a Unit is a corporation, partnership, or other legal entity not being a natural person, other than an inter vivos trust or living trust, then occupancy of the Unit by any person shall be considered leasing under this Paragraph.

A lease-purchase agreement or arrangement constitutes a lease within the meaning of this Paragraph.

B. **Hardship Leasing Permit and Restriction.** No Owner of a Unit may lease his or her Unit unless the Owner has received a hardship leasing permit from the Board as provided herein. If the failure to lease will result in an undue hardship to the Owner, then the Owner may seek to lease on a hardship basis by applying to the Board of Directors for a hardship leasing permit. The Board shall have the authority to issue or deny requests for hardship leasing permits in its discretion after considering the following factors: (1) the nature, degree, and likely duration of the hardship; (2) the harm, if any, which will result to the Condominium if the permit is approved; (3) the number of hardship leasing permits which have been issued to other Owners; (4) the Owner's ability to cure the hardship; and (5) whether previous hardship leasing permits have been issued to the Owner.

The Board shall have broad discretion in determining what constitutes an undue hardship, but a "hardship" as described herein shall include, but not be limited to, situations where an Owner dies and the Unit is being administered by his or her estate.

Hardship leasing permits shall be valid for a term not to exceed one year. Owners may apply for additional hardship leasing permits at the expiration of a hardship leasing permit, if the circumstances warrant. Hardship leasing permits shall be automatically revoked if, during the term of the permit, the Owner is approved for and receives a leasing permit.

C. Leasing Provisions. When leasing is permitted under this Paragraph, it shall be governed by the following provisions:

- (i) **Notice.** At least seven days before entering into a lease and before any lessee occupies the 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. If a lease is disapproved, the Board shall notify the Owner of the action to be taken to bring the lease in compliance with the Declaration and any Association rules.
- (ii) **General.** Except for roommates of an Owner as provided above, Units may be leased only in their entirety, and no rooms or fractions of Units may be leased without prior written Board approval. All leases shall be in writing and in a form approved by the Board prior to the effective date of the lease. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of one year, except with written Board approval. Prior to any occupancy of the Unit by a lessee, the Owner shall provide the Board with: (1) a copy of the lease; (2) the name, Unit phone number, work location and work phone number of the lessee and all other people occupying the Unit; (3) the Owner's primary residence address, primary residence phone number, work location and work phone number; and (4) the number and type of all pets to be kept in the Unit and vehicles to be parked at the Condominium. The Owner must provide the lessee copies of the Declaration, Bylaws, and the rules and regulations. Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed tenant; the Board's approval or disapproval shall be limited to the form of the proposed lease.
- (iii) **Liability for Assessments; Compliance.** Each Owner covenants and agrees that any lease of a Unit shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant, and the tenant, by occupancy of the Unit, agrees to the applicability of this covenant and incorporation of the following language into the lease:
 - (a) **Compliance with Declaration, Bylaws, and Amended and Restated Rules and Regulations.** The Owner and tenant shall comply with all provisions of the Amended and Restated Declaration of Condominium for Woodmont Landing Condominium (whose definitions are incorporated herein), and the Bylaws and rules of Woodmont Landing Condominium Association, Inc. ("Association"), and shall control the conduct of all other occupants and guests of the leased Unit in order to ensure such compliance. The Owner shall cause all occupants of his or her Unit to comply with the Declaration, Bylaws and Association rules, and shall be responsible for all violations by such occupants, notwithstanding the fact that such Occupants are fully liable and may be sanctioned for any such violation.

If a Unit is leased or occupied in violation of this Paragraph or if the Owner, tenant, or a person living with the tenant, violates the Declaration, Bylaws, or a rule or regulation, the Association's Board of Directors shall be authorized, in addition to all other available remedies, to levy fines against the tenant and/or the Owner, to suspend all voting and/or Common Element use privileges of the Owner, Occupants and unauthorized tenant(s) and to suspend all common services to the Unit paid for by the Association as a Common Expense, subject to the provisions of the Declaration and the Bylaws.

If a Unit is leased or occupied in violation of this Paragraph, the Association may require the Owner to evict the tenant. If the Owner, lessee, or a person living with the tenant, violates the Declaration, Bylaws, or a rule or regulation, such violation is deemed to be a default under the terms of the lease and shall authorize the Owner or the Association, as more fully described herein, to terminate the lease without liability and to evict the tenant 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 tenant for breaches resulting from the violation of the Declaration, Bylaws, and Association rules, including the power and authority to evict the tenant as attorney-in-fact on behalf and for the benefit of the Owner, regardless of any objection by the Owner, in accordance with the terms hereof. Alternatively, the Association may require the Owner to evict the violating tenant. If the Association proceeds to evict the tenant, any costs, including reasonable attorneys' fees actually incurred and court costs associated with the eviction shall be an assessment and lien against the Unit.

- (b) **Liability for Assessments**. When an Owner who is leasing his or her Unit fails to pay any annual or special assessment or any other charge for a period of more than 30 days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the tenant 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 tenant. However, tenant 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 tenant shall reduce, by the same amount, tenant's obligation to make monthly rental payments to Owner. If tenant fails to comply with the Board's request to pay assessments or other charges, tenant shall pay to the Association all amounts authorized under the Declaration as if lessee were an Owner. If the tenant fails to make such payments to the Association when required, the Association may terminate the lease and evict the tenant as provided above. 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.
- (c) **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.

D. Applicability of this Paragraph. Notwithstanding the above, this Paragraph shall not apply to any leasing transaction entered into by the Association or by a Grandfathered Mortgage Holder who becomes an Owner of a Unit by foreclosure of its Mortgage.

14. SALE OF UNITS

An Owner intending to make a transfer or sale of a Unit or any interest in a Unit shall give written notice to the Board of Directors of such intention within seven days after execution of the transfer or sales documents. The Owner shall furnish to the Board as part of the notice (i) the name and address of the intended grantee; and (ii) such other information as the Board may reasonably require. The Board may require Unit purchasers or grantees to complete a prospective owner information form prior to such conveyance, providing names and contact information for Unit Occupants and certifying compliance with the Declaration, Bylaws and Association rules. This Paragraph shall not be construed to create a right of first refusal in the Association or in any third party.

At the closing of the conveyance or transfer of the Unit to any person other than to the spouse or heir of the Owner, the purchaser/grantee shall pay to the Association the non-refundable, non-prorated Capital Contribution Assessment provided for herein.

Within seven days after receiving title to a Unit, the purchaser of the Unit shall give written notice to the Board of his or her ownership of the Unit, along with a copy of the deed conveying such title to the Owner. If an Owner fails to give the required notice within the seven day time period provided herein, the Board may levy

fines against the Unit and the Owner thereof, and assess the Owner for all costs incurred by the Association in determining his or her identity.

15. INSURANCE

A. Association Hazard Insurance. The Association shall obtain and maintain at all times, as a Common Expense, insurance as required by Section 44-3-107 of the Act, as amended, and as required herein. The Board shall secure a blanket hazard insurance policy providing; at a minimum, fire and extended coverage, including coverage for vandalism and malicious mischief, in an amount equal to full replacement cost, before application of deductibles, of all improvements located on the Condominium property. The Board, in its discretion, may alternatively obtain "all risk" coverage, in like amounts.

To the extent reasonably available at reasonable cost, the Association's insurance policy shall cover any of the following types of property contained within a Unit, regardless of ownership: (a) fixtures, improvements and alterations that are a part of the building or structure; and (b) appliances, such as those used for refrigerating, ventilating, cooking, dishwashing, laundering, security or housekeeping. In the alternative, the Association's insurance policy may exclude improvements and betterments made by the Owner and may exclude the finished surfaces of perimeter and partition walls, floors, and ceilings within the Units (i.e., paint, wallpaper, paneling, other wall covering, tile, carpet and any floor covering; provided, however, floor covering does not mean any authorized unfinished hardwood or unfinished parquet flooring).

The Board may, but shall not be required to, obtain coverage for water damage from pipe leaks, pipe bursts, and similar items. If the Board elects to maintain such water coverage, it may do so under such terms and deductible amounts as the Board determines are appropriate, and the deductible on this optional coverage shall not be subject to the deductible limitation set forth in subparagraph (C) below.

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

All insurance purchased by the Association pursuant to this Paragraph shall run to the benefit of the Association, the Board, 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.

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

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

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

B. Association Liability and Directors' and Officers' Liability Insurance. The Board shall obtain a public liability policy in amounts no less than required under Section 44-3-107 of the Act, and, if reasonably available, directors' and officers' liability insurance.

C. Premiums and Deductibles on Association Policies. Premiums for all insurance obtained by the Association shall be a Common Expense of the Association. The policies 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 at least equals the full replacement cost.

D. Policy Terms. The Board shall use reasonable efforts to obtain policies that will provide the following:

- (i) The insurer waives its rights of subrogation of any claims against directors, officers, the managing agent, the individual Owners, Occupants, and their respective household members;
- (ii) Any "other insurance" clause contained in the master policy shall expressly include individual Owners' policies from its operation;
- (iii) Until the expiration of 30 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, or any of their agents, employees, or household members, nor be canceled for nonpayment of premiums;
- (iv) The master policy may not be canceled, substantially modified, or subjected to nonrenewal without at least 30 days prior notice in writing to the Board and all Mortgagees of Units;
- (v) An agreed value endorsement and an inflation guard endorsement; and
- (vi) A cross liability endorsement on the public liability insurance.

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

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, and the insurance carried by the Association shall be primary. Each Owner shall notify the Board of all structural improvements made by the Owner to his or her Unit. Any Owner who obtains an individual insurance policy covering any portion of the Condominium, other than improvements and betterments made by such Owner at his or her expense and personal property belonging to such Owner, shall file a copy of such individual policy or policies with the Board within 30 days after the purchase of such insurance. Such Owner shall also promptly notify the Board in writing in the event such policy is canceled.

In addition to the insurance required above, the Board shall obtain as a Common Expense:

- (i) worker's compensation insurance if and to the extent necessary to meet the requirements of law;
- (ii) fidelity bonds or dishonesty insurance, if reasonably available, covering officers, directors, employees, and other persons who handle or are responsible for handling Association funds. Such bonds, if reasonably available, shall be in an amount consonant with the best business judgment of the Board, but in no event less than three month's assessments plus a reasonable amount to cover all or a reasonable portion of reserve funds in the custody of the Association at any time during the term of the bond; provided, however, fidelity coverage herein required may be reduced based on the implementation of financial controls which take one or more of the following forms: (a) the Association or management company, if any, maintains a separate bank account for the working account and the reserve account, each with appropriate access controls and the bank in which funds are deposited sends copies of the monthly bank statements directly to the Association; (b) the management company, if any, maintains separate records and bank accounts for each association that uses its services and the management company does not have the authority to draw checks on, or to transfer funds from, the Association's reserve account; or (c) two members of the Board must sign any checks written on the reserve account;
- (iii) a termite bond or guarantee on all structures at the Condominium, providing for treatment of active termite infestation at the Condominium, and, if reasonably available, for repair of termite damage at the Condominium, which bond or guarantee shall not be eliminated by the Association unless approved by members holding a majority of the total Association vote, cast in person or by proxy at a duly called meeting;

- (iv) flood insurance as may be required by any applicable laws or to meet the requirements of institutions servicing mortgages on behalf of Freddie Mac or Fannie Mae; and
- (v) other insurance as the Board may determine to be necessary.

Insurance carried by the Association as a Common Expense shall not be required to include any part of a Unit which is not depicted on the original plats and plans or included in the original mortgage, nor shall the Association include public liability insurance for individual Owners for liability arising within the Unit. 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.

Every Owner shall be obligated to obtain and maintain at all times insurance covering those portions of his or her Unit to the extent not insured by policies maintained by the Association, as well as the Owner's personal property in the Unit. During January of each year, and 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 Owner fails to obtain insurance as required hereunder, the Association may purchase such insurance on behalf of the Owner and assess the cost thereof to the Owner.

E. Insurance Deductibles. In the event of an insured loss, any required deductible shall be considered a maintenance expense to be paid by the person(s) who would be responsible for such loss in the absence of insurance. If the loss affects more than one Unit or a Unit and the Common Elements, the cost of the deductible may be apportioned equitably by the Board among the parties suffering loss in proportion to each affected party's portion of the total cost of repair, or otherwise as the Board determines equitable. Notwithstanding this, 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 any deductible pertaining to his or her Unit. If any Owner fails to pay the deductible when required hereunder, then the Association may (but is not required to) pay the deductible and assess the cost to the Owner pursuant to Paragraph 8 hereof; provided, however, where the deductible is for insurance required under the Act, no Owner shall be assigned more than \$2,500.00, or such higher amount as authorized by the Act, as the cost of the deductible for any one occurrence.

F. 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 this Declaration, 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.

16. 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 80% of the Owners, including the Owner(s) of any damaged Unit(s), vote not to proceed with the reconstruction and repair of the structure, the Board of Directors 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 these documents shall be construed to afford a priority to any Owner with respect to the distribution of proceeds to any such Unit.

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

B. Source and Allocation of Proceeds. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair due to failure of the Association to maintain coverage as provided in Paragraph 15 of this Declaration, the additional cost shall be a Common Expense. If, for any reason, the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair, as determined by the

Board, the additional costs shall be assessed against the Owners of the Unit(s) damaged in proportion to the damage to the Units or against all Owners, in the case of insufficient funds to cover damage to the Common Elements. This assessment shall not be considered a special assessment under Paragraph 9(E). If there are surplus funds after repair and reconstruction is completed, such funds shall be common funds of the Association to be used as directed by the Board.

C. Floor Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the Floor Plans and specifications under which the Condominium was originally constructed, except where changes are necessary to comply with current applicable building codes or where improvements not in accordance with the original Floor Plans and specifications are approved by the Board of Directors. To the extent insurance proceeds are available, the Association may reconstruct or repair Owner improvements damaged as a result of fire or other casualty.

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

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

17. EMINENT DOMAIN

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

18. EASEMENTS

Each Owner and Occupant shall have a right and easement of use and enjoyment in and to the Common Elements (including the right of access, ingress and egress to and from his or her Unit over those portions of the Condominium designated for such purpose), and such easement shall be appurtenant to and shall pass with the title to such Unit, subject to the rights of the Owners to the exclusive use of the Limited Common Elements assigned to their respective Units and to the right of the Association to control the use and enjoyment of the 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. Every portion of a Unit and all Limited Common Elements contributing to the support of an abutting Unit shall be burdened with an easement of support for the benefit of such abutting Unit. All portions of the Condominium also shall be subject to easements of encroachment as provided in the Act.

19. MORTGAGEE'S RIGHTS

A. Actions Requiring Approval. Unless at least two-thirds of the first Mortgagees and two-thirds of the Owners give their consent, the Association or the membership shall not:

- (i) by act or omission seek to abandon or terminate the Condominium;
- (ii) change the pro rata interest or obligations of any individual Unit for the purpose of: (1) levying assessments or charges or allocating distributions of hazard insurance proceeds or

condemnation awards; or (2) determining the pro rata share of ownership of each Unit in the Common Elements;

- (iii) partition or subdivide any Unit in any manner inconsistent with the provisions of this Declaration;
- (iv) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Elements (the granting of easements or licenses, as authorized herein, shall not be deemed a transfer within the meaning of this clause); or
- (v) use hazard insurance proceeds for losses to any portion of the Condominium (whether to Units or to Common Elements) for other than the repair, replacement, or reconstruction of such portion of the Condominium.

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

B. Liability for Assessments. Where the Mortgagee holding a first priority Mortgage of record, a secondary priority 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 priority Mortgage, it shall not be liable, nor shall the Unit be subject to a lien, for the share of the Common Expenses or assessments by the Association chargeable to such Unit which became due prior to such acquisition of title. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from Owners of all the Units, including such acquirer, its successors and assigns. Additionally, such acquirer shall be responsible for all charges accruing subsequent to the passage of title, including, but not limited to, all charges for the month in which title is passed.

C. Notice of Actions. Upon written request to the Association, identifying the name and address of the holder and the Unit number or address, any Eligible Mortgage Holder will be entitled to timely written notice of:

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

D. Financial Statements. 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.

E. Sale of Units. Notwithstanding anything to the contrary herein contained, the provisions of Paragraphs 13 and 14 hereof governing the sale of Units shall not apply to impair the right of any first Mortgagee to:

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

F. **No Priority.** No provision of this Declaration or the Bylaws 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.

G. **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.

H. **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 30 days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

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

20. AUTHORITY AND ENFORCEMENT

The Condominium shall be used only for those uses and purposes set out in this Declaration. Every Owner and Occupant shall comply with this Declaration, the Bylaws and Association rules and regulations, and any lack of compliance shall entitle the Association and, in an appropriate case, one or more aggrieved Unit Owners, to take action to enforce the terms of the Declaration, Bylaws or rules and regulations; provided, however, individual aggrieved Owners are not granted authority hereunder to take enforcement actions as if acting as the Association's Board of Directors. In addition to any rights the Association may have against an Owner's family, guests, tenants or Occupants as a result of such person's violation of the Declaration, Bylaws or Association rules, the Association may take action under this Declaration against the Owner as if the Owner committed the violation in conjunction with the Owner's family, guests, tenants or Occupants.

The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the Owner's Unit, and to suspend an Owner's right to vote and/or to use the Common Elements for violation of any duty imposed under the Declaration, Bylaws or Association rules. However, nothing herein shall authorize the Association or the Board to deny ingress and egress to or from a Unit. If any Occupant of a Unit violates the Declaration, Bylaws or Association rules, a fine may be imposed against the Owner and/or Occupant, as set forth below. The failure of the Board to enforce any provision of the Declaration, Bylaws or Association rules shall not be deemed a waiver of the right of the Board to do so thereafter.

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

A. **Fining and Suspension Procedure.** The Board shall not impose a fine, suspend the right to vote or suspend the right to use the Common Elements, unless and until the Association has sent or delivered written notice to the violator as provided in subparagraph (i) below. However this shall not be required for the following: (1) late charges on delinquent assessments; (2) suspension of voting rights if an Owner is shown on the Association's records to be more than 30 days delinquent in any payment due the Association, in which case suspension of the right to vote shall be automatic; (3) suspension of the right to use the Common Elements if an Owner is shown on the Association's records to be more than 30 days delinquent in any payment due the Association; (4) suspension of the right to use Common Element amenities if an Owner or any guest or Occupant of an Owner vandalizes or damages the Common Elements; (5) suspension of Association-provided services if the Owner or an Occupant or guest of the Owner violates Association regulations regarding use of such services; and (6) suspension of common utility services, which shall require compliance with the provisions of Paragraph 9(C)(iii) above.

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

the Board to contest the violation or the fine(s) and/or suspension(s) or to request reconsideration of the fine(s) and/or suspension(s). Fines and/or suspensions may be effective or commence upon the sending of such notice or such later date specified in such notice, notwithstanding the violator's right to request a hearing before the Board to challenge the fine(s) and/or suspension(s). In the event of a continuing violation, each day the violation continues or occurs again constitutes a separate offense, and fines may be imposed on a per diem basis without further notice to the violator.

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

B. Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Board may elect to enforce any provision of the Declaration, the Bylaws, or the rules and regulations by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking regulations) and/or by suit at law or in equity to enjoin any violation or to recover monetary damages or both, without the necessity for compliance with the procedure set forth in subparagraph (A) above.

The Association or its duly authorized agent shall have the power to enter upon any portion of the Condominium to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates the Declaration, the Bylaws or the Association rules and regulations. If the Association exercises its rights under this subparagraph, all costs of self-help, including, reasonable attorneys' fees actually incurred, shall be assessed against the violating Owner and/or Occupant and shall constitute a lien against the Unit. Additionally, the Association shall have the authority to record in the Gwinnett County, Georgia land records a notice of violation identifying any uncured violation of the Declaration, Bylaws or rules and regulations regarding the Unit.

C. Failure to Enforce. Notwithstanding the above, no right of action shall exist against the Association for failure of enforcement where: (1) the Board determines that the Association's position is not strong enough to justify taking enforcement action; (2) a particular violation is not of such a material nature as to be objectionable to a reasonable person or justify the expense and resources to pursue; or (3) the Owner or party asserting a failure of enforcement possesses an independent right to bring an enforcement action therefore at law or in equity and has failed to do so.

D. Sanctions for Severe Violations. It is recognized that certain severe violations expose the Association and the residents at the Condominium to unacceptable risks of liability, expense and harm. These violations include, but are not limited to: (i) vandalism or other acts that damage the Condominium; (ii) repeat or recurring violations of the Declaration or Association rules after the Association has issued notices informing the Owner or Occupant of such violation(s); and (iii) leasing without the required hardship approval of the Association or without providing the required notification to the Association, which can result in the Association issuing false and possibly fraudulent statements to mortgage companies, insurance companies and others regarding the status of leased Units at the Condominium. In this regard, in addition to the right to levy standard fines for violations and continuing fines under subparagraph (A) above for continuing violations, and in addition to all other remedies available to the Association, the Association may levy substantial additional fines, up to \$1,000 per occurrence, for violations determined by the Board to constitute severe violations of the Declaration or Association rules. The notice and hearing procedure identified in subparagraph (A) above also shall apply to fines for severe violations.

21. AMENDMENTS

A. Membership Approval. Except where a higher vote is required for action under any other provision of this Declaration or the Act, 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 of the total eligible Association vote and approval of a majority of the Association directors.

Notice of any meeting at which a proposed amendment will be considered shall state the subject matter of the proposed amendment. No amendment shall be effective until certified by the Association President and Secretary and recorded in the Gwinnett County, Georgia land records.

B. Default Approval Procedure After Owner Non-response. It is recognized that, when Owners fail to participate in an amendment vote because of apathy or other reasons which are not based on any disagreement with a proposed amendment, important amendments to the Declaration or Bylaws may have no chance of approval, with the supermajority voting requirements established under the Act. It also is recognized that supermajority voting requirements are important for Owner actions which are as significant as amending this Declaration or the Bylaws. To balance these competing concerns, this subparagraph establishes a mechanism which provides every eligible Owner an opportunity to issue a vote of approval, disapproval or abstention on proposed amendments to the Declaration or Bylaws, but also a realistic mechanism for approving important amendments, without the damaging consequences of Owner non-response.

The Board shall issue notice of all proposed amendments to each Owner. With each such notice, the Board shall include a copy of the proposed amendment, along with a consent form or ballot, which complies with the requirements of the Bylaws. Each such consent form or ballot shall give Owners an opportunity to vote for, vote against or abstain from voting on the proposed amendment.

If the amendment is not approved or defeated by sufficient vote within 60 days of the amendment notice described above, then the Board may seek to obtain default approval from Owners under this subparagraph. In such case, the Board shall send default approval notice, by certified mail, to all Owners who have not returned consents or ballots on a proposed amendment within that 60-day period. This default approval notice also shall include a consent form or ballot, as provided above, along with a statement that the Owner's failure to return an executed consent form or ballot, marked with a vote for, a vote against, or an abstention from voting on the amendment, within 30 days of the date of such default approval notice, will be deemed consent to such amendment. If the Board does not receive such consent or ballot within that 30-day period, the Owner shall be deemed to have consented to and approved the amendment.

C. Eligible Mortgage Holder Approval. In addition to the above, and subject to Paragraph 19(H) hereof, material amendments to this Declaration must be approved by Eligible Mortgage Holders who represent at least 51% of the votes of Units that are subject to Mortgages held by Eligible Mortgage Holders.

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

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

22. GENERAL PROVISIONS

A. Security. The Association may, but shall not be required to, provide measures or take actions which directly or indirectly improve security at the Condominium. However, each Owner, for himself or herself and his or her tenants, guests, licensees and invitees, acknowledges and agrees that the Association is not a provider of security and that the Association shall not have a duty to provide security 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, nor that criminal acts at the Condominium will not be committed by other Unit Owners or Occupants. It shall be the responsibility of each Owner to protect his or her person and property, and all responsibility to provide such security shall lie solely with each Unit Owner. The Association shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of measures undertaken.

B. Use of Parking Spaces. The Association shall not be held liable for any loss or damage arising from theft, vandalism, malicious mischief, or any loss or damage to any property placed or kept in any parking space, parking area or service area at the Condominium. Each Owner or Occupant who places or keeps a vehicle in a parking space, parking area or service area at the Condominium does so at his or her own risk.

C. Dispute Resolution. Prior to filing a lawsuit against the Association, the Board of Directors, or any Officer, director, or property manager of the Association, an Owner or Occupant must request and attend a hearing with the Board. Any such request shall be in writing and shall be personally delivered to any Board member 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 grievance before filing suit. Upon receiving a request for a hearing, unless the Board waives such 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 or more than 21 days from the date of receipt of the request, except with approval of the person requesting the hearing.

D. No Discrimination. No action shall be taken by the Association or the Board of Directors that would unlawfully discriminate against any person on the basis of race, creed, color, national origin, religion, gender, sexual orientation, familial status or disability.

E. Implied Rights. The Association may exercise any right or privilege given to it expressly by this Declaration, the Bylaws, the Articles of Incorporation, any use restriction or rule, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.

F. Electronic Records, Notices and Signatures. Notwithstanding any other portion of this Declaration, when authorized by the Board, records, signatures and notices shall not be denied validity or effectiveness hereunder solely on the grounds that they are transmitted, stored, made or presented electronically. The relevant provisions of the Bylaws shall govern the giving of all notices required by this Declaration.

G. Duration. The covenants and restrictions of this Declaration shall run with and bind the Property perpetually to the extent provided in the Act.

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

I. Preparer. This Declaration was prepared by Jay S. Lazega, Lazega & Johanson, LLC, 3520 Piedmont Road, N.E., Suite 415, Atlanta, Georgia 30305..

IN WITNESS WHEREOF, the undersigned Officers of Woodmont Landing Condominium Association, Inc., hereby certify that this Amended and Restated Declaration and the following restated Bylaws were duly adopted by the required majority of the Association and its membership, with any required notices duly given.

This 1st day of NOVEMBER, 2007

WOODMONT LANDING CONDOMINIUM ASSOCIATION, INC.

Sworn to and subscribed before me this 1 day of NOVEMBER 2007.

By: [Signature] (Seal)
President

Attest: [Signature] (Seal)
Secretary

[Corporate Seal]

Witness [Signature]

[Signature]
Notary Public
[Notary Seal]

Notary Public Cobb County Georgia
My Commission Expires June 21, 2010