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**DECLARATION OF CONDOMINIUM FOR
CHATHAM COMMERCIAL CONDOMINIUMS
SAVANNAH, CHATHAM COUNTY, GEORGIA**

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DECLARATION OF CONDOMINIUM FOR
CHATHAM COMMERCIAL CONDOMINIUMS
SAVANNAH, CHATHAM COUNTY, GEORGIA

This DECLARATION OF CONDOMINIUM FOR **Chatham Commercial Condominiums**, Garden City, Chatham County, Georgia, is made this ____ day of January, 2005, by **1101 Chatham Parkway, LLC**, a Georgia limited liability company (hereinafter referred to as the "Declarant").

WHEREAS, Declarant is the fee simple owner of all that certain tract or parcel of land (the "Property") described in Exhibit A attached hereto and made a part hereof and the improvements situated thereon; and

WHEREAS, Declarant desires to submit the Property as an expandable condominium to the provisions of the Georgia Condominium Act, Official Code of Georgia Annotated Sections 44-3-70 et seq. (hereinafter sometimes referred to as "The Condominium Act" or the "Act"), and to reserve the option to expand the Property submitted to the Act; and

WHEREAS, the Property is shown on that certain plat of survey entitled "Lot 1, Chatham Commercial Condominiums," prepared by Thomas & Hutton Engineering Co., and dated August 26, 2004 (the "Plat"), which has been filed of record in the Office of Clerk of Superior Court of Chatham County, Georgia, in Condominium Plat Book 2, Folio 75; and

WHEREAS, said improvements located on the Property are shown on those certain architectural drawings entitled Chatham Commercial Condominiums, prepared by Heitmann Associates Architects, LLC and dated May 27, 2004 (the "Plans") filed for record in the Office of the Clerk of the Superior Court of Chatham County, Georgia in Condominium Plat Book 2, Folio 104A; and

NOW, THEREFORE, Declarant does hereby declare and submit the Property with all improvements now or hereafter constructed thereon to the Condominium form of ownership in accordance with the Act. The Property shall be held, sold and conveyed subject to the following covenants, conditions and restrictions, which are instituted to enhance and to protect the value, desirability and attractiveness of the Property.

DECLARATION

Declarant hereby publishes and makes the following Declaration as to the division, covenants, restrictions, conditions, limitations and uses to which the Property and improvements now situated thereon and hereinafter constructed specifying that this Declaration shall constitute covenants to run with the land, binding upon Declarant, its heirs, successors, grantees and assigns, and all subsequent owners of any part of the property or improvements, their lessees, grantees, heirs, executors, administrators, representatives, devisees, successors and assigns, and does hereby establish and submit the Property to the provisions of the Act (including any amendments thereto), and after the recording of this Declaration said Property shall be held and sold subject to the provisions of the Act and the terms and conditions hereinafter set forth in this Declaration, said Property being hereinafter sometimes referred to as the "Submitted Property."

ARTICLE I

Definitions

The terms used in this Declaration, unless otherwise specified or unless the context otherwise requires, shall have the meanings specified in O.C.G.A. Section 44-3-71. Statutory references shall be construed as meaning the referenced statute or portion thereof as the same may exist from time to time. In addition to the definitions contained in the Act, the following definitions shall apply to this Declaration and all other condominium documents covering the Submitted Property, and shall apply to any further subdivision of the Submitted Property hereinafter submitted under the terms hereof.

(a) "Additional subdivision" shall mean with regard to any portion of the Property which is originally designated as one Unit hereunder, the construction of more than one unit within the boundaries of the original Unit in accordance with the provisions of the Condominium Act and this Declaration.

(b) "Association" shall mean "Chatham Commercial Condominium Association, Inc.", a Georgia non-profit corporation formed for the purpose of exercising the powers of the Association of this Condominium. Members of the Association shall be Condominium Unit Owners. Condominium Unit Owners will automatically become members of the Association upon becoming such owner.

(c) "Board of Directors" or "Board" shall mean the Directors of the Association.

(d) "Building" shall mean the composite of all Units as shown on the Condominium Plat herein described.

(e) "By-Laws" shall mean the by-laws of the Association as amended from time to time.

(f) "Common Elements" shall mean all portions of the Submitted Property which are not included within the Units, and shall include the common areas and facilities as defined in the Act, this Declaration, the By-Laws, and all amendments to such, and shall include easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to Units and the Common Elements; an easement of support in every portion of a Unit which contributes to support of the Building; and any and all load bearing and support columns and other structural components of the Building. For reference, an illustration of the Common Elements is attached hereto as Exhibit E.

(g) "Common Expenses" shall mean all expenditures lawfully made or incurred by or on behalf of the Association, together with all funds lawfully assessed for the creation and/or maintenance of reserves pursuant to the provisions of the Act, this Declaration, the By-Laws, and all amendments to such.

(h) "Common Profits" shall mean all income collected or accrued by or on behalf of the Association, other than the income derived from assessments pursuant to O.C.G.A. Section 44-3-80 or as provided by this Declaration, By-Laws, and all amendments to such.

(i) "Condominium" shall mean that form of ownership established by the provisions of the Act and includes all property lawfully submitted to the Act.

(j) "Condominium Documents" or "Condominium Instruments" shall mean this Declaration, the Articles of Incorporation and the By-Laws, and all other exhibits referenced or attached to any of such, and all other documents, rules, and regulations promulgated pursuant to the authority created herein and by the Act, all as said documents or instruments shall be amended from time to time. Any amendment or certification of any condominium instrument shall from the time of the recordation of such amendment or certification, be deemed an integral part of the affected condominium instrument or document, so long as such amendment or certification was made in accordance with the provisions of the Act or this Declaration.

(k) "Condominium Unit" or "Unit" shall mean a portion of the Submitted Property which is subject to exclusive ownership, together with an undivided share in the Common Elements appertaining to that Unit, and when the context permits, the term includes all other appurtenances to that Unit.

(l) "Declaration" shall mean this document or instrument as recorded, including any lawful amendments thereto.

(m) "Foreclosure" shall include, without limitation, the exercise of a power of sale contained in any security deed, trust deed, deed to secure debt or other instrument conveying security title to the Unit, or the judicial foreclosure of such.

(n) "Identifying Number" shall mean one or more letters, numbers, symbols or words, or any combination thereof, that identifies only one Unit in the Condominium.

(o) "Lease" shall include all leases, subleases and rental contracts, whether oral or written.

(p) "Limited Common Element" shall mean those Common Elements reserved for the exclusive use of those entitled to the use of one or more (but less than all) of the Units. References herein to Common Elements shall also include all Limited Common Elements, unless the context would prohibit or it is otherwise expressly provided.

(q) "Majority" shall mean, except where otherwise provided by the Act, this Declaration, the Articles of Incorporation of the Association or the By-Laws thereof, the number of Unit Owners or their proxies entitled to cast fifty-one percent (51%) or more of the total votes of said Association in accordance with the voting rights as determined by the Act, this Declaration, or the By-Laws, and all amendments thereto.

(r) "Mortgage" shall mean a mortgage, deed to secure debt, trust deed, or other instrument conveying a lien upon or security title to a Condominium Unit.

(s) "Mortgagee" shall mean any grantee or holder of a deed to secure debt or other instrument conveying security title to a Condominium Unit.

(t) "Person" shall mean a natural person, corporation, partnership, association, trust or other entity, or any combination thereof.

(u) "Plans" and "Plat" shall mean the plans and plat of the Buildings, Units, and Submitted Property referred to in the Act, which plans and plat are more particularly designated and described on Exhibit "B," incorporated herein, and by reference made a part hereof. Said plans and plat are filed of record in the Office of the Clerk of the Superior Court of Chatham County, Georgia.

(v) "Submitted Property" or "Property" shall mean the property lawfully submitted to the provisions of the Act by the recording of condominium instruments pursuant to the provisions of the Act or this Declaration, said property being more particularly described on Exhibit "A" attached hereto and by reference incorporated herein and made a part hereof. Further subdivision shall be deemed to be submitted property upon the alteration of the number of Condominium Units pursuant to the provisions of the Act and this Declaration.

(w) "Unit Owner" shall mean any person, organization or entity (hereinafter collectively "Person"), whether it be one or more, owning fee title to a Unit. No matter how many Persons have an ownership interest in a Unit, each Unit shall only have one Unit Owner for all purposes hereunder.

ARTICLE II

The Condominium

Section 1. General Description. The name of the Condominium created hereby is "Chatham Commercial Condominiums" and is located in Garden City, Georgia.

Section 2. Description of Units. Each Unit is depicted on the Plat and Plans and is or will be constructed substantially in accordance with the plans as evidenced by the certification attached hereto as Exhibit C, said certification being that which is required by O.C.G.A. Section 44-3-83(b)(2). The dimensions of the Units and their location are contained in the Plat and the Plans. Subject to the provisions of O.C.G.A. Section 44-3-75, the boundaries of each Unit shall be the unfinished surface of the walls, floors and ceilings thereof which separate the Unit from other Units and from the Common Elements and Limited Common Elements, as depicted on the Plans and Plat. The concrete block wall separating the Unit of one Owner from the Unit of an adjoining Owner shall be referred to as a "divider wall." A divider wall shall be initially constructed by the Declarant. All divider walls shall be a Common Element and ordinary maintenance other than painting and decorating of said walls shall be a Common Expense of the Association; provided, however, an Owner shall be responsible for any damage caused to a divider wall by its negligent or intentional acts or the negligent or intentional acts of its employees, agents, licensees and invitees, and the cost of said repairs shall be specifically assessed to that Owner and said sum, together with interest thereon and all costs of collection, shall be immediately due and payable. Each Unit shall constitute real property for all purposes which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as other real property, subject to the provisions of this Declaration and the Act.

Section 3. Improvements. Each Unit shall include all improvements contained within such area, including any plumbing and electrical fixtures; provided, however, that no bearing walls and bearing columns of the Building in which such unit is located, and no pipes, wires, conduits, ducts, flues, shafts and public utility lines situated within such Unit which form a part of any system serving one or more other Units or the Common Elements shall be deemed to be a part of such Unit.

Section 4. Separate Real Estate Taxes. Real estate taxes shall be separately taxed to each Unit Owner for his Unit and his corresponding percentage of ownership in the Common Elements, as provided in the Act. In the event that such taxes for any year are not separately taxed to each Unit Owner, but rather are taxed on the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the Common Elements, and, in said event, such taxes shall be a Common Expense.

Section 5. Easements. The following easements are hereby created in addition to any easements created under the Act:

- (a) Support. Each Unit shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units.
- (b) Utility and Other Services; Drainage. Easements are reserved under, through and over the Submitted Property as may be required from time to time for utility and other services and drainage. A Unit Owner shall do nothing within or outside his Unit that interferes with or impairs the provision of such utility or other services or drainage facilities or the use of these easements. The Board of Directors of the Association or its designee shall have a right of access to each Unit to inspect same, to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility, service and drainage facilities and Common Elements contained in the Unit or elsewhere in the Property, and to remove any improvements interfering with or impairing such facilities or easements herein reserved; provided such right of access, except in the event of an emergency, shall not unreasonably interfere with the Unit Owner's permitted use of the Unit, and except in the event of an emergency, entry shall be made on not less than one (1) day's notice.
- (c) Encroachments. If (a) any portion of the Common Elements encroaches upon any Unit; (b) any Unit encroaches upon any other Unit or upon any portion of the Common Elements; or (c) any encroachment shall hereafter occur as a result of (i) construction of any improvements, (ii) settling or shifting of any improvements, (iii) any alteration or repair to the Common Elements made by or with the consent of the Association, or (iv) any repair or restoration of the improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same as long as the improvements shall stand.
- (d) Ingress and Egress. A non-exclusive easement in favor of each Unit Owner, their employees, agents, licensees and invitees, shall exist for vehicular and pedestrian traffic over, through and across any sidewalks, walks, and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use.
- (e) Parking. A non-exclusive easement in favor of each Unit Owner, their employees, agents, licensees and invitees, to park within the area designated as the parking lot as shown and described on the Plans. All parking spaces constituting a portion of the Property as

may be designated from time to time by the Board of Directors shall constitute part of the Common Elements. The Board of Directors may designate certain parking spaces as "employee parking" in its reasonable discretion. Each Unit Owner agrees to be bound by decisions of the Board of Directors and to abide by such rules and regulations as may be established in this regard.

- (f) Additional Easements. The Declarant (so long as it owns any Units) and the Association, on their behalf and on behalf of all Unit Owners (each of whom hereby appoints the Declarant and the Association irrevocably as their attorney-in-fact for this purpose), each shall have the right to grant such additional electric, drainage, gas or other utility or service easements, or relocate any existing utility or service easements or drainage facilities (subject to applicable restrictions), in any portion of the Property, and to grant access easements or relocate any existing access easements in any portion of the Property, as the Declarant or the Association shall deem necessary or desirable for the general health or welfare of the Unit Owners, or for the purpose of carrying out any provisions of this Declaration or otherwise, provided that such easements will not prevent or unreasonably interfere with the use of the Units as permitted herein. Prior to submitting the Property to the Act, the Declarant recorded a Declaration of Access, Drainage, and Detention Easements in the Office of Clerk of Superior Court of Chatham County, Georgia, which the Common Elements are subject, as are more particularly shown at Exhibit E. Declarant also recorded an Easement to Garden City, Georgia affecting the Property in the Office of Clerk of Superior Court of Chatham County, Georgia, to provide water-line access to Garden City.

Section 6. Communication Devices. Each Unit Owner shall have a non-exclusive license to place and operate a satellite dish or other technological communication device (hereinafter a "Communication Device") on or within the Common Areas, subject to the prior approval of the Board of Directors as to the size of said Communication Device and the specific location of placement within the Common Areas of said Communication Device. Said approval shall be within the sole and exclusive discretion of the Board of Directors.

Section 7. Construction; Maintenance. The Declarant (including its designees, contractors, successors and assigns shall have the right, in its sole discretion, from time to time, to enter the Property and take all other action necessary or convenient for the purpose of completing the construction thereof, or any part thereof, and for repair, replacement and maintenance purposes where the Association fails to do so, or for any other purpose, provided such activity does not prevent or unreasonably interfere, in the opinion of the Declarant, with the use of the Units as permitted herein.

Section 8. Sales Activity. For as long as there are any unsold Units, the Declarant, its designees, successors and assigns, shall have the right to use any such Units and parts of the Common Elements as model units and sales offices, to show the models and the Common Elements to prospective purchasers and tenants of Units, to erect on the Property signs and other promotional material to advertise Units for sale or lease and for any other similar purpose the Declarant deems appropriate in its opinion.

Section 9. Relocation of Boundaries Between Units. Relocation of boundaries between units shall be permitted in accordance with the provisions of O.C.G.A. Section 44-3-91.

Section 10. Subdivision of Units. Subdivision of units shall be permitted in accordance with the provisions of O.C.G.A. Section 44-3-92.

Section 11. Upkeep of the Condominium. Upkeep of the Condominium shall be governed by the provisions O.C.G.A. Section 44-3-105.

Section 12. Convertible Space. The convertible space within the Condominium shall be as described in the Plans.

ARTICLE III

Limited Common Elements and Common Elements; Liability for Common Expenses

Section 1. Limited Common Elements. Any portion of the Common Elements which, by its nature, cannot serve all units but serves one Unit or more than one Unit, shall be deemed a Limited Common Element of the Unit(s) served and shall be maintained by said Unit Owner. In the event of any doubt or dispute as to whether any portion of the Common Elements constitutes a Limited Common Element or in the event of any question as to which Units are served thereby, a decision shall be made by a majority vote of the Board of Directors of the Association and shall be binding and conclusive when made. To the extent of any area deemed a Limited Common Element hereunder, the owner of the Unit to which the Limited Common Element is appurtenant shall have the right to alter same as if the Limited Common Element were part of the Unit, rather than as required for alteration of Common Elements. All maintenance and repair of Limited Common Elements shall be the sole responsibility of the Unit Owner(s) served by such improvements; provided, however, that if a Unit Owner fails to make necessary repairs to any Limited Common Element serving its Unit after notice from the Association of the need for such repairs, the Association may make such repairs itself and pass all costs incurred in connection with such repair work to the appropriate Unit Owner in the form of an assessment.

Section 2. Common Elements. The general Common Elements shall consist of the land, and all improvements located thereon except the Units and the Limited Common Elements. The Common Elements shall include but not be limited to exterior walkways; plumbing pipes, gas line and electrical wires (except those that serve

individual Units or for which separate meters are installed); extensions and supportive walls, foundation, and roof; and signage for Condominium.

Section 3. Allocation of Undivided Interests in Common Elements. Each Unit Owner shall own a proportionate share in the general Common Elements and in any common surplus of the Condominium. Pursuant to the provisions of O.C.G.A. § 44-3-78, the undivided interest in the Common Elements hereby allocated to each Unit is set forth in Exhibit E attached hereto. The undivided interest in the Common Elements hereby allocated shall not be altered except to the extent expressly provided by the Act.

Section 4. Subsequent Assignment of Common Elements as Limited Common Elements. In the event that the Association's Board of Directors should authorize or otherwise provide for assignment of Common Elements to serve as Limited Common Elements, an amendment to the Declaration for the purpose of assigning such space or spaces to said Unit or Units shall be prepared, executed and recorded pursuant to the provisions of O.C.G.A. Section 44-3-82. Any assignment of Common Elements as Limited Common Elements shall be effected only by means of an amendment to this Declaration duly executed and recorded pursuant to the provisions of O.C.G.A. Section 44-3-93.

ARTICLE IV

Restrictions of the General Use of the Condominium and Units

The use of the Property, the Condominium Units, the Common Elements and the Limited Common Elements shall be in accordance with the following provisions so long as the Condominium exists:

Section 1. Use. All Units shall be used exclusively for general commercial use. Uses customarily not characterized as a general commercial use, but otherwise compatible with other uses within the Buildings, may be approved on an individual basis, at the sole and exclusive discretion of the Declarant, so long as Declarant owns any units in the Condominium, without the consent of the other Unit Owners. Upon the Declarant's transfer or conveyance of all of the Units, the Association shall have the sole and exclusive discretion to approve other uses within the Buildings. Any such deviation in the permitted use of a Unit shall not constitute a waiver of any nature or description as to other Unit Owners or a continuing waiver of the restrictions and limitations set forth in this Declaration. Unit Owners and other occupants shall not use or permit any use of their Units in any manner which would constitute immoral, improper, offensive or unlawful use or be in violation of any federal, state, county or municipal law, statute, ordinance or administrative rule or regulation, or which would be injurious to the Condominium generally.

Without limiting the generality of the foregoing, the following uses are specifically prohibited:

- (a) Automotive painting and body work;
- (b) Automotive repairs;
- (c) Blacksmith, gas, steam and fitting shops;
- (d) Boat or yacht repairing or overhauling;
- (e) Metal workshops;
- (f) Power or steam laundries; and
- (g) Welding shops.

Section 2. Obstruction of Common Elements. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior written consent of the Association. Subject to the provisions of this Declaration, all Unit Owners shall have a non-exclusive right to use the Common Elements for the purposes for which they are intended, subject, however, to the following provisions: (a) no such user shall enter or encroach upon the lawful rights of other persons; and (b) the right of the Association to restrict the use and govern the operation of the Common Elements by promulgating reasonable rules and regulations with respect thereto.

Section 3. Exterior Decorations. No Unit Owner shall, without the prior written consent of the Association, place or suffer to be placed or maintained (a) on any exterior door, wall, roof, or window of the Unit, or upon any door, wall, roof, or window of the Common Elements, any sign, awning, canopy, shutter, radio or television antenna or advertising matter or other thing of any kind, or (b) any lettering or advertising matter on the glass of any window or door of the Unit, or (c) any advertising matter within the Unit which shall be visible from the exterior thereof. No window mounted air conditioning or heating units shall be permitted.

Section 4. Signage. Notwithstanding anything herein to the contrary, each Unit Owner shall have the right to place a sign on the exterior of its Unit, subject to the prior approval of the Association as to the design, size and location of said sign.

Section 5. Nuisances. No noxious or offensive activity shall be maintained or carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may impair the soundness or safety of the Condominium, or which would interfere with the peaceful possession and proper use of other Units. Each Unit Owner shall keep its Unit free from pests, rodents and other vermin. No Unit Owner shall make or permit any disturbing noises in the Unit or Common Elements, or any portion thereof, by himself, his employees, guests, tenants

or lessees, nor do or permit anything to be done by any such persons, that will interfere with the rights, comforts or convenience of other Unit Owners. The Unit Owners shall exercise due diligence to avoid disrupting other Unit Owners during any construction period and will repair any damage resulting therefrom. The Association may, in its sole discretion, require that any Unit Owner add sound proofing or vibration dampening elements to his unit for repeatedly violations of this section. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.

Section 6. Garbage Containers. No private garbage containers shall be placed in the Common Elements or Limited Common Elements without the prior written consent of the Association.

Section 7. Approval Required for Changes to Common Elements. No construction of any nature whatsoever shall be commenced or maintained upon the Common Elements of the Condominium, nor shall there be any change, modification or alteration in any manner whatsoever of any surface or facade located in the Common Elements, including the color, unless and until approved by the Association.

Section 8. Limitation Upon Right of Unit Owners to Alter and Modify Units. No Unit Owner shall permit any structural modifications or alteration (i.e., modification to load bearing walls, columns or supports) to be made to his Unit or combination of Units without first obtaining the written consent of the Association, which consent may be withheld in the event a majority of the Board of Directors of the Association shall determine, in their sole discretion, that such structural modifications or alterations would adversely affect or in any manner endanger the Property in part or in its entirety.

Section 9. Legal Requirements. No unlawful use shall be made of the Submitted Property or any part thereof, and all valid laws, orders, rules and regulations of all governmental agencies having jurisdiction thereof shall be strictly enforced. Compliance with said legal requirements shall be accomplished by and at the sole expense of the Unit Owner or the Association, as the case may be, whichever shall have the obligation hereunder to maintain and repair the portion of the Property affected by any such legal requirement. Each Unit Owner shall give proper notice to the Association of any written notice received by such Unit Owner of the violation of any legal requirement affecting the Condominium.

Section 10. Conduits. No Unit Owner or occupant shall discharge or permit to be discharged anything into waste lines, vents or flues of the Condominium which might reasonably be anticipated to cause damage thereto, spread odors or otherwise be offensive.

Section 11. Conduct Affecting Insurance. No Unit Owner or occupant shall commit or permit any violation of any insurance policy obtained and maintained by the Association pursuant to the provisions of Article IX hereof, or do or permit anything to be done, or permit anything to be kept, or permit any condition to exist, which might reasonably (a) result in termination of such policy, (b) adversely affect the right of recovery thereunder, (c) result in reputable insurance companies refusing to provide

insurance as required by Article IX hereof, or (d) result in an increase in the insurance rate or premium unless, in the case of such increase, the owner responsible therefor shall pay the same. If the rate of premium payable with respect to policies of insurance obtained and maintained by the Association or with respect to any insurance policy carried independently by any Unit Owner shall be increased or shall otherwise reflect the imposition of a higher rate by reason of anything that is done or kept in a particular unit, or as a result of the failure of any owner or occupant to comply with the requirements of insurance policies obtained and maintained by the Association, or as a result of the failure of any such Unit Owner or occupant to comply with any of the terms and provisions of the Condominium Instruments, the owner of that particular unit shall reimburse the Association and such other Unit Owners respectively for the resulting additional premiums which shall be payable by the Association or such other Unit Owners as the case may be. The amount of such reimbursement due the Association may, without prejudice to any other remedy to the Association, be enforced by assessing same to that particular unit as a Common Expense specially assessed under Article VII hereof.

Section 12. Animals and Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept as pets on any part of the Property except as specifically provided by the Association. No Unit Owner may keep any watchdog or other animal in a Unit or on any other portion of the Submitted Property.

Section 13. Right of Entry. In case of any emergency originating in or threatening any Unit or the Condominium or any part thereof, regardless of whether the owner or his tenant, if any, is present at the time of such emergency, the Association's Board of Directors and all managerial personnel (such personnel to be adequately bonded or insured) shall have the right to enter such unit for the purposes of remedying or abating the cause of such emergency, and such right of entry shall be immediate. To facilitate entry in the event of any such emergency, the owner of each Unit, if required by the Association, shall deposit with the Association a key to such unit.

Section 14. Other Restrictions, Rules and Regulations. The Association, through its Board of Directors, shall have the authority to promulgate and publish such additional Condominium rules and regulations governing the use of the Property, as is deemed necessary to insure the protection and the beneficial enjoyment thereof by all Unit Owners.

ARTICLE V

Maintenance and Alteration by Association and Unit Owners

The responsibility for all maintenance, repairs and replacements (collectively "Repairs") to the Property shall be as follows:

Section 1. By the Association. The Association shall make all repairs, at the Association's own expense, to:

(a) All Common Elements, including maintenance and repairs required under the easements referred to herein at Article II, Section 5, Paragraph (f), for which the Association may, from time to time, receive contribution for from adjoining land owners.

(b) All portions of Units (except interior wall surfaces) which contribute to the support of the building, which portions shall include, but not limited to, the outside walls of the Building and load bearing columns.

(c) All plumbing and wiring and other facilities for the furnishing of utility services which are contained in the portions of the Unit contributing to the support of the Building or within interior boundary walls and which service part or parts of the Condominium other than the Unit within which contained.

(d) All property owned by the Association.

Section 2. By the Unit Owner. The responsibility of the Unit Owner shall be as follows:

(a) Except as otherwise expressly provided to the contrary herein, to make all repairs, at his sole cost, to his Unit and Limited Common Elements appurtenant thereto, whether structural or non-structural, ordinary or extraordinary, including, without limitation, to make all repairs to windows, hurricane shutters, the entrance door and all other doors within or affording access to a Unit, and the electrical (including without limitation wiring and lines run from the main electrical service to the meters serving the Unit), plumbing (including without limitation fixtures, fittings and connections), heating and air conditioning equipment (including without limitation the fan, fan motor, air handler, thermostat and condensing unit), fire extinguishers, life safety equipment, fixtures and outlets, appliances, carpets and other floor coverings, all interior surfaces and the entire interior of the Unit lying within the boundaries of the Unit or the Limited Common Elements or other property belonging to the Unit Owner. All such repairs shall be done without disturbing the rights of other Unit Owners.

(b) The obligation to repair any equipment, fixtures or other items of property which service a particular Unit or Units shall be the responsibility of the applicable Unit Owner, individually, and not the Association, without regard to whether such items are included within the boundaries of any Units. By way of example, the Unit Owner shall repair the condensing unit, condensate line, and freon line of the air conditioning system serving his particular units.

(c) Within the Unit, to maintain, repair, and replace at his expense, all fans, security systems or other appliances or equipment, including any fixtures and/or their connection required to provide water, light, power, telephone, sewage, and sanitary service to his Unit, including but not limited to any special wiring installed.

(d) No Unit Owner shall paint or otherwise decorate or change the appearance of any portion of the exterior of the Building.

(e) To promptly report to the Association any defects or need for repairs, the responsibility for the remedy of which is that of the Association.

(f) No Unit Owner shall make any alterations in the portions of the Building which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do any work which would jeopardize the safety or soundness of the Building, or impair any easement, without first obtaining approval from the Board of Directors of the Association.

Section 3. Common Elements and Association Property. Except to the extent (i) expressly provided to the contrary herein, or (ii) proceeds of insurance are made available therefor, all maintenance, repairs and replacement in or to the Common Elements (other than those Limited Common Elements to be maintained by the Unit Owners as provided above) and Association Property shall be performed by the Association and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense, except to the extent arising from or necessitated by the negligence, neglect or misuse of specific Unit Owners in the opinion of the Board, in which case such cost and expense shall be paid solely by such Unit Owners.

Section 4. Additions, Alterations or Improvements by the Association. Whenever in the judgment of the Board of Directors, the Common Elements, the Property, or any part of either, shall require capital additions, alterations or improvements (as distinguished from repairs and replacements) the Association may proceed with such additions, alterations or improvements upon Board approval, provided that if the cost thereof exceeds \$5,000.00, then it may proceed with the making of such additions, alterations or improvements if same shall have been approved by a majority of the owners of units represented at a meeting at which a quorum is attained. The cost and expense of any such additions, alterations or improvements to such Common Elements shall constitute a part of the Common Expenses and shall be assessed to the Unit Owners as Common Expenses.

ARTICLE VI

Additions, Alterations or Improvements by Unit Owners

Section 1. By Unit Owners.

(a) In General. A Unit Owner shall not make any alteration in or to the Common Elements, such Owner's Unit or any Limited Common Element, including, without limitation, changes or additions to the plumbing, electrical, heating or air conditioning systems, without obtaining the prior written consent of the Board of Directors. An Owner shall not make any alterations which would remove any portion of, or make additions to, or adversely affect the safety or soundness of the Common

Elements or any portion of the Condominium Property maintained by the Association. The Board shall be deemed to have consented to a request if it fails to take any action within thirty (30) days after the later of (i) receipt in writing of such request, or (ii) receipt of all additional information in writing requested by the Board within such thirty (30) day period. Any alterations by a Unit Owner shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction and with any conditions imposed by the Association relating to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise. Any Unit Owner making or causing to be made any such alterations shall hold the Declarant, the Association and all other Unit Owners harmless from, and to indemnify them for, any liability, cost, expense, or damage to the Condominium Property, or to any person, arising therefrom (including, without limitations, any damage to the roof, whether direct or indirect), and to be solely responsible for the maintenance, repair and insurance of such alterations from and after that date of installation or construction as may be required by the Association.

(b) Combining Units. A Unit Owner who owns two immediately adjacent Units may, at the Unit Owner's own expense, combine the two Units to form one unit by removing all or a part of the wall or walls separating the Units. Any Units so combined shall continue to be treated as separate Units for the purposes of this Declaration and no amendment to this Declaration shall be required for any such changes. The Unit Owner shall give written notice of such combination prior to undertaking any work thereon. So long as the size or configuration of the Units combined is not changed in any material fashion, approval of all Unit Owners shall not be required. However, the changes shall be considered material and shall require approval if the proposed alteration would (a) interfere with any other Unit Owner's use and enjoyment of his Unit, (b) impair the Building's structural soundness, (c) impair utility services to any Unit, (d) change the Building's exterior appearance, or (e) violate any applicable law or ordinance. A Unit Owner who combines two or more Units, provided he complies with the prior notice and other requirements of this Section, shall restore the original wall or walls (as shown and described in the Plans) to their original location and shall be required to do so before conveying one of the Units without the other or before conveying the Units to different parties.

Section 2. Declarant Owned Units. The Declarant shall have the right, without the consent or approval of the Association or Unit Owners, to (i) make alterations, additions or improvements in, to and upon Units owned by the Declarant, whether structural or non-structural, interior or exterior, ordinary or extraordinary; (ii) change the size of Declarant owned Units by combining separate Declarant owned Units into a single Unit or otherwise; and (iii) reapportion among the Declarant owned Units affected by such change in size pursuant to the preceding clause, their appurtenant interests in the Common Elements and share of the Common Surplus and Common Expenses. In making the above alterations, additions and improvements, the Declarant may relocate and alter Common Elements adjacent to or near such Units, incorporate portions of the Common Elements into adjacent Units and incorporate Units into adjacent Common Elements, provided that such relocation and alteration does not materially adversely affect the market value or ordinary use of Units owned by Unit Owners than the

Declarant. Any amendments to this Declaration required by changes of the Declarant made pursuant to this Section shall be effected by the Declarant without the vote or consent of the Association or Unit Owners required.

ARTICLE VII

Common Expenses

Section 1. General. Each Unit Owner shall pay to the Association assessments for Common Expenses, including those described in O.C.G.A. Section 44-3-80, such assessments to be fixed, established and collected from time to time as hereinafter provided. The assessments shall constitute a lien on the Unit against which each such assessment is made pursuant to O.C.G.A. Section 44-3-109, which lien shall include late charges, interest and costs of collection in accordance with and to the maximum extent permitted by O.C.G.A. Section 44-3-109(b).

Section 2. Determination of Assessment. For the purposes of determining the assessments to be made as hereinafter provided, the Association shall determine for each year, as soon as practicable, the estimated aggregate amount of the Common Expenses for such year. For purposes of such determination, each year shall be the calendar year, except that the first year shall begin on the date on which the first unit is conveyed by the Declarant to one or more other persons and end of the 31st day of December of said year. Except for its responsibilities as a Unit Owner, the Declarant shall not have any responsibility for the maintenance, repair or replacement of any part of the Common Elements after the date on which the first unit is conveyed by the Declarant to one or more other persons. The Association may, from time to time during each year, make reasonable adjustments in said estimated amounts on the basis of actual costs incurred.

Section 3. Allocation of Assessments. Each Unit Owner shall be responsible for its allocable share of the total costs of the Common Expenses for each year as shown on Exhibit D and as determined by the Association for each Unit owned by said Unit Owner.

Section 4. Common Expenses. In addition to any Common Expenses set forth in the Act, or elsewhere in this Declaration, Common Expenses shall include, but not be limited to, the following:

- (a) Fees and expenses of managing the Property and the Common Elements and administering the Association;
- (b) Expenses of landscaping and maintenance of Common Elements and lighting;
- (c) Expenses of utility services for the Condominium, including water, gas, electricity and sewer, to the extent said services are not separately metered;

- (d) Fees and expenses for garbage service;
- (e) The cost of all insurance premiums on all policies of insurance required or permitted to be carried by the Association for its and/or the Condominium's benefit, including without limitation, insurance for the Common Elements obtained by the Association pursuant to the Act or this Declaration;
- (f) The cost to paint, repair, replace and maintain roofs, canopies, elevators, shafts, gutters, down spouts, stairways, walkways and exterior building surfaces of all Units;
- (g) Adequate reserves, if deemed necessary by the Association, for the periodic maintenance, repair and replacement of improvements to the Common Elements which the Association is obligated to maintain;
- (h) All fees and expenses deemed reasonably necessary by the Association for the maintenance and upkeep of the Condominium and the Common Elements;
- (i) Any real estate and personal property ad valorem taxes payable by the Association; and
- (j) Special assessments as herein provided, notice of which shall be furnished to each Unit Owner.

Section 5. Assessment. The Association shall advise each Unit Owner in writing of the estimated annual amount of Common Expenses payable by the Unit Owner as determined by the Association and shall furnish each Unit Owner with a copy of the budget on which such estimate is based and, upon request, shall furnish a copy of such budget to the mortgagee of any such unit. If said estimated amount proves inadequate for any such year for any reason, including non-payment of any Unit Owner's assessment, the Association may, at any time or from time to time, levy special assessments to cover such inadequacy. The assessments provided for in this Article shall be based on the calendar year as herein set forth and a pro rata portion thereof paid by the Unit Owners on a monthly basis unless and until the Association elects to establish a different payment period. Any assessment or installment thereof not paid by the tenth (10th) day of the month shall be delinquent and subject to a late charge as may be reasonably determined by the Association. At the time of initial conveyance of a unit by Declarant, the purchaser thereof shall pay the Association the pro rata portion of that month's assessment and any special assessments affecting the purchaser's unit.

Section 6. Additional Liability for Common Expenses. In addition to the allocations of liability for the normal Common Expenses as provided in this Article and in O.C.G.A. Section 44-3-80, each Unit Owner so affected shall be responsible for the following:

(a) Any expenditures by the Association benefitting fewer than all of the units shall be specially assessed equitably among all of the Units so benefitted;

(b) Any expenditures by the Association occasioned by the conduct of fewer than all of those entitled to occupy all of the units or by the licensees or invitees of any such unit or units shall be specially assessed against the Unit or Units, the conduct of any occupant, licensee or invitees of which occasioned any such expenses; and

(c) Any expenditures by the Association which benefit all of the Units but which significantly benefit some units more than others shall be assessed equitably among all of the Units on the basis of value of such benefit.

Section 7. Special Assessments for Capital Improvements. In addition to the assessments provided for above, the Association may levy special assessments for the purpose of paying, in whole or in part, the cost of construction of any new improvement or new amenity within the Common Elements, or the replacement thereof; provided that the construction of such new improvement or new amenity or replacement thereof shall have been approved by members of the Association holding at least two-thirds of the votes of the Association at a meeting duly called for this purpose, written notice of which shall have been given in the manner specified in the By-laws of the Association.

Section 8. Duty of Association to Enforce Collection. The Association shall take prompt action to collect any assessment due from any Unit Owner. The Association shall have the right and duty to attempt to recover such unpaid assessments, together with all interest and charges thereon as provided in the Act and in this Declaration.

Section 9. Non-payment of Assessment. Any assessment made in compliance with the provisions of this Article shall constitute a lien in favor of the Association against the units and may be enforced as provided in O.C.G.A. Section 44-3-109 of the Act or as provided by any other law.

Section 10. Late Charges, Interest and Costs. With respect to the lien for assessments provided in O.C.G.A. Section 44-3-109 in favor of the Association against any Unit Owner or Unit, said lien shall, at the option of the Association, also include:

(a) A late or delinquency charge not in excess of the greater of \$10.00 or 10% of the amount of each assessment or installment thereof not paid when due;

(b) Interest on each assessment or installment thereof, and any delinquency or late charge appertaining thereto, from the date the same was first due and payable, at the prime rate published by the Wall Street Journal or similar publication, plus two percent (2%) per annum; and

(c) The costs of collection, including court costs, the expenses of sale, any expenses required for the protection and preservation of the Unit and reasonable attorney's fees actually incurred.

Section 11. Fee for Lien Certificate. Payment of a fee to the Association in the amount of \$10.00 shall be required as a prerequisite to the issuance by the Association of the notice provided in O.C.G.A. Section 44-3-109(d).

Section 12. Common Profits. The common profits, if any, shall be applied to the payment of Common Expenses and the rights in any surplus remaining shall appertain to the units in proportion to the liability for Common Expenses appertaining to each Unit. At the discretion of the Association, any such surplus or any portion thereof may be distributed to or credited to the next assessments chargeable to the Unit Owners, or the same may be added to any reserve maintained pursuant to the Condominium instruments or the By-laws of the Association.

ARTICLE VIII

The Condominium Association

Section 1. The Association. The Condominium Association has been incorporated as a not-for-profit Georgia corporation under Chapter 3 of Title 14 of the Georgia Corporation Code. The organization of the Association has been duly effectuated including appointment of the first board of directors and election of its initial officers. The Declarant is hereby authorized to appoint and remove any member or members of the Association's board of directors and any officer or officers of the Association until the occurrence of the first of the events specified in O.C.G.A. Section 44-3-101.

Section 2. Membership. Each Unit Owner shall automatically be a member of the Association upon his acquisition of an ownership interest in any Unit and its appurtenant undivided interest in the Common Elements, which membership shall continue during the period of ownership by such Unit Owner.

Section 3. Voting Rights. Each Unit Owner shall be entitled to one vote.

Section 4. Acts of the Association. Unless the approval or action of Unit Owners is specifically required in this Declaration, the Articles or By-Laws, or applicable rules and regulations or applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board of Directors, and the Board may so approve an act through the proper officers of the Association. When an approval or action of the Association is given or taken hereunder, such action or approval may be conditioned in any manner the Association deems appropriate or the Association may refuse to take or give such action or approval without the necessity of establishing reasonableness of such conditions of refusal.

Section 5. Effect on Declarant. If the Declarant holds a Unit for sale in the ordinary course of business, none of the following actions may be taken without the prior written approval of the Declarant: assessment of the Declarant as a Unit Owner for capital improvements; or any action by the Association that would be detrimental to the sales of units by the Declarant. During the period from the date of recording of this Declaration until the date that control of the Association is transferred to Unit Owners other than the Declarant as provided in the By-Laws and the Act, the Declarant shall not be obligated to pay its share of Common Expenses attributable to the Units owned by the Declarant.

ARTICLE IX

Insurance

Section 1. Insurance. Insurance policies upon the condominium property covering the items described in subparagraph (a) of this Article shall be purchased by the Association, as required by Section 44-3-107 of the Georgia Condominium Act, for the benefit of the Association and the Unit Owners and their mortgagees as their interests may appear. Provisions shall be made for the issuance of the certificates of mortgage endorsements to the Association and to the mortgagees of Unit Owners.

(a) Insurance shall cover the following:

- (1) Casualty. The Building and all improvements included in the Common Elements in an amount reasonably necessary to protect the insured property, as determined annually by the Board of Directors of the Association. Policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association. Such coverage shall afford protection against loss or damage by fire, plate glass repair and replacement, and other hazards covered by a standard extended coverage endorsement, and such other risks as are customarily covered with respect to a building similar to the building on the land, such as vandalism and malicious mischief. Notwithstanding anything above to the contrary, the insurance coverage for this Condominium shall exclude from coverage the following items: (i) all wall, floor and ceiling coverings within a Unit; (ii) all fixtures, furniture and equipment or other personal property owned, supplied or installed by Unit Owners or tenants or subtenants thereof; (iii) all alterations and improvements made by Unit Owners, tenants or subtenants; and (iv) to the extent required by applicable law, electrical fixtures, appliances, heating and air conditioning equipment, water heaters and built-in cabinets, all of which are located within a Unit or within the Limited Common Elements appurtenant to a Unit, and the repair or replacement of such items are the responsibility of the Unit Owner or its tenant or subtenant.

- (2) Liability. Public liability in amounts not less than \$1,000,000.00 for injury, including death, to a single person, and \$2,000,000.00 for injury or injuries, including death, arising out of a single occurrence, and \$50,000.00 property damage, and such other coverage as shall be determined by the Board of Directors of the Association and Section 44-3-107 of the Georgia Condominium Act. The Association may also obtain and maintain liability insurance for its directors and officers.
- (3) Worker's compensation. Worker's compensation as required by law.
- (4) Flood. To the extent necessary, flood insurance for the Association, and such other insurance in such amounts as the Association shall deem appropriate.

(b) Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense. Each owner, by acceptance of a deed or other conveyance of the Unit, hereby ratifies and confirms any decisions made by the Association with respect to insurance policies and coverage. Increases in premiums due to a use by a Unit Owner or a misuse or abandonment of a Unit shall be paid by such Unit Owner as an additional assessment with the payment terms to be determined by the Board of Directors and such additional assessment shall be treated as an assessment against that particular Unit.

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

Section 2. Handling of Casualty Insurance Proceeds. All insurance policies purchased by and in the name of the Association shall provide that proceeds covering property losses shall be paid to the Association. The Association shall receive such proceeds as are paid and delivered to it and shall hold the same in trust for the benefit of the Unit Owners and their mortgagees, as their interests may appear, in accordance with the respective undivided interests of the Unit Owners in and to the Common Elements. Such proceeds, or such portion thereof as may be required for such purpose, shall be disbursed by the Association in payment of repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying all costs of repairs or reconstruction shall be disbursed to the beneficial Unit Owners, remittances to Unit Owners and their mortgagees being payable jointly to them. Notwithstanding the foregoing, in the event of a determination that the damage or destruction for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed to such persons as hereinafter provided.

Section 3. Damage and Destruction.

(a) Immediately after any damage or destruction by fire or other casualty covered by insurance written in the name of the Association, the Association shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed portion of the Property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Property to substantially the same condition in which it existed prior to the fire or other casualty with each Unit and the Common Elements having the same vertical and horizontal boundaries as before.

(b) Immediately after substantial damage or destruction by fire or other casualty to any part of the Condominium, the Association shall provide written notice of same to each mortgagee having an interest therein whose name and address have theretofore been furnished to the Association together with a written request for such notice.

(c) Any damage or destruction shall be repaired or reconstructed unless (1) the Condominium is terminated pursuant to the provision of O.C.G.A. Section 44-3-98, (2) the damaged or destroyed portion of the Property is withdrawn from the Condominium pursuant to the provisions of O.C.G.A. Section 44-3-99, or (3) the Unit Owners of the damaged or destroyed Units, if any, together with the Unit Owners of the other units to which two-thirds of the votes of the Association appertain, exclusive of the votes appertaining to any damaged or destroyed units, agree not to repair or reconstruct such damage or destruction, pursuant to the provisions of O.C.G.A. Section 44-3-94. Any such determination shall be conclusively made within a reasonable period of time. Should a determination be made to terminate the Condominium, withdraw from the Condominium the damaged portion of the Condominium or not to repair or reconstruct the damage or destruction as provided above, then the insurance proceeds shall be disbursed by the Association to the Unit Owners and their mortgagees, as their interests may appear, remittances to Unit Owners and their mortgagees being payable jointly to them.

Section 4. Repair and Reconstruction. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Association may levy a special assessment against the Unit Owners of the damaged or destroyed units, and against all Unit Owners in the case of damage to the Common Elements, in sufficient amounts to provide funds to pay such excess cost of repair or reconstruction. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. Such assessments, if any, against Unit Owners for damage to units shall be levied in proportion to the cost of repair and reconstruction of their respective units. Such assessments, if any, against Unit Owners for damage to the Common Elements shall be levied in proportion to the Unit Owners' shares of liability for Common Expenses not specially assessed. The proceeds from insurance and assessments, if any, received by the Association hereunder when the damage or destruction is to be repaired or reconstructed shall be disbursed as provided for in Section 2 of this Article.

ARTICLE X

Eminent Domain

Section 1. General. Whenever all or any part of the Property shall be taken by any authority having the power of condemnation or eminent domain, such shall be governed by the provisions of O.C.G.A. Section 44-3-97.

Section 2. Awards for Fixtures. Each Unit Owner shall have the exclusive right to claim all of the award made for fixtures installed by such Unit Owner.

Section 3. Notice to Mortgagees. The Association immediately upon having knowledge of the institution or threat of institution of any proceedings or other action with respect to the taking of units, the Common Elements, or any portion of any unit or common element in condemnation, eminent domain, or other proceedings or actions involving any unit of government or any other person having the power of eminent domain, shall so notify all Unit Owners and all mortgagees having an interest therein whose name and address have theretofore been furnished to the Association together with a written request for such notice. Any such mortgagee may, if permitted by law, participate in any such proceedings or actions or, in any event, may participate in negotiations in connection therewith, but shall have no obligation to do so.

ARTICLE XI

Miscellaneous

Section 1. Incorporation of the Act. Except as modified or expanded by the provisions of this Declaration, the Act and all of the terms, conditions and provisions thereof as existing on the date hereof are hereby by reference incorporated herein.

Section 2. Multiple Owners. If any Condominium Unit shall be owned as tenants in common by two or more persons, such persons shall be jointly and severally liable for the Common Expenses assessed against such unit and for the prompt discharge of each and every obligation or duty imposed on such owners by the Condominium instruments or the Articles of Incorporation, By-laws or rules and regulations of the Association.

Section 3. Notice of Lien or Suit. A Unit Owner shall give prompt notice to the Association (A) of every mortgage or lien against his unit; (B) of every suit or other proceeding which may affect the title to his unit; (C) of any notice, demand or other communications from a mortgagee holding a mortgage on such unit demanding payment of the debt secured by such mortgage, accelerating or proposing to accelerate

the maturity of such debt, or in any manner informing such owner of an actual, pending or alleged default by the Unit Owner under such mortgage.

Section 4. Notices. Any notice or consent required by the Act or by any of the Condominium instruments or by the Articles of Incorporation, Bylaws or rules and regulations of the Association shall be a written notice delivered to the recipient or mailed to the recipient by United States mail, postage prepaid, at the recipient's last known address, if the recipient is an individual, or addressed to the President of the Association, if the recipient is the Association. All notices delivered by mail shall be deemed to have been given as of the date and hour of the postmark thereon. The address of Unit Owners shown on the records maintained by the Secretary of the Association shall be the address of such owner for mailing of all notices required from the Board of Directors or the Association, and it shall be the responsibility of each owner to furnish the Secretary written notice of any error in such records or change of address.

Section 5. Notice of Action to Lenders In addition to any notices required or permitted by the Act or this Declaration, upon written request to the Association by a lender holding a mortgage or deed to secure debt on a unit, such lender will be entitled to timely written notice of:

- (a) any delinquency in the payment of assessments or charges owed by an owner of a Unit, which remains uncured for a period of sixty (60) days; or
- (b) any proposed action which would require the consent of a specified percentage of holders of deeds to secure debt on a Unit.

Section 6. Amendments. This Declaration and other Condominium instruments may be amended in accordance with the provisions of O.C.G.A. Section 44-3-93. Each Unit Owner agrees that, if requested to do so by the Association's Board of Directors, such Unit Owner will consent to amendments to this Declaration for the purpose of complying with the requirements of any governmental or quasi governmental entity authorized to fund or guarantee mortgages on individual Condominium units, as such requirements may exist from time to time.

Section 7. Termination of the Condominium. The Condominium may be terminated pursuant to the provisions of O.C.G.A. Section 44-3-98.

Section 8. Priority of First Deeds to Secure Debt. No provision of the Condominium instruments shall be construed to grant to any Unit Owner, or to any other party, any priority over any rights of holders of first deeds to secure debts on the Units pursuant to their terms in the case of a distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Units and/or the Common Elements or any portions thereof.

Section 9. Duration. So long as the laws of the State of Georgia limit the period during which covenants, rights of first refusal and other conditions affecting the ownership and conveyance of real property, it shall be the duty of the Association to

cause such covenants, rights of first refusal and other conditions contained herein, as amended from time to time, to be extended when necessary by recording a document bearing the signatures of Unit Owners of units to which a majority of votes in the Association appertain reaffirming and newly adopting such covenants, rights of first refusal and other conditions then existing in order that the same may continue to be covenants running with the land. Adoption by such majority shall be binding on all persons whomsoever, and each Unit Owner, by acceptance of a deed therefor or other evidence of title thereto, is deemed to agree that such covenants may be extended as provided herein.

Section 10. Enforcement. In order to enforce compliance with all lawful provisions of the Condominium instruments and the Association's Articles of Incorporation, Bylaws, and rules and regulations by the Unit Owners and those persons entitled to occupy Units and in addition to other rights of and remedies available to the Association, the Association shall be empowered to impose and assess fines and suspend temporarily the right of use of certain of the Common Elements in such manner and to such extent as the Association may from time to time determine; provided, however, that no such suspensions shall deny any Unit Owner or occupant access to the unit owned or occupied nor cause any hazardous or unsanitary condition to exist. The Association shall not impose fines or suspend any rights of a Unit Owner or occupant unless and until the following procedure is followed:

(a) Demand. Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying: (i) the alleged violation; (ii) the action required to abate the violation, and (iii) a time period, not less than ten (10) days, during which the violation may be abated without further sanction if such violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of sanction after notice and hearing if the violation is not continuing.

(b) Notice. Within thirty (30) days of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Association shall serve the alleged violator with written notice of a hearing to be held by the Board of Directors in executive session. The notice shall contain: (i) the nature of the alleged violation; (ii) the time and place of the hearing, which time shall be not less than ten (10) days from the giving of the notice; (iii) an invitation to attend the hearing and produce any statement, evidence and witnesses on his or her behalf; and (iv) the proposed sanction to be imposed.

(c) Hearing. The hearing shall be held in executive session pursuant to the notice affording the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of the delivery is entered by the officer or director who delivered such notice. The notice requirement shall be deemed satisfied if the alleged

violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

ARTICLE XII

Expansion

This Declaration shall apply solely to Lot 1 as shown and described on the Plat. Pursuant to O.C.G.A. § 44-3-77(b), Declarant reserves the right, BUT NOT THE OBLIGATION, to expand the Condominium, for a period of seven years from the date this Declaration is recorded (the "Expansion Period"), into the Additional Property designated as "Future Development" on the Plat. Except as provided herein and under the Act, the option to expand the Condominium as provided hereunder shall be unrestricted during the Expansion Period, and the Expansion Period may be extended pursuant to O.C.G.A. § 44-3-7(b)(1). Except as provided herein, there are no limitations as to the times the Additional Property may be added to the Condominium or the boundaries of the any Additional Property added. Except as provided by local zoning regulations, there shall be no limitations on the locations of improvements in the Additional Property, and Declarant shall be permitted to add to the Condominium as many Units per acre as are permissible under then applicable local zoning regulations. Declarant will make best efforts to ensure that any improvements on Additional Property will be compatible with improvements on the Property. Provided however, Declarant's procurement of a building permit and certificate of occupancy for such improvements shall constitute prima facie evidence that Declarant has complied with the preceding sentence. There are no other limitations, and Declarant makes no assurances as to the style or character of improvements on the Additional Property. Pursuant to O.C.G.A. § 44-3-7(b)(12), Declarant reserves all rights to designate and assign limited Common Elements or common elements within the Additional Property. As any Additional Property is added to the Condominium form of ownership, an appropriate amendment to this Declaration shall be prepared and filed of record. Such amendment shall allocate undivided interests in the Common Elements and liabilities for Common Expenses in a manner consistent with this Declaration. Each Unit Owner and the Association do hereby approve and ratify the admission of such Additional Property as a part of Chatham Commercial Condominiums as of the date that Declarant submits such Additional Property to this Declaration and the Act. Until such time, if any, that all Additional Property designated on the Plat is added to the Condominium, the Condominium shall be subject to that certain Declaration of Access, Drainage, and Detention Easements recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in Deed Book _____, Page _____.

ARTICLE XIII

Preparer

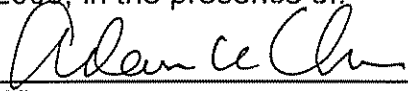
This Declaration was prepared by Harold B. Yellin of Hunter, Maclean, Exley & Dunn, P.C., Attorney at Law, 200 East Saint Julian Street, Savannah, Georgia 31401.

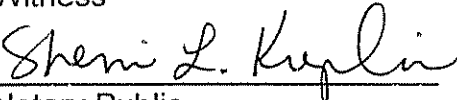
IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed by its duly authorized officers and its corporate seal to be affixed hereto on the day and year first above written.

1101 Chatham Parkway, LLC

By: 
Title: Managing Member

Signed, sealed and delivered
this 25 day of January,
2005, in the presence of:


Witness


Notary Public

SHERRI L. KREPLIN
Notary Public, Effingham County, GA
My Commission Expires January 9, 2009

EXHIBIT A

Property Description

All that certain lot, tract or parcel of land situate, lying and being in Garden City, Chatham County, Georgia, in the 7th G. M. District of said County, containing 3.499 acres, and known as Lot 1 of Chatham Commercial Condominiums as shown and depicted on a map or plat prepared by Thomas & Hutton Engineering Co. dated August 26, 2004, and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in SMB 31-S, page 29; said lot being bounded on the north by property of Seaboard Coastline Railroad; on the east by Chatham Parkway right-of-way; and on the south and west by property of 1101 Chatham Parkway, LLC.

EXHIBIT B

Plans and Plat of Building

Reference is hereby made to that certain plat of survey entitled "Lot 1, Chatham Commercial Condominiums" prepared by Thomas & Hutton Engineering Co., dated August 26, 2004, recorded in Condominium Book 2, Folio 75, Chatham County Records, which are specifically made a part hereof and incorporated herein by reference.

EXHIBIT C

CERTIFICATE

1. I hereby certify that I am a duly licensed and registered Architect pursuant to the Laws of the State of Georgia.

2. In accordance with the Official Code of Georgia Annotated Section 44-3-83(b), I certify that I have visited the site of Chatham Commercial Condominiums, and viewed the property described in the Plans, and that, to the best of my knowledge, information and belief:

- (A) The exterior walls and roof of each structure are in place as shown on the plans; and
- (B) Such walls, partitions, floors and ceilings, to the extent shown on said plans, as constitute the horizontal boundaries and the vertical boundaries of each unit, have been sufficiently constructed so as to establish clearly the physical boundaries of each unit.

WITNESS my hand and seal this 25 day of January, 2005.

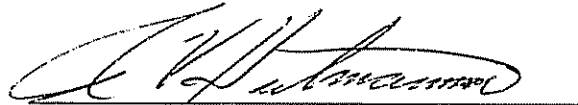


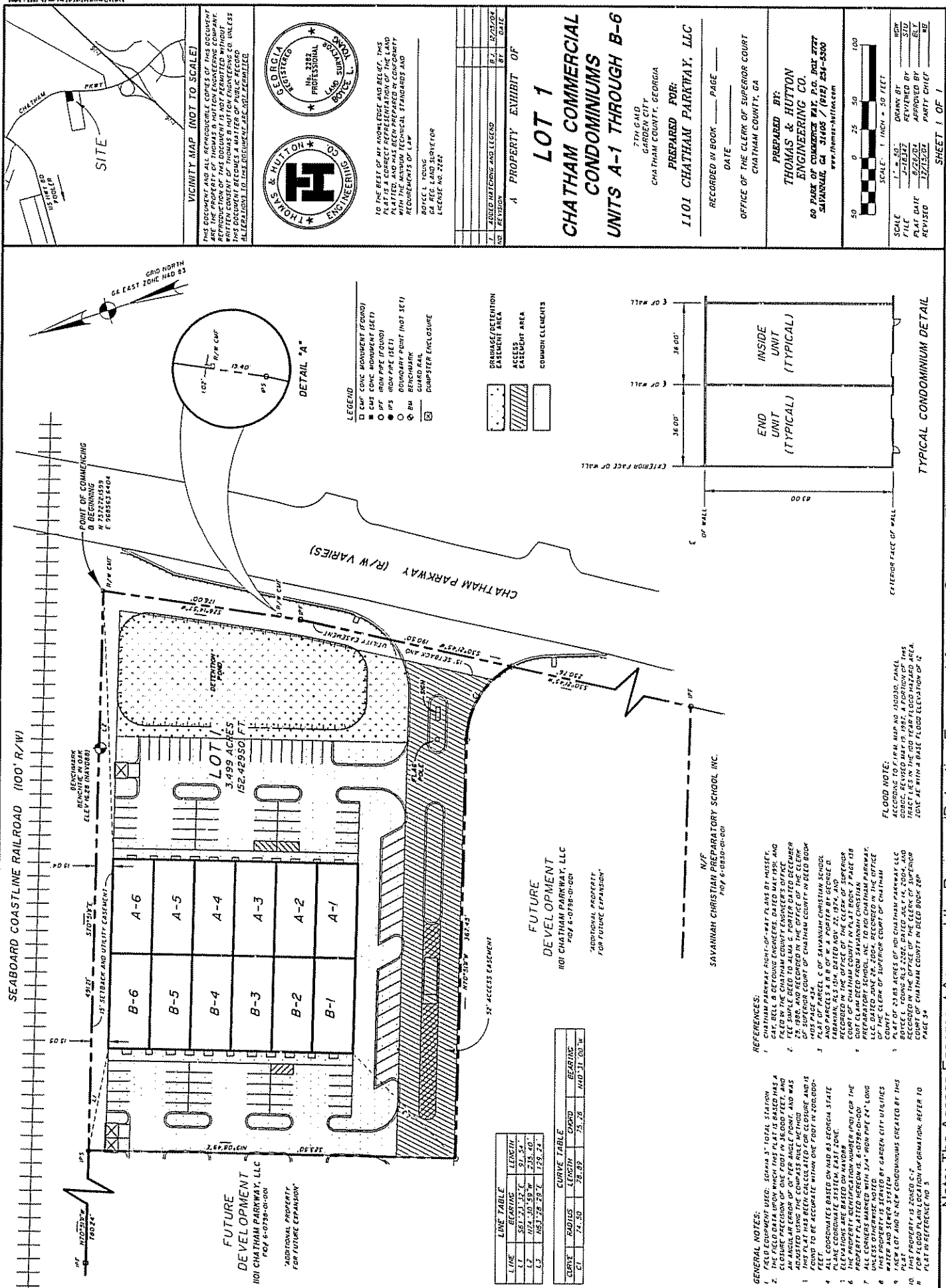
EXHIBIT D

<u>Units</u>	<u>Allocation of Interest in Common Elements and Liability for Common Expenses</u>	<u>No. of Votes in Association</u>
A-1	8.34%	1
A-2	8.33%	1
A-3	8.33%	1
A-4	8.33%	1
A-5	8.33%	1
A-6	8.33%	1
B-1	8.33%	1
B-2	8.33%	1
B-3	8.33%	1
B-4	8.33%	1
B-5	8.33%	1
B-6	<u>8.33%</u>	<u>1</u>
	100%	12

Exhibit E

Identification of Access, Drainage and Detention Easements and Common Elements

Exhibit E Identification of Access, Drainage, and Detention Easements and Common Elements



GENERAL NOTES:

- FIELD EQUIPMENT USED: SOKKIA 3" TOTAL STATION
- CLOSURE PRECISION OF ONE FOOT IN 28,000 FEET, AND AN ANGULAR ERROR OF ONE SECOND. POINT WAS ADJUSTED USING THE COMPASS RULE METHOD AND FOUND TO BE ACCURATE WITHIN ONE FOOT IN 200,000 FEET. MONUMENTS SET AND AS PER GEORGIA STATE PLANNING DEPARTMENT SYSTEM EAST ZONE.
- ELEVATIONS ARE BASED ON NAVD83.
- PROPERTY IDENTIFICATION NUMBER FOR THE PLOT AND CURVE IDENTIFICATION NUMBER FOR THE PLOT AND CURVE MARKED WITH 3/4" IRON PIPE 24" LONG UNLESS OTHERWISE NOTED.
- PLANS AND REVISIONS BY: THOMAS & HUTTON ENGINEERING, INC. 1101 CHATHAM PARKWAY, LLC
- DATE: 02/26/2014
- BY: [Signature]

REFERENCES:

- CHATHAM PARKWAY RIGHT-OF-WAY PLANS BY HUSSETT, FILED IN THE CHATHAM COUNTY ENGINEER'S OFFICE
- FILED MAPLE BEE DEDICATION FOR THE PLOT DATED DECEMBER 22, 2004, AND RECORDED IN THE OFFICE OF THE CLERK OF SUPERIOR COURT IN DEED BOOK 1388 PAGE 434
- PLAT OF PARCEL C OF SAVANNAH CHRISTIAN SCHOOL, CHATHAM COUNTY, GEORGIA, DATED NOV. 24, 1924, AND RECORDED IN THE OFFICE OF THE CLERK OF SUPERIOR COURT IN DEED BOOK 100 PAGE 188
- PREPARATORY SCHOOL, INC. TO 160 CHATHAM PARKWAY, LLC DATED JUNE 24, 2004, RECORDED IN THE OFFICE OF THE CLERK OF SUPERIOR COURT OF CHATHAM COUNTY IN DEED BOOK 1280 PAGE 34

Note: The Access Easement Area and the Drainage/Retention Easement Area are Common Elements and may be expanded in accordance with the Declaration.