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DECLARATION OF CONDOMINIUM

FOR

ST. AUGUSTINE PLACE CONDOMINIUM

STATE OF GEORGIA

COUNTY OF FULTON

COBB SUPERIOR COURT CLERK

*John E. Didicher*

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ST. AUGUSTINE PLACE CONDOMINIUM  
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This Declaration is made on the date hereinafter set forth by Franklin Woods Associates, a Georgia general partnership having Franklin Venture, Inc., a Georgia corporation and Sapioca Corporation, N.V., a corporation organized and existing under the laws of the Netherland Antilles as its sole general partners and having its principal office at Suite 300, 5775-A Peachtree Dunwoody Road, N.E., Atlanta, Georgia 30342 (hereinafter, including its successors and assigns standing in the same relation to the Condominium as Franklin Woods Associates, referred to as "Declarant") for the purposes of submitting the Property, as defined below to the Georgia Condominium Act, 1975, as amended, Ga. Code Ann. §85-1601e et seq. (hereinafter referred to as the "Act").

1. NAME. The name of the Condominium shall be ST. AUGUSTINE PLACE CONDOMINIUM.
2. COUNTY. The Condominium is located in Cobb County, Georgia, and is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.
3. DEFINITIONS. Unless the context otherwise requires, the terms defined in the Act shall, for the purposes of this Declaration be deemed to have the meaning specified therein and in addition the following terms shall have the meanings respectively set forth next to the particular term:
  - (a) "Association" means the St. Augustine Place Condominium Association, Inc., its successors and assigns, acting on behalf of the owners in accordance with the Condominium Instruments for the purpose of exercising the powers of the Association and for administering the Condominium;
  - (b) "Articles" mean the Articles of Incorporation of the Association.
  - (c) "By-Laws" mean the By-Laws of the Association.
  - (d) "Plans" mean the Condominium Floor Plans for the St. Augustine Place Condominium prepared by John E. Didicher, Registered Engineer dated September 20, 1982, as recorded in the Condominium Cabinet ~~XXXXXXXXXXXX~~ of Cobb County, Georgia Records.

- (e) "Plat" means the Condominium survey of the St. Augustine Place Condominium prepared by John E. Didicher, Georgia Registered Land Surveyor, dated September 20, 1982, as recorded in Condominium Plat Book 4 Pages 47+48, Cobb County, Georgia Records.
- (f) "Condominium Instruments" mean the Declaration, By-Laws, Articles, Plat and Plans for the St. Augustine Place Condominium, pursuant to which the Property is submitted to the Act.
- (g) "Building" or "Buildings" mean any or all the buildings as the context requires constructed on the Property as shown in the plats and plans forming part of the Condominium instruments;
- (h) "Property" means all interests, rights and title to the property which is hereby submitted to the Act pursuant to this Declaration as more fully described on Exhibit "A" attached hereto and incorporated herein by this reference, including, without limitation, all improvements, buildings, structures, fixtures, equipment, machinery and apparatus located on the above referenced property and all hereditaments and appurtenances thereto.
- (i) "Additional Property" means all interests, rights and title to the property more fully described on Exhibit "B" attached hereto and incorporated herein by this reference, including, without limitation, all improvements, buildings, structures, fixtures, equipment, machinery and apparatus located on the above-referenced Additional Property and all hereditaments and appurtenances thereto.
- (j) "Phase I" means the Property.

Any words in this Declaration importing the masculine gender shall include the feminine and words importing persons shall include bodies corporate and the singular shall include the plural and vice versa.

4. DESCRIPTION OF THE UNITS. The Condominium consists of 58 residential units located on the Property each with an identifying number as set forth on Exhibit "C" attached hereto and made a part hereof and located as shown on the plans and each intended for independent ownership and use within the Buildings. If Declarant expands the Condominium pursuant to Paragraph 16 herein to include all or part of the Additional Property, then the Condominium shall contain no more than 484 units and each portion of the Additional Property that is added to the

Condominium shall contain an average of 16 units per acre. The exact number of additional units and the identifying numbers shall be specified in the amendments executed and recorded by Declarant submitting portions of the Additional Property from time to time. After the recordation of the above-described amendment all units located on the portion of the Additional Property submitted thereby shall become units in the Condominium as that term is used herein and the term Property as used herein shall thereafter include the portion of the Additional Property submitted by said Amendment. The boundaries of each of the units and any additional units are as follows:

(a) Horizontal (upper and lower)

The horizontal boundaries of any unit are the interior floors and the interior ceilings of such unit including, without limitation, all areas, structures, fixtures, equipment, apparatus, and other items expressly deemed part of the unit by Section 12(a) (2), (3) and (4) of the Act, except that notwithstanding Section 12(a)(3) of the Act, to the extent that any chutes, flues, ducts, conduits, wires, bearing walls, bearing columns or other apparatus lie outside of the boundaries of a unit they are not deemed part of that unit.

(b) Vertical (lateral)

The vertical boundaries of any unit are the interior walls of such unit which separate that unit from the other units and/or Common Elements including without limitation all areas, structures, fixtures, equipment, apparatus and other items expressly deemed part of the unit by Section 12(a)(2), (3) and (4) of the Act, except that notwithstanding Section 12(a)(3) of the Act, to the extent that any chutes, flues, ducts, conduits, wires, bearing walls, bearing columns or other apparatus lie outside of the boundaries of a unit, they are not deemed part of that unit.

5. COMMON ELEMENTS. The Common Elements shall mean and include the land described on Exhibit "A", and on Exhibit "B" after the Condominium is expanded by the recordation of amendments to add any such Additional Property, the air space above the Buildings, portions of Buildings which are not made part of a unit by this Declaration any and all other portions of such land not included as part of a unit by this Declaration, amendments

thereto, or the Act and all other portions of such land which the Act makes part of the Common Elements.

6. LIMITED COMMON ELEMENTS.

- (a) Supplementing the provisions of Section 12(a) of the Act, ownership of each unit shall entitle the owner thereof to the exclusive use of those portions of the Common Elements consisting of (i) heating and/or air conditioning compressors, units, components or other apparatus serving such unit which may be located beyond the boundaries thereof and (ii) any entranceways, stairways and appurtenant fixtures and facilities providing direct access to the unit. In the event that any of the items described herein or in Section 12(a) of the Act, serve more than one but less than all units in a particular building, such items shall be Limited Common Elements appurtenant to the units served thereby. If Declarant records an amendment expanding the Condominium to include any portion of the Additional Property, then each unit thereof added to the Condominium shall be entitled to the exclusive use of portions of the Common Elements described herein that are attributable to that additional unit. Declarant hereby reserves the right to create Limited Common Elements within any portion of the Additional Property and to designate Common Elements therein which may subsequently be assigned as Limited Common Elements. There is no limitation placed on Declarant concerning the types, sizes and maximum number of such additional Limited Common Elements within the Additional Property.
- (b) The Limited Common Elements may be reassigned pursuant to the provision of Section 19(a) and (b) of the Act.
- (c) In the event that the Association's board of directors should authorize the assignment of Common Element parking spaces or any other Common Elements as Limited Common Elements, an amendment to this Declaration making any such assignment shall be prepared, executed and recorded pursuant to the provisions of Section 19(c) of the Act.
- (d) Notwithstanding the provisions of Section 17(a) of the Act, the maintenance responsibilities set forth in Section 5 of Article VII of the By-Laws shall govern the allocation of liabilities for expenses attributable to Limited Common Elements.

7. EASEMENTS. The following easements from each unit owner to each other unit owner and to the Association are hereby reserved and established:

- (a) Use and Enjoyment. Every unit owner, his family, servants and guests, shall have a right and easement of use and enjoyment in and to the Common Elements and such easement shall be appurtenant to and shall pass with the title to every unit, subject to the following provisions: The right of the Association to limit use and enjoyment thereof to the unit owners and their respective families, servants and guests, as well as to provide for the exclusive use and enjoyment of specified portions thereof at certain designated times by less than all unit owners, their families, servants and guests; the right of the Association to limit the number of guests of unit owners; the right of the Association to lease, license or assign to unit owners the use of parking areas, and including specifically the right of the Association to levy a charge or rent for the use thereof; and the right of the Association to suspend the voting rights of a unit owner pursuant to the By-Laws.
- (b) Maintenance and Repair. There shall be an easement in favor of all unit owners and the Association upon, across, above and under the Property and all portions of the Additional Property subsequently submitted to the Condominium, to the extent reasonably necessary and to the extent the rights of other unit owners are not unreasonably interfered with, to enable unit owners to repair portions of their units. The Association, its directors, officers, agents, employees, managers, contractors or servicemen acting for the Association shall have an easement for entry or access as necessary upon, across, above and under the Property and all portions of the Additional Property subsequently submitted to the Condominium for the installation, maintenance, repair and replacement of structures, improvements, systems or other portions or parts of the Property and portions of the Additional Property subsequently submitted to the Condominium in order that the Association is able to fulfill all its obligations pursuant to the Condominium Instruments and in order to make emergency and necessary repairs to units that owner has failed to perform. Use of the easement granted in this paragraph shall be only during normal business hours, except that access may be had at any time in the case of an emergency. To the extent damage is inflicted on

the Common Elements, Limited Common Elements or any unit through which access is taken, the Association or unit owner causing the damage, whether by itself or through agents, employees or others, shall be liable for the prompt repair thereof. There shall be a general easement in favor of the Association permitting the maintenance and continuation of any portions of the Common Elements that encroach into any unit.

(c) Structural Support. Every portion of a unit which contributes to the structural support of another unit or the Common Elements shall be burdened with an easement of structural support in favor of said other unit or Common Element.

(d) Utilities, etc. There shall be a general easement in favor of the Association upon, across, above and under all of the Property and portions of the Additional Property subsequently submitted to the Condominium and expressly including the units for ingress, egress, installation, replacing, repairing and maintaining all utilities including, but not limited to gas, water, sewers, telephone and electricity or other community service if and when installed, such as, but not limited to, a master television antenna system should the Association determine to have such a system installed to serve the community and additionally expressly including all installations, equipment and facilities for the air conditioning and heating systems including the boiler, motors, machinery, pipes, vents and other related parts thereto. By virtue of this easement, it shall be expressly permissible to erect and maintain the necessary poles and other necessary equipment on the Property and portions of the Additional Property subsequently submitted to the Condominium and to affix and maintain wires, conduits, cables and the like on, above, across, under and through the roofs and exterior walls of the units. The Association, shall have the right and authority to grant permits, licenses and easements, by execution of recordable documents, over the Common Elements for utilities, roads and other purposes reasonably necessary or useful for the Condominium as attorney-in-fact for all owners.

8. LEASES. Any lessee or tenant of a unit shall in all respects be subject to the terms and conditions of this Declaration, the By-Laws, the Articles of Incorporation, and the rules and regulations adopted pursuant thereto. The lease of any unit (other than leases of units owned

by Declarant during the time period of Declarant control and leases or tenancies created prior to the recordation of this Declaration) shall be pursuant to written leases for a term of thirty (30) days or more and conform to rules and regulations governing leases, if any, adopted by the Board of Directors and shall expressly provide that failure of a tenant to abide by the provisions of the Condominium Instruments and including but not limited to the Association's rules and regulations shall be grounds for eviction, provided, however, no rules, regulations or other acts of the Association shall unreasonably interfere with the rental of any unit and shall not discriminate against tenants concerning the use of the leased unit, Common Elements and Limited Common Elements appurtenant thereto, except as expressly permitted herein. In the event grounds for eviction are found to exist, the owner shall be required to evict said tenant and failure so to do shall give the Association the power and right to evict said tenant on behalf of the owner, it being agreed by all owners that the Association is irrevocably appointed as agent for the owner for this purpose. All costs incurred by the Association for such proceeding shall be for the benefit of and on behalf of the owner of the unit and collectible in the same fashion as other assessments levied against the owners.

9. ALLOCATION OF UNDIVIDED INTERESTS IN THE COMMON ELEMENTS.

An undivided interest in the Common Elements equal to the percentage set forth on Exhibit "C" next to each unit designation is hereby allocated to each such designated unit and vested in the owner of such unit. If the Declarant expands the Condominium to include any portion of the Additional Property, then the undivided interest in the Common Elements allocated to each unit shall be reallocated so that each unit in the Condominium, after the addition of the portion of the Additional Property, shall have an undivided interest in the Common Elements equal to the ratio that the square footage of each such unit, including additional units, bears to the total square footage of all units in the Condominium including additional units.

10. ALLOCATION OF VOTES IN THE ASSOCIATION. The owner of each unit in the Condominium shall be entitled to one (1) vote in the Association. The persons entitled to exercise such votes at meetings of the Association, the method by which such votes may be exercised and the rights and obligations generally of members of the Association with regard to voting shall be in accordance with Section 16 of the Act and with the By-Laws.

If the Declarant expands the Condominium to include any portion of the Additional Property then the vote allocated to each unit shall be reallocated so that each owner of a unit in the Condominium after the addition of the portion of the Additional Property shall be entitled to one (1) vote in the Association.

11. ALLOCATION OF LIABILITIES.

- (a) The owner of each unit in the Condominium shall be liable for and assessed a share for the common expenses of the Association equal to the percentage set forth on Exhibit "C" next to each unit designation and in accordance with the By-Laws. If the Declarant expands the Condominium to include any portion of the Additional Property then the liability for common expenses allocated to each unit hereof shall be reallocated so that each unit in the Condominium, after the addition of the portion of the Additional Property shall be a liability for common expenses equal to the ratio that the square footage of each such unit, including additional units, bears to the total square footage of all units in the Condominium, including additional units. Notwithstanding the foregoing, pursuant to Section 17(b) of the Act, but only in the case of unusual and non-recurring Common Expenses, excluding expenses incurred for normal maintenance of the Condominium contemplated by Section 5 of Article VII of the By-Laws and only to the extent reasonable and practical for the Board of Directors of the Association to determine in its discretion (i) any common expenses benefiting less than all of the units shall be specially assessed equitably among all of the units so benefited; (ii) any common expenses occasioned by the conduct of less than all of those entitled to occupy all of the units or by the licensees or invitees of any such unit or units shall be specially assessed against the unit or units, the conduct of any occupant, licensee or invitee of which occasioned any such common expenses; and (iii) any common expenses significantly disproportionately benefiting all of the units shall be assessed equitably among all of the Condominium units.
- (b) Pursuant to the provisions of Section 41(b) of the Act, all assessments from the time the same become due and payable, shall constitute a lien in favor of the Association on the unit for which the



assessments pertain. Each holder of a first mortgage on a unit coming into possession of the unit by virtue of foreclosure of the mortgage or by deed in lieu of foreclosure or any purchaser at a foreclosure sale except the previous owner of such unit, a relative or anyone acting on his behalf, shall take the unit free of any claims for unpaid assessments and charges against the unit that accrue prior to the time such holder or purchaser comes into ownership except for claims of a pro rata share of such assessments or charges resulting from a pro rata reallocation of and assessments or charges to all units. The lien for late assessments in the discretion of the Board of Directors of the Association may include (i) a late or delinquency charge (not in excess of the greater of \$10 or 10 percent of the amount of each assessment or installment thereof not paid when due), (ii) interest on each assessment or installment thereof, and any delinquency or late charge appertaining thereto, from the date the same was first due and payable, at a rate not in excess of eight percent per annum, (iii) the costs of collection, including court costs, the expenses of sale, any expenses required for the protection and preservation of the unit, and reasonable attorneys' fees actually incurred, and (iv) the fair rental value of the Condominium unit from the time of the institution of suit until the sale of the Condominium at foreclosure (or until the judgment rendered in such suit is otherwise satisfied).

- (c) Notwithstanding the provisions of Section 40 of the Act, the common profits shall not be returned to unit owners but shall be applied to the payment of common expenses, and any surplus remaining shall be added to a reserve for maintenance repair and replacement of the common elements or other reserves of the Association as may from time to time be determined by the Association in the exercise of its sole discretion.

12. UPKEEP OF THE CONDOMINIUM. Notwithstanding the provisions of Section 37 of the Act, all responsibilities of the Association and all unit owners concerning maintenance, repair, renovation, restoration and replacement of units, Limited Common Elements and Common Elements shall be governed by Section 5 of Article VII of the By-Laws.

13. ASSOCIATION. The Declarant has caused the St. Augustine Place Condominium Association, Inc., to be duly incorporated as a non-profit membership corporation and true and correct copies of the Articles of Incorporation and the By-Laws are maintained at the principal and the registered offices of said corporation. Pursuant to the provisions of Section 13 of the Act, the Association shall be empowered, in order to enforce compliance with the lawful provisions of the Condominium Instruments, including any rules or regulations contained in or promulgated in accordance with the By-Laws to impose and assess fines and to suspend temporarily the right of use of certain of the Common Elements. The Association shall have, and the Board of Directors may make reasonable rules to enforce a reasonable right of entry to units for emergency, security and safety. Such right may be exercised by the Association's directors, officers, agents, and employees, managers, and all policemen, firemen, ambulance personnel and all similar emergency personnel in the proper performance of their respective duties. Except as provided in the By-Laws, all directors and officers of the Association shall be owners of units in the Condominium. Other limitations and restrictions on the powers of the Association and on the Board of Directors of the Association are set out in the By-Laws. The Association, at its discretion, shall be specifically empowered to license or assign the use of the parking spaces to unit owners. The Association shall assign one parking space for the use of each unit if the Federal National Mortgage Association so requests in writing, but only if Federal National Mortgage Association holds a mortgage on a unit in the Condominium at the time of request. The Association shall be obligated to maintain the assignment of parking spaces only as long as Federal National Mortgage Association holds such mortgage and requires the continuation of the assignment.
14. USE OF THE CONDOMINIUM. The Condominium is formed for residential purposes and units and additional units located on the Additional Property, if such property is added to the Condominium, shall be occupied and used by the owners thereof only as private residences for the owners and the families, tenants, invitees, and guests of such owners and for no other purposes whatsoever except as may be otherwise permitted by the terms of this Declaration or the By-Laws. Without derogating from the generality of the foregoing, no business shall be maintained or conducted in or from any unit. The owners of units shall be entitled to all of the rights and shall be subject to all the obligations provided for in the Act as limited by the Condominium Instruments and all owners shall comply strictly with the

provisions of the Condominium Instruments including any restrictions, rules or regulations contained in or promulgated in accordance with the By-Laws of the Association. The provisions of this Paragraph 14 hereof shall not affect the right of the Declarant and his duly authorized agents, representatives and employees to enjoy the easement provided for in Section 22 of the Act for the maintenance of sales and leasing offices and/or model units on the submitted property.

15. AMENDMENT OF CONDOMINIUM INSTRUMENTS. Except for amendments to add portions of the Additional Property to the Condominium and as otherwise provided herein, the Condominium Instruments shall be amended only in accordance with the provisions of the Act, and by the votes of the owners of units to which ninety percent (90%) of the votes in the Association appertain duly cast at a meeting at which at least ninety percent (90%) of all owners of units are present together with the prior written consent of all mortgagees. Twenty-one (21) days prior written notice of a meeting that will consider or vote upon such an amendment shall be sent to all unit owners and all holders of mortgages. No votes shall be cast concerning amendment of any Condominium Instruments by virtue of a proxy notwithstanding any other provision to the contrary contained herein or in the Bylaws. Notwithstanding the foregoing, until the time period during which the Declarant may appoint directors expires pursuant to paragraph 17 below, the Association may amend the Condominium Instruments in order to correct any scrivener's errors, conflicts between the Condominium Instruments and the Act, or defects in the Condominium Instruments affecting compliance with the Act, the requirement of Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration or the Federal Housing Administration, provided no unit owner is materially adversely affected by said amendment. No amendment shall be effective unless it is made in conformity with the provisions of the Act and this paragraph, and until a certified copy thereof is filed with the Clerk of the Superior Court of the county where the Condominium is located.

16. CONDOMINIUM EXPANSION.

- (a) Declarant hereby expressly reserves the option to expand the Condominium from time to time and at any time to include any one or more portions of the Additional Property. In order for Declarant to exercise its option reserved hereby, Declarant shall execute and record one or more amendments to this Declaration thereby submitting any portion of the Additional Property to the Act as a part of the Condominium within seven (7) years after the

recording of this Declaration. If two-thirds of the votes in the Association, exclusive of votes appurtenant to units owned by the Declarant's first consent, the Declarant shall be entitled to extend the option period in which portions of the Additional Property can be submitted to the Condominium for any length determined by the Declarant and approved by said two-thirds vote provided Declarant exercises the option to extend said period and obtains the consent of the required votes during the year immediately prior to the expiration of the original seven (7) year period. During the seven (7) year option period and any extension thereof, Declarant may expand the Condominium to include any portion of the Additional Property in any order and any size or location by recording amendments to this Declaration signed only by Declarant and plans showing all units on the portion of the Additional Property submitted thereby. If Declarant records any of the above-described amendments, then the portion of the Additional Property described in the Amendment shall become a part of the Condominium on the date of recordation, including, without limitation, all units, Common Elements and Limited Common Elements located on the portion of the Additional Property submitted thereby. The Declarant may terminate the option to expand the Condominium reserved hereby by executing and recording an amendment to that effect. Except as stated herein there are no other limitations on Declarant's right to expand the Condominium to add the Additional Property. Any portion of the Additional Property may be added at any time at different times, and in any order and in any size, dimension or location during the option period. There is no limitation as to the exact boundaries of the portions of the Additional Property that may be added to the Condominium from time to time and at different times.

- (b) There is no limitation as to the location of any improvements that may be made on any portion of the Additional Property. No assurance is given by Declarant that the structures erected on the Additional Property will be compatible with the structures on the Property in terms of quality of construction, the principal materials to be used and architectural style. No assurances are made by Declarant concerning all other improvements that will be made on any portion of the Additional Property. No assurances are made by Declarant concerning any limitations as to what types of

units will be constructed on the Additional Property nor that they will be substantially identical to the units on the Property. No assurances are made by Declarant concerning the order in which any portion of the Additional Property may be added to the Condominium.

17. TERMINATION OF THE CONDOMINIUM. Subject to the provisions of Section 30 of the Act with regard to the manner in which the termination of the Condominium shall be effected and to the consequences thereof, the Condominium shall be terminated only by the vote of unit owners to which ninety percent (90%) the votes of the Association appertain cast at a meeting at which at least ninety percent (90%) of all owners of units are present and of all mortgagees of such units, together with the written consent of sixty-seven (67%) percent of all holders of first mortgages. No votes shall be cast concerning termination of the Condominium by virtue of a proxy notwithstanding any other provision to the contrary contained herein.
18. CONTROL BY DECLARANT. Pursuant to and in accordance with the provisions and limits of Section 33 of the Act and subject to Article V Part E of the By-Laws, the Declarant is hereby authorized to appoint and remove any member or members of the Board of Directors and any officer or officers of the Association with or without cause. Notwithstanding the foregoing and in accordance with Section 33 of the Act, the Declarant's aforesaid authority shall in no event extend further than the earlier of the following events to occur: (i) the expiration of seven (7) years after the recording of the Declaration; (ii) the date as of which seventy-five percent of all units shall have been conveyed by the Declarant to unit owners other than the Declarant except that the Control Period shall not expire due solely to the conveyance of seventy-five percent (75%) of all units until the earlier of: (a) the addition of all of the Additional Property to the Condominium; or (b) the expiration of the time period in which Declarant is entitled to expand the Condominium as provided herein; or (iii) surrender by Declarant of such authority by an express amendment to the Declaration executed and recorded by Declarant.
19. MORTGAGEES' APPROVALS. Notwithstanding any other provision herein to the contrary which requires less than all of the first mortgagees (based upon one vote for each first mortgage owned) or owners (other than Declarant) to approve, the prior written consent of at least sixty-seven (67%) percent of the first mortgagees (based upon one vote for each first mortgage owned) and ninety percent (90%) of all owners (other than Declarant),

or whatever larger majority may be required by the Condominium Instruments, shall be required to add or amend any material provisions of the Condominium Instruments which establish, provide for or regulate any of the following:

- (a) The pro rata interest or obligations of any individual condominium unit for the purpose of:
  - (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each condominium unit in the Common Elements except reallocation provided for in Paragraphs 9, 10, 11, and 16 herein upon the expansion of the Condominium to include portions of the Additional Property; or
- (b) Subdivide, partition or relocate the boundaries of any unit or the Common Elements or Limited Common Elements, except as otherwise provided herein in the event the Condominium is expanded to include portions of the Additional Property pursuant to Paragraph 16 herein; or
- (c) Voting;
- (d) Assessments, assessment liens or subordination of such liens;
- (e) Reserves for maintenance, repair and replacement of the Common Elements;
- (f) Insurance or fidelity bonds;
- (g) Right to use of the Common Elements;
- (h) Responsibility for maintenance and repair of portions of the Condominium;
- (i) Expansion or contraction of the Condominium or the addition or withdrawal of property to or from the Condominium, except for expansion provided for in Paragraph 16 herein to include the Additional Property;
- (j) Boundaries of any unit;
- (k) Interests in general or limited Common Elements;
- (l) Convertability of units in Common Elements or Common Elements into units;

- (m) Leasing of units;
- (n) Imposition of right of first refusal or similar restriction on the right of a unit owner to sell, transfer, or otherwise convey a unit;
- (o) Any provision expressly for the benefit of holders of first mortgages or insurers or guarantors of such mortgages.

20. MORTGAGEES NOTICE. Upon written request to the Association, identifying the name and address of the requesting party and the address of the unit concerned, the holder of any first mortgage shall be entitled to timely written notice of:

- (a) Any condemnation loss or any casualty loss which affects a material portion of the buildings or improvements in the Condominium or any unit on which a holder, insurer or guarantor of a first mortgage has so requested notice;
- (b) Any delinquency in the payment of assessments or charges owed by an owner of a unit subject to a mortgage held, insured or guaranteed by a requesting party which remains unpaid for a period of sixty (60) days;
- (c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and
- (d) Any proposed action which would require the consent of a specified percentage of holders of first mortgages hereunder.

21. PREPARER. This Declaration has been prepared by F. Lawrence Street of Morris & Manning, attorneys at law, 230 Peachtree Street, Suite 2150, Atlanta, Georgia 30303.

IN WITNESS WHEREOF, the Declarant has executed this Declaration under its hand and seal on the 27<sup>th</sup> day of February, 1982.

FRANKLIN WOODS ASSOCIATES

By: Franklin Venture, Inc.  
As General Partner and  
as Attorney-in-Fact for  
Franklin Woods Associates  
pursuant to the Power of  
Attorney granted in that  
certain Partnership Agreement  
of Franklin Woods Associates  
Dated February 22, 1982

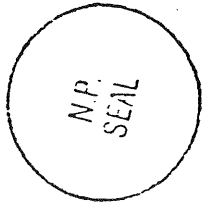
Signed, sealed and  
delivered in the  
presence of:

Judith A. Nave  
Unofficial Witness

[Signature]  
Notary Public  
My Commission Expires:

Notary Public, Georgia, State at Large  
My Commission Expires Aug. 24, 1986

(NOTARY SEAL)



By: [Signature]  
Vice President

Attest: [Signature]  
Asst. Secretary  
(CORPORATE SEAL)

By: Sapioca Corporation, N.V.  
General Partner

By: Franklin Venture, Inc.  
as Attorney-in-Fact  
pursuant to the Power of  
Attorney granted By  
Sapioca Corporation, N.V.  
in that certain Partnership  
Agreement of Franklin Woods  
Associates dated February  
22, 1982



Signed, sealed and  
delivered in the  
presence of:

Judith A. Nave  
Unofficial Witness

[Signature]  
Notary Public  
My Commission Expires:

Notary Public, Georgia, State at Large  
My Commission Expires Aug. 24, 1986

(NOTARY SEAL)



By: [Signature]  
Vice President

Attest: [Signature]  
Asst. Secretary  
(CORPORATE SEAL)



EXHIBIT "A"  
PHASE I

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 578 and 579 of the 2nd Section, 17th District of Cobb County, Georgia, and being more particularly described as follows:

Commencing at an iron pin found located on the northern land lot line of Land Lot 579 located 346.26 feet from the common corner of Land Lots 574, 575, 578 and 579 as measured along the said northern land lot line of 579, south  $89^{\circ}42'31''$  east; running thence south  $89^{\circ}42'31''$  east a distance of 330 feet to a point; running thence north  $00^{\circ}47'07''$  east a distance of 56.43 feet to a point located on the southwest side of the right-of-way of Franklin Road; running thence south  $50^{\circ}07'20''$  east a distance of 42.13 feet to a point located on the southwest side of Franklin Road right-of-way; running thence south  $53^{\circ}53'32''$  east a distance of 50 feet to a point located on the southwest side of Franklin Road right-of-way; running thence south  $53^{\circ}59'42''$  east a distance of 20 feet to a point located on the southwest side of Franklin Road right-of-way; running thence south  $40^{\circ}49'59''$  west a distance of 139.59 feet to a point; running thence south  $00^{\circ}47'07''$  west a distance of 530.17 feet to a point; running thence south  $00^{\circ}28'52''$  east a distance of 51.10 feet to a point; running thence south  $87^{\circ}47'12''$  west a distance of 103.58 feet to a point; running thence south  $86^{\circ}27'38''$  west a distance of 48.59 feet to a point; running thence north  $46^{\circ}24'28''$  west a distance of 303.04 feet to a point; running thence north  $48^{\circ}54'54''$  east a distance of 63.14 feet to an iron pin found; running thence north  $00^{\circ}17'29''$  east a distance of 456.88 feet to an iron pin found; said point being the Point of Beginning.

A portion of the above-described property described below is subject to those certain nonexclusive rights for ingress and egress, over, across and upon the above-described property from an adjacent property to the west running through the property described below toward Franklin Road for the use of E. Neil Bishop and Dorothy H. Bishop as set forth in that certain Warranty Deed dated February 22, 1982, recorded at Deed Book 2178, page 219, Cobb County, Georgia Records.

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 578 and 579 of the 2nd Section, 17th District of Cobb County, Georgia, and being more particularly described as follows:

Commencing at an iron pin found located on the northern land lot line of Land Lot 579 located 346.26 feet from the common corner of Land Lots 574, 575, 578 and 579 as measured along

the said northern land lot line of 579, south  $89^{\circ}42'31''$  east; running thence south  $89^{\circ}42'31''$  east a distance of 330 feet to a point; running thence south  $00^{\circ}47'07''$  west a distance of 117.40 feet to an iron pin found; running thence south  $00^{\circ}47'07''$  west a distance of 530.17 feet to a point; running thence south  $00^{\circ}28'52''$  east a distance of 51.10 feet to a point; running thence south  $87^{\circ}47'12''$  west a distance of 103.58 feet to a point; running thence south  $86^{\circ}27'38''$  west a distance of 48.59 feet to a point; running thence north  $46^{\circ}24'28''$  west a distance of 303.04 feet to a point; running thence north  $48^{\circ}54'54''$  east a distance of 63.14 feet to an iron pin found; running thence north  $00^{\circ}17'29''$  east a distance of 456.88 feet to an iron pin found; said point being the Point of Beginning.

Said property being that property shown on plat of survey for St. Augustine Place Condominium prepared by John E. Didicher, Registered Engineer, dated September 20, 1982.

EXHIBIT "B"  
ADDITIONAL PROPERTY

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 579 and 580 of the 2nd Section, 17th District of Cobb County, Georgia, and being more particularly described as follows:

Commencing at a fence corner at the common corner of Land Lots 579, 580, 645 and 646; running thence south  $00^{\circ}55'35''$  west a distance of 1,247.84 feet to a point located at the common corner of Land Lots 580, 581, 644 and 645; running thence north  $89^{\circ}12'26''$  west a distance of 519.29 feet to a pipe located on the eastern right-of-way of Wylie Road (40 foot right-of-way); running thence north  $00^{\circ}39'01''$  west a distance of 330.08 feet to a point; running thence north  $02^{\circ}08'25''$  west a distance of 272.62 feet to a point located on the eastern side of the right-of-way of Wylie Road; running thence north  $04^{\circ}27'09''$  west a distance of 55.45 feet to a point located on the eastern side of the right-of-way of Wylie Road; running thence north  $08^{\circ}03'33''$  west a distance of 54.49 feet to a point located on the eastern side of the right-of-way of Wylie Road; running thence north  $12^{\circ}11'17''$  west a distance of 82.28 feet to a point located on the eastern side of the right-of-way of Wylie Road; running thence north  $15^{\circ}02'24''$  west a distance of 173.79 feet to a point located on the eastern side of the right-of-way of Wylie Road; running thence north  $12^{\circ}46'17''$  west a distance of 311.94 feet to a point located at the intersection of the northern land lot line of Land Lot 580 and the eastern side of the right-of-way of Wylie Road; running thence north  $17^{\circ}35'34''$  west a distance of 57.05 feet to a point located on the eastern side of the right-of-way of Wylie Road; running thence north  $19^{\circ}29'27''$  west a distance of 50.01 feet to a point located on the eastern side of the right-of-way of Wylie Road; running thence north  $24^{\circ}47'57''$  west a distance of 50.05 feet to a point located on the eastern side of the right-of-way of Wylie Road; running thence north  $29^{\circ}35'27''$  west a distance of 50.95 feet to a point located on the eastern side of the right-of-way of Wylie Road; running thence north  $35^{\circ}30'58''$  west a distance of 50.6 feet to a point located on the northeastern side of the right-of-way of Wylie Road; running thence north  $42^{\circ}28'40''$  west a distance of 99.43 feet to a point located on the northeastern side of the right-of-way of Wylie Road; running thence north  $46^{\circ}56'36''$  west a distance of 209.94 feet to a point located on the northeastern side of the right-of-way of Wylie Road; running thence north  $45^{\circ}39'18''$  west a distance of 277.83 feet to a point located on the northeastern side of the right-of-way of Wylie Road; running thence north  $48^{\circ}54'54''$  east a distance of 225.67 feet to a point; running thence south  $46^{\circ}24'28''$  east a distance of 303.04 feet to a point; running thence north  $86^{\circ}27'38''$  east a distance of 48.59 feet to a point;

running thence north  $87^{\circ}47'12''$  east a distance of 103.58 feet to a point; running thence north  $00^{\circ}28'52''$  west a distance of 51.1 feet to a point; running thence south  $45^{\circ}50'17''$  east a distance of 467.00 feet to a point; running thence south  $07^{\circ}40'21''$  east a distance of 141.23 feet to a point; running thence north  $81^{\circ}14'47''$  east a distance of 109.39 feet to a tree; running thence south  $45^{\circ}50'17''$  east a distance of 31.53 feet to an iron pin; running thence south  $45^{\circ}50'17''$  east a distance of 278.43 feet to a fence corner located at the common corner of Land Lots 579, 580, 645 and 646 and being the Point of Beginning.

## EXHIBIT "C"

## ST. AUGUSTINE PLACE - PHASE I

ADDRESSES	UNIT TYPES	PERCENTAGE OWNERSHIP
Building 1		
101		.019547851
102		.019547851
103		.019547851
104		.019547851
105		.019547851
106		.019547851
107		.019547851
108		.019547851
109		.019547851
110		.019547851
Building 2		
201		.014363594
202		.014363594
203		.014363594
204		.014363594
205		.014363594
206		.014363594
207		.014363594
208		.014363594
209		.014363594
210		.014363594
Building 3		
301		.01662168
302		.01662168
303		.01662168
304		.01662168
305		.01662168
306		.01662168
307		.01662168
308		.01662168
309		.01662168
310		.01662168
Building 4		
401		.01662168
402		.01662168
403		.01662168
404		.01662168
405		.01662168
406		.01662168
407		.01662168
408		.01662168

