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DECLARATION OF CONDOMINIUM
FOR
VICTORIA HEIGHTS, A CONDOMINIUM
FULTON COUNTY, GEORGIA

CONDOMINIUM PLAT RECORDED AT CONDOMINIUM PLAT BOOK 17, PAGE 38
CONDOMINIUM PLANS RECORDED IN FLOOR PLANS COND 32, PAGE 699

DECLARATION OF CONDOMINIUM

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DECLARATION OF CONDOMINIUM
FOR
VICTORIA HEIGHTS, A CONDOMINIUM

This Declaration is made on the date set forth below by **Kings Santa Fe Townhomes, LLC**, a Georgia limited liability company, for the purpose of submitting the Property, as defined below, to the Georgia Condominium Act.

1. NAME.

The name of the condominium is **Victoria Heights, A Condominium** (hereinafter sometimes called "Condominium," as further defined herein), which condominium hereby submits to the Georgia Condominium Act, O.C.G.A. § 44-3-70, et seq.

2. DEFINITIONS.

Generally, terms used in this Declaration, the Bylaws, and the Articles of Incorporation shall have their normal, generally accepted meanings or the meanings given in the Act or the Georgia Nonprofit Corporation Code. Unless the context otherwise requires, the terms used in this Declaration, the Bylaws, and the Articles of Incorporation shall have the following meanings:

- a) Act shall mean the Georgia Condominium Act, O.C.G.A. §44-3-70, et seq., as such act may be amended from time to time.
- b) Architectural Control Committee or ACC shall mean the committee established to exercise the architectural review powers set forth in Paragraph 13 hereof.
- c) Area of Common Responsibility shall mean and refer to the Common Elements, together with those areas, if any, which by the terms of this Declaration or by contract or agreement with any other person or entity become the responsibility of the Association. The Area of Common Responsibility specifically includes, but is not limited to, all obligations of the Association under the terms of the Cross Access and Use Easement Agreement.
- d) Articles or Articles of Incorporation shall mean the Articles of Incorporation of the Association, which have been filed with the Secretary of State of the State of Georgia.
- e) Association shall mean Victoria Heights Condominium Association, Inc., a Georgia nonprofit corporation, its successors or assigns.
- f) Board or Board of Directors shall mean the elected body responsible for management and operation of the Association.

- g) Bylaws shall mean the Bylaws of the Association, attached to this Declaration as Exhibit "C" and incorporated herein by this reference.
- h) Common Elements shall mean those portions of the property subject to this Declaration which are not included within the boundaries of a Unit, as more particularly described in this Declaration.
- i) Common Expenses shall mean the expenses incurred or anticipated to be incurred by the Association for the general benefit of the Condominium, including, but not limited to those expenses incurred for maintaining, repairing, replacing, and operating the Area of Common Responsibility.
- j) Condominium shall mean all that property described in Exhibit "A" attached hereto and incorporated herein by this reference, submitted to the provisions of the Act by this Declaration, together with all or such portions of the property described on Exhibit "B" hereto that are submitted to the provisions of the Act and this Declaration by a duly executed and recorded amendment to this Declaration.
- k) Condominium Instruments shall mean this Declaration and all exhibits to this Declaration, including the Bylaws of the Association, and the Plats and Plans, all as may be supplemented or amended from time to time.
- l) Cross-Access and Use Easement Agreement shall mean that certain Amended and Restated Cross-Access and Use Easement Agreement between Kings Morgan Falls Apartments, LLC and Kings Santa Fe Townhomes, LLC recorded at Deed Book 40003, Page 421, Fulton County, Georgia records.
- m) Declarant shall mean Kings Santa Fe Townhomes, LLC, a Georgia limited liability company, which is the owner of the Property and has executed this Declaration. The term "Declarant" includes any successor-in-title thereto who comes to stand in the same relation to the Condominium as the Declarant, specifically including any Person who acquires the Declarant's interest pursuant to the foreclosure of a deed to secure debt or similar instrument encumbering Declarant's interest in the Property. From the time of the recordation of any amendment to the Declaration expanding this Condominium, all persons who execute that amendment or on whose behalf that amendment is executed, as required by the Act, shall also come within this definition. This term does not include, in its capacity as such, any mortgagee, any lien holder, any person having an equitable interest under any contract for the sale and/or lease of a Unit, or any occupant of a Unit under a lease.
- n) Limited Common Elements shall mean a portion of the Common Elements reserved for the exclusive use of those entitled to occupy one (1) or more, but less than all, Units, as more particularly set forth in this Declaration.
- o) Majority means those eligible votes, Owners, or other group, as the context may indicate, totaling more than fifty (50%) percent of the total eligible number.

- p) Mortgage shall refer to any mortgage, deed to secure debt, deed of trust, or other transfer or conveyance for the purpose of securing the performance of an obligation, including, but not limited to, a transfer or conveyance of fee title for such purpose.
- q) Mortgage Holder shall mean the holder of any Mortgage, and shall include Fremont Investment & Loan, a California Industrial Bank under that certain first lien mortgage with Declarant.
- r) Occupant shall mean any Person occupying all or any portion of a Unit for any period of time, regardless of whether such Person is a tenant or the Owner of such Unit.
- s) Owner shall mean the record title holder of a Unit within the Condominium, but shall not include a Person who is only a Mortgage Holder.
- t) Person shall mean any individual, corporation, firm, association, partnership, trust, or other legal entity.
- u) Plans shall mean the floor plans for Victoria Heights, A Condominium filed in the Fulton County, Georgia condominium plan records as set forth on the cover page of this Declaration, and any additions, revisions and amendments thereto that may be filed for record.
- v) Plat shall mean the plat of survey for Victoria Heights, A Condominium filed in the Fulton County, Georgia condominium plat records as set forth on the cover page of this Declaration, and any revisions and amendments thereto that may be filed for record.
- w) Unit shall mean that portion of the Condominium intended for individual ownership and use as more particularly described in this Declaration and shall include the undivided ownership in the Common Elements assigned to the Unit by this Declaration.

3. LOCATION AND DESCRIPTION OF THE PROPERTY.

The Condominium subject to this Declaration and the Act is located in Land Lot 76 of the 17th District, Fulton County, Georgia, being more particularly described in Exhibit "A" attached to this Declaration, which exhibit is specifically incorporated herein by this reference. The Plat and Plans relating to the Condominium will be filed in the Fulton County, Georgia records as each Unit is submitted to this Declaration. The Declarant has the right to file additional plats and plans from time to time as necessary or appropriate to further describe the Units, to correct incorrect plats or plans, or to comply with the Act. The Plat and Plans are incorporated herein by reference as fully as if the same were set forth in their entirety herein.

So long as Declarant owns a Unit, Declarant reserves the right, but shall have no obligation, to make improvements and changes to all or part of the Common Elements, Limited Common Elements, and the Units owned by Declarant (other than changes to the location of Unit boundaries unless expressly permitted herein) and to Declarant's rights and obligations under the Reciprocal Easement Agreement including, without limitation, the right to align or realign

parking spaces and parking areas, install or change utility systems and facilities, rearrange and install security and refuse facilities and perform work relating to building exteriors.

4. UNITS AND BOUNDARIES.

a) Number of Units. The Condominium will initially be divided into 212 residential Units and the Common Elements (including but not limited to the Limited Common Elements). Each Unit consists of a dwelling and its appurtenant percentage of undivided interest in the Common Elements. Each Unit shall be conveyed as a separately designated and legally described freehold estate subject to the Act and the Condominium Instruments. The Units are depicted on the Plat and the Plans.

b) Boundaries of the Units. 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 in which the Unit was located, and regardless of minor variance between the boundaries shown on the plans or in a deed and those of the Unit. The boundaries of each of the Units and any additional Units are as follows:

(i) Horizontal (upper and lower) Boundaries. The upper horizontal boundary of each Unit is the unexposed surface of the finished sheetrock that creates the ceiling of the uppermost story(ies) of such Unit. The lower horizontal boundary of each Unit is the material abutting the subfloor or slab that creates the lowermost story(ies) of such Unit. The subfloor (including the wood layer and the light-weight concrete layer, if any) or slab that creates the lowermost story(ies) of such Unit is part of the Common Elements and is specifically excluded.

(ii) Vertical (lateral) Boundaries. The vertical boundaries of the Units are the unexposed surface of the finished sheetrock that forms the vertical walls of the Units.

All interior finished surfaces of all perimeter walls, floors and ceilings of a Unit, including the dry-wall, plaster, carpeting and carpet pad, hardwood flooring, other surface flooring and other material creating the finished visible surfaces of the walls, floors or ceilings, are specifically included within the boundaries of a Unit.

All entry doors and windows, including the frames for such items, shall be Limited Common Elements and are specifically excluded.

Heating and air conditioning systems, chimneys and flues serving a single Unit (including any part of any such system located outside the boundaries of the Unit), all duct work for such systems and all interior partitions, appliances, fixtures and improvements within a Unit shall be part of the Unit.

If any chutes, chimneys, flues, ducts, conduits, wires, pipes, sewer drains, water services or meters or other apparatus lie partially within and partially outside of the designated boundaries of the Unit, any portion thereof which serves only that Unit shall be deemed to be a part of that Unit, while any portions thereof which serves more than one Unit or any portion of the Common Elements shall be deemed a part of the Common Elements.

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

5. COMMON ELEMENTS.

The Common Elements consist of all portions of the Condominium not located within the boundaries of a Unit.

Ownership of the Common Elements shall be by the Unit Owners as tenants-in-common. The percentage of undivided interest in and to the Common Elements attributable to each Unit shall be the percentage set forth on Exhibit "B" attached hereto and incorporated herein by this reference.

The Common Elements shall remain undivided, and no Owner or any other person shall bring any action for partition or division of the whole or any part thereof except as provided in the Act. Except for the Limited Common Elements or as otherwise provided herein, each Owner and the Association may use the Common Elements for the purposes for which they are intended, but no such use shall enter or encroach upon the lawful rights of the other Owners.

6. LIMITED COMMON ELEMENTS.

- (a) The Limited Common Elements located on the Condominium and the Unit(s) to which they are assigned are:
 - (i) all windows and exterior doors designed to serve a single Unit and any deck or balcony adjoining a Unit and reasonably accessible only from such Unit is assigned as a Limited Common Element to the Unit to which it is connected;
 - (ii) the portion of the Common Elements on which there is located any portion of the air conditioning or heating system exclusively serving a particular Unit or Units is assigned as a Limited Common Element to the Unit or Units so served;
 - (iii) any utility meter which serves only one Unit is assigned as a Limited Common Element to the Unit so served;
 - (iv) any mailbox or mail slot assigned to a Unit is a Limited Common Element to the Unit to which it is assigned; and
 - (v) the storage spaces shown on the Plans may be assigned to specific Units as a Limited Common Element to the Unit to which it is assigned. The assignment or reassignment of storage spaces as Limited Common Elements shall be made by amendment to this Declaration as provided in subparagraph (b) below.

- (b) The Association's Board of Directors, without need for a membership vote, is hereby authorized to assign and to reassign Limited Common Elements, provided that such assignment or reassignment shall be made in accordance with the provisions of Section 44-3-82 of the Act. A Common Element not previously assigned as a Limited Common Element may be so assigned and a Limited Common Element may be reassigned by the Board, without the need for a vote of the Association, upon written application to the Association by the Unit Owner or Owners for whose exclusive use such Common Element is requested or whose use of the Limited Common Element previously assigned is directly affected. Upon such application, the Association shall prepare and execute an amendment to the Declaration assigning the Common Element as a Limited Common Element or reassigning the Limited Common Element, which amendment shall be executed by the Owner or Owners making such application. Such amendment shall be delivered and become effective as provided in Section 44-3-82 of the Act. An amendment to assign a Common Element not previously assigned as a Limited Common Element shall not require the approval of the Association or the Board if the request is made by the Declarant, or its affiliate. Such a request made by any other Person shall require the Board's consent.
- (c) For so long as the Declarant owns any Unit primarily for the purpose of sale, Declarant shall have the right to sell to Unit Owners the storage spaces shown on the Plans as Limited Common Elements. The proceeds of the sale of storage spaces as Limited Common Elements shall belong to the Declarant.

7. **ASSOCIATION MEMBERSHIP AND ALLOCATION OF VOTES.**

All Unit Owners, by virtue of their ownership of a fee or undivided fee interest in any Unit in the Condominium, excluding Persons holding such interest under a Mortgage, are members of the Association, and, except as otherwise provided herein or in the Bylaws, shall be entitled to vote on all matters upon which members of the Association are entitled to vote pursuant to the Declaration and in accordance with the Bylaws. Subject to the provisions of the Condominium Instruments, each Owner shall be entitled to one (1) vote for each Unit in which he or she holds the interest required for membership.

8. **ALLOCATION OF LIABILITY FOR COMMON EXPENSES.**

- (a) Except as provided below, or elsewhere in the Act or Condominium Instruments, the amount of all Common Expenses shall be assessed against all the Units in accordance with the percentage of undivided interest in the Common Elements appurtenant to the Unit as set forth in Section 5 hereof.
- (b) The Board of Directors shall have the power to assess specially pursuant to this Paragraph and to Section 44-3-80(b) of the Act as, in its discretion, it shall deem appropriate. Failure of the Board of Directors to exercise its authority under this Paragraph shall not be grounds for any action against the Association or the Board of Directors and shall not constitute a waiver of the Board's right to exercise its authority under this Paragraph in the future with respect to any expenses.

including an expense for which the Board has not previously exercised its authority under this Paragraph.

- (i) Any Common Expenses benefiting less than all of the Units or significantly disproportionately benefiting all Units may be specially assessed equitably among all of the Units which are benefited according to the benefit received.
- (ii) Other than for Limited Common Elements expressly designated as such herein, expenses incurred for the maintenance, repair, or replacement of the Area of Common Responsibility shall not be specially assessed.
- (ii) Any Common Expenses occasioned by the conduct of less than all of those entitled to occupy all of the Units or by the Occupant(s), licensees or invitees of any such Unit or Units may be specially assessed against such Unit or Units.
- (iii) Other than for Limited Common Elements expressly designated as such herein, nothing contained in subparagraphs (i) and (ii) above shall permit the Association to specially or disproportionately allocate Common Expenses for the periodic maintenance, repair and replacements of any portion of the Common Elements or the Units which the Association has the obligation to maintain, repair or replace.

9. **ASSOCIATION RIGHTS AND RESTRICTIONS.**

In addition to and not in limitation of all other rights it may have, the Association, acting through its Board of Directors, shall have the right and authority:

- (a) to enter the Units for maintenance, emergency, security, or safety purposes, which 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. This right shall extend to correct, repair and replace any water meter reading devices or fire sprinklers located in a Unit. Except in an emergency situation, entry shall be only during reasonable hours and after reasonable notice to the Owner or Occupant of the Unit;
- (b) to make and to enforce reasonable rules and regulations governing the use of the Condominium, including the Units, Limited Common Elements and Common Elements;
- (c) to enforce use restrictions, other Declaration and Bylaws provisions, and rules and regulations by the imposition of reasonable monetary fines, suspension of use and voting privileges, and the exercise of self-help (specifically including but not limited to the towing of vehicles that are in violation of the parking rules and regulations), all as provided in Section 44-3-76 of the Act, as amended;
- (d) to grant permits, licenses, right of way, utility easements, and other easements;

- (e) to control, manage, operate, maintain, improve and replace all portions of the Area of Common Responsibility;
- (f) to act on behalf of and in the name of the Condominium in the event of damage or destruction as a result of casualty loss, condemnation or eminent domain, in accordance with the provisions of the Act and this Declaration;
- (g) to acquire, hold, and dispose of tangible and intangible personal property and real property;
- (h) to close permanently or temporarily any portion of the Common Elements (excluding the Limited Common Elements) with thirty (30) days prior notice to all Owners, except that, in emergency situations requiring a temporary closing, prior notice shall not be required so long as notice is given within three (3) days after the closing explaining the reason for the closing. Notwithstanding the above, the Owners may re-open closed Common Elements by a majority of the total Association vote, cast at a duly called special or annual meeting;
- (i) to establish a construction deposit in a reasonable amount determined by the Board of Directors to be paid by all Owners making modifications, alterations or additions to their Units in order to protect the Condominium against damage due to the transportation and use of construction materials in the Condominium. Costs for repair of such damage may be deductible from the construction deposit and any additional expenses may be specifically assessed against the Unit under subparagraph 8(b) (ii) above; and
- (j) to exercise reasonable business judgment in the decision to pursue enforcement action in any particular case, without waiver of the Association's right to enforce the same provision at a later time under other circumstance or preclude the Association from enforcing any other covenants, restriction or rule.

10. ASSESSMENTS.

- (a) Purpose of Assessment. The Association shall have the power to levy assessments as provided herein and in the Act. The assessments for Common Expenses provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and Occupants of Units in the Condominium as may be more specifically authorized from time to time by the Board.
- (b) Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Unit, by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges; (ii) special assessments, such assessments to be established and collected as hereinafter provided; and (iii) specific assessments against any particular Unit which are established pursuant to the terms of this Declaration, including but not limited to reasonable fines imposed in accordance with the terms of this Declaration.

All such assessments, together with charges, interest, costs and reasonable attorney's fees actually incurred, and if the Board so elects, rents, in the maximum amount permitted by the Act, shall be a charge on the Unit and shall be a continuing lien upon the Unit against which each assessment is made. Such amounts shall also be the personal obligation of the Person who was the Owner of such Unit at the time when the assessment fell due. Each Owner and his or her grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors; unless otherwise provided, the annual assessments shall be paid in equal monthly installments due on the first day of each calendar month. No Owner shall exempt himself or herself from liability for or otherwise withhold payment of assessments for any reason whatsoever, including, but not limited to, non-use of the Common Elements, the Association's failure to perform its obligations required hereunder, or inconvenience or discomfort arising from the Association's performance of its duties. The lien provided for herein shall have priority as provided in the Act.

- (c) Delinquent Assessments. All assessments and related charges not paid on or before the due date shall be delinquent, and the Owner shall be in default.
- (i) If any monthly installment of annual assessments or any part thereof is not paid in full by the tenth (10th) day of the month or if any other charge is not paid within ten (10) days of the due date, a late charge equal to the greater of ten (\$10.00) dollars or ten (10%) percent of the amount not paid, or such higher amounts as may be authorized by the Act, may be imposed without further notice or warning to the delinquent Owner and interest at the rate of ten (10%) percent per annum or such higher rate as may be permitted by the Act shall accrue from the due date.
 - (ii) If part payment of assessments and related charges is made, the amount received may be applied first to costs and attorney's fees, then to late charges, then to interest, then to delinquent assessments, and then to current assessments.
 - (iii) If assessments, fines or other charges or any part thereof due from an Owner remain delinquent and unpaid for a period greater than fifteen (15) days from the date due, a notice of delinquency may be given to that Owner stating that if the assessment, fine or charge remains delinquent for more than ten (10) days from the date of the notice of delinquency, the Board of Directors may accelerate and declare immediately due all of that Owner's unpaid installments of the annual assessment and of any special assessment. If an Owner fails to pay all assessments and related charges currently due within ten (10) days of the date of the notice of delinquency, the Board of Directors may then accelerate and declare immediately due all installments of the annual assessment and of any special assessment.

without any further notice being given to the delinquent Owner. Upon acceleration, that Owner shall thereby lose the privilege of paying the annual assessment in monthly installments for that fiscal year.

- (iv) If assessments and other charges or any part thereof remain unpaid more than thirty (30) days after the assessment payments first become delinquent, the Association, acting through the Board of Directors, may institute suit to collect all amounts due pursuant to the provisions of the Declaration, the Bylaws, the Act and Georgia law and suspend the Owner's and/or Occupant's right to vote and the right to use the Common Elements; provided, however, the Board may not limit ingress or egress. Enforcement under this subparagraph is not dependent upon or related to other restrictions and/or other actions.
- (v) If any assessment or other charge is delinquent for thirty (30) days or more, in addition to all other rights provided in the Act and herein, the Association shall have the right upon ten (10) days written notice, and in compliance with any requirements set forth in the Act, to suspend any utility services, the cost of which are an Association Common Expense, including, but not limited to, water, electricity, heat, air conditioning and cable television, to that Unit until such time as the delinquent assessments and all costs permitted under this Paragraph including reasonable attorney's fees, are paid in full. Any costs incurred by the Association in discontinuing and/or reconnecting any utility service, including reasonable attorney's fees, shall be an assessment against the Unit.

Notwithstanding the above, the Board may suspend water, electricity, heat, air conditioning or cable television service paid for as a Common Expense only to the extent permitted by applicable law and only after a final judgment or judgments in excess of a total of \$750.00, or such other amount as required by the Act, are obtained in favor of the Association from a court of competent jurisdiction, the Association provides the notice required to be provided by the institutional provider of such service prior to suspension of such service, and the Association complies with any other requirements of O.C.G.A. §44-3-76. The utility services shall not be required to be restored until all judgments and any reasonable utility provider charges or other reasonable costs incurred in suspending and restoring such services are paid in full, at which time the Association shall direct the utility provider to restore the service.

- (d) Computation of Operating Budget and Assessment. Prior to the beginning of the Association's fiscal year, it shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Condominium during the coming year. The Board shall cause the budget and notice of the assessments to be levied against each Unit for the following year to be delivered to each member at least thirty (30) days prior to the Association's annual meeting. The budget and the assessment shall become effective unless disapproved at a duly called and

Not
Scheduled yet.

constituted annual meeting of the Association by a vote of a majority of the total Association vote; provided, however, if a quorum is not obtained at the annual meeting, the budget shall become effective even though a vote to disapprove the budget could not be called at this meeting.

Notwithstanding the foregoing, in the event that the membership disapproves the proposed budget or the Board fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the current year, as increased by a percentage equal to the annual rate of inflation as measured by the Consumer Price Index for All Urban Consumers for the immediately preceding 12-month period, shall continue for the succeeding year. In such case, the Board may propose a new budget at any time during the year at a special meeting of the Association. The proposed budget and assessment shall be delivered to the members at least thirty (30) days prior to the proposed effective date thereof and at least seven (7) days prior to the special meeting. The approval procedure set forth above for budgets considered at annual meetings shall also apply to budgets considered at special meetings.

Enforcement under this subparagraph is not dependent upon or related to other restrictions and/or other actions.

- (e) Special Assessments. In addition to the annual assessment provided for in subparagraph (b) above, the Board, at any time, and in addition to any other rights it may have, may levy a special assessment against all Owners, notice of which shall be sent to all Owners. Any special assessment (except as provided in Paragraph 8(b) regarding the power to assess specially pursuant to Section 44-3-80(b) of the Act and Paragraph 12(b) herein, regarding repair or reconstruction of casualty damage to or destruction of all or part of the Condominium) which would cause the average total of special assessments levied in one fiscal year to exceed two hundred (\$200.00) dollars per Unit, shall be approved by a majority of the total Association vote prior to becoming effective.
- (f) Capital Budget and Contribution. The Board of Directors shall annually prepare a capital budget which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect both to amount and timing by equal annual assessments over the period of the budget. The capital contribution required, if any, shall be fixed by the Board and included within the budget and assessment as provided in subparagraph (d) of this Paragraph. A copy of the capital budget shall be distributed to each member in the same manner as the operating budget.

Notwithstanding any other provisions of this Declaration, during the time the Declarant appoints the directors and officers of the Association pursuant to

Article III, Section 2 of the Bylaws. Declarant shall not be required to prepare a capital budget, set any other capital contribution, or otherwise collect amounts for capital reserves. Any capital contribution collected by the Association shall not be collected against a Mortgagee which takes title to a Unit pursuant to foreclosure.

- (g) Statement of Account. Any Owner, Mortgagee, Person having executed a contract for the purchase of a Unit, or lender considering a loan to be secured by a Unit, shall be entitled, upon written request, to a statement from the Association setting forth the amount of assessments due and unpaid, including any late charges, interest, fines, or other charges against a Unit. The Association shall respond in writing within five (5) days of receipt of the request for a statement; provided, however, the Association may require the payment of a fee, not exceeding ten (\$10.00) dollars, or such higher amount as may be authorized by the Act, as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Unit as of the date specified herein.
- (h) Surplus Funds and Common Profits. Pursuant to Section 44-3-108 of the Act, common profits from whatever source shall be applied to the payment of Common Expenses. Any surplus funds remaining after the application of such common profits to the payment of Common Expenses shall, at the option of the Board of Directors, either be distributed to the Owners or credited to the next assessment chargeable to the Owners in proportion to the liability for Common Expenses attributable to each Unit, or added to the Association's reserve account.

11. INSURANCE.

The Association shall obtain and maintain at all times, as a Common Expense, insurance as required by Section 44-3-107 of the Act, as amended, and as required herein, and, if and to the extent necessary, such other insurance as is required by the Federal National Mortgage Association ("Fannie Mae"), Federal Home Loan Mortgage Corporation ("Freddie Mac"), the Department of Housing and Urban Development ("HUD") or the Veterans Administration ("VA").

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

All insurance purchased by the Association pursuant to this Paragraph shall run to the benefit of the Association, the Board of Directors, all officers, agents and employees of the

Association, the Unit Owners, and their respective Mortgagees, and all other persons entitled to occupy any Unit, as their interests may appear. The Association's insurance policy may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance equals at least the replacement cost of the insured property.

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

All insurance coverage for the Association shall be written in the name of the Association as trustee for itself, each of the Owners, and the Mortgagees of Owners, if any. It shall be the duty of the Board of Directors at least every two (2) years to conduct an insurance review to determine if the policy in force is 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 to verify that insurance policies in existence meet the needs of the Association and satisfy the requirements of Section 44-3-107 of the Act, as amended.

- (a) The Board of Directors shall utilize reasonable efforts to secure a blanket hazard insurance policy providing "all risk" coverage in an amount equal to full replacement cost, before application of deductibles, of all improvements located on the condominium property. If "all risk" coverage is not reasonably available at reasonable cost, the Board shall obtain, at a minimum, fire and extended coverage, including coverage for vandalism and malicious mischief, in like amounts. The Board shall use reasonable efforts to obtain policies that will provide the following:
 - (i) the insurer waives its rights of subrogation of any claims against directors, officers, the managing agent, the individual Owners, Occupants, and their respective household members;
 - (ii) any "other insurance" clause contained in the master policy shall expressly exclude individual Unit Owners' policies from its operation;
 - (iii) until the expiration of thirty (30) days after the insurer gives notice in writing to the Mortgagee of any Unit, the Mortgagee's insurance coverage will not be affected or jeopardized by any act or conduct of the Owner of such Unit, the other Unit Owners, the Board of Directors, or any of their agents, employees, or household members, nor be canceled for nonpayment of premiums;
 - (iv) the master policy may not be canceled, substantially modified, or subjected to non-renewal without at least thirty (30) days prior notice in writing to the Board of Directors and all Mortgagees of Units;
 - (v) an agreed value endorsement and an inflation guard endorsement; and

- (vi) the deductible amount per occurrence for coverage required by the Act shall not exceed two thousand five hundred (\$2,500) dollars.
- (b) All policies of insurance shall be written with a company licensed to do business in the State of Georgia and, if reasonably available, shall carry a "B+" or better rating from A. M. Best Company. The company shall provide insurance certificates to each Owner and each Mortgagee upon request.
- (c) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Association's Board of Directors; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.
- (d) In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by individual Unit Owners or their Mortgage Holders. Each Unit Owner shall notify the Board of Directors of all structural improvements made by the Unit Owner to his or her Unit.
- (e) In addition to the insurance required hereinabove, the Board shall obtain as a Common Expense:
 - (i) worker's compensation insurance, if and to the extent necessary, to meet the requirements of law;
 - (ii) public liability insurance in amounts no less than required by Section 44-3-107 of the Act, as amended, and officers' and directors' liability insurance in such amounts as the Board may determine;
 - (iii) fidelity bonds, if reasonably available, covering officers, directors, employees, and other persons who handle or are responsible for handling Association funds. Such bonds, if reasonably available, shall be in an amount consonant with the best business judgment of the Board 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 in the custody of the Association at any time during the term of the bond; provided, however, fidelity coverage herein required may be reduced based on the implementation of financial controls which take one or more of the following forms: (a) the Association or management company, if any, maintains a separate bank account for the working account and the reserve account, each with appropriate access controls and the bank in which funds are deposited sends copies of the monthly bank statements directly to the Association; (b) the management company, if any, maintains separate records and bank accounts for each association that uses its services and the management company does not have the authority to draw checks on, or to transfer funds from, the Association's reserve

account; or (c) two members of the Board of Directors must sign any checks written on the reserve account;

- (iv) such other insurance as the Board of Directors may determine to be necessary.
- (f) Insurance carried by the Association as a Common Expense shall not be required to include any part of a Unit which is not depicted on the original plats and plans or included in the original Mortgage, nor shall the Association include public liability insurance for individual Owners for liability arising within the Unit.
- (g) Nothing contained herein gives any Owner or other party a priority over the 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 Unit Owner and the Mortgagee. This is a covenant for the benefit of any such Mortgagee and may be enforced by any such Mortgagee.
- (h) Every Unit Owner covenants and agrees with all other Owners and with the Association that each Owner shall maintain at all times insurance covering those portions of his or her Unit to the extent not insured by policies maintained by the Association, as well as a liability policy covering damage or injury occurring in or on such Unit. The Board has the right, but not the obligation, to require the Unit Owner to furnish a copy of such insurance policy or policies to the Association. In the event that any such Unit Owner fails to obtain insurance as required by this subparagraph, the Association has the right, but not the obligation, to purchase such insurance on behalf of the Unit Owner and assess the cost thereof to the Unit Owner, to be collected in the manner provided for collection of assessments under this Declaration.
- (i) 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 this, if the insurance policy provides that the deductible will apply to each Unit separately or to each occurrence, each Unit Owner shall be responsible for paying the deductible pertaining to his or her Unit, if any. If any Owner or Owners fail to pay the deductible when required under this subparagraph, then the Association may pay the deductible and assess the cost to the Owner or Owners pursuant to Paragraph 8 of this Declaration; provided, however, where the deductible is for the insurance required under the Act, no Owner shall be assigned more than two thousand five hundred (\$2,500.00) dollars, or such higher amount as authorized by the Act, as the cost of the deductible for any one occurrence.

As long as Fremont Investment & Loan, a California Industrial Bank ("Fremont") is the holder of a first lien mortgage on any Unit or any portion of the Condominium, which mortgage secures a loan ("Fremont Loan") from Fremont to Declarant, Fremont shall be deemed the sole eligible representative of all mortgagees and shall be the sole financial institution holding any insurance or condemnation proceeds, unless Fremont agrees otherwise, and Fremont shall be named as an additional insured on all insurance policies and the Board shall carry such additional insurance as required by Fremont pursuant to the Fremont Loan documents.

12. 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 eighty (80%) percent of the Unit Owners, including the Owner or Owners of any damaged Unit or Units, 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 these documents shall be construed to afford a priority to any Unit 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 Unit) to substantially the condition which existed before such casualty, allowing for the 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(s) damaged in proportion to the damage to the Units or against all Owners, in the case of insufficient funds to cover damage to the Common Elements. This assessment shall not be considered a special assessment as discussed in Paragraph 10(c). 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. To the extent insurance proceeds are available, the Association may reconstruct or repair Owner improvements damaged as a result of fire or other casualty.

- (d) Encroachments. Encroachments upon or in favor of Units 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 Unit Owner upon whose property such encroachment exists, provided that such reconstruction 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 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 Unit Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair in the manner set forth in this Paragraph to be disbursed by the Association in appropriate progress payments to such contractor(s), supplier(s), and personnel performing the work or supplying materials or services for the repair and reconstruction of the buildings as are designated by the Board of Directors.

13. ARCHITECTURAL CONTROLS.

- (a) During Declarant Control. During the time in which the Declarant has the right to appoint directors and officers of the Association under Article III, Section 2 of the Bylaws, there shall be no Architectural Control Committee and all encroachments onto the Common Elements or Limited Common Elements, any change, alteration or construction in or on any Unit (other than re-painting or redecoration of the interior surface of a Unit), and any erection, placement or posting of any object, sign, antenna, stereo speaker, clothesline, light, flag, or thing on the exterior of any Unit, in any windows (except window treatments as provided herein), or on any Limited Common Elements or any Common Elements, must receive the prior written approval of the Declarant. Granting or withholding such approval shall be within the sole discretion of the Declarant.
- (b) After Declarant Control. After such time as the Declarant's rights to appoint officers and directors of the Association as provided in Article III, Section 2 of the Bylaws has expired, an Architectural Control Committee shall be appointed by the Board of Directors and, except for the Declarant, no Owner, Occupant, or any other person may make any encroachment onto the Common Elements or Limited Common Elements, or make change, alteration, or construction in or on any Unit (other than re-painting or redecoration of the interior surface of a Unit), nor erect, place or post any object, sign, antenna, stereo speaker, clothesline, playground equipment, light, fountains, flags, or thing on the exterior of any Unit, in any windows (except window treatments as provided herein), on any Limited Common Elements, or on any other Common Elements, without first obtaining the written approval of the ACC. The standard for approval of such improvements shall include, but not be limited to, aesthetic consideration, materials to be used, harmony with the external design of the existing buildings, Units and structures, and the location in relation to surrounding structures and topography.

No Owner or Occupant may make any alteration within a Unit which involves connecting to Common Element pipes, lines, conduits and/or other apparatus of access to common utilities (including but not limited to the installation of washers and dryers and the moving or alteration of any lighting or electrical outlet on any horizontal or vertical boundary of a Unit) without prior written ACC approval. No Owner or Occupant shall breach any horizontal or vertical boundary of a Unit, make any interior modifications to any structural or load bearing portions of a Unit, or make any alteration that would impair the fire protection rating of the Condominium. Interior modifications may only be made in accordance with any construction guidelines as may be adopted by the ACC. All building code requirements must be complied with and necessary permits and approvals secured for any modifications.

- (i) Applications. Application for approval of any such architectural modification shall be in writing and shall provide such information as the ACC may reasonably require. The ACC shall be the sole arbiter of such application and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction which is not in conformance with approved plans. The Board or ACC may publish written architectural standards for exterior and Common Element alterations or additions, and any request in substantial compliance therewith shall be approved; provided, however, each such requested change shall be in harmony with the external design of the existing buildings and Units and the location in relation to surrounding structures and topography of the vicinity.

Subject to this subparagraph (i), the Board may allow such encroachments on the Common Elements and Limited Common Elements as it deems acceptable. In the event that the ACC fails to approve or to disapprove such application within forty-five (45) days after the application and all information as the ACC may reasonably require have been submitted, its approval will not be required and this subparagraph (i) will be deemed complied with; provided, however, even if the requirements of this subparagraph are satisfied, nothing herein shall authorize anyone to construct or maintain any structure or improvement that is otherwise in violation of the Declaration, the Bylaws, or the rules and regulations.

- (ii) Condition of Approval. As a condition of approval for a requested architectural change, modification, addition, or alteration, an Owner, on behalf of himself or herself and his or her successors-in-interests, shall assume all responsibilities for maintenance, repair, replacement and insurance of such change, modification, addition, or alteration. In the discretion of the Board or ACC, an Owner may be made to verify such condition of approval by written instrument in recordable form acknowledged by such Owner on behalf of himself or herself and all successors-in-interests.

- (iii) Limitation of Liability. Review and approval of any application pursuant to this Paragraph is made on the basis of aesthetic considerations only, and neither the Declarant, the Board of Directors nor the ACC shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, or for ensuring compliance with building codes and other governmental requirements. Neither the Declarant, the Association, the Board of Directors, the ACC, nor any member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner or quality of approved construction on or modifications to any Unit.
- (iv) No Waiver of Future Approvals. Each Owner acknowledges that the members of the Board of Directors and ACC will change from time to time and that interpretation, application and enforcement of the architectural standards may vary accordingly. The approval of either the Board of Directors or the ACC of any proposals, plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Board of Directors, or the ACC shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.
- (v) Enforcement. Any construction, alteration, or other work done in violation of this Paragraph shall be deemed to be nonconforming. Upon written request from the Board or the ACC, Owners shall, at their own cost and expense, remove such construction, alteration, or other work and shall restore the property to substantially the same condition as existed prior to the construction, alteration, or other work. Should an Owner fail to remove and restore as required hereunder, the Board or its designees shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as existed prior to the construction, alteration or other work. All costs thereof, including reasonable attorney's fees, may be assessed against the benefited Unit and collected as an assessment pursuant to this Declaration.

In addition to the foregoing, the Board of Directors shall have the authority and standing, on behalf of the Association, to impose reasonable fines and to pursue all legal and equitable remedies available to enforce the provisions of this Paragraph and its decisions.

- (vi) No Enclosure of Balconies or Patios. Enclosures of balconies or patios assigned to Units as Limited Common Elements shall be prohibited.

14. USE RESTRICTIONS.

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

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

- (a) Use of Units. Each Unit shall be used primarily for residential purposes, and no trade or business of any kind may be conducted in or from a Unit or any part of the Condominium, including business uses ancillary to a primary residential use, except as provided herein. An Owner or Occupant residing in a Unit zoned for residential use may conduct such ancillary 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 is limited to and conforms to all other zoning requirements for home operations; (iii) the business activity does not involve unreasonable visitation of the Unit by clients, customers, employees, suppliers or other business invitees; (iv) the business activity does not increase traffic in the Condominium other than deliveries by couriers, express mail carriers, parcel delivery services and other such delivery services; (v) the business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the ability of the Association to obtain insurance coverage; (vi) the business activity is consistent with the primarily residential character of the Condominium and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Condominium, as may be determined in the sole discretion of the Board of Directors; and (vii) the business activity does not result in a materially greater use of Common Element facilities or Association services.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore.

- (b) Alteration of Units. Subject to the other provisions of this Declaration, Unit Owners may make alterations to the interiors of their Units, relocate the boundaries between adjoining Units, and subdivide their Units as follows:

- (i) Alterations to the Interiors of the Units. Except to the extent prohibited by the Condominium Instruments and subject to any restrictions and limitations specified therein, any Owner may make any improvements or alterations within his Unit that do not materially impair the structural integrity of any structure or otherwise materially lessen the support of any portion of the Condominium. No Owner shall do anything which would change the exterior appearance of his Unit or of any other portion of the Condominium.
- (ii) Combining Two Units. If any Owner acquires an adjoining Unit, such Owner shall have the right (subject to the prior written approval of the Mortgagees of the Units involved) to remove all or any part of any intervening partition or to create doorways or other apertures therein, notwithstanding the fact that such partition may, in whole or in part, be part of the Common Elements, so long as all applicable building codes are complied with and no portion of any Common Elements is damaged, destroyed or endangered, other than that partition and any chutes, flues, ducts, conduits, wires or other apparatus contained therein, which items shall be relocated by such Owner if such facilities serve any other part of the Condominium. The alterations permitted by this subparagraph shall not be deemed an alteration or relocation of boundaries between adjoining Units.
- (iii) Relocation of Boundaries. Boundaries between adjoining Units may be relocated only in accordance with the provisions of O.C.G.A. § 44-3-91 and, for so long as Declarant owns a Unit, only with the prior written consent of the Declarant. The Declarant shall have the right to relocate boundaries between Units owned by the Declarant or its affiliates without the approval of the Association, and the Association shall execute the required Amendment to the Declaration.
- (iv) Subdivision of Units. No Owner, other than Declarant, may subdivide his Unit. The Declarant shall have the right to subdivide Units owned by the Declarant or its affiliates without the approval of the Association, and the Association shall execute the required amendment to the Declaration.
- (c) No Outbuildings. No structure of a temporary character, trailer, tent, shack, carport, garage, barn or other building shall be erected by an Owner or Occupant on any portion of the Condominium, other than by Declarant, at any time, either temporally or permanently, without the written approval of the Board.
- (d) Use of Common Elements Including Amenities. There shall be no obstruction of the Common Elements, nor shall anything be kept on, parked on, stored on or removed from any part of the Common Elements without the prior written consent of the Board, as specifically provided herein. This prohibition shall not apply to the Declarant.

- (e) Use of Limited Common Elements. Use of the Limited Common Elements is restricted exclusively to the Owners of the Unit to which such Limited Common Elements are assigned and said Owner's family members, guests, tenants, and invitees. The Limited Common Elements are reserved for exclusive use, but shall not be construed or interpreted to be separate and apart from the Common Elements in general, and the restrictions applicable to the Common Elements shall also apply to the Limited Common Elements. There shall be no planting other than potted plants on balconies or patios. Objects over forty-two (42) inches in height, except as may be specifically authorized by the Board, are prohibited from the balconies and patios. Penetration of any balcony or patio structure is prohibited. Grilling shall only be permitted in accordance with municipal and county ordinances.
- (f) Prohibition of Damage, Nuisance and Noise. Without the prior written consent of the Board of Directors, nothing shall be done or kept on the Condominium, or any part thereof, which would increase the rate of insurance on the Condominium or any Unit or part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirements of any governmental body, or which would increase the Common Expenses.

Noxious, destructive or offensive activity shall not be carried on upon the Condominium. No Owner or Occupant of a Unit may use or allow the use of the Unit or any portion of the Condominium at any time, in any way or for any purpose which may endanger the health, unreasonably annoy or disturb or cause embarrassment, or discomfort to other Owners or Occupants, or in such a way as to constitute, in the sole opinion of the Board of Directors, a nuisance. In addition, no Owner or Occupant of a Unit may use or allow the use of the Unit or the Common Elements in any manner which creates disturbing noises, including, without limitation, use of stereo speakers or equipment that will, in the sole discretion of the Board of Directors, interfere with the rights, comfort or convenience of the other Owners or Occupants. Nothing herein, however, shall be construed to affect the rights of an aggrieved Owner to proceed individually for relief from interference with his or her property or personal rights.

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

No damage to or waste of the Common Elements, or any part thereof, shall be permitted by any Owner or member of his or her family or any invitee of any Owner. Each Owner shall indemnify and hold the Association and the other Owners harmless against all loss to the Association or other Owners resulting

from any such damage or waste caused by such Owner, members of his or her family, guests, invitees, or Occupants of his or her Unit.

- (g) Firearms and Fireworks. The display or discharge of firearms or fireworks on the Common Elements or Limited Common Elements is prohibited; provided, however, that the display of lawful firearms on the Common Elements or Limited Common Elements is permitted by law enforcement officers and also is permitted for the limited purpose of transporting the firearms across the Common Elements or Limited Common Elements to or from the Owner's Unit. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size. The term "fireworks" shall include those items listed in O.C.G.A. § 25-10-1, as amended.
- (h) Pets. No animals other than dogs, cats, aquarium fish and birds are permitted on any portion of the Condominium. No Owner or Occupant shall keep more than two dogs or two cats, or one of each, per Unit. **The following dog breeds (or mixes thereof) are not permitted at all on the Condominium: pit bull, rottweiler, Doberman pinscher, chow, presa canario, wolf hybrid, akita, husky and German shepherd.** The Board shall have the ability to make specific exceptions to the above rules on a case-by-case basis if necessary to comply with federal or state law.

No Owner or Occupant may keep, breed or maintain any pet for any commercial purpose. Animals may not be left unattended outdoors or kept unattended outdoors, including on or in any balcony or patio. Animals must be kept on a leash and be under the physical control of a responsible person at all times while outdoors on the Common Elements. Any feces left upon the Common Elements by an animal must be removed by the owner of the animal or the person responsible for the animal.

No animal determined to be dangerous, in the Board's sole and absolute discretion, may be brought onto or kept on the Condominium at any time. The Board may, without notice, have removed by the appropriate animal control authority any animal that presents an immediate danger to the health, safety or property of any resident.

Each Owner and Occupant who keeps an animal on the Condominium agrees to indemnify and hold the Association and its directors, officers and agents harmless from any loss, claim or liability of any kind whatsoever arising by reason of such animal.

- (i) Streets and Parking. No vehicle may be left upon any portion of the Property except in a designated parking space. Disabled or stored vehicles, commercial vehicles, boats and other watercraft, trailers, and recreational vehicles (RV's, campers and motor homes) are prohibited from being parked on the Condominium. For purposes of this subparagraph, a vehicle shall be considered "disabled" if it does not have a current license tag or is obviously inoperable. A

vehicle shall be considered "stored" if it remains on the Condominium without being driven for fourteen (14) consecutive days or longer without prior written Board permission. This section shall not apply to emergency vehicle repairs or to commercial vehicles that are temporarily parked for the purpose of servicing Units or the Condominium.

If any vehicle is parked on any portion of the Condominium in violation of this section or in violation of the Association's rules and regulations, the Board, in accordance with the requirements of applicable law, may cause the removal of the vehicle by a towing company and neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage as a result of the towing activity. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow.

- (j) Heating of Units in Colder Months. In order to prevent breakage of water pipes during colder months of the year resulting in damage to any portion of the Condominium, increased Common Expenses, and increased insurance premiums or cancellation of insurance policies due to numerous damage claims, the thermostats within the Units shall be maintained with the heat in an "on" position and at a minimum temperature setting of fifty-five (55%) degrees Fahrenheit (except during power failures or periods when heating equipment is broken) whenever the temperature is forecasted to or does reach thirty-two (32%) degrees Fahrenheit or below. Owners and Occupants of Units shall take all steps possible on a timely basis to keep heating equipment, including, but not limited to, the thermostat, in good working order and repair. The Board of Directors may fine any Owner or Occupant and/or may cause the water service to the violator's Unit to be discontinued for violation of this subparagraph, in addition to any other remedies of the Association.
- (k) Signs. Except as may be required by legal proceedings, and except for signs which may be erected by Declarant related to the development and sale of Units, no signs, advertising posters or billboards of any kind shall be erected, placed, or permitted to remain on the Condominium without the prior written consent of the Board or its designee. The Board shall have the right to erect reasonable and appropriate signs on behalf of the Association.
- (l) Rubbish, Trash, and Garbage. All rubbish, trash, and garbage shall be regularly removed from the Unit and shall not be allowed to accumulate therein. No garbage or trash shall be placed on the Common Elements or Limited Common Elements outside the Unit, temporarily or otherwise, except in trash dumpsters. Rubbish, trash, and garbage shall be disposed of in sealed bags and either placed in the trash dumpsters, or proper receptacles designated by the Board for collection or removed from the Condominium. Rubbish, trash or garbage may not be kept, stored or placed on any balcony, patio or lawn area.

- (m) Unightly or Unkempt Conditions. The pursuit of hobbies or other activities, including, but not limited to the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Condominium. Clothing, bedding, rugs, mops, appliances, indoor furniture, and other household items shall not be placed or stored outside the Unit. Appropriate outdoor items, such as outdoor furniture, may be kept on balconies or patios.
- (n) Garage Sales. Garage sales, yard sales, flea markets, or similar activities are prohibited.
- (o) Window Treatments. The color and type of all window treatments visible from a Unit must be white or off-white. No bed sheets, newspaper, tin foil or similar material shall be used as a window treatment.
- (p) Antennas. No direct broadcast satellite (DBS) antenna or multi-channel multi-point distribution service (MMDS) antenna larger than one (1) meter in diameter may be placed, allowed or maintained upon any portion of the Condominium, including a Unit. HAM radios, two way radios and other hobby or professional radio communication transmission equipment are prohibited.

Declarant or the Association shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus of any size for a master antenna, cable, or other communication system for the benefit of all or a portion of the Property. So long as the Association does not install a centralized antenna or dish, the Association shall permit a DBS or MMDS one meter or less or a standard TV antenna to be placed inside the Unit. If an acceptable signal cannot be received inside the Unit, then approval for an alternate location must be requested and approved by the ACC prior to installation. The ACC is not required to permit satellite dishes or television antennae outside the boundaries of a Unit. The ACC may choose to permit them in alternate locations on other portions of the Condominium in its sole and absolute discretion.

- (q) Replacing Carpet with Tile or Hardwood Floors. Other than the Declarant, no Owner, Occupant, or any other person may replace carpeting with a tile, marble, vinyl or hardwood floor, or other hard surfaced flooring material, on the interior of a Unit which is located above another Unit without first obtaining written approval of the Declarant or the Board, as applicable. Among other factors, the Declarant or the Board, as applicable, may consider whether the change will cause noise to any Unit below which will exceed the average noise level in Units that are situated below Units with carpeted floors.

The Owner applying for such approval shall provide the Declarant or the Board, as applicable, with information requested by the Declarant or the Board regarding the proposed flooring and its effect. In addition, any Owners installing hard surfaced floors in Units located above another Unit shall use insulation consisting of six millimeters of Acousticork or its equivalent and shall

acknowledge and agree that not less than fifty percent (50%) of the total floor space of the Unit shall be covered with rugs or other similar floor covering.

The Owner applying for such approval shall provide the Declarant or the Board with information regarding these factors, as well as other information requested by the Declarant or the Board regarding the proposed flooring and its effect; provided, however, the noise level requirements shall be considered to be met if the Owner provides a sound transmission test that the proposed flooring will create a noise level less than a standard level set by reasonable regulation of the Declarant or the Board.

- (r) Abandoned Personal Property. Personal property, other than vehicles as provided for in subparagraph (i) shall not be kept, or allowed to remain for more than twenty-four (24) hours upon any portion of the Common Elements, other than on a Limited Common Element, without prior written Board permission. If the Board determines that a violation exists, then, not less than two (2) days after written notice is placed on the personal property and/or on the front door of the property owner's Unit, if known, the Board may remove and either discard or store the personal property in a location which the Board may determine and shall have no obligation to return, replace or reimburse the owner of the property. The notice shall include the name and telephone number of the person or entity which will remove the property and the name and telephone number of a person to contact regarding the alleged violation.

The Board, in its discretion, may determine that an emergency situation exists and may exercise its removal rights hereunder without prior notice to the property owner; provided, however, in such case, the Board shall give the property owner, if known, notice of the removal of the property and the location of the property within three (3) days after the property is removed.

Neither the Association nor any officer or agent thereof shall be liable to any person with any claim of damage resulting from the removal activity in accordance herewith. The Board may elect to impose fines or use other available remedies, rather than exercise its authority to remove property hereunder.

- (s) Sale Period. Notwithstanding any provisions contained in this Declaration to the contrary, during the period of the sale of the Condominium Units it shall be expressly permissible for Declarant, its contractors, agents, employees, assigns and representatives, to maintain and carry on, upon such portion of the Condominium as Declarant may deem necessary, such facilities and activities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the completion and sale of the Condominium Units, including, but without limitation, business offices, signs, model Units and sales offices. The right to maintain and carry on such facilities and activities shall include specifically the right to use the parking facilities on the Condominium for such purposes and to use the Units owned by Declarant as model Units and as offices

for the sale of the Condominium Units and related activities and the right to keep the entrance gate unlocked and open during the sales office hours.

15. **LEASING.**

In order to protect the equity of the individual Unit Owners at the Condominium, to carry out the purpose for which the Condominium was formed by preserving the character of the Condominium as a community of predominantly owner-occupied homes and by preventing the Condominium from assuming the character of a renter-occupied apartment complex, and to comply with the eligibility requirements for financing in the secondary mortgage market insofar as such criteria provide that the project be substantially owner-occupied, leasing of Units shall be governed by the restrictions imposed by this Paragraph. **Except as provided herein, the leasing of Units shall be prohibited.**

(a) **Definitions.**

- (i) The terms "leasing", "lease" or "leased" shall mean the regular, exclusive occupancy of a Unit by any person(s) other than the Owner, for which the Owner receives any consideration or benefit including, but not limited to, a fee, service, or gratuity. For purposes hereof, occupancy by a roommate of an Owner Occupant shall not constitute leasing.
- (ii) Open Leasing Status shall authorize a Unit to be leased at any time. Each Unit shall have Restricted Leasing Status unless Open Leasing Status has been conferred upon a Unit as provided in subparagraph (b) below.
- (iii) Restricted Leasing Status shall subject a Unit to the restrictions on leasing contained in subparagraph (b) below.

- (b) General. No Owner of a Unit in Restricted Leasing Status may lease his or her Unit if twenty-five (25%) percent or more of the residential Units in the Condominium are in Open Leasing Status, except as provided in subparagraph (c) below for cases of undue hardship. Any Owner of a Unit in Restricted Leasing Status may apply in writing to the Board for conversion to Open Leasing Status in accordance with rules and regulations promulgated by the Board. Upon receipt of such written application, the Unit shall be placed at the end of a waiting list for conversion to Open Leasing Status. At such times as less than twenty-five (25%) percent of the residential Units are in Open Leasing Status, the Board shall notify the Owner of the Unit at the top of the waiting list of its conversion to Open Leasing Status, and such Owner shall have ninety (90) days within which to lease the Unit or it shall automatically revert to Restricted Leasing Status. Any residential Unit in Open Leasing Status shall automatically be converted to Restricted Leasing Status if the Unit is not subject to an approved lease for ninety (90) or more consecutive days.

- (c) Undue Hardship. Notwithstanding the provisions of subparagraph (b) above, the Board shall be empowered to allow reasonable leasing of a Unit upon application in accordance with this Paragraph to avoid undue hardship, including, but not limited to the following situations: (1) a Unit Owner must relocate his or her residence outside the Atlanta metropolitan area 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 current appraised market value, after having made reasonable efforts to do so; (2) where the Owner dies and the Unit is being administered by his or her estate; and (3) the Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Unit, in which case the Unit Owner must reapply every year for renewal of the hardship exception. Those Owners who have complied with this subparagraph, have demonstrated that the inability to lease their Unit would result in undue hardship, and have obtained the requisite written Board approval may lease their Units for such duration as the Board reasonably determines is necessary to prevent undue hardship.

Any Owner who believes that he or she must lease his or her Unit to avoid undue hardship shall submit a written application to the Board setting forth the circumstances necessitating the leasing, a copy of the proposed lease, and such other information as the Board may reasonably require. Leasing in the case of undue hardship shall be permitted only upon the Board's written approval of the Owner's application. Any transaction which does not comply with this Paragraph shall be voidable at the Board's option.

- (d) Leasing Provisions. Leasing which is authorized hereunder shall be governed by the following provisions:
- (i) Notice. At least seven (7) days prior to entering into the lease of a Unit, the Owner shall provide the Board with a copy of the proposed lease agreement. The Board shall approve or disapprove the form of said lease. In the event a lease is disapproved, the Board shall notify the Owner of the requisite action to be taken in order to bring the lease in compliance with the Declaration and any rules and regulations adopted pursuant thereto.
 - (ii) General. Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. All leases shall be in writing and in a form approved by the Board prior to the effective date of the lease. The Board may maintain and, upon request, provide a form which is deemed acceptable. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than one (1) year, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Within ten (10) days after executing a lease agreement for the lease of a Unit, the Owner shall provide the Board with a copy of the lease and the name of the lessee and all other people occupying the Unit. The Owner must provide the lessee copies of the Declaration, Bylaws, and the rules and regulations. Nothing herein shall be construed

as giving the Association the right to approve or disapprove a proposed lessee; the Board's approval or disapproval shall be limited to the form of the proposed lease.

- (iii) Liability for Assessments, Use of Common Elements, and Compliance with Declaration, Bylaws, and Rules and Regulations. Each Owner covenants and agrees that any lease of a Unit shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant, and the lessee, by occupancy of the Unit, agrees to the applicability of this covenant and incorporation of the following language into the lease:

- (aa) Compliance with Declaration, Bylaws, and Rules and Regulations. Any violation of the Declaration, Bylaws, or rules and regulations adopted pursuant thereto by the lessee, any Occupant, or any guest of lessee, is deemed to be a default under 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 the rules and regulations adopted pursuant thereto, including the power and authority to evict the lessee as attorney-in-fact on behalf and for the benefit of the Owner, in accordance with the terms hereof. If the Association proceeds to evict the lessee, any costs, including attorney's fees and court costs, associated with the eviction shall be an assessment and lien against the Unit.

Any violation of the Declaration, Bylaws, or rules and regulations adopted pursuant thereto by the lessee, any Occupant, or any guest of lessee, is deemed to be a default under 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 the rules and regulations adopted pursuant thereto, including the power and authority to evict the lessee as attorney-in-fact on behalf and for the benefit of the Owner, in accordance with the terms hereof. If the Association proceeds to evict the lessee, any costs, including attorney's fees and court costs, associated with the eviction shall be an assessment and lien against the Unit.

- (bb) Use of Common Elements. The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges

that the Owner has to use the Condominium Common Elements and/or the use of any and all recreational facilities, parking facilities and other amenities pursuant to the terms of any other agreement.

- (cc) Liability for Assessment. When a Unit Owner who is leasing his or her Unit fails to pay any annual or special assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Board, lessee shall pay to the Association all unpaid annual and special assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by lessee. However, lessee need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board's request. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If lessee fails to comply with the Board's request to pay assessments or other charges, lessee shall pay to the Association all amounts authorized under the Declaration as if lessee were an Owner. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

- (e) Applicability of this Section. This Section on Leasing shall not apply to any leasing transaction entered into by the Declarant, the Association or the holder of any first Mortgage on a Unit who becomes the Owner of a Unit through foreclosure or any other means to the satisfaction of the indebtedness secured by such Mortgage.

16. SALE OF UNITS.

Within ten (10) days after receiving title to a Unit, the purchaser of the Unit shall give written notice to the Board of Directors of his or her ownership of any Unit. Upon failure of an Owner to give the required notice within the ten (10) day time period provided herein, the Board may levy fines against the Unit and the Owner thereof, and assess the Owner for all costs incurred by the Association in determining his or her identity.

Upon each transfer of title to a Unit, the Association shall collect a non-refundable contribution to the capital fund of the Association from the purchaser of such Unit in the amount of two (2) months of the general assessments.

17. MAINTENANCE RESPONSIBILITY.

- (a) By the Owner. Each Owner shall have the obligation to maintain and keep in good repair all portions of his or her Unit and to keep all Limited Common Elements serving his or her Unit in clean and orderly condition. In addition, each Unit Owner shall have the responsibility:
- (i) To perform his or her obligations hereunder in such manner so as not to unreasonably disturb other persons in other Units.
 - (ii) To promptly report to the Association or its agent any defect or need for repairs, for which the Association is responsible.
 - (iii) To pay for the cost of repairing, replacing or cleaning up any item which is the responsibility of the Unit Owner but which responsibility such Owner fails or refuses to discharge (which the Association shall have the right, but not the obligation, to perform), or to pay for the cost of repairing, replacing, or cleaning up any item which, although the responsibility of the Association, is necessitated by reason of the willful or negligent act of the Unit Owner, his or her family, tenants or guests, with the cost thereof to be added to and become part of the Unit Owner's next chargeable assessment.
- (b) By the Association. The Association shall maintain and keep in good repair as a Common Expense the Area of Common Responsibility, including the Limited Common Elements (except for the obligation to keep the Limited Common Elements in clean and orderly condition, which is the responsibility of the Owner to which each such Limited Common Element is assigned). Pursuant to Paragraph 8(b) hereof, the cost of maintenance and repair of the Limited Common Elements may be assessed against the Unit Owner to whom such Limited Common Element is assigned.

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

The Association and Declarant shall not be liable for injury or damage to person or property caused by the elements or by the Owner of any Unit, or any other person, or resulting from any utility, rain, snow or ice which may leak or flow from any portion of the Common Elements or from any pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain hereunder. The Association shall not be liable to the Owner of any Unit or such Owner's Occupant, guest, or family, for loss or damage, by theft or otherwise, of

any property which may be stored in or upon any of the Common Elements. The Association shall not be liable to any Owner, or any Owner's Occupant, guest or family for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Paragraph where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, order or directive of any municipal or other governmental authority.

The Association shall repair incidental damage to any Unit resulting from performance of work which is the responsibility of the Association. As finished levels can have varying degrees, such repairs will be complete only to the extent of being "paint-ready." Components that may require repair or replacement, such as tile and trim, will be reinstated only to the extent of readily available matching or similar materials (trim and such will also be finished to "paint ready"). Due to the uncontrollability of quality of repair, items such as faux paint treatment, wallpaper, ceiling/wall appliqué, and any other finishes that the Board deems unreasonable, will not be the responsibility of the Association. Accessibility around personal belongings for workers to perform such repairs is the responsibility of the Unit Owner. Removal, storage, or other protective measures of personal items are also the responsibility of the Unit Owner. If the removal, storage or other protective measures are not taken by the Unit Owner and damage occurs due to the repair process, the Board will not be liable for such damage. Upon completion of such repairs the Association will perform cursory cleaning. As a level of cleaning is subjective, the Association will not be responsible for a detailed cleaning. The Board has sole discretion on defining what is reasonable for the level, quality and extent of the repair and subsequent cleaning. In performing its responsibilities hereunder, the Association shall have the authority to delegate to such persons, firms or corporations of its choice, such duties as are approved by the Board of Directors.

- (c) Moisture Maintenance. Each Owner of a Unit and the Association, with respect to any area of any building not within a Unit, agree to (i) immediately repair any water leaks or moisture problems in their respective area of maintenance responsibility in a good and workman-like condition; (ii) insure that any building material which has absorbed water or moisture as a result of a water leak and has not been completely dried as part of the repair of the water or moisture damage is removed and replaced; (iii) regularly inspect the parts of the Unit or building which they respectively maintain for the existence of moisture, mold, mildew or fungus; and (iv) promptly and regularly clean any area where moisture, mold, fungus or mildew appear with bleach or other such similar product designed to inhibit the growth of mold, mildew or fungus.

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

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

If the Board determines that the need for maintenance or repair is in the Area of Common Responsibility and is caused through the willful or negligent act of any Owner, or Occupant or their family, guests, lessees, or invitees, then the Association may assess the cost of any such maintenance, repair, or replacement against the Owner's or Occupant's Unit, and such cost shall become a lien against the Unit, and shall be collected as provided herein for the collection of assessments.

(e) Measures Related to Insurance Coverage.

- (i) The Board of Directors, upon resolution, shall have the authority to require all or any Unit Owner(s) to do any act or perform any work involving portions of the Condominium which are the maintenance responsibility of the Unit Owner, which will, in the Board's sole discretion, decrease the possibility of fire or other damage in the Condominium, reduce the insurance premium paid by the Association for any insurance coverage or otherwise assist the Board in procuring or maintaining such insurance coverage. This authority shall include, but need not be limited to, requiring Owners to install smoke detectors, requiring Owners to make improvements to the Owner's Unit, and such other measures as the Board may reasonably require so long as the cost of such work does not exceed three hundred (\$300.00) dollars per Unit in any twelve (12) month period.
- (ii) In addition to, and not in limitation of, any other rights the Association may have, if any Unit Owner does not comply with any requirement made

by the Board of Directors pursuant to subparagraph (d)(i) above, the Association, upon fifteen (15) days' written notice (during which period the Unit Owner may perform the required act or work without further liability), may perform such required act or work at the Unit Owner's sole cost. Such cost shall be an assessment and a lien against the Unit as provided herein. The Association shall have all rights necessary to implement the requirements mandated by the Board pursuant to subparagraph (d)(i) of this Paragraph, including, but not limited to, a right of entry during reasonable hours and after reasonable notice to the Owner or Occupant of the Unit, except that access may be had at any time without notice in an emergency situation.

18. MORTGAGE HOLDER'S RIGHTS.

- (a) The Association or the membership may not do the following unless at least fifty-one (51%) percent of the first Mortgage Holders and sixty-seven (67%) percent of the Unit Owners give their consent:
 - (i) by act or omission seek to abandon or terminate the Condominium;
 - (ii) change the pro rata interest or obligations of any individual Unit for the purpose of (1) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (2) determining the pro rata share of ownership of each Unit in the Common Elements;
 - (iii) partition or subdivide any Unit;
 - (iv) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Elements (the granting of easements or licenses, as authorized herein, shall not be deemed a transfer within the meaning of this clause); or
 - (v) use hazard insurance proceeds for losses to any portion of the Condominium (whether to Units or to Common Elements) for other than the repair, replacement, or reconstruction of such portion of the Condominium.

The provisions of this subparagraph shall not be construed to reduce the percentage vote that must be obtained from Mortgage Holders 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 Mortgage Holders holding a first Mortgage of record or other purchaser of a Unit obtains title pursuant to judicial or nonjudicial foreclosure of the Mortgage, it shall not be liable 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 sixty (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 sixty (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.

No provision of this Declaration shall be construed or applied to give any Owner, or any other party, priority over any rights of any Mortgagee in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to, or taking of, a Unit and/or Common Element Interest.

- (d) Any holder of a first Mortgage shall be entitled, upon written request, to receive within a reasonable time after request, a copy of the financial statement of the Association for the immediately preceding fiscal year, free of charge to the Mortgage Holder so requesting.

Upon written request to the Association, Fremont shall have the right to (a) examine the books and records of the Association, including current copies of all the applicable project restrictions and financial statements, during normal business hours, (b) require the Association to submit an annual audited financial statement for the preceding fiscal year within one hundred twenty (120) days of the end of the Association's fiscal year, if one is available, or have one prepared at the expense of the requesting entity if such statement is not otherwise prepared by the Association, (c) receive written notice of all meetings of the Owners, and (d) designate in writing a representative to attend all such meetings.

- (e) Notwithstanding anything to the contrary herein contained, the provisions of Paragraphs 15 and 16 governing sales and leases shall not apply to impair the right of any first Mortgage Holder to:
 - (i) foreclose or take title to a Unit pursuant to remedies contained in its Mortgage; or
 - (ii) take a deed or assignment in lieu of foreclosure; or
 - (iii) sell, lease, or otherwise dispose of a Unit acquired by the Mortgage Holder.
- (f) The Board agrees to cooperate reasonably with Fremont in regard to the satisfaction of requests or requirements by Fremont; provided, however, such cooperation shall be at the sole cost and expense of the requesting party, and provide, further, that no party shall be deemed obligated to accede to any request or requirement that materially and adversely affects its rights under this Declaration.
- (g) Fremont, upon written request to the Association, shall be given thirty (30) days' written notice prior to the effective date of (a) any proposed material amendment to the Declaration, Articles or Bylaws; (b) any termination of an agreement for professional management of the Property following any decision of the Owners to assume self-management of the Property; and (c) any proposed termination of the Property as a condominium project.
- (h) As of the date of this Declaration, Fremont is a "Mortgagee" and all notices to Fremont shall be sent to the following:

Fremont Investment & Loan
2727 E. Imperial Highway
Brea, California 92821
Attention: Commercial Real Estate Asset Management
Loan No. 950114693

with a copy to : Fremont Investment & Loan
2425 Olympic Boulevard, 3rd Floor
Santa Monica, California 90404
Attn: Alec Nedelman, Esq.
Loan No. 950114.

19. GENERAL PROVISIONS.

- (a) Security. The Association may, but shall not be required to, from time to time, provide measures or take actions which directly or indirectly improve safety on the Condominium; however, each Owner, for himself or herself and his or her tenants, guests, licensees, and invitees, acknowledges and agrees that the Association is not a provider of security and shall have no duty to provide security

on the Condominium. It shall be the responsibility of each Owner to protect his or her person and property and all responsibility to provide such security shall lie solely with each Unit Owner. Neither Declarant nor the Association shall be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of safety measures undertaken. Each Owner further acknowledges that the Declarant will not be responsible or liable for any loss or damage resulting from any gates or entrances being open to allow access for construction vehicles, work crews and sales activities.

- (b) Dispute Resolution. Prior to filing a lawsuit against the Association, the Board, or any officer, director, or property manager of the Association, a Unit Owner or Occupant must request and attend a hearing with the Board of Directors. Any such request shall be in writing and shall be personally delivered to any member of the Board of Directors or the property manager, if any, of the Association. The Owner or Occupant shall, in such request and at the hearing, make a good faith effort to explain the grievance to the Board and resolve the dispute in an amicable fashion, and shall give the Board a reasonable opportunity to address the Owner's or Occupant's grievance before filing suit. Upon receiving a request for a hearing, the Board shall give notice of the date, time and place of the hearing to the person requesting the hearing. The Board shall schedule this hearing for a date not less than seven (7) nor more than twenty-one (21) days from the date of receipt of the request.
- (c) Consensus for Association Litigation. Except as provided in this Paragraph, the Association shall not commence a judicial or administrative proceeding without first providing written notice of such proposed action to each Member and obtaining the approval of at least seventy-five percent (75%) of the Members. This Paragraph shall not apply, however, to (i) actions brought by the Association to enforce the Condominium Instruments (including, without limitation, the foreclosure of liens); (ii) the collection of assessments; (iii) proceedings involving challenges to ad valorem taxation; or (iv) counterclaims brought by the Association in proceedings instituted against it. This Paragraph shall not be amended unless such instrument is approved by the percentage of votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.
- (d) Parking Spaces and Vehicles. Neither the Declarant nor the Association shall be held liable for loss or damage to any property, including but not limited to any vehicle and any items in any vehicles, placed or kept in any parking area on the Condominium. Each Owner or Occupant who places or keeps a vehicle and/or any personal property in a vehicle or parking area does so at his or her own risk.
- (e) Unit Keys. Each Owner, by acceptance of a deed to a Unit, agrees to provide the Association, if the Association should so request, with a key to the Unit to be used by the Association for pest control as provided in Paragraph 21(f) of this Declaration and for maintenance, emergency, security or safety purposes as provided in Paragraph 9(a) of this Declaration. Neither the Declarant nor the

Association shall be liable for any loss or damage due to its holding such key, or use of such key for the purposes described above, and each Unit Owner shall indemnify and hold harmless the Declarant, the Association and its officers and directors against any and all expenses, including attorney's fees, reasonably incurred by or imposed upon the Declarant, the Association or its officers or directors in connection with any action, suit, or other proceeding (including settlement of any such action, suit or proceeding) brought by the Unit Owner or the Unit Owner's family, tenants, guests, employees, invitees, or licensees against the Declarant, the Association, its officers or directors arising out of or relating to its holding or use of such key for the purposes described above.

- (f) Use of Names. (i) No person shall use the name "Victoria Heights" any derivative of such name in any printed or promotional materials without Declarant's prior written consent. However, Owners may use the name "Victoria Heights" in printed or promotional materials where such term is used solely to specify the particular property is located within Victoria Heights. A Condominium, and the Association shall be entitled to use the words "Victoria Heights" in its name. (ii) The Association shall not use any mark of Declarant or its affiliates without prior written consent. Any use by the Association of names, marks or symbols of Declarant or any of its affiliates shall inure to the benefit of Declarant or such affiliate and shall be subject to periodic review for quality control. The Association may enter into license agreements with Declarant, terminable with or without cause and in a form specified by Declarant in its sole discretion, with respect to any permissive use of any such names, marks or symbols.

20. EMINENT DOMAIN.

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

21. EASEMENTS.

- (a) Use and Enjoyment. Each Unit Owner and Occupant shall have a right and easement of use and enjoyment in and to the Common Elements (including the right of access, ingress and egress to and from his or her Unit over those portions of the Condominium designated for such purpose), and such easement shall be appurtenant to and shall pass with the title to such Unit, subject to the rights of the Unit Owners to the exclusive use of the Limited Common Elements assigned to their respective Units and to the right of the Association to control the use and

enjoyment of the Common Elements as provided by the terms of this Declaration including, but not limited to, the right of the Association to suspend voting and use privileges as provided herein.

- (b) Easement between the Condominium and the Adjacent Apartments. The Condominium is subject to and benefited by the Cross-Access and Use Easement Agreement between the Condominium and adjacent property which provides for reciprocal use and enjoyment of the roads, utilities, parking, recreational and other facilities located on the properties.
- (c) Encroachments. 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. In the event that any building, any Unit, any adjoining Unit, or any adjoining portion of the Common Elements shall be partially or totally damaged or destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then repaired or reconstructed, encroachments of portions of the Common Elements, due to such repair or reconstruction, shall be permitted, and valid easements for such encroachments and the maintenance, repair and replacement thereof shall exist.
- (d) Rights of Association. There shall be a general easement in favor of the Association, its directors, officers, agents, and employees (including, without limitation, any manager employed by the Association) to enter upon the Condominium or any portion thereof and to take access through the Units for the installation, maintenance, repair and replacement thereof and for the purpose of performing their respective duties. Each Unit Owner shall afford to other Unit Owners and to the Association, their respective Owner's Unit as may be reasonably necessary to enable them to exercise and discharge their respective powers and responsibilities. Except in the event of emergencies, such easements are to be exercised only during normal business hours and then, whenever practicable, only upon advance notice to and with the permission of the Unit Owner or occupant of a Unit directly affected thereby. The Board of Directors of the Association shall have the power to grant and accept easements over and through the Condominium and over and through property adjoining the Condominium, as may be applicable, for the installation, maintenance, repair and replacement of utilities and for other public purposes consistent with the intended use of the Common Elements.
- (e) Support. Every portion of a Unit and all Limited Common Elements contributing to the support of an abutting Unit shall be burdened with an easement of support for the benefit of such abutting Unit.

- (f) Pest Control. The Association may, but shall not be obligated to, dispense chemicals for the extermination of insects and pests within the Units and Common Elements. In the event the Association chooses to provide such pest control, the Association and its duly authorized contractors, representatives, and agents shall have an easement to enter Units for the purpose of dispensing chemicals for the exterminating of insects and pests within the Units and Common Elements. Unit Owners shall either provide a key to the Unit for purpose of such entry or have someone available at such times as are designated by the Board of Directors to allow entry into the Unit for this purpose. The Association shall not be liable for any illness, damage, or injury caused by the dispensing of these chemicals for this purpose.
- (g) Declarant Easements. For so long as Declarant owns any Unit primarily for the purpose of sale, Declarant and its duly authorized contractors, representatives, agents, and employees shall have: (1) an easement for the maintenance of signs, a sales office, a business office, promotional facilities and model Units on the Condominium (which easement specifically includes the right to keep the entrance gate, if any, open during the normal business hours of the sales office), together with such other facilities as in the opinion of Declarant may be reasonably required, convenient or incidental to the completion, renovation, improvement, development or sale of the Unit; and (2) a transferable easement on, over, through, under and across the Common Elements, and Limited Common Elements for the purpose of making improvements on the Condominium or any portion thereof, for the purpose of installing, replacing, repairing and maintaining all utilities serving the Condominium, and for the purpose of doing all things reasonably necessary and proper in connection therewith.

22. AMENDMENTS.

Except where a higher vote is required for action under any other provisions of this Declaration or by the Act, in which case such higher vote shall be necessary to amend such provision, this Declaration may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the members of the Association holding two-thirds of the total Association vote. As long as Declarant has the right to appoint the directors and officers of the Association as provided in the Bylaws, any amendment to this Declaration or the Bylaws shall require the written consent of Declarant. Notice of any meeting at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the President and Secretary of the Association and recorded in the Fulton County, Georgia land records.

In addition to the above, material amendments to this Declaration must be approved by eligible Mortgage Holders who represent at least fifty-one (51%) percent of the votes of Units that are subject to Mortgages held by eligible Mortgage Holders. Notwithstanding the above, the approval of any proposed amendment by an eligible Mortgage Holder shall be deemed implied and consented to if the eligible Mortgage Holder fails to submit a response to any written proposal for an amendment within thirty (30) days after the eligible Mortgage Holder receives

notice of the proposed amendment sent by certified or registered mail, return receipt requested. Furthermore, in the event the Fremont Loan remains on the Property at the time of any proposed amendment to this Declaration, Fremont's written consent must be obtained in order for such amendment to be enforceable against or binding upon Fremont, provided that Fremont has provided its address to the Declarant and the Association and notified the Declarant and Association that such consent is required in connection with any amendment to this Declaration.

Notwithstanding the foregoing, Declarant or the Board of Directors, without the necessity of a vote from the owners, may amend this Declaration to comply with any applicable state, city or federal law, and/or to bring the Condominium into compliance with applicable guidelines of the Federal National Mortgage Association ("Fannie Mae"), Federal Home Loan Mortgage Corporation ("Freddie Mac"), the Department of Housing and Urban Development ("HUD") and the Veterans Administration ("VA").

Any action to challenge the validity of an amendment adopted under this Paragraph must be brought one (1) year of the effective date of such amendment. No action to challenge such amendment may be brought after such time.

23. SEVERABILITY.

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

24. PREPARER.

This Declaration was prepared by Darla Grinstead McKenzie, Morris, Manning & Martin, L.L.P., 5775-C Peachtree-Dunwoody Road, Suite 150, Atlanta, GA 30342.

IN WITNESS WHEREOF, Declarant has executed this Declaration this 12th day of Dec, 2005

DECLARANT:
KINGS SANTA FE TOWNHOMES, LLC,
a Georgia limited liability company

Signed, sealed, and delivered
this 12th day of Dec, 2005
in the presence of:

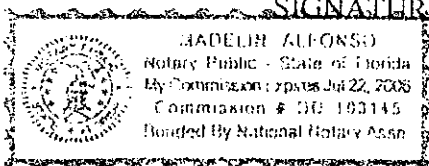
WITNESS DANIEL CORTIZ

[Signature]
NOTARY PUBLIC
[NOTARY SEAL]

By: Manager appointed by its Member
CC Santa Fe Realty, LLC, a Florida
limited liability company

Signature: [Signature]
Print Name: JAMES C. CORTIZ

SIGNATURES CONTINUED ON NEXT PAGE

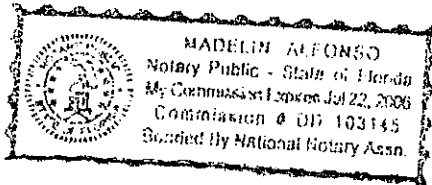


Signed, sealed, and delivered
this 12th day of Dec, 2005
in the presence of:

WITNESS

Daniel Cortez

[Signature]
NOTARY PUBLIC
[NOTARY SEAL]



By: Manager jointly appointed by its Members
Kings Capital Partners I, LP, a Delaware limited
partnership and Santa Fe Investors, LLC, a
Florida limited liability company

Signature: [Signature]

Print Name: Thomas G. Gathchizc

EXHIBIT "B"

**Undivided Percentage Interest in the Common Elements
and Liabilities for Common Expenses**

Street Name	Bldg	Building Address	Unit #	Unit Type	Floor	Percentage of Ownership
Santa Fe Pkwy	1	1101	1101	1A	1	0.3407%
Santa Fe Pkwy	1	1102	1102	1A	1	0.3407%
Santa Fe Pkwy	1	1103	1103	1B	1	0.3398%
Santa Fe Pkwy	1	1104	1104	1B	1	0.3398%
Santa Fe Pkwy	1	1105	1105	1B	1	0.3398%
Santa Fe Pkwy	1	1106	1106	1B	1	0.3398%
Santa Fe Pkwy	1	1107	1107	1A	1	0.3407%
Santa Fe Pkwy	1	1108	1108	1A	1	0.3407%
Santa Fe Pkwy	1	1201	1201	1A	2	0.3407%
Santa Fe Pkwy	1	1202	1202	1A	2	0.3407%
Santa Fe Pkwy	1	1203	1203	1B	2	0.3398%
Santa Fe Pkwy	1	1204	1204	1B	2	0.3398%
Santa Fe Pkwy	1	1205	1205	1B	2	0.3398%
Santa Fe Pkwy	1	1206	1206	1B	2	0.3398%
Santa Fe Pkwy	1	1207	1207	1A	2	0.3407%
Santa Fe Pkwy	1	1208	1208	1A	2	0.3407%
Santa Fe Pkwy	1	1301	1301	1A	3	0.3407%
Santa Fe Pkwy	1	1302	1302	1A	3	0.3407%
Santa Fe Pkwy	1	1303	1303	1B	3	0.3398%
Santa Fe Pkwy	1	1304	1304	1B	3	0.3398%
Santa Fe Pkwy	1	1305	1305	1B	3	0.3398%
Santa Fe Pkwy	1	1306	1306	1B	3	0.3398%
Santa Fe Pkwy	1	1307	1307	1A	3	0.3407%
Santa Fe Pkwy	1	1308	1308	1A	3	0.3407%
Santa Fe Pkwy	2	2102	2102	1A	1	0.3407%
Santa Fe Pkwy	2	2104	2104	1B	1	0.3398%
Santa Fe Pkwy	2	2106	2106	1B	1	0.3398%
Santa Fe Pkwy	2	2108	2108	1A	1	0.3407%
Santa Fe Pkwy	2	2201	2201	1A	2	0.3407%
Santa Fe Pkwy	2	2202	2202	1A	2	0.3407%
Santa Fe Pkwy	2	2203	2203	1B	2	0.3398%
Santa Fe Pkwy	2	2204	2204	1B	2	0.3398%
Santa Fe Pkwy	2	2205	2205	1B	2	0.3398%
Santa Fe Pkwy	2	2206	2206	1B	2	0.3398%
Santa Fe Pkwy	2	2207	2207	1A	2	0.3407%
Santa Fe Pkwy	2	2208	2208	1A	2	0.3407%
Santa Fe Pkwy	2	2301	2301	1A	3	0.3407%
Santa Fe Pkwy	2	2302	2302	1A	3	0.3407%
Santa Fe Pkwy	2	2303	2303	1B	3	0.3398%
Santa Fe Pkwy	2	2304	2304	1B	3	0.3398%
Santa Fe Pkwy	2	2305	2305	1B	3	0.3398%
Santa Fe Pkwy	2	2306	2306	1B	3	0.3398%
Santa Fe Pkwy	2	2307	2307	1A	3	0.3407%
Santa Fe Pkwy	2	2308	2308	1A	3	0.3407%
Santa Fe Pkwy	3	3101	3101	2B	1	0.4771%
Santa Fe Pkwy	3	3102	3102	2B	1	0.4771%
Santa Fe Pkwy	3	3103	3103	2A	1	0.4767%

Santa Fe Pkwy	3	3104	3104	2A	1	0.4767%
Santa Fe Pkwy	3	3105	3105	2C	1	0.4991%
Santa Fe Pkwy	3	3106	3106	2C	1	0.4991%
Santa Fe Pkwy	3	3107	3107	2C	1	0.4991%
Santa Fe Pkwy	3	3108	3108	2C	1	0.4991%
Santa Fe Pkwy	3	3109	3109	2A	1	0.4767%
Santa Fe Pkwy	3	3110	3110	2A	1	0.4767%
Santa Fe Pkwy	3	3111	3111	2B	1	0.4771%
Santa Fe Pkwy	3	3112	3112	2B	1	0.4771%
Santa Fe Pkwy	3	3201	3201	2B	2	0.4771%
Santa Fe Pkwy	3	3202	3202	2B	2	0.4771%
Santa Fe Pkwy	3	3203	3203	2A	2	0.4767%
Santa Fe Pkwy	3	3204	3204	2A	2	0.4767%
Santa Fe Pkwy	3	3205	3205	2C	2	0.4991%
Santa Fe Pkwy	3	3206	3206	2C	2	0.4991%
Santa Fe Pkwy	3	3207	3207	2C	2	0.4991%
Santa Fe Pkwy	3	3208	3208	2C	2	0.4991%
Santa Fe Pkwy	3	3209	3209	2A	2	0.4767%
Santa Fe Pkwy	3	3210	3210	2A	2	0.4767%
Santa Fe Pkwy	3	3211	3211	2B	2	0.4771%
Santa Fe Pkwy	3	3212	3212	2B	2	0.4771%
Santa Fe Pkwy	3	3301	3301	2B	3	0.4771%
Santa Fe Pkwy	3	3302	3302	2B	3	0.4771%
Santa Fe Pkwy	3	3303	3303	2A	3	0.4767%
Santa Fe Pkwy	3	3304	3304	2A	3	0.4767%
Santa Fe Pkwy	3	3305	3305	2C	3	0.4991%
Santa Fe Pkwy	3	3306	3306	2C	3	0.4991%
Santa Fe Pkwy	3	3307	3307	2C	3	0.4991%
Santa Fe Pkwy	3	3308	3308	2C	3	0.4991%
Santa Fe Pkwy	3	3309	3309	2A	3	0.4767%
Santa Fe Pkwy	3	3310	3310	2A	3	0.4767%
Santa Fe Pkwy	3	3311	3311	2B	3	0.4771%
Santa Fe Pkwy	3	3312	3312	2B	3	0.4771%
Santa Fe Pkwy	4	4101	4101	3A	1	0.5546%
Santa Fe Pkwy	4	4102	4102	3A	1	0.5546%
Santa Fe Pkwy	4	4103	4103	2A	1	0.4767%
Santa Fe Pkwy	4	4104	4104	2A	1	0.4767%
Santa Fe Pkwy	4	4105	4105	2A	1	0.4767%
Santa Fe Pkwy	4	4106	4106	2A	1	0.4767%
Santa Fe Pkwy	4	4107	4107	3A	1	0.5546%
Santa Fe Pkwy	4	4108	4108	3A	1	0.5546%
Santa Fe Pkwy	4	4201	4201	3A	2	0.5546%
Santa Fe Pkwy	4	4202	4202	3A	2	0.5546%
Santa Fe Pkwy	4	4203	4203	2A	2	0.4767%
Santa Fe Pkwy	4	4204	4204	2A	2	0.4767%
Santa Fe Pkwy	4	4205	4205	2A	2	0.4767%
Santa Fe Pkwy	4	4206	4206	2A	2	0.4767%
Santa Fe Pkwy	4	4207	4207	3A	2	0.5546%
Santa Fe Pkwy	4	4208	4208	3A	2	0.5546%
Santa Fe Pkwy	4	4301	4301	3A	3	0.5546%
Santa Fe Pkwy	4	4302	4302	3A	3	0.5546%
Santa Fe Pkwy	4	4303	4303	2A	3	0.4767%
Santa Fe Pkwy	4	4304	4304	2A	3	0.4767%
Santa Fe Pkwy	4	4305	4305	2A	3	0.4767%
Santa Fe Pkwy	4	4306	4306	2A	3	0.4767%
Santa Fe Pkwy	4	4307	4307	3A	3	0.5546%
Santa Fe Pkwy	4	4308	4308	3A	3	0.5546%
Santa Fe Pkwy	5	5101	5101	3A	1	0.5546%
Santa Fe Pkwy	5	5102	5102	3A	1	0.5546%
Santa Fe Pkwy	5	5103	5103	2A	1	0.4767%
Santa Fe Pkwy	5	5104	5104	2A	1	0.4767%

Santa Fe Pkwy	5	5105	5105	2A	1	0.4767%
Santa Fe Pkwy	5	5106	5106	2A	1	0.4767%
Santa Fe Pkwy	5	5107	5107	3A	1	0.5546%
Santa Fe Pkwy	5	5108	5108	3A	1	0.5546%
Santa Fe Pkwy	5	5201	5201	3A	2	0.5546%
Santa Fe Pkwy	5	5202	5202	3A	2	0.5546%
Santa Fe Pkwy	5	5203	5203	2A	2	0.4767%
Santa Fe Pkwy	5	5204	5204	2A	2	0.4767%
Santa Fe Pkwy	5	5205	5205	2A	2	0.4767%
Santa Fe Pkwy	5	5206	5206	2A	2	0.4767%
Santa Fe Pkwy	5	5207	5207	3A	2	0.5546%
Santa Fe Pkwy	5	5208	5208	3A	2	0.5546%
Santa Fe Pkwy	5	5301	5301	3A	3	0.5546%
Santa Fe Pkwy	5	5302	5302	3A	3	0.5546%
Santa Fe Pkwy	5	5303	5303	2A	3	0.4767%
Santa Fe Pkwy	5	5304	5304	2A	3	0.4767%
Santa Fe Pkwy	5	5305	5305	2A	3	0.4767%
Santa Fe Pkwy	5	5306	5306	2A	3	0.4767%
Santa Fe Pkwy	5	5307	5307	3A	3	0.5546%
Santa Fe Pkwy	5	5308	5308	3A	3	0.5546%
Santa Fe Pkwy	6	6101	6101	3A	1	0.5546%
Santa Fe Pkwy	6	6102	6102	3A	1	0.5546%
Santa Fe Pkwy	6	6103	6103	2A	1	0.4767%
Santa Fe Pkwy	6	6104	6104	2A	1	0.4767%
Santa Fe Pkwy	6	6105	6105	2A	1	0.4767%
Santa Fe Pkwy	6	6106	6106	2A	1	0.4767%
Santa Fe Pkwy	6	6107	6107	2A	1	0.4767%
Santa Fe Pkwy	6	6108	6108	2A	1	0.4767%
Santa Fe Pkwy	6	6109	6109	2A	1	0.4767%
Santa Fe Pkwy	6	6110	6110	2A	1	0.4767%
Santa Fe Pkwy	6	6111	6111	3A	1	0.5546%
Santa Fe Pkwy	6	6112	6112	3A	1	0.5546%
Santa Fe Pkwy	6	6201	6201	3A	2	0.5546%
Santa Fe Pkwy	6	6202	6202	3A	2	0.5546%
Santa Fe Pkwy	6	6203	6203	2A	2	0.4767%
Santa Fe Pkwy	6	6204	6204	2A	2	0.4767%
Santa Fe Pkwy	6	6205	6205	2A	2	0.4767%
Santa Fe Pkwy	6	6206	6206	2A	2	0.4767%
Santa Fe Pkwy	6	6207	6207	2A	2	0.4767%
Santa Fe Pkwy	6	6208	6208	2A	2	0.4767%
Santa Fe Pkwy	6	6209	6209	2A	2	0.4767%
Santa Fe Pkwy	6	6210	6210	2A	2	0.4767%
Santa Fe Pkwy	6	6211	6211	3A	2	0.5546%
Santa Fe Pkwy	6	6212	6212	3A	2	0.5546%
Santa Fe Pkwy	6	6301	6301	3A	3	0.5546%
Santa Fe Pkwy	6	6302	6302	3A	3	0.5546%
Santa Fe Pkwy	6	6303	6303	2A	3	0.4767%
Santa Fe Pkwy	6	6304	6304	2A	3	0.4767%
Santa Fe Pkwy	6	6305	6305	2A	3	0.4767%
Santa Fe Pkwy	6	6306	6306	2A	3	0.4767%
Santa Fe Pkwy	6	6307	6307	2A	3	0.4767%
Santa Fe Pkwy	6	6308	6308	2A	3	0.4767%
Santa Fe Pkwy	6	6309	6309	2A	3	0.4767%
Santa Fe Pkwy	6	6310	6310	2A	3	0.4767%
Santa Fe Pkwy	6	6311	6311	3A	3	0.5546%
Santa Fe Pkwy	6	6312	6312	3A	3	0.5546%
Santa Fe Pkwy	7	7101	7101	3A	1	0.5546%
Santa Fe Pkwy	7	7102	7102	3A	1	0.5546%
Santa Fe Pkwy	7	7103	7103	2A	1	0.4767%
Santa Fe Pkwy	7	7104	7104	2A	1	0.4767%
Santa Fe Pkwy	7	7105	7105	2A	1	0.4767%

Exhibit "B"

Schedule of Estimated Expenses per Unit

Income

Street Name	Bldg	Building Address	Unit #	Annual Assessments	Monthly Assessments
Santa Fe Pkwy	1	1101	1101	1,851.39	154.28
Santa Fe Pkwy	1	1102	1102	1,851.39	154.28
Santa Fe Pkwy	1	1103	1103	1,846.50	153.88
Santa Fe Pkwy	1	1104	1104	1,846.50	153.88
Santa Fe Pkwy	1	1105	1105	1,846.50	153.88
Santa Fe Pkwy	1	1106	1106	1,846.50	153.88
Santa Fe Pkwy	1	1107	1107	1,851.39	154.28
Santa Fe Pkwy	1	1108	1108	1,851.39	154.28
Santa Fe Pkwy	1	1201	1201	1,851.39	154.28
Santa Fe Pkwy	1	1202	1202	1,851.39	154.28
Santa Fe Pkwy	1	1203	1203	1,846.50	153.88
Santa Fe Pkwy	1	1204	1204	1,846.50	153.88
Santa Fe Pkwy	1	1205	1205	1,846.50	153.88
Santa Fe Pkwy	1	1206	1206	1,846.50	153.88
Santa Fe Pkwy	1	1207	1207	1,851.39	154.28
Santa Fe Pkwy	1	1208	1208	1,851.39	154.28
Santa Fe Pkwy	1	1301	1301	1,851.39	154.28
Santa Fe Pkwy	1	1302	1302	1,851.39	154.28
Santa Fe Pkwy	1	1303	1303	1,846.50	153.88
Santa Fe Pkwy	1	1304	1304	1,846.50	153.88
Santa Fe Pkwy	1	1305	1305	1,846.50	153.88
Santa Fe Pkwy	1	1306	1306	1,846.50	153.88
Santa Fe Pkwy	1	1307	1307	1,851.39	154.28
Santa Fe Pkwy	1	1308	1308	1,851.39	154.28
Santa Fe Pkwy	2	2102	2102	1,851.39	154.28
Santa Fe Pkwy	2	2104	2104	1,846.50	153.88
Santa Fe Pkwy	2	2106	2106	1,846.50	153.88
Santa Fe Pkwy	2	2108	2108	1,851.39	154.28
Santa Fe Pkwy	2	2201	2201	1,851.39	154.28
Santa Fe Pkwy	2	2202	2202	1,851.39	154.28
Santa Fe Pkwy	2	2203	2203	1,846.50	153.88
Santa Fe Pkwy	2	2204	2204	1,846.50	153.88
Santa Fe Pkwy	2	2205	2205	1,846.50	153.88
Santa Fe Pkwy	2	2206	2206	1,846.50	153.88
Santa Fe Pkwy	2	2207	2207	1,851.39	154.28
Santa Fe Pkwy	2	2208	2208	1,851.39	154.28
Santa Fe Pkwy	2	2301	2301	1,851.39	154.28
Santa Fe Pkwy	2	2302	2302	1,851.39	154.28
Santa Fe Pkwy	2	2303	2303	1,846.50	153.88
Santa Fe Pkwy	2	2304	2304	1,846.50	153.88
Santa Fe Pkwy	2	2305	2305	1,846.50	153.88
Santa Fe Pkwy	2	2306	2306	1,846.50	153.88
Santa Fe Pkwy	2	2307	2307	1,851.39	154.28
Santa Fe Pkwy	2	2308	2308	1,851.39	154.28
Santa Fe Pkwy	3	3101	3101	2,592.60	216.05
Santa Fe Pkwy	3	3102	3102	2,592.60	216.05
Santa Fe Pkwy	3	3103	3103	2,590.43	215.87

Santa Fe Pkwy	3	3104	3104	2,590.43	215.87
Santa Fe Pkwy	3	3105	3105	2,712.15	226.01
Santa Fe Pkwy	3	3106	3106	2,712.15	226.01
Santa Fe Pkwy	3	3107	3107	2,712.15	226.01
Santa Fe Pkwy	3	3108	3108	2,712.15	226.01
Santa Fe Pkwy	3	3109	3109	2,590.43	215.87
Santa Fe Pkwy	3	3110	3110	2,590.43	215.87
Santa Fe Pkwy	3	3111	3111	2,592.60	216.05
Santa Fe Pkwy	3	3112	3112	2,592.60	216.05
Santa Fe Pkwy	3	3201	3201	2,592.60	216.05
Santa Fe Pkwy	3	3202	3202	2,592.60	216.05
Santa Fe Pkwy	3	3203	3203	2,590.43	215.87
Santa Fe Pkwy	3	3204	3204	2,590.43	215.87
Santa Fe Pkwy	3	3205	3205	2,712.15	226.01
Santa Fe Pkwy	3	3206	3206	2,712.15	226.01
Santa Fe Pkwy	3	3207	3207	2,712.15	226.01
Santa Fe Pkwy	3	3208	3208	2,712.15	226.01
Santa Fe Pkwy	3	3209	3209	2,590.43	215.87
Santa Fe Pkwy	3	3210	3210	2,590.43	215.87
Santa Fe Pkwy	3	3211	3211	2,592.60	216.05
Santa Fe Pkwy	3	3212	3212	2,592.60	216.05
Santa Fe Pkwy	3	3301	3301	2,592.60	216.05
Santa Fe Pkwy	3	3302	3302	2,592.60	216.05
Santa Fe Pkwy	3	3303	3303	2,590.43	215.87
Santa Fe Pkwy	3	3304	3304	2,590.43	215.87
Santa Fe Pkwy	3	3305	3305	2,712.15	226.01
Santa Fe Pkwy	3	3306	3306	2,712.15	226.01
Santa Fe Pkwy	3	3307	3307	2,712.15	226.01
Santa Fe Pkwy	3	3308	3308	2,712.15	226.01
Santa Fe Pkwy	3	3309	3309	2,590.43	215.87
Santa Fe Pkwy	3	3310	3310	2,590.43	215.87
Santa Fe Pkwy	3	3311	3311	2,592.60	216.05
Santa Fe Pkwy	3	3312	3312	2,592.60	216.05
Santa Fe Pkwy	4	4101	4101	3,013.74	251.15
Santa Fe Pkwy	4	4102	4102	3,013.74	251.15
Santa Fe Pkwy	4	4103	4103	2,590.43	215.87
Santa Fe Pkwy	4	4104	4104	2,590.43	215.87
Santa Fe Pkwy	4	4105	4105	2,590.43	215.87
Santa Fe Pkwy	4	4106	4106	2,590.43	215.87
Santa Fe Pkwy	4	4107	4107	3,013.74	251.15
Santa Fe Pkwy	4	4108	4108	3,013.74	251.15
Santa Fe Pkwy	4	4201	4201	3,013.74	251.15
Santa Fe Pkwy	4	4202	4202	3,013.74	251.15
Santa Fe Pkwy	4	4203	4203	2,590.43	215.87
Santa Fe Pkwy	4	4204	4204	2,590.43	215.87
Santa Fe Pkwy	4	4205	4205	2,590.43	215.87
Santa Fe Pkwy	4	4206	4206	2,590.43	215.87
Santa Fe Pkwy	4	4207	4207	3,013.74	251.15
Santa Fe Pkwy	4	4208	4208	3,013.74	251.15
Santa Fe Pkwy	4	4301	4301	3,013.74	251.15
Santa Fe Pkwy	4	4302	4302	3,013.74	251.15
Santa Fe Pkwy	4	4303	4303	2,590.43	215.87
Santa Fe Pkwy	4	4304	4304	2,590.43	215.87
Santa Fe Pkwy	4	4305	4305	2,590.43	215.87
Santa Fe Pkwy	4	4306	4306	2,590.43	215.87
Santa Fe Pkwy	4	4307	4307	3,013.74	251.15
Santa Fe Pkwy	4	4308	4308	3,013.74	251.15
Santa Fe Pkwy	5	5101	5101	3,013.74	251.15
Santa Fe Pkwy	5	5102	5102	3,013.74	251.15
Santa Fe Pkwy	5	5103	5103	2,590.43	215.87
Santa Fe Pkwy	5	5104	5104	2,590.43	215.87

Santa Fe Pkwy	5	5105	5105	2,590.43	215.87
Santa Fe Pkwy	5	5106	5106	2,590.43	215.87
Santa Fe Pkwy	5	5107	5107	3,013.74	251.15
Santa Fe Pkwy	5	5108	5108	3,013.74	251.15
Santa Fe Pkwy	5	5201	5201	3,013.74	251.15
Santa Fe Pkwy	5	5202	5202	3,013.74	251.15
Santa Fe Pkwy	5	5203	5203	2,590.43	215.87
Santa Fe Pkwy	5	5204	5204	2,590.43	215.87
Santa Fe Pkwy	5	5205	5205	2,590.43	215.87
Santa Fe Pkwy	5	5206	5206	2,590.43	215.87
Santa Fe Pkwy	5	5207	5207	3,013.74	251.15
Santa Fe Pkwy	5	5208	5208	3,013.74	251.15
Santa Fe Pkwy	5	5301	5301	3,013.74	251.15
Santa Fe Pkwy	5	5302	5302	3,013.74	251.15
Santa Fe Pkwy	5	5303	5303	2,590.43	215.87
Santa Fe Pkwy	5	5304	5304	2,590.43	215.87
Santa Fe Pkwy	5	5305	5305	2,590.43	215.87
Santa Fe Pkwy	5	5306	5306	2,590.43	215.87
Santa Fe Pkwy	5	5307	5307	3,013.74	251.15
Santa Fe Pkwy	5	5308	5308	3,013.74	251.15
Santa Fe Pkwy	6	6101	6101	3,013.74	251.15
Santa Fe Pkwy	6	6102	6102	3,013.74	251.15
Santa Fe Pkwy	6	6103	6103	2,590.43	215.87
Santa Fe Pkwy	6	6104	6104	2,590.43	215.87
Santa Fe Pkwy	6	6105	6105	2,590.43	215.87
Santa Fe Pkwy	6	6106	6106	2,590.43	215.87
Santa Fe Pkwy	6	6107	6107	2,590.43	215.87
Santa Fe Pkwy	6	6108	6108	2,590.43	215.87
Santa Fe Pkwy	6	6109	6109	2,590.43	215.87
Santa Fe Pkwy	6	6110	6110	2,590.43	215.87
Santa Fe Pkwy	6	6111	6111	3,013.74	251.15
Santa Fe Pkwy	6	6112	6112	3,013.74	251.15
Santa Fe Pkwy	6	6201	6201	3,013.74	251.15
Santa Fe Pkwy	6	6202	6202	3,013.74	251.15
Santa Fe Pkwy	6	6203	6203	2,590.43	215.87
Santa Fe Pkwy	6	6204	6204	2,590.43	215.87
Santa Fe Pkwy	6	6205	6205	2,590.43	215.87
Santa Fe Pkwy	6	6206	6206	2,590.43	215.87
Santa Fe Pkwy	6	6207	6207	2,590.43	215.87
Santa Fe Pkwy	6	6208	6208	2,590.43	215.87
Santa Fe Pkwy	6	6209	6209	2,590.43	215.87
Santa Fe Pkwy	6	6210	6210	2,590.43	215.87
Santa Fe Pkwy	6	6211	6211	3,013.74	251.15
Santa Fe Pkwy	6	6212	6212	3,013.74	251.15
Santa Fe Pkwy	6	6301	6301	3,013.74	251.15
Santa Fe Pkwy	6	6302	6302	3,013.74	251.15
Santa Fe Pkwy	6	6303	6303	2,590.43	215.87
Santa Fe Pkwy	6	6304	6304	2,590.43	215.87
Santa Fe Pkwy	6	6305	6305	2,590.43	215.87
Santa Fe Pkwy	6	6306	6306	2,590.43	215.87
Santa Fe Pkwy	6	6307	6307	2,590.43	215.87
Santa Fe Pkwy	6	6308	6308	2,590.43	215.87
Santa Fe Pkwy	6	6309	6309	2,590.43	215.87
Santa Fe Pkwy	6	6310	6310	2,590.43	215.87
Santa Fe Pkwy	6	6311	6311	3,013.74	251.15
Santa Fe Pkwy	6	6312	6312	3,013.74	251.15
Santa Fe Pkwy	7	7101	7101	3,013.74	251.15
Santa Fe Pkwy	7	7102	7102	3,013.74	251.15
Santa Fe Pkwy	7	7103	7103	2,590.43	215.87
Santa Fe Pkwy	7	7104	7104	2,590.43	215.87
Santa Fe Pkwy	7	7105	7105	2,590.43	215.87

[illegible]

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