

DECLARATION OF CONDOMINIUM

FOR

CAMBRIDGE SQUARE CONDOMINIUM

This Declaration is made and entered into this 12th day of December, 1984, by WILLIAMSBURG OFFICE COMMUNITIES, INC., a Georgia corporation, hereinafter referred to as the "Declarant", for itself, and for its successors, grantees, and assigns, for the purpose of creating a condominium and establishing certain easements, covenants, and restrictions to run with the land.

RECITALS

The Declarant is the owner of certain real estate described in Exhibit "A", attached hereto and incorporated herein by reference, and located in the City of Alpharetta, County of Fulton, State of Georgia, hereinafter referred to as the "Property".

The Declarant intends to and does hereby submit the Property together with all buildings, structures, improvements, and other permanent fixtures thereon, and all rights and privileges belonging or in any way pertaining thereto, to the provisions of the Georgia Condominium Act, and to the provisions of this Declaration.

The Declarant further desires to establish for its own benefit and for the mutual benefit of all future owners or occupants of the Property or any part thereof, a condominium form of ownership; and intends that all future owners, occupants, mortgagees, and any other persons hereinafter acquiring an interest in the Property shall hold that interest subject to certain rights, easements, and privileges in the Property and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct, and maintenance of the Property, as hereinafter set forth.

NOW THEREFORE, the Declarant, as the owner of the Property, and for the purposes above set forth, declares as follows:

GEORGIA, Fulton County, Clerk's Office Superior Court

Filed & Recorded, DEC 18 1984 at 1:17 *Libra J. Rice* CLERK

BOOK 9302 PAGE 376

ARTICLE I

DEFINITIONS

Words used in this Declaration which are defined in the Georgia Condominium Act (GA Laws 1975, p. 609, par. 1; OFFICIAL CODE OF GEORGIA Sec. 44-3-70 et seq.) shall have the same meaning as set forth therein, unless the context shall prohibit or otherwise require or unless such words are otherwise defined by this definition. When used in this Declaration, unless the context shall prohibit or otherwise require, the following words shall have the following meanings, and all definitions shall be applicable to the singular and plural of such terms:

- 1) "ACT" means the Georgia Condominium Act;
- 2) "ADDITIONAL PROPERTY" means the real property described in Exhibit "B" attached hereto and incorporated herein by reference;
- 3) "ARTICLES" means the Articles of Incorporation of the Association, filed in the Office of the Secretary of State of Georgia;
- 4) "ASSESSMENT" means a proportionate share of the funds required for the payment of the common expenses, which from time to time may be levied against each Unit Owner;
- 5) "ASSOCIATION" means Cambridge Condominium Association, Inc., A Georgia Non-Profit Corporation, and its successors, that is the entity responsible for the administration and management of the condominium;
- 6) "BOARD" means the Board of Directors of the Association;
- 7) "BUILDINGS" means all structures or structural improvements located on the Property and forming part of the condominium;
- 8) "BY-LAWS" means the duly adopted By-Laws of the Association;

9) "COMMON ELEMENTS" means all portions of the Property other than the Condominium Units;

10) "COMMON EXPENSES" means the expenses arising out of the ownership of the Common Elements, including expenses incurred in the maintenance, administration, improvements, and repair of the Common Elements, whether incurred or estimated by the Board, for which the Unit Owners are liable to the Association in accordance with the terms of the Condominium Documents;

11) "COMMON SURPLUS" means the excess of all receipts of the Association over the amount of the Common Expenses;

12) "CONDOMINIUM" means the Cambridge Square Condominium, and consists of the Condominium Property submitted to the Condominium form of ownership by this Declaration;

13) "CONDOMINIUM DOCUMENTS" means the Declaration, By-Laws, Articles, and all exhibits thereto as the same may be amended from time to time;

14) "DECLARATION" means this Declaration as it may be amended from time to time;

15) "DEVELOPER" means Williamsburg Office Communities, Inc., a Georgia Corporation, and its successors and assigns;

16) "LIMITED COMMON ELEMENTS" means the part or parts of the Condominium Property as set forth in Paragraph 3.06 of this Declaration, in which more than one, but not all of the Unit Owners have an undivided interest;

17) "MORTGAGE" means a Mortgage, Deed to Secure Debt, Deed of Trust, or other instrument conveying a lien upon or security interest in a Condominium Unit or any portion of the Property;

18) "PLANS" means the Site Plans, Building Plans, Floor Plans, and Sections prepared by Betz and Associates, Inc., and dated March 19, 1984, which depict the dimensions of the Units, and shall include such other plans of any Units located on the Additional Property, and any revisions thereof;

19) "PROPERTY" means all Property covered by the

Declaration, and includes the land and all improvements now existing or hereafter placed thereof, all easements, rights, interest and appurtenances thereto, and all personal property now or hereafter used in connection therewith;

20) "SPECIAL ASSESSMENTS" means the costs and expenses, other than Common Expenses, for which the Unit Owners are liable to the Association.

21) "UNIT OR CONDOMINIUM UNIT" means a part of the Property designed and intended for any type of independent use and consisting of one or more rooms situated on one or more floors of the Buildings or a part or parts thereof, so specified as a Unit on the Plan. Each Unit shall consist of the space enclosed and bounded by the horizontal and vertical planes as shown on the Plan, but shall not include the boundaries of the Unit, that are as follows:

(a) Upper and Lower Boundaries. The upper and lower boundaries extended to their planar intersections with the perimetrical boundaries of the Unit as follows:

(i) Upper Boundary - the horizontal plane of the unfinished lower interior surface of the ceiling, except buildings which have been designed and constructed so as to utilize attic space as finished or rentable space; in such case, the upper boundary shall be the unfinished lower interior surface of the attic ceiling.

(ii) Lower Boundary - the horizontal plane of the unfinished upper interior surface of the floor.

(b) Perimetrical Boundaries. The perimetrical boundaries of each Unit shall be the vertical planes of the exterior surfaces of exterior windows and glass doors bounding a Unit and the unfinished interior surfaces of the walls and entry doors bounding the Unit, excluding paint, wallpaper and like coverings, extended to their planar intersections with each other and with the upper and lower boundaries.

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 Buildings in which such Unit is located, and no pipes, wires, conduits, ducts, flues, shafts, and public utility lines situated within such Unit and forming part of any system serving one or more other Units or the Common Elements shall be deemed to be a part of the Unit.

When a Unit is conveyed, the following shall pass with it as appurtenances thereto: (a) an undivided share in the Common Elements and Common Surplus; (b) the exclusive right to use such portion of the Common Elements as may be provided by this Declaration and as may not be separately conveyed in accordance with this Declaration; (c) an exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, provided that an easement in space that is vacated shall be terminated automatically; and (d) other appurtenances as may be provided in this Declaration.

22) "UNIT OWNER" means the person or persons whose estates or interest, individually or collectively, aggregate fee simple ownership of a Unit and of the attached undivided interest in the Common Elements.

## ARTICLE II

### DESCRIPTION OF PROPERTY

2.01. NAME. The name of the Condominium is CAMBRIDGE SQUARE CONDOMINIUM, which is located in the City of Alpharetta, County of Fulton, State of Georgia. By this Declaration, the Declarant hereby submits the Property to the provisions of the Act. A legal description of said Property is shown on Exhibit "A" attached hereto and made a part hereof by reference.

2.02 UNITS. Each Unit is assigned a Number or Letter or a Combination thereof, which is indicated on the Plans, so that no Unit bears the same designation as any other Unit. The legal description of each Unit shall consist of the identifying number or letter as shown on the plans, the name of the condominium, the name of the County in which the parcel of land is situated, the name of the office in which this Declaration is recorded, and the Deed Book and Page Number where the first page of this Declaration is recorded.

2.03 UNIT INFORMATION. The ownership of each Unit shall include an undivided interest in the common elements and shall be entitled to a share of common profits in the percentages set forth in Exhibit "C" to this Declaration. Each Condominium Unit shall bear a share of the common expenses equal to the share of undivided interest in the common elements owned as set forth in Exhibit "C". The undivided percentage or fraction of interest in the common elements appurtenant to each Condominium Unit shall not be altered except as expressly provided by the Act or as provided by this Declaration in the event of the addition of the Additional Property or any portion thereof to the Condominium. Each Condominium Unit shall have a vote in the Association as set for in Exhibit "C". A Unit Owner shall automatically be a member of the Association and shall remain a member thereof until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically pass to his successor in title.

2.04 RELOCATION OF UNIT BOUNDARIES AND SUBDIVISION OF UNITS. Each Unit shall include all the space within the boundaries thereof, and the boundaries of a Unit shall be set forth in Definitions, 1-21 ("Unit"). The relocation of boundaries between adjoining Units and the subdivision of Units must be in accord with the following provisions. Any relocation of boundaries or subdivision of Units shall be accomplished in strict compliance with Sections 44-3-90, 44-3-91 and 44-3-92 or the Act; provided, however, that such changes shall be restricted as follows: No Unit may be subdivided in a manner so as to create a Unit with less than 800 square feet of interior floor space. All Units created by subdivision of a Unit or relocation of Unit Boundaries shall be adjacent to and accessible from those portions of the common elements intended to provide access to Units; provided, however, that the subdivision plan may provide for secondary means of access to units through adjacent units. The written application for subdivision of a Unit or relocation of Unit boundaries required by the Act shall provide for reallocation between the affected units of any attic space assigned to the Units as limited common elements and for reallocation of the Unit's undivided interest in the common elements, the unit's share of the common expenses, and the unit's vote in the Association proportionately based upon the interior square footage of the newly defined Units.

## ARTICLE III

### COMMON ELEMENTS

3.01 OWNERSHIP OF COMMON ELEMENTS. Each Unit Owner shall be entitled to the percentage of ownership in the Common Elements allocated to the respective Unit, as set forth in Exhibit "C". The Ownership interest in the common elements shall be an undivided interest, and except as provided in the Act and this Declaration, shall remain undivided. No Unit Owner shall bring any action for partition or division of the Common Elements. The ownership interest in the Common Elements shall not be conveyed, transferred, encumbered, or otherwise affected separate from the ownership of the Unit, and any agreement to the contrary shall be void.

3.02 USE OF COMMON ELEMENTS. Each Unit Owner shall have the right to use the Common Elements in common with all other Unit Owners, as may be required for the purposes of access, ingress to, egress from, use, occupancy, and enjoyment of the respective Unit owned by such Unit Owner. The Unit Owner shall have the right to the exclusive use and possession of the Limited Common Elements serving his Unit. The rights to use the Common Elements and Limited Common Elements shall be subject to and governed by the provisions of the Act, Declaratifon, By Laws, and the rules and regulations of the Association. In addition, the Association shall have the authority to lease, grant concessions, or grant easements with respect to parts of the Common Elements, subject to the provisions of the Declaration and By Laws.

3.03 SHARE OF COMMON EXPENSES. Each Unit Owner shall be liable for a proportionate share of the Common Expenses, and the proportionate share of Common Expenses shall be the same ratio as his percentage of ownership in the Common Elements. Payment of Common Expenses shall be in such amounts and at such times as determined in the By Laws. No Unit Owner shall be exempt from payment of his or her proportionate share of the Common Expenses by waiver or nonuse or nonenjoyment of the Common Elements, or by abandonment of his Unit.

3.04 ALTERATION OF COMMON ELEMENTS BY THE DECLARANT. The Declarant reserves the right to modify, alter, remove or improve defective, obsolete or non-functional portions of the Common Elements, including without limitation any equipment, fixtures, and appurtenances, when in the Declarant's judgment it is necessary or desirable to do so, until the expiration of the applicable warranty period.

3.05. DISPOSITION OF COMMON SURPLUS. The Common Surplus shall appertain to the Units in proportion to the liability for Common Expenses appertaining to each Unit, or in the alternative, such surplus or any portion thereof may be added to a reserve fund for maintenance, repair, and replacement of the Common Elements, at the sole discretion of the Association.

3.06. LIMITED COMMON ELEMENTS. The Limited Common Elements with respect to each Unit are shown on the Survey or the Plans. The Limited Common Elements shall include the front entrance halls and stairwells together with any exterior stairway and landing to which such Unit has direct access, together with any enclosure thereof. To each Unit which itself is located on the top floor of each building is assigned as a limited common element appurtenant to said Unit the attic space above the Unit, except buildings which include attic space as a portion of a Unit as defined in Article 1, Paragraph 21. The attic spaces may be reassigned only in compliance with Section 44-3-82 of the Act. Limited Common Elements shall not be construed or interpreted to be separate and apart from the common elements in general, being limited only with respect to the reserved use thereof to the Unit or Units served thereby. No other common elements may be assigned as Limited Common Elements.

#### ARTICLE IV

#### EASEMENTS

In addition to the Easements created by Section 44-3-85 of the Act, the following Easements are hereby granted:

4.01. USE AND ENJOYMENT. Every Unit Owner, his tenants, employees, customers, clients and guests, 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 Unit over those portions of the Property designated for such purpose), subject to the following provisions and limitations; the right of the Association to control the use and enjoyment thereof as provided by the terms of this Declaration, which shall include but not be limited to the right of the Association to limit the use and enjoyment thereof to the Unit Owners and their respective tenants, employees, customers, clients and guests; and the right of the Association to suspend the voting rights of a Unit Owner, in accordance with the By-Laws for any period of time during which an assessment against his Condominium Unit remains unpaid, or for a reasonable time for infraction of any provision of this Declaration, the By-Laws or its published rules and regulations.

4.02. RIGHTS OF ASSOCIATION. There shall be a general easement to the Association, its directors, officers, agents and employees (including, but not limited to any manager employed by the Association) to enter upon the Property 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 agents, representatives and employees, such access through such 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 Property and over and through property adjoining the Property, 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.

4.03. DECLARANT'S RIGHT TO GRANT EASEMENTS. The Declarant shall have the right, prior to the termination of the Declarant control period, to grant and reserve easements and rights of way through, under, over and across the Property for construction purposes, and for the installation, maintenance and

inspection of the lines and appurtenances for public or private water, sewer, drainage, gas, electricity, telephone or other utilities.

## ARTICLE V

### THE CONDOMINIUM ASSOCIATION; ADMINISTRATION

5.01. ADMINISTRATION OF THE CONDOMINIUM. Subject to the provisions hereinafter set forth in this Section 1, the administration of the Condominium, the maintenance, repair, renovation, replacement and operation of the common elements and those acts required of the Association by the Act, the Georgia Non-profit Corporation Code, this Declaration, the By-Laws and the Articles of Incorporation (which five items shall hereinafter sometimes be referred to collectively as "the Governing Documents") shall be the responsibility of the Association, and the exercise of the powers and duties of the Association shall be in accordance with the Governing Documents. Notwithstanding any other provision to the contrary contained in this Declaration or the Articles of Incorporation or the By-Laws of the Association, Declarant shall have the right to appoint or remove any member or members of the Board of Directors or any officer or officers of the Association until such time as the first of the following events to occur: (i) the expiration of seven (7) years after the date of the recording of this Declaration, (ii) unless Declarant, at the time has an unexpired option to add Additional Property, the date as of which Units to which seventy-five per cent (75%) of the undivided interests in the common elements appertain shall have been conveyed by Declarant to Unit Owners other than a person or persons constituting Declarant, or (iii) the surrender by Declarant of the authority to appoint and remove members of the Board of Directors and officers of the Association by an express amendment to this Declaration executed and recorded by Declarant. Upon the expiration of the period of Declarant's right to appoint and remove members of the Board of Directors and officers of the Association, such right shall automatically pass to the Unit Owners, including Declarant if Declarant then owns one or more Condominium Units, and a special meeting of the Association shall be called. At such special meeting the Unit Owners shall elect a Board of Directors and shall undertake the responsibilities of the Association. Every grantee of any interest in the Property, by acceptance of a deed

to or other conveyance of such interest, agrees that Declarant shall have such authority to appoint and remove members of the Board of Directors and officers of the Association and vests in Declarant such authority as provided by this Section 1.

5.02. DUTIES AND POWERS. The duties and powers of the Association shall be those set forth in the Governing Documents, together with those reasonably implied to effect the purposes of the Association. Except to the extent otherwise required by the Governing Documents, the powers herein or otherwise granted to the Association may be exercised by the Board of Directors, acting through its officers, without any further consent or action on the part of the Unit Owners. Subject to and in accordance with the provisions and limitations set forth in the By-Laws of the Association, each Director and each officer of the Association shall be entitled to be indemnified by the Association in connection with any threatened, pending or completed action, suit or proceeding with respect to which such person was or is a party by reason of the fact that such person is or was a Director or officer of the Association.

5.03. PROPERTY. All funds received and title of all properties acquired by the Association and the proceeds thereof, after deducting therefrom the costs incurred by the Association in acquiring the same, shall be held for the benefit of the Unit Owners as herein provided and for the purposes herein stated. The shares of the Unit Owners in the funds and assets of the Association cannot be individually assigned, hypothecated or transferred in any manner except as an appurtenance to a Condominium Unit.

5.04. MEMBERSHIP. Each Unit Owner shall be a member of the Association so long as he is a Unit Owner. A Unit Owner's membership shall automatically terminate when he ceases to be a Unit Owner. The membership of a Unit Owner cannot be assigned or transferred in any manner except as an appurtenance to this Unit.

Each Unit is entitled to one vote, which vote is not divisible. Where a Unit Owner is more than one person, if only one person is present at a meeting of the Association, that person shall be entitled to cast the vote pertaining to that Unit. If more than one such person is present at a meeting the vote pertaining to that Unit shall be cast by their unanimous

consent.

5.05 VOTING. The Association shall have two (2) classes of membership, Class "A" and "B", as follows:

(a) Class "A". Class "A" members shall be all Unit Owners with the exception of the Class "B" members, if any.

Class "A" members shall be entitled on all issues to one (1) vote for each Unit in which they hold the interest required for membership by Section 5.04 hereof; there shall be only one (1) vote per unit.

Any Owner of Units which are leased may, in the lease or other written instrument, assign the voting right appurtenant to that Unit to the lessee, provided that a copy of such instrument is furnished to the Secretary prior to any meeting.

(b) Class B. Class "B" members shall be the Declarant and any successor of Declarant who takes title for the purpose of development and sale and who is designated as such in a recorded instrument. The Class "B" members shall originally be entitled to One Hundred Thirty Six (136) votes; this number shall be decreased by one (1) vote for each Class "A" member existing at any one time. The Class "B" membership shall terminate and become converted to Class "A" membership upon the happening of the earlier of the following:

(i) when the total outstanding Class "A" votes equal or exceed One Hundred Two (102);

(ii) January 1, 1992; or

(iii) when, in its discretion, the Declarant so determines.

From and after the happening of these events, whichever occurs earlier, the Class "B" members shall be deemed to be Class "A" members entitled to one (1) vote for each Unit in which it holds the interest required for membership under Section 5.04 hereof. At such time, the Declarant shall call a meeting, as provided in the By-Laws for special meetings, to advise the membership of the termination of Class "B" status.

## ARTICLE VI

### ASSESSMENTS OF COMMON EXPENSES

6.01. CREATION OF LIEN. Each Owner of any Condominium Unit covenants and agrees to pay to the Association annual and special assessments and charges provided by this Declaration and By-Laws. All such assessments and other charges shall, from the time they become due and payable, be a charge against and continuing lien upon the Condominium Unit in favor of the Association and for the benefit of all Unit Owners. Each assessment of charge shall also be the personal obligation of the Unit Owner.

6.02. SHARE OF COMMON EXPENSES. Each Unit Owner shall be liable for a proportionate share of the Common Expenses, and the proportionate share of Common Expenses shall be the same ratio as his percentage of ownership in the Common Elements. Payment of Common Expenses shall be in such amounts and at such times as determined in the By-Laws. No Unit Owner shall be exempt from payment of his proportionate share of the Common Expenses by waiver or nonuse or nonenjoyment of the Common Elements, or by abandonment of his Unit.

6.03. ACQUISITION OF UNIT BY MORTGAGEE. In the event that the holder of a mortgage of record or other person acquires title to any Condominium Unit as a result of foreclosure of a First Priority or secondary purchase money mortgage, such purchaser at the foreclosure sale, his or its successors, successors in title and assigns, shall not be liable for, nor shall such Condominium Unit be subject to a lien for, any assessment or charge hereunder chargeable to such Condominium Unit on account of any period prior to such acquisition of title; provided, however, that such unpaid share of an assessment or assessments shall be deemed to be common expenses collectible from the Owners of all Units, including the Unit acquired at the foreclosure sale.

6.04. EVIDENCE OF PAYMENT. Any Unit Owner, mortgagee of a Condominium Unit, person having executed a contract for the purchase of a Unit, or lender considering the loan of funds to be secured by a Condominium Unit, shall be entitled upon request to a statement from the Association, or its management agent setting forth the amount of assessments past due and unpaid (with late

charges and interest applicable thereto) against the Condominium Unit. Such request shall be in writing, delivered to the registered office of the Association, and shall state an address to which the statement is to be directed. Failure on the part of the Association to mail to such address as may be specified in the written request therefor, or otherwise furnish, such a statement within five (5) business days from the receipt of such request shall cause the lien for assessments created by this Article, as to amounts due and payable at the expiration of such five day period, with respect to the Condominium Unit involved, to be extinguished and of no further force or effect as to the title or interest acquired by the purchaser or lender, if any, as the case may be, and their respective successors and assigns, in the transaction contemplated in connection with such request. The information specified in such statement shall be binding upon the Association and every Unit Owner. Payment of a fee of Ten Dollars (\$10.00), which shall accompany such request, shall be required as prerequisite to the issuance of such a statement.

6.05. NON-PAYMENT OF ASSESSMENTS: REMEDIES OF ASSOCIATION. If any assessment, or portion thereof, is not paid within five (5) days after the due date, then a late charge, not in excess of the greater of Ten Dollars (\$10.00) or ten percent (10%) of the amount of each delinquent assessment or installment shall also be included in the lien and shall be due and payable to the Association. The lien for assessments shall also include interest at a rate of eight percent (8%) per annum on any assessment, installment or delinquency or late charge from the date such sum was first due and payable. The lien for assessments shall further secure 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. The lien for assessments shall also include the fair rental value of the Condominium Unit from the time of the institution of suit until the sale of the Unit at foreclosure or until the judgment rendered in such suit is otherwise satisfied. If any delinquent assessment or portion thereof is not paid within ten (10) days after written notice is given to the Unit Owner to make such payment, the entire unpaid balance of the assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full, and foreclosure proceedings may be instituted to enforce such lien. Such notice shall be sent by certified mail, return receipt

requested, to the Unit Owner both at the address of the Condominium Unit and at any other address or addresses the Unit Owner may have designated to the Association in writing, specifying the amount of the assessments due and payable, together with authorized late charges and interest accrued thereon. All actions for the collection of such assessments by suit, judgment and foreclosure of the aforesaid lien shall be brought in the same manner as other liens for the improvement of real property. The Board of Directors, acting on behalf of the Association, shall have the power to bid in the Condominium Unit at any foreclosure sale and to acquire, hold, lease, encumber or convey the same. The lien for assessments shall lapse and be of no further effect as to assessments or installments thereof, together with late charges and interest applicable thereto, first becoming due and payable more than three (3) years prior to the date upon which the notice contemplated herein is given or more than three (3) years prior to the institution of suit therefor if suit is not instituted within ninety (90) days after the giving of such notice. The Board of Directors of the Association may suspend the voting rights of a Unit Owner during the period in which any assessment or portion thereof remains unpaid and after at least ten (10) days written notice is given to the Unit Owner in the manner aforesaid.

6.06. PRIORITY OF LIEN. The lien created by this Article shall be prior and superior to all other liens except only (a) the lien for ad valorem taxes on the Unit, (b) the lien of which any first priority or secondary purchase money mortgage to which the Condominium Unit is subject, and (c) the lien of any mortgage recorded prior to the recording of this Declaration.

## ARTICLE VII

### OCCUPANCY AND USE RESTRICTIONS; ARCHITECTURAL CONTROL

7.01. COMMERCIAL OFFICE PURPOSE. All Units shall be, and the same hereby are, restricted exclusively to professional and commercial office use.

7.02. NUISANCES AND LAWFUL USE. No nuisances shall be allowed on the Condominium Property, nor any use or practice that is the source of unreasonable annoyance to Unit Owners or tenants or that interferes with the peaceful possession and proper use of

the Condominium Property by its Unit Owners or tenants. All parts of the Condominium Property shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage shall be allowed to accumulate nor any fire hazard allowed to exist. No offensive or unlawful use shall be made of the Condominium Property, nor any part thereof, and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed.

7.03. SIGNS. Except as may be required by legal proceedings, no "For Sale" or "For Rent" signs or other signs or advertising posters of any kind shall be maintained or permitted on any portion of the Property without the express written permission of the Board of Directors of the Association first had and obtained, and the approval of signs and posters shall be upon such conditions as may from time to time be determined by the Board of Directors. Notwithstanding the foregoing, the provisions of this Section 3 shall not apply to any signs maintained on the Property by Declarant, its agents, representatives, or assigns, during the period that Declarant has any Condominium Unit for sale, or to a "For Sale" sign posted by a mortgagee who becomes the Owner of a Condominium Unit as purchaser at a judicial or foreclosure sale conducted with respect to a first or secondary purchase money mortgage or as transferee pursuant to any proceeding in lieu thereof, subject to reasonable rules and regulations established by the Board of Directors with respect to such "For Sale" sign.

7.04. ANTENNAS. No antenna or other device for the transmission or reception of television signals, radio signals, or any form of electromagnetic radiation shall be erected, used, or maintained outdoors on any portion of the Property, whether attached to a building or structure or otherwise; unless the installation, nature and restriction on equipment is given the prior approval of the Board by an affirmative vote thereof.

7.05. MOTOR VEHICLE, TRAILERS, BOATS, ETC. Vehicles used by owners, their tenants, employees, customers, clients and guests for access to the Units for business purposes shall be parked only upon those portions of the common elements designated for such purpose of the Site Plan or by the Board of Directors. The Board of Directors may make temporary designations of reserved parking spaces, provided that allowances shall be made



for any unreserved parking requirements as may be required by local zoning ordinances. The Board of Directors of the Association may prohibit mobile homes, motor homes, truck campers, trailers of any kind, boats, motorcycles, motorized bicycles, motorized go-carts and other such contrivances, or any of them, from being kept, placed, stored, maintained or operated upon any portion of the Property if in the opinion of the Board of Directors such prohibition shall be in the best interests of the Condominium. The Board of Directors may also take such actions as it deems necessary to prohibit and discourage overnight parking at the Condominium and the parking of vehicles by persons not using the parking space for access to the Units for business purposes.

7.06 APPROVAL REQUIRED FOR CHANGES. To preserve the architectural appearance of the Property, no construction of any nature whatsoever shall be commenced or maintained by any Owner other than Declarant with respect to the exterior of any Unit or any other portion of the Condominium, nor shall any exterior addition to or change or alteration therein be made, unless and until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors or by an architectural committee appointed by the Board of Directors. A Unit Owner may make improvements and alterations within his Unit; provided, however, that no Unit Owner shall make any structural alterations in a Unit or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety, soundness or structural integrity of that Unit or any other Unit without first obtaining the written consent of the Board of Directors and all Unit Owners and mortgagees of the Units affected, nor shall any Unit Owner impair any easement without first obtaining the written consent of the Association and of the Unit Owner or Owners and their mortgagees for whose benefit such easement exists.

7.07. SALE OR LEASING. The following provisions shall apply to sales, leases or subleases of Condominium Units whether pursuant to written contract or oral agreement:

- (a) The right of any Unit Owner, including Declarant, to

sell, transfer or convey fee title to the Condominium Unit Owner by such Owner shall not be subject to any right of first refusal or any similar restriction in favor of the Association;

(b) No lease shall be for a term of less than six (6) months;

(c) Any lease shall be expressly subject to the provisions of this Declaration and the By Laws and Rules and Regulations of the Association. Rules and Regulations adopted by the Board of Directors with respect to leasing may provide for a reasonable limitation on the number of employees of the Unit Owner or tenant who are regularly employed at the Unit and who intend to use the Common Areas for parking vehicles during normal business hours. Any failure by a lessee to comply with the terms of such documents shall be a default under the lease, and any lease shall so provide.

## ARTICLE VIII

### MAINTENANCE AND REPAIR

8.01. MAINTENANCE BY THE ASSOCIATION. The Association, as a Common Expense, shall maintain, repair, and replace if necessary the following:

(a) All portions of the Common Elements and Limited Common Elements not the responsibility of a Unit Owner under the provisions of Paragraph 8.02, hereof.

(b) All conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services that are contained within a Unit but service part or parts of the Condominium other than the Unit within which contained and that are not the responsibility of a Unit Owner under Paragraph 8.02, hereof.

(c) The Association may enter into a contract with any person, firm, or corporation, or may join with other entities in contracting for the maintenance and repair of the Condominium Property, and may delegate to such agent all or any portion of the powers and duties of the Association, except such as are specifically required by the Condominium Documents to have the

approval of the members of the Association; provided, however, that any such contract shall be for a term not to exceed one year, and shall provide that it may be terminated by either party, without cause or payment of any fee, on not more than ninety (90) days prior written notice.

In the event that any repairs or replacements to the Common Elements are made necessary because of abuse or negligent use thereof by a unit owner or tenant, the cost of such repair or replacement may be assessed against such Unit Owner.

8.02. MAINTENANCE BY UNIT OWNER. The responsibility of the Unit Owner with respect to maintenance and repair shall be to maintain, repair and replace all portions of his Unit, except those portions, if any, which are to be maintained, repaired or replaced by the Association. The responsibility of the Unit Owner shall include the maintenance, repair and replacement of all fixtures, equipment and appliances, including without limitation portions of the heating system air conditioning system and hot water heater serving his Unit or located within the boundaries thereof, and all chutes, flues, ducts, conduits, wires, pipe or other apparatus located within the boundaries of such Owner's Unit. The responsibility of the Unit Owner shall also include the maintenance, repair and replacement of the windows, screens and doors which are a part of the Unit.

## ARTICLE IX

### EXPANSION OF THE CONDOMINIUM

9.01. DEVELOPMENT OF ADDITIONAL PROPERTY. Declarant hereby reserves an option until the Fifth Anniversary of the recordation of this Declaration to submit the Additional Property or any portion or portions thereof to the provisions of this Declaration and made those additions part of the Condominium. The only conditions and limitations on exercising such option are as follows:

(a) If all of the Additional Property is added to the Condominium, a maximum number of 120 Units may be added to the Condominium, so that the total number of Units does not exceed 135; provided, however, that no Unit added to the Condominium may contain fewer than 800 square feet of interior floor space.

(b) If improvements are made to any portion of the Additional Property which is added to the Condominium, the improvements to be made thereof shall be limited to commercial dwellings, driveways, walkways, parking areas, utility systems, and drainage areas and facilities.

(c) If any portion of the Additional Property is added to the Condominium, there are no limitations with respect to the location of the Units or of any other improvements that may be constructed thereon.

(d) No building or any portion thereof containing units shall be more than two stories in height, not including basement, and no building or any portion thereof containing units shall have a single floor with more than 3,000 square feet of interior floor space.

(e) Units located on any portion of the Additional Property will be restricted exclusively to commercial use as permitted by applicable zoning ordinances.

(f) Any structures developed on the Additional Property or any portion thereof and added to the Condominium will be substantially compatible with the structures on the Property in terms of quality of construction, principal materials of construction and architectural style; no assurances are made, however, that any Units or other structures which may be developed on the Additional Property will be substantially identical to the Units located on the Property.

(g) There shall be no limitation on the right of Declarant or the owners of the Additional Property to assign limited common areas within the Additional Property, except that parking space may not be assigned as limited common elements.

(h) Upon the addition of any Unit or Units located on the Additional Property, all Units which are a part of the Condominium shall be allocated an undivided interest in the common elements, a vote in the Association, and a share of the common expenses.

The option must be exercised in accordance with this Declaration and the Act. Should the option or any extension thereof permitted by the Act expire while all or any portion of the Additional Property is not a part of the Condominium, neither the Declarant nor any subsequent owner of the Additional Property shall be obligated to impose on the remaining Additional Property any covenants, conditions or restrictions the same as or similar to those contained herein or to develop the Additional Property in accordance with such covenants, conditions or restrictions.

## ARTICLE X

### INSURANCE AND CASUALTY LOSSES

10.01. Hazard Insurance. The Association shall obtain and maintain at all times insurance for all of the insurable improvements on the submitted Property (with the exception of improvements and betterments made by the respective Unit Owners or occupants) against loss or damage by fire or other hazards, including extended coverage and vandalism and malicious mischief in an amount sufficient to cover the full replacement costs minus ordinary deductible amounts, of any repair or reconstruction in the event of damage or destruction from any such hazard. Such policy shall include an "Agreed Amount Endorsement", if available, or an "Inflation Guard Endorsement", or its equivalent, if available. The hazard insurance policy shall contain or have attached a standard mortgagee clause and shall require not less than ten (10) days notice to each first Mortgagee in advance of the effective date of any reduction in or cancellation of the policy.

10.02 LIABILITY INSURANCE. The Association shall also obtain and maintain at all times a comprehensive public liability policy covering all Common Elements in the Condominium and all damage or injury caused by the negligence of the Association, its officers, directors, agents, employees, all Unit Owners and other persons entitled to occupy any Unit or other portion of the Condominium with cross liability endorsement to cover liability of the Unit Owners as a group to a Unit Owner, which public liability policy shall be in amounts authorized from time to time by the Association not less than \$500,000.00 for injury, including death, to one individual, \$1,000,000.00 for injury or injuries, including death, arising out of a single occurrence,

and \$50,000.00 property damage, including water damage liability, liability for non-owned and hired automobile and liability for property of others.

10.03 GENERAL. Premiums for all such insurance shall be Common Expenses not specially assessed, except that the amount of increase in any premium occasioned by the misuse, occupancy or abandonment of any Unit, Units, their appurtenances or the Common Elements by a particular Unit Owner or particular Unit Owners shall be assessed against and paid by such Unit Owner or Unit Owners. All such insurance coverage obtained by the Association shall be written in the name of the Association as trustee for each of the Unit Owners in their respective percentages of undivided interest in and to the Common Elements. Such insurance shall be governed by the provisions hereinafter set forth.

(a) All policies shall be written with a company or companies licensed to do business in the State of Georgia and holding a financial rating of Class VI or better by Best's Insurance Reports.

(b) All policies shall be for the benefit of the Unit Owners and their mortgagees as their interests may appear.

(c) Provision shall be made for the issuance of a certificate of insurance to each Unit Owner and his mortgagee, if any, which shall specify the proportionate amount of such insurance attributable to the particular Unit Owner's interest in the property.

(d) Exclusive authority to adjust losses under policies hereafter in force on the property shall be vested in the Association; provided, however, that no mortgagee may be prohibited from participating in the settlement negotiations, if any, related thereto.

(e) 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 mortgagees.

(f) The policy shall include coverage for fixtures, installations or additions comprising that part of the building

within boundaries of the Unit, as originally installed, at the time of recording of this Declaration, in accordance with the plans for the buildings, or replacements thereof. With respect to such coverage, the Unit Owners shall be considered additional insureds under the policy.

(g) The Association shall conduct an annual insurance review to determine that the insurance maintained by the Association is adequate to meet the requirements of this Declaration.

(h) The Association shall make reasonable effort to secure insurance policies that will provide for the following: (1) a waiver of subrogation by the insurer as to any claims against the Association, any officer, director, agent or employee of the Association, the Unit Owners and their employees, agents, tenants and invitees and of any defenses based on co-insurance or on invalidity arising from the acts of the insured; (2) a waiver by the insurer of its right to repair and reconstruct instead of paying cash; (3) that the policy on the property cannot be cancelled, invalidated or suspended on account of the conduct of any officer, director, agent or employee of the Association without a prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, any Unit Owner or mortgagee; (4) that any "other insurance" clause in the policy exclude individual Unit Owner's policies from consideration; (5) that coverage may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days' prior written notice to any and all insureds; and (6) that coverage will not be prejudiced by (A) act or neglect of the owners of the Units when said act or neglect is not within the control of the Association or (B) any failure of the Association to comply with any warranty or condition regarding any portion of the premises over which the Association has no control.

10.04 FIDELITY COVERAGE. The Association shall also obtain fidelity coverage against dishonest acts on the part of all persons responsible for handling funds belonging to or administered by the Association. The fidelity insurance policy must name the Association as the named insured and shall be less than one and one-half times the Association's estimated annual

operating expenses and reserves. An appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers. The fidelity insurance policy shall also provide that it may not be cancelled or substantially modified (including cancellation for non-payment of premiums) without at least ten (10) days' prior written notice to each first mortgagee.

10.05 WORKMEN'S COMPENSATION INSURANCE. The Association shall obtain Workmen's Compensation Insurance as necessary in order to meet the requirements of law.

10.06 OTHER INSURANCE. The Board of Directors of the Association shall obtain directors' and officers' liability insurance, and such other insurance as they shall determine from time to time to be desirable. It shall be the individual responsibility of each unit owner at his own expense to provide liability insurance, theft, and other insurance covering improvements and personal property damage and loss.

10.07 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 hold the same in trust for the benefit of the Unit Owners and their mortgagees in accordance with the respective undivided interest 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.



ARTICLE XI

REPAIR AND RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY

11.01 DAMAGE AND DESTRUCTION.

(a) Immediately after any damage or destruction by fire or other casualty to the property 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 property, and shall arrange for and supervise the prompt repair and restoration thereof. Notwithstanding the foregoing, each unit owner shall have the right to supervise the redecorating of the Unit.

(b) Immediately after substantial damage or destruction by fire or other casualty to any part of the submitted property, 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 Section XII hereof, (2) the damaged or destroyed portion of the property is withdrawn from the Condominium pursuant to Section XII hereof, or (3) the Unit Owners of the damaged or destroyed Units; if any, together with the Unit Owners of other Units to which two-thirds of the votes in the Association appertain, exclusive of the votes appertaining to any damaged or destroyed Units and exclusive of the votes appertaining to the Units owned by Declarant and the Declarant, if Declarant has the right to control the Association, agree not to repair or reconstruct such damage or destruction, pursuant to the provisions of Official Code of Georgia Section 44-3-94. Any such determination shall be conclusively made within a period of time which shall in no event exceed 90 days after the casualty. No mortgagee shall have the right to participate in the determination as to whether the damage or destruction shall be repaired or reconstructed. Should a determination be made to terminate the Condominium withdraw from the Condominium the

damaged portion of the submitted property 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 beneficial Unit Owners, remittances to Unit Owners and their mortgagees being payable jointly to them.

11.02 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 all Unit Owners 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. 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 11.01(c) of this Article.

## ARTICLE XII

### GENERAL PROVISIONS

12.01 AMENDMENT OF THE DECLARATION. This Declaration may be amended pursuant to the provisions of the Official Code of Georgia, Section 44-3-93. Amendments to this Declaration for the sole purpose of complying with the requirements of any governmental or quasi-governmental entity authorized to fund, purchase or guarantee mortgages on individual condominium units, as such requirements may exist from time to time, may be effected by the execution and recording thereof by all directors of the Association.

12.02 PARTITION, TERMINATION AND WITHDRAWAL OF PROPERTY. The common elements remain undivided, and unless the condominium form of ownership hereby established is terminated or the Property is withdrawn from the Condominium, as hereinafter provided, no Unit Owner nor any other person shall bring any action for partition or division of the whole or any part of any Condominium Unit or of the whole or any part of the common elements. The Condominium may be terminated or a portion of the property may be withdrawn from the Condominium only in strict

accordance with and pursuant to the then applicable provisions of the Georgia Condominium Act, and all matters relating to such termination or withdrawal shall be handled in accordance with such provisions of the Act. If there are no such provisions of the Act then in effect, then such termination or withdrawal and related matters shall be handled pursuant to and in accordance with those provisions of the Act relating thereto in effect as of the date hereof.

12.03 EMINENT DOMAIN. The provisions of the Official Code of Georgia, Section 44-3-97, shall govern whenever all or any part of the submitted property shall be taken by any authority having the power of condemnation or eminent domain. The Association, immediately upon having knowledge of the institution, or threat of institution, of any proceedings or other action with respect to 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 notify all Unit Owners and all mortgagees having an interest therein whose names and addresses have previously 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.

12.04 RIGHTS OF MORTGAGEES. In addition to the rights of mortgagees elsewhere provided, each first mortgagee of a Condominium Unit shall (a) be entitled to written notice from the Association of any default by a Unit Owner in the performance of his obligations under this Declaration or the By-Laws or rules and regulations of the Association which is not cured within sixty (60) days, (b) be entitled to receive notices of and to designate a representative to attend and observe all meetings of Unit Owners, but not meetings of the Board of Directors of the Association, and (c) be furnished copies of annual financial reports made to the Unit Owners; provided, however, that such mortgagee shall first file with the Association a written request that notices of default, notices of meetings and copies of financial reports be sent to a named agent or representative of the mortgagee at an address stated in such notice. Further, each first mortgagee of a Condominium Unit, which is an institutional

lender (i.e., a bank, savings and loan association, insurance company, pension fund, the United States Small Business and Administration, mortgage banker or other lender generally recognized in the community as an institutional lender) shall, upon request, be entitled to inspect the books and records of the Association during normal business hours, and may, at the sole expense of such institutional lender, have an audited statement of the Association's books and records prepared if one is not otherwise available. Each Owner of a Condominium Unit, by acceptance of a deed or other conveyance therefor, consents to such notifications and information to be provided to any such mortgagee by the Association.

12.05 ENFORCEMENT. The violation of any of the Rules and Regulations adopted by the Board of Directors, the breach of any provision of the condominium instruments or the Condominium Act shall give the Board of Directors the right, in addition to any other rights set forth in these By-Laws: (a) to enter the unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting unit owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

12.06 RIGHT OF ACTION. Each Owner hereby acknowledges and agrees that the Association shall not be entitled to institute any legal action against anyone on behalf of any or all of the Unit Owners which is based on any alleged defect in any Unit or the common elements, or any damage allegedly sustained by any Unit Owner by reason thereof, but rather, that all such actions shall be instituted by the Unit Owners owning such Units or served by such common elements or allegedly sustaining such damage.

12.07 DURATION. Unless the Condominium is terminated as herein otherwise provided, the provisions of this Declaration shall run with and bind the land, shall be binding upon and inure to the benefit of all Owners and mortgagees, their heirs, executors, legal representatives, successors and assigns, and shall be and remain in effect perpetually to the extent permitted

by Georgia law; provided, however, that so long as Georgia law limits the period during which covenants restricting lands to certain uses may run, any provisions of this Declaration affected thereby shall run with and bind the land so long as permitted by such law, and it shall be the duty of the Board of Directors of the Association to cause this Declaration to be amended or record when necessary by filing a document bearing the signatures of Unit Owners having a majority of the voting interest in the association reaffirming and newly adopting such provisions in order that the same may continue to be covenants running with the land of the Condominium. Such adoption by a majority shall be binding on all.

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

12.09 GENDER AND GRAMMAR. The singular wherever used herein shall be construed to mean the plural when applicable, and thenecessary grammatical changes required to make the provisions hereof apply either to corporations or other entities or to individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

12.10 SEVERABILITY. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

12.11 CAPTIONS. The captions of each Article and Section hereof as to the contents of each Article and Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Article or Section to which they refer.

12.12 NONLIABILITY OF BOARD, DIRECTORS, OFFICERS AND DECLARANT; DISPUTES. Neither the Board, the Directors, Officers of the Association, nor the Declarant shall be personally liable to the Unit Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Board, Directors, Officers or Declarant, except for any acts or omissions found by a court to constitute gross negligence or fraud. The Unit Owners shall indemnify and hold harmless each of the Board, Directors, Officers and Declarant, and their respective devisees, legatees, heirs, executors, administrators, legal representatives, successors and assigns in accordance with the provisions of the By-Laws. In the event of any dispute or disagreement between any Unit Owners relating to the submitted property, or any questions of interpretation or application of the provisions of the Declaration, By-Laws or Articles, the determination thereof by the Board of Directors shall be final and binding on each and all such Unit Owners.

12.13 AUTHOR. This Declaration was prepared by Robert G. Blackburn, Scoggins & Blackburn, Attorneys, 6695 Peachtree Industrial Blvd., Suite 200, Atlanta, Georgia 30360.

IN WITNESS WHEREOF, this Declaration has been executed under seal as of the day and year first above written.

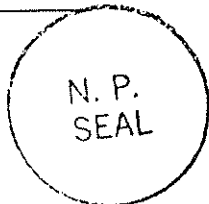
WILLIAMSBURG OFFICE COMMUNITIES,  
INC., a Georgia corporation

BY: Peter J. Light

Frank Walker  
Unofficial Witness

Andy C. Gannon  
Notary Public

Notary Public, Georgia State of Large  
My Commission Expires Feb. 11, 1985.



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EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 600 of the 1st District, 2nd Section, Fulton County, Georgia and being more particularly described as follows:

TO LOCATE THE TRUE POINT OF BEGINNING, start at the northwest corner of Land Lot 600, said District, Section and County; thence South 88 degrees 24 minutes 10 seconds East along the North line of Land Lot 600 a distance of 668.35 feet to a point; thence South 03 degrees 49 minutes 42 seconds West a distance of 570.97 feet to an iron pin; thence North 88 degrees 10 minutes 48 seconds West a distance of 151.89 feet to an iron pin; thence South 03 degrees 31 minutes 42 seconds West a distance of 275.00 feet to an iron pin on the Northerly right of way (80 foot right of way) of Georgia Highway 9 (formerly known as U.S. Highway 19) and the TRUE POINT OF BEGINNING; said point also being South 88 degrees 24 minutes 26 seconds East a distance of 427.50 feet as measured along the northerly right of way line of Georgia Highway 9 from the Northeast intersection of Haney Drive and Georgia Highway 9; thence North 88 degrees 24 minutes 26 seconds West along the northerly right of way line of Georgia Highway 9 a distance of 243.00 feet to a point; thence North 02 degrees 21 minutes 19 seconds East a distance of 330.0 feet to a point; thence South 87 degrees 07 minutes 04 seconds East a distance of 180.00 feet to a point; thence South 51 degrees 28 minutes 18 seconds East a distance of 85.00 feet to a point; thence South 03 degrees 31 minutes 42 seconds West a distance of 275.00 feet to the POINT OF BEGINNING; said property being shown as TRACT 1 (1.811 acres) on plat of survey by Rodney H. Reese, RLS, dated October 17, 1983, last revised July 20, 1984.

EXHIBIT "B"

(Additional Property)

All that tract or parcel of land lying and being in Land Lot 600 of the 1st District, 2nd Section, Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin on the Northerly line of Land Lot 600, said District, Section and County, 289.3 feet Easterly, as measured along said Land Lot Line, from the Northwest corner of Land Lot 600, said point being the common intersection of Land Lots 597, 598, 599 and 600, 1st District, 2nd Section, Fulton County, Georgia; thence South 88 degrees 24 minutes 10 seconds East along the Land Lot Line a distance of 379.05 feet to an iron pin; thence South 03 degrees 49 minutes 42 seconds West a distance of 50.10 feet to an iron pin; thence South 88 degrees 52 minutes 37 seconds East a distance of 50.04 feet to an iron pin; thence South 03 degrees 51 minutes 28 seconds West a distance of 521.49 feet to an iron pin; thence North 88 degrees 10 minutes 48 seconds West a distance of 201.64 feet to an iron pin; thence South 03 degrees 31 minutes 42 seconds West a distance of 275.00 feet to an iron pin on the Northerly right of way (80-foot right of way) of Georgia Highway 9 (formerly known as U.S. Highway 19); thence North 88 degrees 24 minutes 26 seconds West along said right of way a distance of 427.50 feet to the East side of Haney Drive (50 foot right of way); thence North 01 degrees 47 minutes 57 seconds East a distance of 536.67 feet to an iron pin; thence North 88 degrees 13 minutes 46 seconds East a distance of 220.11 feet to an iron pin; thence North 3 degrees 34 minutes 51 seconds East a distance of 295.40 feet to the POINT OF BEGINNING, said property being 9.590 acres as shown on plat of survey by Rodney H. Reese, RLS, dated October 17, 1983; last revised July 20, 1984.

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EXHIBIT "C"

This Exhibit sets forth the identifying number of each unit in Column (a), the undivided interest in the common elements allocated to that unit in Column (b), the number of votes in the Association allocated to that unit in Column (c), and the share of liability for common expenses allocated to that unit in Column (d):

(a) <u>Identifying Number</u>	(b) <u>Undivided Interest in Common Elements</u>	(c) <u>Number of Votes in the Association</u>	(d) <u>Share of Liability for Common Expenses</u>
<u>Building 1001</u>			
Suite/Unit A	1/15th	-1-	1/15th
Suite/Unit B	1/15th	-1-	1/15th
Suite/Unit C	1/15th	-1-	1/15th
Suite/Unit D	1/15th	-1-	1/15th
<u>Building 1021</u>			
Suite/Unit A	1/15th	-1-	1/15th
Suite/Unit B	1/15th	-1-	1/15th
Suite/Unit C	1/15th	-1-	1/15th
Suite/Unit D	1/15th	-1-	1/15th
<u>Building 1031</u>			
Suite/Unit A	1/15th	-1-	1/15th
Suite/Unit B	1/15th	-1-	1/15th
Suite/Unit C	1/15th	-1-	1/15th
Suite/Unit D	1/15th	-1-	1/15th
Suite/Unit E	1/15th	-1-	1/15th
Suite/Unit F	1/15th	-1-	1/15th
Suite/Unit G	1/15th	-1-	1/15th

NOTE:

- 1) Suite number and Unit number are the same.
- 2) All second floor units extend through attic space to lower roof rafters in all buildings in Phase One.