

# TOWNECLUB CONDOMINIUM DOCUMENTS



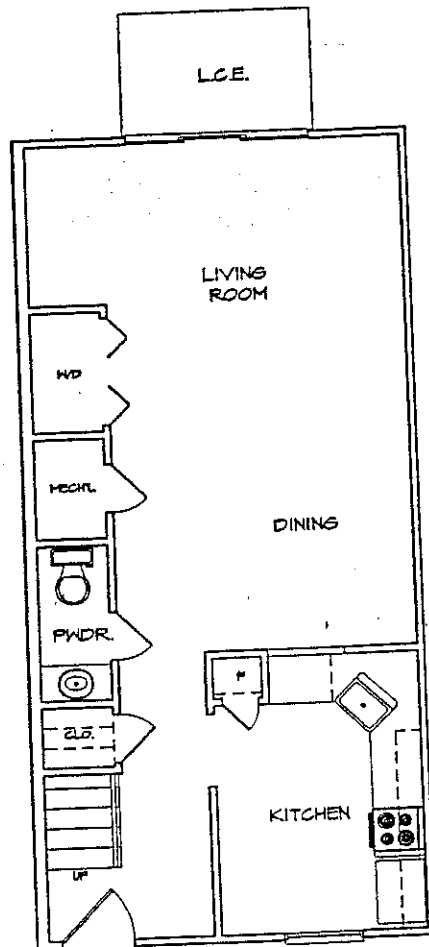
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FOR  
TOWNECLUB CONDOMINIUM**

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# **SECTION 1**

## **Floor Plans**

# The TowneClub Condominium Augusta, Georgia



2  
A-38 ONE BEDROOM UNIT FIRST FLOOR PLAN  
SCALE: 1/8" = 1'-0"



The floor plan shown hereon is only an approximation. Any Unit Owner who is concerned about any representations regarding this floor plan should do his/her own investigation as to the dimensions, measurements and square footage of the Unit.

UNITS:  
2604-B, 2604-C, 2621-B, 2621-C, 2621-S, 2632-B,  
2632-C, 2649-B, 2649-C, 2649-S, 2660-C, 2671-B,  
2671-C.

APPROX. UNIT SQ. FT. = 515 SF.  
APPROX. OVERALL SQ. FT. = 780 SF.

PREPARED BY:

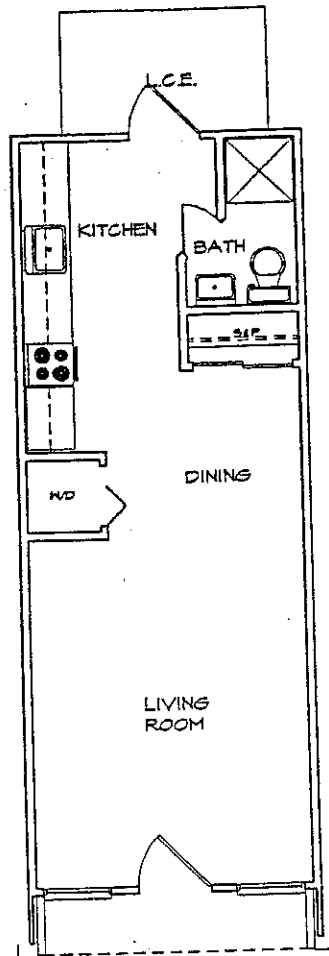
Brown Doane Architects, Inc.  
300 Atlanta Technology Center, Ste 350  
1575 Northside Drive NW  
Atlanta, Georgia 30318  
(404) 503-2500

EXHIBIT:

SHEET:



# The TowneClub Condominium Augusta, Georgia



STUDIO UNIT FLOOR PLAN

1  
A-38

SCALE: 1/8" = 1'-0"



The floor plan shown hereon is only an approximation. Any Unit Owner who is concerned about any representations regarding this floor plan should do his/her own investigation as to the dimensions, measurements and square footage of the Unit.

UNITS:  
2611B-B, 2611B-C, 2611B-G, 2612B-B, 2612B-C, 2639B-B,  
2639B-C, 2639B-G, 2640B-B, 2640B-C, 266TB-B,  
266TB-C, 2668B-C.

APPROX. UNIT SQ. FT. = 350 SF.

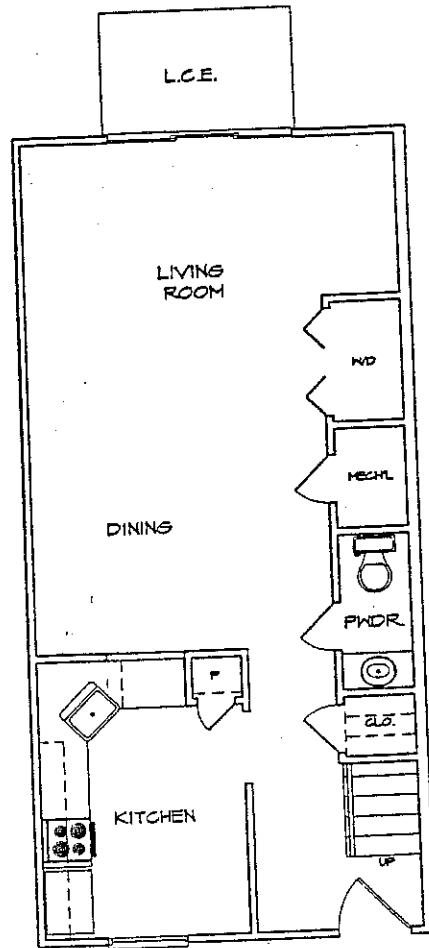
PREPARED BY:

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1575 Northside Drive NW  
Atlanta, Georgia 30318  
(404) 493-2500

EXHIBIT:

SHEET: 1 of 1

# The TowneClub Condominium Augusta, Georgia



ONE BEDROOM UNIT FIRST FLOOR PLAN (REV.)

4  
A-38

SCALE: 1/8" = 1'-0"



PREPARED BY:

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300 Atlanta Technology Center, Ste 350  
1575 Northside Drive NW  
Atlanta, Georgia 30318

The floor plan shown hereon is only an approximation. Any Unit Owner who is concerned about any representations regarding this floor plan should do his/her own investigation as to the dimensions, measurements and square footage of the Unit.

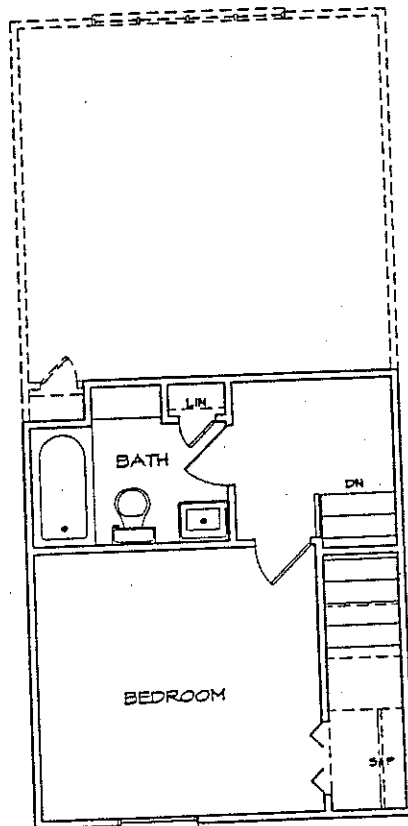
UNITS:  
2603-B, 2603-C, 2603-G, 2622-B, 2622-C, 2631-B,  
2631-C, 2631-G, 2650-B, 2650-C, 2659-B, 2659-C,  
2678-C.

APPROX. UNIT SQ. FT. = 515 SF.  
APPROX. OVERALL SQ. FT. = 760 SF.

EXHIBIT:

SHEET:

# The TowneClub Condominium Augusta, Georgia



ONE BDRM UNIT SECOND FLR PLAN (REV.)

5  
A-38

SCALE: 1/8" = 1'-0"

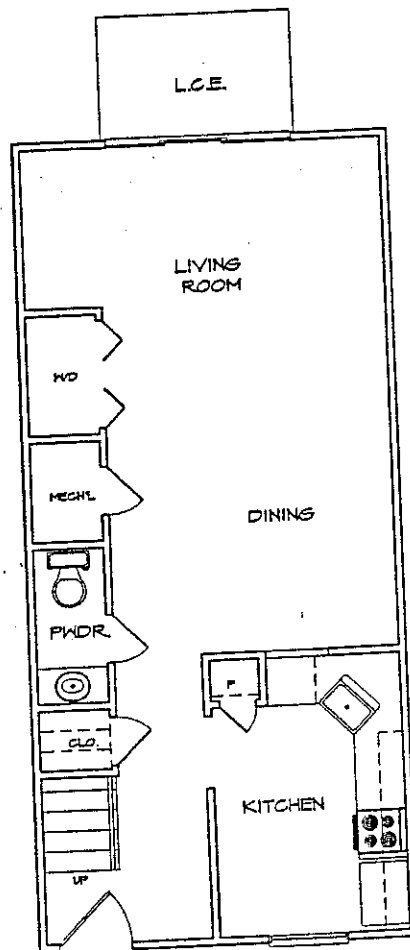


The floor plan shown hereon is only an approximation. Any Unit Owner who is concerned about any representations regarding this floor plan should do his/her own investigation as to the dimensions, measurements and square footage of the Unit.

UNITS:  
2603-B, 2603-C, 2603-G, 2622-B, 2622-C, 2631-B,  
2631-C, 2631-G, 2650-B, 2650-C, 2659-B, 2659-C,  
2678-C.

APPROX. UNIT SQ. FT. = 265 SF.  
APPROX. OVERALL SQ. FT. = 780 SF.

# The TowneClub Condominium Augusta, Georgia



6  
A-38 TWO BEDROOM UNIT FIRST FLOOR PLAN  
SCALE: 1/8" = 1'-0"



The floor plan shown hereon is only an approximation. Any Unit Owner who is concerned about any representations regarding this floor plan should do his/her own investigation as to the dimensions, measurements and square footage of the Unit.

UNITS:  
2605-B, 2605-C, 2605-G, 2608-B, 2608-C, 2617-B,  
2617-C, 2617-G, 2620-B, 2620-C, 2633-B, 2633-C,  
2633-G, 2636-B, 2636-C, 2645-B, 2645-C, 2645-G,  
2648-B, 2648-C, 2661-B, 2661-C, 2664-C, 2673-B,  
2673-C, 2676-C.

APPROX. UNIT SQ. FT. = 445 SF.  
APPROX. OVERALL SQ. FT. = 1,000 SF.

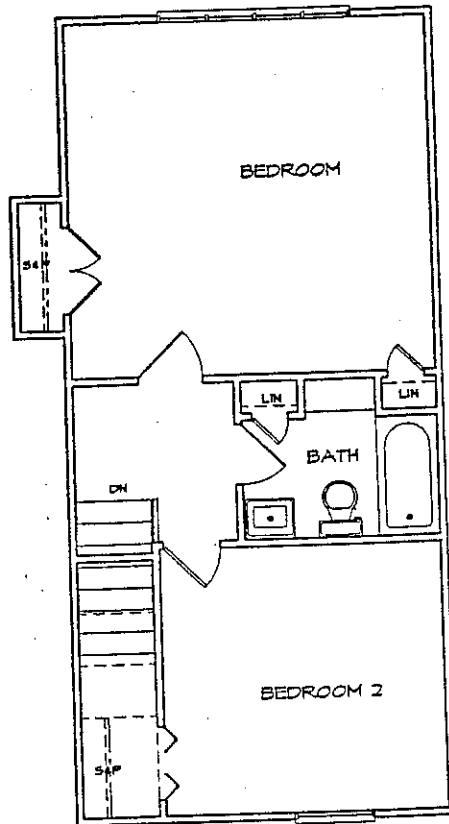
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300 Atlanta Technology Center, Ste 350  
1575 Northside Drive NW  
Atlanta, Georgia 30318

# The TowneClub Condominium Augusta, Georgia



**TWO BEDROOM UNIT SECOND FLOOR PLAN**  
SCALE: 1/8" = 1'-0"



The floor plan shown hereon is only an approximation. Any Unit Owner who is concerned about any representations regarding this floor plan should do his/her own investigation as to the dimensions, measurements and square footage of the Unit.

**UNITS:**  
2605-B, 2605-C, 2605-G, 2608-B, 2608-C, 2617-B, 2617-C, 2617-G, 2620-B, 2620-C, 2633-B, 2633-C, 2633-G, 2636-B, 2636-C, 2645-B, 2645-C, 2645-G, 2648-B, 2648-C, 2661-B, 2661-C, 2664-C, 2673-B, 2673-C, 2676-C.

APPROX. UNIT SQ. FT. = 505 SF.  
APPROX. OVERALL SQ. FT. = 1,000 SF.

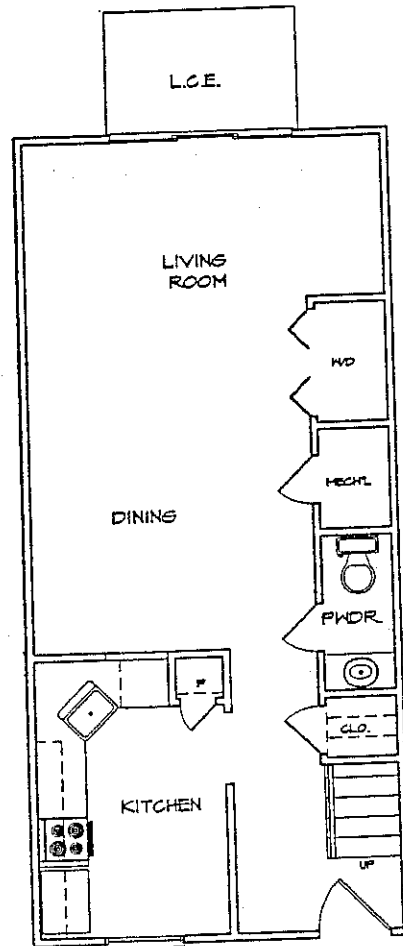
PREPARED BY:

Brown Doane Architects, Inc.  
300 Atlanta Technology Center, Ste 350  
1575 Northside Drive NW  
Atlanta, Georgia 30318  
404.522.2520

EXHIBIT:

SHEET:

# The TowneClub Condominium Augusta, Georgia



8  
A-38 TWO BEDROOM UNIT FIRST FLR PLAN (REV.)  
SCALE: 1/8" = 1'-0"



The floor plan shown hereon is only an approximation. Any Unit Owner who is concerned about any representations regarding this floor plan should do his/her own investigation as to the dimensions, measurements and square footage of the Unit.

UNITS:  
2606-B, 2606-C, 2607-B, 2607-C, 2607-G, 2609-B, 2609-C,  
2609-G, 2610-B, 2610-C, 2615-B, 2615-C, 2615-G, 2616-B, 2616-C,  
2618-B, 2618-C, 2619-B, 2619-C, 2619-G, 2634-B, 2634-C, 2635-B,  
2635-C, 2635-G, 2637-B, 2637-C, 2637-G, 2638-B, 2638-C,  
2643-B, 2643-C, 2643-G, 2644-B, 2644-C, 2646-B, 2646-C,  
2647-B, 2647-C, 2647-G, 2662-C, 2663-B, 2663-C, 2665-B,  
2665-C, 2666-C, 2671-B, 2671-C, 2672-C, 2674-C, 2675-B, 2675-C.

APPROX. UNIT SQ. FT. = 495 SF.  
APPROX. OVERALL SQ. FT. = 1,000 SF.

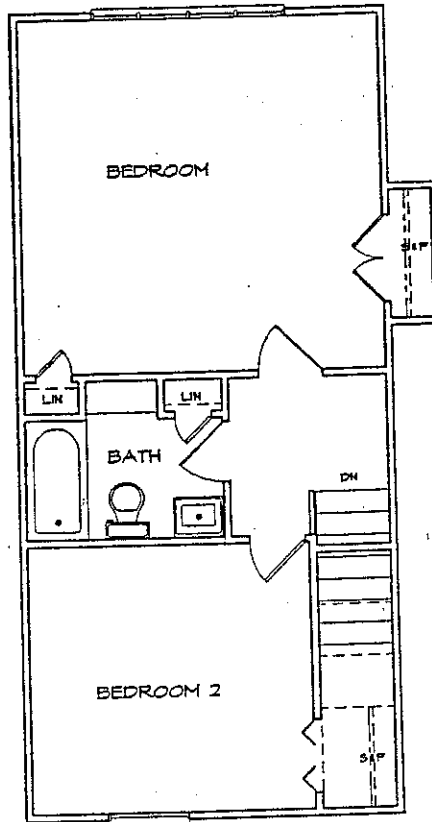
PREPARED BY:

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1575 Northside Drive NW  
Atlanta, Georgia 30318  
(404) 803-3500

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# The TowneClub Condominium Augusta, Georgia



2 BEDROOM UNIT SECOND FLR PLAN (REV.)

9  
A-38

SCALE: 1/8" = 1'-0"



The floor plan shown hereon is only an approximation. Any Unit Owner who is concerned about any representations regarding this floor plan should do his/her own investigation as to the dimensions, measurements and square footage of the Unit.

#### UNITS:

2606-B, 2606-C, 2607-B, 2607-C, 2607-G, 2609-B, 2609-C, 2609-G, 2610-B, 2610-C, 2615-B, 2615-C, 2615-G, 2616-B, 2616-C, 2618-B, 2618-C, 2619-B, 2619-C, 2619-G, 2634-B, 2634-C, 2635-B, 2635-C, 2635-G, 2637-B, 2637-C, 2637-G, 2638-B, 2638-C, 2643-B, 2643-C, 2643-G, 2644-B, 2644-C, 2646-B, 2646-C, 2647-B, 2647-C, 2647-G, 2662-C, 2663-B, 2663-C, 2665-B, 2665-C, 2666-C, 2671-B, 2671-C, 2672-C, 2674-C, 2675-B, 2675-C.

APPROX. UNIT SQ. FT. = 505 SF.  
APPROX. OVERALL SQ. FT. = 1,000 SF.

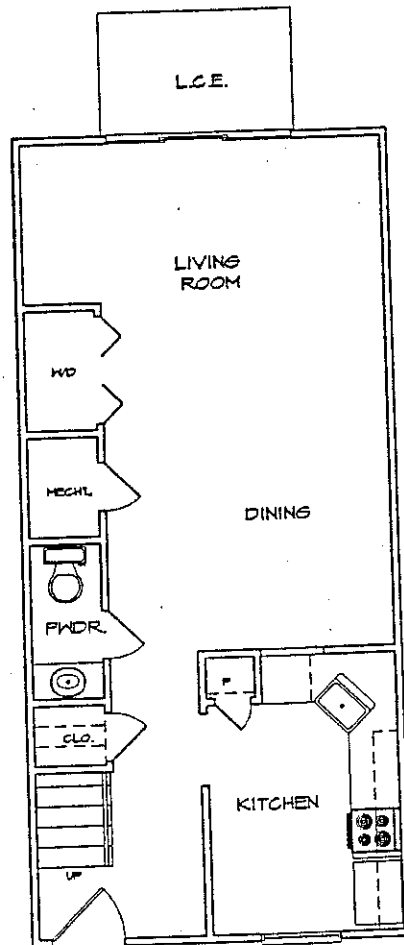
PREPARED BY:

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300 Atlanta Technology Center, Ste 350  
1575 Northside Drive NW  
Atlanta, Georgia 30318  
(404) 603-3500

EXHIBIT:

SHEET:

# The TowneClub Condominium Augusta, Georgia



10  
A-38 3 BEDROOM UNIT FIRST FLOOR PLAN  
SCALE: 1/8" = 1'-0"



PREPARED BY:

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1575 Northside Drive NW  
Atlanta, Georgia 30318  
(404) 603-3500

The floor plan shown hereon is only an approximation. Any Unit Owner who is concerned about any representations regarding this floor plan should do his/her own investigation as to the dimensions, measurements and square footage of the Unit.

UNITS:  
2611A-B, 2611A-C, 2611A-G, 2614-B, 2614-C, 2639A-B,  
2639A-C, 2639A-G, 2642-B, 2642-C, 2667A-B,  
2667A-C, 2670-C.

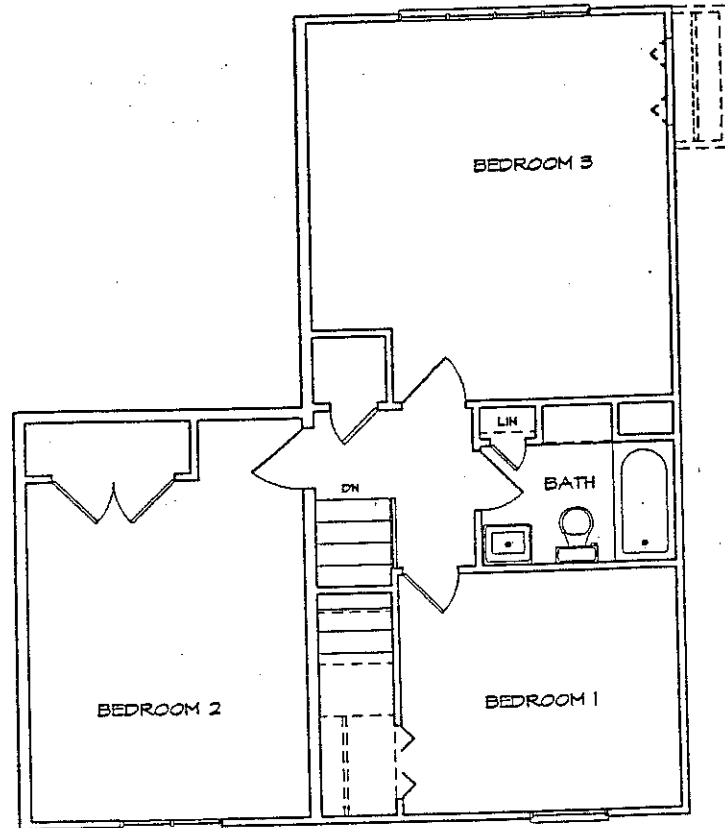
APPROX. UNIT SQ. FT. = 445 SF.  
APPROX. OVERALL SQ. FT. = 1,171 SF.

EXHIBIT:

SHEET:



# The TowneClub Condominium Augusta, Georgia



II  
A-38 3 BEDROOM UNIT SECOND FLOOR PLAN  
SCALE: 1/8" = 1'-0"



PREPARED BY:

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300 Atlanta Technology Center, Ste 350  
1575 Northside Drive NW  
Atlanta, Georgia 30318  
(404) 603-3500

The floor plan shown hereon is only an approximation. Any Unit Owner who is concerned about any representations regarding this floor plan should do his/her own investigation as to the dimensions, measurements and square footage of the Unit.

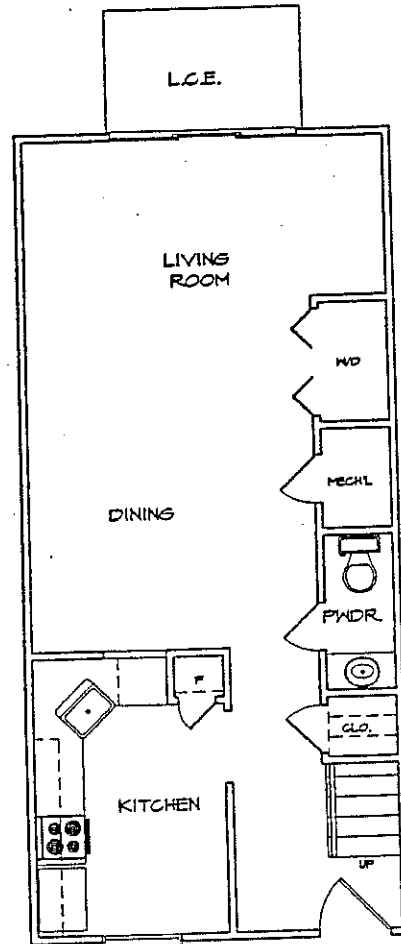
UNITS:  
2611A-B, 2611A-C, 2611A-G, 2614-B, 2614-C, 2639A-B,  
2639A-C, 2639A-G, 2642-B, 2642-C, 2667A-B,  
2667A-C, 2670-C.

APPROX. UNIT SQ. FT. = 682 SF.  
APPROX. OVERALL SQ. FT. = 1,171 SF.

EXHIBIT:

SHEET:

# The TowneClub Condominium Augusta, Georgia



12  
A-38 3 BEDROOM UNIT FIRST FLR PLAN (REV.)  
SCALE: 1/8" = 1'-0"



PREPARED BY:

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300 Atlanta Technology Center, Ste 350  
1575 Northside Drive NW  
Atlanta, Georgia 30318  
(404) 603-3500

The floor plan shown hereon is only an approximation. Any Unit Owner who is concerned about any representations regarding this floor plan should do his/her own investigation as to the dimensions, measurements and square footage of the Unit.

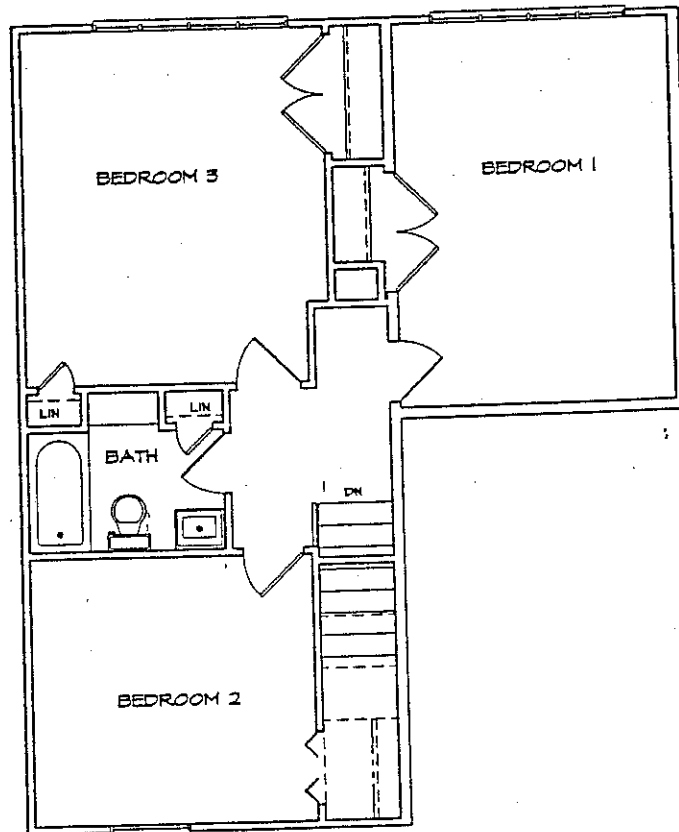
UNITS:  
2612A-B, 2612A-C, 2613-B, 2613-C, 2613-G, 2640A-B,  
2640A-C, 2641-B, 2641-C, 2641-G, 2668A-C, 2669-B,  
2669-C.

APPROX. UNIT SQ. FT. = 445 SF.  
APPROX. OVERALL SQ. FT. = 1,171 SF.

EXHIBIT:

SHEET:

# The TowneClub Condominium Augusta, Georgia



3 BEDROOM UNIT SECOND FLR PLAN (REV.)

13  
A-38

SCALE: 1/8" = 1'-0"



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300 Atlanta Technology Center, Ste 350  
1575 Northside Drive NW  
Atlanta, Georgia 30318  
(404) 803-3500

The floor plan shown hereon is only an approximation. Any Unit Owner who is concerned about any representations regarding this floor plan should do his/her own investigation as to the dimensions, measurements and square footage of the Unit.

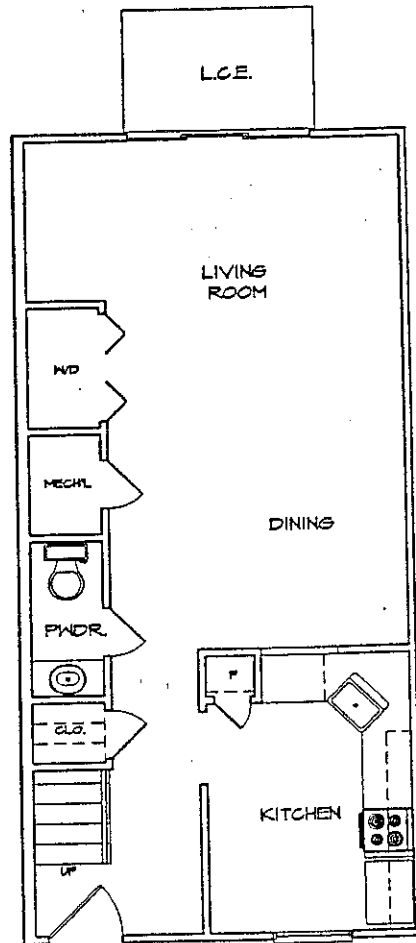
UNITS:  
2612A-B, 2612A-C, 2613-B, 2613-C, 2613-G, 2640A-B,  
2640A-C, 2641-B, 2641-C, 2641-G, 2668A-C, 2669-B,  
2669-C.

APPROX. UNIT SQ. FT. = 682 SF.  
APPROX. OVERALL SQ. FT. = 1,177 SF.

EXHIBIT:

SHEET:

# The TowneClub Condominium Augusta, Georgia



14  
A-38 3 BDRM DELUXE END UNIT FIRST FLR. PLAN  
SCALE: 1/8" = 1'-0"



PREPARED BY:

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300 Atlanta Technology Center, Ste 350  
1575 Northside Drive NW  
Atlanta, Georgia 30318  
(404) 803-3500

The floor plan shown hereon is only an approximation. Any Unit Owner who is concerned about any representations regarding this floor plan should do his/her own investigation as to the dimensions, measurements and square footage of the Unit.

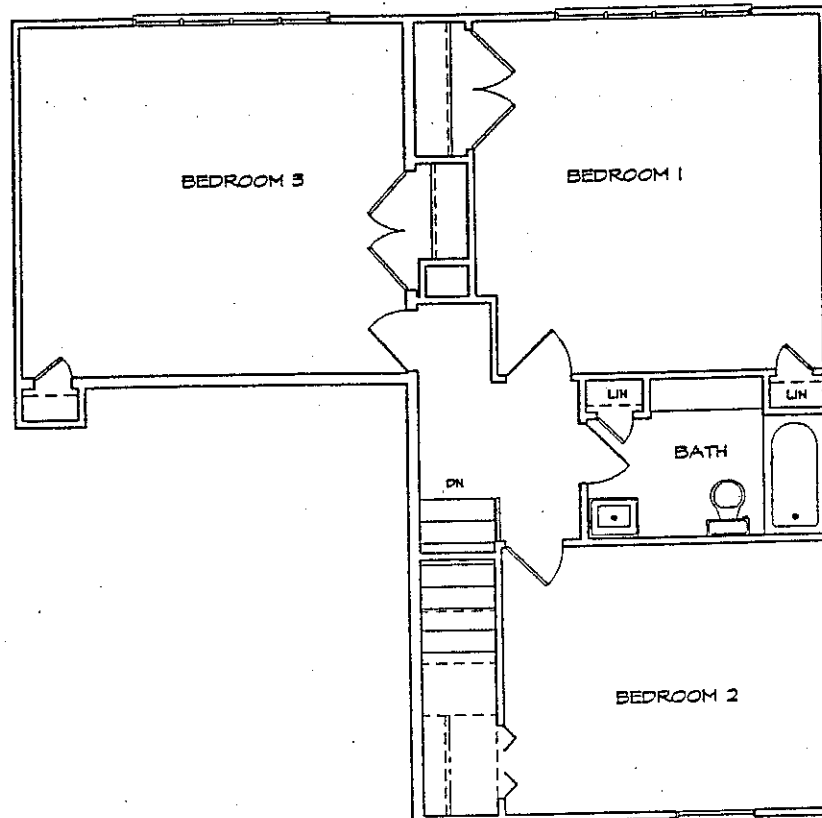
UNITS:  
2601-B, 2601-C, 2601-G, 2624-B, 2624-C, 2629-B,  
2629-C, 2629-G, 2652-C, 2657-B, 2657-C, 2680-C.

APPROX. UNIT SQ. FT. = 515 SF.  
APPROX. OVERALL SQ. FT. = 1,308 SF.

EXHIBIT:

SHEET:

# The TowneClub Condominium Augusta, Georgia



**15** 3 BDRM DELUXE END UNIT SECOND FLR PLAN  
**A-38**

SCALE: 1/8" = 1'-0"



The floor plan shown hereon is only an approximation. Any Unit Owner who is concerned about any representations regarding this floor plan should do his/her own investigation as to the dimensions, measurements and square footage of the Unit.

UNITS:  
2601-B, 2601-C, 2601-G, 2624-B, 2624-C, 2629-B,  
2629-C, 2629-G, 2652-C, 2657-B, 2657-C, 2680-C.

APPROX. UNIT SQ. FT. = 143 SF.  
APPROX. OVERALL SQ. FT. = 1308 SF.

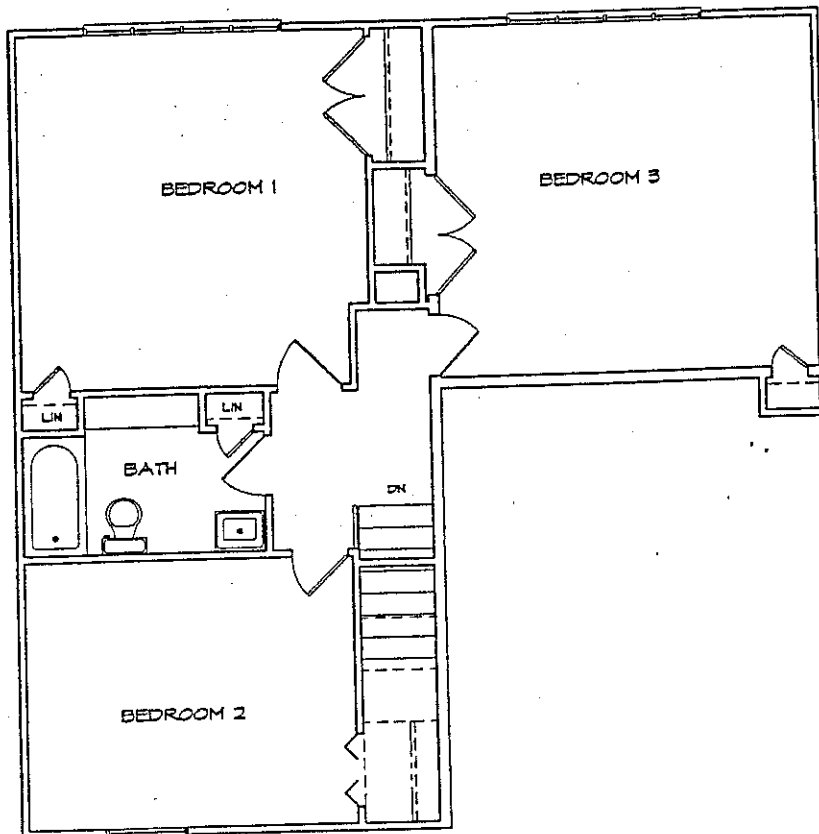
PREPARED BY:

Brown Doane Architects, Inc.  
60 Atlanta Technology Center, Ste 350  
575 Northside Drive NW  
Atlanta, Georgia 30318  
(404) 603-3500

EXHIBIT:

SHEET:

# The TowneClub Condominium Augusta, Georgia



17  
A-38 3 BDRM DELUXE END UNIT SECOND FLR PLAN (REV.)  
SCALE: 1/8" = 1'-0"



The floor plan shown hereon is only an approximation. Any Unit Owner who is concerned about any representations regarding this floor plan should do his/her own investigation as to the dimensions, measurements and square footage of the Unit.

UNITS:  
2602-B, 2602-C, 2623-B, 2623-C, 2623-G, 2630-C,  
2651-B, 2651-C, 2651-G, 2658-C, 2679-B, 2679-C.

APPROX. UNIT SQ. FT. = 793 SF.  
APPROX. OVERALL SQ. FT. = 1308 SF.

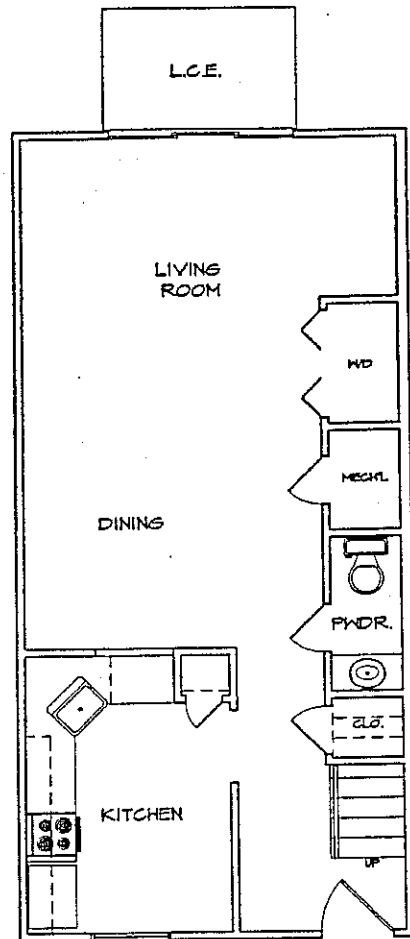
PREPARED BY:

Brown Doane Architects, Inc.  
300 Atlanta Technology Center, Ste 350  
1575 Northside Drive NW  
Atlanta, Georgia 30318  
404-525-0520

EXHIBIT:

SHEET:

# The TowneClub Condominium Augusta, Georgia



16  
A-38

3 BDRM DELUXE END UNIT FIRST FLR. PLAN (REV.)

SCALE: 1/8" = 1'-0"



The floor plan shown hereon is only an approximation. Any Unit Owner who is concerned about any representations regarding this floor plan should do his/her own investigation as to the dimensions, measurements and square footage of the Unit.

#### UNITS:

2602-B, 2602-C, 2623-B, 2623-C, 2623-G, 2630-C,  
2651-B, 2651-C, 2651-G, 2658-C, 2679-B, 2679-C.

APPROX. UNIT SQ. FT. = 515 SF.

APPROX. OVERALL SQ. FT. = 1308 SF.

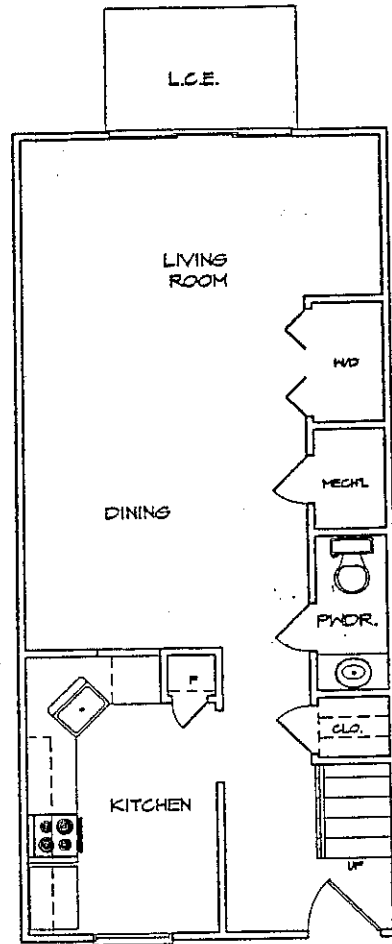
#### PREPARED BY:

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300 Atlanta Technology Center, Ste 350  
1575 Northside Drive NW  
Atlanta, Georgia 30318  
(404) 603-3500

EXHIBIT:

SHEET:

# The TowneClub Condominium Augusta, Georgia



18  
A-38 3 BDRM ODD END UNIT FIRST FLOOR PLAN  
SCALE: 1/8" = 1'-0"



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1575 Northside Drive NW  
Atlanta, Georgia 30318  
(404) 603-3500

The floor plan shown hereon is only an approximation. Any Unit Owner who is concerned about any representations regarding this floor plan should do his/her own investigation as to the dimensions, measurements and square footage of the Unit.

UNITS:  
2630-B.

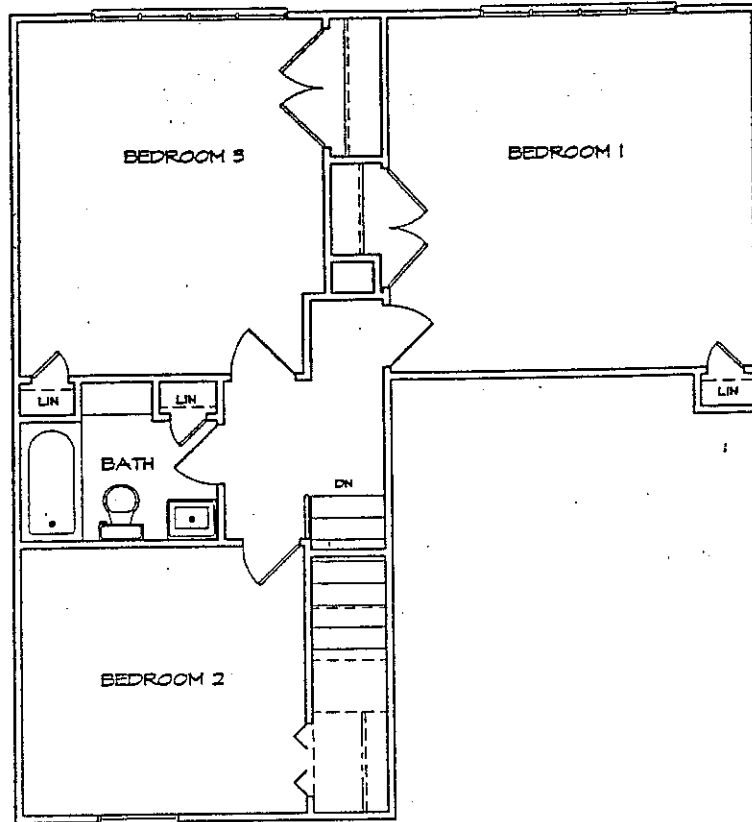
APPROX. UNIT SQ. FT. = 445 SF.  
APPROX. OVERALL SQ. FT. = 1,214 SF.

EXHIBIT:

SHEET:



# The TowneClub Condominium Augusta, Georgia



19  
A-38

## 3 BDRM ODD END UNIT 2ND FLR PLAN

SCALE: 1/8" = 1'-0"



The floor plan shown hereon is only an approximation. Any Unit Owner who is concerned about any representations regarding this floor plan should do his/her own investigation as to the dimensions, measurements and square footage of the Unit.

UNITS:  
2630-B.

APPROX. UNIT SQ. FT. = 724 SF.  
APPROX. OVERALL SQ. FT. = 1,219 SF.

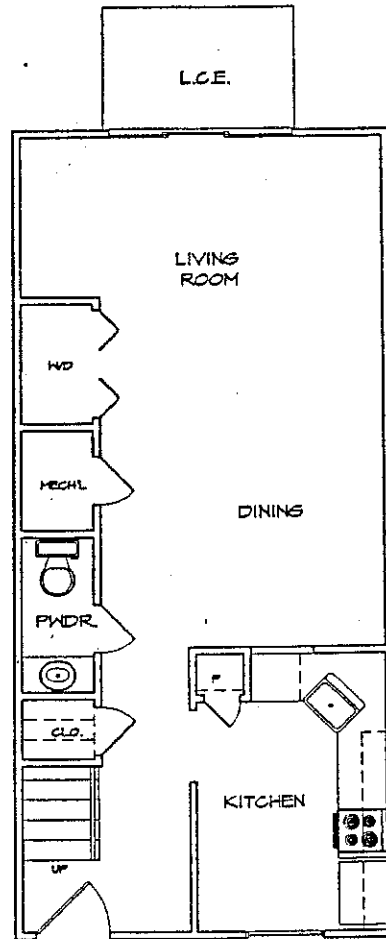
PREPARED BY:

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1575 Northside Drive NW  
Atlanta, Georgia 30318  
(404) 603-3500

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SHEET:

# The TowneClub Condominium Augusta, Georgia



20  
A-38 3 BDRM ODD END UNIT FIRST FLR. PLAN (REV.)  
SCALE: 1/8" = 1'-0"



The floor plan shown hereon is only an approximation. Any Unit Owner who is concerned about any representations regarding this floor plan should do his/her own investigation as to the dimensions, measurements and square footage of the Unit.

UNITS:  
2652-B.

APPROX. UNIT SQ. FT. = 445 SF.  
APPROX. OVERALL SQ. FT. = 1,219 SF.

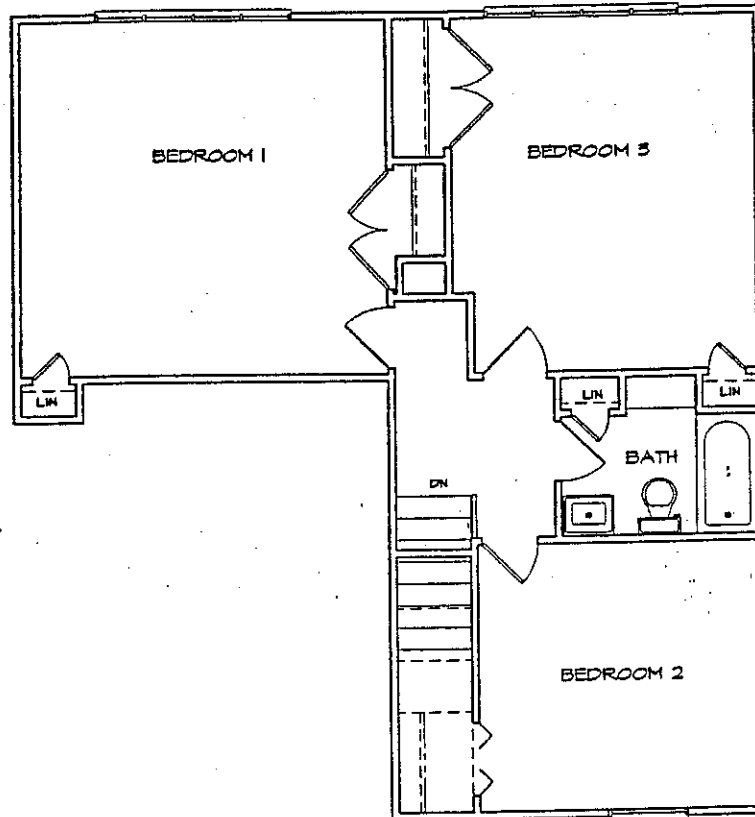
PREPARED BY:

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300 Atlanta Technology Center, Ste 350  
1575 Northside Drive NW  
Atlanta, Georgia 30318  
(404) 603-3500

EXHIBIT:

SHEET:

# The TowneClub Condominium Augusta, Georgia



21  
A-38 3 BDRM ODD END UNIT 2ND FLR PLAN (REV.)  
SCALE: 1/8" = 1'-0"



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1575 Northside Drive NW  
Atlanta, Georgia 30318  
(404) 603-3500

The floor plan shown hereon is only an approximation. Any Unit Owner who is concerned about any representations regarding this floor plan should do his/her own investigation as to the dimensions, measurements and square footage of the Unit.

UNITS:  
2652-B.

APPROX. UNIT SQ. FT. = 724 SF.  
APPROX. OVERALL SQ. FT. = 1,219 SF.

EXHIBIT:

SHEET:

## **SECTION 2**

### **Declaration and Bylaws**

✓

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Return to:  
Darryl R. Moss, Esq.  
Weissman, Nowack, Curry & Wilco, P.C.  
One Alliance Center, 4<sup>th</sup> Floor  
3500 Lenox Road  
Atlanta, Georgia 30326

DECLARATION OF CONDOMINIUM  
FOR  
TOWNECLUB CONDOMINIUM

WEISSMAN, NOWACK, CURRY & WILCO, P.C.  
Attorneys

One Alliance Center, 4<sup>th</sup> Floor  
3500 Lenox Road  
Atlanta, Georgia 30326  
(404) 926-4500

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✓  
STATE OF GEORGIA  
COUNTY OF RICHMOND

**DECLARATION OF CONDOMINIUM**

**FOR**

**TOWNECLUB CONDOMINIUM**

THIS DECLARATION is made on the date set forth below by TowneClub Partners, LLC, a Georgia limited liability company (hereinafter referred to as "Declarant");

**WITNESSETH**

WHEREAS, Declarant is the owner of the real property which is located in Richmond County, Georgia and is described in Exhibit "A" attached hereto and incorporated herein by this reference;

WHEREAS, a plat of survey related to the Condominium prepared by \_\_\_\_\_ dated \_\_\_\_\_ and last amended on \_\_\_\_\_, was filed in Condominium Plat Book \_\_\_\_\_, Page(s) \_\_\_\_\_, Richmond County, Georgia Records;

WHEREAS, floor plans relating to the Condominium prepared by \_\_\_\_\_ were filed in Condominium Floor Plan Book \_\_\_\_\_, Page(s) \_\_\_\_\_, of the Richmond County, Georgia Records;

WHEREAS, Declarant desires to subject the real property described in Exhibit "A" hereto, including the improvements thereof, to the provisions of this Declaration and to the Georgia Condominium Act; and

NOW, THEREFORE, Declarant hereby declares that the real property described in Exhibit "A" of this Declaration, including the improvements located thereon, is hereby submitted and made subject to the form of ownership set forth in the Georgia Condominium Act, and is hereby subjected to the provisions of this Declaration. By virtue of the recording of this Declaration, said property shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to provisions of the Georgia Condominium Act and the covenants, conditions, restrictions, easements, assessments, and liens set forth in this Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the real property subject to this Declaration, and shall be binding on all persons having any right, title or interest in all or any portion of the real property subject to this Declaration, their respective heirs, legal representatives, successors, successors-in-title and assigns, and shall be for the benefit of all owners of the property subject to this Declaration.

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## DECLARATION OF CONDOMINIUM

### FOR

## TOWNECLUB CONDOMINIUM

#### 1. NAME.

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

#### 2. DEFINITIONS.

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

(a) Act shall mean the Georgia Condominium Act, O.C.G.A. § 44-3-70, *et seq.*, as such Act may be amended from time to time.

(b) Additional Property shall mean that property described in Exhibit "C" attached hereto and incorporated herein, which Declarant may, but shall have no obligation to, submit to the Condominium as provided in this Declaration.

(c) Architectural Control Committee or ACC shall mean the committee established to exercise the architectural review powers set forth in Paragraph 13 hereof, which shall be the Board of Directors of the Association unless by resolution the Board appoints a separate Architectural Control Committee.

(d) Area of Common Responsibility shall mean and refer to the Common Elements, together with those areas, if any, which by the terms of this Declaration or by contract or agreement with any other person or entity, become the responsibility of the Association.

(e) Articles or Articles of Incorporation shall mean the Articles of Incorporation of TowneClub Condominium Association, Inc., which have been filed with the Secretary of State of the State of Georgia.

(f) Association shall mean TowneClub Condominium Association, Inc., a Georgia nonprofit corporation, its successors or assigns.

(g) Board or Board of Directors shall mean the body responsible for management and operation of the Association.

(h) Bylaws shall mean the Bylaws of TowneClub Condominium Association, Inc., attached to this Declaration as Exhibit "D" and incorporated herein by this reference.

(i) Common Elements shall mean those portions of the property subject to this Declaration, which are not included within the boundaries of a Unit, as more particularly described in this Declaration.

(j) Common Expenses shall mean the expenses incurred or anticipated to be incurred by the Association for the general benefit of the Condominium including, but not limited to, those expenses incurred for maintaining, repairing, replacing, and operating the Common Elements, and as required under the Reciprocal Easement Agreement.

(k)

(l) Community-Wide Standard shall mean the standard of conduct, maintenance, or other activity generally prevailing within the Condominium. Such standard may be more specifically determined by the Board of Directors and the Architectural Control Committee.

(m) Condominium shall mean all that property described in Exhibit "A" attached hereto and incorporated herein by this reference, submitted to the provisions of the Act by this Declaration and any property described in Exhibit "C" that is later submitted to the provisions of the Act and this Declaration.

(n) Condominium Instruments shall mean this Declaration and all exhibits to this Declaration, including the Bylaws of the Association, and the Survey and Floor Plans, all as may be supplemented or amended from time to time.

(o) Contractor shall mean any person, firm, partnership, corporation, association, or other organization that is engaged in the business of designing, developing, constructing, or selling dwellings or the alteration of or addition to an existing dwelling, repair of a new or existing dwelling, or construction, sale, alteration, addition, or repair of an appurtenance to a new or existing dwelling, including, but not limited to, Declarant. The term includes:

(i) An owner, officer, director, shareholder, partner, or employee of the contractor;

(ii) Subcontractors and suppliers of labor and materials used by a contractor in a dwelling; and

(iii) A risk retention group registered under applicable law, if any.

(p) Declarant shall mean TowneClub Partners, LLC, a Georgia limited liability company, its respective successors and assigns and any other Person or entity as further set forth in Section 44-3-71(13) of the Act. The expiration of Declarant's right to appoint the directors and officers of the Association as provided in Article III, Part A, Section 2 of the Bylaws shall not alter the status of TowneClub Partners, LLC as Declarant herein.

(q) Domestic Partner shall mean any adult who cohabitates with an Owner and who has been designated as the Owner's Domestic Partner in a written statement, signed by the Owner and filed with the Association's Secretary. A person shall no longer be a Domestic Partner upon the Secretary's receipt of a written termination notice, signed by either the Owner or the Domestic Partner.

(r) Electronic Document shall mean information created, transmitted, received or stored by electronic means and retrievable in human perceivable form including, without limitation, e-mail, web pages, electronic documents, and facsimile transmissions.

(s) Electronic Signature shall mean a signature created, transmitted, received or stored by electronic means and includes, but is not limited to, a Secure Electronic Signature.

(t) Eligible Mortgage Holder shall mean those holders of first Mortgages secured by Units in the Condominium who have requested notice of certain items as set forth in this Declaration.

(u) Floor Plans shall mean the floor plans for TowneClub Condominium, filed in the condominium file cabinet of the Richmond County, Georgia records.

(v) Limited Common Elements shall mean a portion of the Common Elements reserved for the exclusive use of those entitled to occupy one (1) or more, but less than all, Units, as more particularly set forth in this Declaration.

(w) Majority shall mean those eligible votes, Owners, or other group as the context may indicate totaling more than fifty percent (50%) of the total eligible number.

(x) Mortgage shall refer to any mortgage, deed to secure debt, deed of trust, or other transfer or conveyance for the purpose of securing the performance of an obligation including, but not limited to, a transfer or conveyance of fee title for such purpose.

(y) Mortgagee or Mortgage Holder shall mean the holder of any Mortgage.

(z) Occupant shall mean any Person staying overnight in a Unit for a total of more than thirty (30) days, either consecutive or nonconsecutive, in any calendar year, regardless of whether such Person is a tenant or the Owner of such Unit.

(aa) Owner shall mean the record titleholder of a Unit within the Condominium, but shall not include a Person who is only a Mortgage holder.

(bb) Person shall mean any individual, corporation, firm, association, partnership, trust, or other legal entity.

(cc) Reciprocal Easement Agreement shall mean that certain Reciprocal Easement and Cost Sharing Agreement recorded in Deed Book \_\_\_, Page \_\_\_ of the Richmond County, Georgia records, as amended or as may be amended.

(dd) Secure Electronic Signature shall mean an electronic or digital method executed or adopted by a Person with the intent to be bound by or to authenticate a record, which is unique to the Person using it, is capable of verification, is under the sole control of the Person using it, and is linked to data in such a manner that if the data is changed, the electronic signature is invalidated.

(ee) Survey shall mean the plat of survey for TowneClub Condominium, filed in the condominium plat book of the Richmond County, Georgia records.

(ff) Total Association Vote shall mean all of the eligible votes attributed to members of the Association (including votes attributable to Declarant), and the consent of Declarant for so long as Declarant owns a Unit primarily for the purpose of sale.

(gg) Unit shall mean that portion of the Condominium intended for individual ownership and use as more particularly described in this Declaration and shall include the undivided ownership in the Common Elements assigned to the Unit by this Declaration.

### 3. LOCATION, PROPERTY DESCRIPTION, PLATS AND PLANS

The Condominium subject to this Declaration and the Act is located in 1269<sup>th</sup> GMD of Richmond County, Georgia, being more particularly described in Exhibit "A" attached to this Declaration, which exhibit is specifically incorporated herein by this reference. The Survey and Floor Plans relating to the Condominium will be filed in the Richmond County, Georgia records at the time the Condominium property is submitted to this Declaration. The Survey and Floor Plans are incorporated herein by reference as fully as if the same were set forth in their entirety herein.

So long as Declarant owns a Unit, Declarant reserves the right, but shall have no obligation, to make improvements and changes to all or part of the Common Elements and the Units owned by Declarant (other than changes to the location of Unit boundaries unless expressly permitted herein), including, without limitation, addition and realignment of parking spaces, addition and reconfiguration of storage spaces, renovation and installation of changes to utility systems and facilities, rearrangement and installation of security and refuse facilities, work relating to building exteriors, and extension of the drives and utility lines and pipes located on the Condominium.

### 4. UNITS AND BOUNDARIES.

The Condominium will be divided into twenty-six (26) separate Units and Common Elements, some of which will be assigned as Limited Common Elements. Each Unit consists of a dwelling and its appurtenant percentage of undivided interest in the Common Elements. Each Unit shall be conveyed as a separately designated and legally described freehold estate subject to the Act and the Condominium Instruments. The Units are depicted on the Survey and the Floor Plans. Each Unit includes that part of the structure, which lies within the following boundaries except for those Units defined in subparagraphs (c) and (d) below:

(a) Vertical Boundaries. The perimetrical or vertical boundaries of each Unit shall be the vertical planes formed by the outermost surface of the studs in the walls separating the Unit from the exterior wall of the Condominium building. With respect to common walls between the Units, the perimetrical or vertical boundary of the Units served thereby shall be the centerline of such wall. The vertical boundaries include the wallboard or other material comprising the wall of the Unit.

(b) Horizontal Boundaries. The upper horizontal boundary of each Unit shall be the horizontal plane formed by the outermost, unfinished, unexposed surface of the wallboard or other material comprising the ceiling enclosing the uppermost story of the Unit, with such material constituting part of the Unit. The lower horizontal boundary of each such Unit located in the Condominium is the upper surface of the concrete subflooring of the lowermost story of the Unit is constructed, with the flooring, if any, constituting part of the Unit and the concrete subflooring and building foundation not constituting part of the Unit.

(c) The boundaries are as follows for Units 2601, 2602, 2611A, 2612A, 2613, 2614, 2623, and 2624 ("Large Units):

The lower horizontal boundary for the first floor of the Large Unit shall be the upper surface of the concrete subflooring on which the Unit is constructed, with the flooring, if any, constituting part of the Unit and the concrete subflooring and building foundation

not constituting part of the Unit. The lower horizontal boundary of that portion of the second floor of Large Unit that is above the first floor of Small Unit (as defined below), as depicted on the Floor Plans, shall be the centerline of the wood truss structure located between the ceiling of the first floor of Small Unit and the flooring of the second floor of Large Unit. The upper horizontal boundary for Large Unit shall be the horizontal plane formed by the outermost, unfinished, unexposed surface of the wallboard or other material comprising the ceiling of the uppermost floor of the Unit, with such material constituting part of the Unit.

(d) The boundaries are as follows for the following Units 2603, 2604, 2611B, 2612B, 2621, and 2622 ("Small Units"):

The lower horizontal boundary for the first floor of Small Unit shall be the upper surface of the concrete subflooring on which the Unit is constructed, with the flooring, if any, constituting part of the Unit and the concrete subflooring and building foundation not constituting part of the Unit. The upper horizontal boundary of that portion of the first floor of Small Unit, which is under the second floor of Large Unit, as depicted on the Floor Plans, shall be the centerline of the wood truss structure located between the ceiling of the first floor of Small Unit and the flooring of the second floor of Large Unit. The upper horizontal boundary for the remainder of Small Unit shall be the horizontal plane formed by the outermost, unfinished, unexposed surface of the wallboard or other material comprising the ceiling of the second floor of Unit, with such material constituting part of the Unit.

(e) Additional Information to Interpret Unit Boundaries. Entry doors and exterior glass surfaces, including, but not limited to, windows and glass doors, serving the Unit shall be included within the boundaries of the Unit. Heating and air conditioning systems serving a single Unit (including any part of any such system located outside the boundaries of the Unit), all duct work for heating and air conditioning systems and appliances and plumbing fixtures within a Unit shall be part of the Unit.

If any chutes, flues, ducts, conduits, wires, pipes or other apparatus lies partially within and partially outside of the designated boundaries of the Unit, any portion thereof which serves only that Unit shall be deemed to be a part of that Unit, while any portions thereof which serve more than one (1) Unit or any portion of the Common Elements shall be deemed a part of the Common Elements.

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

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

## 5. COMMON ELEMENTS.

The Common Elements consist of all portions of the Condominium not located within the boundaries of a Unit. The Common Elements include, without limitation, certain utility infrastructures, fences, entry feature and lighting for same, paving, walls, retaining walls, the foundation, roofs, exterior walls of the buildings, landscape areas, outside parking area and lighting for same, playground, mail area, dumpster, trash bin, swimming pool, club house, pool house, fitness center, limited access gated entry system, and all other lighting in any Common Element of the Condominium buildings.

Ownership of the Common Elements shall be by the Owners as tenants-in-common. The percentage of undivided interest in and to the Common Elements attributable to each Unit is set forth in Exhibit "B" attached hereto and incorporated herein by this reference. Such percentages of undivided interest may be altered only by the consent of all Owners and Mortgagees (or such lesser number of Owners and Mortgagees as may hereafter be prescribed by the Act) expressed in a duly recorded amendment to this Declaration, except in the case of expansion of the Condominium, as provided in Paragraph 25 hereof, in which case the amendment may be approved and executed by Declarant without approval of the Owners or Mortgagees.

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

## 6. LIMITED COMMON ELEMENTS.

(a) The Limited Common Elements located on the Condominium and the Unit(s) to which they are assigned are:

(i) the portion of the Common Elements on which there is located any portion of the air conditioning or heating system exclusively serving a particular Unit or Units is assigned as a Limited Common Element to the Unit or Units so served;

(ii) any utility meter which serves only one (1) Unit is assigned as a Limited Common Element to the Unit so served;

(iii) a Unit may be assigned one (1) or more parking spaces, which are shown on the Floor Plans or Survey as a Limited Common Element assigned to the Unit. Parking spaces may be initially assigned or reassigned by amendment to this Declaration as provided in subparagraphs (b) and (c) below;

(iv) a Unit may be assigned one (1) or more storage spaces, which are shown on the Floor Plans as a Limited Common Element, assigned to the Unit. Storage spaces may be initially assigned or reassigned by amendment to this Declaration as provided in subparagraphs (b) and (c) below;

(v) any patio attached to and serving only one (1) Unit is assigned as a Limited Common Element to the Unit to which it is attached and which it serves;

(vi) each Unit is assigned one (1) mailbox or mail slot, to be initially assigned in the sole discretion of Declarant.

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

(c) For so long as Declarant owns any Unit primarily for the purpose of sale, Declarant shall have the right to sell to Owners one (1) or more parking spaces or storage spaces to be assigned as Limited Common Elements pursuant to subparagraphs (a) and (b) above. The proceeds of the sale of parking spaces and storage spaces as Limited Common Elements shall belong to Declarant.

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

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

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

(a) Except as provided below or elsewhere in the Act or Condominium Instruments, the amount of all Common Expenses shall be assessed against all the Units in accordance with the percentage of undivided interest in the Common Elements appurtenant to the Unit as set forth in Exhibit "B" attached hereto and incorporated herein by this reference.

(b) The Board of Directors shall have the power to levy special assessments against Units pursuant to this Paragraph and to Section 44-3-80(b) of the Act as, in its discretion, it shall deem appropriate. Failure of the Board of Directors to exercise its authority under this Paragraph shall not be grounds for any action against the Association or the Board of Directors and shall not constitute a waiver of the Board's right to exercise its authority under this Paragraph in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Paragraph.

(i) Any Common Expenses benefiting less than all of the Units or significantly disproportionately benefiting all Units may be specially assessed equitably among all of the Units that are benefited according to the benefit received. Except for expenses for maintenance, repair or replacement of Limited Common Elements, which may be specially assessed, expenses incurred for the maintenance, repair or replacement of the Area of Common Responsibility, shall not be specially assessed.

(ii) Any Common Expenses occasioned by the conduct of less than all of those entitled to occupy all of the Units or by the Occupant(s), licensees or invitees of any such Unit or Units may be specially assessed against such Unit or Units.

(c) In the event the Condominium is served by a common water meter, the Board shall have the authority to install submeters and assess individual Unit utilities usage charges as special assessments as provided in subparagraph (b)(i) above. This shall include the right to add a charge for the cost of overhead for such submetering, against individual Units and/or to install separate utility meters for the Units.

## 9. ASSOCIATION RIGHTS AND RESTRICTIONS.

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

(a) to enter into Units for maintenance, emergency, security, or life-safety purposes, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all police officers, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall be only during reasonable hours and after reasonable notice to the Owner or Occupant of the Unit. For the purposes of this Paragraph, an emergency justifying immediate entry into a Unit shall include, but not be limited to, the following situations: a water or other utility leak, fire, strong foul odor, obvious insect infestation or sounds indicating that a person or animal might be injured or sick and require immediate medical attention. No one exercising the rights granted in this subparagraph shall be liable for trespass, damages, or in any other manner by virtue of exercising such rights, except as provided in the Act. The failure to exercise the rights herein or to exercise said rights in a timely manner shall not create liability to any of the above-referenced parties, it being agreed that no duty to enter a Unit shall exist;

(b) to make and to enforce reasonable rules and regulations governing the use of the Condominium, including the Units, Limited Common Elements, and Common Elements;

(c) to enforce use restrictions, other Declaration and Bylaws provisions, and rules and regulations by the imposition of reasonable monetary fines and suspension of use and voting privileges as provided in Section 44-3-76 of the Act, as amended;

(d) to grant and accept permits, licenses, utility easements, leases, and other easements;

(e) to control, manage, operate, maintain, improve and replace all portions of the Area of Common Responsibility;

(f) to represent and act on behalf of the Owners in the event of damage or destruction as a result of casualty loss in accordance with the provisions of the Act and Paragraph 12 of this Declaration;



(g) to represent and act on behalf of the Owners in the event of any loss resulting from condemnation or eminent domain in accordance with the provisions of the Act and Paragraph 20 of this Declaration;

(h) to acquire, hold, and dispose of tangible and intangible personal property and real property;

(i) to collect security deposits in reasonable amounts, as determined by the Board of Directors in its sole discretion, to protect against any damage to the Condominium, including, without limitation, damage resulting from: moving in or out of a Unit; the transportation and use of construction materials in the Condominium; and the alteration, modification, or addition to a Unit and any Limited Common Element appurtenant thereto. Costs for repair of such damage may be deductible from the security deposit and any additional expenses may be specifically assessed against the Unit under subparagraph 8(b)(ii) above;

(j) to approve contractors or subcontractors who have access to the Condominium for the purpose of making repairs or improvements to Units based on rules and regulations promulgated and adopted by the Board which may include, without limitation: financial stability of the contractors and/or subcontractors; history of compliance with the Condominium Instruments and rules and regulations of the Association; and other factors that may be reflective of quality and ability. The Board may also impose insurance requirements and collect other non-refundable fees for use of the trash receptacle;

(k) at the sole expense of the Association, without need for a membership vote, and without the consent of any affected Owner, to relocate any portion of the air conditioning, heating, plumbing, ventilating, exhaust or electrical system serving a particular Unit, provided that after such relocation, the system serving the Unit functions at least as well and at no greater cost to the Owner as existed prior to the relocation; and

(l) to close permanently or temporarily any portion of the Common Elements (excluding the Limited Common Elements, and any Common Elements the use of which is reasonably necessary for access to or from a Unit or any portion of the Common Elements over, on, upon or which Declarant has an easement) with thirty (30) days prior notice to all Owners, except that, in emergency situations requiring a temporary closing, prior notice shall not be required so long as notice is given within three (3) days after the closing explaining the reason for the closing. Notwithstanding the above, the Owners may re-open closed Common Elements by a majority vote of the Total Association Vote, cast at a duly called special or annual meeting.

## 10. ASSESSMENTS.

(a) Purpose of Assessment. The Association shall have the power to levy assessments as provided herein and in the Act. The assessments for Common Expenses provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and Occupants of Units in the Condominium as may be more specifically authorized from time to time by the Board.

(b) Creation of the Lien and Personal Obligation For Assessments. Each Owner of any Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges; (ii) special assessments, such assessments to be established and collected as hereinafter provided; and (iii) specific assessments against any particular Unit which are established pursuant to the terms of this Declaration, including but not limited to reasonable fines imposed in accordance with the terms of this Declaration.

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

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

The Board of Directors shall have the right to: (i) not spend the full amount budgeted for any particular line item in the budget; (ii) spend more than what has been budgeted; and (iii) shift revenues within the budget from one line to another.

(c) Delinquent Assessments. All assessments and related charges not paid on or before the due date shall be delinquent, and the Owner shall be in default.

(i) If any monthly installment of annual assessments or any part thereof is not paid in full by the tenth (10th) day of the month or if any other charge is not paid within ten (10) days of the due date, a late charge equal to the greater of Ten Dollars (\$10) or ten percent (10%) of the amount not paid, or such higher amounts as may be authorized by the Act, may be imposed without further notice or warning to the delinquent Owner and interest at the rate of ten percent (10%) per annum or such higher rate as may be permitted by the Act shall accrue from the due date.

(ii) If part payment of assessments and related charges is made, the amount received may be applied first to costs and reasonable attorneys' fees actually incurred, then to late charges, then to interest, then to delinquent assessments, and then to current assessments.

(iii) If assessments, fines or other charges or any part thereof due from an Owner remain delinquent and unpaid for a period greater than fifteen (15) days from the date due, a notice of delinquency may be given to that Owner stating that if the assessment, fine or charge remains delinquent for more than ten (10) days from the date of the notice of delinquency, the Board of Directors may accelerate and declare immediately due all of that Owner's unpaid installments of the annual assessment and of any special assessment without any further notice being given to the delinquent Owner. Upon acceleration, that Owner shall thereby lose the privilege of paying the annual assessment in monthly installments for that fiscal year.

(iv) If assessments and other charges or any part thereof remain unpaid more than thirty (30) days after they become delinquent, the Association, acting through the Board, may institute suit to collect all amounts due pursuant to the provisions of the Declaration, the Bylaws, the Act and Georgia law, including reasonable attorneys' fees actually incurred, and suspend the Owner and/or Occupant's right to use the Common Elements, including the right to bring or park vehicles on the Common Elements or have guests bring or park vehicles on the Common Elements. However, the Board may not limit pedestrian, medical, fire, police or other health, safety, service or emergency vehicle ingress or egress to or from the Unit or deny necessary parking of clearly and properly

identified handicapped vehicles used by handicapped owners or occupants protected by the Fair Housing Amendments Act of 1988. Prior to suspending parking privileges, the Association shall provide the delinquent Owner or Occupant written notice of its intention to do so, sent by certified mail not less than ten (10) days prior to the date of such suspension.

(v) If any assessment or other charge is delinquent for thirty (30) days or more, and the Association has obtained judgment(s) totaling more than Seven Hundred Fifty Dollars (\$750) against the Owner or encumbering the Unit, then, in addition to all other rights provided in the Act and herein, the Association shall have the right, in compliance with any requirements set forth in the Section 44-3-76 of the Act, to suspend water, electricity, gas, heat, air conditioning, or other utility services to the Unit paid for as a Common Expense by the Association. Any costs incurred by the Association in discontinuing and/or reconnecting any utility service, including reasonable attorneys' fees, shall be an assessment against the Unit. The utility services shall not be required to be restored until the judgment(s) is(are) paid in full, at which time the Association shall make arrangements for restoration of the service. An Owner whose utility or service has been suspended hereunder shall not be entitled to use any such utility or service from any source, and any such unauthorized use shall be considered a theft of services under O.C.G.A. Section 16-8-5.

Notwithstanding the above, if cable television service or any other service not constituting a utility is provided by the Association as a Common Expense, that service may be suspended upon ten (10) days written notice to the delinquent Owner, without obtaining any judgment against the Owner or encumbering the Unit. Enforcement under this subparagraph is not dependent upon or related to other restrictions and/or other actions.

(d) Computation of Operating Budget and Assessment. It shall be the duty of the Board at least twenty-one (21) days prior to the Association's annual meeting to prepare and deliver to each member a budget covering the estimated costs of operating the Condominium during the coming year and a notice of the assessments to be levied against each Unit for the following year. The budget and the assessment shall become effective unless disapproved at a duly called and constituted annual meeting of the Association by a vote of a majority of the Total Association Vote; provided, however, if a quorum is not obtained at the annual meeting, the budget shall become effective even though a vote to disapprove the budget could not be called at this meeting.

Notwithstanding the foregoing, in the event that the membership disapproves the proposed budget or the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the current year shall continue for the succeeding year. In such case, the Board may propose a new budget at any time during the year at a special meeting of the Association. The proposed budget and assessment shall be delivered to the members at least twenty-one (21) days prior to the proposed effective date thereof and at least seven (7) days prior to the special meeting. The approval procedure set forth above for budgets considered at annual meetings shall also apply to budgets considered at special meetings.

Notwithstanding anything to the contrary stated herein, during the time in which Declarant has the right to appoint directors and officers of the Association under Article III, Part A, Section 2 of the Bylaws, Declarant or Declarant appointed Board of Directors shall be authorized to unilaterally pass a new budget to reflect costs resulting from the addition of a phase or phases to the Condominium or to reflect costs that were not contemplated at the time the initial, estimated operating budget for the Association was developed.

(e) Special Assessments. In addition to the annual assessment provided for in subparagraph (b) above, the Board may, at any time, and in addition to any other rights it may have, levy a special assessment against all Owners, notice of which shall be sent to all Owners. Any special assessment (except as provided in subparagraph 8(b) regarding the power to assess specially pursuant to Section 44-3-80(b) of the Act and subparagraph 12(b) herein, regarding repair or reconstruction of casualty damage to or destruction of all or part of the Condominium) which would cause the average total of special assessments levied in one (1) fiscal year to exceed Two Hundred Dollars (\$200) per Unit or such higher amount as is authorized by the Act, shall be approved by a majority of the Total Association Vote prior to becoming effective.

(f) Capital Reserve Budget and Contribution. The Board of Directors shall annually prepare a capital reserve budget that shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital reserve contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital reserve budget, with respect both to amount and timing by equal annual assessments over the period of the budget. The annual capital reserve contribution required, if any, shall be fixed by the Board and included within the budget and assessment as provided in subparagraph (d) of this Paragraph. A copy of the capital reserve budget shall be distributed to each member in the same manner as the operating budget.

(g) Statement of Account. Any Owner, Mortgagee, or a Person having executed a contract for the purchase of a Unit, or a lender considering a loan to be secured by a Unit, shall be entitled, upon written request, to a statement from the Association setting forth the amount of assessments due and unpaid, including any late charges, interest, fines, or other charges against a Unit. The Association shall respond in writing within five (5) business days of receipt of the request for a statement; provided, however, the Association may require the payment of a fee, not exceeding Ten Dollars (\$10), or such higher amount as may be authorized by the Act, as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Unit as of the date specified therein.

(h) Surplus Funds and Common Profits. Pursuant to Section 44-3-108 of the Act, common profits from whatever source shall be applied to the payment of Common Expenses. Any surplus funds remaining after the application of such common profits to the payment of Common Expenses shall, at the option of the Board of Directors, either be distributed to the Owners or credited to the next assessment chargeable to the Owners in proportion to the liability for Common Expenses attributable to each Unit, or added to the Association's capital reserve account as set forth in (f) above.

If the Board of Directors reasonably determines that during a fiscal year there will likely be a surplus of funds at the end of such fiscal year (excluding amounts designated for reserves), the Board may, but shall not be required to, reduce the amount of the annual assessment to be collected from the Owners for the remainder of that fiscal year. Any Owner who has already paid the entire annual assessment at the time of such reduction shall, in the discretion of the Owner, either receive a refund of the overpayment or a credit of the amount of the overpayment towards the annual assessment of the Association for the following fiscal year. Notwithstanding the above, the Association may first apply the amount of any overpayment toward any other amount the Owner may owe to the Association.

(i) Working Capital Fund. Declarant, on behalf of the Association, shall establish a working capital fund to meet unforeseen expenditures or to purchase any additional equipment or services. A non-refundable contribution to the working capital fund of the Association shall be paid by the purchaser of a Unit at the closing of each sale or resale of a Unit in the amount of two (2) months of the general assessment

charged to such Unit. Declarant shall not use the working capital funds to defray any of its expenses, reserve contributions, or construction costs or to make up any budget deficits while it is in control of the Association. Notwithstanding anything to the contrary herein, the contribution to the working capital fund shall not be due from: (i) any grantee who is the Domestic Partner, spouse or former spouse of the grantor; (ii) any grantee that is a wholly-owned entity of the grantor; (iii) any grantee to whom a Unit is conveyed by a will or through the law of intestacy; or (iv) any grantee of a Unit who obtains title pursuant to judicial or nonjudicial foreclosure of any first Mortgage of record or secondary purchase money Mortgage of record (provided that neither the grantee nor any successor grantee on the Mortgage is the seller of the Unit).

## 11. INSURANCE.

The Association shall obtain and maintain at all times, as a Common Expense, insurance as required by Section 44-3-107 of the Act, as amended, and as required herein. In accordance with the Act, the property insurance shall, at a minimum, afford fire and extended coverage insurance for and in an amount consonant with the full replacement value of the buildings and other structures on the Condominium. Such coverage shall include all of the Units and the fixtures initially installed therein by Declarant and replacements thereof up to the value of those initially installed by Declarant, but shall not include any improvements or additions (including wall coverings and fixtures) made by or on behalf of any Owner other than those made by Declarant and shall exclude furnishings and other personal property within a Unit.

All insurance purchased by the Association pursuant to this Paragraph shall run to the benefit of the Association, the Board of Directors, officers, all agents and employees of the Association, the Owners and their respective Mortgagees, and all other persons entitled to occupy any Unit as their interests may appear. The Association's insurance policy may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance equals at least the replacement cost of the insured property.

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

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

(a) The Board of Directors shall utilize reasonable efforts to secure a blanket hazard insurance policy providing "all risk" coverage in an amount equal to full replacement cost, before application of deductibles, of all improvements located on the Condominium. If "all risk" coverage is not reasonably available at reasonable cost, the Board shall obtain, at a minimum, fire and extended coverage, including coverage for vandalism and malicious mischief, in like amounts. The Board shall use reasonable efforts to obtain policies that will provide the following:

(i) the insurer waives its rights of subrogation of any claims against directors, officers, the managing agent, the individual Owners, Occupants, and their respective household members;

(ii) any "other insurance" clause contained in the master policy shall expressly exclude individual Owners' policies from its operation;

(iii) until the expiration of thirty (30) days after the insurer gives notice in writing to the Mortgagee of any Unit, the Mortgagee's insurance coverage will not be affected or jeopardized by any act or conduct of the Owner of such Unit, the other Owners, the Board of Directors, or any of their agents, employees, or household members, nor be canceled for nonpayment of premiums;

(iv) the master policy may not be canceled, substantially modified, or subjected to nonrenewal without at least thirty (30) days prior notice in writing to the Board of Directors and all Mortgagees of Units; and

(v) an agreed value endorsement and an inflation guard endorsement.

(b) All policies of insurance shall be written with a company licensed to do business in the State of Georgia. The company shall provide insurance certificates to each Owner and each Mortgagee upon request.

(c) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Association's Board of Directors; provided, however, no Mortgagee having an interest in the property shall be prohibited from participating in the settlement negotiations, if any, related thereto.

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

(e) In addition to the insurance required hereinabove, the Board shall obtain as a Common Element:

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

(ii) public liability insurance in amounts no less than required by Section 44-3-107 of the Act, as amended, and officers' and directors' liability insurance in such amounts as the Board may determine. The public liability insurance shall contain a cross liability endorsement;

(iii) fidelity bonds, if reasonably available, covering officers, directors, employees, and other persons who handle or are responsible for handling Association funds. Such bonds, if reasonably available, shall be in an amount consistent with the best business judgment of the Board of Directors, but in no event less than three (3) months assessments plus a reasonable

amount to cover all or a reasonable portion of reserve funds in the custody of the Association at any time during the term of the bond; provided, however, fidelity coverage herein required may be reduced based on the implementation of financial controls which take one or more of the following forms: (a) the Association or management company, if any, maintains a separate bank account for the working account and the reserve account, each with appropriate access controls and the bank in which funds are deposited sends copies of the monthly bank statements directly to the Association; (b) the management company, if any, maintains separate records and bank accounts for each association that uses its services and the management company does not have the authority to draw checks on, or to transfer funds from, the Association's reserve account; or (c) two (2) members of the Board of Directors must sign any checks written on the reserve account; and

(iv) such other insurance as the Board of Directors may determine to be necessary or desirable including, for example coverage of the following types of property contained within a Unit, regardless of ownership: (A) fixtures, improvements and alterations that are part of the building or structure; and (B) appliances, such as those used for refrigerating, ventilating, cooking, dishwashing, laundering, security or housekeeping.

(f) Insurance carried by the Association as a Common Expense shall not be required to include: (i) any part of a Unit that is not depicted on the original Survey and Floor Plans; or (ii) any part of a Unit that was not included as part of the collateral for the initial loan made for the initial purchase of the Unit, nor shall the Association include public liability insurance for individual Owners for liability arising within the Unit.

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

(h) Every Owner shall be obligated to obtain and maintain at all times insurance covering those portions of his or her Unit to the extent not insured by policies maintained by the Association. Upon request by the Board, the Owner shall furnish a copy of such insurance policy or policies to the Association. In the event that any such Owner fails to obtain insurance as required by this subparagraph, the Association may purchase such insurance on behalf of the Owner and assess the cost thereof to the Owner, to be collected in the manner provided for collection of assessments under Paragraph 10 hereof.

(i) Insurance Deductibles. In the event of an insured loss, any required deductible shall be considered a maintenance expense to be paid by the person or persons who would be responsible for such loss in the absence of insurance. If the loss affects more than one (1) Unit or a Unit and the Common Elements, the cost of the deductible may be apportioned equitably by the Board among the parties suffering loss in proportion to each affected owner's portion of the total cost of repair. Notwithstanding this, if the insurance policy provides that the deductible will apply to each Unit separately or to each occurrence, each Owner shall be responsible for paying the deductible pertaining to his or her Unit, if any. If any Owner or Owners fail to pay the deductible when required under this subparagraph, then the Association may pay the deductible and assess the cost to the Owner or Owners pursuant to Paragraph 8 of this Declaration; provided, however, where the deductible is for insurance required under the Act, no Owner shall be assigned more than Two Thousand Five Hundred Dollars (\$2,500), or such higher amount as authorized by the Act, as the cost of the deductible for any one (1) occurrence.

(j) Payment of Claims to Delinquent Owners. Notwithstanding anything to the contrary herein, in the event of an insured loss under the Association's master hazard insurance policy for which the Association receives from the insurer payment for a loss sustained by an Owner who is delinquent in the payment of assessments owed to the Association under Paragraph 10 hereof, then the Association may retain and apply such proceeds to the delinquency. Any surplus remaining after application of the proceeds to any delinquency shall be paid by the Association to the affected Owner.

## 12. REPAIR AND RECONSTRUCTION.

In the event of damage to or destruction of all or any part of the Condominium as a result of fire or other casualty, unless eighty percent (80%) of the Owners, including the Owner or Owners of any damaged Unit or Units, vote not to proceed with the reconstruction and repair of the structure, the Board of Directors or its duly authorized agent shall arrange for and supervise the prompt repair and restoration of the structure. In the event of substantial damage or destruction, each holder of a first Mortgage shall be entitled to written notice of the damage, and nothing in these documents shall be construed to afford a priority to any Owner with respect to the distribution of proceeds to any such Unit.

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

(b) Source and Allocation of Proceeds. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair due to failure of the Association to maintain coverage as provided in Paragraph 11 of this Declaration, the additional cost shall be a Common Expense. If, for any reason, the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair, as determined by the Board, the additional costs shall be assessed against the Owners of the Unit(s) damaged in proportion to the damage to the Units or against all Owners, in the case of insufficient funds to cover damage to the Common Elements. This assessment shall not be considered a special assessment as discussed in subparagraph 10(e). If there are surplus funds after repair and reconstruction is completed, such funds shall be common funds of the Association to be used as directed by the Board.

(c) Floor Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the Floor Plans and specifications under which the Condominium was originally constructed to standard finish so as to exclude any upgrades made to Units, except where changes are necessary to comply with current applicable building codes or where improvements not in accordance with the original Floor Plans and specifications are approved by the Board of Directors. To the extent insurance proceeds are available, the Association may reconstruct or repair Owner improvements damaged as a result of fire or other casualty.

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



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

### 13. ARCHITECTURAL CONTROLS.

(a) During Declarant Control. During the time in which Declarant has the right to appoint directors and officers of the Association under Article III, Part A, Section 2 of the Bylaws, there shall be no Architectural Control Committee and all encroachments onto the Common Elements or Limited Common Elements, exterior change, alteration or construction (including painting and landscaping), and any erection, placement or posting of any object, sign, clothesline, speaker, playground equipment, light, fountain, flag, personalized or customized exterior door mat, or thing on the exterior or roofs of the buildings, in any windows (except window treatments as provided herein), or on any Limited Common Elements or any Common Elements, must receive the prior written approval of Declarant. However, a mezuzah or comparable religious symbol not larger than three inches (3") in width and nine inches (9") in height may be posted on the doorframe of the Unit. In addition, reasonable seasonal decorative lights may be displayed between Thanksgiving and January 15. Granting or withholding such approval shall be within the sole discretion of Declarant. All references in the Condominium Instruments to the Architectural Control Committee or ACC shall refer to Declarant during the period Declarant has the right to appoint the officers and directors of the Association. Notwithstanding anything to the contrary stated herein, the initial improvements constructed on the Condominium and all architectural modifications thereto that are made by Declarant shall not be subject to approval pursuant to this Paragraph.

(b) After Declarant Control. After such time as Declarant's rights to appoint officers and directors of the Association as provided in Article III, Part A, Section 2 of the Bylaws has expired, an Architectural Control Committee shall be appointed by the Board of Directors and except for Declarant, so long as Declarant shall own a Unit for sale, no Owner, Occupant, or any other person may make any encroachment onto the Common Elements or Limited Common Elements, or make any exterior change, addition, alteration, or construction (including painting and landscaping), nor erect, place or post any object, sign, clothesline, speaker, playground equipment, light, fountain, flag, personalized or customized exterior door mat, or thing on the exterior or roofs of the buildings, in any windows (except window treatments as provided herein), on any Limited Common Elements, or on any other Common Elements, without first obtaining the written approval of the ACC. However, a mezuzah or comparable religious symbol not larger than three inches (3") in width and nine inches (9") in height may be posted on the doorframe of the Unit. In addition, reasonable seasonal decorative lights may be displayed between Thanksgiving and January 15. The standard for approval of such improvements shall include, but not be limited to, aesthetic consideration, materials to be used, harmony with the external design of the existing buildings, Units and structures, the location in relation to surrounding structures and topography, and the impact of such approval, if any, on the increase or decrease of sounds and vibrations between the Units and between the Units and the Common Elements. Notwithstanding the above, Declarant shall not be required to obtain any approvals under this Paragraph.

(c) Alteration of Units. Subject to the other provisions of this Declaration, alterations to the interiors of Units, relocation of the boundaries between adjoining Units, and subdivision of Units are subject to the following restrictions:

(i) Alterations to the Interiors of the Units. Except as provided herein, no Owner or Occupant may make any alteration within a Unit which involves connecting to Common Element pipes, lines, conduits and/or other apparatus for access to common utilities without prior written ACC approval (including, but not limited to, modifying connection of washers and dryers). Except as provided herein, no Owner or Occupant shall make any interior modifications to or place an excessive load on any structural or load bearing portions of a Unit without first obtaining the prior written approval of the ACC. Such approval shall not be granted by the ACC unless the Owner has presented to the ACC a report or drawing prepared by a licensed structural engineer showing that compensating measures will be taken to ensure the structural integrity of the Unit and the Condominium. All building code requirements must be complied with and necessary permits and approvals secured for any modifications. Notwithstanding the above, all Owners desiring to make any interior modifications or alterations to a Unit affecting the Common Elements or structure or load bearing portions of a Unit must make application to the ACC as described below in order for the ACC to make the determination of whether the ACC's approval is required.

Notwithstanding the above, if any Owner acquires an adjoining Unit, such Owner shall have the right (subject to the prior written approval of the Mortgagees of the Units involved) to remove all or any part of any intervening partition or to create doorways or other apertures therein, notwithstanding the fact that such partition may, in whole or part, be part of the Common Elements, so long as no portion of any structural or load bearing portions of the Unit(s) are materially weakened or removed and the ACC has approved the plans described above and no portion of any Common Elements is damaged, destroyed or endangered, other than that partition and any chutes, flues, ducts, conduits, wires or other apparatus contained therein which shall be relocated by such Owner if such facilities serve any other part of the Condominium. Notwithstanding the above, Declarant shall not be required to obtain any approvals under this Paragraph. The alterations permitted in this Paragraph shall not be deemed an alteration or relocation of boundaries between adjoining Units as defined in O.C.G.A. § 44-3-91.

(ii) Relocation of Boundaries. Boundaries between adjoining Units shall not be relocated; provided, however, Declarant shall have the right to relocate boundaries between Units owned by Declarant without the approval of the Board of Directors, and the Board of Directors shall execute the required amendment to the Declaration.

(d) Subdivision of Units. No Unit shall be subdivided into a smaller Unit or Units.

(e) Applications. Applications for approval of any such architectural modification shall be in writing and shall provide such information as the ACC may reasonably require. Once an application and all required information is received by the ACC, the ACC shall stamp the application as being complete and shall then forward to the applicant a written notice of application completion (the "Notice of Application Completion"). The ACC shall be the sole arbiter of such application and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction that is not in conformance with approved plans. The Board or ACC may publish written architectural standards for exterior and Common Element alterations or additions, and any request in substantial compliance therewith shall be approved; provided, however, each such requested change shall be in harmony with the external design of the existing buildings and Units and the location in relation to surrounding structures and topography of the vicinity.

In the event that the ACC fails to approve or to disapprove such application within forty-five (45) days after the date of the Notice of Application Completion, ACC approval will not be required and this Paragraph will be deemed complied with; provided, however, even if the requirements of this Paragraph are

satisfied, nothing herein shall authorize anyone to construct or maintain any structure or improvement that is otherwise in violation of the Declaration, the Bylaws, or the rules and regulations of the Association.

(f) Encroachments onto Common Elements. The ACC, subject to this Paragraph, may permit Owners to make encroachments onto the Common Elements as it deems acceptable.

(g) Condition of Approval. As a condition of approval for a requested architectural change, modification, addition, or alteration, an Owner, on behalf of him or herself and his or her successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement and insurance of such change, modification, addition, or alteration, unless otherwise agreed to in writing by the ACC. It is the responsibility of every Owner of a Unit to determine for him or herself what architectural modifications have been made to his or her Unit by any predecessor-in-interest. In the discretion of the Board or ACC, an Owner may be made to verify such condition of approval by written instrument in recordable form acknowledged by such Owner on behalf of him or herself and all successors-in-interest.

(h) Limitation of Liability. Review and approval of any application pursuant to this Paragraph is made on the basis of aesthetic considerations only, and neither Declarant, the Board of Directors nor the ACC shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, or for ensuring compliance with building codes and other governmental requirements. Neither Declarant, the Association, the Board of Directors, the ACC, or member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner or quality of approved construction on or modifications to any Unit.

(i) No Waiver of Future Approvals. Each Owner acknowledges that the members of the Board of Directors and ACC will change from time to time and that interpretation, application and enforcement of the architectural standards may vary accordingly. Each Owner further acknowledges that the Board of Directors and ACC may adopt different architectural standards for different parts of the condominium, based on street visibility and location of the proposed modification in the building. The approval of either the Board of Directors or the ACC of any proposals, plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Board of Directors, or the ACC shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

(j) Enforcement. Any construction, alteration, or other work done in violation of this Paragraph shall be deemed to be nonconforming. Upon written request from the Board or the ACC, Owners shall, at their own cost and expense, remove such construction, alteration, or other work and shall restore the property to substantially the same condition as existed prior to the construction, alteration, or other work. Should an Owner fail to remove and restore as required hereunder, the Board or its designees shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as existed prior to the construction, alteration or other work. All costs thereof, including reasonable attorneys' fees, may be assessed against the benefited Unit and collected as an assessment pursuant to this Declaration.

In addition to the foregoing, the Board of Directors shall have the authority and standing, on behalf of the Association, to impose reasonable fines and to pursue all legal and equitable remedies available to enforce the provisions of this Paragraph and its decisions. Furthermore, the Board shall have the authority to record in the Richmond County land records notices of violation of the provisions of this Paragraph.

If any Owner or Occupant makes any exterior change, alteration, or construction (including landscaping) upon the Common Elements or Limited Common Elements in violation of this Paragraph, he or she does so at his or her sole risk and expense. The Board may require that the change, alteration or construction be removed or that it remain on the Common Elements or Limited Common Elements without reimbursement to the Owner or Occupant for any expense he or she may have incurred in making the change, alteration or construction.

(k) Commencement of Construction. All changes, modifications and improvements approved by the ACC hereunder must be commenced within six (6) months from the date of approval. If not commenced within six (6) months from the date of such approval, then such approval shall be deemed revoked by the ACC, unless the ACC gives a written extension for commencing the work. All work approved by the ACC hereunder shall be completed in its entirety within ninety (90) days from the date of commencement, unless otherwise agreed in writing by the ACC. All approved changes, modifications, and improvements must be completed in their entirety. An Owner may not construct only a portion or part of an approved change, modification, or improvement.

#### 14. USE RESTRICTIONS.

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

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

(a) Use of Units. Each Unit shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Unit or any part of the Condominium, except that the Owner or Occupant residing in a Unit may conduct ancillary business activities within the Unit so long as:

(i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside of the Unit;

(ii) the business activity does not involve visitation of the Unit by employees, clients, customers, suppliers or other business invitees in greater volume than would normally be expected for guest visitation to a residential Unit without business activity;

(iii) the business activity is legal and conforms to all zoning requirements for the Condominium;

(iv) the business activity does not increase traffic in the Condominium in excess of what would normally be expected for residential Units in the Condominium without business activity (other than by a reasonable number of deliveries by couriers, express mail carriers, parcel delivery services and other such similar delivery services);

(v) the business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the Association's ability to obtain insurance coverage;

(vi) the business activity is consistent with the residential character of the Condominium and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Condominium, as determined in the Board's discretion; and

(vii) the business activity does not result in a materially greater use of common element facilities or Association services.

The terms "business" and "trade," as used herein, shall have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the use of a Unit by an on-site management agent operating on behalf of the Association shall not be considered a trade or business within the meaning of this Paragraph.

(b) Number of Occupants. The maximum number of Occupants in a Unit shall be limited to two (2) people per bedroom in the Unit, (as such bedrooms are depicted on the original Survey and Floor Plans filed in the Richmond County, Georgia records). This occupancy restriction shall not apply to require the removal of any person lawfully occupying a Unit on the date of the recording of this Declaration. Upon written application, the Board shall grant variances to this restriction to comply with provisions of the Fair Housing Amendments Act of 1988 or any amendments thereto.

If an Owner of a Unit is a corporation, partnership, trust or other legal entity not being a natural person, the entity shall designate in writing to the Board the name(s) of the person(s) who will occupy the Unit. The designated person(s) to occupy the Unit may not be changed more frequently than once every six (6) months without the express written consent of the Board as determined in the Board's sole discretion.

(c) Outbuildings. No structure of a temporary character, trailer, tent, shack, carport, garage, barn or other outbuilding shall be erected by any Owner or Occupant, other than Declarant, on any portion of the Condominium, at any time, either temporarily or permanently, without the prior written approval of the Board.

(d) Use of Common Elements Including Amenities. There shall be no obstruction of the Common Elements, nor shall anything be kept on, parked on, stored on or removed from any part of the Common Elements without the prior written consent of the Board, except as specifically provided herein. All Owners and Occupants are prohibited from using the detention pond area for any recreational purpose. With prior written Board approval, and subject to any restrictions imposed by the Board, an Owner may reserve portions of the Common Elements for use for a period of time as set by the Board. Any such Owner who reserves a portion of the Common Elements as provided herein shall assume, on behalf of him or herself and his or her guests, Occupants and family, all risks associated with the use of the Common Elements and all liability for any damage or injury to any person or thing as a result of such use. The Association shall not be liable for any damage or injury resulting from such use unless such damage or injury is caused solely by the willful acts or gross negligence of the Association, its agents or employees. There shall be no use of the roofs of the Condominium buildings by the Owners, their family members, guests, tenants, invitees, agents or contractors. The Association and its agents and contractors shall have access to the roofs for performing its maintenance and repair responsibility. There shall be no gardening or

landscaping on the Common Elements by Owners or Occupants without the prior written consent of the Board. This subparagraph shall not apply to Declarant, for so long as Declarant shall own a Unit for sale.

(e) Use of Limited Common Elements, Storage Spaces and Patios. Except as otherwise provided herein, the use of the Limited Common Elements assigned to the Units is restricted exclusively to the Owners of the Unit to which such Limited Common Elements are assigned, and said Owner's family members, guests, tenants and invitees. The Limited Common Elements are reserved for exclusive use, but shall not be construed or interpreted to be separate and apart from the Common Elements in general, and the restrictions applicable to the Common Elements shall also apply to the Limited Common Elements.

(i) Storage Spaces. Storage spaces shall be used solely for the purpose of storing any personal property belonging to the Owner or Occupant of the Unit to which such storage space is assigned as a Limited Common Element. No Owner or Occupant shall store any explosives, or any flammable, odorous, noxious, corrosive, hazardous or pollutant materials or any other goods in the space that would cause danger or nuisance to the storage space or the Condominium. The storage space shall not be used for any purposes unlawful or contrary to any ordinance, regulation, fire code, or health code. If hazardous substances are stored, used, generated or disposed of on or in the storage space or if the storage space becomes contaminated in any manner for which the Owner or Occupant thereof is legally liable, Owner or Occupant shall indemnify and hold harmless Declarant, Association and Board of Directors from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses and any and all sums paid from settlement of claims, attorneys' fees, consultant and expert fees, arising as a result of that contamination by Owner or Occupant.

(ii) Patios. No objects other than potted plants and patio furniture shall be placed on a patio. This prohibition applies to objects such as, but not limited to, grills, umbrellas, bicycles, laundry garments, towels and objects other than potted plants and patio furniture, except as may be authorized by the Board. Objects shall not be permitted to hang over or be attached to any exterior patio wall or to otherwise protrude outside of the vertical plane formed by the exterior surface of the patio wall. Penetration of the surfaces of a patio wall or floor is prohibited. Enclosure of a patio is also prohibited. As used herein, "enclosure" shall mean the permanent enclosure of a patio into the heated and cooled space within the boundaries of a Unit.

(f) Prohibition of Damage, Nuisance and Noise. Without the prior written consent of the Board of Directors, nothing shall be done or kept on the Condominium, or any part thereof, which would increase the rate of insurance on the Condominium or any Unit or part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirements of any governmental body, or which would increase the Common Expenses.

The Units in the Condominium are built in close proximity to one another, resulting in the sharing of common walls, floors and ceilings. As a result, noise and vibration may be detectable between Units or between Units and the Common Elements. Therefore, an Owner or Occupant shall not conduct activities within a Unit or use a Unit in a manner that interferes with or causes disruption to the use and quiet enjoyment of another Unit by its respective Owner and Occupant.

Furthermore, noxious, destructive or offensive activity shall not be carried on within any portion of the Condominium. No Owner or Occupant of a Unit may use or allow the use of the Unit or any portion of the Condominium at any time, in any way or for any purpose which may endanger the health, unreasonably annoy or disturb or cause embarrassment, or discomfort to other Owners or Occupants, or in such a way as to constitute, in the sole opinion of the Board of Directors, a nuisance. In addition, no Owner or Occupant of a Unit may use or allow the use of a Unit or the Common Elements in any manner which creates

disturbing noises, including, without limitation, use of stereo speakers or equipment that will in the sole discretion of the Board of Directors interfere with the rights, comfort or convenience of the other Owners or Occupants. Nothing herein, however, shall be construed to affect the rights of an aggrieved Owner to proceed individually for relief from interference with his or her property or personal rights.

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

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

(g) Firearms and Fireworks. The display or discharge of firearms or fireworks on the Common Elements or Limited Common Elements is prohibited; provided, however, the display of lawful firearms on the Common Elements or Limited Common Elements is permitted by law enforcement officers and also is permitted for the limited purpose of transporting the firearms across the Common Elements or Limited Common Elements to or from the Owner's Unit. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size. The term "fireworks" shall include those items as listed in O.C.G.A. § 25-10-1, as amended.

(h) Animals. No Owner or Occupant may keep any animal on any portion of the Condominium except as expressly permitted in this subparagraph. An Owner or Occupant may keep no more than a total of two (2) dogs and/or cats per Unit and a reasonable number of other generally recognized household pets, as determined in the Board's sole discretion, weighing less than two (2) pounds each (including by way of illustration, but not limitation, fish, gerbils and small birds).

No Owner or Occupant may keep, breed or maintain any pet for any commercial purpose, and no structure for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the Common Elements, including Limited Common Elements, without prior written ACC approval. No pets are allowed on any portion of the Common Elements except for the designated dog walk area, if any; provided, however, an Owner or Occupant may walk a pet across the Common Elements to reach such dog walk area, if any, or to enter or exit the Condominium property. Notwithstanding the foregoing, pets must be kept on a leash and be under the physical control of a responsible person at all times while on the Common Elements, but excluding the Limited Common Elements. Feces left upon the Common Elements by pets must be immediately removed by the owner of the pet or the person responsible for the pet.

No potbellied pigs, *venomous* snakes, pit bulldogs, Rotweillers, or Doberman Pinschers, may be brought onto or kept on the Condominium at any time. In addition, other animals determined in the Board's sole discretion to be dangerous shall not be brought onto or kept on the Condominium at any time. The Board may require that any pet that, in the Board's opinion, endangers the health of any Owner or Occupant or creates a nuisance or unreasonable disturbance, be permanently removed from the Condominium upon seven (7) days written notice. If the Owner or Occupant fails to do so, the Board may remove the pet. The Board may remove any pet, which, in the Board's sole discretion, presents an immediate danger to the health, safety or property of any community member, without prior notice to the pet's owner.

Any Owner or Occupant who keeps or maintains any pet upon the Condominium shall be deemed to have agreed to indemnify and hold the Association, its directors, officers, and agents free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium.

(i) Parking. Assigned parking spaces are designated Limited Common Elements and may only be used by the Owner or Occupants to whom the parking spaces are assigned, and their guests and families.

For so long as Declarant owns a Unit primarily for the purpose of sale, Declarant may sell more parking spaces (which parking spaces shall thereafter be Limited Common Elements appurtenant to the Unit to which they have been sold) to an Owner and may adopt rules regulating the use of unassigned parking spaces.

Vehicles permitted under this subparagraph may be parked only in designated, lined parking spaces or other areas authorized in writing by the Board.

Disabled and stored vehicles are prohibited from being parked on the Condominium. For purposes hereof, a vehicle shall be considered "disabled" if it does not have a current license tag or is obviously inoperable. A vehicle shall be considered "stored" if it remains on the Condominium without being driven for fourteen (14) consecutive days or longer without prior written Board permission.

Boats, trailers, jet-skis and trailers for same, panel trucks, buses, trucks with a load capacity of one (1) ton or more, vans (excluding vans used by handicapped persons, mini-vans or sport utility vehicles used as passenger vehicles and receiving a "car" or "passenger vehicle" classification by the Georgia Department of Motor Vehicles), recreational vehicles (RVs and motor homes), vehicles used primarily for commercial purposes, and vehicles with commercial writings on their exteriors other than Sheriffs, Marshals, or police officers' vehicles marked as such, are also prohibited from being parked on the Condominium, except in areas, if any, that may be designated by the Board as parking areas for particular types of vehicles. Notwithstanding the above, trucks, vans, commercial vehicles and vehicles with commercial writings on their exteriors shall be allowed temporarily on the Common Elements during normal business hours for the purpose of serving any Unit or the Common Elements; provided, however, no such vehicle shall remain on the Common Elements overnight or for any purpose unless prior written consent of the Board is first obtained.

If any vehicle is parked on any portion of the Condominium in violation of this Paragraph or in violation of the Association's rules and regulations, the Board or agent of the Association may place a notice on the vehicle specifying the nature of the violation and stating that after twenty-four (24) hours the vehicle may be towed or booted. The notice shall include the name and telephone number of the person or entity that will do the towing or booting and the name and telephone number of a person to contact regarding the alleged violation. If twenty-four (24) hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within six (6) months of such notice, the Board or agent of the Association may have the vehicle towed or booted in accordance with the notice, without further notice to the Owner or user of the vehicle.

If a vehicle is parked in a fire lane, is blocking another vehicle or access to another Owner's Unit or parking space, is obstructing the flow of traffic, is parked on any grassy area, is parked in a parking space which has been assigned as exclusively serving another Unit, or otherwise creates a hazardous condition, no notice shall be required and the Board or agent of the Association may have the vehicle towed immediately. If a vehicle is towed in accordance with this subparagraph, neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage as a result of the towing activity.



Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow or boot.

(j) Heating of Units in Colder Months. In order to prevent breakage of water pipes during colder months of the year resulting in damage to any portion of the Condominium, increased Common Expenses, and increased insurance premiums or cancellation of insurance policies due to numerous damage claims, the thermostats within the Units shall be maintained with the heat in an "on" position and at a minimum temperature setting of fifty-five degrees (55°) Fahrenheit (except during power failures or periods when heating equipment is broken) whenever the temperature is forecasted to or does reach thirty-two degrees (32°) Fahrenheit or below. Owners and Occupants of Units shall take all steps possible on a timely basis to keep heating equipment, including, but not limited to, the thermostat, in good working order and repair. The Board of Directors may fine any Owner or Occupant and/or may cause the water service to the violator's Unit to be discontinued for violation of this subparagraph, in addition to any other remedies of the Association.

(k) Signs. Except as may be provided for herein or as may be required by legal proceedings, and except for signs which may be erected by Declarant related to the development and sale of Units, no signs, advertising posters, flyers, political placards or billboards of any kind shall be erected, placed, or permitted to remain on the Condominium without the prior written consent of the Board or its designee, except that one (1) professional security sign not to exceed six inches (6") by six inches (6") in size may be displayed from within a Unit, and one (1) professionally lettered "For Rent" or "For Sale" sign not to exceed two feet (2') by two feet (2') in size may be displayed from within a Unit being offered for sale or for lease. The Board also shall have the authority to adopt regulations permitting temporary signs on the front door of a Unit announcing births, birthdays or other events for limited periods of time. The Board shall have the right to erect reasonable and appropriate signs on behalf of the Association.

(l) Rubbish, Trash, and Garbage. All rubbish, trash, and garbage shall be regularly removed from the Unit and shall not be allowed to accumulate therein. No garbage or trash shall be placed on the Common Elements or Limited Common Elements outside the Unit, temporarily or otherwise, except in trash dumpsters or compactor. Rubbish, trash, and garbage shall be disposed of in sealed bags and either placed in the trash dumpsters or compactor, or proper receptacles designated by the Board for collection or removed from the Condominium.

(m) Unightly or Unkempt Conditions. The pursuit of hobbies or other activities, including, but not limited to the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Condominium. Clothing, bedding, rugs, mops, appliances, indoor furniture, and other household items shall not be placed or stored outside the Unit.

(n) Garage Sales. Garage sales, yard sales, flea markets, or similar activities are prohibited unless approved in writing by the Board of Directors.

(o) Window Treatments. The color of all window treatments visible from outside the Unit must be white or off-white. Bed sheets shall not be used as window treatments.

(p) Antennas and Satellite Dishes. Except as provided below, no satellite dish, antenna or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained on any portion of the Condominium, including the Unit or Limited Common Elements; provided, however, the Association

shall have the right to erect, construct and maintain such devices. The following shall apply to all Owners:

(i) No transmission antenna, of any kind, may be erected anywhere on the Condominium, including the Units, without written approval of the Board of Directors or the Architectural Control Committee.

(ii) No direct broadcast satellite (DBS) antenna or multi-channel multi-point distribution service (MMDS) antenna larger than one meter in diameter shall be placed, allowed or maintained upon the Condominium, including the Units and the Limited Common Elements.

(iii) DBS and MMDS satellite dishes or antennas one meter or less in diameter and television broadcast service antennas may only be installed in accordance with Federal Communication Commission (FCC) rules and the rules and regulations of the Association, both as may be amended from time to time.

In the event of a transfer of the Unit which includes a satellite dish or antenna, the Grantee shall assume all responsibility for the satellite dish or antenna and shall comply with this Declaration, the Bylaws and the rules and regulations regarding satellite dishes and antennas, including, but not limited to, those requirements relating to maintenance and removal of satellite dish or antenna.

(q) Grilling. The use of outdoor grills on any portion of the Condominium buildings, including, without limitation, a patio, shall be governed by applicable state laws and local ordinances having jurisdiction over the Condominium.

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

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

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

(s) Replacing Carpet with Tile or Hardwood Floors. Other than Declarant, no Owner, Occupant, or any other person may replace carpeting with a tile, marble, vinyl, hardwood floor, or other hard surfaced flooring material, on the interior floor of a Unit which is located immediately above another Unit without first obtaining written approval of Declarant or the Architectural Control Committee, as applicable, as set forth in Paragraph 13. Among other factors, Declarant or the Architectural Control Committee, as applicable, may consider whether the change will cause noise to any Unit below which will

exceed the average noise level in Units below Units with carpeted floors and that the weight of such proposed flooring is appropriate and will not cause problems to the structure or subflooring.

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

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

(u) Life-Safety Systems. Owners and Occupants shall not tamper with or disengage any portion of the life-safety systems that serve the Condominium including, without limitation, any sprinkler heads and all branch and feed lines that support such sprinkler heads, and all fire control devices (such as smoke detectors and call boxes), regardless of whether such items are located within the boundaries of a Unit.

## 15. LEASING.

In order to preserve the character of the Condominium as predominantly owner-occupied, and to comply with the eligibility requirements for financing in the secondary mortgage market, the leasing of Units shall be governed by the restrictions imposed by this Paragraph. Except as provided herein, the leasing of Units shall be prohibited. "Leasing," for the purposes of this Declaration, is defined as regular, exclusive occupancy of a Unit by any Person other than the Owner. For purposes hereof, occupancy by a roommate of an Owner who occupies the Unit as such Owner's primary residence shall not constitute Leasing hereunder.

(a) General. Owners desiring to lease their Units may do so only if they have applied for and received from the Board of Directors either a "Leasing Permit" or a "Hardship Leasing Permit." Such a permit, upon its issuance, will allow an Owner to lease his or her Unit provided that such Leasing is in strict accordance with the terms of the permit and this Paragraph. The Board of Directors shall have the authority to establish conditions as to the duration and use of such permits consistent with this Paragraph. All Leasing Permits and Hardship Leasing Permits shall be valid only as to a specific Owner and Unit and shall not be transferable between either Units or Owners, but shall be transferable to successors in title to the same Unit.

(b) Leasing Permits. An Owner's request for a Leasing Permit shall be approved if current, outstanding Leasing Permits have not been issued for more than twenty-five percent (25%) of the total number of Units (excluding Units owned by Declarant) in the Condominium. A Leasing Permit shall be automatically revoked upon the happening of any of the following events: (i) the failure of an Owner to lease his or her Unit within one hundred eighty (180) days of the Leasing Permit having been issued;

(ii) the failure of an Owner to have his or her Unit leased for any consecutive one hundred eighty (180) day period thereafter; or (iii) the occurrence of the date referenced in a written notification by the Owner to the Association that the Owner will, as of said date, no longer need the Leasing Permit. If current Leasing Permits have been issued for more than twenty-five percent (25%) of the total number of Units (excluding Units owned by Declarant), no additional Leasing Permits shall be issued (except for Hardship Leasing Permits) until the number of outstanding current Leasing Permits falls below twenty-five percent (25%) of the total number of Units (excluding Units owned by Declarant) in the Condominium. Owners who have been denied a Leasing Permit shall automatically be placed on a waiting list for a Leasing Permit and shall be issued the same if they so desire when the number of current outstanding Leasing Permits issued falls to twenty-five percent (25%) or less of the total number of Units (excluding Units owned by Declarant) in the Condominium. The issuance of a Hardship Leasing Permit to an Owner shall not cause the Owner to be removed from the waiting list for a Leasing Permit.

(c) Hardship Leasing Permits. If the failure to lease will result in a hardship, the Owner may seek to lease on a hardship basis by applying to the Board of Directors for a Hardship Leasing Permit. The Board of Directors shall have the authority to issue or deny requests for Hardship Leasing Permits in its discretion after considering the following factors: (i) the nature, degree, and likely duration of the hardship, (ii) the harm, if any, which will result to the Condominium if the permit is approved, (iii) the number of Hardship Leasing Permits which have been issued to other Owners, (iv) the Owner's ability to cure the hardship, and (v) whether previous Hardship Leasing Permits have been issued to the Owner. A "hardship" as described herein shall include, but not be limited to the following situations: (A) an Owner must relocate his or her residence outside the greater Atlanta metropolitan area and cannot, within six (6) months from the date that the Unit was placed on the market, sell the Unit except at a price below the current appraised market value, after having made reasonable efforts to do so; (B) where the Owner dies and the Unit is being administered by his or her estate; and (C) the Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Unit. Hardship Leasing Permits shall be valid for a term not to exceed one (1) year. Owners may apply for additional Hardship Leasing Permits. Hardship Leasing Permits shall be automatically revoked if during the term of the permit, the Owner is approved for and receives a Leasing Permit.

(d) Leasing Provisions. Leasing which is authorized, pursuant to permit, hereunder shall be governed by the following provisions:

(i) Notice. At least seven (7) days prior to entering into the lease of a Unit, the Owner shall provide the Board with a copy of the proposed lease agreement. The Board shall approve or disapprove the form of said lease. In the event a lease is disapproved, the Board shall notify the Owner of the requisite action to be taken in order to bring the lease in compliance with the Declaration and any rules and regulations adopted pursuant thereto.

(ii) General. Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. All leases shall be in writing and in a form approved by the Board prior to the effective date of the lease. The Board may maintain and, upon request, provide a form that is deemed acceptable. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than one (1) year, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Within ten (10) days after executing a lease agreement for the lease of a Unit, the Owner shall provide the Board with a copy of the lease and the name of the lessee and all other people occupying the Unit. The Owner must provide the lessee copies of the Declaration, Bylaws, and the rules and regulations. Nothing herein shall be construed as giving the Association the right

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

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

(A) Compliance with Declaration, Bylaws, and Rules and Regulations. The lessee shall comply with all provisions of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto and shall control the conduct of all other Occupants and guests of the leased Unit in order to ensure such compliance. The Owner shall cause all Occupants of his or her Unit to comply with the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations by such Occupants, notwithstanding the fact that such Occupants of the Unit are fully liable and may be sanctioned for any such violation. If the lessee, or a person living with the lessee, violates the Declaration, Bylaws, or a rule or regulation for which a fine is imposed, notice of the violation shall be given to the Owner and the lessee, and such fine may be assessed against the lessee in accordance with Article V of the Bylaws. If the fine is not paid by the lessee within the time period set by the Board, the Owner shall pay the fine upon notice from the Association of the lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the Unit.

Any violation of the Declaration, Bylaws, or rules and regulations adopted pursuant thereto by the lessee, any Occupant, or any guest of lessee, is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Georgia law. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, including the power and authority to evict the lessee as attorney-in-fact on behalf and for the benefit of the Owner, in accordance with the terms hereof. If the Association proceeds to evict the lessee, any costs, including reasonable attorneys' fees actually incurred and court costs associated with the eviction shall be an assessment and lien against the Unit.

(B) Use of Common Elements. The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Elements, including but not limited to, the use of any and all recreational facilities and other amenities.

(C) Liability for Assessments. When an Owner who is leasing his or her Unit fails to pay any annual or special assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Board, lessee shall pay to the Association all unpaid annual and special assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by lessee. However, lessee need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at

the time of the Board's request. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If lessee fails to comply with the Board's request to pay assessments or other charges, lessee shall pay to the Association all amounts authorized under the Declaration as if lessee were an Owner. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

(e) Masters Lease Exception. Notwithstanding anything to the contrary in this Paragraph 15, during the period commencing five (5) days before the date of the first scheduled competitive round of the annual Masters Tournament (golf) and terminating two (2) days after the date of the final scheduled competitive round of said tournament, Owners may lease their Units during such period and there shall be no minimum lease term or requirement to obtain a Leasing Permit, provided, however, no Unit may be leased for more than eight (8) days during said period and the leases shall otherwise comply with the provisions of this Paragraph 15

(f) Applicability of this Paragraph. Notwithstanding the above, this Paragraph shall not apply to any leasing transaction entered into by Declarant (regardless of whether said lease is entered into prior to or after the expiration of Declarant's right to appoint and remove officers and directors of the Association pursuant to Article III, Part A, Section 2 of the Bylaws), the Association, or the holder of any first Mortgage on a Unit who becomes the Owner of a Unit through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such Mortgage. Such parties shall be permitted to lease a Unit without first obtaining a permit in accordance with this Paragraph, and such Units shall not be considered as being leased in determining the maximum number of Units that may be leased in accordance with this Paragraph.

#### 16. SALE OF UNITS.

An Owner intending to make a transfer or sale of a Unit or any interest in a Unit shall give written notice to the Board of Directors of such intention within seven (7) days after execution of the transfer or sales documents. The Owner shall furnish to the Board as part of the notice (i) the name and address of the intended grantee; and (ii) such other information as the Board may reasonably require. This Paragraph shall not be construed to create a right of first refusal in the Association or in any third party.

In addition, a non-refundable contribution to the working capital fund of the Association shall be paid to the Association by the purchaser of a Unit at the closing of each sale or resale of a Unit in the amount of two (2) months of the general assessment charges to such Unit in accordance with Paragraph 10(i) hereof.

Within seven (7) days after receiving title to a Unit, the purchaser of the Unit shall give written notice to the Board of Directors of his or her ownership of the Unit. Upon failure of an Owner to give the required notice within the seven (7) day time period provided herein, the Board may levy fines against the Unit and the Owner thereof, and assess the Owner for all costs incurred by the Association in determining his or her identity.

#### 17. MAINTENANCE RESPONSIBILITY.

(a) By the Owner. Each Owner shall have the obligation to maintain and keep in good repair all portions of his or her Unit, and patios assigned to such Owner's Unit as a Limited Common Element and all improvements made by the Owner to the Limited Common Elements assigned to the Unit except any

portion of a Unit which is expressly made the maintenance obligation of the Association as set forth in subparagraph (b) below. This maintenance responsibility shall include, but not be limited to the following: all glass surfaces (excluding exterior cleaning), windows, window frames (except for periodic painting, staining and/or cleaning of the exterior window frames), casings and locks (including caulking of windows); all doors, doorways, door frames, and hardware that are part of the entry system of the Unit (except for periodic painting, staining and/or cleaning of the exterior surface of entry doors and door frames facing the hallway of the Condominium); all portions of the heating and air conditioning system, including the air conditioning compressor and the fan coil serving the Unit; and all pipes, lines, ducts, conduits, or other apparatus which serve only the Unit, whether located within or without a Unit's boundaries (including all electricity, water, sewer, or air conditioning pipes, lines, ducts, conduits, or other apparatus serving only the Unit).

In addition, each Owner shall have the responsibility:

(i) To keep in a neat, clean and sanitary condition any Limited Common Elements serving his or her Unit.

(ii) To perform his or her responsibility in such manner so as not to unreasonably disturb other persons in other Units.

(iii) To promptly report to the Association or its agent any defect or need for repairs, for which the Association is responsible.

(iv) To pay for the cost of repairing, replacing or cleaning up any item which is the responsibility of the Owner but which responsibility such Owner fails or refuses to discharge (which the Association shall have the right, but not the obligation, to do), or to pay for the cost of repairing, replacing, or cleaning up any item which, although the responsibility of the Association, is necessitated by reason of the willful or negligent act of the Owner, his or her family, tenants or guests, with the cost thereof to be added to and become part of the Owner's next chargeable assessment.

(b) By the Association. The Association shall maintain and keep in good repair as a Common Expense the "Area of Common Responsibility," which includes the following:

(i) all Common Elements, including any Limited Common Elements, but excluding all improvements made to such Limited Common Elements and patios assigned as Limited Common Elements; provided, however, the cost of maintenance and repair of Limited Common Elements may be assessed against the Owner to whom the Limited Common Element is assigned under Paragraph 8(b)(i);

(ii) periodic cleaning of exterior window surfaces on a schedule to be determined by the Board of Directors; and

(iii) life safety (including, but not limited to, interior sprinkler systems) and building systems.

Subject to the maintenance responsibilities herein provided, any maintenance or repair performed on or to the Common Elements by an Owner or Occupant which is the responsibility of the Association hereunder (including, but not limited to landscaping of Common Elements) shall be performed at the sole

expense of such Owner or Occupant, and the Owner or Occupant shall not be entitled to reimbursement from the Association even if the Association accepts the maintenance or repair.

The Association shall repair incidental damage to any Unit resulting from performance of work that is the responsibility of the Association. As finish levels can have varying degrees, such repairs will be complete only to the extent of being "paint-ready". Such repair and subsequent cleaning shall be performed based on a reasonableness standard. In performing its responsibilities hereunder, the Association shall have the authority to delegate to such persons, firms or corporations of its choice, such duties as are approved by the Board of Directors.

The Association shall not be liable for injury or damage to person or property caused by the elements or by the Owner of any Unit, or any other person, or resulting from any utility, rain, snow or ice which may leak or flow from any portion of the Common Elements or from any pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain hereunder, except for injuries or damages arising after the Owner of a Unit has put the Association on notice of a specific leak or flow from any portion of the Common Elements and the Association has failed to exercise due care to correct the leak or flow within a reasonable time thereafter. The Association shall not be liable to the Owner of any Unit or such Owner's Occupant, guest, or family, for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Common Elements. The Association shall not be liable to any Owner, or any Owner's Occupant, guest or family for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Paragraph where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

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

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

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



(d) Measures Related to Insurance Coverage.

(i) The Board of Directors, upon resolution, shall have the authority to require all or any Owner(s) to do any act or perform any work involving portions of the Condominium which are the maintenance responsibility of the Owner, which will, in the Board's sole discretion, decrease the possibility of fire or other damage in the Condominium, reduce the insurance premium paid by the Association for any insurance coverage or otherwise assist the Board in procuring or maintaining such insurance coverage. This authority shall include, but need not be limited to, requiring Owners to install and maintain smoke detectors, requiring Owners to certify that they have checked the batteries for their smoke detectors, requiring Owners to allow the Association to inspect the smoke detectors and replace batteries if needed on a schedule to be determined by the Board of Directors, requiring Owners to make improvements to the Owner's Unit, and such other measures as the Board may reasonably require so long as the cost of such work does not exceed Three Hundred Dollars (\$300) per Unit in any twelve (12) month period.

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

(e) Mold and/or Mildew. Mold and/or mildew can grow in any portion of the Condominium that is exposed to elevated levels of moisture. The Association and each Owner agree to: (i) regularly inspect the parts of the Condominium that they respectively maintain, and which are visible and accessible without having to first conduct invasive testing, for the existence of mold, mildew, and/or water intrusion (except when the water intrusion is part of the normal functioning of improvements and appliances such as showers, sinks, dishwashers, and other similar appliances and improvements) and/or damage; (ii) upon discovery, immediately repair in a good and workmanlike condition the source of any water intrusion in the parts of the Condominium that they respectively maintain; (iii) remediate or replace any building material located in the parts of the Condominium that they respectively maintain that has absorbed water or moisture as a result of water intrusion; and (iv) promptly and regularly remediate all mold and/or mildew discovered in the parts of the Condominium that they respectively maintain in accordance with current industry-accepted methods. In addition, the Association agrees to notify the Owners, and each Owner agrees to notify the Association of the discovery of mold, mildew, and/or water intrusion and/or damage in the parts of the Condominium that they respectively maintain. Each Owner further agrees not to block or cover any of the heating, ventilation or air-conditioning ducts located in the Unit.

Notwithstanding anything to the contrary herein, Declarant shall have no obligation to perform any invasive testing or inspections, maintenance or repairs in accordance with this subparagraph 17(e), and shall not be held liable for any loss or damage caused by the failure of the Association or an Owner to perform their obligations herein.

18. MORTGAGEE'S RIGHTS.

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

- (i) by act or omission seek to abandon or terminate the Condominium;
- (ii) change the pro rata interest or obligations of any individual Unit for the purpose of (A) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (B) determining the pro rata share of ownership of each Unit in the Common Elements;
- (iii) partition or subdivide any Unit in any manner inconsistent with the provisions of this Declaration;
- (iv) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Elements (the granting of easements or licenses, as authorized herein, shall not be deemed a transfer within the meaning of this clause); or
- (v) use hazard insurance proceeds for losses to any portion of the Condominium (whether to Units or to Common Elements) for other than the repair, replacement, or reconstruction of such portion of the Condominium.

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

(b) Where the Mortgagee holding a first Mortgage of record, a secondary purchase money Mortgage of record (provided that neither the grantee nor any successor grantee on the secondary purchase money Mortgage is the seller of the Unit) or other purchaser of a Unit obtains title pursuant to judicial or nonjudicial foreclosure of the Mortgage, it shall not be liable, nor shall the Unit be subject to a lien, for the share of the Common Expenses or assessments by the Association chargeable to such Unit which became due prior to such acquisition of title. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from Owners of all the Units, including such acquirer, its successors and assigns. Additionally, such acquirer shall be responsible for all charges accruing subsequent to the passage of title, including, but not limited to, all charges for the month in which title is passed.

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

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

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

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

(d) Upon written request to the Association, identifying the name and address of the holder and the Unit number or address, any Eligible Mortgage Holder, or insurer or guarantor of a first mortgage on a Unit, will be entitled to timely written notice of:

(i) any proposed amendment of the Condominium Instruments effecting a change in (a) the boundaries of any Unit or the exclusive easement rights appertaining thereto; (b) the interests in the Common Elements or Limited Common Elements appertaining to any Unit or the liability for Common Expenses appertaining thereto; (c) the number of votes in the Association appertaining to any Unit; or (d) the purposes to which any Unit or the Common Elements are restricted;

(ii) any proposed termination of the Condominium;

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

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

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

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

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

(f) Notwithstanding anything to the contrary herein contained, the provisions of Paragraphs 15 and 16 governing leasing and sales of units, respectively, shall not apply to impair the right of any first Mortgagee to:

(i) foreclose or take title to a Unit pursuant to remedies contained in its Mortgage; or

(ii) take a deed or assignment in lieu of foreclosure; or

(iii) sell, lease, or otherwise dispose of a Unit acquired by the Mortgagee.

(g) No Priority. No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of the first mortgagee of any Unit in the case of

distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Elements.

(h) Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of any mortgagee encumbering such Owner's Unit.

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

(j) Construction of this Paragraph. Nothing contained in this Paragraph shall be construed to reduce the percentage vote that must otherwise be obtained under the Condominium Instruments or Georgia law for any of the actions set forth in this Paragraph.

## 19. GENERAL PROVISIONS.

(a) SECURITY. THE ASSOCIATION OR DECLARANT MAY, BUT SHALL NOT BE REQUIRED TO, FROM TIME TO TIME, PROVIDE MEASURES OR TAKE ACTIONS WHICH DIRECTLY OR INDIRECTLY IMPROVE SECURITY ON THE CONDOMINIUM; HOWEVER, EACH OWNER, FOR HIM OR HERSELF AND HIS OR HER TENANTS, GUESTS, LICENSEES, AND INVITEES, ACKNOWLEDGES AND AGREES THAT NEITHER THE ASSOCIATION NOR DECLARANT IS A PROVIDER OF SECURITY AND NEITHER PARTY SHALL HAVE A DUTY TO PROVIDE SECURITY ON THE CONDOMINIUM. FURTHERMORE, THE ASSOCIATION DOES NOT GUARANTEE THAT NON-OWNERS AND NON-OCCUPANTS WILL NOT GAIN ACCESS TO THE CONDOMINIUM AND COMMIT CRIMINAL ACTS ON THE CONDOMINIUM NOR DOES THE ASSOCIATION GUARANTEE THAT CRIMINAL ACTS ON THE CONDOMINIUM WILL NOT BE COMMITTED BY OTHER OWNERS OR OCCUPANTS. IT SHALL BE THE RESPONSIBILITY OF EACH OWNER TO PROTECT HIS OR HER PERSON AND PROPERTY AND ALL RESPONSIBILITY TO PROVIDE SUCH SECURITY SHALL LIE SOLELY WITH EACH OWNER. NEITHER DECLARANT NOR THE ASSOCIATION SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF MEASURES UNDERTAKEN.

(b) Dispute Resolution. Prior to filing a lawsuit against the Association, the Board, or any officer, director, or property manager of the Association, an Owner or Occupant must request and attend a hearing with the Board of Directors. Any such request shall be in writing and shall be personally delivered to any member of the Board of Directors or the property manager, if any, of the Association. The Owner or Occupant shall, in such request and at the hearing, make a good faith effort to explain the grievance to the Board and resolve the dispute in an amicable fashion, and shall give the Board a reasonable opportunity to address the Owner or Occupant's grievance before filing suit. Upon receiving a request for a hearing, the Board shall give notice of the date, time and place of the hearing to the person requesting the hearing. The Board shall schedule this hearing for a date not less than seven (7) or more than twenty-one (21) days from the date of receipt of the request.

(c) Parking Spaces, Vehicles and Storage Spaces. Neither Declarant nor the Association shall be held liable for any loss or damage arising from theft, vandalism, malicious mischief, or any loss or damage resulting from water or acid damage, to any property placed or kept in any parking space or storage

space in the Condominium. Each Owner or Occupant with use of a parking space or storage space who places or keeps a vehicle and/or any personal property in the vehicle, parking space or storage space does so at his or her own risk.

(d) Unit Keys. At the request of the Association, each Owner, by acceptance of a deed to a Unit, agrees to provide the Association with a key to the Unit (and the security alarm code, if any) to be used by the Association for maintenance, emergency, security or safety purposes as provided in subparagraph 9(a) of this Declaration (and for pest control, if necessary, as provided in subparagraph 21(e) of this Declaration). Neither Declarant nor the Association shall be liable for any loss or damage due to its holding such key, or use of such key for the purposes described above and each Owner shall indemnify and hold harmless Declarant, the Association and its officers and directors against any and all expenses, including attorneys' fees, reasonably incurred by or imposed upon Declarant, the Association or its officers or directors in connection with any action, suit, or other proceeding (including settlement of any such action, suit or proceeding) brought by the Owner or the Owner's family, tenants, guests, employees, invitees, or licensees against Declarant, the Association, its officers or directors arising out of or relating to its holding or use of such key for the purposes described above.

(e) Right of Action. All Owners hereby acknowledge and agree that the Association shall not be entitled to institute any legal action against anyone on behalf of any or all of the Owners which is based on any alleged construction defect (as such term is defined in O.C.G.A. § 8-2-36) in any Unit, the Common Elements or the Limited Common Elements, or any damage allegedly sustained by any Owner by reason thereof, except the Association may bring an action against a Contractor to recover damages resulting from construction defects in any of the Common Elements or Limited Common Elements. Such action may be maintained only after:

(i) The Association first obtains the written approval of each Owner whose interest in the Common Elements or Limited Common Elements will be the subject of the action;

(ii) A vote or written agreement of the Owners to which at least a majority of the votes of the members of the Association are allocated;

(iii) The Board and the Contractor have met in person and conferred in a good faith attempt to resolve the Association's claim or Contractor has definitively declined or ignored the requests to meet with the Board; and

(iv) The Association has otherwise satisfied all of the pre-action requirements for a claimant to commence an action as set forth in O.C.G.A. § 8-2-35, et seq.

Notwithstanding the above, once the Declarant no longer has the right to appoint and remove directors and officers, as set forth in Article III, Part A, Section 2 of the Bylaws, the Association's Board of Directors may negotiate the resolution of any alleged defect(s) in the Common Elements or Limited Common Elements on behalf of the Owners and shall have the right and authority to settle and release on behalf of any and all of the Owners claims, causes of action, damages and suits involving the same. Any such settlement and release shall bind all Owners and their successors and assigns. As set forth in Paragraph 22 hereof, no amendment to this Declaration shall (i) modify, alter, or delete any provision of this Declaration that benefits the Declarant or any rights, privileges, easements, protections, or defenses of the Declarant; or (ii) alter the rights of the Owners or the Association in relationship to the Declarant, without the written consent of the Declarant attached to and recorded with such amendment.

(f) Successor Declarants. Any successor to Declarant shall not be responsible or subject to liability by operation of law or through the purchase of Declarant's interest in the Condominium or any

respective Units; (ii) to the right of the Association to control the use and enjoyment of the Common Elements as provided by the terms of this Declaration including, but not limited to, the right of the Association to suspend voting and use privileges as provided herein; and (iii) the right of the Association to have access to the Units and Limited Common Elements assigned to a Unit to discharge its rights and obligations, under the Condominium Instruments, including without limitation, the maintenance responsibility of the Association.

(b) Support. Every portion of a Unit and all Limited Common Elements contributing to the support of an abutting Unit shall be burdened with a non-exclusive easement of support for the benefit of such abutting Unit.

(c) Encroachments. The Units and Common Elements shall be subject to non-exclusive easements of encroachment as set forth in the Act.

(d) Utilities. To the extent that the sprinkler system or any utility line, pipe, wire, or conduit serving any Unit, Units or the Common Elements shall lie wholly or partially within the boundaries of another Unit or the Common Elements, such other Unit, Units, or the Common Elements shall be burdened with a non-exclusive easement for the use, maintenance, repair and replacement of such sprinkler system, utility line, pipe, wire or conduit, such non-exclusive easement to be in favor of the Unit, Units, or Common Elements served by the same and the Association. It shall be the obligation of the benefited Owner to maintain, replace and repair any pipe, line, conduit, duct or wire owned by such Owner, even if such pipe, line conduit, duct or wire is located within the boundaries of a Unit of another Owner. In such circumstance, the benefited Owner shall repair all incidental damage to any Unit resulting from performance of any such work. All Owners hereby covenant and agree that as finish levels can have varying degrees, such repairs will be complete only to the extent of being "paint-ready". Components that may require repair or replacement, such as tile and trim, will be reinstalled only to the extent of readily available materials or similar materials (trim and such will also be finished to "paint-ready"). Due to the uncontrollability of quality of repair, items such as faux paint treatment, wallpaper, ceiling/wall appliqué, and any other similar types of finishes, will not be the responsibility of the benefited Owner.

(e) Pest Control. The Association may but shall not be obligated to dispense chemicals for the extermination of insects and pests within the Units and Common Elements. In the event the Association chooses to provide such pest control, the Association and its duly authorized contractors, representatives, and agents shall have an easement to enter Units for the purpose of dispensing chemicals for the exterminating of insects and pests within the Units and Common Elements. Owners shall either provide a key to the Unit for purpose of such entry or have someone available at such times as are designated by the Board of Directors to allow entry into the Unit for this purpose. The Association shall not be liable for any illness, damage, or injury caused by the dispensing of these chemicals for this purpose.

(f) Community Bulletin Board. As part of the Common Elements maintained by the Association, Declarant and/or the Board shall have the right, but not the obligation, to erect on the Condominium a bulletin board primarily for the use of Owners in advertising their Units for sale. For so long as the Association desires to maintain this bulletin board, each Owner and his licensed real estate broker and agent may use the Condominium for access, ingress and egress to and from this bulletin board; provided, however, the use of the bulletin board shall be subject to such reasonable nondiscriminatory rules and regulations as may be adopted or promulgated by the Board regulating the size and duration of such advertisements. Declarant or Board may terminate use of this bulletin board entirely at any time, and no property rights of any kind are created hereby.

(g) Declarant Easements. For so long as Declarant owns any Unit primarily for the purpose of sale, Declarant and its duly authorized contractors, subcontractors, representatives, agents, associates, employees, tenants and successors and assigns shall have: (i) a non-exclusive easement for access and ingress to, egress from and use of the Common Elements for the placement and maintenance of signs, banners, balloons, decorations marketing materials and tables, a sales office, a leasing office, a business office, promotional facilities and model Units on any portion of the Condominium, together with such other facilities as in the opinion of Declarant may be reasonably required, convenient or incidental to the completion, renovation, improvement, development, sale or lease of any Unit; (ii) a non-exclusive easement to use the Common Elements for special events and promotional activities; and (iii) a transferable, non-exclusive easement on, over, through, under and across the Common Elements and Limited Common Elements for the purpose of making improvements on the Condominium or any portion thereof, for the purpose of constructing, installing, replacing, repairing, restoring and maintaining all utilities, buildings, driveways, landscaping and any other improvements on the Condominium property or serving the Condominium, and for the purpose of doing all things reasonably necessary and proper in connection therewith.

(h) Easements in Favor of Additional Property Owner. There is reserved to Declarant and its successors and assigns, including any purchaser of the Additional Property, a non-exclusive easement upon, across, above and under all property within the Condominium (including the Common Elements and Limited Common Elements) for purposes of developing the Additional Property whether or not it is developed as part of the Condominium. In accordance therewith and until such time as Declarant or its successors record an amendment to the Declaration effecting the conversion or submission of the Additional Property (which is not required), then it shall be expressly permissible for Declarant and its successors and assigns to maintain and carry on, upon such portion of the Condominium as Declarant may deem necessary, such facilities and activities as in the sole opinion of Declarant may be required, convenient or incidental to Declarant's development, construction and sales activities related to developing the Additional Property whether or not it is developed as part of the Condominium including, but without limitation, the following:

(i) the right of access, ingress and egress for vehicular and pedestrian traffic over, under, on or in the Condominium;

(ii) the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain and repair any device which provides utility or similar services, including, without limitation, electrical, telephone, natural gas, water, sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Condominium;

(iii) the right to carry on sales and promotional activities in the community and the right to construct and operate business offices, signs, construction trailers, residences, model Units, and sales offices. Declarant may use residences, offices or other Units owned or used by Declarant as model Units and sales offices.

Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the person causing the damage at his or her sole expense. This Paragraph shall not be amended without Declarant or Declarant's successor and assign's express written consent, so long as the Additional Property has not been submitted to the Condominium.

## 22. AMENDMENTS.

Except where a higher vote is required for action under any other provision of this Declaration or by the Act, in which case such higher vote shall be necessary to amend such provision, this Declaration may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the members of the Association holding two-thirds (2/3) of the total eligible Association vote and such amendment shall otherwise comply with the provisions of Section 44-3-93 of the Act. Moreover, no amendment to this Declaration shall modify, alter, or delete any: (a) provision of this Declaration that benefits Declarant; (b) rights, privileges, easements, protections, or defenses of Declarant; or (c) rights of the Owners or the Association in relationship to Declarant, without the written consent of Declarant attached to and recorded with such amendment, until the later of the following: (i) the date upon which Declarant no longer owns any Unit; (ii) the date upon which Declarant no longer has the right to appoint the directors and officers of the Association as provided in Article III, Part A, Section 2 of the Bylaws; or (iii) ten (10) years after the date on which this Declaration is recorded in the Richmond County, Georgia records, whichever period of time is longer.

Notice of any meeting at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the President and Secretary of the Association and recorded in the Richmond County, Georgia land records.

In addition to the above, material amendments to this Declaration must be approved by Eligible Mortgage Holders, who represent at least fifty-one percent (51%) of the votes of Units that are subject to Mortgages held by Eligible Mortgage Holders. Notwithstanding the above, the approval of any proposed amendment by an Eligible Mortgage Holder shall be deemed implied and consented to if the Eligible Mortgage Holder fails to submit a response to any written proposal for an amendment within thirty (30) days after the Eligible Mortgage Holder receives notice of the proposed amendment sent by certified or registered mail, return receipt requested. Material amendments are those that establish, provide for, govern or regulate any of the following:

- (A) Voting;
- (B) Assessments, assessment liens or subordination of such liens;
- (C) Reserves for maintenance, repair and replacement of the Common Elements;
- (D) Insurance or fidelity bonds;
- (E) Rights to use of the Common Elements;
- (F) Responsibility for maintenance and repair of the Condominium;
- (G) Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium, except the submission of the Additional Property to the Condominium as set forth in this Declaration;
- (H) Boundaries of any Unit;
- (I) The interests in the Common Elements or Limited Common Elements;



- (J) Convertibility of Units into Common Elements or of Common Elements into Units;
- (K) Leasing of Units;
- (L) Imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer, or otherwise convey his or her Unit in the Condominium;
- (M) Establishment of self-management by the Association where professional management has been required by any of the agencies or corporations set forth below;
- (N) Amendment of any provisions that are for the express benefit of Eligible Mortgage holders or insurers or guarantors of first mortgages on Units in the Condominium; and
- (O) Restoration or repair of the Condominium (after damage or partial condemnation) in a manner other than that specified in the Condominium Instruments).

Notwithstanding the foregoing, Declarant or the Board of Directors, without the necessity of a vote from the Owners, may amend this Declaration to correct any scrivener's errors, comply with any applicable state, city or federal law, and/or to bring the Condominium into compliance with applicable rules and regulations of the Federal National Mortgage Association ("Fannie Mae"), the Department of Housing and Urban Development ("HUD") and the Veterans Administration ("VA") pursuant to federal law.

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

#### 23. SEVERABILITY.

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

#### 24. DECLARANT RIGHTS.

Notwithstanding anything to the contrary herein, and in addition to Declarant's right to appoint and remove officers and directors under Article III, Part A, Section 2 of the Bylaws and other rights set forth herein, Declarant shall have the right, as long as Declarant owns at least one (1) Unit, to conduct such sales, marketing, leasing, administrative and other activities at the Condominium as Declarant deems appropriate for the sale, marketing or leasing of any Unit and Declarant shall have a non-exclusive easement right across the Common Elements to erect signs, banners, balloons and other decorations and to conduct such other sales, marketing and leasing activities as provided herein. The expiration of Declarant's right to appoint and remove officers and directors of the Association pursuant to Article III, Part A, Section 2 of the Bylaws shall not terminate or alter the status of the above-referenced entity and its respective successors and assigns as Declarant hereunder or divest Declarant of other rights specifically reserved to Declarant herein.

#### 25. EXPANSION OF THE CONDOMINIUM.

Declarant reserves the option to expand the Condominium by adding to the Condominium all or any part of the Additional Property on one (1) or more occasions. Except for zoning and other governmental requirements, there are no limitations as to the location of improvements on the Additional Property. The

Additional Property may be added as a whole at one time or portions may be added at different times. There are no limitations fixing the boundaries of any portion of the Additional Property that may be submitted to the Declaration, and there are no limitations regulating the order in which portions of the Additional Property may be submitted to this Declaration. This option shall expire seven (7) years from the date of recording of this Declaration; provided, however, Owners of Units to which two-thirds (2/3) of the total vote in the Association appertain, excluding any votes appurtenant to any Unit or Units then owned by Declarant, may consent to the extension of this expansion option within one (1) year prior to the date upon which the option would have otherwise expired. The maximum number of Units that may be created on the Additional Property and added to the Condominium is one hundred and forty-six (146). The maximum average number of Units per acre that may be created on any portion of property added to the Condominium is one hundred and forty-six (146). No assurances are made that any improvements will be made on all or any of the Additional Property that may be submitted to the Declaration. The Additional Property shall not necessarily be restricted exclusively to residential use, but shall be subject only to uses allowed by applicable zoning ordinances. No assurances are made that the units which may be built on all or any portion of the Additional Property will be substantially identical to the Units on the submitted property in any way whatsoever, including but not limited to the quality of construction, the principal materials to be used in such construction and architectural style. All improvements to be located on each portion of the Additional Property that is being submitted to the Condominium shall be substantially complete prior to its submission to the Condominium. Declarant shall have the right to assign Limited Common Elements on the Additional Property, which may include Limited Common Elements different from those assigned in this Declaration and there shall be no limitations on the right to assign Limited Common Elements on the Additional Property. In addition, in the event that the Additional Property is added to the Condominium, Declarant shall have the right, but not the obligation, to assign portions of the existing Common Elements as Limited Common Elements to some or all of the Units existing as of the date of recording of this Declaration. The undivided interests in the Common Elements are allocated among the Units on the submitted property on the basis of the square footage of each Unit in comparison to the square footage of all Units and, upon the expansion of the Condominium to include any portion of the Additional Property, shall be reallocated among the Units on the submitted property and the Additional Property on the same basis. Any expansion under this Paragraph shall be effected by Declarant's unilaterally executing and recording the amendments to this Declaration, the plats and the plans required by the Act, and to reflect any differences in the subsequent phase or phases as contemplated by this Paragraph, at Declarant's sole expense. The Units thereby created and added shall be owned by Declarant, but the Common Elements shall be owned by all of the Owners.

26. PREPARER.

This Declaration was prepared by Darryl R. Moss, Weissman, Nowack, Curry & Wilco, P.C., One Alliance Center, 4<sup>th</sup> Floor, 3500 Lenox Road, Atlanta, Georgia 30326.

[SIGNATURES ON FOLLOWING PAGE]

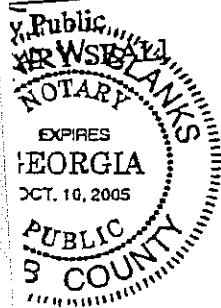
IN WITNESS WHEREOF, Declarant has executed this Declaration under seal this 29<sup>th</sup> day of November, 2004.

DECLARANT: **TOWNECLUB PARTNERS, LLC,**  
a Georgia limited liability company

By: [Signature] (SEAL)  
Name: Joshua R. Warner  
Title: Manager

and sealed, and delivered  
on 29<sup>th</sup> day of November, 2004  
presence of:

[Signature]  
31. Blank



**EXHIBIT "A"**

**Description Of Submitted Property**

All that tract or parcel of land lying and being in the 1269<sup>th</sup> GMD of the Richmond County, Georgia, and being more particularly described as follows:

Beginning at the intersection with the centerline of Brookside West Apartments entrance & the easterly right-of-way of Berkman Road 80' R/W; running thence along said right-of-way of Berkman Road in a northerly direction a distance of 521.13 feet to ½" rebar found; thence leaving said right-of-way South 57 Degrees 06 Minutes 08 Seconds East a distance of 349.71 feet to **The True Point of Beginning**. Running thence North 32 Degrees 54 Minutes 37 Seconds East a distance of 224.58 feet to a point; Running thence South 57 Degrees 44 Minutes 09 Seconds East a distance of 276.19 feet to a point; Running thence South 33 Degrees 01 Minutes 16 Seconds West a distance of 31.73 feet to a point; Running thence North 56 Degrees 58 Minutes 44 Seconds West a distance of 31.76 feet to a ½" rebar found; Running thence South 32 Degrees 54 Minutes 37 Seconds West a distance of 195.97 feet to a ½" rebar found; Running thence North 57 Degrees 06 Minutes 08 Seconds West a distance of 244.35 feet to **The True Point of Beginning**.

Said parcel of land containing 1.29 acres (56,209 sq. feet).

**EXHIBIT "B"**

**Undivided Percentage Interest In The Common Elements  
And Liabilities For Common Expenses**

Unit Number	Approximate Square Feet	Ownership Percentage
2601	1325	5.09%
2602	1325	5.09%
2603	780	3.00%
2604	780	3.00%
2605	1020	3.93%
2606	1020	3.93%
2607	1020	3.93%
2608	1020	3.93%
2609	1020	3.93%
2610	1020	3.93%
2611A	1060	4.08%
2611B	350	1.35%
2612A	1060	4.08%
2612B	350	1.35%
2613	1250	4.81%
2614	1250	4.81%
2615	1020	3.93%
2616	1020	3.93%
2617	1020	3.93%
2618	1020	3.93%
2619	1020	3.93%
2620	1020	3.93%
2621	780	3.00%
2622	780	3.00%
2623	1325	5.09%
2624	1325	5.09%
TOTAL		100.00%

EXHIBIT "C"

Description of Additional Property

All that tract or parcel of land lying and being in the 1269<sup>th</sup> GMD of the Richmond County, Georgia, and being more particularly described as follows:

Beginning at the intersection with the centerline of Brookside West Apartments entrance & the easterly right-of-way of Berkman Road 80 R/W; Running thence along said right-of-way of Berkman Road in a northerly direction a distance of 521.13 feet to **The True Point of Beginning**; Thence continuing along said right-of-way following the arc of a curve to the right a distance of 496.54 feet (said arc having a radius of 1050.54 feet and a chord bearing of North 06 Degrees 16 Minutes 44 Seconds East a distance of 491.94 feet) to a concrete monument found; Thence leaving said right-of-way South 58 Degrees 20 Minutes 42 Seconds East a distance of 1016.58 feet to a ¾" open top found; Running thence South 32 Degrees 50 Minutes 04 Seconds West a distance of 266.31 feet to a point; Running thence North 56 Degrees 58 Minutes 44 Seconds West a distance of 170.37 feet to a point; Running thence North 33 Degrees 01 Minutes 16 Seconds East a distance of 31.73 feet to a point; Running thence North 57 Degrees 44 Minutes 09 Seconds West a distance of 276.19 feet to a point; Running thence South 32 Degrees 54 Minutes 37 Seconds West a distance of 224.58 feet to a point; Running thence North 57 Degrees 06 Minutes 08 Seconds West a distance of 349.71 feet to a point to **The True Point of Beginning**.

Said parcel of land containing 7.42 acres (323,642 sq. feet).

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**EXHIBIT "D"**

**BYLAWS**

**OF**

**TOWNECLUB CONDOMINIUM ASSOCIATION, INC.**

**WEISSMAN, NOWACK, CURRY & WILCO, P.C.**

**Attorneys**

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**BYLAWS**  
**OF**  
**TOWNECLUB CONDOMINIUM ASSOCIATION, INC.**

Article I  
General

Section 1. Applicability. These Bylaws provide for the self-government of TowneClub Condominium Association, Inc., in accordance with the Georgia Condominium Act, O.C.G.A. § 44-3-70, *et seq.*, as may be amended from time to time, the Articles of Incorporation filed with the Secretary of State and the Declaration of Condominium for TowneClub Condominium, recorded in the Richmond County, Georgia land records ("Declaration").

Section 2. Name. The name of the corporation is TowneClub Condominium Association, Inc. ("Association").

Section 3. Definitions. The terms used herein shall have their generally accepted meanings or such meanings as are specified in Paragraph 2 of the Declaration.

Section 4. Membership. An Owner of a Unit shall automatically become a member of the Association upon taking title to the Unit and shall remain a member for the entire period of ownership. As may be more fully provided below, a member's spouse or Domestic Partner may exercise the powers and privileges of the member. If title to a Unit is held by more than one (1) Person, the membership shall be shared in the same proportion as the title, but there shall be only one (1) membership and one (1) vote per Unit. Membership does not include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. Membership shall be appurtenant to the Unit and shall be transferred automatically by conveyance of that Unit and may be transferred only in connection with the transfer of title.

Section 5. Entity Members. In the event an Owner is a corporation, limited liability company, partnership, trust, or other legal entity not being a natural person or persons, then any natural person who is an officer, director, or other designated agent of such corporation, partner of such partnership, beneficiary or other designated agent of such trust, manager of a limited liability company or representative of such other legal entity shall be eligible to represent such entity or entities in the affairs of the Association, including, without limitation, serving on the Board of Directors of the Association. Such person's relationship with the Association shall terminate automatically upon the termination of such person's relationship with the entity or entities which are the Owner, and termination of the person's relationship with the Association will create a vacancy in any elected or appointed position within the Association in which such person may have been serving and such vacancy will be filled in accordance with these Bylaws.

Section 6. Voting. Each Unit shall be entitled to one (1) equal vote, which vote may be cast by the Owner, the Owner's spouse or Domestic Partner, or by a lawful proxy as provided below. When more than one (1) Person owns a Unit, the vote for such Unit shall be exercised as they determine between or among themselves, but in no event shall more than one (1) vote be cast with respect to any Unit. If only one (1) co-owner attempts to cast the vote for a Unit, it shall be conclusively presumed that such co-owner is authorized on behalf of all co-owners to cast the vote for such Unit. In the event of disagreement between or among co-owners and an attempt by two (2) or more of them to cast such vote or votes, such Persons shall not be recognized and such vote or votes shall not be counted. No Owner shall be eligible to vote, either in person or by proxy, or to act as a proxy for any other member, if that Owner is shown on the books

or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association or if the Owner has had its voting rights suspended for the infraction of any provision of the Declaration, these Bylaws, or any rule of the Association. If the voting rights of an Owner have been suspended, that Owner shall not be counted as an eligible vote for purposes of establishing a majority or a quorum.

Section 7. Majority. As used in these Bylaws, the term "majority" shall mean those votes, Owners, or other group as the context may indicate totaling more than fifty percent (50%) of the total number of eligible votes, Owners, or other group, respectively. Unless otherwise specifically stated, the words "majority vote" mean more than fifty percent (50%) of those voting in person or by proxy. Except as otherwise specifically provided in the Declaration or these Bylaws, all decisions shall be by majority vote.

Section 8. Purpose. The Association shall have the responsibility of administering the Condominium, establishing the means and methods of collecting the contributions to the Common Expenses, arranging for the management of the Condominium and performing all of the other acts that may be required to be performed by the Association pursuant to the Act, the Georgia Nonprofit Corporation Code and the Declaration. Except as to those matters which the Act, the Declaration or the Georgia Nonprofit Corporation Code specifically require to be performed by the vote of the Association membership, the administration of the foregoing responsibilities shall be performed by the Board of Directors as more particularly set forth below.

#### Section 9. Electronic Documents and Electronic Signatures

(a) Electronic Documents. Whenever these Bylaws require that a document, record or instrument be "written" or "in writing," the requirement is deemed satisfied by an Electronic Document.

(b) Electronic Signatures. Whenever these Bylaws require a signature, an Electronic Signature satisfies that requirement only if: (1) the signature is easily recognizable as a Secure Electronic Signature which is capable of verification, under the sole control of the signatory, and attached to the electronic document in such a way that the document cannot be modified without invalidating the signature; or (2) the Board reasonably believes that the signatory affixed the signature with the intent to sign the Electronic Document, and that the Electronic Document has not been modified since the signature was affixed.

(c) Verification and Liability for Falsification. The Board may require reasonable verification of any Electronic Signature or Electronic Document. Pending verification, the Board may refuse to accept any Electronic Signature or Electronic Document that, in the Board's sole discretion, is not clearly authentic. Neither the Board nor the Association shall be liable to any Member or any other Person for accepting or acting in reliance upon an Electronic Signature or Electronic Document that the Board reasonably believes to be authentic. Any Member or Person who negligently, recklessly or intentionally submits any falsified Electronic Document or an unauthorized Electronic Signature shall fully indemnify the Association for actual damages, reasonable attorneys' fees and expenses incurred as a result of such acts.

### Article II Meetings of Members

Section 1. Annual Meetings. The regular annual meeting of the members shall be held during the fourth quarter of each year with the date, hour, and place to be set by the Board of Directors. No annual meeting of the Association shall be set on a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called for any purpose at any time by the President or Secretary, by request of any two (2) members of the Board of Directors, or upon written petition of Owners holding at least fifteen percent (15%) of the Total Association Vote. Any such written petition by the members must be submitted to the Association's Secretary. The Secretary shall then verify that the required number of members have joined in the petition and shall submit all proper petitions to the Association's President. The President shall then promptly call a special meeting for the purpose stated in the petition setting the date, time and location of the meeting (which is not required to be the date, time or location requested in any petition submitted to the Association), and the Secretary shall send notice of the meeting in accordance with these Bylaws. Any special meeting called pursuant to written petition shall be set within thirty (30) days of the date of the petition.

Section 3. Notice of Meetings. It shall be the duty of the Secretary to mail or deliver to the record Owner of each Unit or to the Units a notice of each annual or special meeting of the Association at least twenty-one (21) days prior to each annual meeting and at least seven (7) days prior to each special meeting. The notice shall state the purpose of any special meeting, as well as the time and place where it is to be held. The notice of an annual meeting shall state the time and place of the meeting. If any Owner wishes notice to be given at an address other than his or her Unit, the Owner shall have designated by notice in writing to the Secretary such other address. The mailing or delivering of a notice of meeting in the manner provided in this Section shall be considered proper service of notice.

Section 4. Waiver of Notice. Waiver of notice of meeting of the Owners shall be deemed the equivalent of proper notice. Any Owner may, in writing, waive notice of any meeting of the Owners, either before or after such meeting. Attendance at a meeting by an Owner, whether in person or represented by proxy, shall be deemed waiver by such Owner of notice of the time, date, and place thereof unless such Owner specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted at such meeting unless objection to lack of notice is raised before the business, of which proper notice was not given, is put to a vote.

Section 5. Quorum. Except as may be provided elsewhere, the presence of Owners, in person or by proxy, entitled to cast one-quarter (1/4) of the Total Association Vote shall constitute a quorum. Once a quorum is established for a meeting, it shall conclusively be presumed to exist until the meeting is adjourned and shall not need to be reestablished. Owners whose voting rights have been suspended pursuant to the Declaration or these Bylaws shall not be counted as eligible votes toward the quorum requirement.

Section 6. Adjournment. Any meeting of the Owners may be adjourned from time to time for periods not exceeding ten (10) days by vote of the Owners holding the majority of the votes represented at such meeting, regardless of whether a quorum is present. Any business that could be transacted properly at the original session of the meeting may be transacted at a reconvened session, and no additional notice of such reconvened session shall be required.

Section 7. Proxy. Any member entitled to vote may do so by written proxy duly executed by the member setting forth the meeting at which the proxy is valid. To be valid, a proxy must be signed, dated, and filed with the Secretary prior to the opening of the meeting for which it is to be used. Proxies may be delivered to the Board by personal delivery, U.S. mail or facsimile transmission to any Board member or the property manager. Proxies may be revoked only by written notice delivered to the Secretary, except that: (a) the presence in person by the giver of a proxy at a meeting for which the proxy is given shall automatically invalidate the proxy for that meeting; and (b) a later dated proxy shall automatically be deemed to invalidate any previously given proxy. A proxy holder may not appoint a substitute proxy holder unless expressly authorized to do so in the proxy.

Section 8. Action Taken Without a Meeting. In the Board's discretion, any action that may be taken by the Association members at any annual, regular, or special meeting may be taken without a meeting if the Board delivers a written consent form or written ballot to every member entitled to vote on the matter.

(a) Ballot. A written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

The Board may deliver ballots and consent forms by personal delivery, U.S. Mail, facsimile transmission, e-mail, or other electronic means. Owners shall deliver their vote by ballot or consent form by whatever means is specified by the Board.

All solicitations for votes by written ballot shall: (i) indicate the number of responses needed to meet the quorum requirements; (ii) state the percentage of approvals necessary to approve each matter other than election of directors; and (iii) specify the time by which a ballot must be received by the Board in order to be counted. A written ballot may not be revoked. The Association shall maintain such ballots in its file for at least three (3) years.

(b) Written Consent. Approval by written consent shall be valid only when the number of written consents setting forth the actions taken is received and equals or exceeds the requisite majority of the voting power required to pass such action at a meeting held on the date that the last consent is executed and such action is consented to by the Declarant, if required. Executed written consents shall be included in the minutes or filed with the Association's records. If an action of the members is approved by written consent hereunder, the Board shall issue written notice of such approval to all members who did not sign written consents. Membership approval shall be effective ten (10) days after written notice is issued; provided, however, if the consent is to an amendment to the Declaration or Bylaws which must be recorded, the effective date shall be no earlier than the date of recording of such amendment.

Section 9. Order of Business. At all meetings of the Association, Roberts Rules of Order (latest edition) shall govern when not in conflict with the Declaration, these Bylaws or the Articles of Incorporation, unless the Owners present at a particular meeting vote to suspend Robert's Rules at that meeting.

### Article III Board of Directors

#### A. Composition and Selection.

Section 1. Composition and Eligibility. The affairs of the Association shall be governed by a Board of Directors. Except for directors appointed by the Declarant hereunder, the directors shall be Owners or spouses or Domestic Partners of such Owners; provided, however, no Owner and his or her spouse or Domestic Partner may serve on the Board at the same time, and no co-owners may serve on the Board at the same time. No persons shall be eligible to be elected to or continue to serve on the Board of Directors if they are shown on the books and records of the Association to be more than thirty (30) days delinquent in the payment of any assessment or charge by the Association. Directors shall not be eligible to serve more than three (3) consecutive two (2) year terms without first resigning from the Board for a time

period which shall be the lesser of: (a) one (1) year; or (b) the period of time from the end of one (1) annual meeting of the Association to the beginning of the next annual meeting of the Association.

Section 2. Directors Appointed by the Declarant. Notwithstanding anything to the contrary herein, Declarant shall have exclusive authority to appoint and remove directors and officers until the earlier of: (1) seven (7) years after the recording of the Declaration, (2) unless Declarant at that time has an unexpired option to add Additional Property, the date as of which Units to which eighty percent (80%) of the undivided interests in the Common Elements pertain shall have been conveyed by Declarant to Owners other than a Person constituting the Declarant, or (3) the surrender in writing by Declarant of the authority to appoint and remove officers and directors of the Association.

Section 3. Number of Directors and Term of Office. During the period that Declarant has the authority to appoint directors and officers of the Association as described in Section 2 of this Article, the Board shall consist of one (1) directors. After termination of the Declarant's right to appoint directors and officers of the Association as described in Section 2 of this Article, the Association shall call a meeting at which Owners shall elect five (5) directors.

If the initial election of directors is held less than six (6) months before the end of the fiscal year (but at a time other than the annual meeting), half of the directors plus one (1) shall be elected for a term ending at the second annual meeting of the Association held after the end of said fiscal year, and the remaining directors shall be elected for a term ending at the first annual meeting of the Association held after said fiscal year.

If the initial election of directors is held six (6) months or more prior to the end of the fiscal year (but at a time other than the annual meeting), half of the directors plus one (1) shall be elected for a term ending at the second annual meeting of the Association held after the termination of Declarant's right to appoint directors and the remaining directors shall be elected for a term ending at the first annual meeting of the Association held after the termination of Declarant's right to appoint directors.

The directors receiving the greatest number of votes shall be elected to the longer terms. At each annual meeting thereafter, the successors of those directors whose terms are expiring shall be elected to serve for a term of two (2) years. The members of the board of directors shall hold office until their respective successors shall have been elected by the Association.

Section 4. Removal of Members of the Board of Directors. After expiration of Declarant's right to appoint officers and directors of the Association, at any annual or special meeting of the Association duly called, any one (1) or more Board members, except for directors appointed by Declarant hereunder, may be removed with or without cause by a majority of the Total Association Vote to elect said director and a successor may then and there be elected to fill the vacancy thus created. Further, any director who is more than thirty (30) days past due in the payment of any assessment or charge shall be automatically removed from the Board of Directors, even if the director subsequently pays the amount owed, and the vacancy shall be filled as provided in Section 5 below. Any director who has had three (3) consecutive unexcused absences from regularly scheduled Board meetings may be removed by the vote of a majority of the other directors. Any director whose removal has been proposed shall be given at least ten (10) days notice of the calling of the meeting to consider his or her removal and the purpose thereof and shall be given an opportunity to be heard at the meeting.

Section 5. Vacancies. Vacancies in the Board caused by any reason, except the removal of a director by a majority of the Total Association Vote or by Declarant, shall be filled by a vote of the majority of the remaining directors, even though less than a quorum, at any meeting of the Board of Directors. The successor so selected shall hold office for the remainder of the term of the director being replaced.

Notwithstanding anything to the contrary herein, any director who is an officer, director or other designated agent of an entity member and whose position becomes vacant for any reason, may be replaced by the entity who is the Owner unless there has been a transfer of ownership of the Unit, in which case, the vacancy shall be filled by the remaining directors, even if less than a quorum at any meeting of the directors.

Section 6. Compensation. Directors shall not be compensated for services as such unless and only to the extent that compensation is authorized by a majority of the Total Association Vote. Directors may be reimbursed for the expenses incurred in carrying out their duties as directors upon approval of such expenses by the Board of Directors. Directors also may be given nominal gifts or tokens of appreciation by the Association for recognition of services performed, not to exceed a value of One Hundred Dollars (\$100) per calendar year. For purposes hereof, reasonable food and beverages purchased for Board meeting shall not be considered compensation.

Section 7. Director Conflicts of Interest. Nothing herein shall prohibit a director from entering into a contract and being compensated for services or supplies furnished to the Association in a capacity other than as director, provided that the director's interest is disclosed to the Board and the contract is approved by a majority of the directors who are at a meeting of the Board of Directors at which a quorum is present, excluding the director with whom the contract is made. The interested director shall not count for purposes of establishing a quorum of the Board. The interested director shall be entitled to be present at any meeting at which the proposed contract is discussed but shall not be entitled to discuss the proposed contract during the discussion. Notwithstanding anything herein, the directors, during the period of Declarant control, shall be authorized on behalf of the Association to enter into contracts with the Declarant and its affiliates as set forth in Paragraph 19(h) of the Declaration.

Section 8. Nomination. Nomination for election to the Board shall be made from the floor at the meeting. The Board also may appoint a nominating committee to make nominations prior to the meeting.

Section 9. Elections. All members of the Association eligible to vote shall be entitled to cast their entire vote for each directorship to be filled. There shall be no cumulative voting. The directorships for which elections are held shall be filled by that number of candidates receiving the most votes. Voting for election of Board members shall be by written ballot (unless dispensed by unanimous consent at such meeting at which such voting is conducted).

#### B. Meetings.

Section 1. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by the Board, but such meetings shall be held at least once every six (6) months. The newly elected Board shall meet within ten (10) days after each annual meeting of the membership. Notwithstanding the foregoing, during the period in which Declarant shall have exclusive authority to appoint and remove directors and officers of the Association, as set forth in Article III, Section 2 hereof, the Board shall not be required to hold regular meetings.

Section 2. Special Meetings. Special meetings of the Board may be called by the President on two (2) days notice to each director given by regular first class or electronic mail, in person, by telephone, or by facsimile transmission, which notice shall state the time, place, and purpose of the meeting. Special meetings of the Board shall be called by the President, Vice President, Secretary, or Treasurer in like manner and on like notice on the written request of at least two (2) directors.

Section 3. Waiver of Notice. Any director may, at any time, in writing, waive notice of any meeting of the Board, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall also constitute a waiver of notice by him or her of the time

and place of such meeting. If all directors are present at any Board meeting, no notice shall be required and any business may be transacted at such meeting.

Section 4. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors and the Secretary shall keep a minute book recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings. A majority of directors shall constitute a quorum for the transaction of business. One (1) or more directors who participate in a meeting by means of telephone or electronic communication shall be deemed present and in attendance for all purposes at such meeting, provided all persons participating in the meeting can hear each other.

Section 5. Open Meetings. Board meetings need not be open to all members. However, if the Board permits members to attend Board meetings, then members other than directors may not participate in any discussion or deliberation unless expressly so authorized by the Board. Notwithstanding the above, the Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session. The Board may order the removal of any meeting guest who, in the Board's opinion, either disrupts the conduct of business at the meeting or fails to leave the meeting upon request after an announcement of reconvening in executive session.

Section 6. Action Without a Meeting. Any action by the Board required or permitted to be taken at any meeting may be taken without a meeting if a majority of the directors consent to such action in writing, sent via hand delivery, regular first class or electronic mail or facsimile. Such consents must describe the action taken and be signed by no fewer than a majority of the directors and such consents shall be filed with the minutes of the Board of Directors.

#### C. Powers and Duties.

Section 1. Powers and Duties. The Board of Directors shall manage the affairs of the Association and shall have all the powers and duties necessary for the administration of the Condominium and may do all such acts and things as are not by the Act, the Declaration, the Articles of Incorporation, or these Bylaws directed to be done and exercised exclusively by the members. In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to and shall be responsible for the following, in the way of explanation, but not limitation:

(a) preparation and adoption of an annual budget, in which there shall be established the contribution of each Owner to the Common Expenses;

(b) making assessments to defray the Common Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment;

(c) providing for the operation, care, upkeep, and maintenance of all of the Area of Common Responsibility as set forth in Paragraph 17 of the Declaration;

(d) designating, hiring, and dismissing the personnel necessary for the operation of the Association and the maintenance, repair, and replacement of the Common Elements, Association property, and the Area of Common Responsibility and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;



(e) collecting the assessments, depositing the proceeds thereof in a financial depository or institution which it shall approve, or otherwise investing the proceeds in accordance with any limitations set forth in O.C.G.A. § 14-3-302, and using the proceeds to administer the Association;

(f) making and amending rules and regulations and imposing sanctions for violation thereof, including, without limitation, monetary fines;

(g) opening of bank or other financial accounts on behalf of the Association and designating the signatories required;

(h) making or contracting for the making of repairs, additions, and improvements to, or alterations of the Common Elements in accordance with the other provisions of the Declaration and these Bylaws, after damage or destruction by fire or other casualty;

(i) enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules and regulations adopted by it, and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

(j) obtaining and carrying insurance against casualties and liabilities, as provided in the Act and the Declaration, and paying the premium cost thereof;

(k) paying the costs of all services rendered to the Association or its members and not directly chargeable to specific Owners;

(l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred; and

(m) contracting with any Person for the performance of various duties and functions. The Board shall have the power to enter into common management agreements with trusts, condominium associations, or other associations or corporations. Any and all functions of the Association shall be fully transferable by the Board, in whole or in part, to any other entity.

Section 2. Management Agent. The Association may, but shall not be required to, hire a professional management agent or agents, at a compensation established by the Board, to perform such duties and services as the Board of Directors shall authorize. The Board shall use reasonable efforts in any management contract to provide for termination of such contract by the Association with or without cause and without penalty, upon no more than thirty (30) days written notice. No management contract shall have a term in excess of one (1) year.

Section 3. Borrowing. Except as may be set forth in Paragraph 18 of the Declaration, the Board of Directors shall have the power to borrow money for the purpose of maintenance, repair, restoration, or improvement of the Common Elements and facilities, and for other purposes, with the approval of a majority of the Total Association Vote.

Section 4. Liability and Indemnification of Officers, Directors and Committee Members. The Association shall indemnify every officer, director, and committee member (including directors, officers, and committee members appointed by Declarant during the period of Declarant control) against any and all expenses, including attorneys' fees, reasonably incurred by or imposed upon such officer, director or committee member in connection with any action, suit, or other proceeding (including settlement of any such action, suit, or proceeding, if approved by the then Board of Directors) to which he or she may be made

a party by reason of being or having been an officer, director or committee member, whether or not such person is an officer, director or committee member at the time such expenses are incurred subject to the limitations below. The officers, directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, or for injury or damage caused by any such officer, director or committee member in the performance of his or her duties, except for his or her own individual willful misfeasance or malfeasance. The Association, in determining whether to indemnify a director, officer or committee member, shall not impute knowledge to said director, officer or committee member from any source whatsoever; rather, any such determination shall be based on the actual knowledge of the director, officer or committee member. The officers, directors and committee members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers, directors and committee members may also be members of the Association), and the Association shall indemnify and forever hold each such officer, director or committee member free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director or committee member or former officer or director may be entitled. The Association shall maintain, as a Common Expense, adequate general liability and, if obtainable, officers' and directors' liability insurance to fund this obligation, and the insurance shall be written as provided in the Declaration.

D. Committees.

Section 1. Architectural Control Committee. The Board shall establish an Architectural Control Committee for the purpose of establishing and maintaining architectural standards in the Condominium as provided in the Declaration.

Section 2. Other Committees. There shall be such other committees as the Board shall determine with the powers and duties that the Board shall authorize.

Section 3. Service on Committees. Unless otherwise provided in these Bylaws or in the resolution authorizing a particular committee, the members of any committee shall be appointed by the President and shall serve at the pleasure of the Board of Directors. Any committee member may be removed with or without cause at any time and with or without a successor being named.

Article IV  
Officers

Section 1. Designation. The principal officers of the Association shall be the President, the Secretary and the Treasurer, all or any of which may be the same person. A Vice President may be elected at the discretion of the Board.

Section 2. Election of Officers. The Association officers shall be elected annually by the Board at the first Board meeting following each annual meeting of the members and shall hold office at the pleasure of the Board and until a successor is elected.

Section 3. Removal of Officers. Upon the affirmative vote of a majority of the members of the Board, any officer may be removed, either with or without cause, and a successor may be elected.

Section 4. Vacancies. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board for the unexpired portion of the term.

Section 5. President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the members and of the Board. The President shall have all the general powers and duties which are incident to the office of the president of a corporation organized under the Georgia Nonprofit Corporation Code, including, but not limited to, the power to appoint committees from among the members from time to time as he or she may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 6. Vice President. The Vice President, if any, shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting.

Section 7. Secretary. The Secretary shall keep the minutes of all meetings of the members and of the Board of Directors and shall have charge of such books and papers as the Board of Directors may direct, and shall, in general, perform all duties incident to the office of the secretary of a corporation organized under Georgia law.

Section 8. Treasurer. The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Association or the managing agent in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall be responsible for the preparation of the budget as provided in the Declaration. The Treasurer may delegate all or a part of the preparation and notification duties associated with the above responsibilities to a management agent.

Section 9. Other Officers. Other offices may be created by the Board, and the Board members which hold such offices shall have such titles and duties as are defined by the Board.

Section 10. Agreements, Contracts, Deeds, Leases, Etc. Except during the period Declarant has the right to appoint the officers and directors of the Association, all agreements, contracts, deeds, leases, checks, promissory notes, and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by resolution of the Board of Directors.

## Article V

### Rule Making and Enforcement

Section 1. Authority and Enforcement. The Condominium shall be used only for those uses and purposes set out in the Declaration. The Board of Directors shall have the authority to make, modify, repeal and enforce reasonable rules and regulations governing the conduct, use, and enjoyment of Units and the Common Elements; provided, copies of all such rules and regulations shall be furnished to all Owners and Occupants. Any rule or regulation may be repealed by the affirmative vote or written consent of a majority of the Total Association Vote and the consent of the Declarant so long as the Declarant has the right to appoint and remove directors, at an annual or special meeting of the membership. Every Owner and Occupant shall comply with the Declaration, Bylaws and rules and regulations of the Association, and any lack of compliance therewith shall entitle the Association and, in an appropriate case, one (1) or more aggrieved Owners, to take action to enforce the terms of the Declaration, Bylaws or rules and regulations.

The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the Owner's Unit, and to suspend an Owner's right to vote or to use the Common Elements for violation of any duty imposed under the Declaration, these Bylaws, or any rules and regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Association or the Board to limit ingress and egress to or from a Unit. In the event that any Occupant of a Unit violates the Declaration, Bylaws, or a rule or

regulation and a fine is imposed, notice of such violation shall be sent to the Owner and Occupant, and the fine shall first be assessed against such Occupant; provided, however, if the fine is not paid by the Occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Association, and the fine shall be an assessment and a lien against the Unit until paid. The failure of the Board to enforce any provision of the Declaration, Bylaws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

Section 2. Fining and Suspension Procedure. The Board shall not impose a fine, suspend the right to vote or suspend the right to use the Common Elements (provided, however, if an Owner is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association, suspension of the right to vote and the right to use the Common Elements shall be automatic; provided further, however, suspension of common utility services shall require compliance with the provisions of Paragraph 10(c)(v) of the Declaration, where applicable), unless and until the Association has sent or delivered written notice to the violator as provided in subsection (a) below. Any such fine or fines may be effective or commence upon the sending of such notice or such later date as may be set forth in such notice, notwithstanding the violator's right to request a hearing before the Board to challenge such fine under subsection (b) below.

(a) Notice. If any provision of the Declaration or Bylaws or any rule or regulation of the Association is violated, the Board shall send the violator written notice identifying the violation and fine(s) being imposed and advising the violator of the right to request a hearing before the Board to contest the violation or fine(s) or to request reconsideration of the fine(s). Fine(s) may be effective or commence upon the sending of such notice or such later date specified in such notice, notwithstanding the violator's right to request a hearing before the Board to challenge the fine. In the event of a continuing violation, each day the violation continues or occurs again constitutes a separate offense, and fines may be imposed on a per diem basis without further notice to the violator.

(b) Hearing. If a written request for hearing is received from the violator within ten (10) days of the date of the violation notice provided above, then the Board shall schedule and hold in executive session a hearing affording the violator a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing. The Board may establish rules of conduct for such hearing, which may include limits on time and on the number of participants who may be present at one time.

Section 3. Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Board may elect to enforce any provision of the Declaration, the Bylaws, or the rules and regulations by self-help (specifically including, but not limited to, towing of vehicles that are in violation of the parking rules and regulations or performing maintenance on any Unit upon a failure by the Owner to so do) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity for compliance with the procedure set forth in Section 2 of this Article. In any such action, to the maximum extent permissible, the Owner or Occupant responsible for the violation for which abatement is sought shall pay all costs, including reasonable attorneys' fees actually incurred.

The Association or its duly authorized agent shall have the power to enter a Unit or upon any portion of the Common Elements to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates the Declaration, the Bylaws, or the rules and regulations; provided, however, written notice shall be given to the Owner of the Unit at least two (2) days prior to the time that any items of construction are altered or demolished. All costs of self-help, including reasonable attorneys' fees, shall be assessed against the violating Owner and shall be collected as provided herein for the collection of assessments.

Article VI  
Miscellaneous

Section 1. Notices.

(a) Method of Giving Notice. Unless otherwise prohibited in these Bylaws, all notices, demands, bills, statements, or other communications shall be in writing and shall be given via:

- (i) Personal delivery to the addressee; or
- (ii) United States mail, first class, postage prepaid; or
- (iii) Electronic mail; or
- (iv) Facsimile; or

(v) A secure web site, provided that notice shall be deemed given via web site only upon proof that the addressee has retrieved the message.

(b) Addressee. Notice sent by one of the methods described in subparagraph (a) above shall be deemed to have been duly given:

(i) If to an Owner, at the address, electronic mail address or facsimile number which the Owner has designated in writing and filed with the Secretary, or if no such address has been designated, at the address of the Unit of such Owner;

(ii) If to an Occupant, at the address, electronic mail address or facsimile number which the Occupant has designated in writing with the Secretary or, if no such address has been designated, at the address of the Unit occupied; or

(iii) If to the Association, the Board or the managing agent, at the postal address, facsimile or electronic mail address of the principal office of the Association or the managing agent, if any, or at such other address as shall be designated in writing and filed with the Secretary. The Secretary shall promptly provide notice to all Owners of any such change in address.

Section 2. Severability. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws or the Declaration.

Section 3. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of these Bylaws or the intent of any provision thereof.

Section 4. Gender and Grammar. The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender, and the use of the singular shall be deemed to include the plural whenever the context so requires.

Section 5. Fiscal Year. The fiscal year of the Association may be set by Board resolution, and, in the absence thereof, shall be the calendar year.

Section 6. Financial Review. The accounts of the Association shall be audited as a Common Expense by an independent accountant after the close of each fiscal year. Such audited statement shall be made available to the holder, insurer, or guarantor of any first mortgage on a Unit upon submission of a written request and must be available within one hundred twenty (120) days of the Association's fiscal year end.

Section 7. Conflicts. The duties and powers of the Association shall be those set forth in the Georgia Condominium Act, the Georgia Nonprofit Corporation Code, the Declaration, these Bylaws, and the Articles of Incorporation, together with those reasonably implied to affect the purposes of the Association; provided, however, that if there are conflicts or inconsistencies between the Act, the Georgia Nonprofit Corporation Code, the Declaration, these Bylaws, or the Articles of Incorporation, then the provisions of the Act, the Georgia Nonprofit Corporation Code, as may be applicable, the Declaration, the Articles of Incorporation and these Bylaws, in that order, shall prevail, and each Owner of a Unit, by acceptance of a deed or other conveyance therefor, covenants to vote in favor of such amendments as will remove such conflicts or inconsistencies.

Section 8. Amendment. Except where a higher vote is required for action under a particular provision of the Declaration or Bylaws, in which case such higher vote shall be necessary to amend, these Bylaws may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the members holding two-thirds (2/3) of the Total Association Vote. Notwithstanding the foregoing, any amendment to the Bylaws shall require the written consent of Declarant until the later of the following: (a) the date upon which the Declarant no longer owns any Unit at TowneClub Condominium; (b) the date upon which the Declarant no longer has the right to appoint the directors and officers of the Association as provided in Article III, Part A, Section 2 of the Bylaws; or (C) ten (10) years after the date on which the Declaration is recorded in the Richmond County, Georgia records, whichever period of time is longer. Moreover, no amendment shall become effective until it is certified by the President and Secretary of the Association and recorded in the Richmond County Georgia land records. Any amendment duly certified and recorded shall be conclusively presumed to have been duly adopted in accordance with the Declaration and Bylaws. Owners whose voting rights have been suspended pursuant to the Declaration or these Bylaws shall not be counted as eligible votes toward the amendment requirement.

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

Notwithstanding the foregoing, Declarant or the Board of Directors, without the necessity of a vote from the Owners, may amend these Bylaws to correct any scrivener's errors, comply with any applicable state, city or federal law, and/or to bring the Condominium into compliance with applicable rules and regulations of the Federal National Mortgage Association ("Fannie Mae"), the Department of Housing and Urban Development ("HUD") and the Veterans Administration ("VA") pursuant to federal law.

Section 9. Books and Records.

(a) All members of the Association and any holder of a first Mortgage shall be entitled to inspect the following records at a reasonable time and location specified by the Association, upon written request at least five (5) business days before the date on which the member or mortgagee wishes to inspect and copy:

- (i) its Articles or restated Articles of Incorporation and all amendments to them currently in effect;
- (ii) its Bylaws or restated Bylaws and all amendments to them currently in effect;

(iii) resolutions adopted by either its members or Board of Directors increasing or decreasing the number of directors or the classification of directors, or relating to the characteristics, qualifications, rights, limitations, and obligations of members or any class or category of members;

(iv) resolutions adopted by either its members or Board of Directors relating to the characteristics, qualification, rights, limitations, and obligations of members or any class or category of members;

(v) the minutes of all meetings of members and records of all actions approved by the members for the past three (3) years;

(vi) all written communications to members generally within the past three (3) years, including the financial statements furnished for the past three (3) years;

(vii) a list of the names and business or home addresses of its current directors and officers; and

(viii) its most recent annual report delivered to the Secretary of State.

(b) A member may inspect and copy the following records upon written notice at least five (5) business days before the date on which the member wishes to inspect and copy only if the member's demand is made in good faith and for a proper purpose that is reasonably relevant to the member's legitimate interest as a member; the member describes with reasonable particularity the purpose and the records the member desires to inspect; the records are directly connected with this purpose; and the records are to be used only for the stated purpose:

(i) excerpts from minutes of any Board meeting, records of any action of a committee of the Board while acting in place of the Board on behalf of the Association, minutes of any meeting of the members, and records of action taken by the members or the Board without a meeting, to the extent not subject to inspection under subsection 9(a);

(ii) accounting records of the Association; and

(iii) the membership list only if for a purpose related to the member's interest as a member. Without the consent of the Board, a membership list or any part thereof may not be used to solicit money or property unless such money or property will be used solely to solicit the votes of the members in an election to be held by the Association; used for any commercial purpose; or sold to or purchased by any person.

The Association may impose a reasonable charge, covering the cost of labor and material, for copies of any documents provided to the Member.

Notwithstanding anything to the contrary, the Board may limit or preclude member inspection of confidential or privileged documents, including attorney/client privileged communications, executive session meeting minutes, and financial records or accounts of other members. Minutes for any Board or Association meetings do not become effective and an official Association record until approved by the Board or Association membership, as applicable, at a subsequent meeting.

## **SECTION 3**

# **Reciprocal Easement and Cost Sharing Agreement**



Return to:

Weissman, Nowack, Curry & Wilco, P.C.  
One Alliance Center, 4<sup>th</sup> Floor  
3500 Lenox Road  
Atlanta, Georgia 30326  
Attention: Darryl R. Moss, Esq.

Cross Reference:

Deed Book \_\_\_\_  
Page \_\_\_\_

STATE OF GEORGIA  
COUNTY OF RICHMOND

**RECIPROCAL EASEMENT  
AND COST SHARING AGREEMENT**

This Reciprocal Easement and Cost Sharing Agreement (hereinafter referred to as the "Agreement") is made on this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between TOWNECLUB CONDOMINIUM ASSOCIATION, INC., a Georgia non-profit corporation (hereinafter referred to as "Condominium Association"), and TOWNECLUB PARTNERS, LLC, a Georgia limited liability company (hereinafter referred to as "TowneClub Partners"), ("Condominium Association" and "TowneClub Partners" are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties").

**WITNESSETH:**

**WHEREAS**, the Condominium Association is a condominium association for TowneClub Condominium (hereinafter referred to as the "Condominium"), created pursuant to the Georgia Nonprofit Corporation Code, the Georgia Condominium Act, and the Declaration of Condominium for TowneClub Condominium, recorded in Deed Book \_\_\_\_, Page \_\_\_\_, *et seq.*, Richmond County, Georgia land records, as amended (hereinafter referred to as the "Condominium Declaration");

**WHEREAS**, that certain real property described in Exhibit "A" attached hereto and incorporated herein is subject to the Condominium Declaration (hereinafter referred to as "Parcel I");

**WHEREAS**, TowneClub Partners is the owner of certain real property located adjacent to Parcel I with such real property being more particularly described in Exhibit "B" attached hereto and incorporated herein by this reference (hereinafter referred to as "Parcel II");

**WHEREAS**, Parcel I and Parcel II may collectively be referred to as the "Property" and are both depicted on the Site Plan attached hereto as Exhibit "C" and incorporated herein by this reference;

**WHEREAS**, the Association in accordance with O.C.G.A. § 44-3-106(b), has the power, as attorney-in-fact on behalf of all unit owners and their successors-in-title, to grant easements through or over the common elements and to accept easements benefiting the Condominium Parcel;

**WHEREAS**, the Parties desire to create easements for the use and maintenance of portions of the Property for the benefit and burden of Parcel I and Parcel II and to provide for the cost of maintenance and repair of certain of the easement areas so created; and

NOW THEREFORE, FOR AND IN CONSIDERATION of the premises and the benefits to be derived by the Parties and each and every subsequent Owner and the Owners' successors-in-title to Parcel I and Parcel II, the Property is hereby submitted to the terms and conditions of this Agreement and the easements set forth herein, for the use, benefit and enjoyment of the Owners and the Owners' successors-in-title to all or any portion of each of the Parcels shall be established as provided herein.

## **ARTICLE 1** **DEFINITIONS**

When used in this Agreement, unless the context shall prohibit or otherwise require, the following terms shall have the following meanings (all definitions being applicable to the singular and plural forms of such terms):

Section 1. "Common Expenses" shall mean those costs and expenses pertaining to the operation, insurance, management, maintenance, repair, and replacement of the Common Facilities and Roadway duly incurred by each Owner, which the Owners shall pay in accordance with their Percentage Share.

Section 2. "Common Facilities" shall mean the swimming pool and related facilities, clubhouse, equipment room, fitness center, mailbox, and playground, all as shown on that certain plans for Property, attached hereto as Exhibit "C" and incorporated herein.

Section 3. "Condominium Association" shall mean TowneClub Condominium Association, Inc., a Georgia non-profit corporation, and its successors and assigns.

Section 4. "Easement Area" shall mean any portion of the Property whereon, wherein, or wherever is located any of the easements declared and established by this Agreement. As to that portion of the Easement Areas that is located within Parcel I, the parties hereto agree that such portion of the Easement Areas shall be and is hereby agreed to be owned in undivided percentage interests (which percentage interests are set forth in the Condominium Declaration) by the Unit Owners of the Condominium. The parties hereto further agree that to the extent that any portion of the Easement Areas is located within Parcel II, such portion of the Easement Areas shall be and is hereby agreed to be owned in fee simple by TowneClub Partners, SUBJECT, HOWEVER, in each instance, to the perpetual easements established by this Agreement. In the event that Parcel II is submitted as part of the Condominium, any portion of the Easement Areas that is located within Parcel II shall be and is hereby agreed to be common elements of the Condominium.

Section 5. "Georgia Condominium Act" shall mean O.C.G.A. § 44-3-70, et seq., as amended from time to time.

Section 6. "TowneClub Partners" shall mean TowneClub Partners, LLC, a Georgia limited liability company, and its successors-in-title to all or any portion of Parcel II.

Section 7. "Mortgage" shall mean any first-in-priority deed or deeds to secure debt, mortgage, or other instrument in the nature thereof, at any time and from time to time which encumbers all or a portion of the Property as reflected in the Official Records, but said term shall not be construed to include any deed to secure debt or similar instrument that does not constitute a first-in-priority encumbrance against either Parcel.

Section 8. "Mortgagee" shall mean the holder or holders, from time to time, of a Mortgage, as reflected in the Official Records.

Section 9. "O.C.G.A." shall mean the Official Code of Georgia Annotated.

Section 10. "Official Records" shall mean the official land records of the Clerk of the Superior Court of Richmond County, Georgia.

Section 11. "Owner" or "Owners" shall mean the Person or Persons owning fee simple title to a Parcel, as shown by the Official Records (or if any Parcel is converted to the condominium form of ownership by submitting the same to the Georgia Condominium Act, the term "Owner", during the period of time when the Parcel is submitted to the condominium form of ownership, shall for all purposes hereunder mean the condominium association, on behalf of the unit owners as the Owner of such Parcel). The term "Owners" shall not be construed to include any Unit Owner or any Person having an interest in any portion of the Property as security under a Mortgage. Unless specifically otherwise set forth herein, the condominium association, if any, shall be and is hereby, authorized to act on behalf of the unit owners in such condominium. Owner means any of the Owners.

Section 12. "Parcel" shall mean each of those certain parcels of land and improvements located thereon being more particularly described in Exhibit "A" and Exhibit "B" attached hereto.

Section 13. "Parcel I" shall mean that certain parcel of land and the improvements located thereon, being more particularly described in Exhibit "A" attached hereto and any other property later submitted to the Condominium by amendment recorded in the Official Records.

Section 14. "Parcel II" shall mean that certain parcel of land and the improvements located thereon, being more particularly described in Exhibit "B" attached hereto. In the event that portions of Parcel II are submitted to the Condominium, then such property shall, after the recording of the amendment submitting such property to the Condominium, be deemed to be part of Parcel I.

Section 15. "Percentage Share" shall mean the percentage of Common Expense to be allocated to each Parcel, which shall be a fraction, the numerator of which is the number of dwelling units, located on each Parcel and the denominator of which is the total number of dwelling units on the Property, rounded to the nearest 1/100<sup>th</sup> of one percent. In the event that dwelling units located on Parcel II are submitted to the Condominium, then the Percentage Share shall be adjusted according to the above formula. The initial assigned percentage is as follows:

Parcel I	$\frac{26 \text{ units}}{130 \text{ total units}} \times 100 = 20.00\%$
Parcel II	$\frac{104 \text{ units}}{130 \text{ total units}} \times 100 = 80.00\%$

Section 16. "Permittee" shall mean any Person that is any of the following: (a) a Unit Owner or an owner of a portion of a Parcel; (b) a tenant or subtenant of an Owner, or an owner of a portion of a Parcel; or (c) any officer, agent, employee, licensee, guest, invitee, independent contractor, or Mortgagee of an Owner, or an owner of a portion of a Parcel. An Owner is not a Permittee.

Section 17. "Person" shall mean a natural person, corporation, partnership, association, trust, or other legal entity.

Permittees of the Condominium Association and the Permittees of Parcel II Owner with respect to the use and enjoyment of the Roadways and the Common Facilities, shall not impair any existing rights, and shall not be capricious or inconsistently enforced against any Person.

(b) Utilities. Reciprocal, perpetual, non-exclusive easements are granted over, under, on, and through the Property by each respective Owner to the other Owner for all existing utilities and services, including, but not limited to, electricity, gas, water, cable and telephone by means of pipes, ducts, conduits, equipment, transformers, and other apparatus (hereinafter "Utilities Systems") and related replacement and upgrades thereof, and shall cover the area reasonably necessary to maintain, repair and replace said Utilities Systems. Said easement for the Utilities Systems shall serve both Parcels in order to provide utility services to both Parcels.

(c) Storm Drainage. Reciprocal, perpetual, non-exclusive easements are granted over, under, on, and through the Property by each respective Owner to the other Owner for the use and enjoyment, maintenance and repair of all existing storm sewer lines, detention areas, and appurtenant facilities (hereinafter, the "Storm Drainage Systems"), and related replacement and upgrades thereof, and shall cover the area reasonably necessary to maintain, repair and replace said Storm Drainage Systems. Said easements for the Storm Drainage Systems shall serve both Parcels in order to control, direct and provide for storm water and surface water runoff.

(d) Sanitary Sewer. Reciprocal, perpetual, non-exclusive easements are granted over, under, on, and through the Property by each of the respective Owners to the other Owner for the use and enjoyment, maintenance and repair of all existing sanitary sewer lines and systems (hereinafter, the "Sanitary Sewer Systems") and related replacement and upgrades thereof, and shall cover the area reasonably necessary to maintain, repair and replace said Sanitary Sewer Systems. Said easement for the Sanitary Sewer Systems shall serve both Parcels in order to provide sanitary services to both Parcels.

(e) General Construction, Renovation, and Repair Easements. Reciprocal nonexclusive easements are reserved over the Parcels for access and temporary encroachments by contractors and subcontractors (and the equipment and employees thereof) during construction, renovation, and repair to the extent reasonably necessary to improve, construct, renovate, repair, and maintain any Parcel, or any part thereof; provided, however, (a) each Owner shall exercise its rights under this sub-section 1(e) in such a manner as to minimize disruption of the other Owners' quiet enjoyment, use, and operation of their respective Parcels; (b) any access and encroachment activities permitted by this sub-section shall be completed as soon as reasonably possible once commenced; (c) no easement is herein granted to any Owner for permanent storage of materials or equipment upon any other Owner's Parcel; and (d) each Owner exercising its rights under this sub-section agrees to and does hereby indemnify the other Owners from any loss, costs, damage, or expense incurred by such other Owner as a result of the exercise by the indemnifying Owner of its right under this sub-section.

(f) Trash Dumpsters. Reciprocal, perpetual, non-exclusive easements are granted over, on, and through the Property by each respective Owner to the other Owner for the use and enjoyment of the trash dumpsters located on the Property and non-exclusive pedestrian easements of ingress and egress over, on, and through the Property for the limited purpose of accessing the trash dumpsters.

(g) Encroachments. Reciprocal, perpetual, non-exclusive easements are granted over, under, on, and through the Property by each of the respective Owners to the other Owner for minor encroachments, presently in existence or which inadvertently occur in the future, which will not substantially interfere with the real property encroached upon created by the construction, reconstruction, renovation, settling, shifting, or other causes of movement and for overhangs. This easement shall be appurtenant to each Parcel for the benefit of each of the respective Owners thereof.

Section 18. "Property" shall mean, collectively, the land, and all of the improvements constructed thereon and therein being more particularly described in Exhibit "A" and Exhibit "B" attached hereto.

Section 19. "Roadways" shall mean those certain paved roadways and parking areas located on the Property.

Section 20. "Site Plan" shall mean the site plan attached hereto as Exhibit "C" and incorporated herein by this reference.

Section 21. "Storm Drainage Systems" shall have the same meaning set forth in article 3, Section 1(c) of this Agreement.

Section 22. "Unit Owner" shall mean the Person or Persons owning fee simple title to an individual residential condominium unit dwelling located on the Property.

Section 23. "Utilities Systems" shall have the same meaning set forth in Article 3, Section 1(b) of this Agreement.

## **ARTICLE 2**

### **PURPOSE**

Section 1. Purposes. The purpose of this Agreement is to provide for the use, enjoyment, maintenance, repair and replacement of certain portions of the Property through the easements and the agreements to share costs as more specifically set forth herein.

Section 2. Grant of Easements. This Agreement and all the provisions hereof are and shall be perpetual easements and shall burden and bind the Property in perpetuity, unless terminated by the unanimous consent of the Owners. All terms of this Agreement pertain to the operation, maintenance, and repair of the perpetual easements granted herein and are not separate covenants or restrictions. This Agreement shall be deemed incorporated into all deeds and conveyances hereinafter made by any Owner whether or not expressly referenced therein. Every Person, including a Mortgagee, acquiring or holding any interest or estate in either of the Parcels shall take or hold such interest or estate, or the security interest with respect thereto, with notice of the terms and provisions of this Agreement; and in accepting such interest or estate in, or a security interest with respect to, any Parcel, such Person shall be deemed to have assented to this Agreement and all the terms and provisions hereof.

## **ARTICLE 3**

### **GRANT AND RESERVATION OF EASEMENTS, LIMITATIONS AND AGREEMENT**

Section 1. Reciprocal Easements.

(a) Common Facilities Easement. The Owner of each Parcel shall each have a non-exclusive easement of use and enjoyment, ingress, egress, access and travel over and upon the Roadways and the Common Facilities located on the other Parcel (hereinafter referred to as the "Common Facilities Easement"). The Common Facilities Easement shall (unless expressly provided herein to the contrary) be perpetual in duration and shall, both as to the benefits and the burdens thereof, run with the title to, and burden the title to, the Parcels and each portion thereof. The Common Facilities Easement is subject to the following: any declaration of condominium recorded now or in the future, any reasonable rules and regulations imposed by the Owner of the Parcel upon which the Roadway or Common Facility is located, and any amendments thereto; provided, however, such instruments shall be nondiscriminatory between the

Section 2. Sales and Marketing. For so long as TowneClub Partners owns any units in the Property primarily for the purpose of sale or lease, TowneClub Partners and its duly authorized contractors, subcontractors, representatives, agents, associates, employees, tenants and successors and assigns shall have: (i) a non-exclusive easement for access and ingress to, egress from and use of the Common Facilities and all other portions of the Property for the placement and maintenance of signs, banners, balloons, decorations marketing materials and tables, a sales office, a leasing office, a business office, promotional facilities and model units; (ii) a non-exclusive easement to use the Common Facilities for special events and promotional activities; and (iii) a transferable, non-exclusive easement on, over, through, under and across the Common Facilities for the purpose of making improvements on the Property or any portion thereof, for the purpose of constructing, installing, replacing, repairing, restoring and maintaining all utilities, buildings, driveways, landscaping and any other improvements on the Property or serving the Property, and for the purpose of doing all things reasonably necessary and proper in connection therewith. Notwithstanding anything to the contrary in this Agreement, this easement shall not be for the benefit of any Permittees without the written consent of TowneClub Partners.

Section 3. Controlled Access. TowneClub Partners reserves the right, without obtaining the consent or approval of Association, to install a controlled access entrance gate to the Property. Such entrance gate may require the use of a code, remote device, or any similar instrument in order to gain access through such gate. TowneClub Partners shall provide Association and its designated Permittees with appropriate use of a code, remote device, or similar instrument, for the purpose of egress and ingress through the entrance gate. TowneClub Partner shall be responsible for maintaining the entrance gate and all expenses incurred by TowneClub in accordance with its responsibilities under this sub-section shall be a Common Expense, provided, however, TowneClub shall charge the Association the actual cost for any remote device necessary for access and any replacements thereof.

Section 4. Rights of Permittees. To the extent any easement or other right created by this Agreement is stated to expressly any Owner, such Owner shall be entitled to designate from time to time which, if any, of its Permittees shall be entitled to utilize and enjoy such rights; it being the intent of this Agreement that no independent rights shall be created by this Agreement as to any such Permittees except for those which may be terminated or withdrawn at any time by the Owner through whom such rights were derived. To the extent any Parcel is submitted to the condominium form of ownership in accordance with the Georgia Condominium Act, the easement rights granted herein shall be common elements of such condominium, and as such shall be expressly subject to the right of the applicable condominium association to operate, administer, and regulate the easement rights along with the other common elements.

Section 5. Damages. Damages caused by the exercise of the easement rights granted herein to Condominium Association and its Permittees, including, but not limited, to reasonable attorney fees, shall be paid by Condominium Association, provided that the Permittees causing such expense shall be jointly and severally liable.

## ARTICLE 4 MAINTENANCE AND REPAIR

Section 1. Maintenance Responsibility. Each Owner shall operate, manage, maintain, repair, replace and insure the Roadways and the Common Facilities located on the Owner's Parcel in accordance with the standards of similar properties in Richmond County, Georgia and pursuant to a maintenance schedule as established in the sole discretion of the Owner. This maintenance responsibility shall include, but shall not be limited to, repaving the Roadways and the parking spaces located on the Common Facilities, repairing any cracks or holes that develop in the Roadways and the parking spaces located on the Common Facilities, periodic sealing and striping of the Roadways, erecting speed limit or other appropriate signs on

the Roadways, resurfacing the swimming pool, repairing and replacing the fitness center, and paying all utility charges associated with the operation and use of the Roadways and the Common Facilities. All expenses incurred by an Owner in accordance with its responsibilities under this Section shall be a Common Expense.

Section 2. Insurance. Condominium Association and TowneClub Partners shall obtain and maintain a comprehensive general liability insurance policy and a casualty insurance policy covering its respective interests and easement rights in the Property.

Section 3. Failure to Maintain. If an Owner has failed or refused to discharge properly its obligation with regard to the maintenance, repair, or replacement of items of which it is responsible hereunder, then, the other shall give the Owner written notice of its failure or refusal and of the Owner's right to provide necessary maintenance, repair, or replacement. The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary.

Unless an emergency exists, the non-performing Owner shall have ten (10) days within which to complete maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within ten (10) days. If an emergency exists or the Owner has not complied with the demand as herein provided, then the other Owner may provide any such maintenance, repair, or replacement and the costs and expenses of such shall be apportioned as provided elsewhere in this Agreement.

If the need for maintenance or repair is caused through the willful or negligent act of any Owner or its Permittees, then such Owner shall be responsible for the cost of any such maintenance, repair, or replacement.

Section 4. Joint Committee. Each Owner shall appoint at least one (1) but no more than three (3) persons to the Joint Committee. Unless the Owners agree otherwise, the Joint Committee shall call at least one (1) meeting every quarter of the calendar year. The Joint Committee meetings shall be for the purpose of discussing issues and concerns related to this Agreement, including, without limitation, the upkeep and maintenance of Roadways and the Common Facilities. Notwithstanding anything to the contrary contained herein, the Joint Committee shall operate in an advisory capacity only.

## ARTICLE 5 PARKING

Section 1. Use of Parking. The Owner of each Parcel shall each have a non-exclusive easement of use and enjoyment, which shall be appurtenant thereto, of the parking spaces located in the Property, subject to the following:

(a) Condominium Association shall have the right to assign a parking space located in Parcel I as a limited common element for the exclusive use of one of its Permittees in accordance with the Condominium Declaration, provided, however, Condominium Association shall obtain the written consent of TowneClub Partners prior to such assignment, which consent may be granted or denied in its sole discretion.

(b) TowneClub Partners or its designee shall have the right to sell, lease, and exclusively assign any and all parking spaces to any Person it deems appropriate, except for those spaces assigned in accordance with Section 1(a) above. Any proceeds from any sale or lease shall be the sole property of TowneClub Partners or its designee.

(c) All parking shall be available on a first-come, first-served basis, except for those spaces designated for exclusive use in accordance with Section 1(a) or (b) above.

Section 2. Modification of Parking Spaces. Each Owner reserves the right, from time to time, without obtaining the consent or approval of the other Owner, to make any changes, alterations, or modifications to the parking spaces located on its Parcel, provided that such changes, alterations, or modifications do not adversely materially affect the other Owner's use of the parking spaces or result in an increase in the total Common Expenses of more than Five Hundred and No/100 Dollars (\$500.00) in any calendar year.

Section 3. Charges. Unless otherwise approved by the other Owner, no Owner shall impose or collect any charges, fees, or other amounts for the use of the parking spaces on the other Owner, except for the obligation to pay for Common Expenses as described in Article 8.

## **ARTICLE 6**

### **OBLIGATION TO SHARE COSTS**

Section 1. Common Expenses. All expenses of the operation, utilities, insurance, maintenance, replacement, and rebuilding of the Roadways and the Common Facilities and contributions to the capital reserve fund, if any, shall be Common Expenses, which the Owners shall pay in accordance with their Percentage Share. In the event an Owner retains a management company or employees to provide general management services for that Owner's Parcel, the expenses associated with such services, or portions thereof, shall not be a Common Expense, unless a portion of said expenses are solely attributable to the Common Facilities or Roadways (ex: a specific amount is charged by a management company for providing landscaping services in accordance with Article 5 hereof). On or before September 30<sup>th</sup> of each calendar year, each Owner shall provide the other Owner with a budget of the anticipated Common Expenses that it expects to incur for the next calendar year. Each Owner shall bill the other Owner for its Percentage Share of Common Expenses on a quarterly basis. Each Owner shall pay its Percentage Share of Common Expenses regardless of whether such Common Expenses were anticipated and included in the budget. Payments of the Percentage Share of Common Expenses actually incurred shall be made within thirty (30) days of being billed; provided, however, that regular and recurring Common Expenses may be averaged and billed quarterly in advance on a basis that is fair and reasonable in light of all the circumstances. If requested in writing by an Owner, the other Owner shall afford the requesting Owner with reasonable access to the books and records relating to the Common Expenses and the requesting Owner shall have the right at its own expense to copy such records.

Section 2. Special Assessments. Each Owner may levy a special assessment upon the other for any capital improvements to the Common Facilities or Roadways located on the Owner's Parcel to reimburse the Owner for the costs incurred in connection therewith. The costs of the capital improvements shall be apportioned among the Owners based on their Percentage Share. The total special assessments special assessments levied in a calendar year upon an Owner shall not exceed \$7,500 without the other Owner's written consent.

Section 3. Specific Assessments. Each Owner shall have the right to specifically assess the other Owner for the costs and expenses to repair any damage to the Common Facilities or Roadway located on that Owner's Parcel if such damage is attributable to the other Owner or its Permittees. Additionally, fines levied pursuant to Article 7, Section 3 shall be a specific assessment.

Section 4. Nonpayment; Remedies. In the event an Owner does not comply with the payment requirements set forth herein, the other Owner may pay the non-complying Owner's obligation and obtain reimbursement for such amounts immediately upon notice to the non-complying Owner. If suit is filed to



collect such amounts, an Owner shall be obligated to pay a late fee of ten percent (10%) of the amount due and owing, which shall accrue interest at the maximum legal rate permitted. The losing party in any litigation over this Agreement shall pay the successful party's reasonable attorney fees, costs and expenses associated with such litigation. An Owner may also suspend the authority of Permittees to use and enjoy the Common Facilities Easement in the event an Owner does not comply with the payment requirements set forth herein; provided, however, such suspension shall automatically be rescinded upon the full payment of all outstanding amounts.

All unpaid costs and other amounts payable pursuant to the terms hereof shall constitute a lien against each Parcel. Such lien shall also include all costs of collection, including court costs and reasonable attorney fees actually incurred. Said lien may be evidenced by a Notice of Lien executed by the other Owner setting forth the amounts due and filed in the Office of the Superior Court of Richmond County, Georgia. Said lien may be foreclosed by action, judgment and foreclosure in the same manner as other liens for the improvement of real property. In addition to and not in lieu of the foregoing, an Owner shall be entitled to seek a personal judgment against the other Owner and such other responsible person or entity for all amounts due and owing pursuant to the terms of this Agreement, and in any such action shall be entitled to recover, in addition to such amounts, all costs of collection, including court costs and reasonable attorneys fees actually incurred.

Section 5. Capital Reserve Fund. Each Owner, shall have the right, but not the obligation to, establish a capital reserve fund for the Roadways and the Common Facilities located on the Owner's Parcel, which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost.

Section 6. Damages. Any expenses, including, but not limited, to reasonable attorney fees, occasioned by the negligence or misconduct of an Owner or any of its Permittees shall be paid by said Owner, provided that the Permittee(s) causing such expense shall be jointly and severally liable.

## **ARTICLE 7**

### **GENERAL**

Section 1. Amendment. This Agreement may be amended at any time and from time to time upon the written consent of TowneClub Partners and Condominium Association. Amendments to this Agreement shall become effective upon recordation, unless a later effective date is specified therein. In no event shall a change of conditions or circumstances operate to amend any provisions of this Agreement.

Section 2. Expansion of Parcel I. In the event any portion of the property described in Exhibit "B" is submitted to TowneClub Condominium in accordance with the Condominium Declaration and the Georgia Condominium Act, such property shall be automatically thereafter be deemed part of the Parcel I and Exhibits "A" and "B" hereof shall be deemed to have been amended for the purpose of effectuating such revision and no recorded amendment to this Agreement shall be necessary.

Section 3. Enforcement. Each Owner shall have the right to impose a monetary fine or suspend for a period of no more than one (1) year a Permittee's use and enjoyment, ingress, egress, access and travel over and upon the Common Facilities located on the Owner's Parcel if such Permittee violates the terms of this Agreement when using the Common Facilities Easement, provided, however, no Owner shall suspend the right of a Permittee: (a) to ingress, egress, access and travel over and upon the Common Facilities and Roadways to the extent such is necessary for ingress, egress, access and travel between any public roadway and the unit, if any, of which the Permittee is an owner or occupant of; or (b) to the use of a parking space assigned to a Permittee's condominium unit in accordance with the Condominium Declaration and Article 5, Section 1 hereof, or ingress, egress, access and travel over and upon the Common Facilities and

Roadways to the extent such is necessary for ingress, egress, access and travel between any public roadway and such a parking space. Each Owner shall be jointly and severally liable for any fine imposed upon its Permittees.

Except in an emergency where the failure to act could create, in the sole judgment of the Owner, a risk of injury to persons or property or result in claims against the Owner, an Owner shall not impose a fine or suspend the rights of use and enjoyment, ingress, egress, access and travel over and upon the Roadways and the Common Facilities, unless and until the Owner has sent or delivered written notice to the violator as provided in subsection (a) below. Any such fine or fines may be effective or commence upon the sending of such notice or such later date as may be set forth in such notice, notwithstanding the violator's right to request a hearing to challenge such fine under subsection (b) below. If emergency action is taken pursuant to this Section, the Owner shall still use reasonable efforts to provide notice to the violator and an opportunity for the violator to request a hearing as set forth below.

(a) Notice. If any provision relating to Roadways and the Common Facilities located on an Owner's Parcel of this Agreement is violated, the Owner shall send the individual violator and its Owner written notice identifying the violation and fine(s) being imposed and advising the violator of the right to request a hearing to contest the violation or fine(s) or to request reconsideration of the fine(s). Fine(s) may be effective or commence upon the sending of such notice or such later date specified in such notice, notwithstanding the violator's right to request a hearing to challenge the fine. In the event of a continuing violation, each day the violation continues or occurs again constitutes a separate offense, and fines may be imposed on a per diem basis without further notice to the violator.

(b) Hearing. If a written request for hearing is received from the violator within ten (10) days of the date of the violation notice provided above, then the Owner, or its board of directors or other designated agent, shall schedule and hold in executive session a hearing affording the violator a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing. The Owner conducting the hearing may establish reasonable rules of conduct for such hearing, which may include limits on time and on the number of participants who may be present at one time.

Section 4. Binding Effect. The easements and other agreements, provided for herein shall run with the land and be binding upon and shall inure to the benefit of the parties hereto and their respective successors, transferees and assigns.

Section 5. Interpretation. This Agreement shall be governed by and construed under the laws of the State of Georgia. The preambles of this Agreement are incorporated herein by this reference.

Section 6. Compliance With Governmental Authority. TowneClub Partners and Condominium Association, agree to comply and to cause compliance by their members, invitees, licensees, and guests with all laws, ordinances, statutes, rules and regulations of any governmental authority relating to the use, condition, or maintenance of the Easement Areas, and in the event that any expense is required to effect such compliance, such expense shall be considered a Common Expense.

Section 7. Waiver. No failure of any party to exercise any power given any of them hereunder or to insist upon strict compliance by the other with its obligations hereunder and no custom or practice at variance with the terms hereof shall constitute a waiver of the right to demand exact compliance with the terms hereof.

Section 8. Indemnification. The Parcel Owners shall bear the full responsibility for their use of the Easement Areas, by themselves and their Permittees. Each Parcel Owner shall hold the other Parcel Owners harmless from any claim, demand or cause of action for damages to person or property resulting

from their negligent use, occupancy, and possession of the Easement Areas by themselves and their Permittees.

Section 9. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Agreement to any person, organization 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 Agreement are declared to be severable. This Agreement shall not be assigned without the written consent of all parties hereto.

Section 10. Effective Date. This Agreement shall become effective upon execution by all parties hereto and recording of this Agreement in the Official Records.

Section 11. Notices. Each notice required or permitted to be given hereunder must comply with the requirements of this Section. Each such notice shall be in writing and shall be delivered either by personally delivering it by hand or Federal Express or similar courier service to the Person to whom notice is directed, or by facsimile transmission, or by depositing it with the United States Postal Service, certified mail, return receipt requested, with adequate postage prepaid, addressed to the appropriate party (and marked to a particular individual's attention). Unless expressly provided otherwise in this Agreement, such notice shall be deemed delivered at the time of personal delivery or, if mailed, when it is deposited as provided above, but the time period in which a response to any such notice must be given or any action taken with respect thereto shall commence to run from the date it is personally delivered or, if mailed, the date of receipt of the notice by the addressee thereof, as evidenced by the return receipt. Notwithstanding the above, notice by facsimile transmission shall be deemed to have been given as of the date and time it is transmitted if the sending facsimile machine produces a written confirmation with a date, time and telephone number to which the notice was sent. Rejection or other refusal by the addressee to accept the notice shall be deemed to be receipt of the notice. In addition, the inability to deliver the notice because of a change of address of the party of which no notice was given to the other party as provided below shall be deemed to be the receipt of the notice sent. The addresses of the parties to which notice is to be sent shall be those set forth below. Such addresses may be changed by either party by designating the change of address to the other party in writing.

TowneClub Partners:

TowneClub Partners, LLC.  
P.O. Box 2203  
Alpharetta, Georgia 30023  
ATTN: J.R. Woomer

Condominium Association:

TowneClub Condominium Association, Inc.  
414 Berckman Road  
Augusta, Georgia 30909  
ATTN: President

Section 12. 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.

Section 13. Obligations. The obligation to pay any sum due herein shall be mandatory and independent of whether Condominium Association agrees with or is satisfied with the manner and extent by TowneClub Partners of performance of its duties and responsibilities set forth or referred to herein, their sole

remedy being to demand, in an appropriate forum, performance of the duties and responsibilities set forth or referred to herein this Agreement.

Section 14. Conveyances. Conveyances of any portion of the Property shall be expressly subject to the terms and provisions of this Agreement, and each and every owner of such property, by acceptance of a deed therefor, acknowledges the validity of this Agreement and its binding effect upon him regardless of whether or not express mention of this Agreement is made in such deed or in any other conveyancing documents.

Section 15. Reservation of Rights. No portion of this Agreement shall be construed as granting any general easements for use of any portion of the Property to any owners or residents or any other Person therein except as specifically described herein.

Section 16. Duration. The provisions of this Agreement shall run with and bind the land and shall be and remain in effect perpetually to the extent permitted by law. However, so long as Georgia law limits the period during which covenants restricting lands to certain uses may run, any provisions of this Agreement affected thereby shall run and bind the land so long as permitted by such law and such provisions shall automatically be renewed for successive periods not to exceed the period permitted by such law, unless, at least one (1) year prior to the expiration of the initial or any successive term, TowneClub Partners and Condominium Association, in a written instrument recorded in the Official Records agree to terminate this Agreement. Every purchaser or grantee of any interest in any real property subject to this Agreement, by acceptance of a deed or other conveyance therefor, thereby agrees that such provisions of this Agreement may be extended and renewed as provided in this Section. Notwithstanding the above, at such time, if any, as all of Parcel II is submitted to the Condominium Declaration, this Agreement shall automatically terminate and shall be of no further force and effect, and the Easement Areas shall be deemed common elements of the Condominium.

Section 17. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

Section 18. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument, and a facsimile copy of which shall be deemed an original.

[SIGNATURE PAGES FOLLOW]

THE UNDERSIGNED, being the duly appointed officers of the respective parties hereto, have executed this Agreement and affixed their respective corporate seals as of the date first above written.

CONDOMINIUM ASSOCIATION:

TOWNECLUB CONDOMINIUM ASSOCIATION, INC.,  
a Georgia non-profit corporation

By: [Signature] (SEAL)  
President

Signed, sealed, and delivered

this 29<sup>th</sup> day of November, 2004  
in the presence of:

[CORPORATE SEAL]

Witness [Signature] Blanks  
Notary Public  
COBB COUNTY  
PUBLIC  
OCT. 10, 2005  
TOWNECLUB PARTNERS:

TOWNECLUB PARTNERS, LTD.,  
a Georgia limited liability company partnership

By: [Signature] (SEAL)  
Name: John R. W. W. W.  
Title: Manager

Signed, sealed, and delivered  
this 29<sup>th</sup> day of November, 2004  
in the presence of:

Witness [Signature] Blanks  
Notary Public  
COBB COUNTY  
PUBLIC  
OCT. 10, 2005

EXHIBIT "A"

LEGAL DESCRIPTION OF PARCEL I

All that tract or parcel of land lying and being in the 1269<sup>th</sup> GMD of the Richmond County, Georgia, and being more particularly described as follows:

Beginning at the intersection with the centerline of Brookside West Apartments entrance & the easterly right-of-way of Berkman Road 80' R/W; running thence along said right-of-way of Berkman Road in a northly direction a distance of 521.13 feet to ½" rebar found; thence leaving said right-of-way South 57 Degrees 06 Minutes 08 Seconds East a distance of 349.71 feet to **The True Point of Beginning**. Running thence North 32 Degrees 54 Minutes 37 Seconds East a distance of 224.58 feet to a point; Running thence South 57 Degrees 44 Minutes 09 Seconds East a distance of 276.19 feet to a point; Running thence South 33 Degrees 01 Minutes 16 Seconds West a distance of 31.73 feet to a point; Running thence North 56 Degrees 58 Minutes 44 Seconds West a distance of 31.76 feet to a ½" rebar found; Running thence South 32 Degrees 54 Minutes 37 Seconds West a distance of 195.97 feet to a ½" rebar found; Running thence North 57 Degrees 06 Minutes 08 Seconds West a distance of 244.35 feet to **The True Point of Beginning**.

Said parcel of land containing 1.29 acres (56,209 sq. feet).

EXHIBIT "B"

LEGAL DESCRIPTION OF PARCEL II

All that tract or parcel of land lying and being in the 1269<sup>th</sup> GMD of the Richmond County, Georgia, and being more particularly described as follows:

Beginning at the intersection with the centerline of Brookside West Apartments entrance & the easterly right-of-way of Berkman Road 80 R/W; Running thence along said right-of-way of Berkman Road in a northerly direction a distance of 521.13 feet to **The True Point of Beginning**; Thence continuing along said right-of-way following the arc of a curve to the right a distance of 496.54 feet (said arc having a radius of 1050.54 feet and a chord bearing of North 06 Degrees 16 Minutes 44 Seconds East a distance of 491.94 feet) to a concrete monument found; Thence leaving said right-of-way South 58 Degrees 20 Minutes 42 Seconds East a distance of 1016.58 feet to a ¾" open top found; Running thence South 32 Degrees 50 Minutes 04 Seconds West a distance of 266.31 feet to a point; Running thence North 56 Degrees 58 Minutes 44 Seconds West a distance of 170.37 feet to a point; Running thence North 33 Degrees 01 Minutes 16 Seconds East a distance of 31.73 feet to a point; Running thence North 57 Degrees 44 Minutes 09 Seconds West a distance of 276.19 feet to a point; Running thence South 32 Degrees 54 Minutes 37 Seconds West a distance of 224.58 feet to a point; Running thence North 57 Degrees 06 Minutes 08 Seconds West a distance of 349.71 feet to a point to **The True Point of Beginning**.

Said parcel of land containing 7.42 acres (323,642 sq. feet).

EXHIBIT "C"

SITE PLAN

[ATTACHED]





## **SECTION 4**

# **Articles of Incorporation**

**ARTICLES OF INCORPORATION**  
**OF**  
**TOWNECLUB CONDOMINIUM ASSOCIATION, INC.**

1. Name. The name of the Corporation is TowneClub Condominium Association, Inc. ("Corporation" or "Association").

2. Duration. The Corporation shall have perpetual duration.

3. Applicable Statute. The Corporation is organized pursuant to the provisions of the Georgia Nonprofit Corporation Code, O.C.G.A. § 14-3-1, *et seq.*

4. Purposes and Powers. The Corporation does not contemplate pecuniary gain or benefit, direct or indirect, to its members.

a. In way of explanation and not of limitation, the purposes for which it is formed are:

(i) to be and constitute the Association to which reference is made in the Declaration of Condominium for TowneClub Condominium, as may hereinafter be amended, filed of record in the Office of the Clerk of the Superior Court of Richmond County, Georgia ("Declaration"), to perform all obligations and duties of the Association, and to exercise all rights and powers of the Association, as specified therein, in the Bylaws of the Association ("Bylaws"), and as provided by law; and

(ii) to provide an entity for the furtherance of the interests of the owners of units in the condominium development as described in the Declaration.

b. In furtherance of its purposes, the Corporation shall have the following powers, which, unless indicated otherwise by the Declaration or Bylaws, may be exercised by the Board of Directors of the Association:

(i) all of the powers conferred upon nonprofit corporations by common law and the statutes of the State of Georgia in effect from time to time; and

(ii) all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in these Articles, the Bylaws, the Declaration, or the Georgia Condominium Act, including, without limitation, the following:

(A) to fix and to collect assessments or other charges to be levied against the units;

(B) to manage, control, operate, maintain, repair, and improve the common area and facilities, and property subsequently acquired by the Corporation, or any property owned by another, for which the Corporation, by rule, regulation, Declaration, or contract, has a right or duty to provide such services;

(C) to enforce covenants, conditions, and restrictions affecting any property to the extent the Association may be authorized to do;

(D) to engage in activities which will actively foster, promote, and advance the common interests of all owners of units at the development;

(E) to buy or otherwise acquire, sell, or otherwise dispose of, mortgage, or otherwise encumber, exchange, lease, hold, use, operate, and otherwise deal in and with real, personal, and mixed property of all kinds and any right or interest therein for any purpose of the Corporation;

(F) to borrow money for any purpose as may be limited in the Declaration;

(G) to enter into, make, perform, or enforce contracts of every kind and description, and to do all other acts necessary, appropriate, or advisable in carrying out any purpose of the Association, with or in association with any other association, corporation, or other entity or agency, public or private;

(H) to act as agent, trustee, or other representative of other corporations, firms, or individuals, and as such to advance the business or ownership interests in such corporations, firms, or individuals;

(I) to adopt, alter, and amend or repeal such bylaws as may be necessary or desirable for the proper management of the affairs of the Association; provided, however, such bylaws may not be inconsistent with or contrary to any provisions of the Declaration or the Georgia Condominium Act, O.C.G.A. § 44-3-70, *et seq.*, or the Georgia Nonprofit Corporation Code;

(J) to participate in mergers and consolidations with other nonprofit corporations upon the affirmative vote of at least two-thirds (2/3) of the Total Association Vote; and

(K) to provide any and all supplemental municipal services as may be necessary or proper.

The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law; and the powers specified in each of the paragraphs of this Article 4 are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provision of this Article 4.

5. Membership. The Corporation shall be a membership corporation without certificates or shares of stock. All unit owners, by virtue of their ownership of units in the Condominium, are members of the Association. The members shall be entitled to one (1) vote for each unit in which they hold the interest required for membership, in accordance with the Declaration.

6. Board of Directors. The affairs of the Corporation shall be governed by a Board of Directors, the number, qualification, and method of election of which shall be set in the Corporation's Bylaws. The method of election and term of office, removal and filling of vacancies shall be as set forth in the Bylaws. The board may delegate such operating authority to such companies, individuals, or committees as it, in its discretion, may determine. The initial Board of Directors of the Corporation shall have one (1) director, and the name and address of the person who is to serve as the initial director is as follows:

NAME

J.R. Woomer

ADDRESS

P.O. Box 2203  
Alpharetta, Georgia 30023

7. Liability of Directors. To the fullest extent that the Georgia Nonprofit Corporation Code, as it exists on the date hereof or as it may hereafter be amended, permits the limitation or elimination of the liability of directors, no director of the Corporation shall be personally liable to the Corporation or its members for monetary damages for breach of duty of care or other duty as a director. No amendment to or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

8. Dissolution. The Association may be dissolved upon the affirmative vote or written consent of not less than two-thirds (2/3) of the votes of members other than the Declarant (as such term is defined in the Declaration), the consent of the Declarant (so long as the Declarant owns any property subject to the Declaration or which may be unilaterally subjected to the Declaration by the Declarant). Upon dissolution of the Association, other than incident to a merger or consolidation, so long as the U.S. Department of Veterans Affairs ("VA") is guaranteeing and/or U.S. Department of Housing and Urban Development ("HUD") is insuring any mortgage in the development, and unless otherwise agreed in writing by HUD or VA, as applicable, any remaining real property assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes. No such restriction shall exist if VA is not guaranteeing or HUD is not insuring any mortgage in the Development; provided, however, HUD and/or VA must be notified of such dissolution.

9. Amendments. These Articles of Incorporation may be amended as provided by the Georgia Nonprofit Corporation Code pursuant to a resolution duly adopted by the Board of Directors and approved by the affirmative vote of the members of the Association entitled to cast at least two-thirds (2/3) of the votes which members present in person or by proxy cast at a meeting of the members of the Association or by members casting at least a majority of the Total Association Vote, whichever is less; provided that, no members shall be entitled to vote on any amendment to these Articles of Incorporation which is for the sole purpose of complying with the requirements of any governmental (including, without limitation, HUD or VA) or quasi-governmental entity authorized to fund, insure or guarantee mortgages on individual units in the Condominium, which amendment may be adopted by the Board of Directors acting alone.

10. Incorporator. The name and address of the incorporator is as follows:

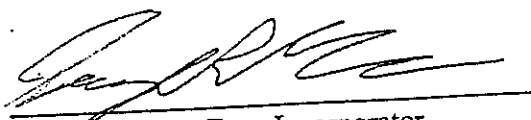
Darryl R. Moss, Esq.  
Weissman, Nowack, Curry & Wilco, P.C.  
One Alliance Center, 4<sup>th</sup> Floor  
3500 Lenox Road  
Atlanta, Georgia 30326

11. Registered Agent and Office. The initial registered office of the Corporation is J.R. Woomer, and the initial registered agent at such address is 414 Berckman Road, Augusta, Georgia 30909.

12. Initial Principal Office. The mailing address of the initial principal office of the Corporation is 414 Berckman Road, Augusta, Georgia 30907.

13. VA/HUD Approval. As long as the Declarant (as such term is defined in the Declaration) has the right to appoint and remove the directors and officers of the Association as provided in the Bylaws, the following actions shall require the prior approval of the VA so long as the VA is guaranteeing any mortgage in the Condominium, and the HUD so long as HUD is insuring any mortgage in the Condominium; annexation of additional property to the Condominium, except for annexation by Declarant in accordance with Paragraph 25 of the Declaration pursuant to a plan of annexation previously approved by the VA and/or HUD, as applicable; mergers and consolidations; mortgaging of Common Elements (as such term is defined in the Declaration); dedication of Common Elements to any public entity; dissolution; and amendment of these Articles of Incorporation.

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation.

  
Darryl R. Moss, Esq., Incorporator

Weissman, Nowack, Curry & Wilco, P.C.  
One Alliance Center, 4<sup>th</sup> Floor  
3500 Lenox Road  
Atlanta, Georgia 30326

## **SECTION 5**

### **Estimated Budget for Association**

**TOWNECLUB CONDOMINIUM ASSOCIATION, INC.**  
**ESTIMATED BUDGET BASED ON SUBMISSION OF 130 UNITS**

<u>FEE</u>	<u>YEAR</u>	<u>MONTH</u>
<b><u>ADMINISTRATIVE EXPENSES:</u></b>		
	\$ 300	\$ 25
Supplies	\$ 2,000	\$ 167
Legal	\$ 1,200	\$ 100
Accounting	\$ 1,500	\$ 125
Taxes	\$ 19,500	\$ 1,625
Management Fee	\$ 2,500	\$ 208
Operating Capital	\$ 180	\$ 15
Bank Service Charges	\$ 27,180	\$ 2,265
<b>TOTAL:</b>		
<b><u>OPERATING EXPENSES:</u></b>		
	\$ 12,000	\$ 1,000
Landscape Maintenance & Supplies	\$ 900	\$ 75
Janitorial	\$ 1,000	\$ 83
Entry System	\$ 1,800	\$ 150
Gate Maintenance & Repair	\$ 180	\$ 15
Fire Equipment & Alarm	\$ 420	\$ 35
Sprinkler System	\$ 2,820	\$ 235
Pest Control	\$ 5,250	\$ 437
Pool Maintenance	\$ 24,370	\$ 2,030
<b>TOTAL:</b>		
<b><u>UTILITIES:</u></b>		
	\$ 7,140	\$ 595
Electric	\$ 13,500	\$ 1,125
Water/Sewer	\$ 34,500	\$ 2,875
Insurance	\$ 1,200	\$ 100
Telephone	\$ 12,684	\$ 1,057
Waste Removal	\$ 468	\$ 39
DSL/Cable Access	\$ 69,492	\$ 5,791
<b>TOTAL:</b>		
<b><u>RESERVES:</u></b>		
	\$ 7,000	\$ 583
Capital Reserve Fund	\$ 128,042	\$ 10,669
<b>TOTAL</b>		

Declarant reserves the right, but not the obligation, to submit to the Condominium all or a portion of the Additional Property described in the Declaration of Condominium. Declarant intends to submit additional Units to the Condominium in several phases. In the event of such submission, the Association's budget shall be adjusted accordingly. The estimated budgeted, based on the submission of 130 Units, is provided for informational purposes only and shall not be deemed an obligation of the Declarant to submit such Units.



**TOWNECLUB CONDOMINIUM ASSOCIATION, INC.**  
**ESTIMATED INITIAL BUDGET**  
**Phase I - 26 Units**

<u>FEE</u>	<u>YEAR</u>	<u>MONTH</u>
<u>ADMINISTRATIVE EXPENSES:</u>		
	\$ 60	\$ 5.00
Supplies	\$ 400	\$ 33.34
Legal	\$ 240	\$ 20.00
Accounting	\$ 300	\$ 25.00
Taxes	\$ 3,900	\$ 325.00
Management Fee	\$ 500	\$ 41.67
Operating Capital	\$ 180	\$ 15.00
Bank Service Charges	\$ 5,580	\$ 465.01
TOTAL:		
<u>OPERATING EXPENSES:</u>		
	\$ 2,400	\$ 200.00
Landscape Maintenance & Supplies	\$ 180	\$ 15.00
Janitorial	\$ 200	\$ 16.67
Entry System	\$ 360	\$ 30.00
Gate Maintenance & Repair	\$ 180	\$ 15.00
Fire Equipment & Alarm	\$ 84	\$ 7.00
Sprinkler System	\$ 564	\$ 47.00
Pest Control	\$ 3,968.00	\$ 330.67
TOTAL:		
<u>UTILITIES:</u>		
	\$ 1,428	\$ 119.00
Electric	\$ 2,700	\$ 225.00
Water/Sewer	\$ 6,900	\$ 575.00
Insurance	\$ 240	\$ 20.00
Telephone	\$ 2,537	\$ 211.42
Waste Removal	\$ 94	\$ 7.83
DSL/Cable Access	\$ 13,899	\$ 1,158.25
TOTAL:		
<u>RESERVES:</u>		
	\$ 1,400	\$ 116.67
Capital Reserve Fund	\$ 24,847	\$ 2,070.59
TOTALS:		
<u>REA ASSESSMENTS:</u>		
	\$ 1,050	\$ 87.50
Pool Maintenance	\$ 25,897	\$ 2,158.08
TOTAL:		

Declarant reserves the right, but not the obligation, to submit to the Condominium all or a portion of the Additional Property described in the Declaration of Condominium. Declarant intends to submit additional Units to the Condominium in several phases. In the event of such submission, the Association's budget shall be adjusted accordingly. The estimated budgeted, based on the submission of 130 Units, is provided for informational purposes only and shall not be deemed an obligation of the Declarant to submit such Units.

**TOWNECLUB CONDOMINIUM ASSOCIATION, INC.**  
**PHASE I - INDIVIDUAL UNIT ASSESSMENTS**

UNIT NUMBER	PERCENTAGE INTEREST	ANNUAL ASSESSMENT	MONTHLY ASSESSMENT
2601	5.09%	\$ 1,322.74	\$ 110.23
2602	5.09%	\$ 1,322.74	\$ 110.23
2603	3.00%	\$ 779.61	\$ 64.97
2604	3.00%	\$ 779.61	\$ 64.97
2605	3.93%	\$ 1,021.29	\$ 85.11
2606	3.93%	\$ 1,021.29	\$ 85.11
2607	3.93%	\$ 1,021.29	\$ 85.11
2608	3.93%	\$ 1,021.29	\$ 85.11
2609	3.93%	\$ 1,021.29	\$ 85.11
2610	3.93%	\$ 1,060.27	\$ 88.36
2611A	4.08%	\$ 350.82	\$ 29.24
2611B	1.35%	\$ 1,060.27	\$ 88.36
2612A	4.08%	\$ 350.82	\$ 29.24
2612B	1.35%	\$ 1,249.97	\$ 104.16
2613	4.81%	\$ 1,249.97	\$ 104.16
2614	4.81%	\$ 1,021.29	\$ 85.11
2615	3.93%	\$ 1,021.29	\$ 85.11
2616	3.93%	\$ 1,021.29	\$ 85.11
2617	3.93%	\$ 1,021.29	\$ 85.11
2618	3.93%	\$ 1,021.29	\$ 85.11
2619	3.93%	\$ 1,021.29	\$ 85.11
2620	3.00%	\$ 779.61	\$ 64.97
2621	3.00%	\$ 779.61	\$ 64.97
2622	3.00%	\$ 1,322.74	\$ 110.23
2623	5.09%	\$ 1,322.74	\$ 110.23
2624	5.09%	\$ 1,322.74	\$ 110.23

Declarant reserves the right, but not the obligation, to submit to the Condominium all or a portion of the Additional Property described in the Declaration of Condominium. Declarant intends to submit additional Units to the Condominium in several phases. In the event of such submission, the Association's budget shall be adjusted accordingly. The estimated budgeted, based on the submission of 130 Units, is provided for informational purposes only and shall not be deemed an obligation of the Declarant to submit such Units.

## **SECTION 6**

### **Declarant's Commitment for Improvements**

**TOWNECLUB CONDOMINIUM**  
**DECLARANT'S COMMITMENT FOR IMPROVEMENTS**

TowneClub Partners, LLC, a Georgia limited liability company, the Declarant, makes no commitment that it will build and/or submit additional units, additional recreational area or other facilities or additional property to TowneClub Condominium ("Condominium"); provided, however, notwithstanding the foregoing, Declarant expressly reserves the right to add additional property to the Condominium as set forth in the Declaration of Condominium for TowneClub Condominium.

**Declarant's Statement Concerning**  
**Items Required by O.C.G.A. § 44-3-111**

The following items required by Section 44-3-111 of the Georgia Condominium Act are not applicable to TowneClub Condominium and, therefore, are not in existence as of the date hereof:

- (1) Ground Lease (none required or used);
- (2) Management, Maintenance or Other Contracts (no contracts with a term to exceed one year);
- (3) Service Contracts (no service contracts to exceed one year);
- (4) Recreational Leases (none required or used); and
- (5) A Statement or Condition of Property (none required).

## **SECTION 7**

# **Statement of Condition of Property**

# TOWNECLUB CONDOMINIUM

## DECLARANT'S STATEMENT OF CONDITION OF PROPERTY

### A. PRESENT CONDITION OF ALL STRUCTURAL COMPONENTS, MECHANICAL SYSTEMS AND ELECTRICAL SYSTEMS

The following statement about the physical condition of Village Green Apartments, which is being converted into TowneClub Condominium (hereinafter "the Property") is made by TowneClub Partners, LLC, a Georgia limited liability company (hereinafter "the Declarant") and is based upon a report prepared by Asset Advisory Services, Inc., dated September 4, 2004 (hereinafter "the Report"). The following statements are made in reliance on that Report and the Declarant's experience based upon the management and ownership of the Property. The Report, with full exhibits (if any), is incorporated herein by reference and is available for inspection at the sales office at the Property. Purchasers are urged to refer to the Report for additional information concerning the Property and the buildings located thereon, and to conduct such inspections as they deem appropriate to satisfy themselves regarding the condition of the residential units and the buildings.

The Declarant has owned the Property since April 2004, and is therefore not intimately familiar each and every component and system, and other matters covered by this Report. It is important for the potential purchaser to understand that the Property is not "new construction," but is in fact approximately 36 years old, having been built around 1968.

Upon close inspection it is apparent that the Property has experienced the normal wear and tear, aging, and deterioration that would be expected and appropriate for a property of its age. Recognizing the age of the Property, the Purchaser should not expect the condition of the Property to be new or even similar to new construction. Rather, since each residential unit varies in the condition of each particular component or system, the Declarant cannot be more specific other than to tell the Purchaser that some type of repairs and replacements should be expected by the Purchaser.

In summary, the Property is generally considered to be in good to fair condition considering its age. Notwithstanding the foregoing, the Declarant plans to make certain upgrades and repairs so that the Property and the buildings located thereon are in an even better condition.

Site Work. The parking areas and driveways are paved with an asphaltic material. Concrete curbing is also utilized. Pavement is in fair overall condition, with a few areas of alligator cracking observed. Periodic resurfacing and resealing should be continued as part of general pavement maintenance. Repairs will be made using concrete, entire project will be resurfaced after 80% of the renovation is completed.

Due to the sloping site, many unit entries are provided with steps from the front parking areas. No handrails are provided. Handrails will be provided where required by code. Will provide necessary handicap access at club facility, and each unit may have designated parking which

# TOWNECLUB CONDOMINIUM

## DECLARANT'S STATEMENT OF CONDITION OF PROPERTY

will be assigned by the HOA at a later date. Community is to be gated with each resident to have their own access code.

The site is attractively landscaped with mature trees, shrubbery, lawn areas and flowering annuals. Also noted were several situations where tree growth was either leaning against the building walls or rested on the roofs. Plant material will be cut and pruned between buildings. New plant material to be installed in front of buildings.

Structural Components. Building construction has been accomplished utilizing platform frame techniques with wood stud framing for shell walls and interior partitions. Elevated floor systems appear to consist of wooden trusses with plywood floor sheathing. Roofs are made up of wood trusses on 24-inch centers with plywood decking. The buildings appear to be founded on traditionally reinforced concrete slabs on grade, and back filled poured-in-place foundation walls. The buildings are sided with brick with a small section of siding material utilized at the studio unit entries. The brick appears in good condition with no areas of cracking or separation observed.

Prior Termite activity was observed in the wood framing near the patio door of a dwelling unit in Building 1. Site between buildings will be graded for improved drainage and over grown landscape will be removed or pruned. Each building will be treated with Termador system that has a lifetime warranty.

Roof Construction. The buildings feature gable roofs topped with asphalt shingles. Construction consists of trusses that bear on select interior partitions and load bearing perimeter shell walls. Trusses are overlaid with plywood sheathing, roofing felt / paper, and shingles. The roofs feature soffit vents. Drip edge and flashing is in place, and shingles appear to have been properly installed. The roofs at the first two buildings to undergo renovation are complete. A 20-year, algae resistant asphalt fiberglass shingle is being utilized to replace the existing roof systems. All new roofs will have a 3-year labor warranty and a 30-year manufacturing warranty.

Exterior Finish. The buildings are sided with brick with a small section of siding material utilized at the studio unit entries. The brick appears in good condition with no areas of cracking or separation observed. All buildings are to have new double paned insulated windows, new soffits and all remaining doors and windows area to be resealed.

# TOWNECLUB CONDOMINIUM

## DECLARANT'S STATEMENT OF CONDITION OF PROPERTY

HVAC/Mechanical. Split system HVAC units are utilized with exterior pad-mounted condensers (R-22 refrigerant) and interior electric heating / fan coil units. The equipment varies in age, and many components will be reaching the end of their anticipated useful lives in the next ten years. All units are to have new HVAC systems installed, including new thermostats.

Plumbing Systems. Each dwelling unit is served by Copper distribution piping (typically 3/4-inch). Each unit is individually meter for water usage. Potable water is provided to lavatories, the kitchen sink, dishwashers, toilets and bath facilities. All new plumbing fixtures are to be installed in each unit. Lines were inspected with TV and are in good shape. Declarant has made provisions in the condominium association's budget for annual line inspections. The water heaters will be replaced as a part of the renovation work.

Electric Systems. Underground electrical service is provided to the buildings from pad-mounted transformers placed near building service locations. Electrical service is extended from the transformers to main distribution panels and meters mounted at the buildings' exteriors and from there to 200-amp tenant disconnects in each unit. Each unit is individually metered for electrical power. Underground electrical service is to be replaced with new service from Georgia Power.

Main feeders and branch circuits for the property are all aluminum. Aluminum wiring on each building was inspected by Richmond County, and Declarant does not intend to make further repairs or replacements. All new light packages are to be installed in each unit, and GFI circuits will be provided with the renovation

### **B. DECLARANT'S ESTIMATE OF USEFUL LIFE**

The following statements concern the useful life of the Systems and Building Components reported above. On certain items the Declarant does not make any representation of useful life. On other items, useful life estimates are based on the Report or on other information believed by the Declarant to be reliable. No express or implied warranties of any kind are included herein, nor are any promises made that any item will actually last the estimated useful life. The estimates by the Declarant are only offered as good faith estimates.



# TOWNECLUB CONDOMINIUM

## DECLARANT'S STATEMENT OF CONDITION OF PROPERTY

Site Work. The Report notes that the Property has four years remaining useful life for drainage. As stated above, the Declarant plans to complete some grading work around a few buildings for drainage purposes and to help preserve the buildings from moisture. Also, paving repairs will be made using concrete, entire project will be resurfaced after 80% of the renovation is completed.

Structural Components. The Remaining Useful Life of the Structural Components is approximately 14 years.

Roof Construction. A 20-year, algae resistant asphalt fiberglass shingle is being utilized to replace the existing roof systems. All new roofs will have a 3-year labor warranty and a 30-year manufacturing warranty.

Exterior Finish. Declarant plans to complete some general carpentry repairs around most of the buildings and plans to repaint all of the buildings. The Remaining Useful Life of the exterior finish materials is approximately 4 years. The new doors and windows are expected to perform for 10 years. Unit owners will be required to replace window units as glass fogs or condensation forms on interior of the window units.

HVAC/Mechanical. The Declarant plans to replace all HVAC systems prior to conversion. As such, they will be new and will have a Remaining Useful Life of approximately 15 years. It should be anticipated that the systems will require replacement as they age.

Plumbing System. No estimate of useful life is being made by the Declarant. The Declarant will not be replacing or repairing the plumbing system. All new plumbing fixtures and water heaters are to be installed in each unit.

Electrical System. No estimate of useful life is being made by the Declarant. No repair or replacement of the electrical system will be made. Property maintenance and periodic testing of all systems including life safety will need to be continued in the future.

Miscellaneous Items. The community is being provided with amenity features, such as a swimming pool and new clubhouse and fitness center as part of the renovation. Periodic maintenance including resurfacing of the pool can be anticipated to occur at least once during the next ten years.

# **TOWNECLUB CONDOMINIUM**

## **DECLARANT'S STATEMENT OF CONDITION OF PROPERTY**

### **C. DECLARANT'S LIST OF VIOLATIONS AND COSTS TO CURE**

To the best of the Declarant's actual knowledge, there are no outstanding notices of uncured violations of building code or other county or municipal regulations. Declarant shall not be obligated to make any or all of the above-described repairs or upgrades to the property. However, Declarant intends to do so, as discussed above.

End of Statement

## **SECTION 8**

### **Purchase Agreement (Sample)**

## TOWNECLUB CONDOMINIUM

### PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and between TowneClub Partners, LLC, a Georgia limited liability company (hereinafter referred to as the "Seller"), and \_\_\_\_\_ (hereinafter referred to as the "Purchaser").

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF SELLER. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY CODE SECTION 44-3-111 OF THE "GEORGIA CONDOMINIUM ACT" TO BE FURNISHED BY A SELLER TO A BUYER.

THIS CONTRACT APPLIES TO A CONDOMINIUM UNIT THAT IS PART OF A CONVERSION CONDOMINIUM.

THIS CONTRACT APPLIES TO A CONDOMINIUM UNIT THAT IS PART OF AN EXPANDABLE CONDOMINIUM.

### WITNESSETH

In consideration of the purchase price specified below, the mutual covenants and benefits provided for herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties hereto do hereby agree as follows:

1. GENERAL. Seller agrees to sell, and Purchaser agrees to purchase, in accordance with the terms and conditions of this Agreement, Unit \_\_\_\_ ("Unit") of TowneClub Condominium, a condominium development in 1269<sup>th</sup> GMD of Richmond County, Georgia, with the property description of the condominium attached hereto and incorporated herein as Exhibit "A" ("Condominium") and the floor plan of such Unit attached hereto and incorporated herein as Exhibit "B" ("Floor Plan"). The Condominium was or shall be created pursuant to the Declaration of Condominium for TowneClub Condominium ("Declaration"), which was or shall be recorded with the Clerk of the Superior Court of Richmond County, Georgia, prior to the closing of the purchase and sale contemplated by this Agreement, and a copy of which is contained within the Disclosure and Condominium Documents Package ("Disclosure Package"), which has been furnished by Seller to Purchaser. Purchaser hereby acknowledges that he or she has received the Disclosure Package, and that the same was furnished to him or her at the time of execution of this Agreement. The Unit, together with its percentage of undivided interest in the common elements of TowneClub Condominium, and its interest in the limited common elements assigned to such Unit, is more particularly described in the Declaration, and is shown and delineated on the plat of survey for TowneClub Condominium, which survey together with floor plans, was or shall be recorded with the Clerk of the Superior Court of Richmond County, Georgia prior to the closing of the purchase and sale contemplated by this Agreement.

2. PURCHASE PRICE. The total purchase price of the Unit shall be \$\_\_\_\_\_  
("Total Purchase Price"), and shall be paid as follows:

(a) \$\_\_\_\_\_ (hereinafter referred to as the "Earnest Money"), the receipt of which is hereby acknowledged by Coldwell Banker The Condo Store (hereinafter referred to as the "Holder"). The Earnest Money shall be consideration for Seller reserving the Unit for Purchaser and Seller agreeing not to sell the Unit to anyone other than Purchaser prior to the date set for closing in

Paragraph 3 hereof. The Earnest Money shall be deposited in an escrow/trust account by Holder (with Holder retaining the interest if the account is interest bearing) within five (5) banking days from Seller's acceptance of this Agreement and shall be applied toward the Total Purchase Price of the Unit at the time of closing. In the event any Earnest Money check is not honored, for any reason, by the bank upon which it is drawn, Holder shall promptly notify Purchaser and Seller. Purchaser shall have three (3) banking days after notice to deliver good funds to Holder. In the event Purchaser does not timely deliver good funds, the Seller shall have the right to terminate this Agreement upon written notice to the Purchaser.

Holder shall disburse Earnest Money only as follows: (i) upon the failure of the parties to enter into a binding agreement; (ii) at closing; (iii) upon a written agreement signed by all parties having an interest in the funds; (iv) upon order of a court or arbitrator having jurisdiction over any dispute involving the Earnest Money; or (v) upon a reasonable interpretation of this Agreement by the Holder. Prior to disbursing the Earnest Money pursuant to a reasonable interpretation of this Agreement, Holder shall give all parties fifteen (15) days notice, stating to whom the disbursement will be made. Any party may object in writing to the disbursement, provided the objection is received by the Holder prior to the end of the fifteen (15) day notice period. All objections not raised in a timely manner shall be waived. In the event a timely objection is made, Holder shall consider the objection and shall do any or a combination of the following: (i) hold the Earnest Money for a reasonable period of time to give the parties an opportunity to resolve the dispute; (ii) disburse the Earnest Money and so notify all parties; and/or (iii) interplead the Earnest Money into a court of competent jurisdiction. Holder shall be reimbursed for and may deduct from any funds interpleaded its cost and expenses, including reasonable attorneys' fees. The prevailing party in the interpleader action shall be entitled to collect from the other party the costs and expenses reimbursed to Holder. No party shall seek damages from Holder (nor shall Holder be liable for same) for any matter relating to the performance of Holder's duties under this Earnest Money Paragraph. If Purchaser breaches Purchaser's obligations or warranties herein, Holder may pay the Earnest Money to Seller by check.

(b) The balance of the Total Purchase Price, plus all closing costs which are the responsibility of the Purchaser hereunder, shall be paid by Purchaser in cash or by certified check, at the closing of this purchase and sale.

3. CLOSING. The closing of the purchase and sale contemplated by this Agreement shall take place on or before \_\_\_\_\_, 200\_\_\_\_, and the closing attorneys for the transaction shall be Klosinski Overstreet, LLP (hereinafter referred to as "Closing Firm"), at 7 George C. Wilson Court, Augusta, GA 30909 or such other office location of the Closing Firm as Seller designates. The closing shall take place at such specific reasonable time, date, and place as shall be designated by Seller at least seven (7) days prior thereto. Notwithstanding anything to the contrary herein, Seller shall have the right from time to time by notice to the other party to extend the closing for up to two (2) periods of thirty (30) days each.

#### 4. TITLE AND PERFORMANCE.

(a) Title. Purchaser acknowledges that the Unit he or she is to purchase may not now be a part of the Condominium. Prior to consummation of the sale contemplated by this Agreement, Seller shall have submitted the Unit to the Declaration. Title to the Unit shall be conveyed to Purchaser by limited warranty deed, and title to the Unit shall be insurable and free and clear of all encumbrances, except the Unit shall be subject to the Declaration, taxes not yet due and payable, and all other encumbrances, zoning ordinances, easements and restrictions of record.

(b) RESPA Disclosure. As required by the Real Estate Settlement Procedures Act of 1974, Purchaser acknowledges that Seller has not directly or indirectly required Purchaser, as a condition of sale, to purchase either an owner's or mortgagee's title insurance policy from any particular title

company. Purchaser may elect to obtain such insurance from a company of Purchaser's choice and Purchaser shall pay, at closing, the title insurance premium for such policy.

5. CLOSING COSTS. Seller shall pay closing costs in an amount not to exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (which amount shall include the State of Georgia Transfer Tax); provided, however, Seller shall only pay such closing costs only if Purchaser obtains financing through a lender preapproved by Seller (hereinafter referred to as the "Preapproved Lenders") and the closing is held at the offices of the Closing Firm. The Preapproved Lenders are \_\_\_\_\_. Purchaser shall pay all additional costs and fees incident to the securing of financing and the closing of the purchase and sale contemplated hereunder. "Closing Costs" as defined in this Agreement shall include loan fees charged by Purchaser's lender and included in Section 800 of the HUD-1 Settlement Statement, the lender's title insurance premium, title commitment fee, title and tax examination fees, lender's attorneys' fees, recording costs and State of Georgia Intangible Tax fees, and shall specifically exclude prepaid interest, mortgage insurance premiums, tax and insurance reserves, working capital contribution, the Association insurance reimbursement, and the Association assessment proration, all of such excluded amounts shall be paid by Purchaser.

6. BROKERAGE AND AGENCY. Seller shall pay a real estate commission to Coldwell Banker The Condo Store (hereinafter referred to as the "Listing Broker") pursuant to a separate commission agreement. In no event shall Seller have any obligation to pay any real estate commission except in the event of the closing of this transaction in accordance with the terms of this Agreement. Except as may otherwise be provided, the Listing Broker has represented the Seller in this transaction. If Purchaser worked with or was represented by another cooperating broker, a disclosure of such brokerage relationship set forth in Exhibit "D" shall be a part of this Agreement. If no such brokerage relationship exists, there shall be no Exhibit "D" to this Agreement, and Purchaser acknowledges that Purchaser is solely responsible for protecting Purchaser's interests.

Except as set forth in this Paragraph, Purchaser and Seller represent and warrant to the other that each party has not dealt with another broker, agent, or finder in connection with this transaction and Purchaser and Seller covenant and agree, each to the other, to indemnify and hold each other harmless from any and all losses, damages, costs and expenses including, but not limited to, attorneys' fees and court costs that may be incurred or suffered as a result of any claim for any fee, commission, or similar compensation with respect to this transaction made by any person or entity and arising through the actions of the indemnifying party, whether or not such claim for any fee, commission, or similar compensation with respect to this transaction made by any person or entity is meritorious.

7. DISCLAIMER. Purchaser and Seller acknowledge that they have not relied upon any advice, representations or statements of Brokers and waive and shall not assert any claims against Brokers involving the same. The term "Broker" as used herein, shall mean those parties executing this Agreement as the Listing Broker and Selling Broker, if applicable. Purchaser and Seller agree that Brokers shall not be responsible to advise Purchaser and Seller on any matter, including but not limited to the following: any matter which could have been revealed through a survey, title search or inspection of the Unit; the condition of the Unit, any portion thereof, or any item therein; the necessity or cost of any repairs to the Unit; hazardous or toxic materials; the tax or legal consequences of this transaction; the availability and cost of utilities or community amenities; the appraised or future value of the Unit; any condition(s) existing off the Condominium that may affect the Condominium; the terms, conditions and availability of financing; and the uses and zoning of the Condominium whether permitted or proposed. Purchaser and Seller acknowledge that Brokers are not experts with respect to the above matters and that, if any of these matters or any other matters are of concern to them, they shall seek independent expert advice relative thereto.

8. PRORATIONS.

(a) Ad Valorem Taxes.

(i) Purchaser acknowledges that, as of the year in which closing takes place, the Unit may not have been a separately described and assessed parcel of real estate and that, in that event, ad valorem taxes for the Unit for the year in which closing takes place will be assessed under a tax bill in the name of Seller which covers additional property. Should the Unit not be separately described and assessed parcel of real estate, Purchaser agrees to pay Seller at closing that portion of the tax for the year in which closing takes place (based on the prior year if the tax bill for the year in which closing takes place is not yet available) which shall be determined by multiplying the total tax bill by the percentage interest in the common elements assigned to the Unit in the Declaration and then prorating the product of such multiplication as of the date of closing. Seller agrees to pay the entire tax bill before it becomes delinquent and, upon written request from Purchaser or any first mortgagee of the Unit, to provide Purchaser or such mortgagee proof of payment. If the amount allocated to the parties is based upon an estimate and the actual bill varies from the estimate, the party who paid too much shall have the right to adjust the prorated amount and the party who paid too little shall pay any increased amount based on the actual tax bill to the other party within ten (10) days of receipt of notice.

(ii) If, in the year in which closing takes place, the Unit is a separately described and assessed parcel of real estate, then ad valorem taxes applicable to the Unit shall be prorated between the Seller and Purchaser as of the date of closing. If the amount allocated to Purchaser is based upon an estimate and the actual bill varies from the estimate, the party who paid too much shall have the right to adjust the prorated amount and the party, who paid too little shall pay any increased amount based on the actual tax bill to the other party within ten (10) days of receipt of notice.

(b) Common Expense Assessments. Purchaser shall pay his or her pro rata share of the common expense assessment levied against the Unit, as provided in the Declaration, for the year in which the closing shall take place, which common expense assessment shall be adjusted at the closing according to the number of days remaining in the calendar year. Except for that portion of the assessment installment as shall be payable for the month in which the closing shall take place, which shall be prorated between Seller and Purchaser as of the day of closing, such adjusted common expense assessment shall be payable to TowneClub Condominium Association, Inc. (hereinafter referred to as the "Association"), by Purchaser in equal monthly installments, commencing on the first day of the calendar month immediately following the date of closing, or as otherwise provided by the Board of Directors of the Association. From and after the first day of the first calendar month of the year following the year in which the closing takes place, Purchaser shall pay all amounts as are assessed against the Unit in accordance with the terms and provisions of the Declaration.

(c) Contribution to Working Capital Fund of Association. In addition to all other sums due hereunder, Purchaser agrees at closing to make a nonrefundable contribution to the working capital fund of the Association in an amount equal to two (2) months general assessments on the Unit.

(d) Insurance Premiums. Purchaser acknowledges that, prior to closing, either (i) Seller will have pre-paid directly the Unit's pro rata portion of the annual premium on the hazard and liability insurance policies maintained by the Association or Seller; or (ii) the Association will have pre-paid such premium with funds previously contributed by Seller to the Association's account. At closing, Purchaser shall reimburse the appropriate party for the Unit's pro rata portion of said annual premium from the date of closing through the expiration date of the policies.

9. POSSESSION. Permanent possession of the Unit shall be delivered to Purchaser at the closing.

10. TOWNECLUB CONDOMINIUM ASSOCIATION, INC.

(a) Governing Documents. Purchaser acknowledges that the Unit being purchased is a portion of the Condominium and improvements that have been or will be made subject to the Declaration referred to in Paragraph 1. The nature and extent of the rights and obligations of the Purchaser in acquiring and owning the Unit will be controlled by and subject to the Declaration, as well as the Articles of Incorporation, the Bylaws, and the rules and regulations of the Association. Purchaser agrees to comply with all of the terms, conditions and obligations set forth therein.

(b) Membership in Association. Upon conveyance of title to the Unit to Purchaser, Purchaser shall automatically become a member of the Association and shall be subject to the assessment obligations and other provisions set forth in the Declaration, including the obligation of the Purchaser to pay a contribution to the working capital of the Association referred to in Paragraph 8(c) above.

(c) Amendments to Documents. Purchaser hereby acknowledges and agrees that prior to the closing, Seller shall have the right to modify, change, revise and amend, without Purchaser's approval, any or all of the documents (other than this Agreement), signed copies of which are contained in the Disclosure Package. In the event the Seller amends, modifies, changes, or revises the documents or materials contained in the Disclosure Package which materially affects the rights of the Purchaser or the value of the Unit, then a copy of such amended, modified, changed or revised documents or materials shall be delivered to the Purchaser. If such amendment, modification, change or revision materially affects the rights of the Purchaser or the value of the Unit, Purchaser shall provide Seller with written notification of termination of this Agreement within seven (7) days after receiving a copy of such amended, modified, changed or revised documents or materials, whereupon Purchaser's Earnest Money shall be refunded by Holder and the parties hereto shall have no rights or liabilities hereunder. In the event Purchaser fails to provide Seller with such notice of termination within said seven (7) day period, Purchaser shall be conclusively deemed to have consented to the amended, modified, changed or revised documents or materials, and this Agreement shall remain in full force and effect.

(d) Insurance. Purchaser shall be obligated to obtain and maintain at all times insurance covering those portions of his or her Unit to the extent not insured by policies maintained by the Association. Upon request by the Board, Purchaser shall furnish a copy of such insurance policy or policies to the Association. In the event that Purchaser fails to obtain insurance as required by this subparagraph and the Declaration, the Association may purchase such insurance on behalf of the Purchaser and assess the cost thereof to the Purchaser, to be collected in the manner provided for collection of assessments under the Declaration.

11. NONASSIGNABILITY BY PURCHASER. Purchaser's interest in this Agreement may not be transferred or assigned, in whole or in part, without the prior written consent of Seller.

12. DEFAULT.

(a) In the event Seller fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed by Seller under the terms and conditions of this Agreement, then Purchaser shall be entitled to terminate this Agreement by giving written notice to Seller, whereupon the Earnest Money with interest at the rate of five percent (5%) per annum as fixed and full liquidated damages shall be immediately delivered to Purchaser, it being acknowledged that it is impossible to more precisely estimate the specific damages to be suffered by



Purchaser, but that the sum herein stipulated is a reasonable estimate of such damages and the parties hereto expressly acknowledged and intend that this provision shall be a provision for the return of the Earnest Money plus interest as fixed and full liquidated damages and not as a penalty pursuant to the provisions of O.C.G.A. § 13-6-7. Thereafter, all further rights, obligations and liabilities created hereunder shall be deemed terminated and of no further force and effect. This shall be Purchaser's exclusive remedy.

(b) In the event Purchaser fails to comply with or perform any of the covenants, agreements or other obligations to be performed by Purchaser under the terms and provisions of this Agreement, Seller shall be entitled to terminate this Agreement upon written notice to Purchaser whereupon Seller shall be paid the Earnest Money and Total Upgrade Deposit held by Holder as fixed and full liquidated damages, it being acknowledged that it is impossible to more precisely estimate the specific damages to be suffered by Seller, but that the sum herein stipulated is a reasonable estimate of such damages and the parties hereto expressly acknowledged and intend that this provision shall be a provision for the retention of the Earnest Money and the Total Upgrade Deposit as fixed and full liquidated damages and not as a penalty pursuant to the provisions of O.C.G.A. § 13-6-7, whereupon all rights, liabilities and obligations created under the terms and provisions of this Agreement shall be deemed null and void of no further force and effect.

13. MANDATORY BINDING ARBITRATION. Purchaser and Seller agree that all disputes between the parties which arise or remain unresolved after the closing shall be resolved by binding arbitration in accordance with O.C.G.A. § 9-9-1, et seq., and the Resolution Resources Corporation Rules for Arbitration, as in effect on the date of the recordation of the Declaration. The decision of the arbitrator shall be final and the arbitrator shall have authority to award attorneys' fees and allocate the costs of arbitration as part of any final award. Notwithstanding the above, if Seller provides a warranty to the Purchaser, either directly or through a third party warranty company, the terms, provisions, procedures and requirements of that warranty must first be followed and completely exhausted before Purchaser can pursue any claim for arbitration described herein.

INITIALS OF SELLER \_\_\_\_\_

INITIALS OF PURCHASER \_\_\_\_\_

14. UNIT COMPLETION.

(a) Upgrade Finish Items and Options. The Unit shall be constructed substantially in conformance with the Floor Plan and the standard specifications for Unit completion attached hereto and incorporated herein as Exhibit "E" (hereinafter referred to as the "Standard Specifications"). Upgrades, if any, shall be made to the Unit substantially in conformance with the scope of work set forth in Exhibit "F" attached hereto and incorporated herein (hereinafter referred to as the "Upgrades"). Purchaser understands and agrees that materials used in construction and completion may vary somewhat from any samples provided; such variations are inherent in manufacturing and shall not be grounds for any refusal by Purchaser to accept the Unit. Actual as-built conditions may also vary. Purchaser shall have seven (7) days from the date of Purchaser's execution of this Agreement to finalize any and all requests for Upgrades, which final requests shall be set forth on Exhibit "F" attached hereto. Simultaneously with Purchaser's execution of Exhibit "F" attached hereto, Purchaser shall pay to Seller fifty percent (50%) of the total costs and expenses of the Upgrades chosen by Purchaser (hereinafter referred to as the "Total Upgrade Deposit"), which Total Upgrade Deposit shall be held by Holder in escrow and disbursed as provided in this Agreement. The balance of the total costs and expense of the Upgrades shall be paid on or before closing. Purchaser's obligation to pay the balance of the total costs and expenses of the Upgrades chosen by Purchaser shall be binding and non-contingent notwithstanding any contingency to which this Agreement is otherwise subject, except where a contingency is exclusively that of Seller or Seller has defaulted hereunder. IF PURCHASER TERMINATES THIS AGREEMENT OR DEFAULTS UNDER THIS AGREEMENT, PURCHASER SHALL NOT BE ENTITLED TO ANY REFUND OF THE

TOTAL UPGRADE DEPOSIT AND SHALL BE HELD LIABLE FOR THE PAYMENT OF THE BALANCE OF THE TOTAL COSTS AND EXPENSES OF THE UPGRADES CHOSEN BY PURCHASER. If Purchaser fails to timely complete and execute Exhibit "F" hereto or to make payment of the amounts required in this Paragraph or fails to select an item of choice, Seller may, at its sole discretion, either (i) terminate this Agreement and return the Earnest Money to Purchaser, whereupon all rights, obligations and liabilities under this Agreement shall be deemed terminated and of no further force and effect; or (ii) complete the Unit with the specifications as selected by Seller in its sole discretion, and Purchaser shall be obligated to purchase the Unit so finished. Purchaser acknowledges that Exhibit "F" hereto is intended to specify Purchaser's Upgrades and once executed, may not be changed except in Seller's sole discretion. It is Purchaser's sole obligation to ensure the clarity and accuracy of all choices.

(b) "AS IS" and "WHERE IS". Except for the Upgrades, Seller shall not by the execution and delivery of any document or instrument executed and delivered in connection with the closing, make any warranty, express or implied, of any kind or any nature whatsoever, with respect to the Unit other than warranties of title pursuant to the deed of conveyance in Paragraph 4(a), and all such warranties are hereby disclaimed. Without limiting the generality of the foregoing, SELLER MAKES, AND SHALL MAKE, NO EXPRESS OR IMPLIED WARRANTY OF SUITABILITY OR FITNESS OF THE CONDOMINIUM FOR ANY PURPOSE, OR AS TO THE MERCHANTABILITY, VALUE, QUALITY, CONDITION OR SALEABILITY OF THE CONDOMINIUM. Except for the Upgrades, the sale of the Unit by Seller to Purchaser shall be "AS IS" and "WHERE IS". Seller shall transfer to Purchaser any manufacturing warranties pertaining to the Unit, which by their terms are transferable.

15. INSPECTIONS. Prior to closing, Purchaser and Seller shall inspect the Unit and execute a written Walk Through List specifying all items, including any noted in previous inspections, that remain to be completed. No items shall be part of the Walk Through List, unless such items are actually written on the Walk Through List. Purchaser acknowledges that Seller will make its best efforts to complete all of the items specified in the agreed upon Walk Through List on a timely basis as soon as reasonably possible after closing, but the fact that any repairs, touch ups or adjustments are incomplete shall not constitute a valid reason for Purchaser's failure to close. Purchaser further agrees that under no circumstances shall the closing be delayed or postponed due to Purchaser's or Seller's inability to inspect the Unit and execute a Walk Through List prior to closing and there shall be no withholding of any or all of Seller's proceeds at closing for any such Walk Through List items, without the written approval of the Seller.

Except for items set forth in the Walk Through List, Purchaser expressly acknowledges acceptance of all conditions or circumstances existing in the Unit and waives and releases Seller, its agents, architects, contractors, employees and subcontractors, and Broker, from any claim, rights of action or suits seeking rescission of this Agreement, damages or other relief based upon, or relating to, any condition or circumstances existing on or in the vicinity of the Unit, except as may be covered by express warranty, if any, given the Purchaser by the Seller. Upon satisfactory disposition of the items set forth in the Walk Through List, this acceptance, waiver and release shall apply to such items as well, except as may be covered by any express warranty.

16. NOTICES. Each notice, except for oral notice of the date and time of closing (as set forth in Paragraph 3) and of the inspection (as set forth in Paragraph --), required or permitted to be given hereunder must comply with the requirements of this Paragraph. Each such notice shall be in writing and shall be delivered either by personally delivering it by hand or Federal Express or similar courier service to the person to whom notice is directed, or by facsimile transmission, or by depositing it with the United States Postal Service, certified mail, return receipt requested, with adequate postage prepaid, addressed to the appropriate party (and marked to a particular individual's attention). Such notice shall be deemed delivered at the time of personal delivery or, if mailed, when it is deposited as provided above, but the time period in which a response to any such notice must be given or any action taken with respect thereto shall

commence to run from the date it is personally delivered or, if mailed, the date of receipt of the notice by the addressee thereof, as evidenced by the return receipt. Notwithstanding the above, notice by facsimile transmission shall be deemed to have been given as of the date and time it is transmitted if the sending facsimile machine produces a written confirmation with a date, time and telephone number to which the notice was sent. Rejection or other refusal by the addressee to accept the notice shall be deemed to be receipt of the notice. In addition, the inability to deliver the notice because of a change of address of the party of which no notice was given to the other party as provided below shall be deemed to be the receipt of the notice sent. The addresses of the parties to which notice is to be sent shall be those set forth below. Such addresses may be changed by either party by designating the change of address to the other party in writing.

17. FLOOR PLANS AND MODELS. Purchaser hereby acknowledges and agrees that any floor plans, renderings, drawings, and the like, furnished by Seller to Purchaser which purport to depict the Unit, or any portion thereof, or the building containing the same, are merely approximations, and do not necessarily reflect the actual as-built conditions of the same. The Purchaser further acknowledges and agrees that the decorations, furniture, furnishings, wallpaper, custom finishes, appliances, fixtures, and the like, contained in any model unit of TowneClub Condominium, are for demonstrative purposes only, and are not included in the property which is the subject of this Agreement.

18. GEORGIA LAW. This Agreement concerns the sale of real property located in the State of Georgia. This Agreement, and all of the relationships between the parties hereto, shall be construed and interpreted in accordance with the laws of the State of Georgia.

19. TIME OF ESSENCE. Time is of the essence of this Agreement.

20. FORCE MAJEURE. Either party hereto shall be excused for the period of any delay in the performance of any obligations hereunder when such delay is occasioned by cause or causes beyond the control of the party whose performance is so delayed and the time for performance shall be automatically extended for a like period. Such causes shall include, without limitation, all labor disputes, civil commotion, war, warlike operations, invasion, rebellion, hostilities, military or usurped power, sabotage, government regulations or controls, fire or other casualty, inability to obtain any necessary materials or services, or acts of God.

21. SEVERABILITY. The provisions of this Agreement are intended to be independent, and in the event any provision hereof should be declared by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason whatsoever, such illegality, unenforceability, or invalidity shall not affect the remainder of this Agreement.

22. CONSTRUCTION OF AGREEMENT. The Purchaser and Seller acknowledge that they have read, understand, and have had the opportunity to be advised by legal counsel as to each and every one of the terms, conditions, restrictions, and effect of all of the provisions of this Agreement and every part of the Disclosure Package, all of which are incorporated herein by reference and made a part hereof, and the Purchaser agrees to the enforcement of any and all of these provisions and affixes his hand and seal hereto with full knowledge of same. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same. It is further agreed that words of any gender used in this Agreement shall be held to include any other gender, any words in the singular number shall be held to include the plural wherever applicable, and that captions and paragraphs numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such Paragraph or in any way affect this Agreement.

23. NON-RECORDATION OF AGREEMENT. The parties agree that neither this Agreement nor a copy of this Agreement shall ever be filed of record. If either party does so record, the other party may avail itself of any remedies available to it at law or in equity. There may be recorded, however, at Seller's option, a memorandum of agreement or similar document referencing this Agreement in the Georgia land records.

24. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties hereto. No agent, representative, salesman or officer of the parties hereto has authority to make, or has made, any statements, agreements, or representations, either oral or in writing, in connection herewith, modifying, adding to, or changing the terms and conditions hereof and neither party has relied upon any representation or warranty not set forth in this Agreement. No dealings between the parties or customs shall be permitted to contradict, vary, add to, or modify the terms hereof.

25. SURVIVAL. All terms, conditions, representations, and provisions contained herein shall extinguish upon closing and delivery of the deed, except for Paragraphs 4 (Title), 6 (Brokerage and Agency), 7 (Disclaimer) 8 (Prorations), 10(a) (Governing Documents), 13 (Mandatory Binding Arbitration), 14 (Unit Completion), 15 (Inspection), 17 (Floor Plans and Models), 22 (Construction of Agreement), 24 (Entire Agreement), 26 (Disclosures), 30 (Purchaser's Representation Regarding Use and Occupancy of Unit) and 31 (Contractor Dispute Resolution) hereof, which Paragraph shall survive indefinitely.

26. DISCLOSURES. Purchaser acknowledges the following:

- (a) He or she has received and read the Condominium Disclosure Package.
- (b) The Association budget provided to Purchaser is based on estimated expenses only and may increase or decrease significantly when the actual expenses of the Association become known.
- (c) The Condominium is located adjacent to thoroughfares that may be affected by traffic and noise from time to time and may be improved and/or widened in the future.
- (d) The views from a Unit may change over time due to, among other circumstances, additional development and the removal or addition of landscaping.
- (e) No representations are made regarding the zoning of adjacent property, or that the category to which adjacent property is zoned may not change in the future.
- (f) No representations are made regarding the schools that currently or may in the future serve the Condominium.
- (g) Since in every neighborhood, there are conditions which different people may find objectionable, Purchaser acknowledges that there may be conditions outside of the Condominium that Purchaser may find objectionable, and that it shall be the sole responsibility of Purchaser to become acquainted with neighborhood conditions that could affect the Unit.
- (h) No representations are made that the Unit is or will be soundproof or that sound may not be transmitted from one Unit to another.
- (i) The Condominium floor plans and the dimensions and square footage calculations shown thereon are only approximations. Any purchaser who is concerned about any

representations regarding the floor plans should do his/her own investigation as to the dimensions, measurements and square footage of his/her Unit.

(j) Purchaser acknowledges and understands that the Seller may be renovating and rebuilding portions of the Condominium and engaging in other construction activities related to the construction of common elements and additional phases of the Condominium. Such renovation and construction activities, may from time to time, produce certain conditions on the Condominium, including, without limitation: (i) noise or sound that is objectionable because of its volume, duration, frequency or shrillness; (ii) smoke; (iii) noxious, toxic, or corrosive fumes or gases; (iv) obnoxious odors; (v) debris, dust, dirt or flying ash; (vi) unusual fire or explosion hazards; and/or (vii) other conditions that may threaten the security or safety of persons on the Condominium. Notwithstanding the foregoing, Purchaser agrees that such conditions on the Condominium resulting from renovation and construction activities shall not be deemed a nuisance or discomfort to Purchaser, and shall not cause Seller and its agents to be deemed in violation of any provision of the Declaration.

(k) Mold and/or mildew can grow in any portion of the Condominium that is exposed to elevated levels of moisture. The Association and each Condominium unit owner agree to: (i) regularly inspect the parts of the Condominium that they respectively maintain, and which are visible and accessible without having to first conduct invasive testing, for the existence of mold, mildew, and/or water intrusion and/or damage; (ii) upon discovery, immediately repair in a good and workmanlike condition the source of any water intrusion in the parts of the Condominium that they respectively maintain; (iii) remediate or replace any building material located in the parts of the Condominium that they respectively maintain that has absorbed water or moisture as a result of water intrusion; and (iv) promptly and regularly remediate all mold and/or mildew discovered in the parts of the Condominium that they respectively maintain in accordance with current industry-accepted methods. In addition, the Association agrees to notify the Condominium unit owners, and each Condominium unit owner agrees to notify the Association of the discovery of mold, mildew, and/or water intrusion and/or damage in the parts of the Condominium that they respectively maintain.

(l) Exposed concrete surfaces in portions of the Condominium that are not heated and cooled are subject to cracking due to (i) water penetration, (ii) expansion and contraction of the concrete with temperature changes, and (iii) building settlement.

(m) Concrete surfaces in heated and cooled portions of the Condominium are subject to cracking due to building settlement.

(n) The Unit may trap humidity created by every day living (cooking, bathing, laundering etc.). As a result, condensation may appear on the interior portion of windows and glass surfaces and fogging of windows and glass surfaces may occur due to temperature disparities between the interior and exterior portions of the windows and glass. If left unattended and not properly maintained by Purchaser, the condensation may increase resulting in staining, damage to surrounding seals, caulk, paint, wood work and sheetrock, and potentially mold and/or mildew (see subparagraph (k) above).

(o) A portion of the property described in Exhibit "A" attached hereto and incorporated herein is the subject of a lawsuit filed in the Superior Court of Richmond County, Georgia, styled *Brookside West, LLC, v. TowneClub Partners, LLC, et al*, Civil Action File No. 2004-RCCV-695. The plaintiff asserted claims to certain easement rights to parking lots over said property. The Seller has denied the claims and intends to vigorously defend the claims by the plaintiff.

(p) The Condominium property is subject to that certain Grant of Easement dated November 27, 1968, recorded in Realty Book 36-E, Page 183, Richmond County, Georgia records, providing certain ingress and egress easements.

27. ADVERTISING. Prior to closing, Purchaser is prohibited from listing or advertising the Unit for sale in any real estate listing service and/or publication, on any online electronic medium and on any radio, television or any other medium for advertising.

28. EXHIBITS AND ADDENDA. The following Exhibits and/or Addenda are attached hereto and by reference made a part hereof: Exhibit "A"-Condominium Legal Description; Exhibit "B"-Unit Floor Plan; Exhibit "C"- Financing (choose one); Exhibit "D"-Selling Broker (if necessary); Exhibit "E"-Standard Specifications for Unit Completion, Exhibit "F"- Upgrade Finish Items and Options; Exhibit "G" - Preapproved Lenders; Exhibit "H" - Lead Based Paint Disclosure.

29. OFFER. This Agreement, as executed by Purchaser, shall constitute an offer to Seller. Seller may accept the same, if at all, by delivering to Purchaser at least one executed original or copy of this Agreement prior to the time that Purchaser shall notify Seller, in writing, of Purchaser's revocation of this offer. The date of this Agreement is the date of execution by Seller.

30. PURCHASER'S REPRESENTATION REGARDING USE AND OCCUPANCY OF UNIT. Purchaser hereby represents and warrants to Seller that Purchaser is purchasing the Unit for the following purpose (check the appropriate box):

- ☐ Residential occupancy by Purchaser, Purchaser's family member or Purchaser's employee;
- ☐ Lease to third party; or
- ☐ Other: \_\_\_\_\_

If the option for "Residential occupancy by Purchaser, Purchaser's family member or Purchaser's employee" is selected above, the following provision shall apply:

**THIS CONTRACT IS VOIDABLE BY PURCHASER UNTIL AT LEAST SEVEN (7) DAYS AFTER ALL OF THE ITEMS REQUIRED UNDER CODE SECTION 44-3-111 OF THE "GEORGIA CONDOMINIUM ACT", TO BE DELIVERED TO PURCHASER, HAVE BEEN RECEIVED BY PURCHASER. THE ITEMS SO REQUIRED ARE: (1) A FLOOR PLAN OF THE UNIT, (2) THE DECLARATION AND AMENDMENTS THERETO, (3) THE ASSOCIATION'S ARTICLES OF INCORPORATION AND BYLAWS AND AMENDMENTS THERETO, (4) ANY GROUND LEASE, (5) ANY MANAGEMENT CONTRACT HAVING A TERM IN EXCESS OF ONE (1) YEAR, (6) THE ESTIMATED OR ACTUAL BUDGET FOR THE CONDOMINIUM, (7) ANY LEASE OF RECREATIONAL OR OTHER FACILITIES THAT WILL BE USED ONLY BY THE UNIT OWNERS, (8) ANY LEASE OF RECREATIONAL OR OTHER FACILITIES THAT WILL OR MAY BE USED BY THE UNIT OWNERS WITH OTHERS, (9) A STATEMENT SETTING FORTH THE EXTENT OF THE SELLER'S COMMITMENT TO BUILD OR SUBMIT ADDITIONAL UNITS, ADDITIONAL RECREATIONAL OR OTHER FACILITIES, OR ADDITIONAL PROPERTY, AND (10) IF THIS CONTRACT APPLIES TO A CONDOMINIUM UNIT WHICH IS PART OF A CONVERSION CONDOMINIUM, A STATEMENT DESCRIBING THE CONDITION OF CERTAIN COMPONENTS AND SYSTEMS, A STATEMENT**

Notwithstanding anything to the contrary stated herein or represented by Broker or Seller, leasing of a Unit shall be permitted only in accordance with Paragraph 15 of the Declaration.

REGARDING THE EXPECTED USEFUL LIFE OF CERTAIN COMPONENTS AND SYSTEMS, AND CERTAIN INFORMATION REGARDING ANY NOTICES OF VIOLATIONS OF COUNTY OR MUNICIPAL REGULATIONS. A DATED, WRITTEN ACKNOWLEDGEMENT OF RECEIPT OF ALL SAID ITEMS SIGNED BY PURCHASER SHALL BE PRIMA-FACIE EVIDENCE OF THE DATE OF DELIVERY OF SAID ITEMS.

Notwithstanding anything to the contrary stated herein, the cancellation period set forth above shall expire at 12:00 midnight Eastern Time on the seventh (7<sup>th</sup>) day after receipt by Purchaser of the Disclosure Package set forth above.

31. CONTRACTOR DISPUTES DISCLOSURE. GEORGIA LAW CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT OR OTHER ACTION FOR DEFECTIVE CONSTRUCTION AGAINST THE CONTRACTOR WHO CONSTRUCTED, IMPROVED, OR REPAIRED YOUR HOME. NINETY DAYS BEFORE YOU FILE YOUR LAWSUIT OR OTHER ACTION, YOU MUST SERVE ON THE CONTRACTOR A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE. UNDER THE LAW, A CONTRACTOR HAS THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR OR PAY FOR THE DEFECTS OR BOTH. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY A CONTRACTOR. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER STATE LAW, AND FAILURE TO FOLLOW THEM MAY AFFECT YOUR ABILITY TO FILE A LAWSUIT OR OTHER ACTION. The term "Contractor" as used in this Paragraph shall include the Seller and all other parties defined as "Contractor" in O.C.G.A. § 8-2-36(5).

32. SPECIAL STIPULATIONS. The following stipulations, if in conflict with any preceding provision, shall control:

[SIGNATURES ON NEXT PAGE]

Date: \_\_\_\_\_

**PURCHASER(S):**

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

(W) \_\_\_\_\_; (H) \_\_\_\_\_

**SELLER:**

**TOWNECLUB PARTNERS, LLC,**  
a Georgia limited liability company

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

**LISTING BROKER: COLDWELL BANKER THE CONDO STORE**

By: \_\_\_\_\_

Broker or Affiliated Licensee

Print or Type Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

Broker Code: \_\_\_\_\_

**SELLING BROKER:**

By: \_\_\_\_\_

Broker or Affiliated Licensee

Print or Type Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

Broker Code: \_\_\_\_\_



## EXHIBIT "A"

### Condominium Legal Description

#### ***IF CONDOMINIUM IS PHASED:***

##### Submitted Property (Phase I)

All that tract or parcel of land lying and being in the 1269<sup>th</sup> GMD of the Richmond County, Georgia, and being more particularly described as follows:

Beginning at the intersection with the centerline of Brookside West Apartments entrance & the easterly right-of-way of Berkman Road 80' R/W; running thence along said right-of-way of Berkman Road in a northerly direction a distance of 521.13 feet to ½" rebar found; thence leaving said right-of-way South 57 Degrees 06 Minutes 08 Seconds East a distance of 349.71 feet to **The True Point of Beginning**. Running thence North 32 Degrees 54 Minutes 37 Seconds East a distance of 224.58 feet to a point; Running thence South 57 Degrees 44 Minutes 09 Seconds East a distance of 276.19 feet to a point; Running thence South 33 Degrees 01 Minutes 16 Seconds West a distance of 31.73 feet to a point; Running thence North 56 Degrees 58 Minutes 44 Seconds West a distance of 31.76 feet to a ½" rebar found; Running thence South 32 Degrees 54 Minutes 37 Seconds West a distance of 195.97 feet to a ½" rebar found; Running thence North 57 Degrees 06 Minutes 08 Seconds West a distance of 244.35 feet to **The True Point of Beginning**.

Said parcel of land containing 1.29 acres (56,209 sq. feet).

##### Additional Property (Future Phases)

All that tract or parcel of land lying and being in the 1269<sup>th</sup> GMD of the Richmond County, Georgia, and being more particularly described as follows:

Beginning at the intersection with the centerline of Brookside West Apartments entrance & the easterly right-of-way of Berkman Road 80 R/W; Running thence along said right-of-way of Berkman Road in a northerly direction a distance of 521.13 feet to **The True Point of Beginning**; Thence continuing along said right-of-way following the arc of a curve to the right a distance of 496.54 feet (said arc having a radius of 1050.54 feet and a chord bearing of North 06 Degrees 16 Minutes 44 Seconds East a distance of 491.94 feet) to a concrete monument found; Thence leaving said right-of-way South 58 Degrees 20 Minutes 42 Seconds East a distance of 1016.58 feet to a ¾" open top found; Running thence South 32 Degrees 50 Minutes 04 Seconds West a distance of 266.31 feet to a point; Running thence North 56 Degrees 58 Minutes 44 Seconds West a distance of 170.37 feet to a point; Running thence North 33 Degrees 01 Minutes 16 Seconds East a distance of 31.73 feet to a point; Running thence North 57 Degrees 44 Minutes 09 Seconds West a distance of 276.19 feet to a point; Running thence South 32 Degrees 54 Minutes 37 Seconds West a distance of 224.58 feet to a point; Running thence North 57 Degrees 06 Minutes 08 Seconds West a distance of 349.71 feet to a point to **The True Point of Beginning**.

Said parcel of land containing 7.42 acres (323,642 sq. feet).

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\*Purchaser acknowledges that Seller does not have an obligation to submit all of the Additional Property described herein to the Condominium. In the event the Unit is located on the Additional Property, Seller shall prior to closing submit to the Condominium a certain portion of the Additional Property containing the Unit, to be determined in the sole discretion of Seller.

**EXHIBIT "B"**

**Unit Floor Plan**

[TO BE ATTACHED BY LISTING BROKER]

**EXHIBIT "C"**

**No Financing Required**

The following shall control over any inconsistent provision contained in the Purchase Agreement:

Purchaser represents to Seller that no mortgage financing is necessary or desirable for Purchaser to complete this transaction and that Purchaser does not desire for this Agreement to be contingent upon his ability to obtain financing. Purchaser agrees to provide Seller with a letter from a bank or financial institution on or before ten (10) business days from the date of Seller's acceptance of this Agreement verifying that Purchaser has sufficient funds to close the sale of the Unit. In the event Purchaser elects to obtain mortgage financing for the purchase of the Unit, this Agreement shall not be contingent on financing and the financing shall not delay the closing of the sale of the Unit.

**PURCHASER(S):**

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

## EXHIBIT "C"

### Financing Contingency

The following financing contingency shall control over any inconsistent provision contained in the Purchase Agreement:

This Agreement is made conditioned upon Purchaser's ability to obtain a loan in the principal amount of not less than \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for a term of not less than \_\_\_\_\_ (\_\_\_\_) years, with an interest rate of not more than \_\_\_\_\_ percent (\_\_\_\_%) per annum on the unpaid balance. Such loan is to be secured by a first lien on the Unit. Purchaser covenants to apply for such loan on or before \_\_\_\_\_ (\_\_\_\_) days from the date of Seller's acceptance of this Agreement to notify Seller and/or Seller's agent of such application, and to pursue such application diligently. In the event Purchaser fails to apply for such loan within such period, or does not diligently furnish requested loan information within Purchaser's control within two (2) days of the request therefor, Purchaser shall be in default hereunder and Seller, at its option, may terminate this Agreement and retain the Earnest Money as liquidated damages. Purchaser agrees to cooperate fully with Seller and the lender in processing the loan application. Seller or its designated agent is authorized to contact such lender from time to time regarding the status of said loan. "Ability to obtain" as used herein means that Purchaser is qualified to receive the loan described herein based upon lender's customary and standard underwriting criteria. If Purchaser has the ability to obtain the loan referenced herein, Purchaser warrants that, at closing, Purchaser will have sufficient cash to complete the purchase of the Unit. Purchaser further warrants that unless otherwise specified herein, Purchaser does not need to sell or lease other real property in order to complete the purchase of the Unit.

Purchaser shall provide Seller with written evidence of approval for a loan for purchase of the Unit under the terms and conditions set forth in this Agreement on or before fourteen (14) days from the date of Seller's acceptance of this Agreement. Upon receipt of evidence of loan approval by Seller, this contingency shall no longer apply. In the event the loan is disapproved and evidence of such disapproval is provided to Seller within said fourteen (14) day period, then Purchaser may terminate the Agreement, Holder shall return the Earnest Money and the Total Upgrade Deposit to Purchaser, and all further rights, obligations and liabilities created hereunder shall be deemed terminated and of no further force and effect. Should Purchaser not provide evidence of approval or disapproval of loan within said fourteen (14) day period, this contingency shall not apply, this transaction shall be considered an all cash transaction, Seller shall not pay any closing costs, and should the Purchaser not be able to obtain financing by the closing date, the Earnest Money and the Total Upgrade Deposit shall be disbursed by Holder to Seller. Purchaser agrees that a loan with terms consistent with those described herein shall satisfy this loan contingency. Purchaser may also apply for a loan with different terms and conditions and close the transaction provided (a) all other terms and conditions of this Agreement are fulfilled, and (b) the new loan does not increase the costs charged to the Seller. Purchaser shall be obligated to close this transaction if Purchaser has the ability to obtain a loan with terms as described herein and/or any other loan for which Purchaser has applied and been approved.

In the event Purchaser applies for financing from a lender that is not a Preapproved Lender, this contingency shall not apply, this transaction shall be considered an all cash transaction, Seller shall not pay any closing costs, and should the Purchaser not be able to obtain financing by the closing date, the Earnest Money shall be disbursed by Holder to Seller, and the Total Upgrade Amount shall be retained by Seller as provided in Paragraph 13(b) of this Agreement.

**PURCHASER(S):**

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

**EXHIBIT "D"**  
**SELLING BROKER RELATIONSHIP**

**Selling Broker Relationship**

In this transaction, the relationship of the Listing Broker and the Selling Broker to the Seller and Purchaser is specified below. The term "Broker" shall mean a licensed Georgia real estate broker or brokerage firm and where the context would indicate the broker's affiliated licensees. No Broker in this transaction shall owe any duty to Purchaser or Seller greater than what is set forth in the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. §10-6A-1 et seq.

**A. Agency.**

1. The Broker, if any, working with the Seller is identified on the signature page of this Agreement as the "Listing Broker"; and said Broker is representing the Seller;
2. The Broker, if any, working with the Purchaser is identified on the signature page of this Agreement as the "Selling Broker", and said Broker is \_\_\_\_\_ OR, is not \_\_\_\_\_ representing the Purchaser; and
3. If Purchaser and Seller are both being represented by the same Broker, a relationship of either designated agency \_\_\_\_\_ OR, dual agency \_\_\_\_\_ shall exist.

(a) Dual Agency Disclosure. [Applicable only if dual agency has been selected above] Seller and Purchaser are aware that Broker is acting as a dual agent in this transaction and consent to the same. Seller and Purchaser have been advised that:

- (1) In serving as a dual agent, the Broker is representing two (2) clients whose interests are or at times could be different or even adverse.
- (2) The Broker will disclose all adverse, material facts relevant to the transaction and actually known to the dual agent to all parties in the transaction except for information made confidential by request or instructions from another client which is not otherwise required to be disclosed by law.
- (3) The Purchaser and Seller do not have to consent to dual agency.
- (4) The consent of the Purchaser and Seller to dual agency has been given voluntarily and the parties have read and understood their brokerage engagement agreements.
- (5) The Broker and/or affiliated licensees have no material relationship with either client except as follows: \_\_\_\_\_  
\_\_\_\_\_. (A material relationship means one actually known of a personal, familial or business nature between the Broker and affiliated licensees and a client which would impair their ability to exercise fair judgment relative to another client.)

Notwithstanding any provision to the contrary contained herein, Seller and Purchaser each hereby direct Broker, while acting as a dual agent, to keep confidential and not reveal to the other party all information that could materially and adversely affect the negotiating position of the party.

(b) Designated Agency Assignment. [Applicable only if the designated agency has been selected above]

The Broker has assigned \_\_\_\_\_ to work exclusively with Purchaser as Purchaser's Designated Agent and \_\_\_\_\_ to work exclusively with Seller as Seller's Designated Agent. Each Designated Agent shall exclusively represent the party to whom each has been assigned as a client and shall not represent in this transaction the client assigned to the other Designated Agent.

- B. Brokerage.** The Broker(s) identified herein have performed valuable brokerage services and are to be paid a commission pursuant to a separate agreement or agreements. Unless otherwise provided for herein, the Listing Broker will be paid a commission by the Seller and the Selling Broker will receive a portion of the Listing Broker's commission pursuant to a cooperative brokerage agreement. The closing attorney is authorized and directed to pay the commission of the Broker(s) at closing out of the proceeds of the sale. If the sale proceeds are insufficient to pay the full commission, the party owing the commission will pay any shortfall at closing. If more than one Broker is involved in the transaction, the closing attorney may also pay each Broker their respective portion of said commission. In the event the sale is not closed because of Purchaser's and/or Seller's failure or refusal to perform any of their obligations herein, the non-performing party shall immediately pay the Broker(s) the full commission the Broker(s) would have received had the sale closed, and the Selling Broker and Listing Broker may jointly or independently pursue the non-performing party for their portion of the commission.

**PURCHASER(S):**

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

**SELLING BROKER:**

By: \_\_\_\_\_  
Broker of Affiliated Licensee

Print Name: \_\_\_\_\_

Print or Type Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: (W) \_\_\_\_\_; (H) \_\_\_\_\_

Broker Code: \_\_\_\_\_

**EXHIBIT "E"**

**Standard Specifications for Unit Completion**

**[SAMPLE--SELLER ENCOURAGED TO INCORPORATE CUSTOMIZED EXHIBIT]  
EXHIBIT "F"**

**Upgrade Finish Items and Options**

	<b><u>Description of Upgrade</u></b>	<b><u>Cost of Upgrade</u></b>
1.	_____	\$ _____
2.	_____	\$ _____
3.	_____	\$ _____
4.	_____	\$ _____
5.	_____	\$ _____
6.	_____	\$ _____
7.	_____	\$ _____
8.	_____	\$ _____
9.	_____	\$ _____
10.	_____	\$ _____

Seller and Purchaser each intending to be legally bound, do hereby covenant and agree that the Total Purchase Price set forth in Paragraph 2 of this Agreement shall be increased by the Total Upgrade Amount set forth in this Exhibit "F."

**TOTAL UPGRADE AMOUNT:** \$ \_\_\_\_\_

**TOTAL UPGRADE DEPOSIT:** (\$ \_\_\_\_\_)

**BALANCE OWED ON TOTAL  
UPGRADE AMOUNT BY [CLOSING]:** \$ \_\_\_\_\_

Date: \_\_\_\_\_

Purchaser Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Purchaser Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Seller Signature: \_\_\_\_\_

## EXHIBIT "G"

### Disclosure of Information and Acknowledgement

#### LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

*This disclosure form and the "Protect Your Family From Lead in Your Home" pamphlet must be attached and acknowledged by all parties to an offer to sell or lease housing that was built prior to 1978. The disclosures must occur prior to the seller's/lessor's acceptance of the buyer's/lessee's written offer to purchase/lease; if the potential buyer/lessee makes the offer to purchase/lease before the requisite disclosures are provided to the buyer/lessee, the seller/lessor can not accept the offer until: 1) the disclosure is made; and 2) the potential buyer/lessee has had an opportunity to review the information and consider whether to amend his offer.*

#### LEASE TRANSACTION LEAD WARNING STATEMENT.

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

#### PURCHASE AND SALE TRANSACTION LEAD WARNING STATEMENT.

Every purchaser of any interest in residential property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

#### Seller's/Lessor's Disclosure. [Seller/Lessor to initial section A and B below]

☐

##### A. Presence of lead-based paint and/or lead paint hazard (check one below):

Seller/Lessor  
Initials

- ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain below):
- ☐ Seller/Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

☐

##### B. Records and Reports available to the Seller/Lessor (check one below):

Seller/Lessor  
Initials

- ☐ Seller/Lessor has provided the Buyer/Lessee with all the available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list document below):
- ☐ Seller/Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

#### Buyer's/Lessee's Acknowledgment. [Buyer/Lessee to initial section C, D, and E below]

☐

##### C. Buyer/Lessee has received copies of all information listed above.

Buyer/Lessee  
Initials

☐

##### D. Buyer/Lessee has read and understands the above lead warning statement and has received the pamphlet "Protect Your Family From Lead in Your Home."

Buyer/Lessee  
Initials

☐

##### E. Buyer/Lessee has (check one below):

Buyer/Lessee  
Initials

- ☐ Received a mutually agreed upon seven (7) day period to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
- ☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

#### Broker's Acknowledgment. [Broker to initial section F below]

☐

##### F. Broker has informed the Seller/Lessor of the Seller/Lessor's obligations under 42 U.S.C. §4852(d) and is aware of his/her responsibility to ensure compliance.

Broker's Initials

#### Certification of Accuracy.

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Seller/Lessor	Date	Seller/Lessor	Date
Buyer/Lessee	Date	Buyer/Lessee	Date
Broker	Date	Broker	Date

NOTE: It is the intent of this Exhibit that it be applicable to both the sale and leasing of Property. The use of terms like "Buyer/Lessee" shall mean either a Buyer or a Lessee or both as the context may indicate.



[OPTIONAL: IF UNIT OCCUPIED BY A TENANT]

ADDENDUM TO THE TOWNECLUB CONDOMINIUM  
PURCHASE AGREEMENT  
WHEN UNIT OCCUPIED BY TENANT

This is an Addendum ("Addendum") to the TOWNECLUB CONDOMINIUM PURCHASE AGREEMENT for the purchase and sale of Unit \_\_\_\_\_ of the TOWNECLUB Condominium ("Purchase Agreement") by and between TOWNECLUB PARTNERS, LLC, a \_\_\_\_\_ limited liability company ("Seller") and \_\_\_\_\_ ("Purchaser/s").

Seller and Purchaser, each intending to be legally bound, do hereby covenant and agree as follows:

1. Terms used in this Addendum shall have the same meaning given to such terms in the Purchase Agreement.
2. This Addendum is an integral part of the Purchase Agreement and shall form a part thereof.
3. In the event of a conflict between the terms and provisions of this Addendum and the terms and conditions of the Purchase Agreement, the terms and provisions of this Addendum shall prevail and survive the closing.
4. The Purchase Agreement is hereby amended to add the following:

Purchaser acknowledges and understands that there is currently a tenant residing in the Unit to be purchased. Under O.C.G.A. § 44-3-87 ("Condominium Act"), the tenant has the right to at least one hundred twenty (120) days notice or longer, if the term of the lease is longer, prior to being required to vacate the Unit. The tenant also has the right to purchase the Unit for a period of sixty (60) days after delivery of an initial offer from Seller. Thereafter, during the one hundred twenty (120) days following the date of delivery of the initial offer to tenant, Seller may not sell the Unit to any other person at a price or on terms more favorable than the price or terms initially offered to the tenant, without first delivering the same offer to the tenant. In that event, the tenant will have ten (10) days to deliver acceptance of any such offer before the Unit is sold to Purchaser. Because of the tenant's rights set forth above, Purchaser acknowledges that this Purchase Agreement will be effective only if the tenant does not exercise tenant's right to purchase the Unit as set forth above. If tenant exercises the right to purchase the Unit, this Purchase Agreement shall be null and void and of no further force and effect, all Earnest Money shall be returned to Purchaser and all parties shall be relieved of their respective obligations. If tenant does not exercise the right to purchase, then this Purchase Agreement shall remain in full force and effect, and Purchaser shall purchase the Unit subject to tenant's rights of occupancy. Purchaser shall assume all of landlord's rights and obligations under tenant's lease and Georgia statutes. Notwithstanding the foregoing, Purchaser acknowledges that Seller does not guarantee the tenancy of the Unit by tenant for the entire period of tenant's lease. Purchaser hereby acknowledges receipt of a copy of the lease and all documents pertaining to the Unit. Purchaser further agrees and understands that after the expiration of the rescission period described in Paragraph 31 of the Purchase Agreement, a sixty (60) day notice to vacate shall be given to the tenant in the Unit if the tenant occupies the Unit on a month-to-month basis.

Purchaser agrees to apply for financing prior to the date on which the tenant's right to purchase the Unit expires. In consideration, the Seller agrees to reimburse Purchaser for application fees incurred only if the tenant then exercises its right to purchase the Unit. In the event the Purchase Agreement herein is exercised, Purchaser will then pay all mortgage and closing costs as per the Purchase Agreement.

5. Except as provided above, the Purchase Agreement is not altered or amended hereby and remains in full force and effect according to the terms hereof.

IN WITNESS WHEREOF, the parties have hereunto affixed their respective hands and seals on the day and year set forth under the respective names.

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
PURCHASER

Date: \_\_\_\_\_

\_\_\_\_\_  
PURCHASER

Date: \_\_\_\_\_

\_\_\_\_\_  
SELLER

Date: \_\_\_\_\_