

Cross Reference: Deed Book 110-I, Page 797

**AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM**

FOR

**RESIDENCES AT FORSYTH PARKSIDE,
A CONDOMINIUM**

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EXHIBIT “B” (“Percentage Interest in Common Elements”)

EXHIBIT “C” (“ByLaws”)

EXHIBIT “D” (“President and Secretary’s Certificate”)

STATE OF GEORGIA }
COUNTY OF CHATHAM }

Amended and Restated
Declaration of Condominium
for
Residences at Forsyth Parkside, A Condominium

This AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR RESIDENCES AT FORSYTH PARKSIDE, A CONDOMINIUM, Savannah, Chatham County, Georgia, made this ____ day of _____, 2021 by the Unit Owners of Residences at Forsyth Parkside, A Condominium, and FORSYTH PARKSIDE UNIT OWNERS' ASSOCIATION, INC.

WHEREAS, Arthur G. Smith, Herschel McCallar and Jeff Keith (“Original Declarants”) submitted the property described in Exhibit “A,” attached hereto and incorporated herein by this reference (the “Property”) to the provisions of the Georgia Condominium Act, Official Code of Georgia Annotated Sections 44-3-70 *et seq.*, formerly O.C.G.A. §85-16E (the “Code”), and Original Declarants recorded that certain Declaration of Condominium for Residences at Forsyth Parkside, a Condominium, dated March 28, 1978, in the Office of the Clerk of Superior Court of Chatham County, Georgia in Deed Book 110-I, page 797, as amended in Deed Book 111-G, Page 646, Chatham County, Georgia, Deed Book 113-T, Page 842, Chatham County, Georgia, Deed Book 117-K, Page 584, Chatham County, Georgia, Deed Book 118-K, Page 125, Chatham County, Georgia, Deed Book 121-T, Page 119, Chatham County, Georgia, Deed Book 134-C, Page 200, Chatham County, Georgia, Deed Book 194-Y, Page 649, Chatham County, Georgia, and Deed Book 274-T, Page 671, Chatham County, Georgia (collectively, the “Original Declaration”);

WHEREAS, the plat and plans for Residences at Forsyth Parkside, A Condominium, are filed for record in the Office of the Clerk of Superior Court of Chatham County, Georgia at Condominium Book 1C, Pages 17-20, and amended in Condominium Book 1C, Page 34, Condominium Book 1C, Page 50, Condominium Book 1C, Page 68, Condominium Book 1C, Page 120, and Condominium Book 2C, Page 69(D);

WHEREAS, the Association desires to amend the plans and the Original Declaration, in their entirety, as set forth herein below;

WHEREAS, O.C.G.A. § 44-3-93 provides that the Original Declaration can be amended by an affirmative vote of at least two-thirds (2/3^{rds}) of the Unit Owners, and

WHEREAS, at least 2/3^{rds} of the Unit owners desire to amend and restate the Original Declaration in its entirety and have approved this Amendment as reflected by the President and Secretary's Certificate attached hereto as Exhibit "D" and incorporated herein by this reference.

NOW THEREFORE, the Original Declaration, including all amendments thereto, is hereby revoked and deleted in its entirety and this Declaration is simultaneously substituted therefor:

DECLARATION

By virtue of the recording of this Declaration, the Property is submitted and made subject to the condominium form of ownership pursuant to the Georgia Condominium Act, Official Code of Georgia Annotated, Sections 44-3-70 *et seq.* (1982), and is hereby made subject to this Declaration. By virtue of the recording of this Declaration, said Property shall be owned, held, transferred, sold, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the terms, provisions, covenants and restrictions of the Georgia Condominium Act and this Declaration, and every grantee of any interest in said Property, by acceptance of a deed or other conveyance of such interest, whether or not such deed or other conveyance of such interest shall be signed by such person and whether or not such person shall otherwise consent in writing, shall own and take subject to the provisions of the Georgia Condominium Act and this Declaration and shall be deemed to have assented to the same. This Declaration shall apply to, govern, control, and regulate the sale, resale, or other disposition, acquisition, ownership, use, and enjoyment of the Property and the improvements located thereon, and all its provisions shall be and are covenants to run with the Property and shall be binding on the present owners of said Property and all their successors and assigns and all subsequent owners of the Property and improvements located thereon, together with their grantees, successors, heirs, executors, administrators, devisees, and assigns.

1. STATUTORY PROVISION. By this Declaration, the Property, together with improvements located thereon (collectively, hereinafter, the "Condominium") is submitted to the condominium form of ownership and to the provisions of O.C.G.A. Sections 44-3-70, *et seq.* as amended. This Declaration is made pursuant to the Georgia Condominium Act, Georgia Laws 1975, No. 463, pages 609-671, O.C.G.A. Sections 44-3-70, *et seq.* (1982), as the same may heretofore or hereafter be supplemented, amended, or modified (hereinafter, the "Act").

2. NAME. The name of the condominium is "Residences at Forsyth Parkside, A Condominium."

3. DEFINITIONS. The terms used in this Declaration, the Articles of Incorporation, Bylaws, and Rules and Regulations shall have their normal, generally accepted meanings or the meanings given in the Act or Georgia Nonprofit Corporation Code. Unless the context shall prohibit or otherwise require, capitalized terms used in this Declaration, the Articles of Incorporation, Bylaws, or Rules and Regulations shall have the following meanings:

(a) “Act” shall mean and refer to the Georgia Condominium Act, Official Code of Georgia Annotated, Sections 44-3-70, *et seq.* (1982) as the same be supplemented, amended, or modified.

(b) “Articles of Incorporation” shall mean and refer to the Articles of Incorporation of Forsyth Parkside Unit Owners Association, Inc., as filed with the Georgia Secretary of State.

(c) “Association” shall mean and refer to Forsyth Parkside Unit Owners Association, Inc., a Georgia nonprofit corporation, its successors and assigns.

(d) “Awnings” shall mean the awnings on the exterior of the Building above the building entrance and above the entrances for the Commercial Units.

(e) “Balcony” shall mean and refer to the 6th floor balconies attached to units 6A, 6B, 6C, and 6D, as shown on the plans of the 6th floor recorded in the Office of the Clerk of Superior Court of Chatham County in Condominium Book 1-C, Page 120, Chatham County, Georgia, including the balcony, railing, and exterior lighting.

(f) “Board of Directors” or “Board” shall mean and refer to the board of directors of the Association, which is and shall be the governing body of the Association.

(g) “Bylaws” shall mean and refer to the bylaws governing the administration and operation of the Association, as amended, and are attached hereto as Exhibit “C.”

(h) “Commercial Units” shall mean and refer to the commercial units located in the ground floor of the Condominium as identified in the Plans.

(i) “Common Elements” shall mean and refer to all portions of the Property which are not included within the boundaries of a Unit, as further described in Section 9 (“Common Element”) of this Declaration.

(j) “Common Expenses” shall mean and refer to all expenditures to be incurred by or on behalf of the Association, together with all funds lawfully assessed for the creation or maintenance of reserves, pursuant to the provisions of this Declaration, the Act, or the Bylaws.

(k) “Condominium” or “Residences at Forsyth Parkside” shall mean and refer to the Property made subject to this Declaration, together with all improvements located thereon and known as Residences at Forsyth Parkside, a Condominium.

(l) “Condominium Instruments” shall mean and refer to this Declaration, the Plat and Plans and all amendments and supplements thereto.

(m) “Declaration” shall mean and refer to this Declaration of Condominium for Residences Forsyth Parkside, a Condominium, as recorded, as such may be amended.

(n) “Entry Doors” shall mean the doors from the hallways providing access to Units and does not include doors between rooms within the Units.

(o) “Elevators” shall mean the two (2) elevators contained in the building as depicted in the Plans, including the elevator shaft and all elevator components.

(p) “Georgia Non Profit Corporation Code” shall mean and refer to the Georgia Nonprofit Corporation Code, Official Code of Georgia Annotated Sections 14-3-101, *et seq.* (1928), as the same may be supplemented, amended, or modified.

(q) “Governing Documents” shall mean and refer collectively to this Declaration, the Bylaws and the Rules and Regulations of the Association.

(r) “Leasing” shall mean and refer to the regular occupancy of a Unit by a Person other than the Owner, with or without a written lease agreement, for which the Owner, any relative of the Owner or entity in which the Owner has an ownership interest, or any other agent of the Owner receives any consideration or benefit, including, but not limited to, a fee, gratuity, service, or emolument.

(s) “Limited Common Element” shall mean and refer to a portion of the Common Elements reserved for the exclusive use of one or more, but less than all, of the Units, as further described in Section 10 herein.

(t) “Majority Vote” shall mean and refer to those eligible votes held by Owners, Members, or other group, as the context may indicate or require, to taking more than fifty percent (50%) of the total eligible number of votes.

(u) “Mortgage” shall mean and refer to a mortgage, deed to secure debt, deed of trust, or other instrument conveying a lien upon or security interest in the title to a Unit or the Condominium. “First Mortgage” shall mean and refer to a first priority Mortgage.

(v) “Mortgagee” shall mean and refer to the holder of a Mortgage. “First Mortgagee” shall mean and refer to the holder of a First Mortgage.

(w) “Occupant” shall mean and refer to any Person occupying all or any portion of a Unit for a period of time, regardless of whether such Person is an Owner, tenant or guest.

(x) “Owner” shall mean and refer to one or more Persons who or which is the record title holder of a fee simple or undivided fee simple interest in a Unit, excluding, however, those Persons having such an interest solely as security for an obligation.

(y) “Parking Spaces” shall mean the parking spaces contained on Lot B, a portion of Lot 36, and the southern one-half of Lot 34, as depicted on the Plat recorded in the Office of the Clerk of Superior Court in Condominium Book 1C, Page 17, Chatham County, Georgia.

(z) “Percentage Interest” shall mean and refer to the undivided interest in the Common Elements appurtenant to each Unit, in accordance with Exhibit “B” attached to the Declaration.

(aa) “Person” shall mean and refer to a natural person, corporation, partnership, limited liability company, firm, association, trust, or other legal entity, or any combination thereof.

(bb) “Plans” shall mean and refer to those certain condominium plans for Residences at Forsyth Parkside, a Condominium, which depict the dimensions of the Condominium and are filed for record in the Office of the Clerk of Superior Court of Chatham County, Georgia, at Book 1C, Pages 17-20, and amended in Condominium Book 1C, Page 34, Condominium Book 1C, Page 50, Condominium Book 1C, Page 68, Condominium Book 1C, Page 120, and Condominium Book 2C, Page 69(D), as the foregoing may be amended, supplemented, or modified from time to time.

(cc) “Plat” shall mean and refer to that certain Condominium Plat Forsyth Parkside filed for record in the Office of the Clerk of Superior Court of Chatham County, Georgia, at Condominium Book 1C, Page 17, as the foregoing may be amended, supplemented, or modified from time to time.

(dd) “Property,” unless the context should otherwise require, shall mean and refer to that tract or parcel of land described in Exhibit “A,” attached hereto and by this reference incorporated herein and made a part hereof, together with all improvements thereon and together with all easements appurtenant thereto.

(ee) “Record,” “Recording,” or “Recorded” shall mean and refer to the filing or file of record in the Office of the Clerk of the Superior Court of Chatham County, Georgia, or such other place which is designated as the official location for recording documents affecting title to real property.

(ff) “Residential Units” shall mean and refer to all Units in the Condominium other than the Commercial Units on the ground floor of the Condominium as identified in the Plans.

(gg) “Rules and Regulations” shall mean and refer to the current rules and regulations of the Association as may be adopted, amended, and repealed from time to time by the Board of Directors.

(hh) “Stairs” or “Stairways” shall mean and refer to the stairs on the interior building as depicted in the Plans, and shall include all landings contained therein.

(ii) “Unit” shall mean a portion of the Condominium intended for ownership and use, as identified on the Plans, and includes both Residential and Commercial Units. A Convertible Space shall also be deemed a Unit.

4. CONDOMINIUM UNITS.

(a) General. The Condominium currently consists of thirty-three (33) residential units and three (3) commercial units in one (1) building, the Common Elements and Limited Common Elements, all as described in this Declaration and depicted on the Plans and Plats.

(b) Unit Information. Each Unit's appurtenant percentage of undivided interest in the Common Elements shall be equal to the Percentage Interest as specified in Exhibit "B." The undivided percentage or fraction of interest in the Common Elements appurtenant to each Unit shall not be altered except as expressly provided in the Act. Such undivided interest in the Common Elements shall not be separated from the Unit to which it appertains and shall be deemed to be conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

(c) Association Membership. All Owners, by virtue of their ownership of a Unit in the Condominium, are and shall automatically be mandatory members of the Association and, except as otherwise provided in this Declaration or the Bylaws, shall be entitled to vote on all matters upon which members of the Association are entitled to vote, pursuant to this Declaration and in accordance with the Act and the Bylaws. Each Unit shall have a single, equally weighted, vote, subject to the restrictions contained herein. An Owner shall remain a member of the Association until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically pass to his successor-in-title. Membership does not and is not intended to include Mortgagees or any other Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate or otherwise affect an Owner's membership. Membership is and shall be appurtenant to the Unit to which it pertains and shall be transferred automatically by conveyance of that unit and may be transferred only in connection with the transfer of title.

5. UNIT BOUNDARIES. The Units are depicted on the Plat and Plans, which Plat and Plans are incorporated herein by this reference. Each Unit may be legally described by the identifying number shown on the Plat. Except as otherwise provided in Sections 9 and 10 below, which describe the Common Elements and Limited Common Elements, each Unit includes that part of the structure which lies within the following boundaries:

(a) Vertical Boundaries. The vertical boundaries of each Unit are the internal vertical planes of the external brick supporting walls of the building, and the interior plane of the wall studs between the units, if applicable. Such vertical Unit boundaries include the sheet rock, or other finishing surface, on the Unit side of said walls, and are extended to their intersections with each other and the upper and lower horizontal boundaries.

(b) Horizontal Boundaries. The upper horizontal boundary of each Unit is the plane of the lower surfaces of the floor slab of the Unit above or roof joists as the case may be, including the unexposed surface of the finished sheetrock that creates the ceiling of such Unit. The lower horizontal boundary of each Unit is the plane of the upper surface of the concrete, cement or slab as the case may be.

(c) Doors and Windows. All Entry Doors and windows, including the exterior frames, sashes, and jambs for such items, shall be Limited Common Elements, as that term is herein defined, of the Unit to which they are appurtenant.

(d) Other Items. All fixtures, equipment, and appliances located within the boundaries of each Unit, are deemed to be a part of each Unit. All portions of the hot water heating system and air-conditioning system serving a Unit, whether located inside or outside the boundaries of the Unit, are deemed to be a part of the Unit. If any chutes, flues, ducts, conduits, wires, pipes, or any other apparatus lie partially inside and partially outside of the designated boundaries of a Unit, any portions thereof which serve only that Unit shall be deemed to be part of that Unit, while any portions thereof which serves more than one Unit or any portion of the Common Elements shall be deemed part of the Common Elements. No bearing walls, bearing columns or structural members of the building within a Unit shall be deemed to be part of such Unit.

(e) Interpretation. In interpreting deeds and plans, the existing physical boundaries of a Unit as originally constructed or of a Unit reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed in any deed or plan, regardless of settling or lateral movement of the building and regardless of minor variance between the boundaries shown on the plans or in a deed and those of the Unit.

6. ALTERATION OF UNITS. Subject to the terms of this Declaration, and in particular this paragraph, any Owner may make any improvement or alteration within Owner's Unit that does not materially impair the structural integrity of any structure or otherwise materially lessen the support of any portion of the Condominium as determined at the sole discretion of the Board of Directors. To the extent of any change made by any Owner within Owner's Unit, such Owner shall be strictly liable for the insurance and replacement of such improvement, any impairment of the structural integrity of any structure, or the lessening of support of any portion of the Condominium and, furthermore, shall be strictly liable for any damages to persons, property, or otherwise, occasioned by the conduct of such Owner, or their successors or assigns in interest, making such change. Despite the foregoing, no Owner shall do anything which would change the exterior appearance of his Unit or any other portion of the Condominium, or make any interior change visible from the exterior, except to such extent and subject to such conditions as provided in this Declaration and in the Bylaws of the Association. Despite anything else contained herein to the contrary, or despite any other authority granted to Owners, no change in any Unit shall materially weaken, damage, destroy, endanger, or remove any bearing wall or bearing column, or any other portion of the Common Elements, other than as may be expressly authorized by the terms of the Act.

7. SEPARATE REAL ESTATE TAXES. Real estate taxes shall be separately taxed to each Unit Owner for its Unit and its corresponding percentage of ownership in the Common Elements, as provided in the Act. In the event that such taxes for any year are not separately taxed to each Unit Owner, but rather are taxed on the Property as a whole, then each Unit Owner shall pay its proportionate share thereof in accordance with its respective percentage of ownership interest in the Common Elements and, in said event, such taxes shall be a Common Expense.

8. RELOCATION OF BOUNDARIES. Notwithstanding the foregoing, Units shall not be subdivided, and unless the boundary relocation thereof is accomplished in strict accordance with the provisions of the Act and with the consent of the Board of Directors, boundaries between adjoining Units shall remain as established in accordance with the terms of this Declaration and shall not be relocated. The Units may (i) be further subdivided in accordance with the provisions of Section 44-3-92 of the Act or (ii) the boundaries between Units may be relocated in accordance with the provisions of Section 44-3-91 of the Act.

9. COMMON ELEMENTS. The Common Elements of the Condominium shall consist of all portions of the Condominium other than the Units, and specifically includes the Parking Spaces. Pursuant O.C.G.A. Section 44-3-78, each Unit is allocated an undivided interest in the Common Elements in accordance with the Percentage Interest as set forth in Exhibit "B." The percentage of undivided interest of each Owner in the Common Elements is appurtenant to the Unit owned by the Owner. The Common Elements shall remain undivided and, unless the Condominium form of ownership hereby established is terminated, or submitted property is withdrawn from the Condominium, as hereinafter provided, neither Owner nor any other person shall bring an action for partition or division of the whole or any part thereof except as provided in the Act. Each Owner may use the Common Elements for the purposes for which they are intended, subject to any limitations stated herein, but no such use shall enter or encroach on lawful rights of the other Owners.

10. LIMITED COMMON ELEMENTS. The following shall constitute Limited Common Elements of the Condominium:

(a) The Balconies shall be Limited Common Elements of the Units to which they are appurtenant.

(b) The Entry Doors of each Unit and the windows for each Unit, including the frame, sash, and jamb of the same. Notwithstanding the foregoing, Owners shall be responsible for cleaning, and keeping in a neat and orderly condition, the interior surfaces of the windows appurtenant to their Unit.

(c) All portions of the Common Elements on which there is located any portion of the heating and air conditioning system exclusively serving a particular Unit or Units shall be a Limited Common Element assigned to the Unit or Units which is or are exclusively served by such heating and air conditioning system.

(d) Any gas, electric, or other utility meter which serves only one Unit is assigned as a Limited Common Element to the Unit so served.

(e) The Awnings shall be Limited Common Element of the Commercial Unit served by each Awning. This excludes the Awning at the main entrance of the building, which shall be Common Element.

(f) Drain stacks servicing more than one, but less than all Units, are assigned as Limited Common Element to the Units said drain stacks service.

(g) The closets shall be Limited Common Elements appurtenant to the Units to which they are assigned as shown on the Plans. This specifically excludes the storage spaces (a/k/a lockers) located in the room designated as “Locker Room” on the Plans, which shall be Common Element and may be assigned in a fair and equitable manner as determined by the Board of Directors. Notwithstanding anything herein to the contrary, the Board of Directors shall have authority to execute an amendment to this Declaration, without the need for a membership vote, to convert the closets from Limited Common Element to Common Element to the extent required to come into compliance with any code, ordinance, law, or directive from a governmental or quasi-governmental entity.

(h) A Common Element not previously assigned as a Limited Common Element may be so assigned and a Limited Common Element may be reassigned by the Board, without the need for a vote of the Association, upon written application to the Association by the Owner or Owners for whose exclusive use such Common Element is requested or whose use of the Limited Common Element previously assigned is directly affected, pursuant to Section 44-3-82(b) and (c) of the Act. Upon such application, the Association shall prepare and execute an amendment to this Declaration assigning the Common Element as a Limited Common Element or reassigning the Limited Common Element, which amendment shall be executed by the Owner or Owners making such application. Such amendment shall be delivered and become effective as provided in Section 44-3-82 of the Act. Once a Common Element is assigned as a Limited Common Element, no Unit Owner’s rights with respect to such Limited Common Element shall be altered without the consent of that Unit Owner.

11. ADMINISTRATION OF CONDOMINIUM.

(a) Powers and Duties of the Association. The Association shall have the right and power:

(i) to employ, retain, dismiss, and replace agents and employees to exercise and discharge the powers and responsibilities of the Association;

(ii) to make or cause to be made additional improvements on and as a part of the Common Elements;

(iii) to grant or withhold approval of any action by one or more Owners or other persons entitled to occupancy of any Unit if such action would change the exterior appearance of any Unit or any other portion of the Condominium, or elect or provide for the appointment of an architectural control committee to grant or withhold such approval, as attorney in fact on behalf of all Owners and their successors in title;

(iv) with the approval of the majority of the Owners, to grant easements, leases, and licenses through or over the Common Elements, to accept easements, leases, and licenses benefiting the Condominium or any portion thereof, and to acquire or lease property in the name of the Association as nominee for all Owners. Property so acquired by the Association as nominee for the Owners, and the deed thereto or other instrument granting the same having been Recorded, shall automatically and for all purposes, including, without

limitation, taxation, be a part of the Common Elements;

(v) to acquire, lease, and own in its own name, property of any nature, real, personal, or mixed, tangible or intangible; to borrow money; and to pledge, mortgage, or hypothecate all or any portion of the property of the Association for any lawful purpose within the Association's inherent or expressly granted powers;

(vi) to amend the Condominium Instruments, the Articles of Incorporation, Bylaws, and Rules and Regulations of the Association in such respects as may be required to conform to mandatory provisions of the Act or of any applicable law, without a vote of the Owners;

(vii) to make and enforce reasonable rules and regulations governing the use of the Units and the Common Elements and facilities located thereon (hereinafter, the "Rules and Regulations"), including rules governing the use and assignment of the lockers located in the Locker Room, which are intended to be used by those that do not have access to a closet space. Copies of such Rules and Regulations and amendments thereto shall be furnished by the Association to all Owners and Occupants prior to the effective date of such Rules and Regulations and amendments thereto. Such Rules and Regulations shall be binding upon the Owners and Occupants and their respective families, tenants, guests, invitees, licensees, servants, and agents unless and until any such Rule or Regulation is specifically overruled, cancelled, or modified by the Board of Directors or in a regular or special meeting of the Association by a Majority Vote of the total eligible votes of the Association, cast by Members in person or by proxy. This right shall include the power to impose and assess fines, to temporarily suspend voting rights and the right to use the Common Elements, so long as an Owner or Occupant retains ingress and egress to their Unit, and to terminate services, to the maximum extent permitted by the Act, to enforce the provisions of this Declaration, and the other Governing Documents of the Association;

(viii) to enter into and upon any Unit and any Limited Common Element for emergency repairs, security, and safety purposes and to effect other repairs, improvements, replacements, or maintenance as is reasonably necessary. Such right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all police officers, firefighters, ambulance personnel and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner, provided, in the event of any emergency, such right of entry shall be immediate. This right of entry shall include the right of the Association, at reasonable times, to enter a Unit to cure any condition which may increase the possibility of fire or other casualty in the Condominium in the event an Owner fails or refuses to cure the condition upon request by the Board. To facilitate the Association's right of entry in the event of such emergency as provided herein, the Owner of each Unit, if required by the Association, shall deposit under the control of the Association a key or keys to such Unit; and

(ix) to exercise all other rights and powers set forth in the Act, the Georgia Non- Profit Corporation Code, this Declaration, and the other Governing Documents of the Association.

(b) Board of Directors. Except to the extent otherwise required by the Act, the Georgia Non Profit Corporation Code, this Declaration, or other governing laws or regulations, the powers herein or otherwise granted to the Association may be exercised by the Board of Directors, acting through the officers, without any further consent or action on the part of the Owners.

12. MAINTENANCE AND REPAIR.

(a) By the Association. Except as may be otherwise specifically provided herein, the responsibility of the Association with respect to maintenance, repair, and replacement shall be to maintain, repair, and replace, if required, all portions of the Common Elements. Such responsibility shall include all Limited Common Elements appurtenant to Units. Except as may be otherwise provided by the Act, the Association shall not be liable for injury or damage to persons or property, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements, any Owner or any other Person, or resulting from utility, rain, snow, or ice which may leak or flow from any portion of the Common Elements or from any pipe, drain, conduit, appliance, or equipment the responsibility for the maintenance of which is that of the Association, nor shall the Association be liable to any Owner for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Common Elements. 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, order, or directive of any municipal or other governmental authority.

(b) By the Owner.

(i) The responsibility of the Owner with respect to maintenance and repair shall be to maintain, repair, and replace all portions of Owner's Unit, except those portions, if any, which are to be maintained, repaired, or replaced by the Association. The responsibility of the Owner shall include the maintenance, repair, and replacement of any part of the hot water heater system and heating and air conditioning system which is serving the Unit or a part of the Unit, together with all fixtures, equipment and appliances as may be installed in the Unit or located within the boundaries thereof, and all chutes, flues, ducts, conduits, wires, pipes, or other apparatus located within the boundaries of the Unit and deemed to be a part thereof pursuant to Section 5 ("Unit Boundaries") hereof. Each Owner shall be responsible for performing these responsibilities in such a manner so as not to unreasonably disturb other persons in other Units. Each Owner shall keep the interior surface of the windows clean and shall keep the Balconies clean, neat, and orderly, to the extent applicable. Each Owner shall promptly report to the Association or its agent any defect or need for repairs, the responsibility for the remedying of which is that of the Association. The Association shall have the right, but not the obligation, to make any repair or replacement or to do any cleaning or maintenance, which is the responsibility of the Owner, but which responsibility the Owner fails or refuses to discharge, and in such event the Owner shall be obligated to pay for the cost incurred by the

Association for such work. Each Owner shall also be obligated to pay for the cost of repairing, replacing, or cleaning any item which, although the responsibility of the Association, is necessitated by reason of the willful or negligent act of such Owner or such Owner's family, tenants, guests, invitees, licensees, servants, or agents. The cost of any such repair, replacement, maintenance, or cleaning shall be added to and become part of the assessment or portion thereof next coming due to which the Owner is subject, collectible as provided for other assessments.

(ii) Owners shall not paint, repair, replace or otherwise decorate or change the appearance of any portion of the Common Element;

(iii) Owners shall report promptly to the Association any defect or need for repairs the responsibility for which is that of the Association;

(iv) Owners shall (1) regularly inspect the parts of its Unit and the Limited Common Elements associated with such Unit, and which are visible and accessible without having to conduct invasive testing, for the existence of mold, mildew and/or water intrusion, except when the water intrusion is part of the normal functioning of improvements and appliances such as showers, sinks and dishwashers; (2) upon discovery, immediately repair in a good and workmanlike manner, the source of any water intrusion in its Unit; (3) remediate or replace, in accordance with then current industry accepted methods, any building material located in its Unit that has absorbed water or moisture as a result of water intrusion; and (4) promptly and regularly remediate, in accordance with then current industry accepted methods, all mold and mildew discovered in its Unit or on Limited Common Elements associated with its Unit; and

(v) Owners shall not to block or cover any heating, ventilation or air conditioning ducts or returns located in its Unit or at the Condominium.

(vi) All maintenance and alterations made pursuant to this Section 11(b) shall be made during normal business hours to the extent reasonably feasible and in a good and workmanlike manner.

(vii) No Unit Owner shall make any alteration in the portions of the Common Elements, Limited Common Elements, or the Building which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do anything which would jeopardize the safety or soundness of the Building, or impair any easement without first obtaining approval in writing of the Board of Directors. A copy of plans for all of such work prepared by an architect licensed to practice in the State of Georgia shall be presented to the Board of Directors of the Association and approval thereof by the Board of Directors of the Association, in their sole discretion, shall be obtained prior to commencement of the work.

(viii) Each Unit Owner, at its own expense, shall furnish and be responsible for all decorating within its own Unit as may be required from time to time, including, but not limited to, painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lighting and other furnishings and decorations. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls (including windows and doors), floors and ceilings of its Unit, and such Unit Owner shall

maintain said interior surfaces in good condition at its sole expense. Each Unit Owner's maintenance and use of interior surfaces shall be subject to the rules and regulations of the Association; otherwise, each Unit Owner shall have the right to decorate such interior surfaces from time to time as it may seem fit and at its sole expense.

(c) Additional Maintenance Responsibility. Notwithstanding any other provision herein to the contrary, the Board of Directors, upon resolution, shall have the authority to require any or all of the Owners to do any act or perform any work, or otherwise refrain from performing any act or 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 casualty to the Condominium, decrease the possibility of damage to other persons or property (including other Units or the Common Elements) within the Condominium, reduce the insurance premium payable by the Association, or otherwise assist the Association in securing and maintaining such insurance coverage. The Board's authority hereunder shall also allow the Board to require Owners (i) to insulate pipes sufficiently or take other preventive measures to prevent freezing of water pipes to include, by way of example and not limitation, the requirement of heating or cooling Units to maintain certain temperatures and/or the draining of water pipes in the event of a vacancy of a Unit and; (ii) limiting the ability of Owners to use, store, or keep on the Property flammable materials to include, by way of example and not limitation, propane or other gasoline grills and/or petroleum gasoline, propane or other gasoline; (iii) requiring Owners to install smoke detectors; and (iv) requiring Owners to take such other measures as the Board may reasonably require. In the event that an Owner does not comply with any requirement made by the Board of Directors pursuant to this Section, the Association may perform such work at the Owner's cost and expense, which cost and expense shall be added to and become an assessment and lien against the Unit collectible as provided for other assessments. The Association shall have all rights necessary to implement the requirements of this Section, including, but not limited to, the right to adopt reasonable Rules and Regulations and the right of reasonable entry of the Units.

13. ASSESSMENTS.

(a) Annual Assessments. The amount of all Common Expenses not specially or specifically assessed pursuant to the provisions of this Declaration, less the amount of all undistributed and unreserved common profits, pursuant to Section 44-3-80 of the Act, shall be allocated among and between all Units existing in the Condominium in accordance with each Unit's Percentage Interest. The Board of Directors shall prepare an estimated budget of the Common Expenses for each fiscal year, and provide notice of the amount of the annual assessment based on such budget payable by each Owner. If the estimated budget proves inadequate for any reason, the Board of Directors may levy at any time a further assessment against the Owners and notify the Owners accordingly. The Board may permit Owners to pay the annual assessment to the Association in equal monthly installments in advance on or before the first (1st) day of each month, or in such other reasonable manner as the Board of Directors shall designate. In any year in which collected assessments and other income exceed expenditures, such excess shall appertain to the Units in proportion to the Unit's Percentage Interest and the Board of Directors, by resolution and without necessity of a vote of the Owners, shall determine either to apply such excesses or any portion thereof against and reduce the subsequent year's assessments or to allocate the same to one or more reserve accounts of the Association.

(b) Special Assessments. In addition to the annual assessment authorized above, and in addition to any special assessments for reconstruction or repair of casualty damage, the Board of Directors may levy special assessments for the purpose of defraying, in whole or in part, the cost of any capital addition to, capital improvement of, or repair or replacement of a portion of the Common Elements (including, but not limited to, the necessary fixtures and personal property attached thereto) or for the cost of defraying, in whole or in part, any other lawful expense of the Association. Notwithstanding the foregoing, except as provided in Sections 13(c), 13(e), and 16(e) hereof, any special assessment per Unit in excess of one-sixth (1/6) of the annual assessment levied pursuant to subsection (a) per fiscal year (or such higher amount as may be permitted by the Act) shall require the approval of a majority of the Owners. Unless the special assessment covers an expense which is charged to the Association on a “per Unit” basis, Owners shall be assessed for special assessments under this Section in the accordance with the Unit’s Percentage Interest and the due dates of any such special assessments shall be as specified by the Board of Directors.

(c) Specific Assessments. The Board may levy a specific assessment against one or more Unit Owners as a fine for breach of this Declaration or for violating the rules and regulations promulgated by the Board or violating any other Governing Document. Additionally, any Common Expenses occasioned by the conduct of any Owner or any family member, tenant, guest, invitee, licensee, servant or agent of any Owner shall be specifically assessed against such Owner’s Unit or Units. Any other Common Expenses of the Association benefiting less than all of the Units or significantly disproportionately benefiting all of the Units shall be assessed equitably among the Units so benefited; provided, however, that nothing in this Section shall permit the Association to specifically or disproportionately allocate Common Expenses for periodic maintenance, repair, and replacement of any portion of the Common Elements or the Units which the Association has the obligation to maintain, repair, or replace. Any expense relating to an optional service provided by or through the Association may be specifically assessed against those Units utilizing such service. The specific assessments provided for in this Section shall be levied by the Board of Directors, and the amounts and due dates of such specific assessments so levied shall be as specified by the Board.

(d) Creation of Lien and Personal Obligation. All sums lawfully assessed by the Association against any Owner or Unit pursuant to the Act or this Declaration, whether for assessments, special assessments, specific assessments, fines or other charges, together with late charges, interest, costs of collection and expenses for sale or preservation of the Unit, and attorneys’ fees as provided for herein shall from the time the same becomes due and payable, be the personal obligation of the Owner and a continuing lien in favor of the Association on the Unit against which each assessment is made. The recording of this Declaration shall constitute constructive notice or record notice of the existence of the lien and no further recordation of any claims of lien for such assessments, fines, or other charges shall be required. All such amounts shall also be the personal obligation of the Owner at the time the assessment fell due. Each Owner of any Unit, by acceptance of a deed, whether or not it be expressed in such deed, is deemed to covenant and agree to pay to the Association such assessments, fines, and other charges. No Owner may waive or otherwise escape liability for such assessments for any reason whatsoever, including, without limitation, for non-use of the Common Elements, abandonment of his or her Unit, the Association’s failure to perform its duties and obligations hereunder, or

any matters related to the Association's performance of its duties or obligations. Nothing contained herein shall authorize a reduction or elimination of any portion of an assessment against a Unit because such Unit allegedly does not benefit from some of the expenses relating to the Common Elements. Each Owner shall be liable for each assessment coming due while he is the Owner of the Unit and any subsequent Owner of a Unit shall be jointly and severally liable for any assessment or portion thereof as may be due and payable at the time of conveyance to the subsequent Owner, provided that the rights of any subsequent Owner to recover from the prior Owner any amounts due by the prior Owner and paid by the subsequent Owner shall not be prejudiced thereby. Notwithstanding the foregoing, in the event that the holder of a First Mortgage or a secondary purchase money Mortgage (provided that neither the grantee nor any successor grantee on the secondary purchase money Mortgage is the seller of the Unit) or any other person acquires title to any Unit as a result of foreclosure of any such Mortgage or by deed in lieu thereof, such holder or other person and his or its successors, successors-in-title, and assigns, shall not be liable for, nor shall such Unit be subject to a lien for, any assessment or charge hereunder chargeable to such Unit on account of any period prior to such acquisition of title; provided, however, that such unpaid share of an assessment or assessments shall be deemed to be Common Expenses collectable from the Owners of all Units, including the Unit acquired at the foreclosure sale or by deed in lieu of foreclosure. In the event that the Association acquires title to a Unit, the Association shall be exempt from all assessments during the period of its ownership thereof.

(e) Non-Payment of Assessments; Remedies of Association. In the event that an Owner or Owners fails to pay any assessments, or portion thereof, when due, all such assessments, special assessments together with all late charges, interest, costs, and reasonable attorneys' fees in the maximum amount permitted by the Act shall be the personal obligation of the Owner and a charge against and continuing lien on the Unit. If any assessment, or portion thereof, is not paid within ten (10) days after the due date, then a late charge, not in excess of the greater of Ten Dollars (\$10.00) or ten percent (10%) of the amount of each delinquent assessment or installment shall also be included in the lien and shall be due and payable to the Association. The personal obligation of the Owner and lien for assessments shall also include interest at a rate of ten percent (10%) per annum (or such higher amount as may be permitted by the Act from time to time) on any assessment, installment, delinquency, or late charge from the date such sum was first due and payable. The personal obligation of the Owner and lien for assessments shall further include costs of collection, including court costs, the expenses of sale, any expenses required for the retention or preservation of the Unit, and reasonable attorneys' fees actually incurred. The personal obligation of the Owner and lien for assessments shall also include the fair rental value of the Unit from the time of the institution of suit until the sale of the Unit at foreclosure or until the judgment rendered in such suit is otherwise satisfied. If any delinquent assessment or portion thereof is not paid within ten (10) days after written notice is given to the Owner to make such payment, the entire unpaid balance of the annual assessment may be accelerated at the option of the Board of Directors and may be declared immediately due and payable in full, and legal proceedings may be instituted to enforce such personal obligation and lien. Such notice shall be sent by certified mail, return receipt requested, to the Owner both at the address of the Unit and at any other address or addresses the Owner may have designated to the Association in writing, specifying the amount of the assessments then due and payable, together with authorized late charges and interest accrued thereon. Pursuant to O.C.G.A. § 44-3-109, the lien for such assessments may be foreclosed by the Association by an action, suit,

judgment and foreclosure in the same manner as other liens for the improvement of real property. The Board of Directors, acting on behalf of the Association, shall have the power to bid on the Unit in any foreclosure sale and to acquire, hold, lease, encumber, and convey the same. Nothing in this Subsection 12(e) shall be construed to prohibit actions pursuant to Section 44-3-76 of the Act to recover sums for which this Section 12 (“Assessments”) creates a lien.

(f) If a partial payment of assessments and related charges is made, the amount received may first be applied to costs and attorney’s fees, than to late charges, the interest, then to delinquent assessments, then to the current assessment.

(g) If assessments or any part thereof remain unpaid more than thirty (30) days after the assessment payment first becomes delinquent, the Association may suspend the voting rights of the defaulting Unit Owner and use of common elements, including use of the Elevator, provided, however, the Board cannot deny any Owner or Occupant access to the Unit. In the event the voting rights of a defaulting Owner have been suspended, the defaulting Owner’s vote shall not count for the purposes of establishing a quorum or taking any action which requires the vote of the Owners.

(h) Priority of Lien. The lien created by this Section shall be prior and superior to all other liens except only (i) liens for ad valorem taxes on the Unit; (ii) the lien of any First Mortgage on the Unit; (iii) the lien of any Mortgage recorded prior to the recording of this Declaration; and (iv) the lien of any secondary purchase money Mortgage covering the Unit, provided that neither the grantee nor any successor grantee on the Mortgage is the seller of the Unit.

(i) Statement from Association. Any Owner, Mortgagee of a Unit, or person having executed a contract for the purchase of a Unit, or lender considering the loan of funds to be secured by a Unit, shall be entitled upon request to a statement from the Association or its managing agent setting forth the amount of assessments past due and unpaid (with late charges and interest applicable thereto) against the Unit. Such request and response of the Association shall meet the requirements of Section 44-3-109 of the Act. A fee in the amount of Ten Dollars (\$10.00), or such higher fee as may be permitted by the Act from time to time, shall be payable by the party requesting such statement, prior to the issuance of such a statement.

(j) The Board of Directors, on behalf of the Association, shall establish and maintain a reserve working capital fund for unforeseen expenditures and the periodic maintenance, repair, and replacement of improvements to the Common Elements which the Association may be obligated to maintain. The fund shall be established from contributions to the reserve working capital fund made at the closing of the sale and resale of each Unit by the purchaser, or upon the beginning of a new lease or tenancy agreement by the landlord, in the amount of one (1) month of the annual assessment charged to such Unit. Notwithstanding anything to the contrary set forth herein, the contribution to the reserve working capital fund shall not be due from: (i) any grantee who is a spouse or former spouse of the grantor, (ii) any grantee to whom a Unit is conveyed by a will or through the laws of intestacy, or (iii) any grantee of a Unit who obtains title pursuant to judicial or non-judicial foreclosure proceedings.

14. EASEMENTS. The following easements are hereby reserved and established.

(a) Use and Enjoyment. Every Owner, his family, tenants, servants, and guests, shall have a right and easement of use and enjoyment in and to the Common Elements for the purposes for which they are intended, and such easement shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

(i) The right of the Association to impose reasonable limitations on the number of guests of Owners or Occupants;

(ii) The right of the Association to control and restrict the use and enjoyment thereof as provided herein which shall include but not be limited to the right of the Association to limit the use and enjoyment thereof to the Owners and their respective families, tenants and guests, as well as to provide for the exclusive use and enjoyment of specific portions thereof at certain designated times by an Owner, his family, tenants and guests;

(iii) The right of the Association to govern the operation of the Common Elements by promulgating reasonable Rules and Regulations with respect thereto as set forth herein;

(iv) The right of the Association to borrow money for the purpose of improving the Common Elements and, in aid thereof, to mortgage said property, whereupon the rights of any such mortgagee in said property shall be subordinate to the rights of the Owners hereunder;

(v) The right of the Association to suspend an Owner's right to use the Common Elements for any period during which any assessment or other charge against such Owner's Unit remains unpaid or for infraction of any provision of this Declaration, the Bylaws, or the Rules and Regulations of the Association; and

(vi) The right of the Association to grant easements, permits, and licenses as provided for herein or by the Act.

(b) Structural Support. Every portion of a Unit or the Common Elements which contributes to the structural support of another Unit or the Common Elements shall be burdened with an easement of structural support. No Owner shall be permitted to demolish his Unit except to the extent that such demolition may be required to repair or rebuild the Unit when the same has been partially or totally destroyed.

(c) Encroachments. If any chimney, flue, exhaust, or other ventilating structure, wire, pipe, duct, conduit, or other apparatus servicing any Unit passes through or encroaches upon any other Unit, valid easements for the encroachment and for the maintenance, replacement, and repair thereof shall exist. If any portion of the Common Elements encroaches upon any Unit, or if any Unit encroaches upon any other Unit or upon any portion of the Common Elements, as a result of the construction, reconstruction, repair, renovation, restoration, shifting, settlement, or movement of any portion of the Condominium, a valid easement for the encroachment and for the maintenance, repair, and replacement thereof shall exist so long as the

encroachment exists.

(d) Association Easements.

(i) There shall be an easement in favor of the Association through the Units, Common Elements, and Limited Common Elements for the installation, maintenance, repair, and replacement of Units, Common Elements, and Limited Common Elements. Use of this easement shall only be during normal business hours, except that access may be had at any time in the case of emergency.

(ii) There shall be a general easement in favor of the Association, its directors, employees, officers and agents (including, but not limited to, any manager employed by the Association) to enter upon the Property or any portion thereof in the performance of their respective duties. Except in the event of emergencies, this easement is to be exercised only during normal business hours and then, whenever practicable, only upon advance notice to the Owner(s) or Occupant(s) directly affected thereby.

(iii) The Association, by and through its Board of Directors, shall have the right, privilege, power, and authority to grant permits, licenses, easements, and restrictions upon, over, across, above, and under the Common Elements and Limited Common Elements for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance, ongoing development, or operation of the Condominium. In addition, there shall be a general assignable easement in favor of the Association, in, on, over, across and under all portions of the Condominium, and expressly including the Units, for installing, replacing, repairing, and maintaining all utilities and other community services, including, but not limited to, gas, water, sanitary sewer, storm sewer, telephone, cable television and electricity, and other community services if and when installed, such as, but not limited to, a master television antenna, cable television system, and security system. Should any Person furnishing any such utility service request a specific easement by separate recordable document, the Association shall have the right to grant such an easement.

(iv) There is hereby reserved to the Association and its designee, an easement and right, but not the obligation, to enter onto any Unit for emergency, life-safety, security and safety. The right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all police officers, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall be only during reasonable hours and after notice to the Unit Owner or Occupant. This right of entry shall include the right of the Association to enter a Unit to cure any condition which may increase the possibility of a fire or other hazard in the event that a Unit Owner fails or refuses to cure the condition upon request by the Board. No one exercising the easement and rights granted in this subsection shall be liable for trespass, damages, or in any other manner by virtue of exercising such rights. The failure to exercise the rights herein or to exercise said rights in a timely manner shall not create liability to any of the above-referenced parties, it being agreed that no duty to enter a Unit shall exist.

(e) Utility Easement. To the extent that any utility line, pipe, wire, or conduit serving any Unit or Units shall be wholly or partially within the boundaries of another Unit, such

other Unit shall be burdened with and there is and shall be hereby reserved and created an easement for the use, maintenance, repair, and replacement of such utility line, pipe, wire, or conduit, such easement to run to the benefit of the Unit or Units served by the same.

(f) Nothing herein contained shall be construed to limit easements upon the Submitted Property to those exclusively set forth in this Section. The Submitted Property is subject to all easements described in this Declaration, the Condominium Plat and Plans, in the exhibits to this Declaration and all other easements of record.

15. ARCHITECTURAL CONTROLS AND USE RESTRICTIONS. To promote harmony among the Owners and thereby protect the value of the Units, all portions of the Condominium shall be subject to the restrictions set forth in this Section and to such supplemental Rules and Regulations as may be adopted from time to time by the Board.

(a) Architectural Controls. To preserve the architectural appearance of the Condominium, no construction of any nature whatsoever shall be commenced or maintained by any Owner or Occupant which would change the exterior appearance of any Unit, Limited Common Element, or Common Element or any other portion of the Condominium, nor shall any exterior addition, change, or alteration thereto be made, unless and until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors or by an architectural committee appointed by the Board of Directors. The Board of Directors, or its designated architectural committee, shall have the right to adopt reasonable architectural standards and procedures with respect to construction, additions, or alterations as to any portion of the Condominium and the same shall be enforceable as if set forth herein. An Owner may make improvements and alterations within his Unit; provided, however, that no Owner shall make any alterations in a Unit or remove any portion thereof or make any additions thereto or do anything which might alter, jeopardize, or impair the safety, soundness, or structural integrity of that Unit or any other Unit without first obtaining the written consent of the Board of Directors and all Owners affected thereby. Before approving an alteration or improvement that might alter, jeopardize, or impair the safety, soundness, or structural integrity of any Unit, the Association shall have the right to employ an engineering firm, architectural firm or other qualified professional to make a determination as to the effect of the proposed alterations and improvements on the Units and the Common Elements. In such event, the Owner proposing the alteration or improvement shall be responsible for all costs and expenses thereby incurred by the Association, regardless of the outcome of the determination. The Owner shall be responsible for ensuring that all alterations and improvements made to such Owners' Unit are performed in a good and workmanlike manner and that the Persons employed to perform the work are properly qualified, licensed and insured or bonded, and that said Persons obtain an insurance policy listing the Association as an additional insured in an amount of one million dollars (\$1,000,000) or lesser amount as may be agreed to, in writing, by the Association. Owner, or its contractor, must provide any and all required building permits to the Association prior to beginning work. Any potential or actual structural deficiencies or problems discovered by an Owner or by any person employed by the Owner shall be reported by the Owner to the Board within ten (10) days of the date of discovery. An Owner shall not impair any easement without first obtaining the written consent of the Association and of the Owner or Owners and their Mortgagees for whose benefit

such easement exists.

(b) Residential Use. The Residential Units shall be and are restricted exclusively to residential use and no trade or business of any kind may be conducted in or from a Unit or any part of the Condominium either as a primary or accessory use of either the Unit or any portion of the Condominium; provided, however, an Owner or Occupant may conduct such business activities within the Unit so long as (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the Unit; (ii) the business activity does not regularly involve Persons or vehicles coming onto the Condominium Property who do not reside in the Condominium; (iii) the business activity does not include the storage or placement of any tools of a particular trade in any area which can be viewed from the Common Elements or any other Unit; (iv) the business activity does not include the storage or placement of hazardous or dangerous materials on the property; (v) the business activity conforms to all zoning requirements for the Property; and (vi) the business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the ability of the Association to obtain or retain insurance coverage; and (vii) the business activity is consistent with the residential character of the development, does not require use of Common Element utilities, and does not constitute a nuisance or a hazardous or offensive use, as may be determined in the sole discretion of the Board of Directors.

(c) Commercial Use. The Commercial Units shall be and are restricted exclusively to commercial, office or business purposes that are lawful and permitted by applicable zoning standards. The Board of Directors may establish reasonable Rules and Regulations governing the operation and use of the Commercial Units and which apply solely to the Commercial Units. Notwithstanding anything to the contrary stated herein, such commercial or business activity shall not constitute a public or private nuisance or hazardous or offensive use or threaten the security or safety of other Owners or occupants of the Condominium, as may be determined in the reasonable discretion of the Board of Directors. Except as otherwise provided herein, no Owner, occupant, employee, lessees, invitee, customer or patron of any Commercial Unit shall have access, ingress or egress to or through any portion of the Common Element that services only the Residential Units, including the Elevator, Stairways, and hallways servicing any floor other than the ground floor. In addition to any Rules and Restrictions enacted by the Board of Directors, the following uses are prohibited by the Condominium:

- (i) Fortune Telling;
- (ii) full service restaurants or cafes, provided, however, that this provision shall not prohibit the operating of (i) a business serving cold or pre-packaged food or beverages; or (ii) a coffee shop without a full service kitchen;
- (iii) Funeral homes;
- (iv) Skating Rinks;
- (v) Arcades;

- (vi) Teen clubs;
- (vii) Commercial seafood processing and packaging;
- (viii) New or used auto sales, service or parts;
- (ix) Any industrial or manufacturing uses;
- (x) An entertainment area which may include one or more of the following: bowling alley, pool hall, batting cages, miniature golf course and golf driving range.
- (xi) Live performances after 10:00 p.m.;
- (xii) Adult book or video store or other store offering obscene materials or pornography for review, rental or purchase;
- (xiii) Facility advertising or offering obscene, nude or semi-nude performances;
- (xiv) Daycare or childcare center;
- (xv) Flea market or swap-meet; and
- (xvi) Veterinary hospital or clinic.

(d) Timesharing. No Unit shall be made subject to any type of timesharing, fractional interest ownership, or similar program whereby the right to exclusive use of a Unit rotates between or among timeshare owners, who may or may not be members of a program, on a fixed or floating time schedule over a period of years.

(e) Signs. No Unit Owner shall, without the prior written consent of the Board, place or suffer to be placed or maintained (i) on any exterior door, wall, roof, or window of any Unit, or upon any door, wall, roof, or window of the Common Elements, any sign, awning, canopy, shutter, radio or television antenna or advertising matter or other thing or object of any kind or (ii) any lettering or advertising matter on the glass of any window or door of the Unit (other than customary window lettering evidencing the hours of operation of a Commercial Unit), or (iii) any advertising matter within the Unit which shall be visible from the exterior thereof. Further, no foil or other reflective materials shall be used on any windows for sun screens, blinds, shades or other purposes, without the prior written consent of the Association. No window mounted air conditioning or heating units shall be permitted.

(f) Antennas. The installation of antennas, satellite dishes, and other similar or related equipment is prohibited. The foregoing notwithstanding, The Board of Directors may establish standards for any antennas or satellite dishes upon the Property, and there shall be no deviation from such standards without the prior written consent of the Board of Directors.

(g) Vehicles. Except with special advance authorization by the Board, no vehicles shall be parked on the Common Elements or Limited Common Elements other than in the Parking Spaces, and no vehicle repairs, other than emergency repairs or repairs of a minor nature needed to be performed to move a vehicle off the Property, shall be allowed on the Property. No boats, boat trailers, campers, truck campers, mobile homes, motor homes, canoes, motorized go-carts, jet skis, trailers (either with or without wheels), tractors, tractor trailers, trucks over 1/2 ton, vehicles used primarily for recreational purposes, vehicles primarily used for commercial purposes, vehicles with commercial writings on their exteriors, vans with ladders, inoperable vehicles, vehicles with expired tags, and other such vehicles and contrivances as may be specified by the Board shall be stored, allowed to remain, or repeatedly parked on the Property subject to this Declaration, except in an area, if any, designated by the Board of Directors or except as otherwise permitted by the Board of Directors. No disabled and stored vehicles (those that do not have a current license tag or are obviously inoperable, or have not been driven for a period of thirty (30) days) shall be parked on the Condominium. The Association is expressly authorized to tow away, without notice, at an offending Owner's expense, any vehicle in violation hereof or which is placed or parked in violation of this Declaration or any Rules and Regulations governing parking as may be adopted by the Board of Directors.

(h) Nuisances. No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of the Condominium, except in containers specifically designated for such purpose as provided by the Association or the City of Savannah. Said containers shall be kept in an area designated by the Board. Nor shall any odors be permitted so as to render any portion of the Condominium unsanitary, unsightly, offensive or detrimental to persons using or occupying other portions of the Condominium. No obnoxious or offensive activity shall be carried on, within or upon the Condominium, nor shall anything be done thereon which may become an annoyance to other Owners. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on the Condominium Property. Any siren or device for security purposes shall contain a device which causes it to automatically shut off within a reasonable time after sounding. Stereo equipment and similar devices shall be operated so as not to be audible from any other Unit or the Common Elements. The display or shooting of fireworks or firecrackers is expressly forbidden. Any such Owner, or his family, servants, agents, invitees or guests, who shall dump or place any trash or debris upon any portion of the Property, except in the containers described above, shall be liable to the Association for the actual cost of the removal thereof or the sum of Seventy Five Dollars (\$75.00), whichever is greater, and the same shall be added to and become part of that portion of any assessment next coming due to which the Owner is subject.

(i) Pets. No animals, livestock, reptiles, poultry, or other non-human living creature of any kind shall be raised, bred, or kept on any part of the Property, except that Owners of Residential Units may keep a reasonable number of small dogs or cats on the Property, provided that they are not kept, bred, or maintained for any commercial purpose and do not endanger the health or unreasonably disturb the Owner of any Units or any resident thereof; provided the Board of Directors may, by adoption of Rules and Regulations, prohibit from the Property and the Units, animals which are determined by the Board to be dangerous to the health,

safety, or welfare of the Owners. The determination whether a particular animal may be kept on the Property is within the sole discretion of the Board of Directors. No pet enclosures shall be erected, placed, or permitted to remain on any part of the Common Elements. No pet enclosure shall be erected, placed or permitted to remain on any Limited Common Elements assigned to a Unit unless the same shall be approved in advance in writing by the Board of Directors. No pets shall be left unattended on any Balcony, Stairway, or other Common Element or Limited Common Element. Pets may not be chained or tied to the outside of any building or any other part of the Common Elements. The keeping of pets and their ingress, egress, and travel upon the Common Elements shall be subject to such Rules and Regulations as may be issued by the Board of Directors. Pets shall be under leash when walked or exercised in any portion of the Common Elements. No pet shall be permitted to leave its droppings on any portion of the Common Elements and the Owner of such pet shall immediately remove the same. The Board of Directors shall have the right to fine the Owner or Occupant of the Unit for any violations of the foregoing pet restrictions as further provided in Section 23(c) hereof or for the violation of any rule and regulation which addresses the issue of pets on the Property. Any Owner shall be liable to the Association for the cost of cleanup or repair of any damage to the Common Elements caused by the pet of such Owner or an Occupant or the family, tenant, guest, invitee, licensee, servant, or agent of the Owner or Occupant and the same shall be added to and become a part of the portion of any assessment next coming due to which such Owner is subject. The Board of Directors may, in its sole discretion, establish an annual pet fee chargeable to those Owners who keep pets within their Units to defray the cost of repairing damages to the Common Elements caused by pets on the Property. Any such pet fee shall be collectible as an assessment pursuant to Section 13 (“Assessments”) hereof.

(j) Prohibited Activities. Obnoxious or offensive activity shall not be carried on in any Unit or in any part of the Common Elements. Each Owner, his family, tenants, guests, visitors, invitees, licensees, servants, customers and agents, shall refrain from any act or use of his Unit or the Common Elements which could reasonably cause embarrassment, discomfort, annoyance, or nuisance to the occupants of the Units, or which could result in the cancellation of or increase in the premiums for insurance on any Unit or any portion of the Common Elements, or which could be in violation of any law or governmental code or regulation. The pursuit of hobbies or other activities, including, without limitation, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt, dangerous, or hazardous conditions, shall not be pursued or undertaken on any portion of the Condominium. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements or the Limited Common Elements without the prior written consent of the Board.

(k) Governmental Regulations. All governmental building codes, health regulations, zoning restrictions, governmental ordinances, and the like which are applicable to the Property shall be observed. In the event of any conflict between any provision of any such governmental code, regulation, or restriction, or ordinance and any provision of this Declaration, the more restrictive provision shall apply.

(l) Exterior Appearance. No awnings (other than those that are Limited Common Element or Common Element as defined above), shades, screens, or other items shall be attached to, hung or used on the exterior of any window or door of a Unit or on the exterior of

any building without the prior written consent of the Board of Directors. No burglar bars on windows or doors, whether on the interior or exterior thereof, shall be permitted. All shades, drapery linings and other window treatments visible from the exterior of a Unit on any window or door must be designed and manufactured for that purpose and shall be white, off-white, or such other color as shall be approved by the Board of Directors. Outside clotheslines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed, or maintained on any portion of the Condominium, nor shall any clothing, rugs, or any other item be hung on any railing enclosing any stairway, entrance, walkway, balcony, deck, terrace, or patio. Grills are prohibited on the Balcony and inside of the Units.

(m) Temporary Structures, etc. No structures of a temporary character, trailer, tent, shack, carport, garage, barn, or other outbuilding, structure or facility shall be used as a residence or sleeping quarters on any portion of the Condominium property at any time, either temporarily or permanently.

(n) Use of Common Elements. Except for the right of ingress and egress, the Owners, Occupants, invitees, and customers of Units are hereby prohibited and restricted from using any of the Common Elements, except as may be allowed by the Board of Directors or as expressly provided herein. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all Owners and is necessary for the protection of said Owners.

(o) Lighting. Except for seasonal decorative lights during the holiday season (Thanksgiving Day through January 15), no lighting shall be installed or kept on the exterior of any Unit without the prior written consent of the Board.

(p) Planting or Gardening. No planting or gardening shall be done or maintained upon the Property, except such as have been approved by the Board of Directors. This includes, but is not limited to, planters on Balconies, fire escapes, or any exterior portion of a Unit, Limited Common Element, or Common element.

(q) Vacant Units. Should a Unit become vacant, the Owner is responsible for securing the Unit while it is unoccupied, including engaging all locks, providing security lighting, and heating the interior sufficient to keep pipes from freezing and cooling the interior sufficient to prevent mold or mildew from accumulating in the Unit.

(r) Unightly or Unkempt Conditions. It shall be the responsibility of each Owner to prevent any unclean, unhealthy, or unsightly, or unkempt conditions from existing on or within his Unit, including any Balcony or other Limited Common Element appurtenant thereto. Any items that can be viewed from the Common Elements or another Unit shall be maintained in a neat and attractive condition as determined by the Board.

(s) Flags. Owners may only display the flag of the United States of America or the current state flag in accordance with proper flag display protocol.

(t) Trash Removal. All rubbish, trash and garbage shall be regularly removed from the Unit and shall not be allowed to accumulate in the Building. No garbage or trash shall

be placed on the Common Elements or Limited Common Elements, if any, outside the Unit, temporarily or otherwise, except in designated trash containers. Rubbish, trash and garbage shall be disposed of in sealed bags and either placed in the trash receptacles designated by the Board for collection or maintained by individual Owners as required by the City of Savannah.

(u) General Restriction. No Owner or Occupant shall commit or permit any violation of any insurance policy obtained and maintained by the Association pursuant to the provisions of Section 16 (“Insurance”), do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might reasonably (i) result in termination of any insurance policy obtained or maintained by the Association; (ii) adversely affect the right of recovery thereunder; (iii) result in reputable insurance companies refusing to provide insurance as required by Section 16 (“Insurance”) hereof or the Bylaws; or (iv) result in an increase in the insurance rate or premium unless, in the case of such increase, the Owner responsible thereof shall pay the same. If the rate of premium payable with respect to policies of insurance obtained and maintained by the Association or with respect to any insurance policy carried independently by any Owner shall be increased or shall otherwise reflect the imposition of a higher rate by reason of anything that is done or kept in a particular Unit, or as a result of the failure of any Owner or occupant to comply with the requirements of insurance policies obtained and maintained by the Association, or as a result of the failure of any such Owner or Occupant to comply with any of the terms and provisions of this Declaration, the Bylaws, or Rules and Regulations, the Owner of that particular Unit shall reimburse the Association and such other Owner respectively for the resulting additional premiums which shall be payable by the Association or such other Owners, as the case may be. The amount of such reimbursement due the Association may, without prejudice to any other remedy to the Association, be enforced by assessing the same to that particular Unit as a Common Expense specifically assessed under Section 13(c) hereof.

16. INSURANCE.

(a) General. The Association shall obtain and maintain at all times, as a Common Expense, insurance as required by Section 44-3-107 of the Act, as amended, and as required herein. From time to time, the Board of Directors shall 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, as amended. Such responsibility may be performed, and shall be deemed reasonably performed, by the Board requesting the Association’s insurance agent or legal counsel to verify that the insurance policies in existence meet the needs of the Association and satisfy the requirements of Section 44-3-107 of the Act, as amended. The Board of Directors shall make available for review by the Owners, copies of the Association’s insurance policies to allow Owners to assess their personal insurance needs and each Owner shall have the right to obtain additional coverage, beyond that which is required herein, at his own expense.

(b) Insurance shall cover the following:

(i) A property insurance policy or policies affording fire and extended coverage insurance for and in an amount consonant with the full insurable replacement cost, less deductibles, of all buildings and structures within the Condominium. Regardless of the

boundaries of the Units, the insurance required by this paragraph shall include, without limitation, all portions of each building which are Common Elements including Limited Common Elements, all foundations, roofs, roof structures, and exterior walls, including windows and doors and the framing therefore, and all convertible space within the buildings. Such insurance shall cover the following items with respect to each condominium unit regardless of who is responsible for maintaining them under the condominium instruments:

- (1) The HVAC system serving the Unit;
- (2) All sheetrock and plaster board comprising the walls and ceilings of the Unit; and
- (3) The following items within the Unit of the type and quality initially installed, or replacements thereof of like kind and quality in accordance with the original plans and specifications, or as they existed at the time the Unit was initially conveyed if the original plans and specifications are not available: floors and subfloors; wall, ceiling, and floor coverings; plumbing and electrical lines and fixtures; built-in cabinetry and fixtures; and appliances used for refrigeration, cooking, dishwashing, and laundry. The Association may exclude from coverage required by this paragraph improvements made by the Unit Owners; and

(ii) A commercial general liability insurance policy or policies affording coverage for bodily injury and property damage in an amount not less than \$1 million for a single occurrence and \$2 million aggregate. The policy or policies shall cover the Association, the Board and the officers of the Association, all agents and employees of the Association, and all Owners and Occupants or other portion of the Condominium for occurrences commonly insured against arising out of or in connection with the use, ownership, or maintenance of the Common Elements or other portion of the Condominium which the Association has the responsibility to maintain.

(c) Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense.

(d) The Association is hereby irrevocably appointed agent for each Unit Owner to adjust all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon the payment of claims.

(e) In the event of an insured loss, any required deductible shall be considered a maintenance expense to be paid by the Person or Persons who would be responsible for such loss in the absence of insurance. If the loss affects more than one Unit or a Unit and the Common Elements, the cost of the deductible may be apportioned equitably by the board among the parties suffering loss in proportion to each affected owner's portion of the total cost of repair. Notwithstanding the forgoing, if the insurance policy provides that the deductible will apply to each Unit separately or to each occurrence, each Owner shall be responsible for paying the deductible pertaining to his, her or its Unit, if any. If any Owner or Owners fail to pay the deductible when required under this Section, then the Association may pay the deductible and assess the cost to the Owner or owners pursuant to Section 13 of this Declaration; provided, however, where the deductible is for insurance required under the Act, no one Owner shall be

assigned more than \$5,000, or such higher amount as authorized by the Act, as the cost of the deductible for any one occurrence.

(f) Notwithstanding anything to the contrary herein, in the event of an insured loss under the Association's master hazard insurance policy for which the Association receives from the insurer payment for a loss sustained by an owner who is delinquent in the payment of assessments owned to the Association under Section 13 of the Declaration hereof, then the Association may retain and apply such proceeds to the delinquency. Any surplus remaining after application of the proceeds to any delinquency shall be paid by the Association to the affected Owner.

(i) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Association's Board of Directors.

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

(iii) Nothing contained herein gives any Owner or other party a priority over any rights of first Mortgagees as to distribution of insurance proceeds. Any insurance proceeds payable to the Owner of a Unit on which there is a Mortgagee endorsement shall be disbursed jointly to such Owner and the Mortgagee. This is a covenant for the benefit of any such Mortgagee and may be enforced by any such Mortgagee.

(g) Other Insurance. In addition to the insurance required hereinabove, the Board may obtain as a Common Expense:

(i) worker's compensation insurance if and to the extent necessary to meet the requirements of law;

(ii) flood insurance; and

(iii) fidelity insurance, if reasonably available, covering officers, directors, employees, and other Persons who handle or are responsible for handling Association funds. Such insurance, if reasonably available, shall be in an amount consonant with the best business judgment of the Board of Directors, but in no event less than three (3) month's assessments plus a reasonable amount to cover all or a reasonable portion of reserve funds, if any, in the custody of the Association at any time during the term of the insurance; provided, however, fidelity coverage herein required may be reduced based on the implementation of financial controls which take one or more of the following forms: (a) the Association or management company, if any, maintains a separate bank account for the working account and

the reserve account, each with appropriate access controls and the bank in which funds are deposited sends copies of the monthly bank statements directly to the Association; (b) the management company, if any, maintains separate records and bank accounts for each association that uses its services and the management company does not have the authority to draw checks on, or to transfer funds from, the Association's reserve account; or (c) two members of the Board of Directors must sign any checks written on the reserve account.

(h) Owner Insurance. Each Commercial Unit Owner shall maintain public liability insurance in amounts not less than \$500,000.00 for injury, including death, to a single person, and \$1,000,000.00 for injury or injuries, including death, arising out of a single occurrence. Each Unit Owner shall maintain an insurance policy that covers the replacement value of the Unit Owner's improvements, contents, and personal property inside the Unit, commonly referred to as an HO-6 policy. The Association reserves the right to demand proof of such insurance at any time. Failure to maintain such insurance or to provide proof thereof upon reasonable notice shall constitute a breach of this Declaration subject to fines as set by the Board of Directors.

17. REPAIR AND RECONSTRUCTION.

In the event of damage to or destruction of all or any part of the Condominium as a result of fire or other casualty, unless the Owners of the damaged Units, together with Owners of other Units to which two thirds (2/3) of the total eligible votes of the Association pertain, vote not to proceed with the reconstruction and repair of the structure, the Board of Directors or its duly authorized agent shall arrange for and supervise the prompt repair and restoration of the structure. In the event of substantial damage or destruction, each institutional holder of a First Mortgage shall be entitled to written notice of the damage, and nothing in this Declaration shall be construed to afford a priority to any Owner with respect to the distribution of proceeds to any such Unit.

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

(b) Source and Allocation of Proceeds. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair, as determined by the Board of Directors, or if at any time during the reconstruction and repair or upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, the additional costs shall be assessed against the Owners of the Unit or Units damaged in proportion to the damage to such Unit or Units or against all Owners in the case of insufficient funds to cover damage to the Common Elements; provided, however, that in such event, each Owner shall be responsible for any betterments and improvements made by such Owner and not covered by the Association's insurance. The foregoing assessment shall not be considered a special assessment pursuant to Section 13(c), hereof. If after repair and reconstruction is completed there is a surplus of funds, such funds shall be common funds of the Association to be used as

directed by the Board of Directors.

(c) Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the plans and specifications under which the Condominium was originally constructed, except where changes are necessary to comply with current applicable building codes or where improvements not in accordance with the original plans and specifications are approved by the Board of Directors.

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

(e) Construction Fund. The net proceeds of the insurance collected on account of a casualty and the funds collected by the Association from assessments against Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in appropriate progress payments to such contractors, suppliers, and personnel performing the work or supplying materials or services for the repair and reconstruction and repair of the buildings as are designated by the Board of Directors.

18. SIGNS

(a) Except as may be provided for herein or as may be required by legal proceedings, no signs, advertising posters, political placards or billboards of any kind shall be erected, placed or permitted to remain on the Building or the Common Elements without the consent of the Board. Notwithstanding the foregoing, the Board shall have the right to erect reasonable and appropriate signs on behalf of the Association.

(b) Commercial Units. Each Commercial Unit Owner shall be allowed signage for each storefront limited to its trade name and mark or symbol to be located on the exterior of the entry door to the Commercial Unit or the Awning serving the Commercial Unit. Notwithstanding the foregoing, Commercial Unit Owners shall not, without the Board's prior written consent, (a) make any changes to the exterior of the Building, (b) install any exterior lighting decorations, paintings, awnings, canopies or the like, or (c) erect or install any signs, window or door lettering, awning lettering, placards, decorations or advertising media of a type which can be viewed from the exterior of the Building, excepting only dignified displays of the customary type for its display windows. All signs, lettering, placards, decorations and advertising media shall conform in all respects to the sign criteria established by the Board and shall be subject to the Board's prior written approval as to general appearance and the Board's right, at any time and from time to time, to modify the signage criteria for the Condominium. All signs shall be kept in good condition and in proper operating order at all times. Upon notice from the Association, if any Commercial Unit Owner refuses or neglects to properly maintain its

sign, the Association may, but shall not be required to, make such repairs and assess the cost as a Special Assessment to such Commercial Unit Owner who shall pay the Special Assessment upon demand.

(c) Residential Units. Residential Unit Owners shall not, without the Board's prior written consent, (a) make any changes to the exterior of the Building, (b) install any exterior lighting decorations, paintings, awnings, canopies or the like, or (c) erect or install any signs, placards, decorations or print media of a type which can be viewed from the exterior of the Building.

19. LEASING OR SALE OF UNITS.

(a) Sale of Units.

(i) General. No Owner may effectively transfer his or her Unit or any interest therein by sale or lease, except to another Owner in the Condominium, without the prior written approval of the Association. This prohibition shall include a transfer or other disposition of a majority or controlling interest of an entitled Owner, including, without limitation, a majority or controlling interest of the outstanding stock of a corporation, ownership interest of a limited liability company, or partnership interest of a partnership owning a Unit. If any Unit Owner shall acquire title by gift, devise, or inheritance, the continuance of his ownership of his Unit shall be subject to the approval of the Association.

(ii) Notice of Sale. Each Owner shall, within ten (10) days of listing or advertising the Unit for sale, notify the Association in writing of his intention to sell the Unit. Any contract for the sale of a Unit must be contingent upon approval of the Association. Once a Unit is under contract for sale, the selling Owner shall provide the Association with the contract of sale, the name and address of the intended purchaser, and any other information regarding the purchaser the Association may reasonably require. The selling Owner may demand that the Association provide a purchaser if the prospective purchaser is not approved. If the Association disapproves of a proposed sale and if the Seller makes the proper demand, then within thirty (30) days after receipt of such demand, the Association shall deliver by certified mail to the Owner an offer to purchase by a purchaser approved by the Association who will purchase and to whom the Owner must sell the Unit at the price and upon the terms stated in the disapproved contract to sell. If the Association fails to object to the request to sell within thirty (30) days of receiving the contract of sale, or if the Association fails to present a purchaser within thirty (30) days of disapproving a prospective purchaser, then the Association shall be deemed to have approved the sale. If the Association approves the sale, either affirmatively or by default, the Association shall provide a certificate of approval that shall be recorded with the Clerk of Superior Court of Chatham County, Georgia.

The selling Owner shall provide the purchasing Owner at the closing with copies of all of the Condominium Documents. The selling Owner and the purchasing Owner shall have a joint and several liability and obligation to deliver to the Board of Directors, within ten (10) days of the date of the closing, an acknowledgement of receipt executed by the purchasing Owner acknowledging purchasing Owner's receipt of copies of the Condominium Documents, together with a copy of the closing statement and such other information as the Board may reasonably require. Failure to provide the aforementioned items and information required herein shall

constitute a violation of this Declaration.

If a Unit Owner has obtained title by gift, devise, or inheritance, then the Association may require the Unit Owner to provide such personal information as the Association may reasonably require, and a certified copy of the instrument evidencing title. If the Unit Owner is not approved by the Association, then the Association must obtain buyer for the Unit at a price determined by a licensed MAI appraiser and the Unit Owner must sell the Unit at said price to the buyer presented by the Association.

(b) Leasing of Units.

(i) Limitations on Leasing. Limitations on the right of any Owner to Lease his Unit shall be subject to any and all additional Rules or Regulations approved by the Board of Directors. All prospective lessors must be approved by the Association prior to the Owner entering into a lease agreement. The Unit Owner shall send notice, in writing, to the Association of its intention to lease the Unit, a copy of the prospective lease, and the name and contact information of the potential lessor. Within thirty (30) days of receiving this information, the Association must either approve or disapprove the proposed lease transaction. Failure of the Association to respond within thirty (30) days of receiving a request shall be deemed approval. If disapproved, the Unit Owner shall not enter into the lease agreement.

(ii) Leasing Provisions. Such leasing as is permitted by this Section of the Declaration shall be governed by the following provisions:

(a) Residential Units. Except as expressly provided for herein, the leasing of Residential Units is strictly prohibited. Residential Unit Owners must apply for and receive either a "Leasing Permit" or a "Hardship Leasing Permit" in order to be able to lease his or her Unit. To the extent a Unit has obtained a Leasing Permit or Hardship Leasing Permit, the Unit must be leased in its entirety, and the lease duration must be at least one (1) year.

(1) Leasing Permits. An Owner's request for a Leasing Permit shall be approved if current outstanding Leasing Permits have not been issued for forty percent (40%) or more of the total number of Residential Units in the Condominium, and the Owner is current on all monies owed to the Association, including without limitation, any and all dues, assessments, interest and fines. A Leasing Permit shall be automatically revoked upon the happening of any of the following events: (1) the failure of a Unit Owner to lease his or her Unit within one hundred eighty (180) days of the Leasing Permit having been issued; (2) the failure of a Unit Owner to have his or her Unit leased for any consecutive one hundred eighty (180) day period thereafter; (3) the occurrence of the date referenced in a written notification by the Owner to the Association that the Owner will, as of said date, no longer need the Leasing Permit; (4) the Owner is more than sixty (60) days delinquent on the payment of any Association dues, assessments, interest or fines; or (5) the sale of the Unit. If current Leasing Permits have been issued for forty percent (40%) or more of the total number of Residential Units, no additional Leasing Permits shall be issued (except for Hardship Leasing Permits) until the number of outstanding current Leasing Permits falls below forty percent (40%) of the total number of Residential Units in the Condominium. Owners who have been denied a Leasing Permit shall be automatically placed on a waiting list for a Leasing Permit and shall be issued the same if they so desire when the number of current outstanding Leasing Permits issued falls to less than forty percent (40%) of the total number of Residential Units in the Condominium. The issuance of a Hardship Leasing Permit to an Owner shall not cause the Owner to be removed from the waiting

list for a Leasing Permit.

(2) Hardship Leasing Permits. If the failure to lease will result in a hardship, an Owner may seek to lease on a hardship basis by applying to the Board of Directors for a Hardship Leasing Permit. The Board of Directors shall have the authority to issue or deny requests for Hardship Leasing Permits in its sole discretion after considering the following factors: (1) the nature, degree, and likely duration of the hardship, (2) the harm, if any, which will result to the Condominium if the permit is approved, (3) the number of Hardship Leasing Permits which have been issued to other Owners, (4) the Owner's ability to cure the hardship, and (5) whether previous Hardship Leasing Permits have been issued to the Owner, provided, however, that Hardship Leasing Permits shall not be issued for more than five percent (5%) of the total number of Units in the Condominium. "Hardships" as described herein may include, but not be limited to, the following situations: (1) a Unit Owner must relocate his or her residence outside of Chatham County and cannot, within six (6) months from the date that the Unit was placed on the market, sell the Unit except at a price below the least amount of debt owed to non-related third parties that is securing the Unit in the preceding twelve (12) months; (2) where the Owner dies and the Unit is being administered by his or her estate; or (3) the Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Unit within one (1) year. Hardship Leasing Permits shall be valid for a term not to exceed one (1) year. Owners may apply for additional Hardship Leasing Permits. Hardship Leasing Permits shall be automatically revoked upon the happening of the events identified in subsection D above or if during the term of the Hardship Leasing Permit, the Owner is approved for and receives a Leasing Permit.

(b) Commercial Units. Commercial Units may be leased, without the need to obtain a Leasing Permit or Hardship Leasing Permit. Commercial Units must be leased in their entirety and no fractional interests may be leased. Commercial Units must have a lease duration of at least one (1) year. The Owner must make available to the tenant or renter copies of the Declaration, Bylaws, and the Rules and Regulations. A written copy of any lease lasting for a term of thirty (30) days or more must be provided to the Board of Directors.

(c) Provisions Incorporated by Reference. Any Lease agreement for a Unit shall be deemed to contain the following provisions, whether or not expressly therein stated, and each Owner covenants and agrees that any Lease of a Unit shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the Lease by the existence of this covenant. Any lessee, by occupancy of a Unit, agrees to the applicability of this covenant and incorporation of the following language into the Lease:

(1) Liability for Fines and Other Charges. Lessee agrees to be jointly and severally liable with the Owner for payment of all fees, fines, and other charges which become due as a consequence of lessee's activities, including, but not limited to, activities which violate provisions of the Declaration, Bylaws, or the Rules and Regulations.

(2) Financial Obligation to Association. Upon the failure of the Owner to pay any assessments, fees, fines, or other charges due to the Association under the Declaration, lessee shall, upon request by the Association, pay to the Association all rents and other charges payable to the Owner under the lease until such delinquency is satisfied. All such payments made by lessee to the Association shall reduce, by the same amount, lessee's

obligation to make monthly rental payments to the Owner. It shall be the responsibility of the Association and not of the lessee to account to the Owner for funds actually received by the Association from the lessee.

(3) Compliance With Declaration, Bylaws, and Rules and Regulations. Lessee agrees to abide by and comply with all provisions of the Declaration, Bylaws, and Rules and Regulations. Any violation by lessee of the Declaration, Bylaws, or Rules and Regulations is deemed to be a violation of the terms of the Lease and authorizes the Owner to terminate the Lease without liability and to evict the lessee in accordance with Georgia law. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Declaration, Bylaws, and Rules and Regulations, including but not limited to, the power and authority to evict the lessee on behalf and for the benefit of the Owner, in accordance with Georgia law and the terms hereof. In the event that the Association proceeds to evict the tenant, any costs, including attorney's fees and court costs, associated with the eviction shall be specifically assessed against the Owner thereof in accordance with the provisions of Section 11(c), such being deemed hereby as an expense which benefits the leased Unit and the Owner thereof.

(4) Association as Third Party Beneficiary. The Association is a third party beneficiary of the foregoing terms of the Lease.

(5) Use of Common Elements. By Leasing a Unit, the Owner of such Unit thereby transfers and assigns to the lessee, for the term of the Lease, any and all rights and privileges that the Owner has to use amenities that are a part of the Common Elements or Limited Common Element assigned to the leased Unit. During the term of such Lease, the Owner shall not be entitled to use and enjoyment of the amenities that are a part of the Common Elements or Limited Common Element assigned to the leased Unit. This Section shall not apply to any Owner who resides in the Unit during the term of the Lease.

20. MORTGAGEE'S RIGHTS

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

- (i) by act or omission seek to abandon or terminate the Condominium;
- (ii) change the pro rata interest or obligations of any individual Unit for the purpose of (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (b) determining the pro rata share of ownership of each Unit in the Common Elements;

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

b. Where the Mortgagee holding a first Mortgage of record, a secondary purchase money Mortgage of record (provided that neither the grantee nor any successor grantee

on the secondary purchase money Mortgage is the seller of the Unit) or other purchaser of a Unit obtains title pursuant to judicial nor nonjudicial foreclosure of the Mortgage, it shall not be liable, nor shall the Unit be subject to a lien, for the share of the Common Expenses or assessments by the Association chargeable to such Unit which became due prior to such acquisition of title. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from Owners of all the Units, including such acquirer, its successors and assigns. Additionally, such acquirer shall be responsible for all charges accruing subsequent to the passage of title, including, but not limited to, all charges for the month in which title is passed.

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

(i) any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first Mortgage held by such Eligible Mortgage Holder;

(ii) any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a first Mortgage held by such Eligible Mortgage Holder which remains unsatisfied for a period of 60 days, and any default in the performance by an individual Unit Owner of any other obligation under the Condominium Instruments which is not cured within 60 days;

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

(iv) any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders, as specified herein.

d. Upon request, each Owner shall be obligated to furnish to the Association the name and address of any Mortgagee encumbering such Owner's Unit.

e. Any Mortgagee who receives a written request from the Board to respond to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request, provided such request is delivered by certified or registered mail, return receipt requested.

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

21. ASSOCIATION'S OBLIGATION TO PROVIDE GOVERNING DOCUMENTS.

The Association shall be required to make available to Owners, prospective purchasers, lenders, and the holders, insurers and guarantors of the First Mortgage on any Unit, current copies of the Governing Documents and shall provide copies of the Governing Documents to such persons

upon payment of a reasonable charge therefor. All other books, records, and financial statements of the Association shall be available for inspection by the Owners pursuant to the provisions of Georgia Non Profit Corporation Code.

22. PREPARER. This Declaration was prepared by McCorkle, Johnson & McCoy, LLP, 319 Tattnell Street, Savannah, Georgia 31401.

23. ENFORCEMENT.

(a) Each Owner and occupant of a Unit shall comply strictly with this Declaration, the Bylaws, and Rules and Regulations of the Association, as any of the same may be amended from time to time. Any lack of such compliance shall be grounds for an action to recover sums due, for damages, or injunctive relief, or any other remedy available at law or in equity, maintainable by the Association or, in any proper case, by one or more aggrieved Owners, on their own behalf or as a class action. Inasmuch as the enforcement of the provisions of this Declaration, the Bylaws, and Rules and Regulations is essential for the effectuation of the general plan of the Condominium and for the protection of present and future Owners, it is hereby declared that any breach thereof cannot be adequately compensated by recovery of damages, and that the Association, or any aggrieved Owner, in addition to all other remedies, may require and shall be entitled to the remedy of injunction to restrain any such violation or breach or threatened violation or breach.

(b) The Association shall have the right to suspend an Owner's voting rights, to suspend an Owner's right to use the Common Elements, and to terminate any services provided or paid for by the Association for any period during which any assessments or other charges owed to the Association remain unpaid, and, for any violation of any provision of this Declaration, the Bylaws, or Rules and Regulations, for the duration of the infraction and for an additional period not to exceed thirty (30) days; provided, however, that no such suspension of use or termination of service shall deny any Owner or Occupant access to the Unit owned or occupied, or cause any hazardous or unsanitary condition to exist.

(c) In the event of any failure to comply strictly with this Declaration, the Bylaws, or Rules and Regulations, the Board of Directors may, in addition to exercising the other remedies provided for herein, levy fines against the Owner or Occupant for such failure in an amount which the Board, in its sole discretion, determines to be reasonable under the circumstances. Each day or time a violation is continued or repeated shall be considered a separate violation. All fines shall be an assessment and a lien against the Unit collectible as provided in Section 13 ("Assessments") hereof.

(d) In addition to all other remedies set forth herein, the Association, or any duly authorized agent thereof, shall, after ten (10) days written notice, have the right to enter upon any portion of the Condominium where a violation exists and summarily abate or remove, at the expense of the violating Owner, using such force as may be reasonably necessary, any erection, thing, or condition that may be or exist contrary to the intent and meaning of the provisions hereof; provided, however, that no notice shall be required in cases of emergency. Notwithstanding the foregoing, the Association shall have the right to immediately tow, at the owner's expense, without any additional notice or period in which to correct such violation, any

improperly parked or prohibited vehicle as identified herein or within the Bylaws or Rules and Regulations. Neither the Association, nor its officers, directors, employees, or agents shall be deemed guilty or liable for any manner of trespass for such entry, abatement, or removal. All costs and expenses incurred pursuant to this paragraph shall be an assessment and a lien against the Unit collectible as provided in Section 13 (“Assessments”) hereof.

(e) Should the Association employ legal counsel to enforce this Declaration, the Bylaws, or Rules and Regulations, all costs incurred in such enforcement, including reasonable attorney’s fees actually incurred, shall be paid by the violating Owner and shall be an assessment and a lien against the Unit collectible as provided in Section 13 (“Assessments”) hereof.

(f) No delay, failure, or omission on the part of the Association or any aggrieved Owner in exercising any right, power, or remedy shall operate as a waiver, bar, or otherwise affect its right to exercise or enforce any right, power, or remedy provided for herein. No right of action shall accrue nor shall any action be brought or maintained by anyone whomsoever against the Association for or on account of any failure to bring any action on account of any violation or breach, or threatened violation or breach of the provisions of this Declaration, the Bylaws, or Rules and Regulations, however long continued, or for adopting provisions which may be deemed unenforceable.

24. AMENDMENTS.

(a) Except as otherwise provided for herein, this Declaration may be amended by the affirmative vote, written consent, or any combination of the affirmative vote and written consent of the members of the Association holding two-thirds (2/3rds) of the total eligible votes thereof.

(b) In the event that a meeting is held to consider an amendment to this Declaration, notice of the meeting shall state the fact of consideration and state either the subject matter of the proposed amendment or that a copy of the proposed amendment is attached thereto. Any Owner not present at a meeting at which an amendment is considered may evidence their consent to such amendment, thereafter, in writing. No amendment shall be effective until a certified copy is filed in the Chatham County, Georgia records.

(c) Notwithstanding any other provision contained herein to the contrary, each Owner, by acceptance of a deed or other conveyance of a Unit, agrees that, if requested to do so by the Board of Directors, such Owner will consent to the amendment of this Declaration, Bylaws, Articles of Incorporation, Rules and Regulations, or any Condominium Instrument (i) such amendment is necessary to bring any provision hereof or thereof into compliance or conformity with, or remove any conflict or inconsistency with, the provisions of any applicable governmental statute, rule, regulation, including, without limitation, the provisions of the Act, or judicial determination which shall be in conflict therewith; (ii) such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Units; (iii) such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase

mortgage loans on any Unit; or (iv) such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Units.

(d) Notwithstanding any provision in this Declaration which may be construed to the contrary, any amendment to this Declaration which would change, alter, modify, or rescind any right, title, interest, or privilege herein expressly granted to the holder of any Mortgage affecting any of the Units shall require the prior written approval of such holder. In the event that any amendment to this Declaration is construed as having changed, altered, modified, or rescinded any such right, title, interest, or privilege granted to the holder of any Mortgage affecting any Unit under the terms of the Declaration prior to such amendment, such provision shall be deemed not applicable to such holder and the provision otherwise governing as contained in the original Declaration shall be deemed controlling.

(e) The Association, by vote of the Board of Directors pursuant to Sections 44-3-106(c) and 44-3-106(f) of the Act, is hereby empowered to amend the Condominium Instruments, Articles of Incorporation, and Bylaws, or any of them, in such respects as may be required to conform with the mandatory provisions of the Act, or any applicable governmental statute, including, but not limited to, laws or statutes passed by the United States of America, the State of Georgia, Chatham County, Georgia, or the City of Savannah, Georgia, or to the terms of this Declaration.

25. DISCLOSURES

(a) The Association may, but shall not be required to, from time to time, provide measures or take actions which directly or indirectly improve or otherwise affect the security of the Condominium. Notwithstanding the foregoing, the Association does not guarantee or insure that (i) non-owners and non-occupants will not gain access to the Condominium or individual Units, or (ii) that criminal acts will not be committed on the Condominium or in the Units. Each Unit Owner is responsible for his or her personal safety and the security of the Unit Owner's personal property, and the personal safety and security of such Unit Owner's family, tenants, invitees and guests. The Association shall not be held responsible for any loss or damage or personal injury by reason of failure to provide adequate security measures or the ineffectiveness of current security measures at the Condominium. Each Unit Owner, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to hereby indemnify defend and hold the Association harmless from and against any and all claims, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including, without limitation, attorneys' fees and expenses and court costs) suffered, incurred or sustained by Unit Owner and Unit Owner's family, tenants, invitees and guests as a result of, by reason of, or in connection with any criminal activity or breach of security on the Condominium or in an individual Unit.

(b) The Condominium is located adjacent to public thoroughfares and may be adversely affected by noise, traffic or other disturbances associated therewith from time to time. Such thoroughfares and rights of way may be widened from time to time.

(c) The views from and natural light available to a Unit may change over time due to, among other circumstances, additional development and the addition or removal of surrounding landscaping.

(d) No representations or warranties are made regarding zoning of adjacent property, or that the category to which adjacent property is zoned may not change in the future.

(e) No representations are made regarding the schools or other public facilities that currently or may in the future service the Condominium.

(f) Utilities, flooring and other uncovered surfaces within the Units and the Condominium may transmit noise. Such noise shall not constitute a use of the Unit that interferes with or causes disruption to the use and enjoyment of another Unit or Unit Owner.

(g) No representation or warranty is made that any Unit is or will be soundproof or that sound may not be transmitted from one Unit to another or from the Common Elements to a Unit.

(h) The Units may trap humidity created by general use and occupation of such space (cooking, bathing, laundering, etc.). As a result, condensation may appear on the interior portion of windows and glass surfaces and fogging of windows and glass surfaces may occur due to temperature disparities between the interior and exterior portions of the windows and glass. If left unattended and not properly maintained by Owner, the condensation may increase, resulting in staining, damage to surrounding seals, caulk, paint, woodwork and sheetrock, and potentially mold and/or mildew.

(i) Light may emit from improvements located on adjacent properties.

(j) Ingress to and egress from the Condominium may be difficult as the Condominium is located in an urban setting with restricted traffic patterns.

(k) While the drainage system for surface water runoff on the Condominium will be constructed in accordance with applicable governmental standards, the Condominium may still be subject to erosion and/or flooding during unusually intense or prolonged periods of rain.

26. GENERAL PROVISIONS.

(a) Eminent Domain. In the event that all or part of the Condominium shall be taken by any authority having the power of eminent domain, the allocation of the award of such condemnation and all related matters, such as the reallocation of undivided interests in the Common Elements, and liabilities for assessments and votes, shall be handled pursuant to and in accordance with the then applicable provisions of the Act. If there are no such provisions of the Act then in effect, the allocation of the award and related matters shall be handled pursuant to and in accordance with those provisions of the Act relating thereto in effect as of the date that this Declaration is Recorded in Chatham County, Georgia. If any Unit or portion thereof or 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, then the First Mortgagee will be entitled to timely written notice of any such proceeding or proposed acquisition. No provision of this Declaration or of any other document establishing the Condominium will entitle the Owner or other party to priority over any First Mortgagee with respect to the distribution of the proceeds of any award or settlement relating to the Unit to which the First Mortgagee holds a security interest.

(b) Rights of Third Parties. This Declaration shall be recorded pursuant to the provisions of the Act for the benefit of the Owners and their Mortgagees as herein provided. No adjoining real property owner or third party shall have any right, title, or interest whatsoever in the Condominium, or in the operation or continuation thereof, or in the enforcement of any of the provisions hereof. Subject to the rights of Mortgagees, as herein provided, the Owners shall have the right to cancel, extend, modify, amend, or otherwise change the provisions of this Declaration, without the consent, permission, or approval of any adjoining real property owner or third party.

(c) Partition, Termination and Withdrawal of Property. The Common Elements shall remain undivided. Unless the condominium form of ownership hereby established is terminated or the Property is withdrawn from the Condominium, as hereinafter provided, no Owner nor any other Person shall bring any action for partition or division of the whole or any part of any Unit or of the whole or any part of the Common Elements. The Condominium may be terminated or a portion of the Property may be withdrawn from the Condominium only in strict accordance with and pursuant to the then applicable provisions of the Act, and all matters relating to such termination or withdrawal shall be handled in accordance with such provisions of the Act. If there are no such provisions of the Act then in effect, then such termination or withdrawal and related matters shall be handled pursuant to and in accordance with those provisions of the Act relating thereto in effect as of the date that this Declaration is Recorded in Chatham County, Georgia.

(d) Duration. The covenants, terms, conditions, easements, and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, the Owner of any property subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns. To the maximum extent permitted by Georgia law, the covenants, terms, conditions, easements, and restrictions of this Declaration shall have perpetual duration.

(e) Interpretation. In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of the Board of Directors, will best effect the intent of the general plan of the Condominium. The provisions hereof shall be liberally interpreted, and, if necessary, shall be so extended or enlarged by implication as to make them fully effective. In the event of any conflicts or inconsistencies between the Act, the Georgia Nonprofit Corporation Code, this Declaration, the Bylaws, and the Rules and Regulations, the terms and provisions of the Act, the Georgia Nonprofit Corporation Code, the Declaration, the Bylaws and the Rules and Regulations, in that order, shall prevail.

(f) Gender and Grammar. The use of the masculine gender in this

Declaration shall be deemed to include the feminine and neuter genders, and vice versa, and the use of the singular shall be deemed to include the plural whenever the context so requires.

(g) 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, and to this end the provisions of this Declaration are declared to be several.

(h) Covenants Running with the Land. All provisions of this Declaration shall be construed and are covenants running with title to the Units and shall be enforceable equitable servitudes and restrictive covenants and inure to and bind all Owners and their successors, assigns, heirs, executors, and administrators.

(i) Association Consent. The Association, by acceptance of its rights and powers hereunder, approves, consents to, and accepts the terms of the foregoing and all of its terms, provisions, conditions, and covenants.

(j) No Waiver. No failure to enforce or delay in enforcing any provision or restriction of this Declaration shall be or be deemed to be a waiver of the right to enforce such provision or restriction against the same person or any other person in any situation. Subject to the provisions of the Act, the Board of Directors shall be authorized to grant variances from the covenants and restrictions of this Declaration, provided such variances must be in writing and must be determined by the Board to be in the best interests of the Association. Any such variance granted by the Board shall not be or be deemed to be a precedent binding on the Board in any future case.

(k) Titles. The paragraph or section titles at the beginning of each numbered paragraph or section of this Declaration are for convenience only, and the words contained therein shall not be considered to expand, modify, change, or aid in the interpretation, construction, or meaning of this Declaration.

(l) Effective Date. The effective date of this Declaration shall be the date of its Recording.

(m) Governing Law. This Declaration shall be construed under and in accordance with the laws of the State of Georgia.

(n) Duty of Owners to Inform the Association of Current Address. Each Owner shall have the affirmative duty and obligation to inform the Association in writing of any change of the Owner's current address. All notices hereunder shall be deemed given if sent to the Unit address or to such other last known address as the Owner may designate by written notice to the Association.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Association, has caused its duly authorized officers to execute this Declaration as of the ____ day of _____, 2021.

Association:

FORSYTH PARKSIDE UNIT OWNERS
ASSOCIATION, INC.,
a Georgia non-profit corporation

Signed, sealed and delivered

By: _____
in the presence of:

Its: President

Unofficial Witness

Notary Public
My Commission Expires:

[Notary Seal]

[Corporate Seal]

Signed, sealed and delivered

By: _____
in the presence of:

Its: _____

Unofficial Witness

Notary Public
My Commission Expires:

[Notary Seal]

Exhibit "A"

LEGAL DESCRIPTION

All those certain lots, tracts or parcels of land situate, lying, and being in the City of Savannah, Chatham County, Georgia and known as Lot Thirty-Eight (38), Lot B, a portion of Lot Thirty-Six (36) and a portion of the southern one-half of Lot Thirty-Four (34), Forsyth Ward as shown upon a map or plat of said lots recorded in the Office of the Clerk of Superior Court of Chatham County, Georgia in Plat Book BB, Page 169, to which reference is hereby specifically made for a more complete description of said lots and said map is expressly made a part of this description.

EXHIBIT "B"

PERCENTAGE INTEREST

Exhibit "C"

BYLAWS

[SEE ATTACHED]

Exhibit "D"
PRESIDENT AND SECRETARY'S CERTIFICATION

We, _____ and _____ the undersigned duly authorized President and Secretary of Forsyth Parkside Unit Owners Association, Inc., a Georgia non-profit corporation (the Association), do hereby certify that all notices were properly given and that this Amended and Restated Declaration of Condominium for Residences at Forsyth Parkside, A Condominium was duly approved on the ____ of _____, 2021, by a vote in excess of a 2/3 majority of the Association Members.

This ____ day of _____, 2021.

Signed, sealed and delivered this
____ day of _____,
2021, in the presence of:

Unofficial Witness

By: _____
President of Forsyth Parkside Unit Owners
Association, Inc.

Notary Public
My Commission Expires:

Signed, sealed and delivered this
____ day of _____,
2021, in the presence of:

Unofficial Witness

By: _____
Secretary of Forsyth Parkside Unit Owners
Association, Inc.

Notary Public
My Commission Expires: