

Deed Book 52419 Pg 195  
Filed and Recorded Mar-27-2013 02:31pm  
2013-0088302  
Real Estate Transfer Tax \$0.00  
Cathelene Robinson  
Clerk of Superior Court  
Fulton County, Georgia

After recording, please return to:  
Rachel E. Conrad  
Dorough & Dorough, LLC  
Attorneys at Law  
160 Clairemont Avenue  
Suite 650  
Decatur, Georgia 30030  
(404) 687-9977

Cross Reference: Deed Book: 42608  
Page: 615

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**AMENDMENT TO DECLARATION OF CONDOMINIUM FOR  
THE RESERVE OF DUNWOODY CONDOMINIUM AND BYLAWS OF THE RESERVE  
OF DUNWOODY CONDOMINIUM ASSOCIATION, INC.**

**THIS AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR THE  
RESERVE OF DUNWOODY CONDOMINIUM AND BYLAWS OF THE RESERVE OF  
DUNWOODY CONDOMINIUM ASSOCIATION, INC.** (hereinafter referred to as  
"Amendment") is made this 28th day of January, 2013 by **THE RESERVE OF DUNWOODY  
CONDOMINIUM ASSOCIATION, INC.**, a Georgia nonprofit corporation (hereinafter  
referred to as the "Association").

WITNESSETH:

**WHEREAS**, CJ Kelley, LLC, a Georgia limited liability company, as Declarant, executed that certain Declaration of Condominium for The Reserve of Dunwoody Condominium, which was recorded on May 18, 2006 in Deed Book 42608, Page 615, *et seq.*, Fulton County, Georgia records (hereinafter as supplemented and/or amended from time to time, the "Declaration"), together with the Bylaws of The Reserve of Dunwoody Condominium Association, Inc., which are attached to the Declaration as Exhibit "C" and recorded therewith (hereinafter as amended, the "Bylaws"); and

**WHEREAS**, the Association is a nonprofit corporation organized under the Georgia Nonprofit Code to be the Association named in the Declaration to have the power and authority set forth therein; and

**WHEREAS**, pursuant to Paragraph 16 of the Declaration, the Declaration may be amended by the affirmative vote of at least sixty-seven percent (67%) of the total eligible vote of

the members of the Association at any annual meeting, or any special meeting called for that purpose, or by written consent of the members in lieu of a meeting to the extent permitted by the Bylaws, subject to Section 44-3-93 of the Condo Act; and

**WHEREAS**, Paragraph 16 of the Declaration further provides that any amendment to the Declaration shall require the consent of the Declarant so long as Declarant owns a Unit; and

**WHEREAS**, Paragraph 18(b) of the Declaration provides that material amendments to the Declaration must be approved by the Mortgagees of Units which represent at least fifty-one percent (51%) of the votes of Units that are subject to Mortgages; and

**WHEREAS**, Paragraph 18(d) of the Declaration provides that any Mortgagee of a Unit that receives notice from the Association or the Unit Owner of any amendment to the Declaration and fails to respond to the same within thirty (30) days of the date of such notice shall be deemed to have approved such amendment; and

**WHEREAS**, pursuant to Article VI, Section 6.03 of the Bylaws, the Bylaws may be amended by the vote of the holders of at least seventy-five percent (75%) of the eligible Association vote, provided that so long as the Declarant has the right to appoint directors as provided in the Bylaws, the Declarant's consent shall be required for any such amendment; and

**WHEREAS**, members of the Association holding at least sixty-seven percent (67%) of the total eligible vote of the Association agreed to amend the Declaration as provided herein; and

**WHEREAS**, Mortgagees of Units which represent at least fifty-one percent (51%) of the votes of Units that are subject to Mortgages have consented to this Amendment as provided in Paragraph 18(d) of the Declaration; and

**WHEREAS**, members representing seventy-five percent (75%) of the eligible Association vote agreed to amend the Bylaws as provided herein; and

**WHEREAS**, Declarant no longer owns a Unit and no longer has the right to appoint directors of the Association as provided in the Bylaws; and

**WHEREAS**, attached hereto as Exhibit "A" and incorporated herein by reference is the sworn statement of the Secretary of the Association, which sworn statement states unequivocally that: (a) the consent of members of the Association holding at least sixty-seven percent (67%) of the total eligible vote was lawfully obtained to amend the Declaration; (b) the consent of members representing seventy-five percent (75%) of the eligible Association vote was lawfully obtained to amend the Bylaws; and (c) any notices required under the Declaration, Bylaws and Georgia law were given; and

**WHEREAS**, the Association and the members thereof desire to amend the Declaration and Bylaws as set forth herein;

**NOW THEREFORE**, the undersigned hereby adopt this Amendment to the Declaration of Condominium for The Reserve of Dunwoody Condominium and Bylaws of The Reserve of Dunwoody Condominium Association, Inc., hereby declaring that all of the property now or hereafter subject to the Declaration and Bylaws shall be held, conveyed, encumbered, used, occupied and improved subject to the Declaration and Bylaws, amended as follows:

1.

The Declaration and Bylaws are hereby amended by deleting the same in their entirety and substituting in lieu thereof that certain Declaration of Condominium for The Reserve of Dunwoody Condominium and Bylaws for The Reserve of Dunwoody Condominium Association, Inc., attached as Exhibit "B" hereto and by this reference incorporated herein.

2.

Unless otherwise defined herein, the words used in this Amendment shall have the same meanings as set forth in the Declaration.

3.

This Amendment shall be effective only upon being recorded in the records of the Clerk of Superior Court of Fulton County, Georgia and shall be enforceable against the current Owner of any Unit subject to the Declaration.

4.

Except as herein modified, the Declaration shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the Association has caused this Amendment to be executed under seal the day and year first above written.

ASSOCIATION: **THE RESERVE OF DUNWOODY  
CONDOMINIUM ASSOCIATION, INC.**,  
a Georgia nonprofit corporation

By:   
Charles E. Ricketts, President

Attest:   
Becky Ricketts, Secretary

[AFFIX CORPORATE SEAL]

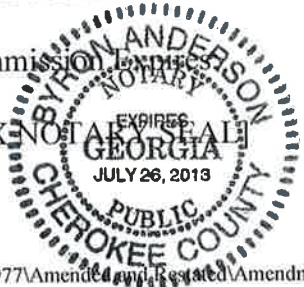
Signed, sealed, and delivered  
in the presence of:

  
WITNESS

  
NOTARY PUBLIC

My Commission Expires

[AFFIX



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EXHIBIT "A"

Sworn Statement of Secretary of  
The Reserve of Dunwoody Condominium Association, Inc.

STATE OF GEORGIA

COUNTY OF FULTON

Re: The Reserve of Dunwoody Condominium Association, Inc.

Personally appeared before me, the undersigned deponent who, being duly sworn, deposed and said on oath that:

1. Deponent is the Secretary of The Reserve of Dunwoody Condominium Association, Inc.
2. Deponent is duly qualified and authorized to make this Affidavit and knows the facts contained herein are of his or her own personal knowledge.
3. The foregoing Amendment to the Declaration of Condominium for The Reserve of Dunwoody Condominium and Bylaws of The Reserve of Dunwoody Condominium Association, Inc. was approved by members of the Association holding at least sixty-seven percent (67%) of the total eligible vote of the Association, as to the Declaration, and by members representing seventy-five percent (75%) of the eligible Association vote, as to the Bylaws.
4. All notices required under the Declaration, Bylaws and Georgia law were given.
5. Deponent makes this Affidavit pursuant to Official Code of Georgia Annotated Section 44-3-93.

This the 23<sup>rd</sup> day of January, 2013.

Signed: Becky Ricketts  
Becky Ricketts

Sworn to and subscribed before me  
this 23<sup>rd</sup> day of Jan, 2013.

Byron Anderson  
Notary Public

[AFFIX NOTARY SEAL]



EXHIBIT "B"

Declaration of Condominium for The Reserve of Dunwoody Condominium

[IMMEDIATELY FOLLOWING THIS PAGE]

STATE OF GEORGIA  
COUNTY OF FULTON

**DECLARATION OF CONDOMINIUM  
FOR  
THE RESERVE OF DUNWOODY CONDOMINIUM**

THIS AMENDMENT TO THE DECLARATION OF CONDOMINIUM is made on the date set forth by The Reserve of Dunwoody Condominium Association (the "Association").

WITNESSETH

WHEREAS, the Association desires to subject the said property, Exhibit "A", to the provisions of this Amendment, to the Declaration, and to the Georgia Condominium Act, O.C.G.A § 44-3-70, *et seq.* (the "Condo Act").

NOW, THEREFORE, the Association and the Unit Owners hereby submit to the Condo Act and to the Declaration the property described in Exhibit "A" hereto.

THE ASSOCIATION HEREBY FURTHER DECLARES that, upon recordation of this Declaration, the said property shall thereafter be used, encumbered, leased and occupied subject to the Condo Act and to all of the covenants, conditions, restrictions, and other provisions hereof, as follows:

1. **Purpose.** The purpose of this Declaration, and the covenants, conditions, restrictions and other provisions hereof, is to preserve, enhance and protect the value and desirability of the Condominium property. This Declaration and each covenant, condition and restriction contained herein shall run with and be appurtenant to the title to the said property and shall be binding upon all persons having or acquiring any right, title or interest in and to all or any portion of the said property and their respective heirs, legal representatives, successors and assigns, for the benefit of all Owners of the same.

2. **Plat and Floor Plans.** A plat of survey for the Condominium, prepared by GeoSurvey, Ltd., dated November 6, 2005 (the "Plat"), has been filed in Condominium Plat Book 298 Page 61, Fulton County, Georgia records. Floor plans relating to the Condominium, prepared by Jamie Bradshaw, AIA, NCRB (the "Floor Plans") have been filed in Floor Plans Book 33, Page(s) 430, *et seq.*, Fulton County, Georgia records. The Plat and Floor Plans are incorporated herein by reference as though the same were set forth fully herein.

3. **Unit Boundaries.** The Condominium shall be divided into ninety (90) residential units (individually a "Unit" and collectively the "Units") and Common Elements, including Limited Common Elements, as more particularly defined and described herein and as depicted on the Plat and Floor Plans. Each Unit shall be conveyed as a separately-designated and legally described freehold estate subject to the Condo Act and this Declaration. The Units shall include their respective undivided percentage interests in the Common Elements and all portions of the Condominium building which lie inside the following described boundaries:

(a) Vertical Boundaries. The perimeter or vertical boundaries of each Unit shall be the centerlines of all walls of the Unit which are shared with other Units. The perimeter boundaries of each

Unit with respect to all other walls, including all exterior walls and walls which are shared with other Common Elements such as hallways and lobby areas, shall be the vertical plane formed by the unexposed surface of the wallboard, sheetrock, drywall or other material which forms the interior surface of each such wall, with the metal or wooden studs or other material to which the same is attached, and all other materials used in construction of such walls, forming a part of the Common Elements. Each Unit shall include within its boundaries any and all wallboard, sheetrock, drywall, metal or wooden studs, insulation, and all other material comprising the portions of the walls of such Unit which are located within the above-described perimeter boundaries.

(b) Upper and Lower Boundaries – Bottom Floor. The upper boundary of each Unit which is located on the lowermost floor of a Condominium building shall be the horizontal plane formed by the uppermost, unexposed surface of the wallboard, sheetrock, drywall or other material which forms the ceiling of such Unit, with such material constituting part of the Unit, and the supporting beams and trusses to which the same is attached and all other such materials constituting part of the Common Elements. The lower boundary of each such Unit shall be the horizontal plane formed by the lowermost surface of the concrete slab or other flooring of such Unit, with the concrete flooring or slab constituting part of the Unit and all other materials beneath the same constituting part of the Common Elements.

(c) Upper and Lower Boundaries –Top Floor. The upper boundary of each Unit which is located on the uppermost floor of a Condominium building shall be the horizontal plane formed by the uppermost, unexposed surface of the wallboard, sheetrock, drywall or other material which forms the ceiling of such Unit, with such material constituting part of the Unit, and the supporting beams and trusses to which the same is attached, and all other components of the roof, including all roof decking, roof shingles and other material forming the roof of each Condominium building, constituting part of the Common Elements. The lower boundary of each such Unit shall be the horizontal plane formed by the lowermost, unexposed surface of the wooden subflooring of such Unit, with all flooring and subflooring constituting part of the Unit, and the supporting beams and trusses upon which the same rests and all other such materials constituting part of the Common Elements.

(d) Upper and Lower Boundaries – Other Floors. The upper boundary of each Unit which is located on any floor other than the uppermost or lowermost floor of a Condominium building shall be the horizontal plane formed by the uppermost, unexposed surface of the wallboard, sheetrock, drywall or other material which forms the ceiling of such Unit, with such material constituting part of the Unit, and the supporting beams and trusses to which the same is attached and all other such materials constituting part of the Common Elements. The lower boundary of each such Unit shall be the horizontal plane formed by the lowermost, unexposed surface of the wooden subflooring of such Unit, with all flooring and subflooring constituting part of the Unit, and the supporting beams and trusses upon which the same rests and all other such materials constituting part of the Common Elements.

(e) Additional Information for Interpreting Unit Boundaries. In interpreting these descriptions and the Floor Plans, the existing physical boundaries of the Units as originally constructed shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed in this Declaration, in the Floor Plans, or in any deed or other instrument, regardless of minor settling or lateral movement of the Condominium building, and regardless of minor variances between the boundaries shown on the Floor Plans or in any deed or other instrument and those of the Units. All ducts, conduits, pipes, wires and other systems or devices which serve a single Unit, including but not limited to heating and air conditioning systems, electrical and natural gas systems, telecommunications and other like systems, and plumbing systems, including all fixtures and appliances, regardless of whether or not a portion of any such system may be located outside of the boundaries of the Unit as set forth above, shall be deemed a part of such Unit, except that any portions thereof which serve the Common Elements, or which serve more than one Unit, shall be deemed a part of the Common Elements. All exterior doors;



windows, chimneys, flues and skylights which serve a single Unit shall be included within the boundaries of that Unit, subject to any Association maintenance and repair obligations as set forth elsewhere herein.

#### 4. Common Elements and Limited Common Elements.

(a) Common Elements Defined. All corridors, foyers and lobbies, stairwells, landscaped areas and vegetation, surface parking lots, sidewalks, paths, driveways and walkways, storage, maintenance and mechanical rooms, mail kiosks, fences, entry feature and lighting for same, dumpsters, swimming pool, children's play area, bicycle racks and all related furniture and equipment, clubhouse and all related furniture and equipment, tennis courts, retaining walls, detention ponds, the foundation roofs and exterior walls of the Condominium buildings, and all other portions of the Condominium which are not located within the boundaries of any Unit as set forth in Section 3 above, shall be deemed a part of the Common Elements.

Each owner (individually "Owner" and collectively "Owners") of a Unit shall have an undivided ownership interest in and to the Common Elements in accordance with the ownership percentages set forth in Exhibit "B" hereto. The ownership percentage of any Unit or Units may be altered only by the consent of all Owners and Mortgagees of the affected Units, expressed in a duly recorded amendment to this Declaration. Ownership of the Common Elements shall be enjoyed by the Owners of the Units as tenants in common; however, no Unit Owner shall have any right to bring an action for partition or division of the Common Elements, or any portion thereof, except as may be provided in this Declaration or in the Condo Act.

(b) Limited Common Elements. Notwithstanding the foregoing or anything to the contrary contained elsewhere herein, certain portions of the Common Elements are hereby assigned as Limited Common Elements to certain Units, as follows.

(i) Each Unit shall be assigned a mailbox or mail slot as a Limited Common Element appurtenant to such Unit.

(ii) Any entry foyer, stairwell or corridor serving fewer than all of the Units is assigned as a Limited Common Element to the Unit or Units which it serves.

(iii) All pipes, ducts, cables, wires, conduits and other apparatus which serve only one Unit are assigned as Limited Common Elements to the Unit which they serve and to which they are adjoined and connected.

(iv) Any utility meter which serves fewer than all of the Units is assigned as a Limited Common Element to the Unit or Units which it serves.

(v) Any portion of the Common Elements upon which is located air conditioning or heating equipment or other apparatus serving fewer than all of the Units is assigned as a Limited Common Element to the Unit or Units served thereby. The Association shall have the right, at its sole expense, to relocate any HVAC, plumbing, electrical, telecommunications or other systems or apparatus, provided that such relocation does not cause an increase in the cost of operation of the same by any Unit Owner.

(vi) Parking spaces designated for use by particular Units pursuant to Sections 4(c) or (d) below, if any, shall be assigned as Limited Common Elements to such Units, unless and until such time as said parking spaces may be reassigned to other Units as provided elsewhere herein.

(c) Assignment of Common Elements as Limited Common Elements. Subject to the provisions of Section 44-3-82 of the Condo Act, the Association shall have the authority to assign Common Elements which have not been previously assigned as Limited Common Elements, upon written application to the Association by the Owners of the Unit or Units directly affected by the same. Any such assignment shall be made by the Association by recordation in the Fulton County, Georgia real estate records of amendments to the Declaration, Plat and/or Floor Plans, as necessary, executed by the Unit Owner or Owners making such application and by the Association

(d) Reassignment of Limited Common Elements. Subject to the provisions of Section 44-3-82 of the Condo Act, the Association shall approve any reassignment of Limited Common Elements upon written application to the Association by the Owners of the Units directly affected by the same. The Owner of any Unit shall have the right to retain any and all proceeds from the reassignment or rental of any Limited Common Elements assigned to his or her Unit. Any such reassignment shall be made by recordation in the Fulton County, Georgia real estate records of amendments to the Declaration, Plat and/or Floor Plans, as necessary, executed by the Unit Owner or Owners directly affected by the same and consented to by the Association.

5. **Membership and Voting.** The Condominium shall be administered by The Reserve of Dunwoody Condominium Association, Inc., a Georgia nonprofit corporation (the "Association") which shall be governed by the bylaws attached hereto as Exhibit "C", as restated or amended from time to time (the "Bylaws"). Any person or entity who purchases a fee simple interest in and to any Unit shall automatically become a member of the Association, upon the closing of such purchase, and shall automatically cease to be a member of the Association upon his, her or its transfer or sale of such Unit, whether by sale, gift, foreclosure, death or incompetency, or otherwise. The Owner or Owners of each Unit shall be entitled to one (1) vote on all matters set forth herein or in the Bylaws for vote by the membership of the Association, regardless of the varying ownership percentages allocated to such Unit as set forth on Exhibit "B" hereto.

6. **Assessments.**

(a) Annual Assessments. The Association shall have the power to levy annual assessments for all budgeted and actual expense of the Association, wherever and however incurred, including but not limited to the costs of repairing, replacing, maintaining and operating the Common Elements and other portions of the Condominium for which the Association has maintenance, repair, management or other responsibility. Assessments shall be payable by each Owner of a Unit regardless of the amount of use, if any, which any particular Owner may make of the Common Elements, and regardless of whether the Association has fulfilled its obligations hereunder: Annual assessments shall be levied against the Units in accordance with the ownership percentages set forth on Exhibit B hereto.

(b) Special Assessments. In addition, the Association may, but shall be required to levy special assessments against one or more Units under the following circumstances:

(i) If the benefit to be received from any non-budgeted expense will be enjoyed disproportionately by one or more Units, then the expense may be specially assessed against only those Unit(s).

(ii) If any non-budgeted expense (which may include any deductible or uninsured cost) is necessitated by any act or omission of the Owner or Owners, tenants, residents

("Residents") or guests of one or more Units, then the expense may be specially assessed against only those Unit(s).

(iii) The Condominium currently is served by a common water meter. The Board shall have the authority to assess as a special assessment individual Unit utilities usage: charges for water and other utilities, based on each Unit's actual usage, by sub-metering of the individual Units. On and after the date on which any such sub-meters are installed, if ever, the Board shall be authorized to include in such special assessments a charge for the costs of overhead for such services and/or installation of separate utility meters for the Units, plus each Unit's pro-rata portion of all water usage in and upon the Common Elements.

(c) Annual Budget. At least twenty-one (21) days prior to each annual meeting of the Association, the Association board of directors (the "Board") shall prepare a budget summarizing the anticipated expenses and capital reserves of the Association for the forthcoming calendar year, and to deliver copies of the same to the Unit Owners. The Association's annual budget shall include funding of a capital repair and replacement reserve for the replacement of improvements to the Common Elements and those Limited Common Elements that the Association is obligated to maintain, including, but not limited to, roof replacement and painting exterior building surfaces. Said budget shall take effect upon the first day of the forthcoming calendar year unless duly disapproved by the Association at said annual meeting. If so disapproved, then the budget in effect for the current calendar year shall remain in effect until a new budget is approved at a special meeting of the Association called for such purpose in accordance with the Bylaws.

(d) Working Capital, Surpluses, Deficits and Reserves. In addition to capital reserves, the Association shall establish a working capital fund to meet unanticipated costs and expenses. At the option of the Association, contributions to the working capital fund may be collected at closing, or if not collected at closing, immediately upon demand by the Association from any person or entity that purchases a Unit in amount determined by the Association in its sole discretion, but not to exceed two (2) months of the annual assessment for such Unit; provided, however, the working capital contribution provided for herein shall not apply to the holder of any first Mortgage on a Unit who becomes the Owner of a Unit through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such Mortgage, but shall apply to the Owner acquiring the Unit from the foreclosing Mortgagee. Under no circumstances shall any working capital funds be used by the Association to offset any budget deficits.

All surpluses and profits of the association, if any shall be either applied to the current year's regular operating expenses, the subsequent year's operating expenses, to capital reserves, or shall be distributed to the Unit owners, all at the sole discretion of the Board, subject to the provisions of Section 44-3-108 of the Condo Act.

(e) Payment of Assessments. All annual assessments shall be paid in equal monthly installments on the first day of each calendar month. Any annual or special assessments or other charges not paid within ten (10) days of the due date shall subject the delinquent Owner to a late charge of ten Dollars, \$10.00 or ten Percent (10%) of the amount due, whichever is greater. In addition, if any Unit Owner becomes more than thirty (30) days delinquent in the payment of assessments, then the amount of such delinquent assessments and any late charges imposed thereon shall incur interest at the rate of Ten Percent (10%) per annum, unless the maximum amount permitted by applicable law is less, in which case such maximum allowable rate shall apply. In addition, and not to the exclusion of any other remedies available at law or equity, the Association may pursue any one or more of the following remedies upon ten (10) days written notice to such Owner:

(i) institute legal action against such Owner in any judicial or administrative body of competent jurisdiction;

(ii) revoke such Owner's right to pay annual assessments in monthly installment and demand that the unpaid amount of that year's annual assessment be paid-in-full immediately;

(iii) suspend such Owner's right to vote on matters requiring a vote of the membership of the Association;

(iv) suspend such Owner's privileges to use any or all of the Common Elements (unless such Owner's rights of ingress or egress would be restricted thereby); and

(v) suspend any utility or service to such Unit; provided that (i) the payment of such utility or service is an expense of the Association, (ii) the Association has obtained a judgment for payment of such delinquent assessments in excess of the amount provided in the Condo Act, (iii) the Association has otherwise complied with all applicable provisions of the Condo Act, and (iv) such utility or service is restored upon payment in full of all delinquent assessments and all fees, interest and other charges associated therewith, including any legal fees or other costs.

(f) Obligation to pay Assessments. All assessments levied against a Unit shall be both a personal obligation of the person or entity who owned the Unit at the time of assessment and shall run with the title of such Unit and constitute a lien against the same to the fullest extent provided in the Condo Act. Each Owner of a Unit, regardless of the presence or absence of any applicable language in the deed or other instrument by which such Unit was conveyed to such Owner, shall be deemed to have covenanted and agreed to pay all annual assessments and special assessments levied against such Unit, whether prior to or during his, her or its ownership thereof including any other fees, costs, interest or other charges incurred by the Association in connection with the same or the collection thereof.

(g) No Abatement of Assessments. 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.

(h) No Waiver. No delay or failure on the part of the Association in the exercise of its rights as set forth in this Section 6 shall operate as a waiver thereof, and no single or partial exercise by the Association of any such right shall preclude other or further exercise thereof or the exercise of any other right hereunder.

7. **Right of Access.** Without limiting the generality of any other provision hereof or any, applicable provisions of the Condo Act, and in addition to any other specific rights set forth elsewhere herein or in the Condo Act, the Association and its duly authorized agents contractors and representatives, without being subject to criminal or civil liability for trespass, shall have the right, but not the obligation, to enter any Unit for purposes of repair, replacement, maintenance or operation of any Common Elements, or to attend to any emergency situation, or for the safety or security of the Condominium or any other Unit or Unit Owner, or pursuant to Section 9(d) below. Such right of access shall only be exercised during reasonable hours and after notice to the Owner or Resident of the Unit, unless the circumstances require otherwise.

## 8. Insurance.

(a) Master Insurance Policies. The Association shall be required to maintain only the types and amounts of insurance as required by Section 44-3-107 of the Condo Act, as revised or amended from time to time. Said policies may exclude fixtures and appliances, wall coverings, floor coverings, and any other improvements made to a Unit by its Owners or Residents. Said policies may contain any and all deductibles and exclusions from coverage to the greatest extent allowable by the Condo Act, as the same may be amended from time to time. Any additional covers or amounts shall be obtained only if the same are deemed necessary or desirable in the sole discretion of the Board.

(b) Unit Owner Policies. Each Unit Owner shall be responsible for maintaining insurance coverage for his or her Unit to the extent that the same is not covered by the policies described in Section 8(a) above, and shall supply a copy of the same to the Association. The Association shall be entitled, but not obligated, to obtain such insurance for any uncovered Units and assess the cost of the same to the Owners of said Units. Each Unit, Owner, and Resident shall be responsible for reviewing the policies of insurance described in Section 8(a) above, which shall be made available by the Association upon request during normal business hours, and for assessing and providing for their own insurance needs based on their review of the same. In no event shall the policies described in Section 8(a) above be brought into contribution with any insurance obtained by any Unit, Owner, or Mortgagee. No Owner or Resident of a Unit shall be entitled to receive any insurance proceeds which have been paid to the Association unless such Owner or Resident is current with all assessment payments. At the discretion of the Board, any insurance proceeds otherwise payable to a Unit Owner or Resident may be applied first to delinquent assessments owed by that Owner or Resident.

(c) Mortgagee Rights. The Board shall use its best reasonable efforts to ensure that each policy of insurance obtained by the Association provides that each holder of a Mortgage on a Unit will be entitled to at least thirty (30) days written notice if the policy is to be cancelled, non-renewed or substantially modified, or if such Mortgagee's coverage is at risk of being cancelled or otherwise affected by nonpayment of premium or by any act or omission of the Unit's Owner. Nothing contained in this Section 8 or elsewhere herein shall be construed as a limitation on the right of any Mortgagee which is beneficiary of a mortgagee endorsement to distribution of insurance proceeds, nor as giving any Unit Owner or other party priority over any Mortgagee to any insurance proceeds for losses to the Common Elements. Mortgagees having an interest in any insured loss shall be entitled to participate in all negotiations with the carrier regarding adjustment of the same, provided that the Board shall have sole authority to adjust any and all such losses.

### (e) Measures Related to Insurance Coverage.

(i) The Board, upon resolution, shall have the authority to require all or any Owner(s) to do any act or perform any work involving portions of the Condominium which are the maintenance responsibility of the Owner which will, in the Board's sole discretion, decrease the possibility of fire or other damage in the condominium, reduce the insurance premium paid by or on behalf of the Association for any insurance coverage, or otherwise assist the Board in procuring or maintaining such insurance coverage. Subject to the provisions of the Condo Act, this authority shall include, but need not be limited to, requiring Owners to install smoke detectors, requiring Owners to make improvements to the Owner's Unit, and such other measures as the Board may reasonably require.

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

## 9. Architectural Control.

(a) Association Approval. No modifications or improvement shall be made to any Unit or Common Elements, including Limited Common Elements, which are visible from outside of the Unit. With regard to interior modifications, the Association, acting by and through its Board of Directors, shall have the right to approve or disapprove any proposed construction, modification or structural improvement in and to the individual Units. The Board, in evaluating any construction, modification or improvement, shall consider the aesthetics of the proposed addition or improvement, the materials to be used, any additional load to be placed upon the structural components of the Condominium building, any necessary tie-ins to plumbing or electrical systems, and the effect upon other Unit Owners and/or the Common Elements, if any, including any noise or vibration caused either by the construction or improvement activity or by the addition or improvement itself. Each individual Unit Owner or Resident shall be responsible for obtaining any and all necessary permits and other approvals, and for ensuring compliance with all local, state and federal regulations and requirements, including but not limited to applicable zoning and building codes. The Board shall have the right to require damage or security deposits, in reasonable amounts, from any Owner or Resident of a Unit, and/or their agents, representatives and contractors, for cost or damage resulting from any renovation, improvement or construction activities undertaken or proposed by such Owner or Resident. The Board shall also have the right to approve or disapprove any contractor or other person making repairs or improvements to any Unit pursuant to Section 9(d) below.

(b) Subdivision: Removal and Relocation of Boundaries. No Unit shall be divided into two or more Units. No boundaries between Units which share a common wall or floor/ceiling may be removed or relocated, or any Common Elements incorporated into any Unit or Units except in strict accordance with the provisions of this Section 9 above and Section 44-3-91 of the Condo Act.

(c) Requests for Approval. Any Owner or Resident of a Unit who wishes to undertake any construction, modification or improvement of such Unit, shall submit a written request for approval thereof to the Board. Requests for approval shall be accompanied by plans and specifications which are detailed enough to allow the Board to evaluate the proposed improvements according to this Section 9. If approved, such construction, modification or improvement must be commenced within six (6) months, and completed within nine (9) months, from the date of approval. The Board shall be entitled to oversee all construction and improvement activity, shall be given periodic progress reports by the Unit Owner, and shall have the authority to suspend or halt construction activity if reasonably necessary to ensure that the plans and specifications as presented to the Board are being complied with.

(d) Construction Activity. The Board shall have the right to approve or disapprove contractors or subcontractors who desire access to the Condominium for the purpose of making repairs or improvements to a Unit, based on rules and regulations adopted by the Board which may include, without

limitation, financial stability of the contractors and/or subcontractors, history of compliance with this Declaration and Condominium rules and regulations, and other factors that may be reflective of quality and ability. Approval of a contractor or other such person shall not be unreasonably withheld. The Board may also impose insurance requirements and collect other non-refundable fees for use of the trash receptacle and other Common Elements. Any construction or renovation activity in any Unit which is detectable by sound or vibration from outside the Unit shall be permitted only between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, exclusive of holidays. Each Owner and Resident shall be responsible for their contractors' compliance with this Declaration, including but not limited to this Section 9(d) and Section 10(e) below.

(e) Enforcement. Any construction, modification or improvement to a Unit which does not comply with this Section 9 shall be removed by the Owner of the Unit, and the Unit restored to substantially the same condition as existed prior to the unauthorized work, immediately upon request in writing by the Board. If such removal and restoration is not commenced within seven (7) days of the date of such written request, and/or not completed, within thirty (30) days thereof, the Association and its authorized agents, representatives or contractors shall have the right to enter the Unit and perform such removal and/or restoration, with all costs associated therewith levied against the Unit and its Owner(s) as a special assessment pursuant to Section 6 above. In addition to the foregoing, the Board shall have the right to levy and collect fines against any Owner who fails to comply with the provisions of this Section 9, subject to any applicable notice provisions.

10. **Association Rules and Regulations.** The Association, acting by and through its Board of Directors, shall have the right to make and enforce reasonable rules and regulations governing the use of the Condominium, including the Units, Limited Common Elements and other Common Elements, and to enforce such rules and regulations by fines, special assessments or otherwise, in the same manner as provided in Section 6 above. Each Owner of a Unit shall be responsible for ensuring that all tenants, Residents and guests of the Unit comply with said rules and regulations, as set out in the initial Rules and Regulations for Owners and Residents, attached hereto as Exhibit "D" and by this reference incorporated herein, and with this Declaration, with the understanding that any violation thereof by tenants, Residents and guests may result in action by the Association against any of said persons and/or the Owner of the Unit.

Regardless of whether any such rules and regulations are adopted by the Board, each Unit Owner and all tenants, Residents and guests of any Unit Owner shall comply with the following use restrictions. Any and all rules and regulations adopted by the Board shall include the following restrictions, at a minimum, although the following may be amended pursuant to Section 15 below, and may be expanded upon by such rules and regulations to the extent the same do not conflict with or contradict this Declaration, as the Board determines necessary in its reasonable discretion or as otherwise provided herein.

(a) Other. The Board may adopt rules and regulations governing other uses of the Units and Common Elements, including but not limited to the following: (i) the disposal of trash and other debris; (ii) the display of seasonal and other decorations visible from outside a Unit; (iii) the storage and use of firearms or fireworks; (iv) the replacement of carpet in Units located above other Units with tile or hardwood flooring; (v) the heating of Units during colder months; (vi) use of the pool, tennis courts, bicycle racks, children's play area and other facilities; and (vii) any other use restrictions which the Board, in its reasonable discretion, deems necessary or appropriate.

(b) Residents Bound. All provisions of this Amendment to the Declaration, *the Bylaws, and The Rules and Regulations, use restrictions or design guidelines* adopted pursuant thereto which govern the conduct of Unit Owners and Residents, which provide for sanctions against Unit Owners shall

also apply to all tenants and Residents, even though tenants and/or Residents are not specifically mentioned. Fines may be levied against Unit Owners and Residents alike. If a fine is first levied against a tenant or Resident and is not timely paid, the fine may then be levied against the Unit Owner.

#### 11. **Maintenance of Units and Common Elements.**

(a) Owner and Association Responsibilities. Except as otherwise provided herein, each Owner of a Unit shall be responsible for the maintenance and repair of such Unit, including all systems, equipment and apparatus which are deemed a part of such Unit pursuant to Section 3 above. The Association shall be responsible for repair and maintenance of all Common Elements, including storage spaces, parking spaces, patios and terraces, whether or not the same have been assigned as Limited Common Elements to one or more Units. The Association shall also be responsible for sealing, maintenance and repair of all chimneys, windows and skylights. However, each Unit Owner shall be responsible for ensuring that all doors, windows and skylights are kept in good repair for purposes of the safety and security of themselves, Residents, their guests and invitees, as well as the security of their belongings. In addition, each Unit Owner shall be responsible for maintenance and repair of all exterior doors of the Units.

(b) Failure to Repair or Maintain Unit. Notwithstanding any of the above, if the Board deems any condition existing in a Unit or any Limited Common Elements to be in need of repair or maintenance, and if the Unit Owner or Resident responsible for the same fails to perform such repair or maintenance within thirty (30) days of written notice thereof, the Association may perform any such repair or maintenance and may levy a special assessment against such Unit and its Owner, in the amount of the reasonable cost thereof. Said thirty (30) day notice shall not be required in emergencies or under other circumstances when serious harm or damage can be avoided only by prompt action.

(c) Limitation of Liability. Under no circumstances shall the Association be liable for any injury, loss or damage caused in whole or in part by the Association's failure to discharge its responsibilities hereunder, if such injury, loss or damage was not a foreseeable, natural result of the Association's failure to discharge its responsibilities.

#### 12. **Leasing and Occupancy of Units.**

(a) Leasing. For all purposes hereof, leasing of a unit shall be defined as the regular, exclusive occupancy of the Unit by any person other than its Owner, except that leasing shall not include occupancy by the children, parents, spouses and partners of Owners, the roommate of any Unit Owner who occupies the Unit as his or her primary residence, or guests of any Unit Owner for period not to exceed fourteen (14) consecutive days.

(b) Leasing Permits. Any Unit Owner who is not delinquent in the payment of assessments, or otherwise in breach of such Owner's duties hereunder, may apply to the Board for a leasing permit allowing the Owner to lease his or her Unit. All such applications for approval shall include a copy of the proposed lease. A leasing permit shall state any and all conditions set by the Board consistent herewith and shall be valid only as to the Owner applying for the same. Leasing permits may not be transferred or assigned to other Units or their Owners, provided that they may be transferred or assigned to successors in title to the same Unit. Nothing contained herein shall be construed as granting any authority to the Board or the Association to approve or disapprove any proposed tenant.

(c) Lease Terms. Any lease agreement entered into for any Unit shall be for a term of not less than one (1) year, provided that a Unit lease may convert to a month-to-month term after the first



year of occupancy. No Unit may be leased except in its entirety. In addition, all lease agreements shall include the following:

- (i) a covenant by the tenant to comply with the terms of this Declaration and the Rules and Regulations for Owners and Residents adopted by the Association in accordance herewith;
- (ii) a prohibition against any subleasing of the Unit or assignment of the lease without prior written approval of the Board;
- (iii) a delegation to the Board by the Unit Owner of the Owner's rights to enforce the terms of the lease and this Declaration against the tenant, including but not limited to the right to evict a tenant as provided by law and in the lease;
- (iv) a transfer to the tenant of all of the Unit Owner's rights to use of the Common Elements;
- (v) an assignment to the Association of, and delegation of the right to collect payment of, all rent payable by the tenant to the Unit Owner, to the extent of any unpaid assessments due from the Unit Owner to the Association from time to time; and
- (vi) any other provisions required by law, it being the responsibility of each Unit Owner to be familiar and to comply with the Condo Act and with all other applicable laws and regulations, as well as any and all restrictions and requirements imposed by lenders having or considering a security interest in such Unit.

In addition, it shall be the responsibility of each Unit Owner to provide his, her or its tenants with copies of this Declaration, the Association's current Bylaws, the Rules and Regulations for Owners and Residents, and any other Association rules and regulations adopted from time to time by the Board.

(d) Notice of Lease Agreements. The Board shall be provided with a copy of all proposed leases not less than seven (7) days prior to the effective date thereof, in order to ensure compliance with this provision. In the event that a lease is disapproved, the Board shall notify the Unit Owner of the reasons for such disapproval and any actions necessary to bring the lease into compliance herewith. Nothing herein shall be construed as authorizing the Board to review and/or approve a proposed lessee. In addition, within ten (10) days after executing a lease agreement for the lease of a Unit, the Unit Owner shall provide the Board with a copy of the lease, the name of each person other than the tenant(s) named therein who will occupy the Unit pursuant thereto, and the Owner's address other than at the Unit.

(e) Number and Designation of Residents. The maximum number of Residents in a Unit shall be limited to one (1) person per three hundred (300) square feet of heated and cooled space as shown on the Floor Plans, subject to written requests for variances where the same are necessary to comply with the Fair Housing Amendments Act of 1988 and any related laws and regulations. In the case of any Unit which is owned by a legal entity other than a natural person, the said Owner shall identify to the Board, in writing, the persons who are authorized to occupy the Unit, which designation may not be changed more frequently than once every six (6) months.

13. **Sale of Units.** No less than seven (7) days prior to the sale or transfer of a Unit, the Owner thereof shall give written notice of the same to the Board, including the name and address of the intended transferee and such other information as the Board may reasonably request. In addition, the transferee of a Unit shall give written notice to the Board of his or her ownership of the Unit within seven (7) days after acquiring title. Any Unit Owner who fails to give proper notice of any intended or actual transfer, as the case may be, shall be liable to the Board for any and all costs associated with such failure of notice, which costs may be assessed against the Unit, its transferor and /or its transferee. This Section shall not be construed to create a right of first refusal in the Association or in any third party.

14. **Disclosures.** By acquisition of title to or possession of any Unit, each Unit Owner and Resident hereby understands and acknowledges the following:

(a) Because the Units share walls, floors and ceilings with other Units and with the Common Elements, it is likely that noise and vibration will be detectable between Units and between the Units and the Common Elements.

(b) The Condominium is located in a densely populated urban area and is in close proximity to commercial properties and high-volume traffic corridors. It shall be the responsibility of each Unit Owner and Resident and potential Owners and Residents, to become familiar with the neighborhood in which the Condominium is located and with periodic activities and other events which may affect the use and enjoyment of the Unit.

(c) Concrete surfaces such as are located throughout the Condominium are subject to cracking due to building settlement. In addition, exposed concrete surfaces in any portion of the Condominium which is not heated and cooled are subject to cracking due to water penetration, expansion and contraction of the concrete due to temperature changes.

(d) No transferee of any Unit shall acquire any "air rights" or easements for light or air appurtenant to his or her ownership of such Unit. The views from any Unit or from the Common Elements are subject to change over time due to development and other eventualities.

(e) All surface parking spaces are shared with other Unit Owners and Residents and are available on a first-come, first-served basis only.

(f) The Floor Plans and any dimensions or square footage calculations shown thereon are approximations. It is the responsibility of each Unit Owner and Resident to investigate such measurements for purposes of determining the accuracy thereof.

(g) The Association may, from time to time, provide measures of security on the Condominium property, including limited access gates and building access systems. In addition, the complex of which the Condominium is a part may from time to time provide security measures for the common areas shared by the Condominium. However, the Association is not a provider of security, and none of said parties shall have any duty to provide security on the Condominium property. The obligation to provide security lies solely with each Unit Owner individually. The Association shall not be held liable for any loss or damage by reason of failure to provide security or ineffectiveness of security measures undertaken, if any.

(h) Mold and mildew can grow in any portion of the Condominium that is exposed to elevated levels of moisture. The Association and each Unit Owner agree to: (i) regularly inspect the parts of the Condominium that they respectively maintain, and which are visible and accessible without having

to first conduct invasive testing, for the existence of mold, mildew, and/or water intrusion and/or damage; (ii) upon discovery, immediately repair in a good and workmanlike condition the source of any water intrusion in the parts of the Condominium that they respectively maintain; (iii) remediate or replace any building material located in the parts of the Condominium that they respectively maintain that has absorbed water or moisture as a result of water intrusion; and (iv) promptly and regularly remediate all mold and/or mildew discovered in the parts of the Condominium that they respectively maintain in accordance with current industry-accepted methods. In addition, the Association agrees to notify the Units Owners, and each Unit Owner agrees to notify the Association of the discovery of mold, mildew and/or water intrusion and/or damage in the parts of the Condominium that they respectively maintain.

**15. Easements.**

(a) Unit Owner Easements. Each Owner of a Unit, and such Owner's tenants, Residents and guests, where applicable, shall have the following rights and easements, which shall be appurtenant to and shall pass with the title to such Unit:

(i) a non-exclusive easement of support which shall burden any portion of any other Unit or the Common Elements which supports or which contributes to the support of such Unit;

(ii) a non-exclusive easement over and upon any and all Common Elements which have not been assigned as Limited Common Elements to any other Unit or Units, subject only to other restrictions set forth elsewhere herein and to the right of the Board to adopt and enforce reasonable rules and restrictions governing the use thereof;

(iii) a non-exclusive easement, for repair and maintenance, over and upon any portion of the Common Elements; or any other Unit in which are located any ducts, conduits, pipes, wires or other such systems or apparatus serving the Unit; and

(iv) any and all other easements and other such rights as provided under the Condo Act or any other applicable law.

**16. Amendments.** Except for amendments which require any greater or lesser vote of the Association as provided elsewhere herein or in the Bylaws, or which require only the approval of the Board, this Declaration may only be amended by the affirmative vote of at least sixty-seven percent (67%) of the total eligible vote of the members of the Association at any annual meeting, or any special meeting called for that purpose, or by written consent of the members in lieu of a meeting or any special meeting in lieu of a meeting to the extent permitted by the Bylaws, subject to Section 44-3-93 of the Condo Act. All amendments, to be effective, shall be executed by the association, in recordable form, and filed in the Fulton County, Georgia real estate records.

**17. Eminent Domain.** The Association shall have the right to represent the Unit Owners in any eminent domain or condemnation proceedings, and to apply the proceeds of any taking, or sale in lieu thereof, in any manner not prohibited by the Condo Act or any other applicable law. Nothing contained herein shall be construed as giving any Unit Owner or other person priority over any Mortgagee to any condemnation awards for the taking of any portion or all of the Common Elements.

# 18. **Special Provisions Applicable to Mortgage Holders.**

(a) Rights of Mortgage Holders. The approval or consent of no less than sixty seven percent (67%) of the holders ("Mortgagees") of first priority mortgages on Units ("Mortgages"), or Owners of any unencumbered Units, shall be required for any of the following acts of the Association or the Unit Owners:

- (i) voluntary or inadvertent abandonment or termination the Condominium;
- (ii) modification of the pro rata interest or obligations of any individual Unit for the purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or determining the pro rata share of ownership of each Unit in the Common Elements other than in the case of expansion of the Condominium as provided in Paragraph 20 hereof;
- (iii) partition or subdivision of any Unit in any manner inconsistent with the provisions of this Declaration;
- (iv) voluntary or inadvertent abandonment, partition, subdivision, encumbrance, sale or transfer of the Common Elements or any portion thereof, other than the granting of easements or licenses as authorized herein; or
- (v) the use of hazard insurance proceeds for losses to any portion of the Condominium (whether to Units or to Common Elements) for any purposes other than the repair, replacement, or reconstruction of the same.

In addition to the above, material amendments to this Declaration must be approved by the Mortgagees of Units which represent at least fifty-one percent (51%) of the votes of Units that are subject to Mortgages. Material amendments are those which establish, provided for, govern or regulate any of the following:

- (i) Voting;
- (ii) Assessments, assessment liens or subordination of such liens;
- (iii) Reserves for maintenance, repair and replacement of the Common Element;
- (iv) Insurance or fidelity bonds;
- (v) Rights to use of the Common Elements;
- (vi) Responsibility for maintenance and repair of the Condominium;
- (vii) Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;
- (viii) Boundaries of any Unit;
- (ix) The interests in the Common Elements or Limited Common Elements;
- (x) Convertibility of Unit into Common Elements or of Common Elements into Units;
- (xi) Leasing of Units;
- (xii) Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his or her Unit in the Condominium;
- (xiii) Establishment of self-management by the Association where professional management has been required by any of the agencies or corporations set forth below; and
- (xiv) Amendment of any provisions which are for the express benefit of holders, insurers or guarantors of Mortgages on Units in the Condominium.

Notwithstanding the foregoing, the Board, without the necessity of approval by Mortgagees or Unit Owners, may amend this Declaration to correct any scrivener's errors, to 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, the Department of Housing and Urban Development or the Veterans Administration pursuant to federal law.

The provision of this Section 18(e) 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 Condo Act, the Association Bylaws or this Declaration for any of the acts listed above. Any action to challenge the validity of an amendment adopted under this Section 18 must be brought within one (1) year of the effective date of such amendment. No action to challenge such amendment may be brought after such time.

(b) Liability for Prior Assessments. Where the holder of a first mortgage of record, a secondary purchase money mortgage of record (provided that neither the grantee nor any successor grantee on the secondary purchase money mortgage is the seller of the Unit) or other purchaser of a Unit obtains title pursuant to judicial or non-judicial foreclosure of any such mortgage, it shall be liable, and 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 common expenses collectible from the Owners of all Units (including said Owner and its successors and assigns) in proportion to their respective liability for common expenses generally. Nothing contained herein shall be construed as limiting or abating said Owner's responsibility for assessments and other charges accruing subsequent to the passage of title, including, but not limited to, all charges for the month in which title is passed.

(c) Request for Notice by Insurer Guarantor or Mortgage Holder. Any insurer, guarantor or Mortgagee, upon written request to the Association, shall be entitled to timely written notice of the following at the address specified in such written request:

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

(ii) any proposed termination of the Condominium;

(iii) any condemnation or casualty loss which affects said Unit or a material portion of the Condominium;

(iv) any delinquency in the payment of assessments or charges owed by the Owner(s) of said Unit, or any other default in the performance of any other obligation hereunder, which is not cured within sixty (60) days;

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

(vi) any proposed action which requires the consent of a specified percentage of mortgage holders, as set forth herein or in the Condo Act.

In addition, upon written request any Mortgagee shall be entitled to a copy of the financial statement of the Association for the immediately preceding fiscal year.

(d) De Facto Approval and Consent. To the extent permitted by the Condo Act, if any Mortgagee of a Unit receives notice from the Association or the Unit Owner of any amendment to this Declaration or other action affecting the Unit and/or the Common Elements, and fails to respond to the same within thirty (30) days of the date of such notice, then such Mortgagee shall be deemed to have approved such amendment or other action, notwithstanding anything to the contrary contained herein, provided that such request was delivered to the Mortgagee by registered or certified mail, return receipt requested, or by statutory overnight delivery.

(e) No Derogation of Rights. Notwithstanding anything to the contrary contained in Sections 12 or 13 above or elsewhere in this Declaration, nothing contained herein shall impair the right of any Mortgagee to foreclose or take title to a Unit pursuant to remedies contained in its security instruments, to take a deed or assignment in lieu of foreclosure, or to sell, lease, or otherwise dispose of a Unit thus acquired by the Mortgagee. In addition, nothing contained herein or in any rules or regulations of the Association shall be deemed to limit in any way the rights of mortgage holders as set forth in the Condo Act and any other applicable laws.

#### 19. **Miscellaneous.**

(a) Notice. Any notice to the Owner or Resident of a Unit which is provided for in this Declaration may be served personally or mailed to the Owner or Resident at the address of the Unit.

(b) Enforcement. The provisions of this Declaration are for the benefit of the Owners of Units in the Condominium and, in addition to the enforcement rights of the Association, these provisions may be enforced by any such Owner. However, any claim or dispute with regards to any Unit or Units, as opposed to the Common Elements, must be prosecuted solely by the Owners of said Unit or Units individually, rather than by the Association on their behalf.

In addition to the foregoing, the Association shall have the right to impose reasonable monetary fines and suspension of use and voting privileges as provided in O.C.G.A. Section 44-3-76, as amended (which shall not be construed as limiting any other legal means of enforcement) to enforce the provisions of this Declaration and any rules and regulations or use restrictions set forth on Exhibit "D" attached hereto. Any fines imposed in accordance with the Condominium Instruments and Section 44-3-76 of the Act shall be an assessment against the Unit and may be collected in the manner provided for collection of other assessments. Fines may be levied against Owners or Residents. If a fine is first levied against an Resident and is not timely paid, the fine may then be levied against the Owner.

The Association shall have the right to pursue any and all remedies available under Georgia law and this Declaration for violations of the Declaration, Bylaws and any use restrictions or rules and regulations adopted by the Board of Directors, which may include, the imposition of monetary fines, the right of abatement, subject to applicable notice and cure provisions, filing a lawsuit for injunctive relief and, under certain circumstances, the garnishment of rent from Residents.

(c) Governing Law. This Declaration shall be governed by and construed under the laws of the State of Georgia.

(d) Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given

effect without the invalid provision or application. To this end, the provisions of this Declaration are declared to be fully severable.

(e) Headings. The headings and captions of each section and subsection hereof, as to the contents of each such section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to such section or subsection.

(f) Definitions. All capitalized terms not herein defined shall have the meanings as specified in the Condo Act, or if not defined therein, then such terms shall have their generally accepted meanings.

(g) Duration. The provisions of this Declaration are perpetual in nature and are not terminable except in accordance with Section 44-3-98 of the Condo Act, as the same may be amended from time to time.

(h) Residents Bound. All provisions of the Declaration, Bylaws, rules and regulations, use restrictions which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Residents and the guests and invitees of Owners and Residents. The Owner shall be responsible for insuring that the Residents, guests, invitees and licensees of the Owner and Resident strictly comply with all provisions of the Declaration, Bylaws, rules and regulations and use restrictions. Fines may be levied against Owners or Residents. If a fine is first levied against a Resident and is not timely paid, the fine may then be levied against the Owner.

**EXHIBIT "C"****To the Declaration of Condominium for The Reserve of Dunwoody****BYLAWS OF  
THE RESERVE OF DUNWOODY CONDOMINIUM ASSOCIATION, INC.****ARTICLE I GENERAL**

1.01 Applicability. These Bylaws provide for the organization and governance of The Reserve of Dunwoody Condominium Association, Inc. (the "Association"), in accordance with the Georgia Nonprofit Corporation Code, O.C.G.A. § 14-3-101, *et seq.* (the "Nonprofit Corporation Code"), the Georgia Condominium Act, O.C.G.A. 44-3-70, *et seq.* (the "Condo Act"), the Articles of Incorporation for the Association, filed with the Georgia Secretary of State (the "Articles"), and the Declaration of Condominium for The Reserve of Dunwoody Condominium (the "Condominium"), filed in the real estate records of Fulton County, Georgia (the "Declaration"), all as may be amended from time to time.

1.02 Definitions. All capitalized terms used herein shall have the meanings as specified in the Declaration, or if not defined therein, then as specified in the Nonprofit Corporation Code, or if not defined therein, and then such terms shall have their generally accepted meanings.

**ARTICLE II  
MEMBERSHIP AND MEETINGS OF THE MEMBERS**

2.01 Membership. Each owner of a Unit in the Condominium (a "Unit Owner," and collectively the "Unit Owners") shall be automatically a member of the Association upon the vesting of his or her ownership of a Unit. Membership may not be assigned or transferred independent of the Unit to which it is appurtenant. Each Unit in the Condominium shall be entitled to one (1) vote, which may be exercised by the owner or owners of such Unit as they see fit. If only one owner of a Unit which is owned by more than one person casts a vote at any meeting of the members, it shall be conclusively presumed that such person is authorized to cast such vote. If two (2) or more owners of a Unit cast votes at any meeting of the members, the Association may disregard all such votes cast, provided that any such Unit may still be counted in determining whether a quorum is present at such meeting.

2.02 Annual Meetings. The annual meeting of the members of the Association shall be held at the registered office of the Association or at such other place as may be determined by the Board of Directors, during the fourth (4th) quarter of each fiscal year, for the purpose of electing directors and transacting such other business as may properly be brought before the meeting.

2.03 Special Meetings. Special meetings of the members of the Association may be called by the President of the Association, and any such meetings shall be held at the registered office of the Association or at such other place as may be designated in the notice for any such meeting. Special meetings shall be called by the President when so directed by the Board of Directors or at the request in writing of members of the Association holding, collectively, at least fifteen percent (15%) of the authorized votes of the Association. Any such request shall state the purpose or purposes for which the meeting is to be called.

2.04 Notice of Meetings. Written notice of every meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given by or at the direction of the President to each member of the Association entitled to vote at such meeting. Such notice shall be



delivered no less than twenty-one (21) nor more than forty-five (45) days before the date of any annual meeting. Such notice shall be delivered no less than seven (7) nor more than forty-five (45) days before the date of any special meeting. If mailed, such notice shall be deemed delivered when deposited in the United States mail with first class postage thereon prepaid, addressed to each member of the Association at his or her address as it appears in the Association's records, or if no such address exists in the Association's records, then at the address of his or her Unit.

2.05 Waiver of Notice. Attendance of a member of the Association at any annual or special meeting of the members, either in person or by proxy, shall constitute a waiver of notice of such meeting and of all objections to the place or time of meeting, or the manner in which it has been called or convened, except when a member attends a meeting solely for the purpose of stating such objection. Notice need not be given to any member who signs a waiver of notice, in person or by proxy, before, during or after the meeting.

2.06 Quorum. Members entitled to cast one-third (1/3) of the total eligible Association vote, present in person or represented by proxy, shall constitute a quorum for the transaction of business at all meetings of the members except as otherwise provided by statute, by the Articles or elsewhere in these Bylaws. When a quorum is once present at a meeting, it is not broken by the subsequent withdrawal of any of those present. Members whose voting privileges have been suspended or revoked shall not be counted in determining the presence of a quorum. If a quorum is not present or represented at any meeting of the members, a majority of the members present or represented at the meeting and entitled to vote may adjourn such meeting. When a meeting is adjourned to another time or place, it shall not be necessary to give any notice of the adjourned meeting other than an announcement at the meeting at which the adjournment is taken. If a quorum is present or represented at such adjourned meeting, any business may be transacted which might have been transacted at the meeting as originally notified. However, if the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each member of the Association entitled to vote at the adjourned meeting.

2.07 Voting. When a quorum is present at any meeting, a majority of the eligible Association vote shall decide any question brought before such meeting, unless the question is one upon which, by express provision of law, of the Articles or of these Bylaws, a different vote is required, in which case such express provision shall govern and control. No member shall be entitled to vote on any matters brought before the membership if such member is more than thirty (30) days delinquent in the payment of assessments or if such member's voting privileges have been suspended pursuant to these Bylaws or the Declaration. For all purposes of these Bylaws, the term "eligible Association vote" shall refer to the votes of all members of the Association whose voting privileges have not been so suspended or revoked.

2.08 Proxy. Any member of the Association may appear at any meeting of the members and cast his or her vote by written proxy duly executed by the member and setting forth the meeting at which, or the time period during which, the proxy is valid. All proxies must be signed and dated by the member giving the proxy. Proxies must be delivered to the Board before or at any meeting at which the same is to be used. Proxies may be revoked only by written notice delivered to the Board, except that: (a) the presence in person by any member at a meeting for which a proxy has been given by that member shall automatically invalidate the proxy for that meeting; and (b) a proxy shall automatically be deemed invalidated by any subsequently dated proxy. Notwithstanding anything to the contrary contained herein, no member may vote by proxy if such member's voting privileges have been suspended or revoked, and

no holder of a proxy may exercise that proxy if he or she is a member whose voting privileges have been suspended or revoked.

2.09 Consent of Members. Any action required or permitted to be taken at a meeting of the members of the Association may be taken without a meeting if a written consent, setting forth the action so taken, shall be signed by those persons who would be entitled to vote not less than the minimum number of votes necessary to authorize such action at a meeting at which all members entitled to vote were present and voted. Within ten ( 10) days following the taking of a corporate action without a meeting by less than the unanimous written consent of the members pursuant to this Section, notice shall be given to those persons or entities who where members as of the record date and who were not represented on the written consent. For purposes of this Section only, the record date shall be the date on which the consent is first executed, and the action shall be deemed taken when such consent is executed by the last necessary signature, unless another effective date is specified by the terms of such written consent. A written consent executed pursuant to this Section shall have the same force and effect as a vote at a meeting of the members represented on the executed consent. Any article or document filed with the Georgia Secretary of State referencing a member consent executed pursuant to this Section shall state, if true, that the notice required by this Section has been given.

2.10 List of Members. The Association shall keep at its registered office, a record of the owners of all Units in the Condominium, giving their names and the address of each. The officer who has charge of the books of the Association shall prepare and make, before every meeting of members of the Association or any adjournment thereof, a complete list of the members entitled to vote at the meeting or any adjournment thereof, arranged in alphabetical order, with the address of each. The list shall be produced and kept open at the time and place of the meeting and shall be subject to inspection by any member during the whole time of the meeting for the purposes thereof. The said list may be the Association's official record of members if it is arranged in alphabetical order or contains an alphabetical index.

### ARTICLE III BOARD OF DIRECTORS

3.01 Powers. Except as otherwise provided by the Declaration or any legal agreement among the members of the Association, the property, affairs and business of the Association shall be managed and directed by its Board of Directors, which may exercise all powers of the Association and do all lawful acts and things which are not by law, by the Declaration or any legal agreement among the members of the Association, by the Articles or by these Bylaws, directed or required to be exercised or done by the members. Without limiting the generality of the foregoing, the Board shall have the power to enact rules and regulations to govern use of the Condominium and the Units, consistent with the Declaration, and shall have the power to enforce the same to the greatest extent allowed under the Declaration and the Condo Act.

3.02 Selection and Qualifications. The directors shall be elected by plurality vote at the annual meeting of the members of the Association, except as hereinafter provided. Directors must be natural persons who have attained the age of eighteen (18) years. Each director must be a resident of the United States and either (a) a member in good standing of the Association, (b) the spouse of a member in good standing, (c) the tenant of a Unit owned by a member in good standing, or (d) the authorized representative of a member in good standing which is a corporation or other such legal entity. No more

than one (1) owner, spouse, tenant or other representative of a single Unit may serve on the Board at the same time.

3.03 Number and Term. The number of Directors shall be five (5). The number of directors may be increased or decreased from time to time by resolution of the holders of at least seventy-five percent (75%) of the authorized votes of the Association, subject to the provisions of these Bylaws, provided that no decrease in the number of directors shall have the effect of shortening the term of an incumbent director. At the first annual meeting after these Bylaws have been adopted, the Board shall elect five (5) members as follows: three (3) directors shall serve an initial term of two (2) years and two (2) directors shall serve an initial term of one (1) year. Thereafter, all directors shall be elected to a two (2) year term and shall serve in office until their successors are duly elected.

3.04 Vacancies. Vacancies, including vacancies resulting from any increase in the number of directors, but not including vacancies resulting from removal from office by the members of the Association, may be filled by a majority of the directors then in office, though less than a quorum, and a director so chosen shall hold office until the next annual meeting of the members. If there are no directors then remaining in office, such vacancies shall be filled by election of the members at the next annual meeting or at a special meeting called for such purpose or by written consent of the members.

3.05 Meetings of the Directors. The Board of Directors shall hold an annual meeting, without call, immediately after the annual meeting of the members of the Association. By resolution, the Board may establish a date or dates on which regular meetings of the Board or any committee shall be held between annual meetings. Special meetings of the Board may be called at any time by the President or by any two (2) directors.

3.06 Place of Meetings. Meetings of the Board of Directors or committees of the Board shall be held at any place within the State of Georgia as the Board may designate by resolution, or if no resolution is in force, then at the registered office of the Association, or at such other place as the annual meeting of the members shall have been held immediately preceding such meeting, or at such other place as shall have been designated in the notice of the meeting.

3.07 Notice Requirements. Notice of annual and other regular meetings of the Board of Directors or any committee need not be given. Notice of any special meeting, setting forth the place and the day and hour of the meeting, shall be given to each director or committee member, as the case may be, by oral, telegraphic or written notice given to each director or committee member personally not less than three (3) days before the meeting, or by written notice deposited in the United States mail, first class postage prepaid, postmarked at least five (5) days prior to the date of the meeting. Neither the business to be transacted at, nor the purpose of any regular or special meeting, need be specified in the notice or any waiver of notice.

3.08 Waiver of Notice. Attendance by any director at a meeting of the Board or any committee shall constitute a waiver of notice of such meeting and waiver of all objections to the place and time of the meeting, or to the manner in which it has been called or convened, except when the director states, at the beginning of the meeting, any such objection or objections to the transaction of business. Whenever the Board or any committee of the Board is authorized to take action only after notice to its members, the action may be taken with notice to fewer than all such members if at any time prior to completion of the action, the member or members not receiving such notice submits to the Board or committee, as the case may be, a signed waiver of notice.

3.09 Quorum. At all meetings of the Board or any committee of the Board, a majority of members shall constitute a quorum for the transaction of business, and the act of a majority of the members present at any meeting at which there is a quorum shall be the act of the Board or of the committee, as the case may be, except as may be otherwise specifically provided by law, by the Articles or by these Bylaws. Common or interested members may be counted in determining the presence of a quorum at a meeting of the Board or a committee, as the case may be, and a quorum is not broken by the subsequent withdrawal of any of those present. If a quorum shall not be present at any meeting of the Board or a committee, the members present at such meeting may adjourn the meeting without notice, other than announcement at the meeting, until a quorum shall be present.

3.10 Presumption of Assent. A director who is present at a meeting of the Board or any committee thereof, shall be presumed to have concurred in any action taken at the meeting, unless such director's dissent to such action shall be entered in the minutes of the meeting, or unless such director shall submit his or her written dissent to the person acting as the Secretary of the meeting before the adjournment of the meeting or shall forward such dissent by registered or certified mail to the Secretary of the Association within twenty-four (24) hours after the adjournment of the meeting. Such right to dissent shall not apply to a director or committee member who, being present at the meeting, failed to vote against such action.

3.11 Action by Consent. Unless otherwise restricted by the Articles or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board or the committee, as the case may be, consent thereto in writing, setting forth the action so taken, and the writing or writings are filed with the minutes of the proceedings of the Board or committee. Such consent shall have the same force and effect as a vote taken at a meeting of the Board or the committee, as the case may be.

3.12 Removal of Directors. At any meeting of the members of the Association with respect to which notice of such purpose has been given, any director may be removed from office, with or without cause, by a majority of the eligible Association vote, and his or her successor may be elected at the same or any subsequent meeting of the members; provided that to the extent any vacancy created by such removal is not filled by such an election within sixty (60) days after such removal, the remaining directors shall, by majority vote, fill any such vacancy.

3.13 Compensation of Directors. Directors shall not be entitled to compensation, but may be reimbursed for authorized expenses reasonably incurred either on behalf of the Association or in connection with the performance of their duties as directors.

#### ARTICLE IV OFFICERS

4.01 Designation. The officers of the Association shall be chosen by the Board of Directors and shall include a President, a Secretary and a Treasurer. Any number of offices may be held by the same person. The Board of Directors may appoint such other officers and agents as it shall deem necessary that shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board. Election or appointment of an officer shall not of itself create any contract or other rights to such office or to any compensation payable by virtue thereof.

4.02 Qualifications. Officers shall be natural persons who have attained the age of eighteen (18) years. Officers must be members of the Board of Directors of the Association.

4.03 Compensation. The officers of the Association shall not be entitled to any compensation, but may be reimbursed for authorized expenses reasonably incurred either on behalf of the Association or in connection with the performance of their duties as officers.

4.04 Term of Office. Unless otherwise provided by resolution of the Board of Directors, the principal officers shall be chosen annually by the Board at the first meeting of the Board following the annual meeting of members of the Association, or as soon thereafter as is conveniently possible. Each officer shall serve for a term of two (2) years, or until his or her successor shall have been chosen and qualified, or until his or her death, resignation or removal.

4.05 Removal. Any officer may be removed from office at any time, with or without cause, by action of the Board of Directors whenever in its judgment the best interest of the Association will be served thereby.

4.06 Vacancies. Any vacancy in an office resulting from any cause may be filled by the Board of Directors at its annual meeting or at a special meeting called for such purpose.

4.07 Powers and Duties. Except as hereinafter provided, the officers of the Association shall each have such authority and perform such duties in the management of the Association as usually appertain to such officers of nonprofit corporations, except as may be otherwise prescribed by the Board of Directors. In addition, the Board may grant special powers or authority to any officer or officers by resolution or other action.

(a) President. The President of the Association shall exercise general supervision and control over all the business and affairs of the Association shall see that all resolutions of the Board of Directors are carried into effect, and shall supervise the carrying out by the other officers of their respective duties.

(b) Secretary. The Secretary of the Association shall be the custodian of and shall maintain the corporate books and records of the Association; shall be the recorder of the Association's formal actions and transactions; shall attend all meetings of the Board of Directors and of the members; shall record all proceedings of such meetings in a book to be kept for that purpose; and shall give or cause to be given notice of all meetings of the members, all special meetings of the Board of Directors, and as otherwise required by law, the Articles or these Bylaws.

(c) Treasurer. The Treasurer of the Association shall be its chief fiscal officer and the custodian of its funds, securities and properties; shall keep full and accurate accounts of receipt and disbursements in books belonging to the Association and to deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors; and shall disburse the funds of the Association for proper expenses.

## ARTICLE V INDEMNIFICATION

5.01 General. The Association may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that such person is or was a director, officer, employee or agent of the Association,

or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, if he or she acted in a manner which he or she reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in a manner which he or she reasonably believed to be in, or not opposed to, the best interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful. However, notwithstanding anything to the contrary contained herein, no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

5.02 Successful Defense. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 5.01 above, or in defense of any claim, issue or matter therein, then such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

5.03 Authorization. Any indemnification under Section 5.01 above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that the indemnification of the director, officer, employee or agent is proper in the circumstances because such person has met the applicable standard of conduct set forth in Section 5.01 above. Such determination shall be made: (a) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such a quorum is not obtainable, or even if obtainable, if a quorum of disinterested directors so directs by independent legal counsel in a written opinion; or (c) by the affirmative vote of at least seventy-five percent (75%) of the eligible Association vote.

5.04 Expenses in Advance of Disposition. Expenses of a proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized in the specific case upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that such person is entitled to be indemnified by the Association as authorized in this Article V.

5.05 Non-Exclusive Remedy. The indemnification and advancement of expenses provided for hereunder shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any provision of these Bylaws, or any resolution or agreement, either specifically or in general terms, approved by the affirmative vote of the holders of at least seventy-five percent (75%) of the eligible Association vote taken at a meeting, the notice of which specified that such Bylaws provision, resolution or agreement would be placed before the members of the Association, both as to action by a director, officer, employee or agent in his or her official capacity and as to action in another capacity while holding such office or position, except as otherwise provided in the Nonprofit Corporation Code. The indemnification and advancement of expenses provided or granted

pursuant to this Section shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent, and shall inure to the benefit of the heirs, executors and administrators of such person.

5.06 Insurance. The Association may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against such person and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify such person against such liability under the provisions of this Article V.

5.07 Notice. If any expenses or other amounts are paid by way of indemnification, otherwise than by court order or action by the members of the Association, or by an insurance carrier pursuant to insurance maintained by the Association, the Association shall, not later than the next annual meeting of members, unless such meeting is held within three (3) months from the date of such payment and, in any event, within fifteen (15) months from the date of such payment, send by first class mail to its members of record at the time entitled to vote for the election of directors, a statement specifying the persons paid, the amount paid, and the nature and status at the time of such payment of the litigation or threatened litigation.

## ARTICLE VI GENERAL PROVISIONS

6.01 Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise fixed by resolution of the Board of Directors.

6.02 Seal. The corporate seal shall have inscribed thereon the name of the Association and the words "Corporate Seal." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise. In the event it is inconvenient to use such a seal at any time, the signature of any otherwise authorized officer of the Association followed by the words "Corporate Seal" enclosed in parentheses, shall be deemed the seal of the Association.

6.03 Amendments. Except as otherwise provided herein, the members shall have the power to alter, amend or repeal these Bylaws, or to adopt new Bylaws, by vote of the holders of at least two-thirds (2/3) of the eligible Association vote. All duly approved amendments to these Bylaws shall be executed in recordable form by the President and Secretary of the Association, and shall be recorded in the Fulton County, Georgia real estate records. No amendment to these Bylaws shall take effect until the recordation of the same.

6.04 Fining Procedure. The Board shall not impose a fine (a late charge shall not constitute a fine) unless and until the following procedure is followed:

(a) Written notice shall be delivered to the member by personal delivery at the Unit, electronically, or first-class or certified mail sent to the address of the member shown on the Association's records, specifying:

(1) the nature of the violation, the fine to be imposed and the date, not less than five (5) days from the date of the notice, that the fine will take effect;

(2) that the violator may, within five (5) days from the date of the notice request a hearing before the Board regarding the fine imposed;

(3) the name, address and telephone numbers of a person to contact to request a hearing;

(4) that any statements, evidence, and witnesses may be produced at the hearing; and

(5) that all rights to have the fine reconsidered are waived if a hearing is not requested within five (5) days of the date of the notice or, in the event of an unapproved sign, twenty-four (24) hours from the date of the notice.

(b) If a hearing is requested, it shall be held before the Board in executive session, and the violator shall be given a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing. Except for the display of unapproved signs, the fine shall run from the date that a decision is made by the Board at the conclusion of the hearing or such later date as the Board may determine. With respect to fines resulting from the display of an unapproved sign, if the Board does not decide to remove the fine for the violation after the hearing, the fine shall run from the date which is twenty-four (24) hours after notice of the violation was provided pursuant to Section 6.04(a) hereof.



**Exhibit "D"**

**To the Declaration of Condominium for**

**The Reserve of Dunwoody**

**Rules and Regulations for the Owners and Residents**

**of The Reserve of Dunwoody**

1. General Information:
  - i) The Association
  - ii) The Board
  - iii) The Management Company
  - iv) Authority and Enforcement
  - v) Violation and Disputes
  - vi) Web Site
2. Property Management:
  - i) Unit Use Restrictions
  - ii) Leases of Units
  - iii) Resident Parking
  - iv) Signage
  - v) Window and Window Treatment
  - vi) Antennas
  - vii) Safety Devices
3. Insurance:
  - i) Building Insurance
  - ii) Owner Insurance
  - iii) Personal Property Insurance
4. Maintenance:
  - i) General Building Repairs
  - ii) Pest Control
  - iii) Termite Control
  - iv) Plumbing Leaks
  - v) Roof and Skylight Leaks
  - vi) Chimney and Flues
5. Architectural Standards
  - i) Decks, Patios and Landings
  - ii) Landscaping
  - iii) Sidewalks, Entry Passages, Stairs and Landings

6. Residents Amenities
  - i) Pool Restrictions
  - ii) Pool Rules
  - iii) Tennis Court Rules
  - iv) Children's Play Area Rules
  - v) Bicycle Hut Rules
  - vi) Common Elements
7. Miscellaneous:
  - i) BBQ Grills
  - ii) Trash
  - iii) Animal and Pets
  - iv) Vehicle Parking
  - v) Yard Sales
  - vi) Nuisance
  - vii) Other
8. Important Phone Numbers
9. Amendments

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1. General Information:i) The Association

The Reserve of Dunwoody Condominium Association is composed of all Unit owners at the property, The Reserve of Dunwoody.

ii) The Board

The Board is responsible for managing the affairs of the Association. The Board makes all decisions for the Association and directs the Management Company on how to implement their instructions. The day-to-day operations of the Association are handled through the Management Company.

iii) The Management Company

Currently, the business of the Association is handled by a professional Management Company, BridgeLease LLC. The Association may, at its discretion, appoint other companies to manage the day-to-day operations of the Association.

The Management Company should be contacted regarding all maintenance and emergency situations occurring on the property. BridgeLease tel: 404. 374. 7075  
Office Hours: Monday through Friday 9am – 5pm.

The Management Company has a part time Resident Manager on the property, which is the first point of contact for all Residents for any complaints or other issues arising on the property. Resident Manager. Tel: [            ].  
For emergencies such as fire; serious injury, flood etc., telephone # 911.

iv) Authority and Enforcement

The Board of the Association has the power and the authority to impose fines against both Owners and Lessees/Tenants/Residents for infringement of these 'Rules and Regulations'. In the event of serious and/or repeated infringement the Association may institute legal action against such Owner and/or Resident in any judicial or administrative body of competent jurisdiction, which may result in the garnishment of rent.

These Rules and Regulations may be amended by the Board from time to time, and the Board has the power to enforce the same and the provisions thereof by fines and special assessments.

The Board has delegated to the Management Company responsibility for the application and enforcement of these 'Rules and Regulations'.

Additional information concerning Authority and Enforcement can be found in the By-Laws of the Association.

v) Violations and Disputes

Any Resident wishing to report an infringement of these Rules and Regulations or any other issues affecting the Resident's enjoyment of the property should contact the Resident Manager AND submit the details in writing to the Management Company.

vi) Web Site

Each Resident has access to the Tenant/Owner portal through the Bridge-Lease website. From this portal, Residents may view their accounts, submit requests, and read notices. For assistance in account set-up, please send an email to [accounting@bridgeleasellc.com](mailto:accounting@bridgeleasellc.com).

2. Property Managementi) Unit Use Restrictions

Each Unit shall be used for residential purposes only. Exceptions that allow an Owner or Resident to conduct business activities within the Unit are:

1. The existence or operation of the business activity is not apparent or detectable by sight, sound or smell from the exterior of the Unit;
2. The business activity does not involve persons coming onto the property who do not reside on the property;
3. The business activity conforms to all zoning requirements for the property; and
4. The business activity does not compromise or affect the Associations Insurance cover or cost of that cover.

ii) Leases of Units

All rental agreements/ leases must contain a clause that advises tenants and occupants that they must follow the Association governing documents, and specifically the "Rules and Regulations for Owners and Residents of the Reserve of Dunwoody".

The 'Rules and Regulations' must be included as an integral part of the Lease and must be signed by the Tenant, at the time of signature of the Lease.

The Association has the right, delegated to the Board, to assume a Unit Owner's right to enforce the terms of a Lease, to evict a Tenant, as provided for by law and in the Lease.

iii) Resident Parking

Within ten (10) days of execution of the rental agreement the Owner, or Leasing Agent for the Owner, shall provide the Management Company with a copy of the executed Lease, the name and telephone number of the Tenant and the names of all other Residents of the Unit.

A list and vehicle registration number of vehicles to be permanently parked in the Community must be included, to enable the Management Company to issue parking permit stickers.

No boat, campers, jet skis or other recreational vehicle or equipment may be stored on the property. Any abandoned vehicles or vehicles which are disabled or in obvious disrepairs will be towed away, at the Owner's expense.

iv) Signage

No signage shall be visible from outside of any Unit except as approved by the Board, provided that all such approvals shall be made based on objective, consistent standards developed from time to time by the Board. In addition, the Board may adopt rules and regulations governing the installation and display of signs on the Common Elements.

v) Window and Window Treatments

All window treatments shall be white or off-white as visible from outside a Unit. Under no circumstances may any Unit Resident install window bars or similar devices on any window or exterior door of a Unit.

vi) Antennas

No exterior antenna, receiving dish or similar apparatus of any kind for receiving or transmitting of radio or video signals shall be placed, allowed or maintained on the Common Elements, without first obtaining the approval of the Board; provided, however, no such approval shall be necessary to install within a Unit: (a) antennas designed to receive direct broadcast satellite services, including direct-to-home satellite services or to receive or transmit fixed wireless signals via satellite, that are one meter or less in diameter; (b) antennas designed to receive video programming services via broadband radio service or to receive or transmit fixed wireless signals other than via satellite that are one meter or less in diameter or diagonal measurement; or (c) antennas that are designed and intended to receive television broadcast signals. Installation of any permitted antenna shall be in accordance with any applicable rules and regulations of the Association, subject to the applicable provisions of any rules and regulations of the Federal Communications Commission.

vii) Safety Devices

Each Resident of a Unit shall ensure that the Unit is equipped with at least one smoke detector per four hundred (400) square feet of heated and cooled space in such Unit, shall maintain the same (including batteries) in good working order, and shall maintain or install any other safety or hazard-reducing devices or equipment as reasonably required by the Board from time to time.

3. Insurance

i) Building Insurance

The Association maintains an insurance policy which covers the common areas of the property. This policy also includes coverage for fire and extended coverage for the amount of full replacement value of all structures within the property. The policy includes liability insurance policies for incidents occurring in the common

areas. Officers/Director's liability insurance is also covered by the Association policy.

The Association insurance excludes fixtures, appliances, wall coverings, floor coverings and any other improvement made to the Units by their Owners or Residents.

In the event of an insured loss, any required deductible shall be paid by the person or persons who would be responsible for such loss in the absence of insurance. If the loss affects more than one (1) Unit or a Unit and the Common Elements, the cost of the deductible may be apportioned equitably by the Board among the parties suffering loss in proportion to each affected Person's portion of the total cost of repair or otherwise as the Board determines to be equitable; provided, however, the amount of the deductible which may be allocated to an Owner for a Unit shall not exceed Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) or such higher amount as authorized by the Condo Act, per casualty loss covered under any insurance required to be maintained by the Association pursuant to the Condo Act.

ii) Owner Insurance

Unit Owners are required to maintain insurance policies covering the fixtures, fittings etc. in their Units and any upgrade to their Units. This insurance must include any consequential damages to any other Units or common elements due to any occurrence originating within the Owners' Unit.

Owners are required to evidence such insurance by sending a copy of their insurance policy to the Management Company, and confirmation each year of the renewal of such cover.

iii) Personal Property Insurance

The Association and Owner's insurance policies do not cover the personal property of the Residents. It is strongly recommended that each Resident obtain and maintain comprehensive insurance covering their personal property and valuables.

4. Maintenance

No architectural alteration shall be made to any Unit without approval of the Board.

i) General Building Repairs

The Association is responsible for the maintenance of the Common Elements and Limited Common Elements. Individual Unit Owners are responsible for the maintenance of their Units.

Any requirement for Unit repairs should be addressed to the Unit Owner and the Property Manager,

Requirements for emergency repairs should be reported immediately to the Management Company and the on-site Resident Manager.

ii) Pest Control

The Association has a pest control contract with Active Pest Control. Active Pest treats the exterior of the property on a quarterly basis and also treats the interior Unit upon Resident request.

iii) Termite Control

The Association has a termite bond with a company that treats areas of possible infestation at no cost to the Residents. If you see or suspect termites please contact the Management Company immediately.

iv) Plumbing Leaks

Residents experiencing a plumbing leak should immediately contact the Resident Manager and the Management Company. Water Damage caused to other Units by a water leak is the responsibility of the Owner/Resident of the Unit suffering the leak.

We ask that you be courteous to your neighbor and notify them and the Management Company (or their answering services) if you have reason to turn off water to make a repair. Please leave an estimated time in which the water will be restored. Home Owners should be aware of the emergency water shut off valve for their building.

Residents should provide the Management Company with emergency contact numbers on their behalf should the Unit experience water damage and they cannot be reached. In the event that no one can be reached and the plumbing issue in a Unit is damaging another Unit, a locksmith and a plumber will be contacted, and the Owner will be billed for services as well as additional management time for processing this emergency. Owners should keep the Management Company up-to-date with any contact phone information.

v) Roof and Skylight Leaks

Roof and skylight leaks are the responsibility of the Association. They will be repaired on an "as needed" basis. Contact the Management Company to schedule such repairs.

vi) Chimney and Flues

The Association is responsible for the maintenance of the chimneys and flues. Any maintenance issues shall be reported to the Property Manager. Annual "sweeping" of the chimney is the responsibility of the unit owner.

5. Architectural Standardsi) Decks, Patios and Landings

Patios, balconies, stairwells, walkways or any common or limited common areas open to general view are not to be used for storage of any kind, including trash bags.

Residents are responsible for ensuring that stairs, decks, patios and landings are clean, neat and clear of trash.

ii) Landscaping

The Association maintains all trees and shrubbery in the common areas. No changes to the landscaping around the buildings may be made without prior written approval of the Board.

iii) Sidewalks, Entry Passages, Stairs and Landings

All sidewalks, entry passages, stairs and landings are to remain free of obstruction at all times. Nothing shall be stored in these areas.

6. Pool and Communal Areas

i) Pool Restrictions

The swimming pool is an amenity provided for the Residents of The Reserve of Dunwoody and their Guests. It is not open to use by the public.

ii) Pool Rules

General pool rules are posted at the pool. They are:

1. Pool Hours: 9:00am – 9:00 pm;
2. No lifeguard on duty – swim at your own risk;
3. No solo swimming;
4. Children under twelve (12) must be accompanied by an adult Resident or must provide the Association with proof of swimming ability;
5. Four (4) guests per Unit limit. The Reserve of Dunwoody Resident must accompany their guest(s);
6. Shower required before swimming;
7. Proper swim attire required at all times. Cut-offs are not acceptable;
8. No glass or breakable objects in or around pool area;
9. No running, pushing or boisterous conduct;
10. No pets allowed in pool areas. Fines levied by Fulton County will be responsibility of Owner;
11. No loud or objectionable noise permitted. Headphones must be used with all sound systems;
12. No alcohol, per Fulton County Ordinance;
13. Clean up all trash and cigarette butts; and
14. Violation of the above or to the posted rules at the pool can result in fines and/or suspension from use of the pool and/or closure of the pool.

iii) Tennis Court Rules

1. Courts open (9:00AM-9:00PM), except during scheduled leagues and lessons;
2. One hour play limit. No serve or backboard practice, if people are waiting to play;
3. Soft rubber soled shoes only;
4. No glass or metal containers;



5. No skate boards, bicycles, rollerblades/blades, no street hockey, motorized vehicles or children's play toys;
6. No unauthorized instructors or unscheduled groups;
7. No alcoholic beverages allowed;
8. Tennis players only; and
9. Play at your own risk.

iv) Children's Playground Area Rules

1. Play ground area open from 9:00AM-9:00PM;
2. Children under the age of 12 must be supervised by an adult;
3. No rough housing, using the equipment in a fashion other than originally designed or behaving in a manner that is harmful to one's self or others;
4. No glass or metal containers;
5. No alcoholic beverages allowed;
6. Use of the playground is at your own risk; and
7. No warranty or recommendation is made as to the appropriateness or functionality of the playground or its equipment.

v) Bicycle Hut Rules

1. The Bike Hut facilities are for the storage of bicycles only;
2. It is recommended that all bicycles stored in the huts be secured with appropriate locks;
3. No items such as grills, flower pots, firewood, trash or trash cans are allowed in the Bike Huts; and
4. Use of the Bike Huts is at the bicycle Owners own risk.

vi) Common Elements

The Common Elements are for the exclusive use and enjoyment of all community Residents, occupants and guests. No activities in conflict with the nature and intended use of the Common Elements are permitted. No objects shall be placed or stored in the Common Elements, including the Limited Common Elements.

7. Miscellaneous

i) BBQ Grills

No grills, outdoors fireplaces or the like shall be operated upon any patios, terraces or any other portion of the Common Elements closer than twenty (20) feet from any building, structure, tree or shrub.

All grills and fireplaces must conform to applicable Fulton County zoning, fire and other ordinances.

ii) Trash

Use of the community dumpsters is limited to the Residents of the Reserve of Dunwoody. Paint, tires, motor oil, batteries and domestic flammable material and any other hazard material should not be deposited in or around the dumpsters.

Residents are responsible for ensuring that stairs, decks, patios and landings are clean, neat and clear of trash. No trash in bags shall be left outside doors on landings.

Boxes, furniture, appliances, carpet and other large items should not be put into dumpsters nor should they be left beside the dumpster.

Residents needing to dispose such hazardous or bulky items should arrange for them to be taken to the Fulton County Mark Landfill dump, at 3225 Mark Road, College Park (telephone # 404.629 1700).

iii) Animals and Pets.

No animals of any kind other than common household pets may be raised, bred, kept, or permitted in any Unit. A Pet Registration Application must be obtained from the Management Company, and completed and approved prior to a pet being permitted in a Unit. No pet weighing more than thirty (30) pounds may be kept in a Unit.

No more than two (2) common household pets may be kept in a Unit. No animals shall be kept, bred, or maintained for any commercial purpose. When outside of a Unit all animals shall be caged, kept on a leash or otherwise contained. All pets shall be registered, licensed and vaccinated as required by law.

If any pet in any way creates objectionable noise, endangers health, is allowed outdoors without a leash, constitutes a nuisance or inconvenience to other Unit Residents, this can result in the Association or the Management Company revoking their consent and then requiring that the pet be removed from the Unit, and the Owner of the pet shall immediately comply with such request.

Feces left upon the Common Elements must be immediately removed by the person responsible for the pet.

Each Resident shall hold the Association and the Management Company and each of the other Unit Owners and Residents and their respective agents and employees harmless against loss, liability, damage or expense resulting from any actions of his or her pet(s) within the Property.

All pet Owners must comply with Code of Ordinances of Sandy Spring, Georgia, Subpart A- General Ordinances, Chapter 10, Article III: Vicious Animals, and Dangerous or Potentially Dangerous Dogs, Sec.10-101 and Sec.10-102  
[http://www.animallaw.info/statutes/stusgast4\\_8\\_21.htm#s21](http://www.animallaw.info/statutes/stusgast4_8_21.htm#s21)

[http://search.municode.com/html/14385/level3/SPAGEOR\\_CH10AN\\_ARTIIIIVIA\\_NDAPODADO.html](http://search.municode.com/html/14385/level3/SPAGEOR_CH10AN_ARTIIIIVIA_NDAPODADO.html)

iv) Vehicle Parking

The general rules for the parking of vehicles are:

1. Each Unit is allowed to have a maximum of two (2) passenger vehicles on the property unless written permission is obtained from the Management Company for temporary parking of a third vehicle;
2. Vehicles must be parked in a forward position and not backed into spaces;
3. Vehicles parked on the property must be well maintained, and licensed with current tags;
4. Vehicles are not permitted to be parked or operated on any unpaved areas. Improperly parked, disabled, or abandoned vehicles may be towed away at the Owner's expense pursuant to Georgia Code (44-1-13);
5. Prohibited vehicles include but are not limited to: trucks larger than class 1, motor homes, trailers of any kind, boats;
6. Vehicle maintenance (except an emergency – i.e. flat tire) is prohibited on the property;
7. Any Resident whose vehicle damages common area property, whether directly or indirectly, shall be held liable for the cost to repair the damage incurred. Example: oil leaks causing damage to the road; and
8. The speed limit throughout the community is fifteen (15) miles per hour.

Any infraction of the rules and regulations listed above may result in the removal of the vehicles in violation, at the Owner's expense. A sign located at the Office Building has the name, address and phone number of where vehicles can be retrieved.

v) Yard Sale

No flea markets, yard sales, garage sales or the like shall be permitted on the Common Elements or any other portion of the property.

vi) Nuisance

It shall be the responsibility of the Resident of each Unit to prevent the development of any unclean, unhealthy or unkempt conditions on the property, or cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the Residents of the property.

vii) Other

The Board may adopt rules and regulations governing other uses of the Units and Common Elements, including but not limited to the following:

1. The disposal of trash and other debris;
2. The display of seasonal and other decorations visible from outside a Unit;
3. The storage and use of firearms or fireworks;
4. The replacement of carpet in Units located above other Units with tile or hardwood flooring;

5. The heating of Units during colder months; and
6. Any other use restriction which the Board, in its reasonable discretion, deems necessary or appropriate.

Important Phone Numbers

Emergency: 911

Management Company: Bridge-Lease, LLC Main 404-374-707

Option #1: Sales/rentals

Option #2: Owners

Option #3: 24/7 Maintenance Call Center

Option #4: Accounting

City of Sandy Springs Police: 720 551 6900

Fulton County Animal Services (tel: 404 673 0358)

Fulton County Mark Landfill dump, at 3225 Mark Road, College Par  
(tel: 404.629 1700)

9. Amendments. The initial rules and regulations and use restrictions are set forth in this Exhibit "D". Each Owner and Resident acknowledges that the use of his or her Unit is limited by the rules and regulations, as they may be amended, expanded, and otherwise modified hereunder. Each Owner and occupant, by acceptance of a deed or entering into a contract of sale or upon execution of a lease agreement for the lease of a Unit, acknowledges and agrees that the use and enjoyment and marketability of his or her Unit can be affected, that the rules and regulations may change from time to time, and that such changed rules and regulations may or may not be set forth in an instrument recorded in the Fulton County, Georgia land records. Notwithstanding anything to the contrary herein, the use restrictions and regulations set forth in Sections 2, 3 and 7 of this Exhibit "D" may only be changed in accordance with the amendment procedures set forth in Section 16 of the Declaration. The Board of Directors shall have the right to revise, modify and amend other portions of this Exhibit "D" in its sole discretion, including without limitation, rules regarding the use of the swimming pools, tennis courts and children's play area, and each Owner acknowledges and agrees that such rules as modified by the Board may not be set forth in a document recorded in the land records.

THESE RULES AND REGULATIONS ARE INTENDED TO MAINTAIN AND ENHANCE  
THE QUALITY OF LIFE OF THE RESERVE OF DUNWOODY, OUR COMMUNITY.  
PLEASE CONTRIBUTE TO OUR QUALITY OF LIFE, AND ENJOY.