

BY-LAWS
OF
DUFFY EAST PLACE CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

OFFICE

DUFFY EAST PLACE CONDOMINIUM ASSOCIATION, INC. (the "Association") shall at all times maintain a registered office in the State of Georgia and a registered agent at that address. The Association may also have such other offices as the Board of Directors shall determine.

ARTICLE II

DEFINITIONS

Unless the context requires otherwise, the terms defined in the Georgia Condominium Act, Official Code of Georgia Annotated Sections 44-3-70 through 44-3-115, as amended (the "Act") and in the Declaration of Condominium of DUFFY EAST PLACE CONDOMINIUMS, A CONDOMINIUM, dated December 8, 2006 to be recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia (the "Declaration") shall have the same meanings for purposes of these By-laws as are ascribed to them in the Act and the Declaration.

ARTICLE III

MEMBERS

Section 3.1. Membership. The Association shall have only one class of members. Every person who shall own of record a fee interest or an undivided fee interest in any condominium unit shall automatically be a member of the Association, excluding persons who own such interest under a mortgage. Such membership shall continue for so long as such ownership shall continue, and shall terminate when such member no longer owns such a fee interest of record.

Section 3.2. Annual Meetings. The annual meeting of the members shall be held on such date within two (2) months after the end of each fiscal year of the Association as the Board of Directors shall determine from time to time.

Section 3.3. Special Meetings. Special meetings of the members may be called at any time by the President of the Association. Additionally, it shall be the duty of the President

to call a special meeting of the members upon being presented with a written request to do so signed (i) by a majority of the members of the Board of Directors, or (ii) after the expiration of the right of the Declarant under the Declaration to appoint and remove any member or members of the Board of Directors, by the owners of no less than fifty percent (50%) of the units within the Condominium.

Section 3.4. Notice of Meetings. It shall be the duty of the Secretary to give a notice to each member of each annual or regularly scheduled meeting of the members at least twenty-one (21) days in advance of such meeting, and in the case of special meetings notice shall be given at least seven (7) days in advance of such meetings. Each notice of meetings shall state the purpose thereof as well as the time and place where it is to be held. All notices of meetings shall be delivered personally or sent by United States mail, postage prepaid, to all members at such address as any of them may have designated to the Secretary, or, if no other address has been so designated, at the address of their respective units.

Section 3.5. Quorum. A quorum shall be deemed present throughout any meeting of the members until adjourned if members, in person or by proxy, entitled to cast more than one-third of the votes of the Association are present at the beginning of such meeting.

Section 3.6. Voting. (a) On all matters upon which the members are entitled to vote, each member shall be entitled to cast one (1) vote for each unit within the Condominium in which he shall own of record a fee interest or an undivided fee interest. In no event, however, shall more than one (1) vote be cast with respect to any unit. If more than one person shall own of record a fee interest in any condominium unit, the vote with respect to such condominium unit shall be cast as such Unit Owners shall unanimously agree, and such unanimous agreement shall be presumed conclusively if any one of such Unit Owners shall purport to cast the vote of such condominium unit without protest being made forthwith by any of the other Unit Owners of such condominium unit to the presiding officer of the meeting at which such vote is to be cast. If such protest be made, or if more than one vote be cast with respect to any condominium unit, then the vote of such condominium unit shall not be counted. All references to voting by members contained in these By-laws are subject to, and shall be interpreted consistently with, the limitations contained in this Section 3.6. (b) Subject to the provisions of Section 7.4 of these By-laws, during any period in which a member shall be in default in the payment of any amount due and owing to the Association, the vote which is allocated to

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any condominium unit in which such member owns a fee interest shall not be counted for any purpose.

Section 3.7. Presiding Officer. The President, or in his absence, the Vice President, shall serve as the presiding officer of every meeting of members, unless some other person is elected to serve as presiding officer by a majority of the votes represented at any such meeting. The presiding officer shall appoint such other persons as he deems required to assist with the conduct of the meeting. Roberts Rules of Order (latest edition) shall govern the conduct of the meetings of the members when not in conflict with the Declaration or these By-laws.

Section 3.8. Adjournments. Any meeting of the members, whether or not a quorum is present, may be adjourned by the holders of a majority of the votes represented at the meeting to reconvene at a specific time and place. It shall not be necessary to give any notice of the reconvened meeting, if the time and place of the reconvened meeting are announced at the meeting which was adjourned. At any such reconvened meeting at which a quorum is represented or present, any business may be transacted which could have been transacted at the meeting which was adjourned.

Section 3.9. Proxy. Any member entitled to vote may do so by written proxy duly executed by the member setting forth the meeting at which such proxy is valid. To be valid, a proxy must be dated and must be filed with the Secretary prior to the opening of the meeting for which it is to be used. No proxy shall be revocable except by written notice delivered to the Association. A proxy shall be automatically revoked if the member who has given such proxy is present at the meeting at which the proxy was to be used.

Section 3.10. Action in Lieu of Meeting. Any action to be taken at a meeting of the members of the Association, or any action that may be taken at a meeting of the members of the Association, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members of the Association and any further requirements of law pertaining to such consents have been complied with.

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ARTICLE IV

DIRECTORS

Section 4.1. Number. Until the date upon which the right of the Declarant under Article 21 of the Declaration to appoint and remove any member or members of the Board of Directors shall expire, the number of members of the Board of Directors shall be one (1). From and after the date on which the first Board of Directors is elected after the expiration of the Declarant's right to appoint and remove any member(s) of the Board of Directors under Article 21 of the Declaration, the number of members of the Board of Directors shall be three (3).

Section 4.2. Eligibility & Qualifications. Directors shall serve one (1) year terms and serve from the close of one annual meeting to the close of the succeeding annual meeting. The membership of the Association shall nominate and elect Directors at the annual meeting. The membership may nominate any number of qualified individuals (all of whom, with the exception of any directors appointed by the Declarant pursuant to Article 21 of the Declaration, must be owners of units within the Condominium or the spouses of such owners, provided, however, that no Unit Owner and his or her spouse may serve as directors at the same time), but no less than the number of directors to be elected.

Section 4.3. Appointment and Election. Until the date upon which the Declarant's right to appoint and remove any member or members of the Board of Directors shall expire, as provided in Article 21 of the Declaration, all of the members of the Board of Directors shall be appointed and removed by the Declarant. From and after the expiration of the aforesaid right of the Declarant, the members of the Board of Directors shall be elected in the following manner:

(a) Unless a special meeting of the members shall have been called for such purpose in accordance with Section 3.4 of these By-laws, the first election of the members of the Board of Directors by the members of the Association shall be held at the first annual meeting of the members of the Association following the date on which the Declarant's right to appoint and remove any member or members of the Board of Directors shall expire, as provided in Article 21 of the Declaration.

(b) At each annual meeting thereafter, the members of the Association shall elect the number of directors equal to the number of vacancies created on the Board of Directors due to the expiration of the terms of persons then serving as the members of the Board of Directors.

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(c) Except in the case of death, resignation, or removal, each director elected by the members shall serve until the annual meeting at which his term expires and until his successor has been duly elected and qualified. Persons receiving the largest number of votes at any election of directors shall be elected, as provided above, whether or not such number constitutes a majority of the votes cast. All elections of members of the Board of Directors shall be by secret ballot.

Section 4.4. Removal of Members of the Board of Directors. After the expiration of the Declarant's right to appoint and remove directors pursuant to Article 21 of the Declaration, at any regular or special meeting of the members of the Association duly called, any one or more of the members of the Board of Directors may be removed with or without cause by the affirmative vote of the Unit Owners to which a majority of the votes in the Association appertain, and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the members shall be given at least seven (7) days written notice of the meeting and purpose thereof and shall be given an opportunity to be heard at such meeting.

Section 4.5. Vacancies. Subject to the provisions of Sections 4.3(c) and 4.4 of these By-laws, any vacancy occurring in the Board of Directors may be filled (i) by the Declarant during such time as the Declarant has the power to appoint and remove directors pursuant to Article 21 of the Declaration, and (ii) from and after the expiration of such power, by the affirmative vote of a majority of the members at a regular or special meeting.

Section 4.6. Duties and Powers. Except as specifically provided otherwise in the Act, the Georgia Nonprofit Corporation Code, the Declaration, the Articles of the corporation or these By-laws, the powers inherent in or expressly granted to the Association may be exercised by the Board of Directors, acting through the officers of the Association, without any further consent or action on the part of the Unit Owners. The Board of Directors shall also have the responsibility of discharging all of the duties imposed upon the Board of Directors under the terms and provisions of the aforesaid legislative authorities and instruments. Such powers and duties may further be exercised and discharged by a management firm which shall be employed to manage the operation and affairs of the Condominium and the Association, should the Board of Directors retain such a firm.

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Section 4.7. Regular Meetings. The Board of Directors shall meet regularly, at such intervals and such time and place as shall be determined by a majority of the members of the Board of Directors; provided, however, that such meetings shall be held at least once every three (3) months. In any event, the Board of Directors shall meet within ten (10) days after each annual meeting of the members of the Association. No notice shall be required for such regular quarterly meetings of the Board of Directors.

Section 4.8. Special Meetings. Special meetings of the Board of Directors may be called at any time by the President, or by any one director, on three (3) days notice to each director, which notice shall specify the date, time and place of the meeting. Notice of any such meeting may be waived by an instrument in writing executed before or after the meeting. Attendance in person at any meeting shall constitute a waiver of notice thereof.

Section 4.9. Action in Lieu of Meeting. Any action to be taken at a meeting of the Board of Directors, or any action that may be taken at a meeting of the Board of Directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors and any further requirements of law pertaining to such consents have been complied with.

Section 4.10. Committees.

(a) The Board of Directors may establish an Architectural Standards Committee for the purpose of establishing and maintaining harmonious architectural standards within the Condominium, as provided in the Declaration.

(b) The Board of Directors shall have the power to appoint such other committees as it shall determine, with such powers and duties as the Board of Directors shall authorize. Unless otherwise provided in the resolution creating any committee, the chairperson of each committee shall be a member of the Board of Directors.

Section 4.11. Compensation. No fee or compensation shall be paid by the Association to directors for their services in said capacity unless approved by not less than a two-thirds (2/3) majority in interest of Unit Owners at a meeting of Association Members. The directors shall be entitled in all events, however, to reimbursement for reasonable expenses incurred by them in the performance of their duties.

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ARTICLE V

OFFICERS

Section 5.1. General Provisions. The officers of the Association shall consist of a President, a Vice President, a Secretary and a Treasurer. In addition, the Association shall have such other officers as the Declarant (prior to the expiration of its right under Article 21 of the Declaration to appoint and remove any officer or officers of the Association) or the Board of Directors (after the expiration of the aforesaid right of the Declarant) shall deem to be desirable in connection with the administration of the affairs of the Association. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Section 5.2. Appointment. Until such time as the right of the Declarant under Article 21 of the Declaration to appoint and remove any officer or officers of the Association shall expire, all officers of the Association shall be appointed and removed by the Declarant. After the Declarant's aforesaid right shall expire, all of the officers of the Association shall be appointed by, and shall serve at the pleasure of, a majority of the members of the Board of Directors.

Section 5.3. President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the members and of the Board of Directors. The President shall manage, supervise and control all of the business and affairs of the Association and shall have all of the powers and duties which are incident to the office of the president of a corporation organized under the Georgia Nonprofit Corporation Code.

Section 5.4. Vice President. The Vice President shall perform the duties of the President whenever the President shall be absent or unable to perform such duties. If neither the President nor the Vice President shall be able to perform such duties, the Board of Directors shall appoint one of their members to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as the President may delegate to him from time to time.

Section 5.5. Secretary. The Secretary (a) shall attend all meetings of the members and of the Board of Directors and shall keep the minutes thereof, (b) shall be responsible for the preparation and giving of all notices which are required to be given by the Declaration and these By-laws, (c) shall be the custodian of the books and records of the Association, (d) shall

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keep a register of the addresses of each member of the Association and any mortgagee on the condominium unit or condominium units of each such member, (e) shall give all of the notices which mortgagees shall be entitled to receive under the provisions of Section 9.1 of these By-laws and (f) shall perform such other duties as are incident to the office of the secretary of a corporation organized under the Georgia Nonprofit Corporation Code.

Section 5.6. Treasurer. The Treasurer shall be charged with the management of the financial affairs of the Association, and shall keep full and accurate financial records and books of account showing all receipts and disbursements of the Association, and shall prepare all required financial data. The Treasurer shall also perform all of the duties which are incident to the office of the treasurer of a corporation organized under the Georgia Nonprofit Corporation Code.

Section 5.7. Compensation of Officers. The officers of the Association shall not be entitled to the payment of any compensation for serving in such capacities unless approved by not less than a two-thirds (2/3) majority in interest of Unit Owners at a meeting of Association Members. The officers of the Association shall be entitled in all events, however, to reimbursement for reasonable expenses incurred by them in the performance of their duties.

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ARTICLE VI

INSURANCE

Insurance which shall be obtained by the Association shall be governed by the following provisions:

Section 6.1. Types of Insurance. The Association shall obtain and maintain the following insurance policies:

(a) A master multi-peril policy of property insurance covering the entire Property and all structures located on the Property and all fixtures and equipment attached thereto or located therein. Such insurance shall afford protection against at least the following: loss or damage by fire and other hazards covered by the standard extended coverage endorsement, vandalism, malicious mischief, windstorm and water damage including costs of debris removal and costs of demolition. Reference is hereby made to the Declaration of Condominium for better determining the insurance requirements of the Association.

(b) A comprehensive policy of public liability insurance covering all of the common elements. The coverage of such insurance policy shall be for at least \$1,000,000 per occurrence, for personal injury or death, and/or property damage, and shall include protection against water damage liability.

(c) A policy of fidelity coverage against dishonest acts on the part of the members of the Board of Directors, the manager of the Condominium, and any employees or volunteers of the Association responsible for handling funds belonging to or administered by or on behalf of the Association. Unless the Board of Directors determines otherwise, said policy of fidelity coverage insurance shall name the Association as the named insured, shall be written in an amount which shall in no event be less than one and one-half (1 1/2) times the Association's estimated annual common expenses and reserves, and shall contain provisions waiving any defenses based upon the exclusion of persons serving without compensation from coverage as "employees."

(d) Such other insurance policies as the Board of Directors shall deem desirable for the benefit of the Association and the Unit Owners (e.g. flood insurance, Directors & Officers liability coverage at such time as it becomes available).

Section 6.2. Minimum Qualifications of Insurance Carriers. Each policy of insurance which the Association is required to maintain under the provisions of Section 6.1 shall be written by a hazard (or liability, as the case may be) insurance carrier which has a satisfactory financial rating as determined by the Board of Directors and which is licensed to transact business within the State of Georgia.

Section 6.3. Minimum Qualifications of Insurance Policies. All policies of insurance which the Association is required to maintain under the provisions of Section 6.1(a) shall not allow contributions or assessments to be made against the owner of any condominium unit, or the holder of any mortgage upon any condominium unit; (b) shall not allow loss payments to be contingent upon action by the insurance carrier's board of directors, policy holders or members; (c) shall not include any limiting clauses (other than insurance conditions) which could prevent any Unit Owner or the holder of any mortgage upon any unit from collecting insurance proceeds; (d) shall contain or have attached a mortgagee clause which provides that the insurance carrier shall notify in writing all holders of first mortgages on any of the condominium units at least thirty (30) days in advance of the effective date of any reduction in, or material modification or cancellation of, such policies; (e)

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shall provide coverage which shall not be prejudiced by (i) any act or neglect of the Unit Owners when such act or neglect is not within the control of the Association, or (ii) any failure of the Association to comply with any warranty or condition regarding any portion of the Property over which the Association has no control; and (f) shall contain its waiver of subrogation by the insurer as to any and all claims against the Association, any Unit Owner, and/or their respective agents, employees or tenants, and of any defenses based on co-insurance or any invalidity arising from the acts of the insured.

Section 6.4. Annual Insurance Reviews. It shall be the duty of the Board of Directors at least annually to conduct an insurance review to determine if the policies in force are adequate to meet the needs of the Association and to satisfy the requirements of Section 44-3-107 of the Act. Such responsibility may be performed, and shall be deemed reasonably performed, by the Board's requesting and receiving verification from the Association's insurance agent that the Association's then existing insurance policies meet the needs of the Association and satisfy the requirements of Section 44-3-107 of the Act.

Section 6.5. Unit Owners' Policies. The Unit Owners shall procure, carry and maintain at their own expense the following insurance policies:

(a) A "Tenant's or Condominium Owner's Policy" covering the unit as defined in the Declaration, the contents of his unit, building additions, betterments and alterations, personal injury and property damage, liability, burglary and the like.

(b) Such other and further insurance which such owner, in the owner's sole discretion, deems necessary or appropriate.

In no event shall any recovery or payment under the insurance coverage obtained and maintained by the Association be affected or diminished by insurance purchased by individual Unit Owners or mortgagees, and no Unit Owner shall be entitled to exercise his right to maintain the additional insurance coverage set forth in this Section 6.5 in such a way as to bring into contribution any insurance coverage maintained by the Association, or decrease in any other way the amount which the Association may realize under any insurance policy which it may have in force on the Property at any particular time.

In the event of any conflict of these Insurance Provisions of Article VI with the Insurance Provisions of the Declaration, the terms and provisions of the Declaration shall be controlling over the provisions of these By-Laws.

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ARTICLE VII

ENFORCEMENT PROCEDURES

The right of the Board of Directors to impose fines, to suspend voting rights in the Association, and otherwise to restrict any other rights of a member of the Association or any other occupant of such member's condominium unit, for violation of any rules or regulations promulgated by the Association pursuant to Article 16 of the Declaration, shall be subject to the following conditions and provisions:

7.1. Demand. The Board of Directors shall first serve upon the alleged violator written demand to cease and desist from, or otherwise to cure, any alleged violation. Said written demand shall specify (a) the alleged violation; (b) the action required to abate or cure the violation; and (c) (i) if the violation is a continuing one, a time period not less than ten (10) days during which the violation may be abated or cured without further sanction, or (ii) if the violation is not a continuing one, a statement that any further violation of the same rule may result in the imposition of sanctions after notice and hearing.

7.2. Notice. Within twelve (12) months following such demand, if the violation continues beyond the period allowed in the demand sent pursuant to Section 7. 1 above, or if the same rule or regulation is subsequently violated by the alleged violator to whom such previous demand was sent, the Board of Directors shall serve the alleged violator with written notice to appear at a hearing to be held by the Board of Directors in executive session. The notice shall set forth (i) the nature of the alleged violation; (ii) the time and place of the hearing, which time shall not be less than ten (10) days from the giving of such notice; (iii) an invitation for the alleged violator to attend the hearing and produce any statement, evidence and witnesses on his or her behalf; (iv) the proposed sanctions to be imposed; (v) the name, address and telephone number of a person to contact in order to challenge the proposed action; and (vi) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is initiated within ten (10) days of receipt of the notice (said ten-day period being hereinafter called the "Challenge Period"). If a challenge is not so initiated, the sanction shall be imposed upon expiration of the Challenge Period.

7.3. Hearing. The hearing described in the notice required to be given under Section 7.2 above shall be held in executive session pursuant to said notice, for the purpose of affording the alleged violator a reasonable opportunity to be heard. Prior to

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the effectiveness of any sanction imposed hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer or Director that delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at such meeting. The minutes of the meeting shall contain a written statement of the summary of the hearing and the sanction(s), if any, imposed.

7.4. Exception. If the nature of the violation or alleged violation is such that the procedure described in Sections 7.1, 7.2 and 7.3 above cannot reasonably be followed before assessing the appropriate penalty or sanction (including, without limitation, self-help measures such as the towing of vehicles that are in violation of parking rules and regulations) then the penalty or sanction may be first assessed or imposed and the aforesaid procedures for notice and an opportunity to be heard complied with promptly thereafter, for the purpose of affording the party against whom the penalty or sanction was assessed or imposed with an opportunity to contest said penalty or sanction as set forth above.

ARTICLE VIII

MISCELLANEOUS

Section 8.1. Fiscal Year. The fiscal year of the Association shall be the calendar year.

Section 8.2. Certain Notices. Any member who shall sell, grant a mortgage on, or lease any condominium unit in which he has a fee or undivided fee interest shall promptly give the Secretary a written notice of such sale, grant or lease, which notice shall also set forth the name and address of such purchaser, mortgagee or lessee. The address so furnished for such purchaser, mortgagee or lessee shall be the address to which the Secretary shall send any notices to be sent to such purchaser, mortgagee or lessee, until such purchaser, mortgagee or lessee shall furnish the Secretary with another address for such purpose. In addition, by granting a mortgage on any condominium unit, every member shall be deemed to have thereby authorized the Secretary to send to such mortgagee such information as such mortgagee shall request in regard to any default by such member in the performance of his duties and responsibilities under the Declaration and these By-laws.

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Section 8.3. Liability and Indemnification of Officers and Directors.

(a) The Association shall, except as may be prohibited by applicable law, indemnify every officer and director of the Association against any and all reasonable expenses (including, but not limited to, reasonable attorneys' fees) incurred by or imposed upon such officer or director in connection with any threatened, pending or completed action, suit or other proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal (including, without limitation, the settlement of any such action, suit or proceeding, if approved by the then-existing Board of Directors) to which he may be made a party by reason of being or having been an officer or director of the Association, whether or not such person is an officer or director of the Association at the time such expenses are incurred. The officers and directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall, to the extent not prohibited by applicable law, indemnify and forever hold each such officer and director free and harmless from and against any and all liability to others on account of any such contract or commitment.

(b) Expenses incurred by any person who was or is a party or who is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal, by reason of the fact that he is or was a director or officer of the Association in defending any such action, suit or proceeding, shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized hereunder or under the applicable provisions of the Georgia Nonprofit Corporation Code.

(c) Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former director or director, may be entitled, and such indemnification shall inure to the benefit of the heirs, executors and administrators of such indemnified person. The Association, as a common expense, shall maintain adequate general liability insurance (with an appropriate contractual liability endorsement) and, if obtainable at a cost which the Board of Directors determines not to be unreasonable, officers' and

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directors' liability insurance, to fund the obligations set forth in this Section 8.3, which insurance shall be written in accordance with the standards set forth in Article VI of these By-laws.

Section 8.4. Checks. All checks, drafts, demands for money and notes of the Association shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 8.5. Books and Records. The Association shall keep correct and complete books and records of accounts and shall keep minutes of the proceedings of its members, Board of Directors, and committees of directors.

Not later than two (2) months after the close of each fiscal year, and in any case prior to the next annual meeting of members, the Association shall prepare a balance sheet showing in reasonable detail the financial condition of the Association as of the close of its preceding fiscal year, and a profit and loss statement showing the results of its operations during such fiscal year. Upon written requests the Association shall promptly mail to any member of record a copy of such balance sheet and profit and loss statement.

Section 8.6. Conflict. In the event of any conflict between these By-Laws and the following, the controlling language shall be found in: the laws of the State of Georgia, the Declaration, and Articles of Incorporation, in the order listed.

ARTICLE IX CERTAIN RIGHTS OF MORTGAGEES, INSURERS, AND GUARANTORS

Section 9.1. Certain Notices. Any mortgagee, any insurer of a mortgage and any guarantor of a mortgage (or any of the foregoing), upon written request identifying the name and address of the requesting mortgagee, insurer or guarantor and the condominium unit(s) to which such mortgage or mortgages apply, shall be entitled to receive from the Association (a) written notice of all regular and special meetings of the members, such notice to be given by the Secretary no later than the date upon which notice of any such meeting is required to be given to the members under Section 3.4 of these By-laws, (b) timely written notice of the occurrence of any damage to or destruction of any material portion of the Condominium (including, without limitation, any material part of the common elements) or any unit on the Property on which there is a mortgage held, insured or guaranteed by such mortgagee, insurer or guarantor, (c) if any

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unit on the Property (or any portion there on which there is a mortgage held, insured, or guaranteed by such mortgagee, insurer or guarantor, or if the common elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, timely written notice of any such proceeding or proposed acquisition, and (d) written notification of any default in the performance by any member on whose condominium unit there is a mortgage held, insured, or guaranteed by such mortgagee, insurer or guarantor, of any obligation under the Declaration or these By-laws which is not cured by such member within sixty (60) days.

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Section 9.2. Certain Rights. Any Unit Owner, lender or first mortgagee, and any insurer or guarantor of a first mortgage, shall upon request, be entitled and have the right, during normal business hours or under other reasonable circumstances, to inspect the books, records and financial statements of the Association, as well as then current copies of the Declaration, the By-laws, and the rules and regulations of the Association. Any first mortgagee and any insurer or guarantor of a first mortgage shall be entitled to designate a representative to attend all regular and special meetings of the members.

ARTICLE X

AMENDMENTS

These By-laws may be amended only in accordance with the following procedure: the Board of Director's shall first adopt a resolution proposing the amendment and recommending its adoption by the members. Such proposed amendment shall then be presented to the members at a meeting thereof duly called and held for the purpose of considering such proposed amendment (at which meeting at least fifty one percent (51%) of the Unit Owners must be present at the time such proposed amendment comes up for a vote, in order for any action adopting such amendment to be valid and binding). If such proposed amendment is approved by at least fifty-one percent (51%) of the total votes in the Association cast at such meeting, such amendment shall become effective. Notwithstanding the foregoing, however, in no event shall any amendment to these By-laws be effective to modify, amend, vary or contradict any of the provisions of Article VI, IX or X of these By-laws unless such amendment shall be consented to in writing by the holders of mortgages on at least two-thirds of the condominium units which the records of the Secretary reflect as then being encumbered by mortgages.

WITNESS the consent of each Director of the Corporation,
effective as of the 8th day of December, 2006.

(Approval/Adoption Attached)
James T. Belcher, Sole Director

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**ACTION OF BOARD OF DIRECTORS OF
DUFFY EAST PLACE CONDOMINIUM ASSOCIATION, INC.
TAKEN BY UNANIMOUS WRITTEN CONSENT IN LIEU
OF AN ORGANIZATION MEETING**

Pursuant to §14-3-107 of the Georgia Nonprofit Corporation Code, we, the undersigned, being all of the Directors of DUFFY EAST PLACE CONDOMINIUM ASSOCIATION, INC. (the "Corporation"), do hereby unanimously consent to and adopt the following resolutions, which actions shall have the same force and effect as if taken by us by unanimous affirmative vote at the organization meeting of the Board of Directors of the Corporation duly called and held pursuant to the provision of §14-3-134 of said Code, and direct that this written consent to such actions be filed with the minutes of the proceedings of the Board of Directors of the Corporation.

RESOLVED, that the Articles of Incorporation of the Corporation granted by the Secretary of State of Georgia, a copy of which has been placed in the Corporation's minute book, be hereby accepted and approved for the Corporation;

RESOLVED, that the By-Laws presented to the Directors and placed in the Corporation's minute book be hereby adopted as the By-Laws of the Corporation for the regulation and management of its affairs;

RESOLVED, that the following named persons are hereby declared elected to the offices of the Corporation set forth opposite their respective names to serve as such officers pursuant to the By-Laws of the Corporation:

James T. Belcher, President
James T. Belcher, Secretary/Treasurer

RESOLVED, that the form of seal affixed to the margin hereof be hereby adopted as the corporate seal of the Corporation;

[CORPORATE SEAL]

RESOLVED, that the attached form of resolution pertaining to bank accounts, loans and related matters is adopted and ratified on behalf of the corporation, and the Secretary of the Corporation is authorized to certify the adoption of such resolution to the banking institution requiring the same. The Bank's customary resolutions in this regard are adopted and approved.

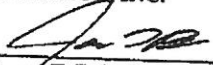
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RESOLVED, the officers of the Corporation are authorized, empowered and directed to execute and deliver such documents, instruments, certificates and notices and to do and perform any and all such further things which such officers, in their sole and unlimited discretion, shall deem necessary or expedient for the purpose of effectuating the intent of the foregoing resolutions and actions, and the Board of Directors hereby ratifies and confirms any and all such actions.

RESOLVED, the Secretary of the Corporation is directed to file this Consent, together with the documents described herein, in the minute book of the Corporation.

WITNESS the consent of each Directors of the Corporation, effective as of the 8th day December, 2006.

DUFFY EAST PLACE CONDOMINIUM
ASSOCIATION, INC.

By: 
James T. Belcher

Its: Sole Director

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