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DECLARATION OF CONDOMINIUM
FOR
ECLIPSE RESIDENTIAL CONDOMINIUM

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This Declaration may be used only in connection with the property at
Eclipse Residential Condominium and the operation of the Eclipse
Residential Condominium Association, Inc.***

STATE OF GEORGIA
COUNTY OF FULTON

DECLARATION OF CONDOMINIUM

FOR

ECLIPSE RESIDENTIAL CONDOMINIUM

THIS DECLARATION is made on the date set forth below by 250 Pharr Road, L.P., a Georgia limited partnership (hereinafter referred to as "Declarant");

WITNESETH

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

WHEREAS, the property being submitted to condominium form of ownership pursuant to this Declaration is the same property identified as the Residential Component of Eclipse, a Master Condominium and all limited common elements assigned to said Residential Component, as more specifically set forth in that certain Declaration of Condominium for Eclipse, a Master Condominium dated November 22, 2004, and recorded in Deed Book 38882, Page 225, *et seq.*, Fulton County, Georgia records (hereinafter referred to as the "Master Declaration");

WHEREAS, the Residential Component is being subdivided in accordance with subparagraph 13(m) of the Master Declaration and the provisions of O.C.G.A. § 44-3-92 by filing an independent declaration of condominium for said Residential Component;

WHEREAS, a plat of survey related to Eclipse Residential Condominium prepared by Highland Engineering, Inc. was filed in Condominium Plat Book 16, Page 282, *et seq.*, Fulton County, Georgia records;

WHEREAS, floor plans relating to Eclipse Residential Condominium prepared by Gary B. Coursey & Associates, Inc. were filed in Condominium Floor Plan Book 29, Page 560, *et seq.*, Fulton 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

ECLIPSE RESIDENTIAL CONDOMINIUM

1. NAME.

The name of the condominium is Eclipse Residential Condominium (hereinafter sometimes called "Eclipse Residential" 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.* (1991 and Supp. 2003).

2. DEFINITIONS.

Generally, terms used in this Declaration, the Bylaws, and the Articles of Incorporation shall have their normal, generally accepted meanings or the meanings given in the Act or the Georgia Nonprofit Corporation Code. Unless the context otherwise requires, 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.* (1991 and Supp. 2003), as such Act may be amended from time to time.

(b) Amenities Area shall mean that portion of the tenth floor of the Building, which has been improved by amenities, including, but not limited to, the following: the pool, pool deck, entertainment center, kitchen, bar, restrooms, club room, fitness center and gaming center, as more specifically shown on Sheet A2.9 of the Master Floor Plans. As shown on the Master Floor Plans, the Amenities Area shall constitute a portion of the Common Elements of the Condominium.

(c) Amenities Easement Area shall mean that portion of the Condominium over which an easement has been granted for the benefit of the Retail Condominium Unit Owners (as defined herein), as more specifically set forth in subparagraph 21(g) hereof.

(d) 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.

(e) Area of Common Responsibility shall mean 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 become the responsibility of the Association.

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

(g) Association shall mean Eclipse Residential Condominium Association, Inc., a Georgia nonprofit corporation, its successors or assigns.

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

- (i) Building shall mean that certain twenty-two (22) story building having an address of 250 Pharr Road, Atlanta, Georgia, which contains the Condominium.
- (j) Bylaws shall mean the Bylaws of Eclipse Residential Condominium Association, Inc., attached to this Declaration as Exhibit "C" and incorporated herein by this reference.
- (k) Commercial Parking Component shall have the same meaning as set forth in subparagraph 2(k) of the Master Declaration.
- (l) Commercial Unit shall mean the space shown on the Floor Plans for the Condominium recorded in the Official Records marked as "Commercial Unit" or "CU", and shall not refer to a "Retail Condominium Unit" as defined in subparagraph 2(xx) below.
- (m) Common Elements shall mean: (i) 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; and (ii) those portions of the Master Condominium that are assigned to the Residential Component as a "Limited Common Element" in the Master Declaration.
- (n) 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, as required under the Master Declaration.
- (o) 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.
- (p) Component shall have the same meaning as set forth in subparagraph 2(p) of the Master Declaration.
- (q) Condominium shall mean: (i) 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 (ii) those portions of the Master Condominium that are assigned to the Residential Component as a Master Limited Common Element in Paragraph 6 of the Master Declaration.
- (r) Condominium Instruments shall mean this Declaration and all exhibits to this Declaration, including the Bylaws of the Association, and the Survey and Floor Plans, the Master Declaration and all exhibits to the Master Declaration, including the Bylaws of the Master Association, and the Master Plat and Master Floor Plans, all of such documents which may be supplemented or amended from time to time.
- (s) Declarant shall mean 250 Pharr Road, L.P., a Georgia limited partnership, its respective successors and assigns and any other Person as further set forth in Section 44-3-71(13) of the Act, provided that such successors and/or assigns are designated in writing by Declarant as a successor and/or assign of the rights of Declarant set forth herein. 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 250 Pharr Road, L.P., as the Declarant herein.
- (t) Declarant Control Period shall mean that time period in which the Declarant has the right to appoint directors and officers of the Association under Article III, Part A, Section 2 of the Bylaws.

(u) Declarant's Telecommunications Easement Area shall mean the rooftops (including the roof tops of the elevator machine rooms, the stair wells, and the twenty-second floor of the Building, but excluding the columns and associated elements, including, but not limited to, the beams and cladding, located on the uppermost elevation of the Building), the interior walls of the rooftops, the airspace located above the rooftops referenced herein to a height of fifteen feet (15') above such rooftops, a four foot (4') by four foot (4') section of the elevator machine rooms, the main telecommunications room (located on the first floor of the Building), as more specifically shown on the Floor Plans and the Master Floor Plans, and vertical and horizontal chase space between such areas, and such other portions of the Building that Declarant and its successors, assigns, and Permittees need to access in order to utilize the Telecommunications Easement, as more specifically set forth in subparagraph 21(f)(ii) hereof.

(v) 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.

(w) Effective Date shall mean the date on which this Declaration is recorded in the Official Records.

(x) Electronic Document shall mean information created, transmitted, received or stored by electronic means and retrievable in human perceivable form, including, but not limited to, e-mail, web pages, electronic documents, and facsimile transmissions.

(y) 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.

(z) 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.

(aa) Floor Plans shall mean the floor plans for Eclipse Residential Condominium, filed in the condominium floor plan book of the Official Records.

(bb) 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.

(cc) Maintenance Manual shall mean those certain maintenance criteria, maintenance manuals, and warranty requirements for the Building provided by Declarant to the Association in accordance with subparagraph 17(f)(ii) hereof.

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

(ee) Master Association shall mean Eclipse Master Condominium Association, Inc., a Georgia nonprofit corporation, its successors or assigns.

(ff) Master Bylaws shall mean the Bylaws of Eclipse Master Condominium Association, Inc., attached to the Master Declaration as Exhibit "C".

(gg) Master Condominium shall mean Eclipse, a Master Condominium created by that certain Master Declaration, as defined in subparagraph (ii) below.

(hh) Master Condominium Property shall mean all that tract or parcel of land located in Land Lot 99 of the 17th District of Fulton County, Georgia, and being more particularly described in Exhibit "A" of the Master Declaration incorporated herein by this reference.

(ii) Master Declaration shall mean that certain Declaration of Condominium for Eclipse, a Master Condominium dated November 22, 2004, and recorded in Deed Book 38882, Page 225, et seq., Fulton County, Georgia records, as amended or as may be amended.

(jj) Master Floor Plans shall mean those certain floor plans related to the Master Condominium prepared by Gary B. Coursey & Associates, Inc. dated November 22, 2004, and filed in Condominium Floor Plan Book 29, Page 539, et seq., Fulton County, Georgia records.

(kk) Master Limited Common Element shall have the same meaning as "Limited Common Element", as defined in subparagraph 2(bb) of the Master Declaration.

(ll) Master Plat shall mean that certain plat of survey related to the Master Condominium prepared by Highland Engineering, Inc. dated November 22, 2004, and filed in Condominium Plat Book 14, Page 281, et seq., Fulton County, Georgia records.

(mm) 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.

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

(oo) Occupant shall mean any Person (i) staying overnight in a Residential 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, or (ii) regularly occupying the Commercial Unit for retail or business purposes as an owner or employer of such business.

(pp) Official Records shall mean the official land records of the Clerk of the Superior Court of Fulton County, Georgia.

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

(rr) Parking Deck shall mean the multi-level parking deck located on the Master Condominium Property, a portion of which constitutes a Common Element and serves the Condominium.

(ss) Permittee shall mean any Occupant and any officer, agent, employee, licensee, customer, vendor, supplier, guest, invitee or contractor of an Owner or the Declarant. As used in subparagraph 21(g) hereof, the term "Permittee" shall refer to any tenant, guest, officer, agent, employee or licensee of a Retail Condominium Unit Owner.

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

(uu) Residential Component shall have the same meaning as set forth in subparagraph 2(uu) of the Master Declaration.

(vv) Residential Unit shall mean all Units except for the Commercial Unit as defined above.

(ww) Retail Component shall have the same meaning as set forth in subparagraph 2(xx) of the Master Declaration.

(xx) Retail Condominium Unit shall have the same meaning as set forth in subparagraph 2(yy) of the Master Declaration, and shall not refer to the “Commercial Unit” as defined in subparagraph 2(k) above.

(yy) Retail Condominium Unit Owner shall have the same meaning as set forth in subparagraph 2(zz) of the Master Declaration.

(zz) 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.

(aaa) Survey shall mean the plat of survey for Eclipse Residential Condominium, filed in the condominium plat book of the Official Records.

(bbb) ~~Telecommunications Agreement~~ shall have the same meaning as more specifically set forth in subparagraph 19(h)(xv) hereof.

(ccc) Telecommunications Easement shall have the same meaning as more specifically set forth in subparagraph 21(f)(ii) hereof.

(ddd) Telecommunications Equipment shall have the same meaning as more specifically set forth in subparagraph 21(f)(ii) hereof.

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

(fff) 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.

(ggg) Valet Parking Company shall have the same meaning as more specifically set forth in subparagraph 19(o)(i) hereof.

3. LOCATION, PROPERTY DESCRIPTION, PLATS AND PLANS.

The Condominium subject to this Declaration and the Act is located in Land Lot 99 of the 17th District of Fulton 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 Official Records at the time the Condominium 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, realignment and renumbering of parking spaces, addition, reconfiguration and renumbering 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 three hundred fifty-eight (358) separate Residential Units, one (1) Commercial Unit, Common Elements and Limited Common Elements. Each Unit consists of a dwelling or commercial space 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 that lies within the following boundaries:

(a) Commercial Unit.

(i) Vertical Boundaries. The perimetrical or vertical boundaries of the Commercial Unit shall be the vertical plane formed by the outermost surface of the stud in the walls separating the Commercial Unit from the exterior walls of the Building. With respect to common walls between the Commercial Unit and any other improved space, the perimetrical or vertical boundary of the Commercial Unit shall be the centerline of such walls.

(ii) Horizontal Boundaries. The upper horizontal boundary of the Commercial Unit shall be the centerline of the concrete slab located between the ceiling of the Commercial Unit and the flooring of the Residential Unit(s) located above. The lower horizontal boundary of the Commercial Unit shall be the uppermost surface of the concrete subflooring on which the Commercial Unit is located, with the flooring, if any, constituting part of the Commercial Unit and the concrete subflooring and Building foundation not constituting part of the Commercial Unit.

(b) Residential Unit.

(i) Vertical Boundaries. The perimetrical or vertical boundary of each Residential Unit shall be the vertical plane formed by the outermost surface of the stud in the walls separating the Residential Unit from the exterior walls of the Building. With respect to common walls between Residential Units or common walls between a Residential Unit and a corridor, the perimetrical or vertical boundary of the Residential Units served thereby shall be the vertical plane formed by the centerline of such walls.

(ii) Horizontal Boundaries.

(A) Floor 2. For those Residential Units located on floor 2 of the Building, the upper horizontal boundary of such Residential Units shall be the centerline of the concrete slab located between the ceiling of such Residential Units and the flooring of the Residential Units located above. The lower horizontal boundary of such Residential Units shall be the centerline of the concrete slab located between the flooring of such Residential Units and the ceiling of the improved spaces located below.

(B) Floors 3 through 20. For those Residential Units located on floors 3 through 20 of the Building, the upper horizontal boundary of such Residential Units shall be the centerline of the concrete slab located between the ceiling of such Residential

Units and the flooring of the Residential Units located above. The lower horizontal boundary of such Residential Units shall be the centerline of the concrete slab located between the flooring of such Residential Units and the ceiling of the Residential Units located below.

(C) Floor 21. For those Residential Units located on floor 21 of the Building, the upper horizontal boundary of such Residential Units shall be the centerline of the concrete slab located between the ceiling of such Residential Units and the roof of the Building. The lower horizontal boundary of such Residential Units shall be the centerline of the concrete slab located between the flooring of such Residential Units and the ceiling of the Residential Units located below.

(c) 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 that serves only that Unit shall be deemed to be a part of that Unit, while any portions thereof that 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, and all Master Limited Common Elements assigned to the Residential Component as more specifically set forth in Paragraph 6 of the Master Declaration and incorporated herein by this reference. The Common Elements shall include, without limitation, the lobby, lounge, restroom (located in the lobby), reception room, two (2) offices, business center, internet café, conference room, lobby corridor, mailroom, bike storage room, and the condensing areas located on the first floor of the Building, the recycling areas located on the fourth through ninth floors of the Building, stairs, hallways, lobbies, elevators, elevator shafts, elevator lobbies, mechanical rooms, electrical rooms, maintenance room, trash chute, limited access gated entry systems, and the pool, pool deck, entertainment center, kitchen, bar, restrooms, club room, fitness center and gaming center located on the tenth floor of the Building, the roofs located on the eleventh and twenty-second floors of the Building, as may be more specifically shown on the Floor Plans and/or the Master Floor Plans.

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 on Exhibit "B" attached hereto and incorporated herein by this reference. Such percentages of undivided interest may be altered only by the written 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.

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 is as follows, and may be more specifically shown on the Floor Plans:

(i) a terrace attached to and exclusively serving a Unit, as more specifically shown on the Floor Plans, is assigned as a Limited Common Element to the Unit so served;

(ii) a balcony attached to and exclusively serving a Unit, as more specifically shown on the Floor Plans, is assigned as a Limited Common Element to the Unit so served;

(iii) the mechanical room serving more than one (1), but less than all Units, are assigned as Limited Common Elements to the Units that are served by such mechanical room;

(iv) the corridors and hallways serving more than one (1), but less than all Units, are assigned as Limited Common Elements to the Units that are served by such corridors and hallways;

(v) the service elevator lobbies located on the second through twenty-first floors of the Building are assigned as Limited Common Elements to the Units that are located on the same floor as the service elevator lobby;

(vi) the passenger elevator lobbies located on the second and eleventh through twenty-first floors of the Building are assigned as Limited Common Elements to the Units that are located on the same floor as the passenger elevator lobby;

(vii) the controlled access door that separates the Common Element fitness center and the Units located on the tenth floor of the Building is assigned as a Limited Common Element to the Units located on the tenth floor of the Building;

(viii) 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 Limited Common Element to the Unit or Units so served;

(ix) parking spaces may be initially assigned or reassigned to a Unit as limited common elements by an amendment to this Declaration as provided in subparagraphs (b) and (c) below;

(x) storage spaces may be initially assigned or reassigned to a Unit as limited common elements by an amendment to this Declaration as provided in subparagraphs (b) and (c) below;

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

(xii) each Unit is assigned one (1) mailbox or mail slot.

(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 the 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 the Declarant. The Board has the right to approve or disapprove any such request made by any Person other than the 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 storages spaces to be assigned as Limited Common Elements pursuant to subparagraphs (a) and (b) above. The proceeds of the sale of parking spaces or storages spaces as Limited Common Elements shall belong to the 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 Eclipse Residential 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 of a Unit shall be entitled to one (1) equally weighted vote for such Unit.

Furthermore, each Owner, by acceptance of a deed to a Unit, acknowledges that, in addition to being subject to and bound by the Condominium Instruments, he or she is subject to the Master Declaration, and that the Association is a member of and subject to assessment by the Master Association.

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

(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 elevators and the trash receptacles;

(k) at the sole expense of the Association, without need for a membership vote, and without the written consent of any affected Owner, to relocate any portion of the air conditioning, heating, plumbing, ventilating, exhaust, electrical, or telecommunications 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;

(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 the Declarant or the Owner(s) of the Commercial Unit have 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 of the Total Association Vote cast at a duly called special or annual meeting;

(m) to enter into joint agreements and contracts with other associations and legal entities for the provision of services, including, without limitation, management, landscaping, porter, concierge, property monitoring services, and trash removal services;

(n) to pay assessments to the Master Association as provided in the Master Declaration; and

(o) to appoint representatives to the Master Association to represent the Condominium in accordance with the Master Declaration and the Master Bylaws.

(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 (\$750.00) against the Owner or encumbering the Unit, then, in addition to all other rights provided under Georgia law 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, cable or satellite television, internet access or other internet-based services, or any other or utility service 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 or service, including reasonable attorneys' fees actually incurred, shall be an assessment against the Unit. The utility or service 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 utility or 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, satellite, or internet 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 (including any assessments to be paid

to the Master Association as set forth in the Master Declaration and fees related to the Valet Parking Company as more specifically set forth in subparagraph 19(o) hereof) 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.

(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 (\$200.00) 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, which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital 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 (\$10.00), 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 subparagraph (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.

Insurance for the Condominium shall be obtained and maintained at all times by the Master Association pursuant to Paragraph 11 of the Master Declaration, as required by Section 44-3-107 of the Act, and in reliance of Section 44-3-115 of the Act (which Section of the Act provides that the provisions of the Act and the Condominium Instruments recorded pursuant to the Act shall be liberally construed in favor of the valid establishment of a condominium). All insurance purchased by the Master Association pursuant to Paragraph 11 of the Master Declaration shall run to the benefit of the Master Association, the board of directors of the Master Association, officers, all agents and employees of the Master Association, the Association, the Association's Board of Directors, officers, all agents and employees of the Association, the Owners, the owner(s) of a Component, and their respective Mortgagees, and all other persons entitled to occupy any Unit or Component, as their interests may appear.

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 two-thirds (2/3) 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. Notwithstanding the foregoing, in the event that two-thirds (2/3) of the Owners vote not to proceed with the reconstruction and repair of the structure, the written consent of eighty percent (80%) of the owners of the other Components of the Master Condominium shall be required. 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 other 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 Paragraph 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 that 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 Condominium as are designated by the Board of Directors.

13. ARCHITECTURAL CONTROLS.

(a) During the Declarant Control Period. During the Declarant Control Period, 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 roof of the Condominium, in any windows (except window treatments as provided herein), or on any Limited Common Elements or any Common Elements, must receive the prior written approval of the Declarant. However, a mezuzah or comparable religious symbol not larger than one inch (1") in width and seven inches (7") in height may be posted on the doorframe of the Unit. In addition, reasonable seasonal decorative lights may be displayed from within a Unit between Thanksgiving and January 15th. Granting or withholding such

approval shall be within the sole discretion of the Declarant. All references in the Condominium Instruments to the Architectural Control Committee shall refer to the Declarant during the Declarant Control Period. Notwithstanding anything to the contrary stated herein, the initial improvements constructed on the Condominium and all architectural modifications thereto that are made by the Declarant shall not be subject to approval pursuant to this Paragraph.

(b) After the Declarant Control Period. After the Declarant Control Period has expired, an Architectural Control Committee shall be appointed by the Board of Directors, and except for the Declarant for so long as the Declarant owns 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 roof of the Condominium, 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 Architectural Control Committee pursuant to this Paragraph 13. However, a mezuzah or comparable religious symbol not larger than one inch (1") in width and seven inches (7") in height may be posted on the doorframe of the Unit. In addition, reasonable seasonal decorative lights may be displayed from within a Unit between Thanksgiving and January 15th. 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 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. Notwithstanding anything to the contrary stated herein, no Owner or Occupant may make any alteration to or within a Unit that: (A) involves connecting to or relocating pipes, lines, conduits and/or other apparatus for access to common utilities; (B) places an excessive load on any structural or load bearing portions of a Unit; or (C) requires penetration of any concrete floor or ceiling slab without first making a complete application to the ACC pursuant to subparagraph 13(d) below, and obtaining the prior written approval of the ACC. Such approval shall not be granted by the ACC unless the Owner or Occupant of the Unit has presented to the ACC such information as the ACC may reasonably require, including, but not limited to, the following documentation: (1) a report or drawing prepared and certified by a structural engineer licensed in the State of Georgia, which report or drawing shall demonstrate that such proposed interior modifications will not in any way affect or impair the structural soundness or integrity of the Building or any of the Units; (2) building plans for the proposed interior modifications; (3) all necessary permits or approvals required by governmental authorities for the proposed interior modifications; and (4) a certificate of insurance from applicant's contractor, which names the Master Association, the Association and the Owner of the Unit as an additional insured. In addition, within seven (7) days of completion of the interior modifications, the ACC shall be provided with a copy of the certificate of occupancy, and an inspection report prepared and certified by a structural engineer licensed in the State of Georgia.

Furthermore, if alterations to the interior of a Unit requires the penetration of the concrete floor or ceiling slab, the Owner shall also provide the ACC with a report prepared and certified by a

structural engineer licensed in the State of Georgia confirming that an x-ray analysis has been performed for the purposes of verifying that such penetration of the concrete floor or ceiling slab will not impair the structural integrity of such concrete floor or ceiling slab or result in the severing of any structural post-tension system or conduits that may be located within the concrete floor or ceiling slab.

Notwithstanding the foregoing, an Owner shall not relocate or make any connection to a Common Element pipe, line, conduit and/or other apparatus for access to common utilities if such connection will impair or have an adverse effect to the utilities or service of utilities to the other Component or any portion of the other Component.

(ii) Relocation of Boundaries. Boundaries between adjoining Units may be relocated only in accordance with the provisions of O.C.G.A. § 44-3-91 and this Declaration. As long as Declarant owns a Unit for sale, an Owner must obtain the prior written consent of the Declarant and the Board of Directors in order to relocate the boundaries of his or her Unit. After Declarant no longer owns a Unit for sale, an Owner must obtain the prior written consent only of the Board of Directors in order to relocate the boundaries of his or her Unit. The Declarant shall have the right to relocate boundaries between Units owned by the Declarant without the approval of the Board of Directors, and the Board of Directors shall execute the required amendment to the Declaration.

(iii) Subdivision of Units. No Unit may be subdivided into a smaller Unit or Units.

(d) Applications. Applications for approval of any such architectural modification shall be in writing and shall provide such information as the ACC may reasonably require, including, but not limited to, the documentation described in subparagraph 13(c) above. 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 authorized to retain an engineer, architect or other consultant to review such application and related documentation and plans, and all costs and expenses related thereto shall be borne solely by the applicant. Approval of an application may be withheld by the ACC until such time as all costs and expenses related to the review of an application have been paid by the applicant. The ACC shall be the sole arbiter of such application and may withhold approval for any reason, including purely aesthetic considerations, materials to be used, harmony with the external design of the Building and other structures that may be located on the Condominium, 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 Building and Units, and the location in relation to surrounding structures and topography of the vicinity.

If the ACC or its designated representative fails to approve or to disapprove a complete application within fifteen (15) days after the date of the Notice of Application Completion, its 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 (other than that which was requested and to which the ACC did not respond) that is in violation of this Declaration, the Bylaws or rules and regulations promulgated and adopted by the Association or of any applicable zoning or other laws. Under no circumstances will alterations be made or permitted to be made by any Owner if such alteration will:

(i) unreasonably diminish the benefits afforded to such other Owners by any easement or license or unreasonably interrupt such other Owner's use or enjoyment of any easement or license; provided, however, interruption of the use and enjoyment of any easement or license for

temporary construction purposes shall not require consent of the Owners if, upon completion of construction, each Owner's use and enjoyment of the affected easement or license is restored;

(ii) materially adversely affect or impair the structural integrity, character, value or utility of the Building (or any portion thereof);

(iii) materially adversely affect facilities benefiting any other Owners;

(iv) except as to signage, alter the facade or exterior appearance of any portion of the Building in any material respect; or

(v) materially and adversely affects the rights of any Owner, Occupant or Person to exercise the easement rights granted in Paragraph 21 hereof.

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

(f) Condition of Approval. As a condition of approval for a requested architectural change, modification, addition, or alteration, an Owner, on behalf of himself or herself and his or her successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement and insurance of such change, modification, addition, or alteration, unless such responsibilities are assumed by the Association in a written agreement. 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 himself or herself and all successors-in-interest.

(g) Limitation of Liability. Review and approval of any application pursuant to this Paragraph is made on the basis of aesthetic considerations only, and neither the Declarant, the Board of Directors or the ACC shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, or for ensuring compliance with building codes and other governmental requirements. Neither the Declarant, the Association, the Board of Directors, the ACC, 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.

(h) 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.

(i) 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, promptly remove or cause the removal of 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 Official Records notices of violation of the provisions of this Paragraph.

If any Owner or Occupant makes any 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.

(j) 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.

(k) Approval Under the Master Declaration. The provisions for architectural control contained in this Declaration shall be in addition to, and not in lieu of the architectural control provisions contained in the Master Declaration. Whenever approval of the Board of Directors or the ACC is required under this Declaration, the granting of such approval shall not dispense with the need also to comply with the approval procedures set forth in the Master Declaration. All proposed construction, modifications, alterations, and improvements shall be approved pursuant to this Declaration before being submitted for approval pursuant to the Master Declaration.

14. USE RESTRICTIONS.

(a) General. 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 promulgated and adopted by 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 as specified in the Bylaws.

(b) Use of Units.

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

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

(B) the business activity does not involve visitation of the Residential 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;

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

(D) 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 deliveries by couriers, express mail carriers, parcel delivery services and other such similar delivery services);

(E) 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;

(F) 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 life-safety of other residents of the Condominium, as determined in the Board's discretion; and

(G) the business activity does not result in a materially greater use of the Common Elements or Association services.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis that 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: (1) such activity is engaged in full or part-time; (2) such activity is intended to or does generate a profit; or (3) a license is required therefor.

(ii) The Commercial Unit. All portions of the Commercial Unit shall be used only for such commercial, office or business purposes that are lawful and permitted by applicable zoning ordinances and shall be subject to all of the use restrictions set forth below. Notwithstanding anything to the contrary stated herein, such commercial or business activity shall not constitute a public or private nuisance or hazardous or offensive use or threaten the security or life-safety of other Owners or Occupants of the Condominium or the Master Condominium, as may be determined in the reasonable discretion of the Board of Directors. Except as otherwise specifically provided for herein, no Owner or Occupant of the Commercial Unit shall have access, ingress or egress to or through any portion of the Condominium except for said Commercial Unit.

Notwithstanding the foregoing, no part of the Commercial Unit shall be used for any of the following purposes:

- (A) cinema/movie theater;
- (B) bowling alley;
- (C) skating rink;
- (D) video game room, amusement gallery or amusement arcade;
- (E) pool hall;
- (F) massage parlor or facility that hosts obscene, nude or semi-nude live performances;
- (G) adult book store or adult video store where obscene, pornographic or "adult" materials or paraphernalia, including, but not limited to, movies, videotapes, devices, books, magazines, or other related items are sold or displayed;
- (H) facilities used for the sale, display or advertisement of any paraphernalia used in the preparation or consumption of controlled substances;
- (I) facilities used for the operation of any liquor store, package store, or other store primarily selling and/or manufacturing alcoholic beverages;
- (J) funeral home or store selling caskets;
- (K) industrial or manufacturing uses;
- (L) automotive supplies and parts; and
- (M) restaurant where venting and scrubbing of exhaust is required.

(c) Number of Occupants. The maximum number of Occupants in a Residential Unit shall be limited to two (2) people per bedroom in the Residential Unit (as such bedrooms are depicted on the original Survey and Floor Plans filed in the Official Records). For the purposes of this subparagraph (b), efficiencies and studio type units shall constitute a one (1) bedroom unit.

If an Owner of a Residential 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 Residential Unit may not be changed more frequently than once every six (6) months without the prior written approval of the Board of Directors.

(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. 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 himself 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. Except for access necessary for the maintenance and repair of an air conditioning or heating system exclusively serving a particular Unit, there shall be no use of or access to the roof of the Condominium by the Owners, his or her family members, guests, tenants, invitees, agents or contractors. The Association and its agents and contractors shall have access to the roof 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 the Declarant, so long as the Declarant shall own a Unit for sale.

(e) Use of Limited Common Elements, Storage Spaces, Balconies and Terraces. 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 storage space that would cause danger or nuisance to the storage space, the Condominium or the Master 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 the 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) Balconies and Terraces. No objects, including by way of illustration, but not limitation, flags, banners, potted plants, grills, umbrellas, bicycles, laundry garments, towels, awnings, canopies and all other objects, may be located on a balcony or terrace serving a Unit. Objects shall not be permitted to hang over or be attached to any exterior surface of a balcony or terrace wall or to otherwise protrude outside of the vertical plane formed by the exterior surface of a balcony or terrace wall; provided, however, reasonable seasonal decorative lights may be displayed from a balcony or terrace with the prior written consent of the Architectural Control Committee in its reasonable discretion.

Furthermore, penetration of the surfaces of a balcony or terrace wall, floor or ceiling is also prohibited. Enclosure of a balcony or terrace is prohibited. As used herein, "enclosure" shall mean the permanent enclosure of a balcony or terrace into the heated and cooled space within the boundaries of a Unit or any portion thereof.

Notwithstanding the foregoing, patio tables and chairs constructed of materials approved by the Architectural Control Committee may be placed on a balcony or terrace. Patio furniture padding covered in synthetic materials shall be prohibited. Patio furniture padding covered in

natural materials shall be permitted, provided that such furniture padding shall not be located on a balcony or terrace for more than four (4) consecutive hours in any twenty-four (24) hour period. Notwithstanding anything to the contrary stated in this subparagraph 14(e)(ii), the foregoing restrictions shall not be applicable to any balcony or terrace attached to and serving Units 203, 204, 205, 206, 210, 211, 212, 213, 214, 215, 216, 217, and 218, and objects may be placed on such balconies or terraces with the prior written consent of the Architectural Control Committee in its reasonable discretion. Furthermore, notwithstanding anything to the contrary stated herein, it shall be the sole responsibility of the Owner or Occupant of a Unit to remove all permitted objects from a balcony or terrace during periods of high winds to prevent permitted objects from being blown from a balcony or terrace and to refrain from engaging in any activity on a balcony or terrace that may cause any object to fall from a balcony or terrace.

(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 dwelling 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 unreasonably 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 that 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 that 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.

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

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

(g) Firearms and Fireworks. The display or discharge of firearms or fireworks on the Common Elements or Limited Common Elements is prohibited; provided, however, that the display of lawful firearms on the Common Elements or Limited Common Elements is permitted by law enforcement officers and also is permitted for the limited purpose of transporting the firearms across the Common Elements or Limited Common Elements to or from the Owner's Unit. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size, and shall also include, without limitation, slingshots.

archery, and other projectile emitting devices. The term "fireworks" shall include those items as listed in O.C.G.A. § 25-10-1, as amended.

(h) **Pets.** No Owner or Occupant may keep any animals on any portion of the Condominium except as expressly permitted in this subparagraph. An Owner or Occupant shall keep no more than two (2) dogs and/or cats (for a combined total of two (2)) 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; provided, however, an Owner or Occupant may walk a pet across the Common Elements for the purposes of entering or exiting the Building or traveling directly to, using the most direct route. 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. 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 or snakes 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 or potentially dangerous shall not be brought onto or kept on the Condominium at any time. The Board may require that any animal that, in the Board's opinion, endangers or potentially may endanger the health of any Owner or Occupant or creates or potentially may create 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. Any pet that in the Board's sole discretion presents an immediate danger to the health, life-safety or property of any community member may be removed by the Board 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.** A Unit may have at least one (1) parking space assigned as Limited Common Element, exclusively serving such Unit. Such 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.

Notwithstanding anything to the contrary stated herein, with respect to the handicap parking spaces that may be assigned as Limited Common Elements and shown on the Floor Plans as "HC," such handicap parking spaces shall be assigned subject to the rights of the Declarant (for so long as Declarant owns a Unit primarily for the purposes of sale or lease) or the Association (at such time when the Declarant no longer owns a Unit primarily for the purposes of sale or lease) requiring the Owner to whose Unit such handicap parking space has been assigned as a Limited Common Element (hereinafter, the "Original Owner") to grant a license to use such handicap parking space to another Owner (hereinafter, the "Disabled Owner"), provided that (i) the Disabled Owner (or his or her Occupant) qualifies under applicable laws to use a handicap parking space in public facilities, (ii) the Disabled Owner provides the Original Owner with a license to use the Disabled Owner's parking space located in the Condominium, and (iii) upon such time that the Disabled Owner (or his or her Occupant) no longer qualifies as provided in subsection (i) hereof,

the licenses shall automatically expire and the Original Owner and the Disabled Owner shall use their respective, original parking spaces.

For so long as Declarant owns a Unit primarily for the purpose of sale, Declarant may sell one or 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 utility vehicles used as passenger vehicles and receiving a "car" or "passenger vehicle" classification by the Georgia Department of Motor Vehicles), recreational vehicles (RV's and motor homes), vehicles used primarily for commercial purposes, and vehicles with commercial writings on their exteriors other than Sheriff's, Marshall's, or police officer's vehicles marked as such, are also prohibited from being parked on the Condominium, except in areas 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 that 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 damage within a Unit, including, but not limited to, cracks in finish materials, and 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 sixty degrees (60°) Fahrenheit (except during power failures or periods when heating equipment is broken) at all times. 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, Advertising Posters, Political Placards, Banners, Flags, Stickers, Billboards, Speakers, Lighting, Awnings, Canopies or Shutters. Except as may be provided for herein or as may be required by legal proceedings, and except for signs that may be erected by Declarant related to the development and sale of Units, signs, advertising posters, political placards, banners, flags, stickers, billboards, speakers, lighting, awnings, canopies or shutters of any kind may be erected, placed, or permitted to remain on the Condominium only in accordance with subparagraph 13(c) of the Master Declaration.

(l) Rubbish, Trash and Garbage. All rubbish, trash and garbage shall be regularly removed from a Unit and shall not be allowed to accumulate therein. No rubbish, trash or garbage shall be placed on the Common Elements (except for those portions of the Common Elements designated as recycling areas) or Limited Common Elements outside of the Unit, temporarily or otherwise, and shall be moved to the Condominium trash facilities for collection, or otherwise removed from the Condominium by an Owner or Occupant. Notwithstanding anything to the contrary stated hereon, only ordinary household trash shall be disposed of in sealed trash bags (not greater than 13-gallon trash bags) and placed in the trash chute. Cardboard boxes and other large bulky items that do not fit within a 13-gallon trash bag shall be moved to the Condominium trash facilities for collection, or otherwise removed from the Condominium by an Owner or Occupant. All Owners and Occupants shall refrain from using the trash chute between the hours of 10:00 p.m. and 8:00 a.m. In addition, all Owners and Occupants acknowledge that use of the trash chute may create noise and vibration, and that such noise and vibration shall not constitute an interference or disruption to the use and quiet enjoyment of a Unit.

(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) 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, that 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) Subject to the last sentence of this subparagraph 14(n), 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, and only if and to the extent such rules mandate that such dishes or antennas be allowed, both as may be amended from time to time. In such event, to the extent permissible under the FCC rules and regulations, (A) such satellite dishes and antennas shall not be located above a line 3-feet (3') from the floor of the balconies or outside of the balcony railings, (B) such satellite dishes and antennas shall be in a uniform color designated by the Board of Directors or Architectural Control Committee, and (C) the Board of Directors or Architectural Control Committee may designate and restrict the specific location and color of such satellite dishes and antennas. To the extent that any of the foregoing subsections (A) through (C) is not permitted under the FCC rules and regulations, the remaining portion of this subparagraph (n) shall survive independently to the extent permissible under the FCC rules and regulations.

In the event of a transfer of the Unit that 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.

To the extent allowed by FCC rules and regulations, the Association shall maintain at its expense a master DBS dish or antenna system that Owners and Occupants shall be required to utilize in lieu of individual DBS dishes and antennae.

(p) Window Treatments. Declarant shall install blinds of uniform size, color and design in the Unit. Owners and Occupants of Unit shall not be permitted to remove such window treatments originally installed by the Declarant and shall be responsible for maintaining and keeping in good repair such window treatments. Notwithstanding the foregoing, an Owner or Occupant of a Unit may replace the window treatments with the prior written approval of the Architectural Control Committee of the Master Association, provided that the color of such alternative window treatments visible from outside any portion of the Unit is backed in silver lining. Under no circumstances shall there be allowed a canopy or awning to be placed by an Owner on the exterior of a Unit or over its balcony or terrace.

(q) Grilling. The use of outdoor grills, with the exception of electric grills, in any portion of the Condominium, including, without limitation, a balcony, shall be governed by 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 one (1) hour 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, the Board may remove and either discard or store the personal property in a location that the Board may determine and shall have no obligation to return, replace or reimburse the owner of the property; provided, however, in such case, the Board shall give the property owner, if known, notice of the removal of the property and the disposition of the property within twenty-four (24) hours after the property is removed.

(ii) Leasing Permits. An Owner's request for a Leasing Permit for a Residential Unit shall be approved if current, outstanding Leasing Permits have not been issued for more than twenty-five percent (25%) of the total number of Residential Units in the Condominium. A Leasing Permit shall be automatically revoked upon the happening of any of the following events: (A) the sale or transfer of the Residential Unit to a third party (excluding sales or transfers to (1) an Owner's spouse, (2) a person cohabitating with the Owner, and (3) a corporation, partnership, company, or legal entity in which the Owner is a principal); (B) the failure of a Residential Unit Owner to lease his or her Residential Unit within one hundred eighty (180) days of the Leasing Permit having been issued; or (C) the failure of a Residential Unit Owner to have his or her Residential Unit leased for any consecutive one hundred eighty (180) day period thereafter. If current Leasing Permits have been issued for more than twenty-five percent (25%) of the total number of Residential Units (excluding Residential Units owned by the 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 Residential Units (excluding Residential Units owned by the 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 Residential Units (excluding Residential Units owned by the 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.

(iii) Hardship Leasing Permits. If the failure to lease will result in a hardship, the Owner of a Residential Unit may seek to lease his or her Residential Unit 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: (A) the nature, degree, and likely duration of the hardship, (B) the harm, if any, which will result to the Condominium if the permit is approved, (C) the number of Hardship Leasing Permits that have been issued to other Owners, (D) the Owner's ability to cure the hardship, and (E) 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: (1) a Residential Unit Owner must relocate his or her residence outside the Atlanta metropolitan area and cannot, within six (6) months from the date that the Residential Unit was placed on the market, sell the Residential Unit except at a price below the current appraised market value, after having made reasonable efforts to do so; (2) where the Owner dies and the Residential Unit is being administered by his or her estate; and (3) the Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Residential 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.

(iv) Leasing Provisions. Leasing of a Residential Unit that is authorized, pursuant to permit, hereunder shall be governed by the following provisions:

(A) Notice. At least seven (7) days prior to entering into the lease of a Residential 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.

(B) General. Residential 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 Residential 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 Residential 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 Residential 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.

(C) 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 Residential 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 Residential Unit, agrees to the applicability of this covenant and incorporation of the following language into the lease:

(1) 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 Residential Unit in order to ensure such compliance. The Owner shall cause all Occupants of his or her Residential 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 Residential 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 Residential 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 Residential Unit.

(2) 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.

(3) Liability for Assessments. When a Residential Unit Owner who is leasing his or her Residential 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.

(b) Leasing of the Commercial Unit. The Commercial Unit may be leased for only those purposes permitted for the Commercial Unit as set forth in subparagraph 14(b)(ii) and shall be subject to the following provisions.

(i) Liability for Assessments, Use of Common Elements, and Compliance with Declaration, Bylaws, and Rules and Regulations. Each Owner of the Commercial Unit covenants and agrees that any lease of the Commercial 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 Commercial 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 Commercial Unit in order to ensure such compliance. The Owner shall cause all Occupants of his or her Commercial 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 Commercial 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 Commercial 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 after the expiration of any cure provisions in such lease and shall authorize the Owner to terminate the lease without liability and to evict the lessee in accordance with Georgia law; provided, however, the preceding sentence shall be subject to the lessee's reasonable right to cure such violation under the lease for the Commercial Unit, which cure period shall not exceed thirty (30) days. 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 Residential 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 of the Commercial Unit who is leasing his or her Commercial 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.

(c) Applicability of this Paragraph. Notwithstanding the above, this Paragraph shall not apply to any leasing transaction entered into by the Declarant or one of its affiliates (regardless of whether said lease is entered into prior to or after the expiration of the Declarant Control Period), the Association, or the holder of any first Mortgage on a Residential 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 Residential Unit without first obtaining a permit in accordance with this Paragraph, and such Residential Units shall not be considered as being leased in determining the maximum number of Residential Units that may be leased in accordance with this Paragraph.

16. TRANSFER OR 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 purchase agreement (in the case of the purchase of a Unit) or transfer documents (in the case of the conveyance of a Unit without a purchase of said Unit). 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. In addition, the purchase agreement or transfer documents shall attach a copy of the Declaration and Bylaws. 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 new Owner shall give written notice to the Board of Directors of his or her ownership of the Unit. Upon failure of the new 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 all Limited Common Elements assigned to the Unit except any portion of a Unit and/or Limited Common Element that 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 exterior glass surfaces (excluding exterior cleaning, with the exception of the glass surfaces located adjacent to a Limited Common Element balcony), casings and locks (including caulking of the window wall system); 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 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 that 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 responsibilities 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; and

(iv) to pay for the cost of repairing, replacing or cleaning up any item that 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, but not limited to, the roofs located on the eleventh and twenty-second floors of the Building, the trash chute, and the Limited Common Elements assigned to a Unit; provided, however, the cost of maintenance and repair of a Limited Common Element shall be assessed against the Owner of the Unit to which the Limited Common Element is assigned under subparagraph 8(b)(i);

(ii) periodic painting, staining, caulking and/or cleaning of exterior surfaces of the Condominium, exterior window frames, and entry doors and door frames facing the hallways of the Condominium, on a schedule to be determined by the Board of Directors; and

(iii) periodic cleaning of the exterior glass surfaces (excluding the glass surfaces located adjacent to a Limited Common Element balcony or terrace) on a schedule to be determined by the Board of Directors.

The Association may be relieved of all or any portion of its maintenance responsibilities herein to the extent that (i) such maintenance responsibility is otherwise assumed by or assigned to an Owner or the Master Association, or (ii) such property is dedicated to any local, state or federal government or quasi-governmental entity; provided, however, that in connection with such assumption, assignment or dedication, the Association may reserve or assume the right or obligation to continue to perform all or any portion of its maintenance responsibilities, if the Board determined that such maintenance is necessary or desirable.

Subject to the maintenance responsibilities herein provided, any maintenance or repair performed on or to the Common Elements by an Owner or Occupant that 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 that may leak or flow from any portion of the Common Elements or from any pipe, drain, conduit, appliance or equipment that 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 that 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 that 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's 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 that 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 (\$300.00) 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 Paragraph 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.

(f) Inspection Obligations

(i) Contract for Services. In addition to the Association's general maintenance obligations set forth in this Declaration, the Association shall, at all times, contract with (subject to the limitations otherwise set forth in this Declaration) or otherwise retain the services of independent, qualified, licensed individuals or entities to provide the Association with inspection services relative to the maintenance, repair and physical condition of the Condominium.

(ii) Inspection Responsibilities. Declarant shall provide the Association with maintenance criteria, maintenance manuals, and warranty requirements for the Building (collectively the "Maintenance Manual"). The inspectors shall inspect component parts of the Building in accordance with the Maintenance Manual. The Association shall update the Maintenance Manual on a regular basis. The Association shall be responsible for meeting all requirements under such Maintenance Manual.

(iii) Schedule of Inspections. Such inspections shall take place at least annually or as recommended in the Maintenance Manual. The inspectors shall provide written reports of their inspections to the Association promptly following completion thereof. The written reports shall identify any items of maintenance or repair that either require current action by the Association or will need further review and analysis. The Board shall report the contents of such written

reports to the members of the Association at the next meeting of the members following receipt of such written reports or as soon thereafter as reasonably practicable and shall include such written reports in the minutes of the Association. Subject to the provisions of the Declaration below, the Board shall promptly cause all matters identified as requiring attention to be maintained, repaired, or otherwise pursued in accordance with prudent business practices and the recommendations of the inspectors.

(iv) Notice to Declarant. For a period of ten (10) years after the conveyance of the last Unit in the Condominium to an Owner other than Declarant, the Association shall, if requested by Declarant, deliver to the Declarant ten (10) days advance written notice of all such inspections (and an opportunity to be present during such inspection, personally or through an agent) and shall provide the Declarant (or its designee) with a copy of all written reports prepared by the inspectors.

(v) The provisions of this subparagraph 17(f) shall not apply during the Declarnat Control Period.

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 (1) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (2) determining the pro rata share of ownership of each Unit in the Common Elements;

(iii) partition or subdivide any Unit 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 that 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 that 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 that 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 that 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 that 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 that 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 that 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) Supremacy of the Master Declaration. Every Owner, by acceptance of deed to a Unit, acknowledges that, in addition to being subject to and bound by the Condominium Instruments, he or she is subject to the Master Declaration. In addition to all of the rights and obligations that have been conferred or imposed upon the Association pursuant to this Declaration, the Bylaws, or the Articles of Incorporation, the Association shall be entitled to exercise any of the rights conferred upon it and shall be subject to all of the obligations imposed upon it pursuant to the Master Declaration and the bylaws of the Master Association. The Association and all committees thereof shall also be subject to all superior rights and powers that have been conferred upon the Master Association, pursuant to the Master Declaration and the bylaws of the Master Association, and as such, decisions made from time to time by the Master Association may affect the rights and interests of an Owner or Occupant. The Association shall take no action in derogation of the rights of or contrary to the interests of the Master Association. Each Owner and Occupant acknowledges and agrees that for so long as the Declarant controls two (2) of the three (3) Components (as such term is defined in the Master Declaration), the Declarant will control the board of directors of the Master Association.

(b) Powers of the Master Association Relating to the Association. The Master Association shall have the authority to veto any action taken or contemplated to be taken by the Association, which the board of directors of the Master Association reasonably determines to be adverse to the interests of the Master Association or its members. The Master Association shall also have the authority to require specific action to be taken by the Association in connection with its obligations and responsibilities hereunder, under

(A) The Association is hereby authorized to act as the exclusive representative of all Owners in asserting any claims and causes of action relating to the Common Elements of the Condominium (including the Limited Common Elements) and to any portion of the Units that is the responsibility of the Association to maintain, repair, and replace. Each Owner does hereby appoint the Association to exclusively act as its power of attorney (which power shall be irrevocable) with respect to the above referenced claims and causes of action including the right to compromise and settle the same. No Owner shall assert a claim or cause of action relating to the Common Elements except through the Association.

(B) All arbitrations in which the Association is a party shall be resolved before a panel of three (3) arbitrators pursuant to the Rules of the American Arbitration Association.

(C) All arbitrations in which an Owner is a party (and the Association is not a party) shall be resolved before one (1) arbitrator pursuant to the Rules of the American Arbitration Association.

(D) The arbitration shall be conducted by a company actively involved in the dispute resolution business and mutually agreeable to all parties. In the event all parties cannot agree on an arbitrator, the arbitration shall be conducted by Resolution Resources Corporation of Georgia, Inc.

(E) The arbitration hearing shall be conducted in Atlanta, Georgia. All claims and causes of action of all persons and entities entitled to enforce (or bound by) this arbitration provision shall be asserted in a single arbitration proceeding, and multiple parties may be joined in the arbitration proceeding so that all disputes may be resolved in one forum. No claim or cause of action may be asserted that would be barred by the statute of limitations or the statute of repose.

(F) In any arbitration proceeding, requests for production of documents may be served by each party, and non-privileged, responsive documents that would be discoverable under Rule 34 of the Federal Rules of Civil Procedure (were the claims and causes of action being asserted in United State District Court) shall be produced. Depositions may be taken as allowed by the arbitration panel, which panel shall reasonably limit the number of depositions in order to avoid unnecessary or excessive expense, delay, or harassment.

(G) The arbitration panel shall issue a written decision within thirty (30) days after the final hearing identifying with specificity each claim or cause of action asserted or resolved in any arbitration, and the legal principles of *res judicata* and collateral estoppel shall be applicable to any arbitration award. Any arbitration award may be confirmed and enforced in any court of competent jurisdiction.

(H) This arbitration provision is expressly intended to benefit and be enforceable by each person and entity referenced in this subparagraph 19(c) whether or not such person or entity is bound by this arbitration provision. Any attempt by any such person or entity to enforce this arbitration provision shall constitute conclusive evidence of its intent to be bound hereby. Any portion of this provision that may be held to be unenforceable shall be severable from the balance of this provision so that the remainder

of this provision shall remain in full force and effect. Costs of the arbitration and awards of attorneys' fees may be included in the decision of the panel.

(e) Parking Spaces and Vehicles. The Declarant, Association, Master Association or any other owners of Components of the Master Condominium shall not 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 in the Condominium. Each Owner or Occupant with use of a parking space who places or keeps a vehicle and/or any personal property in the vehicle or parking space does so at his or her own risk.

(f) 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, life-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 the Declarant nor the Association shall be liable for any loss or damage due to its holding such key, or use of such key for the purposes described above and each Owner shall indemnify and hold harmless the Declarant, the Association and its officers and directors against any and all expenses, including reasonable attorneys' fees, actually incurred by or imposed upon the Declarant, the Association or its officers or directors in connection with any action, suit, or other proceeding (including settlement of any such action, suit or proceeding) brought by the Owner or the Owner's family, tenants, guests, employees, invitees, or licensees against the Declarant, the Association, its officers or directors arising out of or relating to its holding or use of such key for the purposes described above.

(g) Successor Declarants. Any successor to the 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 portion thereof at foreclosure or otherwise for any act, omission, or matter occurring or arising from any act, omission, or matter occurring prior to the time the successor succeeded to the interest of the Declarant.

(h) Use and Conveyance of the Commercial Unit by Declarant to Association.

(i) Declarant may, but is not required to, give the Owners and/or the Association the right to use the Commercial Unit. The duration, terms, and conditions of such usage are at the discretion of the Declarant and may be unilaterally changed by Declarant from time to time. If Owners and/or Association are given the right by Declarant to use the Commercial Unit owned by Declarant, then the Association shall be responsible for paying for insurance, property taxes, and the cost of maintaining and repairing the Commercial Unit.

(ii) The Declarant may, but shall not be obligated to, transfer or convey to the Association the Commercial Unit that are subject to the terms of this Declaration. Any such conveyance shall be accepted by the Association, and the Commercial Unit shall thereafter be maintained by the Association. Declarant shall not be required to make any improvements whatsoever to the Commercial Unit to be conveyed and accepted pursuant to this subparagraph.

(i) Disclosures. Each Owner and Occupant acknowledges and understands the following:

(i) 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.

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

(iii) 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.

(iv) No representations are made regarding the schools that currently or may in the future serve the Condominium.

(v) Since in every community there are conditions which different people may find objectionable, it is acknowledged that there may be conditions outside of the Condominium that an Owner or Occupant finds objectionable and that it shall be the sole responsibility of the Owners and Occupants to become acquainted with community conditions that could affect the Unit.

(vi) Exposed concrete surfaces in portions of the Building that are not heated and cooled are subject to cracking due to (A) water penetration, (B) expansion and contraction of the concrete with temperature changes, and (C) building settlement.

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

(viii) Concrete and hardwood surfaces within a Unit may transmit noise, and such noise shall not constitute a use of Unit that interferes with or causes disruption to the use and quiet enjoyment of another Unit by its respective Owner and/or Occupant.

(ix) No representations are made that the Unit is or will be soundproof or that sound may not be transmitted from one Unit to another.

(x) The Floor Plans and the dimensions and square footage calculations shown thereon are only approximations. Any Owner that 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.

(xi) Declarant will be constructing portions of the Condominium and engaging in other construction activities related to the construction of Common Elements. Such construction activities may, from time to time, produce certain conditions on the Condominium, including, without limitation: (A) noise or sound that is objectionable because of its volume, duration, frequency or shrillness; (B) smoke; (C) noxious, toxic, or corrosive fumes or gases; (D) obnoxious odors; (E) dust, dirt or flying ash; (F) unusual fire or explosion hazards; (G) temporary interruption of utilities; and/or (H) other conditions that may threaten the security or safety of Persons on the Condominium. Notwithstanding the foregoing, all Owners and Occupants agree that such conditions on the Condominium resulting from construction activities shall not be deemed a nuisance and shall not cause Declarant and its agents to be deemed in violation of any provision of the Declaration.

(xii) The Unit may trap humidity created by general use and occupation of such space (cooking, bathing, laundering, etc.). As a result, condensation may appear on the interior portion of windows and glass surfaces and fogging of windows and glass surfaces may occur due to temperature disparities between the interior and exterior portions of the windows and glass. If left unattended and not properly maintained by the Owners and Occupants, the condensation may increase resulting in staining, damage to surrounding seals, caulk, paint, wood work and sheetrock, and potentially, mildew and/or mold (see subparagraph 17(e) hereof).

(xiii) The exterior skin of the Building is a hard-coat stucco material.

(xiv) The Building is constructed with a flat roof system. Rainwater and refuse may accumulate on various portions of the Building's roof system and should be anticipated by the Owners and Occupants. Minimizing water intrusion and water penetrations may be possible if the Building's roof systems are properly maintained by the parties responsible for providing such maintenance, as more specifically set forth in Paragraph 17 hereof.

(xv) An affiliate of the Declarant is also an affiliate of Biltmore Communications, Inc., which is the telecommunications service provider under a seven (7) year exclusive marketing contract with the Declarant to provide satellite television, high-speed internet services, and other services to the Building (the "Telecommunications Agreement"). The Association is assuming the obligations of the Declarant under the Telecommunications Agreement, and this Declaration is made subject and subordinate to the Telecommunications Agreement. The Telecommunications Agreement provides that the Association may elect to cease the bulk services under the Telecommunications Agreement during a period following the Declarant Control Period and continue to allow services to be provided on a Unit-by-Unit basis. The initial Telecommunications Agreement includes a \$3.50 per month per Unit charge to maintain certain systems, and these charges shall be paid as part of the Common Expense of the Association. In the case of high-speed data services and direct broadcast satellite access provided to the Condominium, the bulk arrangement fee (which shall only cover access to the common satellite and shall exclude programming) shall be paid as part of the Common Expense of the Association.

(xvi) Declarant has reserved for itself and its successors, assigns and Permittees an exclusive, perpetual and irrevocable easement, license and right to use the areas defined herein as the "Declarant's Telecommunications Easement Area" (as more specifically shown on the Floor Plans and the Master Floor Plans) for, among other things, leasing such areas or licensing to others rights to install and operate telecommunications equipment (subject to the rights of the Association and the Master Association to use portions of the roof areas to provide telecommunications services to occupants of the Building), and Declarant shall retain all income generated from such activities.

(xvii) The Building was constructed pursuant to plans and specifications prepared by licensed professionals and permits issued by the City of Atlanta and Fulton County. During the course of the construction of any building, including the Building, variations from the original plans and specifications, some of which add scope, some of which reduce scope, and some of which alter scope, are inevitable and can, do, and did occur as a matter of intention and/or as a matter of necessity. While the Building was constructed according to standard building practices and building codes existing at the time of the submission of the plans and specifications for the Building for permit, some code requirements may have changed during the interim period which were not incorporated into the design of the Building.

(xviii) "Eclipse" is a commonly used word and may have been used by third parties in connection with many different types of real estate properties. As a result, there is a risk that one or more third parties may assert that the term "Eclipse" has trademark significance and may assert claims for trademark infringement against the Declarant claiming a likelihood of confusion, and may attempt to force Declarant to change the name or recover for damages for trademark infringement. Declarant believes that it has reasonable defenses to such claims on the grounds, inter alia, that the term is merely descriptive, primarily geographically descriptive, and/or dilute, to the extent that no third party can claim exclusive rights in use of the term in connection with real estate development projects, including but not limited to the Master Condominium or the Condominium, or that the overall circumstances of use of the term by

(xxvi) Novare Management, LLC, an affiliated entity of Seller, will provide property management services to the Condominium pursuant to a service agreement between Novare Management, LLC and the Association.

(j) Services During Declarant Control. Each Owner acknowledges that Declarant and its affiliates may provide services utilized by communities such as this Condominium including, but not limited to, management services. Each Owner consents and agrees that the Association may enter into service contracts with Declarant and its affiliates.

(k) Termination of Condominium. The Condominium shall be terminated only by the agreement of Owners of Units to which eighty percent (80%) of the votes in the Association pertain and all Mortgagees of such Units, and such other requirements as more specifically set forth in Section 44-3-98 of the Act. Upon the effective date of a termination agreement, all of the property constituting the Condominium shall be owned by the Owners as tenants in common and shall be in proportion to their respective undivided interests in the Common Elements immediately prior to the effective date of the termination agreement. Notwithstanding anything to the contrary stated herein, in the event of the termination of the Condominium, the Owners shall, within thirty (30) days of the effective date of the termination agreement, elect a representative to serve on the board of directors of the Master Association, and such elected representative shall be authorized to act on behalf of the collective property owners with respect to all matters pertaining to the property that prior to termination constituted the Condominium as it relates to the Master Condominium. The election of said representative shall be conducted in accordance with the procedures set forth in the Bylaws.

(l) Use of Names. The name "Eclipse" is not a tradename. Notwithstanding the foregoing, no person shall use the name "Eclipse Residential Condominium" or any derivative of such name in any printed or promotional materials without Declarant's prior written consent. However, Owners may use the name "Eclipse Residential Condominium" in printed or promotional materials prepared in connection with the sale or rental of their respective Unit where such term is used solely to specify that such Unit is located within Eclipse Residential Condominium, and the Association shall be entitled to use the words "Eclipse Residential Condominium" in its name. The Association shall not use any name, mark or symbol of Declarant or its affiliates without prior written consent. Any use by the Association of names, marks or symbols of Declarant or any of its affiliates shall inure to the benefit of Declarant or such affiliate and shall be subject to periodic review for quality control. The Association shall enter into license agreements with Declarant, terminable with or without cause and in a form specified by Declarant in its sole discretion, with respect to any permissive use of any such names, marks or symbols.

(m) Substantial Compliance With the Act. Each Owner acknowledges and agrees that the Condominium Instruments do not strictly comply with the requirements of the Act, and further acknowledges that O.C.G.A. § 44-3-115 provides that the provisions of the Act and the Condominium Instruments recorded pursuant to the Act shall be liberally construed in favor of the valid establishment of a condominium. Notwithstanding the foregoing, each Owner acknowledges that the substantial compliance provision of the Act set forth in O.C.G.A. § 44-3-115 has not been interpreted judicially; therefore, no representation and/or warranty is made that liberal interpretation of the Act will be made in favor of the creation of this Condominium. Furthermore, by virtue of the recording of the Condominium Instruments, each Owner, on behalf of itself and its successors and assigns in title, have acknowledged and agreed that the Condominium Instruments recorded pursuant to the Act substantially comply with the requirements of the Act and shall not be challenged as failing to strictly comply with the requirements of the Act.

(n) Party Walls.

(i) General Rules of Law to Apply. Each wall built as a part of the original

construction of the Units which shall serve and separate any two (2) adjoining Units shall constitute a party wall and, to the extent not inconsistent with the provisions of this Paragraph, the general rules of law regarding party walls and liability for property damage due to negligent or willful acts or omissions shall apply thereto.

(ii) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in equal proportions.

(iii) Damage and Destruction. If a party wall is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has benefited by the wall may restore it, and the other Owner or Owners thereafter who are benefited by the wall or fence shall contribute to the cost of restoration thereof in equal proportions, without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

(iv) Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Paragraph shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

(v) Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Paragraph, each party shall appoint one (1) arbitrator. Should any party refuse to appoint an arbitrator within ten (10) days after written request therefor by the Board, the Board shall appoint an arbitrator for the refusing party. The arbitrators thus appointed shall appoint one (1) additional arbitrator and the decision by a Majority of all three (3) arbitrators shall be binding upon the parties. Compliance with this subparagraph shall be a condition precedent to any right of legal action that either party may have against the other in a dispute arising hereunder.

(o) Valet Parking.

(i) The Association, together with the Owner(s) of the Retail Component, shall engage a valet parking company (the "Valet Parking Company") to provide valet parking services to Occupants of the Units and their guests and to customers of the Retail Condominium Units. The automobiles of Occupants of the Units parked by valet shall be parked in the Occupants' assigned parking space in the Parking Deck, and the Occupant shall be responsible for paying per-use valet charges as established under agreement with the Valet Parking Company. Automobiles of guests and other users of the valet service shall be parked in the Commercial Parking Component, and such users shall be responsible for paying such per-use charges and in addition any hourly or daily parking fee established by the Owner of the Commercial Parking Component.

(ii) The Association shall include in its annual budget not less than Eighteen Thousand Dollars (\$18,000) for payment toward the minimum monthly fee payable to the Valet Parking Company, which shall be funded through general assessments of the Association. This amount shall be subject to adjustment from time to time as determined by the Board and the terms of the agreement with the Valet Parking Company, provided, that such amount shall not be less than One Thousand Five Hundred Dollars (\$1,500) per month unless the valet parking service is discontinued with the written consent of the owner(s) of the Retail Component.

(iii) Notwithstanding anything to the contrary contained herein, the provisions of this

subparagraph 19(o) shall not be amended without the written consent of owner of the Retail Component.

20. EMINENT DOMAIN.

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

21. EASEMENTS.

(a) Use and Enjoyment. Each Owner and Occupant shall have a right and a non-exclusive easement of use and enjoyment in and to the Common Elements (including the right of access, ingress and egress to and from his or her Unit over those portions of the Condominium designated for such purpose), and such non-exclusive easement shall be appurtenant to and shall pass with the title to such Unit, subject to (i) the rights of the Owners to the exclusive use of the Limited Common Elements assigned to their respective Units; (ii) the right of the Association and/or the Master Association, as the case may be, 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. To the extent any Unit or Common Elements encroaches on any other Unit or Common Elements, a valid easement for such encroachment shall exist if the encroachment exists as a result of: (i) any deviation from the Plat in the initial construction of the Building or any improvements related thereto; (ii) settling or shifting of the Building or any improvements related thereto; (iii) any alteration or repair to the Common Elements or Units made by or with the consent of the Association or Declarant, as appropriate, or (iv) any repair or restoration of the Building (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements.

(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) Easements Reserved to the Declarant.

(i) Marketing and Sales. 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: (A) 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, or any portion thereof; and (B) a non-exclusive easement to use and enjoy the Common Elements for special events, promotional activities and grand opening celebrations. In connection with the hosting of special events, promotional activities and grand opening celebrations in the Common Elements, Declarant shall be permitted to have live entertainment, and any noise created therefrom shall not be deemed a nuisance and shall not cause Declarant and its representatives, agents, associates, employees, tenants and guests to be deemed in violation of any provision of this Declaration, the Master Declaration or any other declaration or governing rules of a sub-community created from the Master Condominium.

(ii) Telecommunications Easement. Declarant hereby reserves an exclusive (excepting only the rights of the Component owners as set forth in the final sentence of this subparagraph (ii)) perpetual and irrevocable easement, right and license for itself and its successors, assigns and Permittees to use, sell, lease or assign all or any portion of the Declarant's Telecommunications Easement Area, for the construction, installation, use, maintenance, repair, replacement, improvement, removal and operation of telecommunications equipment, including without limitation, broadcast antennae and related equipment, cell tower equipment, or other wireless communication antennae and related equipment, cable or satellite television equipment and equipment for high-speed internet access (hereinafter collectively referred to as the "Telecommunications Equipment") (the "Telecommunications Easement"). Declarant, for itself and its successors, assigns and Permittees, also reserves a non-exclusive, perpetual and irrevocable easement right and license over the Declarant's Telecommunications Easement Area to exercise its rights set forth above. Without limitation, this easement, right and license shall include the right by Declarant and its successors, assigns and Permittees to construct, install, use, maintain, repair, replace, improve, remove and operate any type of Telecommunications Equipment on the Declarant's Telecommunications Easement Area. In addition, Declarant, for itself and its successors, assigns and Permittees, reserves a non-exclusive, perpetual and irrevocable easement

Unit Owner shall be entitled to grant up to two (2) revocable licenses to its respective Permittees to utilize and enjoy such easement rights over the Amenities Easement Area, it being the intent of this subparagraph that no independent rights shall be created as to any such Permittees except for those that may be terminated or withdrawn at any time by the Retail Condominium Unit Owner granting such license; and (ii) each Retail Condominium Unit Owner shall provide to the Association a current list of its Permittees having a license to utilize and enjoy the easement rights created in this subparagraph.

Damages caused by the exercise of the easement rights granted herein to the Retail Condominium Unit Owners and its Permittees, including, but not limited to, reasonable attorneys' fees actually incurred, shall be paid by the responsible Retail Condominium Unit Owner, provided that the Permittees causing such expense shall be jointly and severally liable.

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 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, abridge or delete any: (a) provision of this Declaration that benefits the Declarant; (b) rights, privileges, easements, protections, or defenses of the Declarant; or (c) 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, until the later of the following: (i) the date upon which the Declarant no longer owns any Unit; (ii) the date upon which the Declarant Control Period expires; or (iii) ten (10) years after the date on which this Declaration is recorded in the Official Records, whichever period of time is longer. Notwithstanding the foregoing, the easements, rights, and licenses reserved to Declarant and its successors, assigns and Permittees in accordance with subparagraph 21(f)(ii) shall not be modified, altered, or deleted without Declarant's written consent.

No amendment to this Declaration shall (a) modify, alter, or delete the permissible uses of the Commercial Unit; (a) interfere with the ownership or operation of the Commercial Unit; or (C) modify, alter, or delete any: (i) provision of this Declaration that benefits the Owners of the Commercial Unit; (ii) rights, privileges, easements, protections, or defenses of the Owners of the Commercial Unit; or (iii) rights of the Owners or the Association in relationship to the Owners of the Commercial Unit, without the written consent of the Owners of the Commercial Unit attached to and recorded with such amendment.

In addition, no amendment to this Declaration shall conflict with the provisions of the Master Declaration or modify, abridge, alter, or delete the rights, privileges, easements, protections, or defenses of the Master Association as provided in this Declaration without the written consent of the Master Association attached to and recorded with such amendment.

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 Official 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;
- (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 unilaterally amend this Declaration to: (a) correct any scrivener's errors; (b) bring any provision of this Declaration into compliance with any applicable governmental statute, rule, regulation, judicial determination or 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 that shall be in conflict therewith; and (c) enable any reputable title insurance company to issue title insurance coverage with respect to any portion of the Condominium.

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, and in addition to Declarant's continued use of the Commercial Unit for the permitted purposes, 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 the Declarant Control Period shall not terminate or alter the status of the above-referenced entity and its respective successors and assigns as the Declarant hereunder or divest the Declarant of other rights specifically reserved to the Declarant herein.

25. PREPARER.

This Declaration was prepared by Seth G. Weissman and Jane C. Kotake, Weissman, Nowack, Curry & Wilco, P.C., One Alliance Center, 4th Floor, 3500 Lenox Road, Atlanta, Georgia 30326.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Declarant has executed this Declaration on this 13th day of August, 2004.

DECLARANT:

**250 PHARR ROAD, L.P.,
a Georgia limited partnership**

By: WN Buckhead, L.L.C.
a Georgia limited liability company
Its: General Partner
By: Novare Buckhead, LLC, Manager
By: [Signature]
Print Name: James R. Borders
Title: Manager

[CORPORATE SEAL]

Signed, sealed and delivered this
13th day of November, 2004
in the presence of:

[Signature]
WITNESS

Wynelle R. Clark
Notary Public:

My Commission Expires: 01/26/2008

[NOTARY SEAL]
WYNELLE R. CLARK
MY COMMISSION EXPIRES
JAN 26 2008
CLAYTON COUNTY, GEORGIA
NOTARY PUBLIC

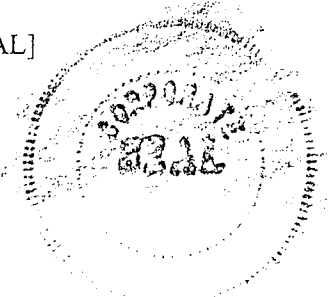


EXHIBIT "A"

LEGAL DESCRIPTION OF SUBMITTED PROPERTY

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 99 of the 17th District, City of Atlanta, Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at a P&K nail placed at the point of intersection of the southerly right-of-way line of Buckhead Avenue (60-foot R/W) and the westerly right-of-way line of North Fulton Drive (76-foot R/W), running thence along the westerly right-of-way line of North Fulton Drive South 01°30'03" East a distance of 188.52 feet to a ½" rebar set; thence continuing along the westerly right-of-way line of North Fulton Drive South 01°29'57" East a distance of 180.77 feet to a P&K Nail placed at the intersection of the westerly right-of-way line of North Fulton Drive and the northerly right-of-way line of Pharr Road; thence leaving the westerly right-of-way line of North Fulton Drive and running along the northerly right-of-way line of Pharr Road (70-foot R/W) North 89°21'59" West a distance of 367.43 feet to a ½" rebar found; thence leaving the northerly right-of-way line of Pharr Road and run North 05°57'47" East a distance of 167.61 feet to ½" rebar found; thence running North 88°21'19" East a distance of 227.50 feet to a ½" rebar found; thence running North 01°30'40" West a distance of 185.21 feet to a point located on the southerly right-of-way line of Buckhead Avenue (60-foot R/W) marked by an "X" chiseled in the concrete; thence running along the southerly right-of-way line of Buckhead Avenue North 86°43'58" East a distance of 118.00 feet to the POINT OF BEGINNING.

Said tract or parcel of land containing 1.93 acres and identified as the Upper Tract and the Lower Tract on the certain ALTA/ACSM Land Title Survey for Bank of America, N.A., Merrill Lynch Capital, 250 Pharr Road, L.P., WN Buckhead, L.L.C., West Georgia National Bank and Chicago Title Insurance Company, prepared by Landair Surveying, Inc., bearing the seal and certification of Jon G. Adams, Georgia Registered Land Surveyor No. 2768, dated July 21, 1997, last revised July 24, 2003.

***The above-described property has previously been submitted to the condominium form of ownership through the filing of the Master Declaration. The Submitted Property constitutes only the Residential Component of Eclipse, a Master Condominium, all limited common elements assigned to said Residential Component, and it's pro rata interest in the common elements of Eclipse, a Master Condominium. Notwithstanding any provision to the contrary contained herein, the Submitted Property shall not include the Retail Component, or the Commercial Parking Component of Eclipse, a Master Condominium.**

EXHIBIT "B"**UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS
AND LIABILITIES FOR COMMON EXPENSES****PAGE 1**

Unit Type	Unit Type	% of Ownership
CU1		0.315%
201	E1	0.258%
202	A4A	0.234%
203	A2B	0.238%
204	A6	0.242%
205	B3A	0.355%
206	A2C	0.237%
207	A4A	0.234%
208	B2	0.325%
209	B1	0.308%
210	B2	0.325%
211	A4	0.234%
212	A2	0.237%
213	B3	0.368%
214	A1	0.243%
215	A2A	0.239%
216	A3	0.245%
217	A5	0.223%
218	B4	0.438%
301	E1	0.258%
302	A4A	0.234%
303	A2	0.237%
304	A6	0.242%
305	B3A	0.355%
306	A2C	0.237%
307	A4	0.234%
308	B2	0.325%
309	B1	0.308%
310	B2	0.325%
311	A4	0.234%
312	A2	0.237%
313	B3	0.368%
314	A1	0.243%
315	A2A	0.239%
316	A3	0.245%
317	A5	0.223%
318	B4	0.438%
401	E1	0.258%
402	A4A	0.234%
403	A2	0.237%
404	A6	0.242%
405	B3A	0.355%

EXHIBIT "B"

**UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS
 AND LIABILITIES FOR COMMON EXPENSES**

PAGE 2

Unit Type	Unit Type	% of Ownership
406	A2C	0.237%
407	A4	0.234%
408	B2	0.325%
409	B1	0.308%
410	B2	0.325%
411	A4	0.234%
412	A2	0.237%
413	B3	0.368%
414	A1	0.243%
415	A2A	0.239%
416	A3	0.245%
417	A5	0.223%
418	B4	0.438%
501	E1	0.258%
502	A4A	0.234%
503	A2	0.237%
504	A6	0.242%
505	B3A	0.355%
506	A2C	0.237%
507	A4	0.234%
508	B2	0.325%
509	B1	0.308%
510	B2	0.325%
511	A4	0.234%
512	A2	0.237%
513	B3	0.368%
514	A1	0.243%
515	A2A	0.239%
516	A3	0.245%
517	A5	0.223%
518	B4	0.438%
601	E1	0.258%
602	A4A	0.234%
603	A2	0.237%
604	A6	0.242%
605	B3A	0.355%
606	A2C	0.237%
607	A4A	0.234%
608	B2	0.325%
609	B1	0.308%
610	B2	0.325%
611	A4	0.234%
612	A2	0.237%
613	B3	0.368%

**UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS
AND LIABILITIES FOR COMMON EXPENSES**

PAGE 3

Unit Type	Unit Type	% of Ownership
614	A1	0.243%
615	A2A	0.239%
616	A3	0.245%
617	A5	0.223%
618	B4	0.438%
701	E1	0.258%
702	A4A	0.234%
703	A2	0.237%
704	A6	0.242%
705	B3A	0.355%
706	A2C	0.237%
707	A4	0.234%
708	B2	0.325%
709	B1	0.308%
710	B2	0.325%
711	A4	0.234%
712	A2	0.237%
713	B3	0.368%
714	A1	0.243%
715	A2A	0.239%
716	A3	0.245%
717	A5	0.223%
718	B4	0.438%
801	E1	0.258%
802	A4A	0.234%
803	A2	0.237%
804	A6	0.242%
805	B3A	0.355%
806	A2C	0.237%
807	A4	0.234%
808	B2	0.325%
809	B1	0.308%
810	B2	0.325%
811	A4	0.234%
812	A2	0.237%
813	B3	0.368%
814	A1	0.243%
815	A2A	0.239%
816	A3	0.245%
817	A5	0.223%
818	B4	0.438%
901	E1	0.258%
902	A4A	0.234%
903	A2	0.237%

EXHIBIT "B"**UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS
AND LIABILITIES FOR COMMON EXPENSES****PAGE 4**

Unit Type	Unit Type	% of Ownership
904	A6	0.242%
905	B3A	0.355%
906	A2C	0.237%
907	A4	0.234%
908	B2	0.325%
909	B1	0.308%
910	B2	0.325%
911	A4	0.234%
912	A2	0.237%
913	B3	0.368%
914	A1	0.243%
915	A2A	0.239%
916	A3	0.245%
917	A5	0.223%
918	B4	0.438%
1001	E1	0.258%
1002	A4A	0.234%
1003	A2	0.237%
1004	A6	0.242%
1005	B3A	0.355%
1006	A2C	0.237%
1007	A4A	0.234%
1008	B2	0.325%
1009	B1	0.308%
1010	B2	0.325%
1011	A4	0.234%
1012	A2	0.237%
1013	B3	0.368%
1014	A1	0.243%
1015	A2A	0.239%
1016	A3	0.245%
1101	B5	0.324%
1102	A4A	0.234%
1103	A2	0.237%
1104	A6	0.242%
1105	B3A	0.355%
1106	A2C	0.237%
1107	A4	0.234%
1108	B2	0.325%
1109	B1	0.308%
1110	B2	0.325%
1111	A4A	0.234%
1112	A2	0.237%
1113	B3	0.368%

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**UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS
AND LIABILITIES FOR COMMON EXPENSES**

PAGE 5

Unit Type	Unit Type	% of Ownership
1114	A1	0.243%
1115	A2A	0.239%
1116	A3	0.245%
1117	A5	0.223%
1118	B4	0.438%
1201	B5	0.324%
1202	A4A	0.234%
1203	A2	0.237%
1204	A6	0.242%
1205	B3A	0.355%
1206	A2C	0.237%
1207	A4	0.234%
1208	B2	0.325%
1209	B1	0.308%
1210	B2	0.325%
1211	A4	0.234%
1212	A2	0.237%
1213	B3	0.368%
1214	A1	0.243%
1215	A2A	0.239%
1216	A3	0.245%
1217	A5	0.223%
1218	B4	0.438%
1301	B5	0.324%
1302	A4A	0.234%
1303	A2	0.237%
1304	A6	0.242%
1305	B3A	0.355%
1306	A2C	0.237%
1307	A4	0.234%
1308	B2	0.325%
1309	B1	0.308%
1310	B2	0.325%
1311	A4	0.234%
1312	A2	0.237%
1313	B3	0.368%
1314	A1	0.243%
1315	A2A	0.239%
1316	A3	0.245%
1317	A5	0.223%
1318	B4	0.438%
1401	B5	0.324%
1402	A4A	0.234%
1403	A2	0.237%

EXHIBIT "B"

**UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS
AND LIABILITIES FOR COMMON EXPENSES**

PAGE 6

Unit Type	Unit Type	% of Ownership
1404	A6	0.242%
1405	B3A	0.355%
1406	A2C	0.237%
1407	A4	0.234%
1408	B2	0.325%
1409	B1	0.308%
1410	B2	0.325%
1411	A4	0.234%
1412	A2	0.237%
1413	B3	0.368%
1414	A1	0.243%
1415	A2A	0.239%
1416	A3	0.245%
1417	A5	0.223%
1418	B4	0.438%
1501	B5	0.324%
1502	A4A	0.234%
1503	A2	0.237%
1504	A6	0.242%
1505	B3A	0.355%
1506	A2C	0.237%
1507	A4	0.234%
1508	B2	0.325%
1509	B1	0.308%
1510	B2	0.325%
1511	A4	0.234%
1512	A2	0.237%
1513	B3	0.368%
1514	A1	0.243%
1515	A2A	0.239%
1516	A3	0.245%
1517	A5	0.223%
1518	B4	0.438%
1601	B5	0.324%
1602	A4A	0.234%
1603	A2	0.237%
1604	A6	0.242%
1605	B3A	0.355%
1606	A2C	0.237%
1607	A4	0.234%
1608	B2	0.325%
1609	B1	0.308%
1610	B2	0.325%
1611	A4	0.234%

**UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS
AND LIABILITIES FOR COMMON EXPENSES**

PAGE 7

Unit Type	Unit Type	% of Ownership
1612	A2	0.237%
1613	B3	0.368%
1614	A1	0.243%
1615	A2A	0.239%
1616	A3	0.245%
1617	A5	0.223%
1618	B4	0.438%
1701	B5	0.324%
1702	A4A	0.234%
1703	A2	0.237%
1704	A6	0.242%
1705	B3A	0.355%
1706	A2C	0.237%
1707	A4	0.234%
1708	B2	0.325%
1709	B1	0.308%
1710	B2	0.325%
1711	A4	0.234%
1712	A2	0.237%
1713	B3	0.368%
1714	A1	0.243%
1715	A2A	0.239%
1716	A3	0.245%
1717	A5	0.223%
1718	B4	0.438%
1801	B5	0.324%
1802	A4A	0.234%
1803	A2	0.237%
1804	A6	0.242%
1805	B3A	0.355%
1806	A2C	0.237%
1807	A4	0.234%
1808	B2	0.325%
1809	B1	0.308%
1810	B2	0.325%
1811	A4	0.234%
1812	A2	0.237%
1813	B3	0.368%
1814	A1	0.243%
1815	A2A	0.239%
1816	A3	0.245%
1817	A5	0.223%
1818	B4	0.438%
1901	B5	0.324%

EXHIBIT "B"

**UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS
 AND LIABILITIES FOR COMMON EXPENSES**

PAGE 8

Unit Type	Unit Type	% of Ownership
1902	A4A	0.234%
1903	A2	0.237%
1904	A6	0.242%
1905	B3A	0.355%
1906	A2C	0.237%
1907	A4	0.234%
1908	B2	0.325%
1909	B1	0.308%
1910	B2	0.325%
1911	A4	0.234%
1912	A2	0.237%
1913	B3	0.368%
1914	A1	0.243%
1915	A2A	0.239%
1916	A3	0.245%
1917	A5	0.223%
1918	B4	0.438%
2001	B5	0.324%
2002	A4A	0.234%
2003	A2	0.237%
2004	A6	0.242%
2005	B3A	0.355%
2006	A2C	0.237%
2007	A4	0.234%
2008	B2	0.325%
2009	B1	0.308%
2010	B2	0.325%
2011	A4	0.234%
2012	A2	0.237%
2013	B3	0.368%
2014	A1	0.243%
2015	A2A	0.239%
2016	A3	0.245%
2017	A5	0.223%
2018	B4	0.438%
2101	B5	0.324%
2102	A4A	0.234%
2103	A2	0.237%
2104	A6	0.242%
2105	B3A	0.355%
2106	A2C	0.237%
2107	A4	0.234%
2108	B2	0.325%
2109	B1	0.308%

EXHIBIT "B"

**UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS
AND LIABILITIES FOR COMMON EXPENSES**

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Unit Type	Unit Type	% of Ownership
2110	B2	0.325%
2111	A4	0.234%
2112	A2	0.237%
2113	B3	0.368%
2114	A1	0.243%
2115	A2A	0.239%
2116	A3	0.245%
2117	A5	0.223%
2118	B4	0.438%
		100.000%