

STATE OF GEORGIA  
COUNTY OF FULTON

Re: Deed Book 10153, Page 1  
Fulton County, Georgia

AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM  
FOR

MOUNT VERNON TOWERS, A CONDOMINIUM

WHEREAS, Sandy Springs Retirement Group, Ltd., a limited partnership, recorded a Declaration of Mount Vernon Towers, a Condominium, on June 13, 1986, in Deed Book 10153, page 1, et seq., Fulton County, Georgia records (hereinafter called the "Original Declaration"); and

WHEREAS, the Declaration was previously amended by Amendment recorded on December 17, 1986, in Deed Book 10498, page 366, et seq., aforesaid records; and

WHEREAS, the Declaration provides for amendment thereto by agreement of the owners of units to which two-thirds (2/3) of the votes in the Association appertain, as provided in the Georgia Condominium Act, O.C.G.A. §44-3-93; and

WHEREAS, the Board of Directors of Mount Vernon Towers Condominium Association, Inc., pursuant to Bylaws of the Association, proposed an amendment to the original Declaration; and

WHEREAS, a meeting of the Association to consider adoption of an Amended and Restated Declaration was duly called, and notice was given to all unit owners pursuant to the Bylaws, the Declaration, and the Georgia Condominium Act; and

WHEREAS, a meeting of the Association was held on July 10, 1991, to consider passage of the Amended and Restated Declaration; and

WHEREAS, the required affirmative vote of two-thirds (2/3) of all votes in the Association was cast in favor of adoption of the Amended and Restated Declaration; and

WHEREAS, the Declarant no longer has the right to control the Association as set out in O.C.G.A. §44-3-93(d); and

WHEREAS, the sworn statement of the president of the Association is attached hereto which states unequivocally that agreement of the required majority was lawfully obtained;

NOW, THEREFORE, the Declaration as previously amended, is stricken in its entirety other than the Exhibits, plans, certificates and attachments referred to herein, and the attached Amended and Restated Declaration of Condominium for Mount Vernon Towers, a Condominium, is hereby substituted in its place.

GEORGIA Fulton County Clerk's Office Superior Court  
Filed & Recorded. Aug 28, 1991 at 2:51

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AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR  
MOUNT VERNON TOWERS, A CONDOMINIUM

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Exhibit "A" Legal Descriptions

Exhibit "B" Unit Information

Affidavit of Compliance with Amendment Requirements

AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM  
FOR  
MOUNT VERNON TOWERS, A CONDOMINIUM

THIS DECLARATION, made this 10th day of July, 1991, by Mount Vernon Towers Condominium Association, Inc.

ARTICLE I

STATUTORY PROVISIONS AND DEFINITIONS

1. Statutory Provisions. This Declaration is made pursuant to the Georgia Condominium Act, Georgia Laws 1975, No. 463, pages 609-671, Official Code on Ga. Ann. §§44-3-70 et seq. (1982), as the same may heretofore or hereafter be supplemented, amended or modified (the "Act").

2. Definitions. Words used in this Declaration, which are defined in the Act, shall have the same meaning as set forth therein, unless the context shall prohibit or otherwise require or unless such words are otherwise defined by this Declaration. When used in this Declaration, unless the context shall prohibit or otherwise require, the following words shall have the following meanings, whether or not capitalized, and all definitions shall be applicable to the singular and plural forms of such terms:

(a) "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of Mount Vernon Towers Condominium Association, Inc., as filed with the Secretary of State, April 22, 1986, as amended.

(b) "Association" shall mean and refer to Mount Vernon Towers Condominium Association, Inc., a nonprofit Georgia corporation, its successors and assigns.

(c) "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association, which is the governing body of the Association.

(d) "The Bylaws of Mount Vernon Towers Condominium Association, Inc." or "the Bylaws" shall mean and refer to those bylaws governing the administration and operation of the Association.

(e) "Common Elements" shall mean and refer to all portions of the Property other than the Condominium Units.

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



(g) "Condominium" shall mean and refer to the Property and all improvements located thereon submitted to the Act by the condominium instruments and known as Mount Vernon Towers, A Condominium, as more particularly set out on Exhibit "A" hereto.

(h) "Condominium Unit" or "Unit" shall mean and refer to a portion of the Condominium intended for independent ownership and use, being depicted on the Plat and the Plans and having the boundaries described herein. If the context requires, the term "Unit" shall also be deemed to include the undivided interest in the common elements appurtenant thereto.

(i) "Declaration" shall mean and refer to this document and all amendments hereof made in accordance with this Declaration and the Act.

(j) "Director" shall mean and refer to a member of the Board of Directors.

(k) "Majority" shall mean and refer to the votes representing more than fifty percent (50%) of the votes assigned to the Condominium Units as provided in this Declaration for purposes of determining a quorum, more than fifty percent (50%) of the Directors or members of committees appointed by the Board of Directors, or more than fifty percent (50%) of those voting members present at an association or board meeting, as may be applicable or except as otherwise set forth in the condominium instruments.

(l) "Mortgage" shall mean and refer to a mortgage, deed to secure debt, deed of trust or other instrument conveying a lien upon or security title to a Condominium Unit or any portion of the Property.

(m) "Mortgagee" shall mean and refer to the holder of a mortgage.

(n) "Officer" shall mean and refer to an officer of the Association.

(o) "Owner" or "Unit Owner" shall mean and refer to one or more persons who or which owns fee simple title to any Condominium Unit, excluding, however, those persons having such an interest under a mortgage.

(p) "Person" shall mean and refer to a natural person, corporation, partnership, association, trust or other legal entity, or any combination thereof.

(q) "Plans" shall mean and refer to the Unit Floor Plans for Mount Vernon Towers, A Condominium, bearing the certificate of Larry M. Spencer, Georgia Registered Architect and recorded June 13, 1986, in Condominium Cabinet 2, Drawer 257, Fulton County,

Georgia records, which depict the dimensions of the Units, and shall include any revisions thereof as may be filed for record on the records of Fulton County, Georgia, from time to time.

(r) "Plat" shall mean and refer to that certain Survey for Mount Vernon Towers, A Condominium dated May 2, 1986, last revised June 5, 1986, and prepared by Randy Lamon Tibbitts, Registered Land Surveyor, filed for record at Condominium Plat Book 8, page 119, together on the condominium plat records of Fulton County, Georgia, and shall include any revisions thereof as may be filed for record on the records of Fulton County, Georgia, from time to time.

(s) "Record" or "file for record" shall mean and refer to filing for record with the Clerk of Superior Court of Fulton County, Georgia.

## ARTICLE II

### DESCRIPTION OF CONDOMINIUM

1. Property Submitted to Declaration. The Condominium is comprised of the Property, including the improvements located thereon. The general area and location of the Units and other improvements on the Property and the dimensions of the Units are shown on the Plat and the Plans, recorded together with this Declaration on the records of Fulton County, Georgia.

2. Unit Information.

(a) The ownership of each Unit shall include an undivided interest in the common elements equal to such Unit's Percentage Share as set forth on Exhibit "B" to this Declaration. Each Unit shall bear the common expenses and share the common profits in an amount which is based on an analysis of fixed rate common expenses and common expenses which will vary according to unit type to result in an allocation as set forth in Exhibit "B" attached hereto. The undivided percentage or fraction of interest in the common elements appurtenant to each Unit shall not be altered except as expressly provided in the Act.

(b) Each Unit shall have an equal vote in the Association. Each Unit Owner shall automatically be a member of the Association; membership in the Association shall pass with title to a Unit and may not be separated therefrom.

3. Limited Common Elements. The following shall constitute limited common elements assigned exclusively to a single Unit: any shutter, awning, window box, door step, porches, balconies, patios, any other apparatus described in O.C.G.A. §44-3-75(a)(5), and storage spaces assigned to particular units as shown on the Plans. Limited Common Elements shall not be construed or interpreted to be

separate and apart from the common elements in general, being limited only with respect to the reserved use thereof to the Unit or Units served thereby. Except as otherwise provided herein, no other common elements shall be assigned as limited common elements.

4. Unit Boundaries. Each Unit shall include all the space within the boundaries thereof, and the boundaries of a Unit shall be the floors, ceilings and walls of the Unit as delineated in the Plats and Plans, as more particularly defined in the Act, O.C.G.A. §44-3-75(a). Units shall not be subdivided, and the boundaries between adjoining Units may be relocated only pursuant to the provisions of the Act.

### ARTICLE III

#### EASEMENTS

The easements described by this Article III from each Unit Owner to each other Unit Owner and to the Association are hereby reserved and established.

1. Use and Enjoyment. Every Unit Owner, his family, employees, tenants, invitees, and guests, shall have a right and easement of use and enjoyment in and to the common elements (including the right of access, ingress and egress to and from his Unit over those portions of the Property designated for such purpose), subject to the following provisions and limitations: the right of the Association to control the use and enjoyment thereof as provided by the terms of this Declaration, which shall include but not be limited to the right of the Association to limit the use and enjoyment thereof to the Unit Owners and their respective families, employees, tenants, invitees, and guests; the right of the Association to limit the number of guests of Unit Owners utilizing the common elements at any one time; and the right of the Association to suspend the voting rights of a Unit Owner, in accordance with the Bylaws for any period of time during which an assessment against his Condominium Unit remains unpaid, or for a reasonable time for infraction of any provision of this Declaration, the Bylaws, or the Association's published rules and regulations.

2. Structural Support. Every portion of a Unit or the common elements which contributes to the structural support of another Unit or the common elements shall be burdened with an easement of structural support. No Unit Owner shall be permitted to demolish his Unit except to the extent that such demolition may be required to repair or rebuild the Unit when the same has been partially or totally destroyed.

3. Encroachments. If any chimney, flue, exhaust or other ventilating structure servicing any Unit passes through or

encroaches upon any other Unit, a valid easement for the encroachment and for the maintenance, replacement and repair thereof shall exist. If any portion of the common elements encroaches upon any Unit, or if any Unit encroaches upon any other Unit or upon any portion of the common elements, as a result of the construction, reconstruction, repair, renovation, restoration, shifting, settlement or movement of any portion of the Condominium, a valid easement for the encroachment and for the maintenance, repair and replacement thereof shall exist so long as the encroachment exists. In the event that any building, any Unit, any adjoining Unit, or any adjoining portion of the common elements shall be partially or totally damaged or destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then repaired or reconstructed, encroachments of portions of the common elements upon any Unit, or of any Unit upon any other Unit or upon any portion of the common elements, due to such repair or reconstruction, shall be permitted, and valid easements for such encroachments and the maintenance, repair and replacement thereof shall exist.

4. Rights of Association. There shall be a general easement to the Association, its directors, officers, agents and employees (including, but not limited to any manager employed by the Association) to enter upon the Property or any portion thereof and to take access through the Units for the installation, maintenance, repair and replacement thereof and for the purpose of performing their respective duties. Each Unit Owner shall afford to other Unit Owners and to the Association, their respective agents, representatives and employees, such access through such Owner's Unit as may be reasonably necessary to enable them to exercise and discharge their respective powers and responsibilities. Except in the event of emergencies, such easements are to be exercised only during normal business hours and then, whenever practicable, only upon advance notice to and with the permission of the Unit Owner or occupant of a Unit directly affected thereby. The Board of Directors of the Association shall have the power to grant and accept easements over and through the Property for the installation, maintenance, repair and replacement of utilities and for other public purposes consistent with the intended use of the common elements.

#### ARTICLE IV

##### MAINTENANCE AND REPAIR

1. Common Elements. Except as may be herein otherwise specifically provided, the responsibility of the Association with respect to maintenance, repair and replacement shall be to maintain, repair and replace all portions of the common elements, subject to the provisions below concerning limited common elements. Except as may be otherwise provided by the Act, the Association

shall not be liable for injury or damage to a person or property caused by the elements or by any Unit Owner, or any other person, or resulting from any utility, rain, snow or ice which may leak or flow from any portion of the common elements or from any pipe, drain, conduit, appliance or equipment the responsibility for the maintenance of which is that of the Association, nor shall the Association be liable to any Unit Owner for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the common elements. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority. With respect to the Units, the Association shall be responsible for maintaining, repairing and replacing the exterior finish of the entry doors of the Units and those other portions of the Units described below as being the responsibility of the Association.

2. Units and Limited Common Elements.

The responsibility of the Unit Owner with respect to maintenance and repair shall be to maintain, repair and replace all portions of his Unit and the limited common elements assigned exclusively thereto, except those portions, if any, which are to be maintained, repaired or replaced by the Association. Notwithstanding the preceding sentence, the Association shall maintain, repair and replace the heating and air conditioning systems, the standard kitchen appliances and the standard plumbing fixtures serving the Unit or located within the boundaries thereof, and all chutes, flues, ducts, conduits, wires, pipes or other apparatus which service or are a part of said systems, appliances or fixtures located within the boundaries of the Owner's Unit or deemed to be a part thereof as provided by the Act; provided, however, that the Unit Owner shall be responsible for the day to day cleaning and ordinary care of said items, for any upgraded appliances or fixtures, for cosmetic damage, and for any costs necessitated by reason of abuse by the resident of the Unit or the Unit Owner or by willful or negligent acts as set forth in the last sentence of this section. The Unit Owner shall maintain in a neat and clean condition and the Association shall repair any stairway, entrance walkway, landing, patio, balcony or deck assigned to any Unit as a limited common element, including any awning, railing or privacy screen appurtenant to a balcony. The Association shall be responsible for the maintenance, repair, and replacement of the windows, screens, and doors which are a part of the Unit. The expense of such repair and maintenance shall constitute a common expense. Each Unit Owner shall be responsible for performing his responsibilities in such manner so as not to unreasonably disturb

other persons in other Units. Each Unit Owner shall promptly report to the Association or its agent any defect or need for repairs, the responsibility for the remedying of which is that of the Association. In addition to the maintenance responsibilities imposed on the Association, the Association shall have the right but not the obligation to make any repair or replacement or to do any cleaning or maintenance, which is the responsibility of the Unit Owner, but which responsibility the Unit Owner fails or refuses to discharge, and in such event such Unit Owner shall be obligated to pay for the cost incurred by the Association for such work. Each Unit Owner shall also be obligated to pay for the cost of repairing, replacing, or cleaning any item which, although the responsibility of the Association, is necessitated by reason of the willful or negligent act of such Unit Owner, his family, tenants, employees, invitees, or guests, and such cost shall be added to and become part of assessment or portion thereof next coming due to which the Unit Owner is subject.

## ARTICLE V

### ASSESSMENTS

The provisions of this Article V are intended to restate existing authority already possessed by the board of directors and the Association and is not a new grant of authority as defined in O.C.G.A. §44-3-80(g).

1. Creation of Lien and Personal Obligation. Each Owner of any Condominium Unit covenants and agrees to pay to the Association annual and special assessments or charges provided by this Declaration. All such assessments and other charges shall, from the time they become due and payable, be a charge against and continuing lien upon the Condominium Unit in favor of the Association and for the benefit of all Unit owners. Each assessment or charge shall also be the personal obligation of the Unit Owner. No Unit Owner may waive or otherwise escape liability for such assessments by non-use of the common elements or abandonment of his Condominium Unit; provided, however, that the Board may determine to reduce the amount to an assessment against an individual Unit by the portion of the assessment collected to cover the costs of providing a particular service to the Unit if, and only if (i) the service is provided to the Unit through the Association, (ii) the Association pays the costs thereof on a per unit basis, (iii) the Unit is absolutely not utilizing the service, (iv) the Unit is unoccupied, and (v) the Association is not required to pay for service to the Unit during the time the service is not utilized. Nothing contained herein shall authorize a reduction or elimination of any portion of an assessment against a Unit because such Unit allegedly does not benefit from some of the expenses relating to the common elements. Each Unit Owner shall be liable for each assessment coming due while he is a Unit

Owner, and any subsequent owner of the Unit shall be jointly and severally liable for any assessment or portion thereof as may be due and payable at the time of conveyance to the subsequent owner. The rights of any subsequent Owner to recover from the prior Owner any amounts due by the prior Owner and paid by the subsequent Owner shall not be prejudiced. To the extent provided in the Act, in the event that the holder of a mortgage of record or other person acquires title to any Condominium Unit as a result of foreclosure of a first priority or secondary purchase money mortgage (provided that neither the grantee nor any successor grantee on any such secondary purchase money mortgage was the seller of the Unit), or should any such mortgagee acquire title to any unit by a deed in lieu of foreclosure, such purchaser at the foreclosure sale, his or its successors, successors in title and assigns, shall not be liable for, nor shall such Condominium Unit be subject to a lien for, any assessment or charge hereunder chargeable to such Condominium Unit on account of any period prior to such acquisition of title; provided, however, that such unpaid share of an assessment or assessments shall be deemed to be common expenses collectible from the Owners of all Units, including the Unit acquired at the foreclosure sale.

## 2. Annual Assessments.

The amount of all common expenses not specially assessed pursuant to the provisions of this Declaration less the amount of all undistributed and unreserved common profits, shall be assessed against the Condominium Units in the proportion set forth in Article II, Section 2 of this Declaration. The annual assessment payable by the Unit Owners shall be levied by the Board of Directors. Not later than thirty (30) days before the end of such fiscal year and each ensuing fiscal year, the Board of Directors of the Association shall prepare and submit in writing to the Unit Owners an estimated budget of the common expenses for the ensuing fiscal year, together with notice of the amount of the annual assessment based on such budget payable by each Unit Owner during the new fiscal year. The budget and the assessment shall become effective unless disapproved at the annual meeting by a vote of a majority of those present at the meeting. If the estimated budget proves inadequate for any reason, then the Board of Directors may levy at any time a further assessment against the Unit Owners in an amount which shall not exceed the sum of \$500 per Condominium Unit in any one fiscal year unless approved by a majority vote of the Unit Owners, voting in person or by proxy, at a meeting duly called and held for such purpose, and the Board of Directors shall notify the Unit Owners accordingly. If for any reason an annual budget is not made as required hereby, a payment in the amount required by the last prior assessment shall be due on the first day of each month until changed by a new assessment. Common expenses shall include, without limitation, the following:

(i) any management fees and expenses of administration, including management, legal and accounting fees;

(ii) utility charges for utilities serving the common elements and charges for other common services;

(iii) the cost of any master or blanket policies of insurance purchased for the benefit of all Unit Owners and the Association as required by this Declaration, including fire and other hazard coverage, public liability coverage, and such other insurance coverage as the Board of Directors determines to be in the interests of the Association and the Unit Owners;

(iv) the expense of maintenance, operation and repair of the common elements as well as any maintenance upon the Units which is the responsibility of the Association under the provisions of Article IV, if such expense is not covered by a special assessment including, without limitation, expenses relating to all elevators, landscaping, and parking areas, subject to any limitations elsewhere described herein;

(v) such other charges as may be determined from time to time by the Board of Directors of the Association to be common expenses, including without limitation taxes and governmental charges such as sanitary taxes not separately assessed against each Condominium Unit; and

vi) the establishment and maintenance of a reasonable reserve fund or funds for maintenance, repair, and replacement of those common elements that must be replaced on a periodic basis and of a reserve to cover operating contingencies or deficiencies arising from unpaid assessments or liens, emergency expenditures and other matters, as may be authorized from time to time by the Board of Directors.

Each Unit Owner shall be obligated to pay such assessments to the Association in equal monthly installments on or before the first day of each month, or in such other reasonable manner as the Board of Directors shall designate. In any year in which there is an excess of assessments and other income over expenditures, such excess shall appertain to the Condominium Units according to their proportionate share of common expenses, and the Board of Directors, by resolution and without the necessity of a vote of the Unit Owners, shall determine either to apply such excess or any portion thereof against and reduce the subsequent year's assessments or to allocate the same to one or more reserve accounts of the Association described above. In the event that the Association



acquires title to a Condominium Unit, the Association shall be exempt from all assessments during the period of its ownership thereof. As provided in the original Declaration and Bylaws of the Association, the budget and assessment shall become effective unless disapproved at an annual meeting by a majority of those present at the meeting. This approval procedure is a continuation of prior provisions and is not intended to expand the powers of the Board which previously existed.

3. Special Assessments. Any common expenses occasioned by the conduct of any Unit Owner or any family member, tenant, guest, licensee, or invitee of any Unit Owner shall be specially assessed against such Owner's Unit or Units. Any common expenses of the Association benefiting less than all of the Units or significantly disproportionately benefiting all of the Units shall be assessed equitably among the Units so benefitted; provided, however, that, other than for limited common elements expressly designated as such by this Declaration, the Plat or Plans, and assigned to less than all Units, nothing in this section shall permit the Association to specially or disproportionately allocate common expenses for periodic maintenance, repair and replacement of any portion of the common elements or the units which the Association has the obligation to maintain, repair or replace. Any expense relating to an optional service provided by or through the Association may be specially assessed against those Units utilizing such service. The special assessments provided for in this Section shall be levied by the Board of Directors, and the amount and due date(s) of such special assessments so levied shall be as specified by the Board.

4. Special Assessments for Capital Improvements. In addition to the special and general assessments authorized above, and in addition to the special assessments for reconstruction or repair of casualty damage, the Board of Directors may levy special assessments for the purpose of defraying, in whole or in part, the cost of any capital addition to, capital improvement of, or repair or replacement of a portion of the common elements (including the necessary fixtures and personal property related thereto), which is for the benefit of all Unit Owners in the Condominium as a whole. The total amount of the special assessment levied by the Board of Directors under and pursuant to this Section shall not exceed the sum of \$200.00 per Condominium Unit in any one fiscal year unless approved by a majority vote of the Unit Owners, voting in person or by proxy, at a meeting duly called and held for such purpose. Unless the special assessment covers an expense which is charged to the Association on a "per unit" basis, Unit Owners shall be assessed for special assessments under this Section in the proportion set forth in Article II, Section 2 of this Declaration, and the due date(s) of any such special assessments shall be specified by the Board of Directors.

5. Evidence of Payment. Any Unit Owner, mortgagee of a Condominium Unit, person having executed a contract for the

purchase of a Unit, or lender considering the loan of funds to be secured by a Condominium Unit shall be entitled upon request to a statement from the Association or its management agent setting forth the amount of assessments past due and unpaid (with late charges and interest applicable thereto) against that Condominium Unit. Such request shall be in writing, delivered to the registered office of the Association, and shall state an address to which the statement is to be directed. Failure on the part of the Association to mail to the address specified in such request or otherwise furnish such a statement within five (5) business days from the receipt of such request shall cause the lien against the specified Unit for assessments which are, as of the expiration of such five (5) day period, due and payable to be extinguished and of no further force or effect as to the title or interest acquired by the purchaser or lender, as the case may be, and successors and assigns, in the transaction contemplated in connection with such request. The information specified in such statement shall be binding upon the Association and every Unit Owner. Payment of a fee of Ten Dollars (\$10.00), which shall accompany such request, shall be required as a prerequisite to the issuance of such a statement.

6. Non-Payment of Assessments: Remedies of Association. If any assessment, or portion thereof, is not paid within ten (10) days after the due date, then a late charge, not in excess of the greater of Ten Dollars (\$10.00) or ten percent (10%) of the amount of each delinquent assessment or installment shall also be included in the lien and shall be due and payable to the Association. The lien for assessments shall also include interest at a rate of ten percent (10%) per annum (or such higher amount as may be permitted by the Act from time to time) on any assessment, installment or delinquency or late charge from the date such sum was first due and payable. The lien for assessments shall further secure costs of collection, including court costs, the expenses of sale, any expenses required for the protection and preservation of the Unit, and reasonable attorney's fees actually incurred. The lien for assessments shall also include the fair rental value of the Condominium Unit from the time of the institution of suit until the sale of the Unit at foreclosure or until the judgment rendered in such suit is otherwise satisfied. If any delinquent assessment or portion thereof is not paid within ten (10) days after written notice is given to the Unit Owner to make such payment, the entire unpaid balance of the assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full, and foreclosure proceedings may be instituted to enforce such lien. Such notice shall be sent by certified mail, return receipt requested, to the Unit Owner both at the address of the Condominium Unit and at any other address or addresses the Unit Owner may have designated to the Association in writing, specifying the amount of the assessments then due and payable, together with authorized late charges and interest accrued thereon. All actions for the collection of such assessments by suit, judgment and foreclosure of

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

7. Priority of Lien. The lien created by this Article shall be prior and superior to all other liens except only (a) the lien for ad valorem taxes on the Unit, (b) the lien of any first priority mortgage, (c) the lien of any secondary purchase money mortgage to which the Condominium Unit is subject, provided that neither the grantee nor any successor grantee on the mortgage is the seller of the Unit, and (d) the lien of any mortgage recorded prior to the recording to this Declaration.

## ARTICLE VI

### ADMINISTRATION

1. Administration of the Condominium. Subject to the provisions hereinafter set forth in this Section 1, the administration of the Condominium, the maintenance, repair, renovation, replacement and operation of the common elements, and other duties imposed upon the Association by the Act, the Georgia Nonprofit Corporation Code, this Declaration, the Bylaws, and the Articles of Incorporation (which five items shall hereinafter sometimes be referred to collectively as "the Governing Documents") shall be the responsibility of the Association, and the exercise of the powers and duties of the Association shall be in accordance with the Governing Documents.

2. Duties and Powers. The duties and powers of the Association shall be those set forth in the Governing Documents, together with those reasonably implied to effect the purposes of the Association. Except to the extent otherwise required by the Governing Documents, the powers herein or otherwise granted to the Association may be exercised by the Board of Directors, acting through its officers, without any further consent or action on the part of the Unit Owners. Subject to and in accordance with the provisions and limitations set forth in the Bylaws of the

Association, each Director and each officer of the Association shall be entitled to be indemnified by the Association in connection with any threatened, pending or completed action, suit or proceeding with respect to which such person was or is a party by reason of the fact that such person is or was a Director or officer of the Association.

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

4. Rules and Regulations. Reasonable regulations, rules and requirements concerning the use of the Units, appurtenances thereto, and the common elements may be made and amended from time to time by the Board of Directors of the Association, provided that copies of such regulations, rules and requirements and amendments thereto shall be furnished by the Association to all Unit Owners. Such regulations, rules and requirements shall be binding upon and shall be complied with by the Unit Owners, their families, tenants, guests, invitees and agents, until and unless any such regulation, rule or requirement is specifically overruled and canceled in a regular or special meeting by the vote of Unit Owners holding a majority of the total votes in the Association. Failure to abide by any such regulation, rule or requirement shall be grounds for an action by the Association and any aggrieved Unit Owner to recover damages or obtain injunctive and equitable relief or both and shall entitle the Association to assess fines as permitted by Section 13 of the Act (O.C.G.A. §44-3-76) and to any other remedies provided by the Act or this Declaration.

5. Special Meetings. If required by the Act, a special meeting of the membership shall be called upon the written request of at least fifteen percent (15%) of the Unit Owners. Should more than one such meeting be called for identical or substantially similar purposes in any calendar year, and if the prior such special meeting failed to have a quorum of the members present, and if the subsequent meeting also fails to have a quorum present, the costs of calling the subsequent meeting at which no quorum was in attendance may be specially assessed against the Unit Owners requesting the call of the subsequent meeting. Other than as required by the Act, special meetings of the membership may be called as provided in the Bylaws of the Association.

## ARTICLE VII

### INSURANCE

1. Coverage. The Association shall maintain the insurance required by Section 39 of the Act (O.C.G.A. §44-3-107), by the various provisions of the Declaration and the Bylaws, and such other insurance as the Board of Directors may deem appropriate. Notwithstanding any future change in Section 39 of the Act, such insurance shall at all times include public liability and property damage insurance in such amounts and in such forms as shall be required by the Board of Directors of the Association, but (a) not in amounts less than \$500,000.00 for injury, including death, to a single person, \$1,000,000.00 for injury or injuries, including death, arising out of a single occurrence, and \$50,000.00 property damage, or, (b) in the alternative, a liability policy affording coverage for bodily injury and property damage with a combined single limit in an amount not less than \$1,050,000.00, covering the Association, all agents and employees of the Association, all Unit Owners and other persons entitled to occupy any Unit or other portion of the Condominium, and, if reasonably obtainable, the Board of Directors and officers of the Association. If any damage to or destruction of any Unit is being repaired, replaced or restored, if the cost thereof exceeds the insurance proceeds attributable thereto, and if the shortfall of insurance proceeds is due to the failure of the policy to insure current full replacement value excluding improvements or betterments made by the Unit Owners, the excess funds required shall be a common expense shared by all Unit Owners rather than an individual expense to be borne entirely by the owner of the Unit which was damaged or destroyed. As to insurance required to be maintained by the Association by the Act, the Association may allocate equitably the payment of a reasonable insurance deductible between the Association and the Unit Owners affected by a casualty against which the Association is required to insure; provided, however, that the amount of deductible which can be allocated to any one Unit Owner shall not exceed \$1,000.00 per casualty loss. This limitation shall not preclude an allocation to a Unit Owner pursuant to the first sentence of Article V, Section 3.

2. Mortgagees. In the event of substantial damage to or destruction of any Unit or any part of the common elements, the holder of any first mortgage on a Condominium Unit shall be entitled to timely written notice of any such damage or destruction, and no provision of this Declaration or of any other document establishing the Condominium shall entitle the Owner of a Condominium Unit or other party to priority over such holder with respect to the distribution of any insurance proceeds with respect to such Condominium Unit. Any mortgage holder, insurer or guarantor shall be entitled to timely written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

3. Other Insurance. With respect to any peril which is excluded by the Association's hazard insurance policy, any Unit Owner shall have the right to obtain coverage in such Unit Owner's name against such peril (i) covering such Unit Owner's undivided interest in the common elements; and/or (ii) covering any portion of the common elements damage to which will directly and adversely affect the use of such Owner's Unit or may result in damage to such Owner's Unit or the contents thereof. Nothing contained in the foregoing shall relieve the Association of its duty to maintain the insurance required by the Act and this Declaration. Each Unit Owner may obtain insurance at his own expense, affording coverage upon his personal property, as well as upon any improvements and betterments he may make to his Unit, or as may be required by law. Insofar as may be permitted by law, each such policy acquired by a Unit Owner shall contain a waiver of subrogation as to any claims against the Association and of any defense based on co-insurance.

The Board of Directors may, to the extent permitted by applicable law, require any Unit Owner to carry public liability, personal property, and/or other insurance with respect to the occupancy of such Owner's Unit and to furnish copies of any policies required to be obtained to the Association, if the Board determines that such coverage is reasonably necessary to protect the interests of the Association and/or the other Unit Owners and requires all Unit Owners engaged in similar activities to obtain similar insurance coverage. No Unit Owner shall be entitled to exercise his right to maintain insurance coverage in such a manner as to diminish or affect any recovery or payment which may be realized under any insurance policy carried by the Association.

## ARTICLE VIII

### ARCHITECTURAL CONTROL, USE RESTRICTIONS AND SALE OR LEASING OF UNIT

To assure a community of congenial Owners and thus protect the value of the Condominium Units, the Property, including all improvements comprising a part thereof, shall be subject to the restrictions set forth in this Article VIII and in the rules and regulations of the Association.

1. Approval Required for Changes. To preserve the architectural appearance of the Condominium, no construction of any nature whatsoever shall be commenced or maintained by any Owner with respect to the exterior of any Unit or any other portion of the Condominium, nor shall any exterior addition to or change or alteration therein be made, unless and until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors or by an architectural committee appointed by the Board

of Directors. A Unit Owner may make improvements and alterations within his Unit; provided, however, that no Unit Owner shall make any structural alterations in a Unit or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety, soundness or structural integrity of that Unit or any other Unit without first obtaining the written consent of the Board of Directors and all Unit Owners and mortgagees of the Units affected, nor shall any Unit Owner impair any easement without first obtaining the written consent of the Association and of the Unit Owner or Owners and their mortgagees for whose benefit such easement exists.

2. Use and Age Restrictions. Except for the use and management by the Association of the common elements, including the Service Center, and subject to applicable zoning ordinances, all Units shall be and are restricted to residential or home office purposes and the occupancy thereof shall be subject to such restriction as the Board may establish pursuant to the rules and regulations of the Association. For purposes of this Declaration, "home office" shall not include any use which entails customers, clients, or other members of the general public visiting a Unit. Further, the condominium having been designed and intended for use by residents over 55 years of age, and in a manner consistent with the Fair Housing Act Amendments of 1988, and the regulations promulgated thereunder, particularly including 24 C.F.R. §100.304 (55 or over housing), regular occupancy by any person under 18 is prohibited. Further, the Board shall adopt such rules and procedures consistent with the said regulations to insure that at least eighty percent (80%) of all Units are occupied by at least one person 55 years of age or older.

3. Signs. Except as may be required by legal proceedings, no "For Sale" or "For Rent" signs or other signs or advertising posters of any kind shall be maintained or permitted on any portion of the Property without the prior express written permission of the Board of Directors of the Association. The Board of Directors shall establish standards for any permitted signs and posters upon the Property, and there shall be no deviation from such standards without the prior written consent of the Board of Directors. Notwithstanding the foregoing, the provisions of this Section 3 shall not apply to a "For Sale" sign posted by a mortgagee who becomes the Owner of a Condominium Unit as purchaser at a judicial or foreclosure sale conducted with respect to a first mortgage or secondary purchase money mortgage or as transferee pursuant to any proceeding in lieu thereof, subject to reasonable rules and regulations established by the Board of Directors with respect to such "For Sale" sign.

4. Antennas. No antenna or other device for the transmission or reception of television signals, radio signals, or any form of electromagnetic radiation shall be erected, used, or maintained outdoors on any portion of the Property, whether

attached to a building or structure or otherwise; provided, however, that the Association shall have the right to erect, construct and maintain such devices.

5. Motor Vehicles, Trailers, Boats, etc. Automobiles shall be parked only upon those portions of the common elements designated for such purpose by the Site Plan or by the Board of Directors; parking shall be subject to such rules and regulations, including provisions for assignment of parking, as may be approved by the Board of Directors. The Board of Directors of the Association may prohibit mobile homes, motor homes, truck campers, trailers of any kind, boats, motorcycles, motorized bicycles, motorized go-carts and other such contrivances, or any of them, from being kept, placed, stored, maintained or operated upon any portion of the Property if in the opinion of the Board of Directors such prohibition shall be in the best interests of the Condominium. To the extent the Board of Directors permits motorized carts to be maintained on the premises and used in the interior halls and common area, the Board may make an appropriate charge for said carts under Article V, Section 3, of this Declaration.

6. Nuisances. No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of the Property, except in containers specially designated for such purpose, nor shall any odors be permitted so as to render any portion of the Property unsanitary, unsightly, offensive or detrimental to persons using or occupying other portions of the Property. No nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to persons using or occupying other portions of the Property. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on the Property. Any Unit Owner, or his family, servants, agents, invitees, or guests, who shall dump or place any trash or debris upon any portion of the Property, except in the containers described above, shall be liable to the Association for the actual cost of the removal thereof or the sum of \$25.00, whichever is greater, and the same shall be added to and become part of that portion of any assessment next coming due to which the Unit Owner is subject.

7. Pets. No animals or birds, other than one common household pet, limited to the full grown weight of twenty (20) pounds, shall be kept or maintained by any Unit Owner on any portion of the Property or within the Owner's Unit and then only if they are kept or maintained solely as domestic pets and not for commercial purposes. No animal or bird shall be allowed to make an unreasonable amount of noise, or to become a nuisance. No structure for the care, housing or confinement of any animal or bird shall be constructed or maintained outside the Unit boundaries. The Board of Directors may, by resolution, establish



such other rules and regulations relating to pets as are consistent with this Declaration. Upon the written request of any Unit Owner, the Board of Directors of the Association shall conclusively determine whether, in its sole and absolute discretion, for the purposes of this section, a particular animal or bird is a generally recognized house pet, or a nuisance, or whether the number of animals or birds in any Unit is unreasonable.

8. Prohibited Activities. Noxious or offensive activities shall not be carried on in any Unit or in any part of the common elements. Each Unit Owner, his family, visitors, invitees, guests, servants and agents, shall refrain from any act or use of his Unit or the common elements which could reasonably cause embarrassment, discomfort, annoyance or nuisance to the occupants of the Units, or which could result in the cancellation of insurance on any Unit or any portion of the common elements, or which would be in violation of any law or governmental code or regulation. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, 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 portion of the Property.

9. Governmental Regulations. All governmental building codes, health regulations, zoning restrictions and the like applicable to the Property shall be observed. In the event of any conflict between any provision of any such governmental code, regulation or restriction and any provision of this Declaration, the more restrictive provision shall apply.

10. Exterior Appearance. To provide a neat, attractive and harmonious appearance throughout the Condominium, no awnings, shades, screens or other item shall be attached to, hung or used on the exterior of any window or door of a Unit or on the exterior of any building without the prior written consent of the Board of Directors or an architectural committee appointed by the Board of Directors. Further, no foil or other reflective material shall be used on any windows for sun screens, blinds, shades or any other purpose. All shades, drapery linings and other window treatments visible from the exterior of a Unit on any window or door shall be white, off-white, or such other color as shall be approved by the board of Directors. Outside clotheslines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed or maintained on any portion of the Property, nor shall any clothing, rugs or any other item be hung on any railing enclosing any stairway, entrance walkway, landing, patio, balcony or deck.

11. Sale or Leasing. The following provisions shall apply to sales, leases or subleases of Condominium Units whether pursuant to written contract or oral agreement:

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

(b) No Unit Owner may lease less than his entire Unit, and no lease shall be for a term of less than six (6) months or for a term greater than one (1) year. Any lease shall be expressly subject to the provisions of the Governing Documents (as defined in Section 1 of Article VI hereinabove), and rules and regulations adopted by the Board of Directors with respect to leasing may provide for a reasonable limitation on the number of occupants of a Unit. Any failure by the lessee to comply with the terms of the Governing Documents shall be a default under the lease, and any lease shall so provide. In the event of such noncompliance by any lessee, the Board of Directors shall have the right to levy an assessment against the Owner of such Condominium Unit for any charge or fine made by the Association incurred as a result of such non-compliance. Every lease shall be in writing, and prior to the commencement of any lease of a Condominium Unit, the Unit Owner or lessee shall provide the Secretary of the Association and the managing agent of the Association, if any, with the name and telephone numbers of the lessee, the term of the lease and a copy of the lease. With respect to the Unit Owner's responsibilities to the Association and other Unit Owners, any actions taken by such Unit Owner's lessee or any employee, invitee, family member, or guest of such lessee shall be deemed to have been taken by such Unit Owner.

(c) Any of the foregoing provisions of this Section 12 which may be construed to the contrary notwithstanding, the lease by a first priority mortgagee or secondary purchase money mortgagee who becomes the owner of a Condominium Unit at a judicial or foreclosure sale conducted with respect to the mortgage on such Condominium Unit or as transferee pursuant to any proceeding in lieu thereof, so long as such Condominium Unit is owned by such person, shall not be subject to the provisions of this Section 12, except that the occupancy of any Condominium Unit by any lessee of such person shall be otherwise subject to the provisions of this Declaration and the Bylaws and rules and regulations of the Association.

(d) Any of the foregoing provisions of this Section 12 notwithstanding, the lease or sublease shall not be subject to the restrictions relating to the term of the lease or the leasing of less than the entire Unit if the lease or sublease is (1) by a joint owner of his or her undivided interest in a Unit to another joint owner of the same Unit, or (2) by an owner occupant of a Unit who subleases a portion of the Unit while continuing to personally occupy the remaining portion of the Unit.

13. Use of Elevators for Moving. The Board of Directors shall establish rules and regulations governing the use of building elevators for the purpose of moving into or out of any Unit. Said rules shall provide for scheduling of all such use with the Association, for limitations of hours during which elevators may be used for moving, minimum uniform damage deposits for such use, and such other items as deemed appropriate by the Board of Directors. Violations of rules adopted pursuant to this Section shall be subject to summary fines levied by the Board in an amount not to exceed \$100.00 for any one violation; a repeat violation during any twelve (12) month period by the same Owner, the Owner's agents or tenants, shall be subject to a summary fine not to exceed \$250.00.

## ARTICLE IX

### GENERAL PROVISIONS

1. Amendment. This Declaration and the other condominium instruments may be amended at any time and from time to time by the assent of Unit Owners having at least two-thirds (2/3rds) majority of the total vote of the Association. Except as expressly permitted or required by the Georgia Condominium Act and the provisions of this Declaration, any amendment to this Declaration which would change the boundaries of any Unit, the undivided interest in the common elements, the number of votes in the Association, or the liability for common expenses appertaining to any Condominium Unit shall be approved in writing by all Unit Owners and all holders of all mortgages encumbering the Condominium Units. Any provision in this Declaration which may be construed to the contrary notwithstanding, any amendment to this Declaration which would change, alter, modify or rescind any right, title, interest or privilege herein expressly granted to the holder of any mortgage affecting any of the Condominium Units shall require the prior written approval of such holder. Amendments to this Declaration or the other condominium instruments may be proposed by the Board of Directors of the Association, or by petition signed by Unit Owners having at least thirty percent (30%) of the total votes of the Association. Agreement of the required majority of Unit Owners to any amendment of the condominium instruments shall be evidenced by their execution of the amendment, or, in the alternative, the sworn statement of the President, any Vice President or Secretary of the Association, attached to or incorporated in an amendment executed by the Association, in which sworn statement it is stated unequivocally that agreement of the required majority of Units Owners was otherwise lawfully obtained. Any such amendment of the condominium instruments, including this Declaration, shall become effective only when recorded or at such later date as may be specified in the amendment itself. The written consent of any mortgagee required with respect to such amendment shall also be recorded with such amendment.

2. Eminent Domain. In the event that all or part of the Property shall be taken by any authority having the power of eminent domain, the allocation of the award of such condemnation and all related matters, such as the reallocation of undivided interests in the common elements, liabilities for assessments and votes, shall be handled pursuant to and in accordance with the then applicable provisions of the Georgia Condominium Act. If there are no such provisions of the Act then in effect, the allocation of the award and related matters shall be handled pursuant to and in accordance with those provisions of the Act relating thereto in effect as of the date hereof. If any Unit or portion thereof or the common elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the holder of any first mortgage on a Condominium Unit will be entitled to timely written notice of any such proceeding or proposed acquisition, and no provision of this Declaration or of any other document establishing the Condominium will entitle the Owner of a Condominium Unit or other party to priority over such holder with respect to the distribution of the proceeds of any award or settlement relating to such Condominium Unit.

3. Rights of Third Parties. This Declaration shall be recorded pursuant to the provisions of the Georgia Condominium Act for the benefit of the Unit Owners and their mortgagees as herein provided, and no adjoining property owner or third party shall have any right, title or interest whatsoever in the Condominium or in the operation or continuation thereof or in the enforcement of any of the provisions hereof, and, subject to the rights of such mortgagees as herein provided, the Unit Owners shall have the right to cancel, extend, modify, amend or otherwise change the provisions of this Declaration without the consent, permission or approval of any adjoining owner or third party.

4. Partition, Termination and Withdrawal of Property. The common elements remain undivided, and unless the condominium form of ownership hereby established is terminated or the Property is withdrawn from the Condominium, as hereinafter provided, no Unit Owner nor any other person shall bring any action for partition or division of the whole or any part of any Condominium Unit or of the whole or any part of the common elements. The Condominium may be terminated or a portion of the Property may be withdrawn from the Condominium only in strict accordance with and pursuant to the then applicable provisions of the Georgia Condominium Act, and all matters relating to such termination or withdrawal shall be handled in accordance with such provisions of the Act. If there are no such provisions of the Act then in effect, then such termination or withdrawal and related matters shall be handled pursuant to and in accordance with those provisions of the Act relating thereto in effect as of the date hereof.

5. Enforcement. Each Unit Owner shall comply strictly with the covenants, conditions and restrictions set forth in this Declaration, the Bylaws and the rules and regulations of the Association now or hereafter adopted, as the same may be lawfully amended from time to time. In the event of a violation or breach, or threatened violation or breach, of any of the same, the Association or, in a proper case, any aggrieved Unit Owner or Owners, jointly and severally, shall have the right to proceed at law or in equity to compel compliance therewith or to prevent a threatened violation or breach thereof. In addition to all other remedies, the Association, or a duly authorized agent thereof, shall have the right to enter upon any portion of the common elements where a violation exists and, at the expense of the violating Unit Owner and using such force as may be reasonably necessary, summarily abate or remove any erection, thing or condition that may be or exist contrary to the intent and meaning of the provisions hereof or of the Bylaws or rules and regulations, if after ten (10) days' written notice of such violation, it shall not have been corrected by such Unit Owner; provided, however, that no further notice other than this Declaration shall be required prior to imposition of fines for violations of rules adopted pursuant to Article VIII, Section 13, if notice of said rules has been provided to the Unit Owner to be fined. Neither the Association, nor its agents, shall be deemed guilty or liable for any manner of trespass for such entry, abatement or removal. Should the Association employ legal counsel to enforce any of the foregoing or any other rights or remedies of the Association, all costs incurred in such enforcement, including a reasonable fee for counsel, shall be paid by the violating Unit Owner. Inasmuch as the enforcement of the provisions of this Declaration and the Bylaws and such rules and regulations is essential for the protection of present and future Unit Owners, it is hereby declared that, for any breach thereof cannot be adequately compensated by recovery of damages, the Association or, in any proper case, any aggrieved Unit Owner or Owners, in addition to all other remedies, may require and shall be entitled to the remedy by injunction to restrain any such violation or breach or threatened violation or breach. Further, and except as otherwise provided in this Declaration, in any case of flagrant or repeated violation by a Unit Owner, then, in addition to the foregoing remedies, the Association may suspend temporarily the voting rights of a Unit Owner of the Condominium and/or levy summary charges against the Unit Owner for such violation, provided that no summary charges may be levied for more than \$25.00 for any one violation, but each day or time a violation is continued or repeated after written notice is given to the Unit Owner to cease and desist, it shall be considered a separate violation. Collection of summary charges may be enforced against a Unit Owner as if such charges were a common expense owed by the Unit Owner involved, and such charges may be added to and thereupon shall become part of that portion of any assessment next coming due to which the Unit Owner is subject. No delay, failure or omission on the part of the Association or any aggrieved Unit Owner or

Owners in exercising any right, power or remedy herein provided shall be construed as an acquiescence thereto or shall be deemed a waiver of the right to do so thereafter as to the same violation or breach, or as to a violation or breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement. No right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Association for or on account of any failure to bring any action on account of any violation or breach, or threatened violation or breach, of the provisions and regulations, however long continued, or for the imposing of provisions which may be unenforceable.

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

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

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

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

10. Rights of Holders, Insurers and Guarantors of First Mortgages, Secondary Purchase Money Mortgages, and Secondary Mortgages Held By Institutional Lenders. In addition to the rights of mortgagees elsewhere provided, the holder, insurer and guarantor of each first mortgage, secondary purchase money mortgage, and

secondary mortgage held by institutional lenders, or any insurer or guarantor of such mortgage, of a Condominium Unit shall (a) be entitled to written notice from the Association of any default by a Unit Owner in the performance of his obligations under this Declaration or the Bylaws or rules and regulations of the Association which is not cured within sixty (60) days, (b) be entitled to receive notice of and to designate a representative to attend and observe all meetings of Unit Owners, but not meetings of the Board of Directors of the Association, (c) be furnished copies of annual financial reports made to the Unit Owners, and (d) be entitled to timely written notice of any action that requires the written consent of a specified percentage of mortgage holders; provided, however, that such holder, insurer or guarantor shall first file with the Association a written request that notices of default, notices of meetings and copies of financial reports be sent to a named agent or representative of the holder, insurer or guarantor at an address stated in such notice. Further each holder, insurer or guarantor which is an institutional lender (i.e., a bank, savings and loan association, insurance company, FHA-approved mortgage lender, pension fund, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, mortgage banker or other lender generally recognized in the community as an institutional lender) or a generally recognized commercial or governmental insurer or guarantor (including, without limitation, the U.S. Veterans Administration and the Federal Housing Administration) shall, upon request, be entitled to inspect the books and records of the Association during normal business hours, and may, at the sole expense of such holder, insurer or guarantor, have an audited statement of the Association's books and records prepared if one is not otherwise available. Each Owner of a Condominium Unit, by acceptance of a deed or other conveyance therefor, consents to such notifications and information to be provided to any such party by the Association. Any notice rights given in other provisions of this Declaration to Mortgagees are hereby granted to all insurers or guarantors of the mortgages held by said Mortgagees.

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

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

13. Author. This Declaration was prepared by Randall M. Lipshutz, Lipshutz, Greenblatt & King, 2300 Harris Tower, 233 Peachtree Street, N.E., Atlanta, Georgia 30303.

IN WITNESS WHEREOF, the Association has signed and sealed this instrument, as of the day and year first above written.

Signed, sealed and delivered  
this 23<sup>rd</sup> day of August,  
1991, in the presence of:

J. P. Drake  
Unofficial Witness

Mary R. Rhodes

Notary Public  
MY COMMISSION EXPIRES  
JANUARY 22, 1993

MOUNT VERNON TOWERS CONDOMINIUM  
ASSOCIATION, INC.

By: J. P. Drake  
J. P. Drake, President

Attest: Barbara Goodwin  
Barbara Goodwin  
Secretary

[CORPORATE SEAL]





EXHIBIT "A"  
LEGAL DESCRIPTIONS

PHASE I TRACT

All that tract or parcel of land lying and being in Land Lots 71 and 89, 17th District, Fulton County, Georgia, according to that certain plat of survey prepared for Mount Vernon Towers, A Condominium, by Hill-Fister Engineers, Inc., bearing the certification of Randy Lamon Tibbitts, G.R.L.S. No. 2137, dated May 2, 1986, last revised June 5, 1986, and more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, begin at a point formed by the intersection of the eastern right-of-way of Roswell Road (a 65-foot right-of-way) and the northeastern right-of-way line of Johnson Ferry Road (an 80-foot right-of-way); thence southeasterly along the northeastern right-of-way line of Johnson Ferry Road 432.1 feet to an iron pin placed; continuing thence South 76 degrees 00 minutes 26 seconds East along said right-of-way line (which becomes Mount Vernon Highway) 330.97 feet to a point, which is the TRUE POINT OF BEGINNING; from the TRUE POINT OF BEGINNING as thus established, continuing thence South 76 degrees 00 minutes 26 seconds East along said right-of-way line 189.17 feet to an iron pin placed; thence leaving said right-of-way line and running North 04 degrees 22 minutes 16 seconds East 852.26 feet to an iron pin placed; running thence North 83 degrees 35 minutes 34 seconds West 329.08 feet to an iron pin found; running thence South 01 degrees 21 minutes 06 seconds East 317.51 feet to an iron pin placed; running thence South 01 degrees 21 minutes 06 seconds East 26.27 feet to a point; running thence South 85 degrees 37 minutes 44 seconds East 172.50 feet to a point; running thence South 04 degrees 22 minutes 16 seconds West 38.00 feet to a point; running thence North 85 degrees 37 minutes 44 seconds West 63.00 feet to a point; running thence South 04 degrees 22 minutes 16 seconds West 40.00 feet to a point; running thence North 85 degrees 37 minutes 44 seconds West 63.00 feet to a point; running thence South 04 degrees 22 minutes 16 seconds West 235.00 feet to a point; running thence South 40 degrees 37 minutes 44 seconds East 39.00 feet to a point; running thence South 85 degrees 37 minutes 44 seconds East 7.00 feet to a point; running thence South 04 degrees 22 minutes 16 seconds West 149.69 feet to the TRUE POINT OF BEGINNING; said tract being designated "Condominium Phase I Tract" and containing 4.713 acres on the above-referenced plat of survey, and being hereinafter referred to as the "Condominium Phase I Tract".

## PHASE II TRACT

All that tract or parcel of land lying and being in Land Lots 71 and 89, 17th District, Fulton County, Georgia, according to that certain plat of survey prepared for Mount Vernon Towers, A Condominium, by Hill-Fister Engineers, Inc., bearing the certification of Randy Lamon Tibbitts, G.R.L.S. No. 2137, dated May 2, 1986, last revised June 5, 1986, and more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, begin at the point formed by the intersection of the eastern right-of-way line of Roswell Road (a 65-foot right-of-way) and the northeastern right-of-way line of Johnson Ferry Road (an 80-foot right-of-way); thence southeasterly along the northeastern right-of-way line of Johnson Ferry Road 432.1 feet to an iron pin placed; thence leaving said northeastern right-of-way line and running North 02 degrees 05 minutes 18 seconds East 152.89 feet to an iron pin placed; running thence South 88 degrees 38 minutes 38 seconds East 39.97 feet to an iron pin found; running thence North 01 degrees 25 minutes 23 seconds East 100.29 feet to an iron pin found, which iron pin found is the TRUE POINT OF BEGINNING; from the TRUE POINT OF BEGINNING, as thus established, running thence North 88 degrees 35 minutes 34 seconds West 64.64 feet to an iron pin found; running thence North 01 degrees 58 minutes 17 seconds East 227.64 feet to an iron pin placed; running thence South 81 degrees 40 minutes 32 seconds East 261.65 feet to an iron pin placed; running thence South 01 degrees 21 minutes 06 seconds East 26.27 feet to a point; running thence South 85 degrees 37 minutes 44 seconds East 172.50 feet to a point; running thence South 04 degrees 22 minutes 16 seconds West 38.00 feet to a point; running thence North 85 degrees 37 minutes 44 seconds West 63.00 feet to a point; running thence South 04 degrees 22 minutes 16 seconds West 40.00 feet to a point; running thence North 85 degrees 37 minutes 44 seconds West 36.00 feet to a point; running thence South 04 degrees 22 minutes 16 seconds West 45.00 feet to a point; running thence North 85 degrees 37 minutes 44 seconds West 266.00 feet to a point; running thence South 01 degrees 25 minutes 23 seconds East 57.00 feet to an iron pin found and the TRUE POINT OF BEGINNING; said tract being designated "Condominium Phase II Tract (Additional Land)" and containing 1.356 acres on the above-referenced plat of survey; said tract being hereinafter referred to as the "Condominium Phase II Tract".

## SERVICE CENTER FACILITY TRACT

All that tract or parcel of land lying and being in Land Lots 71 and 89, 17th District, Fulton County, Georgia, according to that certain plat of survey prepared for Mount Vernon Towers, A Condominium, by Hill-Fister Engineers, Inc., bearing the

certification of Randy Lamon Tibbitts, G.R.L.S. No. 2137, dated May 2, 1986, last revised June 5, 1986, and more particularly described as follows:

BEGINNING at a point formed by the intersection of Roswell Road (a 65-foot right-of-way) and the northeastern right-of-way line of Johnson Ferry Road (an 80-foot right-of-way which becomes Mt. Vernon Highway); thence southeasterly along said northeastern right-of-way line of Johnson Ferry Road 432.1 feet to an iron pin placed; which is the TRUE POINT OF BEGINNING; from the TRUE POINT OF BEGINNING, as thus established, running thence along said right-of-way line South 76 degrees 00 minutes 26 seconds East 330.97 feet to a point, leaving said right-of-way line and running thence North 04 degrees 22 minutes 16 seconds East 149.69 feet to a point; running thence North 85 degrees 37 minutes 44 seconds West 7.00 feet to a point; running thence North 40 degrees 37 minutes 44 seconds West 39.00 feet to a point; running thence North 04 degrees 22 minutes 16 seconds East 190.00 feet to a point; running thence North 85 degrees 37 minutes 44 seconds West 266.00 feet to a point; running thence South 01 degrees 25 minutes 23 seconds West 157.29 feet to an iron pin found; running thence North 88 degrees 38 minutes 38 seconds West 39.97 feet to an iron pin placed; running thence South 02 degrees 05 minutes 18 seconds West 152.89 feet to an iron pin placed on the northeastern right-of-way line of Johnson Ferry Road and the TRUE POINT OF BEGINNING; said tract being designated "Service Center Facility Tract" and containing 2.283 acres on the above-referenced plat of survey.

# EXHIBIT "B"

## UNIT INFORMATION

### Exhibit C

This Exhibit sets forth the following information:

1. In Column (a) the identifying number of each condominium unit;
2. In Column (b) the type unit;
3. In Column (c) the fraction representing the share of (i) the undivided interest in the common elements and (ii) the common expenses and utility expenses of the Association, which are allocated to each condominium unit; and
4. In Column (d) the storage areas respectively assigned to each condominium unit (if any) as limited common elements.

(a)	(b)	(c)	(d)
Unit Identifying Number	Unit Model	Fraction Representing Share of Common Elements Common Expenses and Utility Expenses	Storage Areas Assigned To Units
A101	1 BR	.00308	1
A102	1 BR	.00308	1
A103	2 BR	.00379	1
A104	2 BR	.00379	1
A105	1 BR	.00308	1
A106	ALCOVE	.00290	1
A107	2 BR	.00379	1
A108	2 BR	.00379	1
A109	1 BR	.00308	1
A110	1 BR	.00308	1
A111	1 BR	.00308	1
A112	1 BR	.00308	1
A113	ALCOVE	.00290	1
A114	2 BR	.00379	1
A115	2 BR	.00379	1
A201	1 BR	.00308	1
A202	1 BR	.00308	1
A203	2 BR	.00379	1
A204	2 BR	.00379	1
A205	1 BR	.00308	1
A206	ALCOVE	.00290	1
A207	2 BR	.00379	1
A208	2 BR	.00379	1
A209	1 BR	.00308	1
A210	1 BR	.00308	1
A211	1 BR	.00308	1
A212	1 BR	.00308	1
A213	ALCOVE	.00290	1
A214	2 BR	.00379	1
A215	2 BR	.00379	1

(a) Unit Identifying Number	(b) Unit Model	(c) Fraction Representing Share of Common Elements Common Expenses and Utility Expenses	(d) Storage Areas Assigned To Units
A301	1 BR	.00308	1
A302	1 BR	.00308	1
A303	2 BR	.00379	1
A304	2 BR	.00379	1
A305	1 BR	.00308	1
A306	ALCOVE	.00290	1
A307	2 BR	.00379	1
A308	2 BR	.00379	1
A309	1 BR	.00308	1
A310	1 BR	.00308	1
A311	1 BR	.00308	1
A312	1 BR	.00308	1
A313	ALCOVE	.00290	1
A314	2 BR	.00379	1
A315	2 BR	.00379	1
A401	1 BR	.00308	1
A402	1 BR	.00308	1
A403	2 BR	.00379	1
A404	2 BR	.00379	1
A405	1 BR	.00308	1
A406	ALCOVE	.00290	1
A407	2 BR	.00379	1
A408	2 BR	.00379	1
A409	1 BR	.00308	1
A410	1 BR	.00308	1
A411	1 BR	.00308	1
A412	1 BR	.00308	1
A413	ALCOVE	.00290	1
A414	2 BR	.00379	1
A415	2 BR	.00379	1
A501	1 BR	.00308	1
A502/304	1BR/2BR	.00687	2
A503	2 BR	.00379	1
A505	1 BR	.00308	1
A506	ALCOVE	.00290	1
A507	2 BR	.00379	1
A508	2 BR	.00379	1
A509	1 BR	.00308	1
A510	1 BR	.00308	1
A511	1 BR	.00308	1
A512	1 BR	.00308	1
A513	ALCOVE	.00290	1
A514	2 BR	.00379	1
A515	2 BR	.00379	1

(a)	(b)	(c)	(d)
Unit Identifying Number	Unit Model	Fraction Representing Share of Common Elements Common Expenses and Utility Expenses	Storage Areas Assigned To Units
A601	1 BR	.00308	1
A602	1 BR	.00308	1
A603	2 BR	.00379	1
A604	2 BR	.00379	1
A605	1 BR	.00308	1
A606	ALCOVE	.00290	1
A607	2 BR	.00379	1
A608	2 BR	.00379	1
A609	1 BR	.00308	1
A610	1 BR	.00308	1
A611	1 BR	.00308	1
A612	1 BR	.00308	1
A613	ALCOVE	.00290	1
A614	2 BR	.00379	1
A615	2 BR	.00379	1
A701	1 BR	.00308	1
A702	1 BR	.00308	1
A703	2 BR	.00379	1
A704	2 BR	.00379	1
A705	1 BR	.00308	1
A706	ALCOVE	.00290	1
A707	2 BR	.00379	1
A708	2 BR	.00379	1
A709	1 BR	.00308	1
A710	1 BR	.00308	1
A711	1 BR	.00308	1
A712	1 BR	.00308	1
A713	ALCOVE	.00290	1
A714	2 BR	.00379	1
A715	2 BR	.00379	1
A801	1 BR	.00308	1
A802	1 BR	.00308	1
A803	2 BR	.00379	1
A804	2 BR	.00379	1
A805	1 BR	.00308	1
A806	ALCOVE	.00290	1
A807	2 BR	.00379	1
A808	2 BR	.00379	1
A809	1 BR	.00308	1
A810	1 BR	.00308	1
A811	1 BR	.00308	1
A812	1 BR	.00308	1
A813	ALCOVE	.00290	1
A814	2 BR	.00379	1
A815	2 BR	.00379	1

(a)	(b)	(c)	(d)
Unit Identifying Number	Unit Model	Fraction Representing Share of Common Elements Common Expenses and Utility Expenses	Storage Areas Assigned To Units
A901	1 BR	.00308	1
A902	1 BR	.00308	1
A903	2 BR	.00379	1
A904	2 BR	.00379	1
A905	1 BR	.00308	1
A906	ALCOVE	.00290	1
A907	2 BR	.00379	1
A908	2 BR	.00379	1
A909	1 BR	.00308	1
A910	1 BR	.00308	1
A911	1 BR	.00308	1
A912	1 BR	.00308	1
A913	ALCOVE	.00290	1
A914	2 BR	.00379	1
A915	2 BR	.00379	1
A1001	1 BR	.00308	1
A1002	1 BR	.00309	1
A1003	2 BR	.00379	1
A1004	2 BR	.00380	1
A1005	1 BR	.00308	1
A1006	ALCOVE	.00291	1
A1007	2 BR	.00379	1
A1008	2 BR	.00380	1
A1009	1 BR	.00308	1
A1010	1 BR	.00309	1
A1011	1 BR	.00308	1
A1012	1 BR	.00309	1
A1013/1015	ALCOVE/2 BR	.00670	2
A1014	2 BR	.00380	1
B101/103/105	1 BR/1 BR/1 BR	.00924	3
B102	1 BR	.00308	1
B104	1 BR	.00308	1
B106	2 BR	.00379	1
B107	1 BR	.00308	1
B108	1 BR	.00308	1
B109	1 BR	.00308	1
B110	2 BR	.00379	1
B111	1 BR	.00308	1
B112	1 BR	.00308	1
B113	2 BR	.00379	1
B114	2 BR	.00379	1
B115	2 BR	.00379	1

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(a)	(b)	(c)	(d)
Unit Identifying Number	Unit Model	Fraction Representing Share of Common Elements Common Expenses and Utility Expenses	Storage Areas Assigned To Units
B201	1 BR	.00308	1
B202	1 BR	.00308	1
B203	1 BR	.00308	1
B204	1 BR	.00308	1
B205	1 BR	.00308	1
B206	2 BR	.00379	1
B207	1 BR	.00308	1
B208	1 BR	.00308	1
B209	1 BR	.00308	1
B210	2 BR	.00379	1
B211	1 BR	.00308	1
B212	1 BR	.00308	1
B213	2 BR	.00379	1
B214	2 BR	.00379	1
B215	2 BR	.00379	1
B301	1 BR	.00308	1
B302	1 BR	.00308	1
B303	1 BR	.00308	1
B304	1 BR	.00308	1
B305	1 BR	.00308	1
B306	2 BR	.00379	1
B307	1 BR	.00308	1
B308	1 BR	.00308	1
B309	1 BR	.00308	1
B310	2 BR	.00379	1
B311	1 BR	.00308	1
B312	1 BR	.00308	1
B313	2 BR	.00379	1
B314	2 BR	.00379	1
B315	2 BR	.00379	1
B401	1 BR	.00308	1
B402	1 BR	.00308	1
B403	1 BR	.00308	1
B404	1 BR	.00308	1
B405	1 BR	.00308	1
B406	2 BR	.00379	1
B407	1 BR	.00308	1
B408	1 BR	.00308	1
B409	1 BR	.00308	1
B410	2 BR	.00379	1
B411	1 BR	.00308	1
B412	1 BR	.00308	1
B413	2 BR	.00379	1
B414	2 BR	.00379	1
B415	2 BR	.00379	1



(a)	(b)	(c)	(d)
Unit Identifying Number	Unit Model	Fraction Representing Share of Common Elements Common Expenses and Utility Expenses	Storage Areas Assigned To Units
B501	1 BR	.00308	1
B502	1 BR	.00308	1
B503	1 BR	.00308	1
B504	1 BR	.00308	1
B505	1 BR	.00308	1
B506	2 BR	.00379	1
B507	1 BR	.00308	1
B508	1 BR	.00308	1
B509	1 BR	.00308	1
B510	2 BR	.00379	1
B511	1 BR	.00308	1
B512	1 BR	.00308	1
B513	2 BR	.00379	1
B514	2 BR	.00379	1
B515	2 BR	.00379	1
B601	1 BR	.00308	1
B602	1 BR	.00308	1
B603	1 BR	.00308	1
B604	1 BR	.00308	1
B605	1 BR	.00308	1
B606	2 BR	.00379	1
B607	1 BR	.00308	1
B608	1 BR	.00308	1
B609	1 BR	.00308	1
B610	2 BR	.00379	1
B611/613	1 BR/2 BR	.00687	2
B612	1 BR	.00308	1
B614	2 BR	.00379	1
B615	2 BR	.00379	1
B701	1 BR	.00308	1
B702	1 BR	.00308	1
B703	1 BR	.00308	1
B704	1 BR	.00308	1
B705	1 BR	.00308	1
B706	2 BR	.00379	1
B707	1 BR	.00308	1
B708	1 BR	.00308	1
B709	1 BR	.00308	1
B710	2 BR	.00379	1
B711	1 BR	.00308	1
B712	1 BR	.00308	1
B713	2 BR	.00379	1
B714	2 BR	.00379	1
B715	2 BR	.00379	1

(a)	(b)	(c)	(d)
Unit Identifying Number	Unit Model	Fraction Representing Share of Common Elements Common Expenses and Utility Expenses	Storage Areas Assigned To Units
B801	1 BR	.00308	1
B802	1 BR	.00308	1
B803	1 BR	.00308	1
B804	1 BR	.00308	1
B805	1 BR	.00308	1
B806	2 BR	.00379	1
B807	1 BR	.00308	1
B808	1 BR	.00308	1
B809	1 BR	.00308	1
B810	2 BR	.00379	1
B811	1 BR	.00308	1
B812	1 BR	.00308	1
B813	2 BR	.00379	1
B814	2 BR	.00379	1
B815	2 BR	.00379	1
B901	1 BR	.00308	1
B902	1 BR	.00308	1
B903	1 BR	.00308	1
B904	1 BR	.00308	1
B905	1 BR	.00308	1
B906	2 BR	.00377	1
B907	1 BR	.00308	1
B908	1 BR	.00308	1
B909	1 BR	.00308	1
B910	2 BR	.00379	1
B911	1 BR	.00308	1
B912	1 BR	.00308	1
B913	2 BR	.00379	1
B914	2 BR	.00379	1
B915	2 BR	.00379	1
B1001	1 BR	.00308	1
B1002	1 BR	.00309	1
B1003	1 BR	.00308	1
B1004	1 BR	.00309	1
B1005	1 BR	.00308	1
B1006	2 BR	.00380	1
B1007	1 BR	.00308	1
B1008	1 BR	.00309	1
B1009	1 BR	.00308	1
B1010	2 BR	.00380	1
B1011	1 BR	.00308	1
B1012	1 BR	.00309	1
B1013	2 BR	.00379	1
B1014	2 BR	.00380	1
B1015	2 BR	.00379	1

AFFIDAVIT OF COMPLIANCE  
WITH AMENDMENT REQUIREMENTS

STATE OF GEORGIA  
COUNTY OF FULTON

The undersigned, J.P. Drake, having first been duly sworn, states under oath as follows:

I am J.P. Drake, and am the duly elected and currently serving President of Mount Vernon Towers Condominium Association, Inc.

On July 10, 1991, a special meeting of the members of Mount Vernon Towers Condominium Association, Inc., was held pursuant to notice, which notice specified that a vote would be taken to adopt the Amended and Restated Declaration of Condominium for Mount Vernon Towers, a Condominium.

At said meeting, the required vote of two-thirds (2/3) of the total votes in the Association voted in favor of adoption of the Amended and Restated Declaration of Condominium for Mount Vernon Towers, a Condominium, to which Amended and Restated Declaration, as approved, this affidavit is attached.

The Declaration as adopted bears my signature as President, the attestation of the Corporate Secretary, and the seal of the Association.

Further, Affiant sayeth not.

Dated this 23rd day of August, 1991.

Sworn to and subscribed before me  
this 23rd day of August,  
1991:

Mary R. Rhodes  
Notary Public  
MY COMMISSION EXPIRES  
JANUARY 22, 1993

N. P.  
SEAL

J.P. Drake  
J.P. Drake

De. . Book 34114 Pg 44

2023-0041907

Juanita Hicks

Fulton County, Georgia

(404) 688-2300

## Fulton County, Georgia records

## MOUNT VERNON TOWERS, A CONDOMINIUM

Reference:  
Deed Book 10153, Page 1  
and  
Deed Book 14537, page 31  
Fulton County, Georgia records

STATE OF GEORGIA  
COUNTY OF FULTON

AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM  
FOR MOUNT VERNON TOWERS, A CONDOMINIUM

This Amendment is made and entered into by Mount Vernon Towers Condominium  
Association, Inc. (the "Association")

WHEREAS, the Declaration of Mount Vernon Towers, A Condominium (the "Declaration")  
was recorded on June 13, 1986, in Deed Book 10153, Page 1, et. Seq., Fulton County Georgia  
records; and

WHEREAS, the Declaration has been previously amended by that Amended and Restated  
Declaration of Condominium for Mount Vernon Towers, A Condominium on August 28, 1991, in  
Deed Book 14537, Page 31, et seq., Fulton County, Georgia records; and

WHEREAS, the Association desires to amend certain provisions of the Declaration; and

WHEREAS, pursuant to Article IX, Section 1 of the Declaration, the Declaration may be  
amended by the assent of Unit Owners having at least two-thirds (2/3) majority of the total vote of  
the Association; and

WHEREAS, the required assent of Unit Owners having at least two-thirds (2/3) majority of  
the total vote of the Association was obtained and

WHEREAS, the sworn statement of the President of the Association is attached hereto,  
which states unequivocally that the agreement of the required majority was lawfully obtained;

NOW THEREFORE, the Declaration is hereby amended as follows;

Article IX is amended to add the following new Section 14:

14. Suspension of Use or Common Elements and Common Utilities. The

Association may suspend the rights of a Unit Owner to use certain of the common elements as provided in this Declaration. No such suspension shall deny any Unit Owner or occupants access to the Unit owned or occupied. Except as hereinafter set forth, no suspension shall cause any hazardous or unsanitary condition to exist. Any water, gas, electricity, heat and air conditioning services provided to a Unit or Unit Owner by the Association may be terminated for failure to pay assessments and other amounts due to the Association, pursuant to O.C.G.A. § 44-3-109(a) subject to the suspension standards and notice requirements imposed on the institutional providers providing such services to the Association. Such services may only be terminated after a final judgment or final judgments in excess of a total of \$750.00 are obtained in favor of the Association from a court of competent jurisdiction. The Association shall not be required to restore any terminated services until the judgment or judgments are paid in full. All expenses for termination of any services pursuant to this Section shall become part of the lien and assessments due by and changeable to the Unit Owner.

IN WITNESS WHEREOF, the under signed officers of Mount Vernon Towers Condominium

Association, Inc. hereby certify that the above Amendment to the Declaration was duly adopted by

the required majority of the Association and its membership.

This January 8<sup>th</sup> day of 2003

Sworn to and subscribed to before me this January 8<sup>th</sup> day of 2003

MOUNT VERNON TOWERS CONDOMINIUM ASSOCIATION, INC.

By: H. Thomas Miller

Witness [Signature]

President Phil Sudan

Print Name [Signature]

Notary Public [Signature] Notary Public, Fulton County, Georgia  
My Commission Expires Feb. 8, 2004

[Affix notary seal and date of expiration of commission]



Attest:

Secretary Barbara Goodwin

Print Name: Barbara Goodwin

[CORPORATE SEAL]



## STATE OF GEORGIA COUNTY OF FULTON

**I am the duly elected and currently serving as**

**President of Mount Vernon Towers Condominium Association, Inc.**

The required assent of Unit Owners having at least two-thirds (2/3) majority of the total vote of the Association was obtained, pursuant to Article IX, Section 1 of the Declaration, having received the affirmative vote to adoption of the attached Amendment to the Amended and Restated Declaration of Condominium for Mount Vernon Towers, A Condominium. All notices required by the Declaration, the Bylaws or the Georgia Condominium Act were duly given.

The Amendment to the Declaration as adopted bears my signature as President, the attestation of the Corporate Secretary, and the seal of the Association.

Sworn to and subscribed to before me this January 8<sup>th</sup> day of 20 03 :

Notary Public  
Signature: Susan Payne  
Notary Public, Fulton County, Georgia  
My Commission Expires Feb. 8, 2004

Phil Rudolph

**President Mount Vernon Towers Condominium Association, Inc.**

Deed Book 34114 Pg 47  
Juamita Hicks  
Clerk of Superior Court  
Fulton County, Georgia

Record and Return to:  
Randall M Lipshutz  
LIPSHUTZ GREENBLATT LLC  
100 Crescent Centre Parkway  
Suite 200  
Tucker, Georgia 30084  
(404) 688-2300

**Reference:**  
**Deed Book 14537, Page 31**  
**Deed Book 34114, Page 44**  
**Fulton County, Georgia records**

STATE OF GEORGIA  
COUNTY OF FULTON

**SECOND AMENDMENT TO THE AMENDED AND RESTATED DECLARATION  
OF CONDOMINIUM FOR MOUNT VERNON TOWERS CONDOMINIUM**

This Amendment is made and entered into by Mount Vernon Towers Condominium Association, Inc., a Georgia nonprofit corporation, (hereinafter called the "Association").

WHEREAS, the Amended and Restated Declaration of Condominium for Mount Vernon Towers , A Condominium ("the Declaration") was recorded on August 28, 1991, in Deed Book 14537, Page 31, et seq., Fulton County Georgia records; and

WHEREAS, an Amendment to the Declaration of Condominium for Mount Vernon Towers, A Condominium was recorded on January 31, 2003, in Deed Book 34114, Page 44, et seq., Fulton County Georgia records; and

WHEREAS, the Association and its members desire to amend certain provisions of the Declaration; and

WHEREAS, pursuant to Article IX, Section 1 of the Declaration and O.C.G.A. § 44-3-93, the Declaration may be amended by the assent of Unit Owners having at least two-thirds (2/3)



majority of the total vote of the Association; and

WHEREAS, the required assent of unit Owners having at least two-thirds (2/3) majority of the total vote of the Association was obtained; and

WHEREAS, the sworn statement of the President of the Association is attached hereto, which certifies unequivocally that the agreement of the required majority was lawfully obtained;

NOW THEREFORE, the Declaration is hereby amended as follows:

1.

Article VII. Insurance, is hereby deleted in its entirety and is replaced to read as follows:

1. Insurance Coverage.

(a) The Association shall obtain and maintain at all times as a common expense the insurance required by the Georgia Condominium Act (the "Act") at O.C.G.A. § 44-3-107, and by the various provisions of the Declaration, and the Bylaws or as otherwise required by law, and such other insurance as the Board of Directors may deem appropriate. Notwithstanding any future change in the Act, such insurance shall at all times include:

(i) A property insurance policy or policies affording fire and extended coverage insurance for and in an amount consonant with the full insurable replacement cost, less deductibles as determined by the Board, of all buildings and structures within the Condominium. Regardless of the boundaries of the condominium units, the insurance required by this Article shall include, without limitation, all portions of each building which are common elements including limited common elements, all foundations, roofs, roof structures, and exterior walls, including windows and doors and the framing therefor, and those portions of the Units the Association is required to insure.

(ii) A commercial general liability insurance policy or policies affording coverage

for bodily injury and property damage in an amount not less than one million dollars (\$1,000,000.00) for a single occurrence and two million dollars (\$2,000,000.00) aggregate. The policy or policies shall cover the Association, the Board of Directors and officers of the Association, all agents and employees of the Association, and all Unit Owners and other persons entitled to occupy any Unit or other portion of the Condominium for occurrences commonly insured against arising out of or in connection with the use, ownership, or maintenance of the Common Elements or other portions of the Condominium which the Association has the responsibility to maintain;

(iii) Any additional types and amounts of insurance coverage as may be specified in the Declaration and Bylaws.

(b) Unless otherwise provided in the Declaration or Bylaws, in the event of damage or destruction of any Unit by a casualty covered under insurance required to be maintained by the Association pursuant to the Act or under insurance otherwise maintained by the Association, the Association shall cause the Unit to be restored. Unless otherwise provided in the Declaration or Bylaws, any funds required for such restoration in excess of the insurance proceeds, excluding improvements or betterments made by the Unit Owners, shall be a common expense shared by all the Unit Owners rather than an individual expense to be borne entirely by the owner of the Unit which was damaged or destroyed. The Association may allocate equitably the payment of a reasonable insurance deductible between the Association and the Unit Owners affected by a casualty; provided, however, that the amount of deductible which can be allotted to any one Unit Owner for a casualty against which the Association is required by the Act to insure shall not exceed five thousand (\$5,000.00) dollars (or such greater amount as may be allowed by the Act) per casualty loss covered under any insurance required to be maintained by the Association under the Act. For

additional insurance coverage maintained by the Association but not required by the Act, the Association may determine the amount of any deductible for such additional coverage in the discretion of the Board of Directors. This limitation shall not preclude an allocation to a Unit Owner pursuant to the first sentence of Article V, Section 3.

2. Mortgagees. In the event of substantial damage to or destruction of any Unit or any part of the common elements, the holder of any first mortgage on a Condominium Unit shall be entitled to timely written notice of any such damage or destruction, and no provision of this declaration or of any other document establishing the Condominium shall entitle the Owner of a Condominium Unit or other party to priority over such holder with respect to the distribution of any insurance proceeds with respect to such Condominium Unit. Any mortgage holder, insurer or guarantor shall be entitled to timely written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

3. Unit Owners' Insurance.

(a) With respect to any insurable event which is excluded by the Association's hazard insurance policy, any Unit Owner shall have the right to obtain coverage in such Unit Owner's name against said event (i) covering such Unit Owner's undivided interest in the common elements; and/or (ii) covering any portion of the common elements damage to which will directly and adversely affect the use of such Owner's Unit or may result in damage to such Owner's Unit or the contents thereof. Nothing contained in the foregoing shall relieve the Association of its duty to maintain the insurance required by the Act and this Declaration. Each Unit Owner may obtain insurance at his own expense, affording coverage upon his personal property, as well as upon any improvements and betterments he may make to his unit, or as may be required by law. Insofar as may be permitted by law, each such policy acquired by a Unit Owner shall contain a waiver of subrogation as to any

claims against the Association and of any defense based on co-insurance.

(b) The Board of Directors may, to the extent permitted by applicable law, require any Unit Owner to carry liability, personal property, and/or other insurance with respect to the occupancy of such Owner's Unit and to furnish copies of any policies required to be obtained to the Association, if the Board determines that such coverage is reasonably necessary to protect the interests of the Association and/or other Unit Owners and if the Board requires all Unit Owners engaged in similar activities to obtain similar insurance coverage. No Unit Owner shall be entitled to exercise his right to maintain insurance coverage in such a manner as to diminish or affect any recovery or payment which may be realized under any insurance policy carried by the Association.

2.

Except as expressly modified herein, the Declaration and prior amendments hereto shall remain in full force and effect after the recording of this Amendment. This Amendment to be effective upon the date of recording.

IN WITNESS WHEREOF, the undersigned officers of Mt. Vernon Towers Condominium Association, Inc. hereby certify that the above Second Amendment to the Declaration was duly adopted by the agreement of the required majority was lawfully obtained.

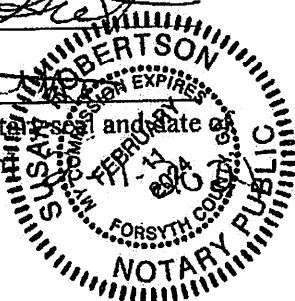
This 4 day of March, 2021

**MOUNT VERNON TOWERS CONDOMINIUM  
ASSOCIATION, INC.**

Sworn to and subscribed to before me  
this 4 day of March, 2021

Nicole West  
Witness

Susan Robertson  
Notary Public [Affix notary seal and date of  
expiration of commission]



By: [Signature]  
President

Print Name: BRIAN GREENBERG

Attest: [Signature]  
Secretary

Print Name: Lorraine Horner

[CORPORATE SEAL]

**AFFIDAVIT OF COMPLIANCE  
WITH AMENDMENT REQUIREMENTS**

STATE OF GEORGIA  
COUNTY OF FULTON

The undersigned, , having first been duly sworn,  
states under oath as follows:

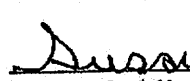
I am Brian Greenberg and am the duly elected and currently serving President  
PRESIDENT  
of Mount Vernon Towers Condominium Association, Inc.

The required agreement of two-thirds (2/3) of the total votes in the Association was obtained,  
pursuant to Article IX, Section I of the Declaration, having received the affirmative vote or written  
consents, or a combination of affirmative votes and written consents, to adoption of the attached  
Amendment to the Amended and Restated Declaration of Condominium for Mount Vernon Towers,  
A Condominium. All notices required by the Declaration, the Bylaws or the Georgia Condominium  
Act were duly given.

The Second Amendment to the Declaration as adopted bears my signature as President, the  
attestation of the Corporate Secretary, and the seal of the Association.

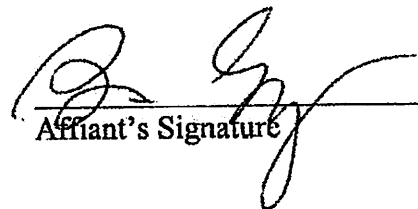
Further, Affiant sayeth not.

Sworn to and subscribed before me this  
4 day of March, 2021:

  
Notary Public

[Affix notary seal and date of  
commission] 2-11-2024



  
Affiant's Signature