



A History of Lions Gate

A Townhome Community in Druid Hills

By Bill Stewart

Lions Gate is a condominium complex of 84 townhomes located at 1492 Ponce de Leon Avenue in Atlanta, Georgia. It is a great place to live, but how did it come to be? What is the history of this place? Are there things we need to know as residents to have our sense of place? Who came before us?

Before Lions Gate

In her book *Atlanta's Ponce de Leon Avenue: A History*, Sharon Foster Jones says:

Atlanta...was carved through Creek Indian country during the War of 1812. Three strong men struck out from Fort Daniel in Gwinnett County, chopping through woods and weeds, over hills and through marshy valleys, until they reached Fort Peachtree in what is now western Atlanta. They came by way of [what is now Ponce de Leon Avenue]. Upon reaching Fort Peachtree, the men hired helpers, turned around, and built a road back from whence they had come [Peachtree Trail from Atlanta to Flowery Branch]....

From *The Druid Hills News*, "A History of Emory Village in Druid Hills: Part One" by J.J. Williams:

In 1821, the area now known as Druid Hills was surrendered to the Georgia government by Native American inhabitants, who moved further north. The land was surveyed into land lots of 202.5 acres. In a land lottery, Georgians could draw for the new lots. John Gerdine Johnson won or amassed most of the land between the present-day streets of Ponce de Leon, Briarcliff, North Decatur, and Lullwater.



The Johnson Family, who owned much land north of Ponce de Leon and west of Lullwater, including land now occupied by Lions Gate.

The years before and during the Civil War brought more changes. According to Sharon Jones:

A few years after the original Peachtree Road was built, pioneering families began to farm the region that later became Ponce de Leon Avenue.... Two families controlled most of the land: the Todds and the Medlocks. John Williams Medlock (1803-1882)...and his wife...farmed their land around Ponce de Leon Avenue [and] made their home near a spring on land that is now near Grace United Methodist Church on Ponce de Leon Avenue.... The Civil War devastated the city in the summer of 1864 when the Northern armies, led by General William T. Sherman, came through Georgia on their way to the sea and took Atlanta. There was fighting on the antebellum farms of Ponce, forts were built, breastworks dug, and foliage removed. The families abandoned their farms and fled Atlanta, returning to the ruined land after the war ended....

Williams adds, "Cox's Division of the Federal Army Corp camped along the bottom lands of Peavine Creek in 1864. The site of the encampment included part of the current [Druid Hills] Golf Course (then the Paden Farm) and what is now the CVS parking lot." And Jones continues, "In 1866, Sarah Medlock wrote her daughter...about the family's war experiences... 'There has been thousands of pounds of lead picked up on our land. People supported their family picking up lead. They got 50 cents a pound before the surrender....'"

Around 1890, Atlanta entrepreneur, neighborhood developer, and streetcar mogul Joel Hurt bought 1,492 acres of land from the Johnson family as the Kirkwood Land Company for \$63,000. This land later became the Druid Hills neighborhood. He sought out the help of Frederick Law Olmsted Sr. in laying out the subdivision. Olmsted was the country's premier landscape designer in the 19th century, designing such outdoor wonders as Central Park in New York City; the Biltmore Estate grounds in Asheville, North Carolina; Riverside in Chicago, Illinois; and the Capitol grounds in Washington, D.C. Olmsted submitted a proposed plan to Hurt in 1893.

In 1908, George Washington Adair Jr. (1873-1920) and his brother Forrest Adair (1865-1936), with help from Asa Candler Sr. (Coca-Cola Company) and Preston Arkwright (Georgia Power president), bought land from Joel Hurt for \$500,000 and finished Hurt's and Frederick Law Olmsted's plan of developing the neighborhood of Druid Hills. The Adairs were the only real estate agents allowed to sell the Druid Hills property. About 1910, the two brothers also built houses in the Druid Hills section of Ponce de Leon Avenue.



The home of George Adair, on the site of what is now Lions Gate Condominiums.

By the 1950s, many of the magnificent homes along Ponce de Leon were in very bad condition and the area was in need of revitalization. George Washington Adair's home is reported to have been a Christian boarding house for women who worked in the city. In the late 1960s, George Adair's house was torn down. In the early 1970s, Forrest Adair's house at 1328 Ponce was divided into condominiums and George Adair's former house at 1492 Ponce was replaced with the townhomes called Lions Gate.

Then Lions Gate

On March 18, 1973, an *Atlanta Journal-Constitution* photo-article reported that Baier Corporation completed the first of 54 condo units at Lions Gate in 1972. The units started at \$47,000 and were categorized as a solution to the problem of how to build "quality housing in an established neighborhood." Forty percent of the units had been sold at that time. By 1976, the complex had been expanded to 84 units, its current configuration. A February 1976 advertisement in the *AJC* indicates that Spratlin Associates Incorporated were the exclusive sales agents for the property. The advertisement says that the property offers an opportunity to "Enjoy quiet 'In-Town' living in elegant Druid Hills. Live near all Atlanta's big-city attractions." The ad goes on to note Lions Gate's lovely landscaping, architectural details, and attractive amenities. All still true today.



Another "War" Nearby

An important part of many of Olmsted's landscape designs was a "parkway" concept. That concept was incorporated into the Druid Hills design as a string of six park areas from west to east: Springdale, Virgilee, Oak Grove, Shadyside, Dellwood, and Deepdene. Olmsted liked to provide a link via a picturesque road or trolley line from urban development to residential development, thus allowing the traveler to experience nature and its calming effects to and from the city and home. By the 1950s, these parks had suffered the general decline experienced up and down Ponce de Leon.



A streetcar line, built in 1925, ran from downtown to the intersection of Ponce de Leon and East Lake Drive.

According to Gale Walldorf in “The Fight for Our Park – A Retrospective,” the Georgia Department of Transportation (GDOT) developed a highway concept in the 1950s to connect Atlanta with Stone Mountain and other areas east of the city. Over 500 homes were acquired for right-of-way, but, due to public opposition, the road was not built, leaving over 200 acres of prime in-town real estate overgrown with kudzu and weeds. Over the years, four major highway projects were proposed, and all were defeated by the neighborhoods surrounding the proposed routings. In 1980 and early 1981, rumors circulated that the GDOT was planning another road project through the abandoned right-of-way. This new plan, called the Presidential Parkway, was a serious proposal that had important political backing including that of Atlanta Mayor Andrew Young, GDOT Commissioner Tom Moreland, and former President Jimmy Carter.

The plan was to extend the roadway from a stud on Boulevard through the Old Fourth Ward, Inman Park, Goldsboro Park, Candler Park, and finally into Shadyside Park where it would merge onto Ponce de Leon in front of the Druid Hills Golf Club. The seven neighborhoods involved along the routing formed a coalition called CAUTION (Citizens Against Unnecessary Thoroughfares in Older Neighborhoods). The coalition acted as the legal arm of the effort to stop the roadway work, raised funding for legal fees, hired transportation experts, and prepared the neighborhood response to the Environmental Impact Statement. Hundreds of volunteers were called upon to make yard signs, attend meetings, distribute fliers, and man phone trees. More than 3,000 citizens attended the public hearing. CAUTION and the Olmsted Parks Society traveled to Washington to make a presentation to the Council on Environmental Quality.

As legal options seemed about exhausted, a new group of neighborhood activists called the Roadbusters emerged. They set up what was called Tent City in Shadyside Park, across the bridge just east of Lions Gate, where they conducted training sessions on nonviolent protests and became masters in guerrilla marketing. The GDOT had begun to clear the proposed right-of-way and had cut down more than 350 trees. The Roadbusters took action and climbed trees, where they sat as several trees were cut down. They climbed into trenches in front of the bulldozers, and as many as fifty people were arrested in a single day. Lawyers were ready with legal assistance to bail them out of jail. In 1985, a Fulton County judge issued an injunction to halt construction, but it took five more years of protests and legal maneuvering before DeKalb County Superior Court Judge Clarence Seeliger directed the parties to mediation. In 1991, the Justice Center of Atlanta was asked to organize the process. Under the guidance of a nationally known mediator, the City of Atlanta, the DOT, and neighborhood representatives worked out a compromise that today is known as Freedom Parkway. Many Lions Gate residents were active participants in this saga.

In 1997, the Olmsted Linear Park Alliance was formed to support restoration of the six Olmsted parks. Through their efforts and the efforts of countless volunteers, the Olmsted parks are the beautiful, peaceful landscapes we enjoy today.

Lions Gate Anecdotes

Beginning in 1972, propane gas was supplied by the Lions Gate Condominium Association to all units in the complex for use in their fireplaces from a storage tank in the northwest corner of the site. The propane costs were included in the monthly condominium fees until discontinuing that service benefited the community.

Similarly, potable water was supplied to each unit in the complex as part of the condominium fees until 2012. In that year, individual water meters were installed, reducing water usage in 2013 by 51 percent. The costs of the project were recovered in 18 months of water bill savings.

According to former resident Pete Trammell, the area to the northwest of the property, along Lullwater Place, was a community garden before Phase III of the complex was built. "We each had a plot," he said.

The complex experienced its second fire and first major fire in 2013. A fire that started in a trash containment area outside 1 Prescott Walk rapidly spread up the exterior wall and into the unit, doing significant damage. The unit was completely repaired over the next year and returned to service. In a more humorous incident, this land was used for farming in the 19th century, and one resident tried to do that again in the late 20th century by keeping potbellied pigs on his patio. That is now a specific no-no in the community Bylaws.

Otherwise, pets are important to us. Enough acreage to allow pet owners to walk their dogs without leaving the property is a real plus. All the dog owners seem to know each other from these early and late walks. One story told in the group is about a resident having learned that a neighbor could not walk a dog because of illness, so she took on the task for the sick neighbor and got the better of the deal by improved health and friendships.

Even more so, our children are important to us. Many families locate in Lions Gate for the excellent proximity to SPARK Elementary, Paideia School, and Emory University. Not too many years ago, one young neighbor almost got into trouble with Santa Claus when she took his cookies to a neighbor as a welcome gift. Mom and Dad saved the day with an emergency rebake. A "more mature" resident reports, "From my favorite summer perch at the community swimming pool, I have seen kids grow from shy toddlers hiding behind their mothers to beautiful young adults making their way in the world. I feel as though members of my family have grown up, and I am so proud of them."

Farming, harvesting, and festival times are linked in the story of Lions Gate. Add to those three ingredients an international living experience, intense curiosity about U.S. culture, and a sense of community, and you have the magic mixture that leads to community-wide celebrations, parties, and even trick-or-treating for young folk of all ages at Halloween.

Relic of the Past or Resource of the Future?

So, what does the future hold for Lions Gate? Do we pass away like the Johnson Farm or George Adair's house? To be continued!

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EXHIBIT "C"

BYLAWS
OF
LION'S GATE CONDOMINIUM ASSOCIATION, INC.

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

Attorneys

Fifteenth Floor
1349 West Peachtree Street
Atlanta, Georgia 30309
(404) 885-9215

- TABLE OF CONTENTS -

Page

I.	GENERAL	
	1. Applicability	1
	2. Name	1
	3. Definitions	1
	4. Membership	1
	5. Entity Members	1
	6. Voting	1
	7. Majority	1
	8. Purpose	2
II.	MEETINGS OF MEMBERS	
	1. Annual Meetings	2
	2. Special Meetings	2
	3. Notice of Meetings	2
	4. Waiver of Notice	2
	5. Quorum	2
	6. Adjournment	3
	7. Proxy	3
	8. Action Without a Meeting	3
	9. Order of Business	3
III.	BOARD OF DIRECTORS	
	A. <u>Composition and Selection.</u>	
	1. Composition	4
	2. Term of Office	4
	3. Removal of Members of the Board of Directors	4
	4. Vacancies	4
	5. Compensation	4
	6. Director Conflicts of Interest	4
	7. Nomination	5
	8. Elections	5
	B. <u>Meetings.</u>	
	9. Regular Meetings	5
	10. Special Meetings	5
	11. Waiver of Notice	5
	12. Conduct of Meetings	5
	13. Open Meetings	5
	14. Action Without a Meeting	5
	C. <u>Powers and Duties.</u>	
	15. Powers and Duties	6
	16. Management Agent	7
	17. Borrowing	7
	18. Liability and Indemnification of Officers and Directors	7

D. Committees

19. Architectural Control Committee	8
20. Other Committees	8
21. Service on Committees	8

IV. OFFICERS

1. Designation	8
2. Election of Officers	8
3. Removal of Officers	8
4. Vacancies	8
5. President	8
6. Vice President	8
7. Secretary	8
8. Treasurer	9
9. Other Officers	9
10. Agreements, Contracts, Deeds, Leases, Etc	9

V. RULE MAKING AND ENFORCEMENT

1. Authority and Enforcement	9
2. Fining and Suspension Procedure	9
3. Additional Enforcement Rights	10

VI. MISCELLANEOUS

1. Notices	11
2. Severability	11
3. Captions	11
4. Gender and Grammar	11
5. Fiscal Year	11
6. Financial Review	11
7. Conflicts	11
8. Amendment	11
9. Books and Records	12

Page two of the Bylaws- Article I, Sections 7 "Majority" and 8 "Purpose" and Article II, Sections 1 "Annual Meetings", 2 "Special Meetings", 3 "Notice of Meetings", 4 "Waiver of Notice", and 5 "Quorum" is located at the end of the Documents. It is page 627.

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

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

Article II Meetings of Members

Section 1. Annual Meetings. The regular annual meeting of the members shall be held during the month of April each year with the date, hour, and place to be set by the Board.

Section 2. Special Meetings. Special meetings of the members may be called for any purpose at any time by the President, the Secretary, or by request of any two (2) or more Board members, or upon written petition of one-seventh (1/7) of the Owners. Any such written petition by the members must be submitted to the Association's Secretary. The Secretary shall then verify that the required number of members have joined in the petition and shall submit all proper petitions to the Association's President. The President shall then promptly call a special meeting for the purpose stated in the petition, and the Secretary shall send notice of the meeting in accordance with these Bylaws.

Section 3. Notice of Meetings. The Secretary shall mail or deliver to each Owner of Units of record or to the Units a notice of each Association meeting at least twenty-one (21) days prior to each annual meeting and at least seven (7) days prior to each special meeting. The notice shall state the time and place of the meeting, and, for any special meeting, the purpose of the meeting. Mailing or delivering notice as provided in this Section shall be considered proper service of notice.

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

Section 5. Quorum. Except as may be provided elsewhere, the presence, in person or by proxy at the beginning of the meeting, of Owners entitled to cast one third (1/3) of the eligible votes of the Association shall constitute a quorum. Once a quorum is established for a meeting, it shall conclusively be presumed to exist until the meeting is adjourned and shall not need to be reestablished. Owners whose voting rights have been suspended pursuant to the Declaration or these Bylaws shall not be counted as eligible votes toward the

quorum requirement.

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

Section 7. Proxy. Any member entitled to vote may do so by written proxy duly executed by the member setting forth the meeting at which the proxy is valid. To be valid, a proxy must be signed, dated, and filed with the Secretary prior to the opening of the meeting for which it is to be used. Proxies may be delivered to the Board by personal delivery, U.S. mail or facsimile transmission to any Board member or the property manager. Proxies may be revoked only by written notice delivered to the Association, except that the presence in person by the proxy giver at a meeting for which the proxy is given shall automatically invalidate the proxy for that meeting. A proxy holder may not appoint a substitute proxy holder unless expressly authorized to do so in the proxy. Members whose voting rights have been suspended hereunder may not act as proxy for any other member.

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

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

All solicitations for votes by written ballot shall: (1) indicate the number of responses needed to meet the quorum requirements; (2) state the percentage of approvals necessary to approve each matter other than election of directors; and (3) specify the time by which a ballot must be received by the corporation in order to be counted. A written ballot may not be revoked. The Association shall maintain such ballots in its file for at least three (3) years.

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

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

the room during the discussion.

Section 7. Nomination. Nomination for election to the Board shall be made from the floor at the meeting. The Board also may appoint a nominating committee to make nominations prior to the meeting.

Section 8. Elections. All members of the Association eligible to vote shall be entitled to cast their entire vote for each directorship to be filled. There shall be no cumulative voting. The directorships for which elections are held shall be filled by that number of candidates receiving the most votes. Voting for election of Board members shall be by written ballot (unless dispensed by unanimous consent at such meeting at which such voting is conducted).

B. Meetings.

Section 9. Regular Meetings. Regular Board meetings shall be held at least every three (3) months at such time and place as determined by the Board. The newly elected Board shall meet within thirty (30) days after each annual meeting of the membership.

Section 10. Special Meetings. Special Board meetings may be called by the President on two (2) days' notice to each director given by mail, in person, by telephone, or by facsimile transmission, which notice shall state the time, place, and purpose of the meeting. Special Board meetings shall be called by the President, Vice President, Secretary, or Treasurer in like manner and on like notice on the written request of at least two (2) directors.

Section 11. Waiver of Notice. Any director may, at any time, in writing, waive notice of any Board meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any Board meeting shall also constitute a waiver of notice by him or her of the time and place of such meeting. If all directors are present at any Board meeting, no notice shall be required and any business may be transacted at such meeting.

Section 12. Conduct of Meetings. The President shall preside over all Board meetings, and the Secretary shall keep a minute book recording therein all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings. The presence of directors entitled to cast one-half of the votes of the Board shall constitute a quorum for the transaction of business. One or more directors who participate in a meeting by means of telephone or electronic communication shall be deemed present and in attendance for all purposes at such meeting, provided all persons participating in the meeting can hear each other. Directors may not participate in meetings by proxy. All directors may vote, and the President or presiding officer shall be permitted to cast a supplemental (second) vote to break any tie vote.

Section 13. Open Meetings. Board meetings need not be open to all members. However, if the Board permits members to attend Board meetings, then members other than directors may not participate in any discussion or deliberation unless expressly so authorized by the Board. Notwithstanding the above, the Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session. The Board may order the removal of any meeting guest who, in the Board's opinion, either disrupts the conduct of business at the meeting or fails to leave the meeting upon request after an announcement of reconvening in executive session.

Section 14. Action Without a Meeting. Any Board action required or

permitted to be taken at any meeting may be taken without a meeting if a majority of the directors consent in writing to such action. Such written consents must describe the action taken, be signed by no fewer than a majority of the directors, and be filed with the Board minutes.

C. Powers and Duties.

Section 15. Powers and Duties. The Board shall manage the affairs of the Association and shall have all the powers and duties necessary for the administration of the Condominium and may do all such acts and things as are not by the Act, the Declaration, the Articles of Incorporation, or these Bylaws directed to be done and exercised exclusively by the members. In addition to the duties imposed by these Bylaws, the Board shall have the power to and shall be responsible for the following, in the way of explanation, but not limitation:

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

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

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

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

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

(f) making and amending rules and regulations and imposing sanctions for violation thereof, including reasonable monetary fines;

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

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

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

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

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

D. Committees.

Section 19. Architectural Standards Committee. The Board may establish an Architectural Standards Committee for the purpose of establishing and maintaining architectural standards in the Condominium as provided in the Declaration. The Architectural Standards Committee may be divided into subcommittees of the Architectural Design Committee and the Architectural Structural Committee.

Section 20. Other Committees. There shall be such other committees as the Board shall determine with the powers and duties that the Board shall authorize. Committees may include a financial planning committee, a legal committee, a leasing committee, and a grounds committee.

Section 21. Service on Committees. Unless otherwise provided in these Bylaws or in the resolution authorizing a particular committee, the members of any committee shall be appointed by the President and shall serve at the pleasure of the Board of Directors. Any committee member may be removed with or without cause at any time and with or without a successor being named.

Article IV
Officers

Section 1. Designation. The principal officers of the Association shall be the President, the Vice President, the Secretary, and the Treasurer. The President, Vice President, Secretary and Treasurer shall be elected by and from the Board. The Board may appoint one or more Assistant Treasurers, Assistant Secretaries, and such other subordinate officers as in its judgment may be necessary. Any assistant or subordinate officers shall not be required to be Board members. Except for the offices of Secretary and Treasurer, which may be held by the same person, no person may hold more than one (1) office.

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

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

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

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

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

Section 7. Secretary. The Secretary shall keep the minutes of all Association and Board meetings and shall have charge of such books and papers

as the Board may direct, and shall perform all duties incident to the office of the secretary of a corporation organized under Georgia law.

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

Section 9. Other Officers. Other offices may be created by the Board, with such titles and duties as defined by the Board.

Section 10. Agreements, Contracts, Deeds, Leases, Etc. All agreements, contracts, deeds, leases, checks, promissory notes, and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by Board resolution.

Article V Rule Making and Enforcement

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

The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the Owner's Unit, and to suspend an Owner's right to vote or to use the Common Elements for violation of any duty imposed under the Declaration, these Bylaws, or any rules and regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Association or the Board of Directors to deny ingress and egress to or from a Unit. In the event that any Occupant of a Unit violates the Declaration, Bylaws, or a rule or regulation and a fine is imposed, notice of such violation shall be sent to the Owner and Occupant, and the fine may first be assessed against both the Owner and Occupant. The failure of the Board to enforce any provision of the Declaration, Bylaws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

Section 2. Fining and Suspension Procedure. If an Owner is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association, the Owner's right to vote and use privileges over the Common Elements shall automatically be suspended, unless the Board determines otherwise; provided, however, suspension of common utility services shall require compliance with Paragraph 10(c)(v) of the Declaration, where applicable. Except as provided above, the Board shall not impose a fine, suspend the right to vote or suspend the right to use the Common Elements, unless and until the Association has sent or delivered written notice

to the violator as provided in subsection (a) below. Any such fine(s) may be effective or commence upon the sending of such notice or such later date as may be set forth in such notice, notwithstanding the violator's right to request a hearing before the Board to challenge such fine under subsection (b) below. Assessments against Owners under Paragraph 8(b) of the Declaration, including assessment of charges or attorneys fees caused by the conduct of a violating owner, shall not be considered a fine hereunder.

(a) Notice. If any provision of the Declaration or Bylaws or any rule or regulation of the Association is violated, the Board shall serve the violator with written notice sent certified mail, return receipt requested, which shall state: (i) the nature of the alleged violation; (ii) the sanction to be imposed; (iii) a statement that the violator may challenge the fact of the occurrence of a violation, the sanction, or both, by written challenge and written request for a hearing before the Board, which request must be received by the Board within ten (10) days of the date of the notice; and (iv) the name and address of a person to contact to challenge the proposed action. If a timely challenge is made and the violation is cured within ten (10) days of the date of the notice, the Board, in its discretion, may, but is not obligated to, waive any sanction or portion thereof. In the event of a continuing violation, each day the violation continues or occurs again constitutes a separate offense, and fines may be imposed on a per diem basis without further notice to the violator.

(b) Hearing. If the alleged violator timely challenges the proposed action, a hearing before the Board shall be held in executive session affording the violator a reasonable opportunity to be heard. The hearing shall be set at a reasonable time and date by the Board. The violator shall be sent notice of the time, date (which shall be at least ten (10) days from the giving of notice, unless otherwise consented to by the violator), and place of the hearing and an invitation to attend the hearing and discuss the matter with the Board. The minutes of the meeting shall contain a written statement of the results of the hearing. This Section shall be deemed complied with if a hearing is held and the violator attends and is provided an opportunity to be heard, notwithstanding the fact that the notice requirements contained herein are not technically followed.

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

The Association or its duly authorized agent shall have the power to enter a Unit or upon any portion of the Common Elements to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates the Declaration, the Bylaws, or the rules and regulations. All costs of self-help, including reasonable attorney's fees, shall be assessed against the violating Owner. Additionally, the Association shall have the authority to record in the DeKalb County land records a notice of violation identifying an uncured violation of the Declaration, Bylaws or rules and regulations regarding the Unit.

Article VI
Miscellaneous

Section 1. Notices. Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first class postage prepaid:

(a) If to a Unit Owner, at the address which the Unit Owner has designated in writing and filed with the Secretary, or if no such address has been designated, at the address of the Unit of such Owner;

(b) If to an Occupant, at the address of the Unit occupied; or

(c) If to the Association, the Board or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated in writing and filed with the Secretary.

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

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

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

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

Section 6. Financial Review. A financial review of the Association's accounts shall be performed annually in the manner provided by the Board. However, after receiving the Board's financial review at the annual meeting, the Owners may, by a Majority of the Association vote, require that the Association's accounts be audited as a Common Expense by an independent accountant.

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

Section 8. Amendment. Except where a higher vote is required for action under a particular provision of the Declaration or Bylaws, in which case such higher vote shall be necessary to amend, these Bylaws may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the members holding sixty-six and two-thirds (66-2/3%) percent of the total eligible vote of the Association. Notice of a meeting, if

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of Lion's Gate Condominium Association, Inc., a Georgia corporation;

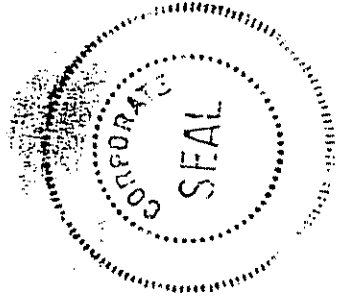
That the foregoing Bylaws constitute the Amended and Restated Bylaws of said Association, as duly adopted by the Board of Directors and the members of the Association on the 27th day of July, 1999.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 27th day of July, 1999.

LION'S GATE CONDOMINIUM
ASSOCIATION, INC.

Susan G. Burrows
Secretary

[CORPORATE SEAL]





Jeanette Rozier
Clerk of Superior Court DeKalb Cty, Ga.
A COURT OF THE STATE OF GEORGIA

-----[SPACE ABOVE RESERVED FOR RECORDING]-----

Return to:
Weissman, Nowack, Curry & Wilco, P.C.
1349 West Peachtree Street, 15th Floor
Atlanta, Georgia 30309
Attention: Jay Lazega

STATE OF GEORGIA
COUNTY OF DEKALB

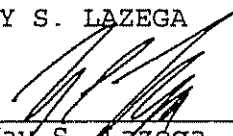
Cross Reference: Deed Book 10775
Page 214

SCRIVENER'S AFFIDAVIT

Personally appeared before me, the undersigned deponent, who, being duly sworn, deposes and says as follows:

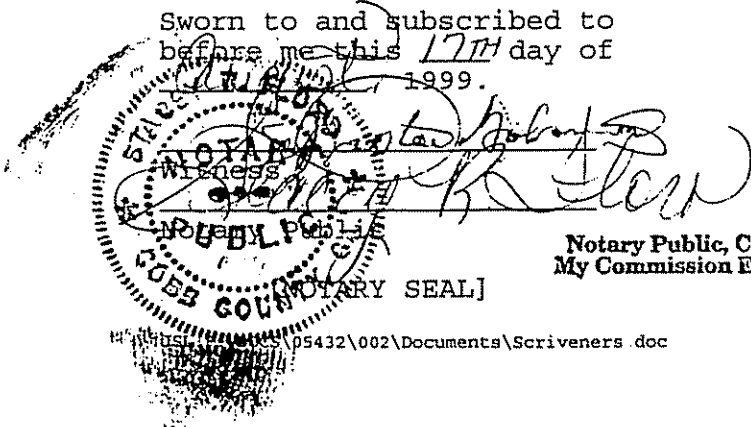
1. THAT, he prepared the Amended and Restated Declaration of Condominium for Lion's Gate Condominium which was recorded in Deed Book 10775, Page 214 of the DeKalb County, Georgia land records; and
2. THAT, due to a scrivener's error, the third page of Exhibit " B" thereto and page 2 of the Bylaws attached as Exhibit " C" thereto were inadvertently omitted; and
3. THAT, the attached third page of Exhibit " B" and page 2 of the Bylaws were intended to be recorded with the Declaration and are hereby included and incorporated therein.

DEPONENT: JAY S. LAZEGA



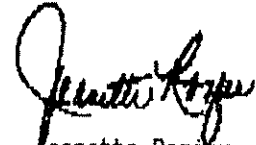
Jay S. Lazega

Sworn to and subscribed to
before me this 17th day of
August, 1999.



NOTARY PUBLIC
COBB COUNTY, GEORGIA
NOTARY SEAL]

Notary Public, Cobb County, Georgia
My Commission Expires May 10th, 2004



Jeanette Rozier
Clerk of Superior Court DeKalb Cty. Ga.
I HEREBY SET THE RECORD OF THIS DEED TO BE THE SAME AS THE ORIGINAL RECORD OF THIS DEED.

Bldg. 14				
80	32 Lullwater Place	1/110		D
81	17 Prescott Walk	1/110		A
82	15 Prescott Walk	1/110		A
83	13 Prescott Walk	1/110		A
84	11 Prescott Walk	1/110		D

Each unit has an equal vote in the Association, has an equal undivided interest in the common elements and has an equal responsibility for common expenses.

Lions Gate Condominium Association, Inc

Rules & Regulations – Community Fines Schedule

Fines and/or applicable maintenance [abatement] charges may be assessed after issuance of courtesy/warning notices. Homeowners will receive a 10-day notice period when a fine is assessed to resolve the violation. Failure to resolve a community violation in accordance within 10 days may result in an additional fine or fines until the violation is resolved.

ADMINISTRATIVE

Access Cards: Pool Amenity	Replacement cards - \$50
Late Association Assessment Dues	10% of monthly assessment if not paid by the 10 th
Parking Suspension	30+ days of Unpaid Assessments/Fines &/or Maintenance fee
Voting Suspension	30+ days of Unpaid Assessments/Fines &/or Maintenance fee
Statutory Lien	30+ days of Unpaid Assessments/Fines &/or Maintenance fee

COMMON AND/OR LIMITED COMMON AREA VIOLATIONS

Improper/Unauthorized use of common elements (ex. excess of 2 planters)	\$50 fine + \$10/day and/or cost for clean-up
Storage or abandoned personal property front or rear of unit	\$50 fine p/occurrence + \$10/day fine and/or abatement
Unightly/unkept conditions	\$50 fine + \$10/day fine and/or abatement
Unapproved sign	\$50 fine p/occurrence + \$10/day fine and/or abatement
Placing/storing trash, bulk debris, etc. in front, rear or common areas	\$50 fine + \$10/day and/or cost for clean-up

PARKING VIOLATIONS

Failure to register vehicle/display parking decal within 3 months of moving to Lions Gate, or acquiring a new vehicle	\$50 fine + 10 days to acquire a parking decal after fine
Parking an inoperable, stored, abandoned vehicle	\$50 fine p/occurrence + \$10/day fine and/or towing fees

ARCHITECTURAL CONTROL FEES OR FINES

Architectural Modification Application	No charge for submittal reviews and decision letter
Failure to submit ARC plans for review	\$100 fine + submittal of required plans within 10 days
Unapproved Alterations	\$250 fine + reversal of alteration within 10 days + cost of abatement if required

ANIMALS

Failure to pick-up waste/scoop	\$50 fine + \$25/day /per occurrence and/or cost for clean-up
Pet waste not properly disposed	\$50 fine + \$25/day /per occurrence and/or cost for clean-up
Failure to restrain animal(s) and/or animal aggression	\$500 fine per animal – subsequent occurrence will double the fine and result in request for pet removal from community
Pet unattended on patio	\$100 fine per animal - subsequent occurrence will double the fine and result in request for pet removal from community
Pet without leash	\$100 fine per animal – subsequent occurrence will double the fine and result in request for pet removal from community

-----[SPACE ABOVE RESERVED FOR RECORDING DATA]-----

Return to: Weissman, Nowack, Curry & Wilco, P.C
1349 West Peachtree Street, 15th Floor
Atlanta, Georgia 30309

STATE OF GEORGIA
COUNTY OF DEKALB

Reference: Deed Book 4477
Page 265

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM

FOR

LION'S GATE CONDOMINIUM

WHEREAS, Ponce de Leon Condominiums, a Georgia limited partnership, recorded the Declaration of Condominium for Lion's Gate Condominium, on June 3, 1981, in Deed Book 4477, Page 265, et seq., DeKalb County, Georgia Records (hereinafter referred to as the "Original Declaration"); and

WHEREAS, the Original Declaration has been previously amended by amendments recorded in the DeKalb County, Georgia Records as follows:

<u>Recording Date</u>	<u>Deed Book/Page</u>
September 12, 1986	5583/246 <u>et seq.</u>
February 27, 1989	6371/409 <u>et seq.</u> ; and

WHEREAS, plats related to the Condominium were filed in Condominium Plat Book 1, Pages 42, 72, 81, 110, 111 and 151; Book 3, Page 147; Book 4, Pages 144 and 158; and Book 5, Pages 3, 25, 36, 37, -56, 58, 73, 105, 110, 111 and 112, DeKalb County, Georgia Records, as may be amended or supplemented; and

WHEREAS, floor plans relating to the Condominium were filed in Condominium File Cabinet No. 3 of the DeKalb County, Georgia Records, as may be amended or supplemented; and

WHEREAS, Paragraph 11 of the Declaration provides that the Declaration may be amended by the affirmative vote, written consent, or any combination of

affirmative vote and written consent of the members of the Lion's Gate Condominium Association, Inc. ("Association"), holding seventy-five (75%) percent of the total votes thereof; and

WHEREAS, members of the Association holding seventy-five (75%) percent of the total votes thereof desire to amend the Declaration and have approved this Amendment; and

WHEREAS, in accordance with Article IX, Section 9 of the By-Laws of Lion's Gate Condominium Association, Inc. ("Original By-Laws"), the Original By-Laws may be amended by the affirmative vote, written consent, or combination thereof of members holding two-thirds (2/3) of the total vote of the Association; and

WHEREAS, members holding at least two-thirds (2/3) of the total vote of the Association have approved this amendment to the Original By-Laws; and

WHEREAS, this amendment does not significantly amend or modify the terms of Paragraph 14 of the Declaration without consent of first mortgagees, rather such terms are incorporated herein in substantially the same form as Paragraph 14 of the Declaration; provided, however, if a court of competent jurisdiction determines that this amendment does so, then this amendment shall not be binding on the first mortgagee so involved, unless such first mortgagee consents to this amendment; and if such consent is not forthcoming, then the provisions of the Declaration prior to this amendment shall control with respect to the affected first mortgagee;

NOW, THEREFORE, the Original By-Laws and the Original Declaration and all exhibits thereto, are hereby stricken in their entirety and the following is simultaneously substituted therefor:

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
FOR
LION'S GATE CONDOMINIUM

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

Attorneys

Fifteenth Floor
1349 West Peachtree Street
Atlanta, Georgia 30309
(404) 885-9215

- TABLE OF CONTENTS -

	<u>Page</u>
1. NAME	1
2. DEFINITIONS	1
3. LOCATION, PROPERTY DESCRIPTION, PLATS AND PLANS	2
4. UNITS AND BOUNDARIES	2
5. COMMON ELEMENTS	3
6. LIMITED COMMON ELEMENTS	3
7. ASSOCIATION MEMBERSHIP AND ALLOCATION OF VOTES	4
8. ALLOCATION OF LIABILITY FOR COMMON EXPENSES	4
9. ASSOCIATION RIGHTS AND RESTRICTIONS	4
10. ASSESSMENTS	5
11. INSURANCE	8
12. REPAIR AND RECONSTRUCTION	10
13. ARCHITECTURAL CONTROLS	11
14. USE RESTRICTIONS	13
15. LEASING	18
16. SALE OF UNITS	20
17. MAINTENANCE RESPONSIBILITY	20
18. PARTY WALLS	24
19. MORTGAGEE'S RIGHTS	24
20. GENERAL PROVISIONS	25
21. EMINENT DOMAIN	26
22. EASEMENTS	26
23. AMENDMENTS	27
24. SEVERABILITY	27
25. PREPARER	27

- LIST OF EXHIBITS -

DESCRIPTION OF SUBMITTED PROPERTY	"A"
DESCRIPTION OF UNIT TYPES AND CERTIFICATIONS	"B"
BYLAWS	"C"

hereto, including the Bylaws and the plats and plans, all as may be supplemented or amended.

(m) Effective Date means the date that this Declaration is recorded in the DeKalb County, Georgia land records.

(n) Eligible Mortgage Holder means the holder of a first mortgage secured by a Unit who has requested notice of certain items as set forth herein.

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

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

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

(r) Mortgagee or Mortgage Holder means the holder of any Mortgage.

(s) Occupant means any Person occupying all or any portion of a Unit for any period of time, regardless of whether such Person is a tenant or the Owner of such property.

(t) Owner means the record title holder of a Unit, but shall not include a Mortgage Holder.

(u) Person means any individual, corporation, firm, association, partnership, trust, or other legal entity.

(v) Unit means that portion of the Condominium intended for individual ownership and use as more particularly described herein and shall include the undivided ownership in the Common Elements assigned to the Unit hereunder.

3. LOCATION, PROPERTY DESCRIPTION, PLATS AND PLANS.

The Condominium subject to this Declaration and the Act is located in Land Lots 241 and 242 of the 15th District of DeKalb County, Georgia, being more particularly described in Exhibit "A" hereto. Plats of survey relating to the Condominium have been filed in Condominium Plat Book 1, Pages 42, 72, 81, 110, 111 and 151; Book 3, Page 147; Book 4, Pages 144 and 158; and Book 5, Pages 3, 25, 36, 37, 56, 58, 73, 105, 110, 111 and 112, of the DeKalb County, Georgia records, as amended or supplements. Floor plans relating to the Condominium have been filed in Condominium Floor Plan Drawer No. 3, DeKalb County, Georgia records, as amended or supplements. The plats of survey and floor plans are incorporated herein by reference as fully as if the same were set forth in their entirety herein.

4. UNITS AND BOUNDARIES.

The Condominium is divided into eighty-four (84) separate Units and the Common Elements. Each Unit consists of a dwelling and its appurtenant percentage of undivided interest in the Common Elements. Each Unit shall be conveyed as a separately designated and legally described freehold estate subject to the Act and the Condominium Instruments. The Units are depicted on the plats of survey and the plans. Each Unit includes that part of the structure which lies within the following boundaries:

(a) Vertical Boundaries. The perimetrical or vertical boundaries of each Unit shall be the outer unfinished surfaces of all exterior walls and fences, to include the patio appurtenant to a Unit, and the centerline of all party walls and fences; provided, however, that all attachments to the exterior walls of a residence which are a part thereof, which protrude beyond said boundaries and which were constructed in conformity with the plats and plans for Lion's Gate Condominium, shall be deemed to be included within said boundaries, including, but not limited to, the patio appurtenant to a Unit. Additionally, all conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services which are contained within a Unit shall constitute a part of the Unit.

(b) Horizontal Boundaries. There shall be no upper or lower horizontal boundaries.

(c) Boundaries of Units 41, 42, 43 and 44 of Building 9. Notwithstanding the above, the vertical boundaries of Units 41, 42, 43 and 44 of Building 9 are the planes perpendicular to the lines delineating each side of such Units as shown on the plat of survey recorded in Condominium Plat Book 6, Page 58, DeKalb County, Georgia records; provided, however, that in the event a party wall or fence is installed on such a perimetrical boundary or any portion thereof, such boundary shall be extended to the center line of any party wall or fence which may be constructed thereon from time to time.

The Units are further defined on Exhibit "B" attached hereto and incorporated herein by this reference. In interpreting deeds and plans, the existing physical boundaries of a Unit as originally constructed or reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed in any deed or plan, regardless of settling or lateral movement of the building in which the Unit was located, and regardless of minor variance between the boundaries shown on the plans or in a deed and those of the Unit.

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

5. COMMON ELEMENTS.

The Common Elements consist of all portions of the Condominium not located within the boundaries of a Unit.

Ownership of the Common Elements shall be by the Unit Owners as tenants-in-common. The percentage of undivided interest in and to the Common Elements attributable to each Unit is equal. Such percentages may be altered only by an amendment hereto with the consent of all Owners and Mortgagees (or such lesser number as may be prescribed by the Act).

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

6. LIMITED COMMON ELEMENTS.

There are no Limited Common Elements assigned to Units on the Effective Date of this Declaration. However, the Association's Board, without need for a membership vote, is hereby authorized to assign and to reassign Limited Common Elements, provided that any such assignment or reassignment shall be made in accordance with the provisions of Section 44-3-82(b) and (c) of the Act.

7. ASSOCIATION MEMBERSHIP AND ALLOCATION OF VOTES.

All Unit Owners, by virtue of their ownership of a fee or undivided fee interest in any Unit are members of Lion's Gate Condominium Association, Inc., and, except as otherwise provided herein or in the Bylaws, shall be entitled to vote on all matters upon which Association members are entitled to vote pursuant to the Condominium Instruments. Subject to the provisions of the Condominium Instruments, each Owner shall be entitled to one (1) equally weighted vote for each Unit in which he or she holds the interest required for membership.

8. ALLOCATION OF LIABILITY FOR COMMON EXPENSES.

Except as otherwise provided herein, each Unit is hereby allocated equal liability for Common Expenses.

(a) Except as provided below or elsewhere in the Act or Condominium Instruments, the amount of all Common Expenses shall be assessed against all the Units in accordance with the above allocation of liability for Common Expenses.

(b) The Board shall have the power to assess specially pursuant to this Paragraph and to Section 44-3-80(b) of the Act as, in its discretion, it shall deem appropriate. Failure of the Board to do so shall not be grounds for any action against the Association or the Board and shall not constitute a waiver of the Board's right to do so in the future.

(i) Except for expenses incurred for maintenance and repair of items which are the Association's maintenance responsibility under the Condominium Instruments (other than any Limited Common Elements, if maintained by the Association), any Common Expenses benefitting less than all of the Units or significantly disproportionately benefitting all Units may be specially assessed equitably among all of the Units which are benefitted according to the benefit received.

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

For purposes of this subparagraph (b), nonuse shall constitute a benefit to less than all Units or a significant disproportionate benefit among all Units only when such nonuse results in an identifiable, calculable reduction in cost to the Association.

9. ASSOCIATION RIGHTS AND RESTRICTIONS.

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

(a) in accordance with Section 44-3-105 of the Act, and as otherwise provided herein, to enter any portion of the Condominium for maintenance, emergency or safety purposes, or otherwise to discharge its powers or responsibilities hereunder, which right may be exercised by the Association's Board, officers, agents, employees or managers. Except in an emergency situation,

entry into Units shall be only during reasonable hours and after reasonable notice to the Unit Owner or Occupant;

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

(c) to enforce use restrictions, other Declaration and Bylaws provisions, and rules and regulations by the imposition of reasonable monetary fines and suspension of use and voting privileges as provided in Section 44-3-75 of the Act, as amended (which shall not be construed as limiting any other legal means of enforcement);

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

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

(f) to deal with the Condominium in the event of damage or destruction as a result of casualty loss, condemnation or eminent domain, in accordance with the provisions of the Act and this Declaration;

(g) to represent the Owners in dealing with governmental entities with respect to the Area of Common Responsibility;

(h) to close permanently or temporarily any portion of the Common Elements (excluding any Limited Common Elements) with sixty (60) days prior notice to all Owners, except that, in emergency situations requiring a temporary closing, prior notice shall not be required so long as notice is given within three (3) days after the closing explaining the reason for the closing. Notwithstanding the above, the Owners may re-open closed Common Elements by a majority vote of the total Association vote, cast at a duly called special or annual meeting;

(i) to require each Owner to install separate utility meters for each Owner's Unit at the Owner's cost, or to install such meters and assess the costs thereof against each Unit as provided herein; and

(j) to acquire, hold, and dispose of tangible and intangible personal property and real property; however, approval of Owners holding at least seventy-five (75%) percent of the eligible Association vote shall be required to acquire any real property.

10. ASSESSMENTS.

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

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

All such assessments, together with charges, interest, costs, and reasonable attorney's fees actually incurred, and if the Board so elects, rents, in the maximum amount permitted by the Act, shall be a charge on the Unit and

shall be a continuing lien upon the Unit against which each assessment is made. Such amounts shall also be the personal obligation of the Person who was the Owner of such Unit at the time when the assessment fell due. Each Owner and his or her grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance.

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

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

(i) If any monthly installment of annual assessments or any part thereof is not paid in full by the tenth (10th) day of the month or if any other charge is not paid within ten (10) days of the due date, a late charge equal to the greater of ten (\$10.00) dollars or ten (10%) percent of the amount not paid, or such higher amounts as may be authorized by the Act, may be imposed without further notice or warning to the delinquent Owner, and interest at the rate of ten (10%) percent per annum or such higher rate as may be permitted by the Act shall accrue from the due date.

(ii) If part payment of assessments and related charges is made, the amount received may be applied first to costs and attorney's fees, then, to: (1) in order, late charges, interest, delinquent assessments, and current assessments which are not the subject matter of a lawsuit, and then (2), in order, to late charges, interest, delinquent assessments, and current assessments which are the subject matter of a lawsuit.

(iii) If assessments, fines or other charges or any part thereof due from an Owner remain delinquent and unpaid for more than fifteen (15) days from the date due, then the Board may accelerate and declare immediately due all of that Owner's or Unit's unpaid installments of the annual assessment and of any special assessment not less than ten (10) days after the date of written notice to the Owner. Upon acceleration, that Owner shall lose the privilege of paying the annual assessment in monthly installments for that fiscal year.

(iv) If assessments and other charges or any part thereof remain unpaid more than thirty (30) days after they become delinquent, the Association, acting through the Board, may institute suit to collect all amounts due pursuant to the provisions of the Declaration, the Bylaws, the Act and Georgia law and suspend the Owner's and/or Occupant's right to use the Common Elements, including the right to bring or park vehicles on the Common Elements or have guests bring or park vehicles on the Common Elements (provided, however, the Board may not limit pedestrian, medical, fire, police or other health, safety, service or emergency vehicle ingress or egress to or from the Unit). Prior to suspending parking privileges, the Association shall provide the delinquent Owner or Occupant written notice of its intention to do so, sent by certified mail not less than ten (10) days prior to the date of such suspension.

(v) If any assessment or other charge is delinquent for thirty (30) days or more, in addition to all other rights provided in the Act and herein, the Association shall have the right upon ten (10) days written notice, and in

compliance with any requirements set forth in the Act, to suspend any utility services, the cost of which are an Association Common Expense, including, but not limited to, water service, to that Unit until such time as the delinquent assessments and all costs permitted under this Paragraph, including reasonable attorney's fees, are paid in full. Any costs incurred by the Association in discontinuing and/or reconnecting any utility service, including reasonable attorney's fees, shall be an assessment against the Unit.

Notwithstanding the above, the Board only may suspend water, electricity, heat or air conditioning service paid for as a Common Expense after a final judgment or judgments in excess of a total of \$750.00, or such other amount as required by the Act, are obtained in favor of the Association from a court of competent jurisdiction, the Association provides the notice required to be provided by the institutional provider of such service prior to suspension of such service, and the Association complies with any other requirements of O.C.G.A. 44-3-76. The utility services shall not be required to be restored until the judgment or judgments are paid in full, at which time the Association shall direct the utility provider to restore the service.

(d) Computation of Operating Budget and Assessment. At least thirty (30) days prior to the beginning of the Association's fiscal year, the Board shall prepare a budget covering the estimated costs of operating the Condominium during the coming year. The Board shall cause the budget and notice of the assessments to be levied against each Unit for the following year to be delivered to each member at least twenty-one (21) days prior to the Association's annual meeting.

The budget and the assessment shall become effective unless disapproved by a majority of those eligible members who are voting in person or by proxy at a duly called Association meeting with a quorum present. If the membership disapproves the proposed budget or the Board fails for any reason to determine the budget for the succeeding year, then, until a budget is determined as provided herein, the budget in effect for the current year shall continue for the succeeding year.

The Board may propose a new budget at any time during the year at a special Association meeting. The proposed budget and assessment shall be delivered to the members at least thirty (30) days prior to the proposed effective date thereof and at least seven (7) days prior to the special meeting. The approval procedure set forth above for budgets considered at annual meetings shall also apply to budgets considered at special meetings.

(e) Special Assessments. In addition to the annual assessment provided for in subparagraph (b) above, the Board may at any time levy a special assessment against all Owners, notice of which shall be sent to all Owners. Any special assessment which would cause the average total of special assessments levied in one fiscal year to exceed two hundred (\$200.00) dollars per Unit shall be approved by a Majority of the Owners prior to becoming effective (except as provided in Paragraph 8(b) regarding the power to assess specially pursuant to Section 44-3-80(b) of the Act and Paragraph 12(b) herein, regarding repair or reconstruction of casualty damage to or destruction of all or part of the Condominium).

(f) Capital Budget and Contribution. The Board may prepare an annual capital budget or evaluation which takes into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the Association's projected capital needs both as to amount and timing by equal annual assessments over the period of the budget. Any required capital contribution shall be included within the budget and assessment as provided in subparagraph (d) of this Paragraph.

(g) Statement of Account. Any Owner, Mortgagee, or a Person having executed a contract for the purchase of a Unit, or a lender considering a loan to be secured by a Unit, shall be entitled, upon written request, to a statement from the Association setting forth the amount of assessments due and unpaid, including any late charges, interest, fines, or other charges against a Unit. The Association shall respond in writing within five (5) days of receipt of the request for a statement; provided, however, the Association may require the payment of a fee, not exceeding ten (\$10.00) dollars or such higher amount authorized by the Act, as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Unit as of the date specified therein.

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

11. INSURANCE.

The Association shall obtain and maintain at all times, as a Common Expense, insurance as required by Section 44-3-107 of the Act, as amended, and as required herein. If such insurance is not reasonably available, the Association's insurance policy may exclude improvements and betterments made by the Unit Owner and may exclude the finished surfaces of perimeter and partition walls, floors, and ceilings within the Units (i.e., paint, wallpaper, paneling, other wall covering, tile, carpet and any floor covering; provided, however, floor covering does not mean unfinished hardwood or unfinished parquet flooring).

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

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

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

(a) The Board shall utilize reasonable efforts to secure a blanket hazard insurance policy providing "all risk" coverage in an amount equal to full replacement cost, before application of deductibles, of all improvements located on the Condominium property. If "all risk" coverage is not reasonably available at reasonable cost, the Board shall obtain, at a minimum, fire and extended

coverage, including coverage for vandalism and malicious mischief, in like amounts. The Board shall use reasonable efforts to obtain policies that will provide the following:

- (i) the insurer waives its rights of subrogation of any claims against directors, officers, the managing agent, the individual Owners, Occupants, and their respective household members;
- (ii) any "other insurance" clause contained in the master policy shall expressly exclude individual Owners' policies from its operation;
- (iii) until the expiration of thirty (30) days after the insurer gives notice in writing to the Mortgagee of any Unit, the Mortgagee's insurance coverage will not be affected or jeopardized by any act or conduct of the Owner of such Unit, the other Unit Owners, the Board, or any of their agents, employees, or household members, nor be canceled for nonpayment of premiums;
- (iv) the master policy may not be canceled, substantially modified, or subjected to nonrenewal without at least thirty (30) days prior notice in writing to the Board and all Mortgagees of Units;
- (v) an agreed value endorsement and an inflation guard endorsement; and
- (vi) the deductible amount per occurrence for coverage required by the Act shall not exceed one thousand (\$1,000.00) dollars.

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

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

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

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

- (i) worker's compensation insurance if and to the extent necessary to meet the requirements of law;
- (ii) public liability insurance in amounts no less than required by Section 44-3-107 of the Act, as amended, and officers' and directors' liability insurance in such amounts as the Board may determine. The public liability insurance shall contain a cross liability endorsement;
- (iii) fidelity bonds or dishonesty insurance, if reasonably available, covering officers, directors, employees, and other persons who handle

location of which shall be determined by the Board), clothesline, playground equipment, light (except for reasonable seasonal decorative lights displayed between Thanksgiving and January 15), storm door or window, exterior sculpture, fountains, flags or thing on the exterior of the buildings, in any windows or on any Common Elements, without first obtaining the written approval of the Architectural Standards Committee. The standard for approval of such improvements shall include, but not be limited to, aesthetic consideration, materials to be used, harmony with the external design of the existing buildings, Units and structures, and the location in relation to surrounding structures and topography.

Applications for approval of any such architectural modification shall be in writing and shall provide such information as the ASC may reasonably require. The ASC, or its designee, shall be the sole arbiter of such application and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction which is not in conformance with approved plans. The Board or the ASC may publish written architectural standards for exterior and Common Element alterations or additions, and any request in substantial compliance therewith shall be approved; provided, however, each such requested change shall be in harmony with the external design of the existing buildings and Units and the location in relation to surrounding structures and topography of the vicinity. The ASC or the Board may allow such encroachments on the Common Elements as it deems acceptable.

If the ASC or its designee fails to approve or to disapprove such application within thirty (30) days after the application and all information as the ASC may reasonably require have been submitted, its approval will not be required and this subparagraph (a) will be deemed complied with; provided, however, even if the requirements of this subparagraph are satisfied, nothing herein shall authorize anyone to construct or maintain any structure or improvement that is otherwise in violation of the Declaration, the Bylaws, or the rules and regulations.

(b) Architectural Standards Committee. The ASC shall constitute a standing committee of the Association and shall consist of the Board unless the Board delegates to other Owners the authority to serve on the ASC. The chairperson of the ASC shall be a Board member.

(c) Condition of Approval. As a condition of approval for a requested architectural change, addition, or alteration, an Owner, on behalf of himself or herself and his or her successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement and insurance of such change, modification, addition, or alteration. In the Board's or ASC's discretion, an Owner may be made to verify such condition of approval by written instrument in recordable form acknowledged by such Owner. The Board or ASC also may establish such other conditions of approval as it determines necessary or appropriate, including reasonable construction commencement and completion times.

(d) Limitation of Liability. Review and approval of any application hereunder may be made on any basis, including solely the basis of aesthetic considerations only, and neither the Board nor the ASC shall bear any responsibility for ensuring the design quality, structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes, zoning regulations and other governmental requirements. Neither the Association, the Board, the ASC, or member thereof shall be held liable for any injury, damages or loss arising out of the manner or quality of approved construction on or modifications to any Unit.

(e) No Waiver of Future Approvals. Each Owner acknowledges that the Board and ASC members will change from time to time and that interpretation, application and enforcement of the architectural standards may vary accordingly.

Board or ASC approval hereunder shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

(f) Enforcement. Any construction, alteration, or other work done in violation of this Paragraph shall be deemed to be nonconforming. Upon written request from the Board, Owners shall, at their own cost and expense, remove such construction, alteration, or other work and shall restore the property to substantially the same condition as existed prior to the construction, alteration, or other work. Should an Owner fail to do so, the Board or its designees shall have the right to enter the property and do so. All costs thereof, including reasonable attorney's fees, shall be an assessment and lien against such Unit.

In addition, the Board shall have the authority and standing, on behalf of the Association, to impose reasonable fines and to pursue all legal and equitable remedies available to enforce the provisions of this Paragraph and its or the ASC's decisions.

If any Owner or Occupant makes any exterior change, alteration, or construction (including landscaping) upon the Common Elements in violation hereof, he or she does so at his or her sole risk and expense, and subject to possible removal by the Board at any time. The Board may require that the change, alteration or construction remain on the Common Elements without reimbursement to the Owner or Occupant for any expense he or she may have incurred in making the change, alteration or construction.

14. USE RESTRICTIONS.

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

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

(a) Use of Units.

(i) Residential Use. Each Unit shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Unit or any part of the Condominium, including business uses ancillary to a primary residential use, except that the Owner or Occupant residing in a Unit may conduct such ancillary business activities within the Unit so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the Unit; (b) the business activity does not involve frequent or regular visitation of the Unit by employees, clients, customers, suppliers or other business invitees; (c) the business activity conforms to all zoning requirements for the Condominium; (d) the business activity does not increase traffic in the Condominium (other than by deliveries by couriers, express mail carriers, parcel delivery services and other such similar delivery services); (e) the business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the Association's ability to obtain insurance coverage; (f) the business activity is consistent with

the residential character of the Condominium and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Condominium, as may be determined in the sole discretion of the Board; and (g) the business activity does not result in a materially greater use of common element facilities or Association services.

The terms "business" and "trade," as used herein, shall have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor.

(ii) Number of Occupants. The maximum number of occupants in a Unit shall be limited to two (2) persons per each bedroom in the Unit (as such bedrooms are depicted on the original plats and plans filed in the DeKalb County, Georgia records), plus two (2) additional persons. "Occupancy," for purposes hereof, shall be defined as staying overnight in a Unit for a total of more than thirty (30) days, either consecutive or nonconsecutive, in any calendar year. This occupancy restriction shall not apply to require the removal of any person lawfully occupying a Unit on the Effective Date hereof. Upon written application, the Board of Directors shall grant variances to this restriction as necessary to comply with provisions of the Fair Housing Amendments Act of 1988 or any amendments thereto.

If a Unit Owner is a corporation, partnership, trust or other legal entity not being a natural person or persons, the entity shall designate in writing to the Board of Directors the name of the person or persons who shall occupy the Unit. The designated person or persons to occupy the Unit may not be changed more frequently than once every twelve (12) months, without Board approval.

(b) Subdivision of Units and Outbuildings. No Unit may be subdivided into a smaller Unit, and no structure of a temporary character, trailer, tent, carport, garage or other outbuilding shall be erected by any Owner or Occupant on any portion of the Condominium at any time, either temporarily or permanently.

(c) Use of Common Elements. There shall be no obstruction of the Common Elements, nor shall anything be kept on, parked on, stored on or removed from any part of the Common Elements without prior written Board consent, except as specifically provided herein.

With prior written Board approval, and subject to any restrictions imposed by the Board, an Owner may reserve portions of the Common Elements for use for a period of time as set by the Board. Any such Owner who reserves a portion of the Common Elements as provided herein shall assume, on behalf of himself or herself and his or her guests, Occupants and family, all risks associated with the use of the Common Elements and all liability for any damage or injury to any person or thing as a result of such use. The Association shall not be liable for any damage or injury resulting from such use unless such damage or injury is caused solely by the willful acts or gross negligence of the Association, its agents or employees.

(d) Use of Individual Patio Areas. Individual patio areas adjacent to Units constitute a portion of the Unit hereunder. Owners may landscape and plant in such patio areas and otherwise use such patio areas for appropriate purposes. However, the Owner shall maintain such patio area, and all improvements therein, in neat, clean and proper condition. Appropriate outdoor furniture, plants and items may be kept and used on the patio area, but the patio area shall not be used for storage of indoor furniture, appliances or other similar items if visible from

outside of the patio area.

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

Noxious, destructive or offensive activity shall not be carried on upon the Condominium. No Unit Owner or Occupant may use or allow the use of the Unit or any portion of the Condominium at any time, in any way or for any purpose which may endanger the health, unreasonably annoy or disturb or cause embarrassment, or discomfort to other Owners or Occupants, or in such a way as to constitute, in the Board's sole opinion, a nuisance. Nothing herein, however, shall be construed to affect the rights of an aggrieved Owner to proceed individually for relief from interference with his or her property or personal rights. No Unit Owner or Occupant may use or allow the use of the Unit or the Common Elements in any manner which creates noises between the hours of 11:00 p.m. and 7:30 a.m. which can be heard by persons in another Unit that will, in the Board's sole discretion, unreasonably interfere with the rights, comfort or convenience of any other Owner or Occupant.

No Owner or Occupant shall do any work which, in the Board's reasonable opinion, would jeopardize the soundness or safety of the Condominium or any structure thereon, would reduce the value thereof, or would impair any easement or other interest in the Condominium, without the prior written consent of all Association members and their Mortgagees.

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

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

(g) Pets. No Owner or Occupant may keep any pets other than generally recognized household pets on any portion of the Condominium, as determined in the discretion of the Board. In accordance with DeKalb County Animal Control regulations, no Owner or Occupant may keep more than a total of three (3) pets. No Owner or Occupant may keep, breed or maintain any pet for any commercial purpose. Pets may not be left unattended outdoors or kept unattended outdoors in fenced areas, including patio areas. No structure for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the Common Elements without prior written ASC approval. Dogs must be kept on a leash and be under the physical control of a responsible person at all times while outdoors, other than within patio areas. Feces left upon the Common Elements by dogs must be removed by the owner of the dog or the person responsible for the dog.

No potbellied pigs may be brought onto or kept at the Condominium at any time. No dogs determined in the Board's sole discretion to be dangerous dogs may

be brought onto or kept on the Condominium at any time. Any pet which endangers the health of any Owner or Occupant or which creates a nuisance or unreasonable disturbance, as may be determined in the Board's sole discretion, must be permanently removed from the Condominium upon seven (7) days' written notice by the Board. If the Owner or Occupant fails to do so, the Board may remove the pet. Any pet which, in the Board's sole discretion, presents an immediate danger to the health, safety or property of any community member may be removed by the Board without prior notice to the pet's owner.

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

(h) **Parking.** No Owner or Occupant may keep or bring onto the Condominium more than a reasonable number of vehicles per Unit at any time, as determined by the Board; provided, however, the Board may adopt reasonable rules limiting the number of vehicles which may be parked at the Condominium. Vehicles only may be parked in designated parking spaces or other areas authorized in writing by the Board.

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

Boats, trailers, panel trucks, trucks with a load capacity of one (1) ton or more, vans (excluding mini-vans or utility vehicles used as passenger vehicles and receiving a "car" or "passenger vehicle" classification by the Georgia Department of Motor Vehicles), recreational vehicles (RV's and motor homes), vehicles used primarily for commercial purposes, and vehicles with commercial writings on their exteriors are also prohibited from being parked on the Condominium, except with written Board approval and in areas designated by the Board as parking areas for such vehicles. Notwithstanding the above, trucks, vans, commercial vehicles and vehicles with commercial writings on their exteriors shall be allowed temporarily on the Common Elements during normal business hours for the purpose of serving any Unit or the Common Elements, but shall not be authorized to remain on the Common Elements overnight or for any purpose except serving a Unit or the Common Elements, without written Board approval.

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

If a vehicle is parked in a fire lane or anywhere other than within a designated parking space, is blocking another vehicle or access to another Owner's or Occupant's Unit, is obstructing the flow of traffic, is parked in a space which has been assigned as exclusively serving another Unit, is improperly parked in a guest parking space, or otherwise creates a hazardous condition, no notice shall be required and the vehicle may be towed immediately. If a vehicle is towed in

accordance with this subparagraph, neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage as a result of the towing activity. The Association's right to tow is in addition to, and not in limitation of all other rights of the Association, including the right to assess fines. The Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow.

(i) Abandoned Personal Property. Personal property, other than an automobile as provided for in Paragraph 14(h), is prohibited from being stored, kept, or allowed to remain for more than twenty-four (24) hours upon any portion of the Common Elements without prior written Board permission. If the Board determines that a violation exists, then, not less than two (2) days after written notice is placed on the personal property and/or on the front door of the property owner's Unit, if known, the Board may remove and either discard or store the personal property in a location which the Board may determine. The notice shall include the name and telephone number of the person or entity which will remove the property and the name and telephone number of a person to contact regarding the alleged violation.

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

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

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

(k) Signs. Except as may be required by legal proceedings, no signs, advertising posters or billboards of any kind shall be erected, placed, or permitted to remain on the Condominium without the prior written consent of the Board, except for one (1) professional security sign not to exceed six (6") inches by six (6") inches in size which may be displayed from within or immediately adjacent to both the front and rear entries of a Unit and, in the cases of Units for sale or lease, only one (1) Seller or Lessor sign may be displayed in a window inside the Unit. The Board shall have the right to erect reasonable and appropriate signs on behalf of the Association.

(l) Rubbish, Trash, and Garbage. All rubbish, trash, and garbage shall be regularly removed from the Unit and shall not be allowed to accumulate therein. No garbage or trash shall be placed on the Common Elements outside the Unit.

temporarily or otherwise, except as provided herein. Rubbish, trash, and garbage shall be disposed of in sealed plastic bags and either placed in proper receptacles designated by the Board for collection or removed from the Condominium by the Owner, except that trash consisting of plant materials such as grass, clippings, etc., shall be placed in paper bags designed for this purpose and left at the curb in front of the Unit only on days designated by the Board for pick-up.

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

(n) Garage Sales. Garage sales, yard sales, flea markets, or similar activities shall be permitted at the Condominium only with prior written Board consent or as provided in the Association's rules and regulations, and such sales shall be subject to all reasonable conditions that the Board may impose.

(o) Window Treatments. Unless otherwise approved in writing by the Board, all Unit windows shall have window treatments and any portion thereof visible from outside the Unit shall be white, off-white or other color approved by the Board.

(p) Transient Tenants. No transient tenants or Occupants shall be accommodated in a Unit.

(q) Swimming Pool. Regulations regarding the use of the swimming pool are and may be published from time to time by the Board. Each Owner shall assume, on behalf of himself or herself and his or her guests, occupants and family, responsibility for compliance with such regulations, all risks associated with the use of the swimming pool, and all liability for any damage or injury to any Person or thing as a result of such use. The Association shall not be liable for any damage or injury resulting from such use unless such damage or injury is caused solely by the willful acts or gross negligence of the Association, its agents or employees. No lifeguard is provided. The gates of the swimming pool are to be kept locked at all times. One non-duplicatable key is provided to each Unit, unless use privileges are suspended under this Declaration or the Bylaws. Lost keys may be replaced upon application to the Board and payment of a replacement fee which is established by the Board.

15. LEASING.

The Board shall have the power to make and enforce reasonable rules and regulations and to fine, in accordance with the Declaration and Bylaws, in order to enforce the provisions of this Paragraph.

(a) Definition. "Leasing," for purposes of this Declaration, is defined as regular, exclusive occupancy of a Unit by any person(s) other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. For purposes hereof, occupancy by a roommate of an Owner Occupant shall not constitute leasing.

(b) Leasing Provisions. Leasing of Units shall be governed by the following provisions:

(i) General. Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. All

leases shall be in writing and in a form approved by the Board prior to the effective date of the lease. The Board may maintain and, upon request, provide a form which is deemed acceptable. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than twelve (12) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Within ten (10) days after executing a lease agreement for the lease of a Unit, the Owner shall provide the Board with a copy of the lease, the name of all people occupying the Unit, and the Owner's address. The Owner must provide the lessee copies of the Declaration, Bylaws, and the rules and regulations. Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed lessee; the Board's approval or disapproval shall be limited to the form of the proposed lease.

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

(A) Compliance With Declaration, Bylaws, and Rules and Regulations. The lessee shall comply with all provisions of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto and shall control the conduct of all other Occupants and guests of the leased Unit in order to ensure such compliance. The Owner shall cause all Occupants of his or her Unit to comply with the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations by such Occupants, notwithstanding the fact that such Occupants of the Unit are fully liable and may be sanctioned for any such violation. If the lessee, or a person living with the lessee, commits a violation, a fine may be assessed against both lessee and the Owner, in accordance with Article V, Section 2 of the Bylaws. Unpaid fines shall constitute a lien against the Unit.

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

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

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

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

(c) Applicability of this Paragraph 15. Leases existing on the Effective Date of this Declaration shall not be subject to the terms of subparagraph (b) above. Such leases may continue in accordance with the terms of the Original Declaration. However, any assignment, extension, renewal, or modification of any lease agreement, including, but not limited to, changes in the terms or duration of occupancy, shall be considered a termination of the old lease and commencement of a new lease which must comply with this Paragraph. Owners shall file with the Board a copy of any lease agreement in effect within ten (10) days of a written request therefor from the Board.

This Paragraph 15 shall not apply to any leasing transaction entered into by the holder of any first Mortgage on a Unit who becomes the Owner of a Unit through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such Mortgage.

16. SALE OF UNITS.

A Unit Owner intending to make a transfer or sale of a Unit or any interest in a Unit shall give written notice to the Board of such intention within ten (10) days after execution of the transfer or sales documents. The Owner shall furnish to the Board as part of the notice (i) the name and address of the intended grantee; and (ii) such other information as the Board may reasonably require. This Paragraph shall not be construed to create a right of first refusal in the Association or in any third party.

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

17. MAINTENANCE RESPONSIBILITY.

(a) By the Owner. Except to the extent otherwise provided in subparagraph (b) below, each Owner shall have the obligation to maintain and keep in good repair all portions of his or her Unit and any Limited Common Elements which may be assigned to his or her Unit. This maintenance responsibility shall include, but not be limited to the following:

(i) all glass surfaces, windows, window frames, screens, shutters, mullions, casings and locks serving the Unit (including caulking of windows);

(ii) all doors, doorways, door frames, thresholds and hardware that are part of any entry system of the Unit (including french doors or sliding glass doors);

(iii) all portions of the patio and patio area serving the Unit, including landscaping or plantings therein, the patio gate and hinges and hardware therefor, the fence enclosing or surrounding the patio area, the patio surfaces or flooring, any railings and walkways within the patio area or serving only the

Unit, the finishing with paint or stain of wood or metal gates and/or fences, the painting and maintenance of exterior wood or metal railings, and stoops not common to all Units;

(iv) all portions of the heating and air conditioning system serving the Unit, including the compressor and any vents, electrical lines or other pipes or lines related thereto, whether or not located within the Unit boundaries;

(v) all pipes, lines, ducts, conduits, or other apparatus which serve only the Unit, other than those under subparagraph (iv) above, from the point where such items intersect the boundaries of a Unit, but also including damage to or stoppage of sanitary or storm sewer lines located outside the boundaries of the Unit caused by roots from trees within the patio serving the Unit, as well as water spigots installed on the exterior of the Unit; and

(vi) exterior lights and exterior electrical outlets serving the Unit except flood lights maintained by the Association.

In addition, each Unit Owner shall have the responsibility:

1. To keep in a neat, clean, sanitary and properly maintained condition the patio area serving his or her Unit and any Limited Common Elements serving his or her Unit.

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

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

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

(b) By the Association. The Association shall maintain, repair, replace and, in the Board's discretion, improve as a Common Expense the "Area of Common Responsibility," which includes all Common Elements and the exterior surfaces of portions of the Unit identified below:

(i) roof surfaces (limited to repair, replacement and maintenance of roof shingles or other covering and surface materials);

(ii) archways;

(iii) exterior brick on the buildings including patio walls, columns and retaining walls;

(iv) painting or staining of wood or other painted or stained trim on exterior building surfaces (including doors, door frames and window frames, but excluding any other maintenance, repair or replacement of such doors, door frames or window frames); and

(v) gutters and downspouts together with the soffits and fascia pertaining thereto.

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

(d) Measures Related to Insurance Coverage.

(i) The Board, upon resolution, shall have the authority to require all or any Unit Owner(s) to do any act or perform any work involving portions of the Condominium which are the Owner's maintenance responsibility, which will, in the Board's sole discretion, decrease the possibility of fire or other damage in the Condominium, reduce the Association's insurance premium(s) or otherwise assist the Board in procuring or maintaining insurance coverage. This authority shall include, but shall not be limited to, requiring all Owners to turn off cut-off valves during winter months for outside water spigots; requiring Owners to insulate pipes sufficiently or take other preventive measures to prevent freezing of water pipes; requiring Owners to install smoke detectors; requiring Owners to make improvements to the Units; and such other measures as the Board may reasonably require so long as the cost of such work does not exceed five hundred (\$500.00) dollars per Unit in any twelve (12) month period.

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

(e) Measures Related to Provision of Common Water Service.

(i) The Association shall have an easement to enter a Unit to inspect for leaking toilets or faucets or other events which may be causing waste of water provided as a Common Expense, or to require an Owner to provide a report from a licensed plumber regarding the results of such an inspection by the plumber. If the inspection reveals that the Owner has failed to maintain the Unit so as to prevent waste of water provided for as a Common Expense, the Board may make necessary repairs in accordance with subparagraph (c) above.

(ii) The Board, upon resolution, shall have the authority to require all or any Owner to do any act or perform any work involving portions of the Condominium which are the Owner's maintenance responsibility, which will, in the Board's sole discretion, conserve water so long as the cost of such work does not exceed three hundred dollars (\$300.00) per Unit in any twelve (12) month period.

(f) Maintenance Standards and Interpretation. The maintenance standards and the enforcement thereof and the interpretation of maintenance obligations under this Declaration may vary from one term of the Board to another. These variances shall not constitute a waiver by the Board of the right to adopt and enforce maintenance standards under this Paragraph. No decision or interpretation by the Board shall constitute a binding precedent with respect to subsequent decisions or interpretations of the Board.

undertaken.

(b) Dispute Resolution. Prior to filing a lawsuit against the Association, the Board, or any officer, director, or property manager of the Association, a Unit Owner or Occupant must request and attend a hearing with the Board. Any such request shall be in writing and shall be personally delivered to any member of the Board or the property manager, if any, of the Association. The Owner or Occupant shall, in such request and at the hearing, make a good faith effort to explain the grievance to the Board and resolve the dispute in an amicable fashion, and shall give the Board a reasonable opportunity to address the Owner's or Occupant's grievance before filing suit. Upon receiving a request for a hearing, the Board shall give notice of the date, time and place of the hearing to the person requesting the hearing. The Board shall schedule this hearing for a date not less than seven (7) nor more than twenty-one (21) days from the date of receipt of the request.

(c) No Discrimination. No action shall be taken by the Association or the Board which would unlawfully discriminate against any person on the basis of race, creed, color, national origin, religion, sex, sexual orientation, familial status or handicap.

(d) Implied Rights. The Association may exercise any right or privilege given to it expressly by this Declaration, the Bylaws, the Articles of Incorporation, any use restriction or rule, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.

21. EMINENT DOMAIN.

In the event of a taking by condemnation or by eminent domain, the provisions of the Act shall prevail and govern; provided, however, that any proceeds received for a taking of the Common Elements (other than for any Limited Common Elements) by condemnation or eminent domain shall, at the option of the Board, either be: (1) distributed to the Owners, (2) credited to future assessments due from the Owners, or (3) allocated to the Owners and deposited into the Association's operating account or reserve account to be applied to Common Expenses, pursuant to O.C.G.A. '44-3-97(a), as amended. Each institutional holder of a first Mortgage shall be entitled to written notice of any such condemnation proceedings, and nothing in the Condominium Instruments shall be construed to give a priority to any Owner in the distribution of proceeds to such Unit.

22. EASEMENTS.

Each Unit Owner and Occupant 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 or her Unit over those portions of the Condominium designated for such purpose), and such easement shall be appurtenant to and shall pass with the title to such Unit, subject to the rights of the Unit Owners to the exclusive use of any Limited Common Elements which may be assigned to their respective Units and to the right of the Association to control the use and enjoyment of the Common Elements as provided by the terms of this Declaration including, but not limited to, the right of the Association to suspend voting and use privileges as provided herein. Every portion of a Unit and any Limited Common Elements contributing to the support of an abutting Unit shall be burdened with an easement of support for the benefit of such abutting Unit. All portions of the Condominium also shall be subject to easements of encroachment as provided in the Act.

23. AMENDMENTS.

Except where a higher vote is required for action under any other provisions of this Declaration or by the Act, this Declaration may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the members of the Association holding seventy-five (75%) percent of the total eligible vote thereof. Notice of a meeting, if any, at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the President and Secretary of the Association and recorded in the DeKalb County, Georgia land records.

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

Notwithstanding the foregoing, the Board of Directors, without the necessity of a vote from the owners, may amend this Declaration to comply with any applicable state, city or federal law, including but not limited to, compliance with applicable guidelines of the Federal National Mortgage Association ("Fannie Mae"), the Department of Housing and Urban Development ("HUD") and the Veterans Administration ("VA").

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

24. SEVERABILITY.

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

25. PREPARER.

This Declaration was prepared by Jay S. Lazega, Weissman, Nowack, Curry, and Wilco, P.C., 1349 West Peachtree Street, 15th Floor, Atlanta, Georgia 30309.

[signatures continued on the next page]

IN WITNESS WHEREOF, the undersigned officers of Lion's Gate Condominium Association, Inc., hereby certify that the above amendment to the Original Declaration and the following amendment to the Original By-Laws were duly adopted by the required majority of the Association and its membership.

This 27th day of July, 1999.

LION'S GATE CONDOMINIUM ASSOCIATION, INC.

By: [Signature] (SEAL)
President

Attest: [Signature] (SEAL)
Secretary

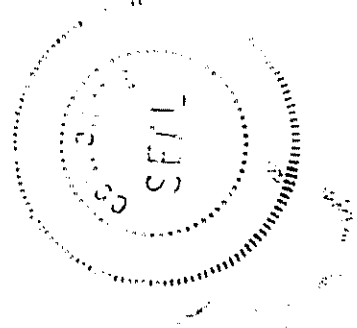
Sworn to and subscribed to before me this 27th day of July, 1999.

[CORPORATE SEAL]

[Signature]
Witness

[Signature]
Notary Public

[NOTARY SEAL]



(F:\docs\05432\002.doc) Final Declaration in MP.doc

EXHIBIT "B"

LIONS GATE CONDOMINIUMS
UNIT INFORMATION

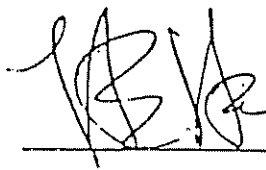
	Street Address	Plat recorded (Book/Page)	Floor Plan
1	1 Lullwater Place	1/42	D
	2 Lullwater Place	1/42	C
	3 Lullwater Place	1/42	C
	4 Lullwater Place	1/42	C
	5 Lullwater Place	1/42	A
	6 Lullwater Place	1/42	A
6	7 Lullwater Place	1/42	C
7	8 Lullwater Place	1/42	C
8	9 Lullwater Place	1/42	C
9	2 Prescott Walk	1/42	D
10			
g. 2	4 Prescott Walk	1/42	A
11	6 Prescott Walk	1/42	A
12	8 Prescott Walk	1/42	A
13			
dg. 3	10 Prescott Walk	1/72	D
14	15 Kings Walk	1/72	A
15	13 Kings Walk	1/72	A
16	11 Kings Walk	1/72	B
17	9 Kings Walk	1/72	D
18			
Bldg. 4	7 Kings Walk	1/81	D
19	5 Kings Walk	1/81	B
20	3 Kings Walk	1/81	A
21	1 Kings Walk	1/81	A
22	47 Lullwater Place	1/81	D
23			
Bldg. 5	48 Lullwater Place	3/147	A
24	49 Lullwater Place	3/147	A
25	50 Lullwater Place	3/147	A
26			
Bldg. 7	12 Kings Walk	5/3	G
27	14 Kings Walk	5/3	F
28	16 Kings Walk	5/3	F
29	18 Kings Walk	5/3	F
30			G
31			
Bldg. 8	14 Prescott Walk	5/36	H
32	16 Prescott Walk	4/144	
33	18 Prescott Walk	5/37	E
34			

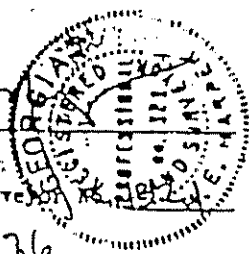
Bldg. 9	33 Lullwater Place	5/111	D
35	34 Lullwater Place	5/111	A
36	35 Lullwater Place	5/111	A
37	36 Lullwater Place	5/73	C
38	37 Lullwater Place	5/112	C
39	38 Lullwater Place	5/112	
40	39 Lullwater Place		
41	40 Lullwater Place		
42	41 Lullwater Place		
43	42 Lullwater Place		
44			
Bldg. 10	43 Lullwater Place	5/56	
45	44 Lullwater Place	5/56	
46	45 Lullwater Place	5/56	
47			
Bldg. 6	46 Lullwater Place	5/25	S
48	4 Kings Walk	5/58	A
49	6 Kings Walk	5/105	D
50	8 Kings Walk	5/110	G
51	10 Kings Walk	4/158	
52			
Bldg. 15	9 Prescott Walk	1/111	D
53	7 Prescott Walk	1/111	A
54	5 Prescott Walk	1/111	C
55	3 Prescott Walk	1/111	C
56			
Bldg. 11	1 Prescott Walk	1/72	D
57	10 Lullwater Place	1/72	A
58	11 Lullwater Place	1/72	A
59	12 Lullwater Place	1/72	D
60	13 Lullwater Place	1/72	C
61	14 Lullwater Place	1/72	C
62	15 Lullwater Place	1/72	C
63	16 Lullwater Place	1/72	A
64	17 Lullwater Place	1/72	C
65	18 Lullwater Place	1/72	C
66	19 Lullwater Place	1/72	D
67			
Bldg. 12	20 Lullwater Place	1/151	C
68	21 Lullwater Place	1/151	C
69	22 Lullwater Place	1/151	C
70	23 Lullwater Place	1/151	C
71	24 Lullwater Place	1/151	A
72	25 Lullwater Place	1/151	A
73	26 Lullwater Place	1/151	D
74			
Bldg. 13	27 Lullwater Place	1/110	D
75	28 Lullwater Place	1/11	C
76	29 Lullwater Place	1/110	C
77	30 Lullwater Place	1/110	C
78	31 Lullwater Place	1/110	D
79			
79			

The third page of "Exhibit B" of the Amended and Restated Declaration of Condominium regarding "Lion's Gate Condominiums-Unit Information" is located at the end of the Documents. It is page 628.

CERTIFICATE
AS TO
UNITS 1 THROUGH 26 AND UNITS 53 THROUGH 84
LION'S GATE CONDOMINIUM
(sometimes referred to as "Phases I and II")

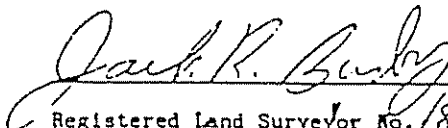
The undersigned Registered Land Surveyor hereby certifies that the as-built plats depicting Units 1-10, recorded in Condominium Plat Book 1, Page 42; Units 11-13, recorded in Condominium Plat Book 1, Page 42; Units 14-18, recorded in Condominium Plat Book 1, Page 72; Units 19-23, recorded in Condominium Plat Book 1, Page 81; Units 24-26, recorded in Condominium Plat Book 3, Page 147; Units 53-56, recorded in Condominium Plat Book 1, Page 111; Units 57-67, recorded in Condominium Plat Book 1, Page 72; Units 68-74, recorded in Condominium Plat Book 1, Page 151; Units 75-79, recorded in Condominium Plat Book 1, Page 110; Units 80-84, recorded in Condominium Plat Book 1, Page 110; all in the DeKalb County Records, together with the Site Plan recorded in Condominium Plat Book 1, Page 34, comply with the minimum standards and requirements of law as to accuracy and all other matters and comply with Section 44-3-83(a) of the Georgia Condominium Act.


Registered Land Surveyor
DATE: 8/20/36



CERTIFICATE
AS TO
UNITS 27 THROUGH 52
LION'S GATE CONDOMINIUM
(sometimes referred to as "Phase III")

The undersigned Registered Land Surveyor hereby certifies that the as-built plats depicting Units 27-31, recorded in Condominium Plat Book 5, Page 3; Unit 32, recorded in Condominium Plat Book 5, Page 36; Unit 33, recorded in Condominium Plat Book 4, Page 144; Unit 34, recorded in Condominium Plat Book 5, Page 37; Units 35-37, recorded in Condominium Plat Book 5, Page 111; Unit 38, recorded in Condominium Plat Book 5, Page 73; Units 39-40, recorded in Condominium Plat Book 5, Page 112; Units 45-47, recorded in Condominium Plat Book 5, Page 56; Unit 48, recorded in Condominium Plat Book 5, Page 25; Unit 49, recorded in Condominium Plat Book 5, Page 58; Unit 50, recorded in Condominium Plat Book 5, Page 105; Unit 51, recorded in Condominium Plat Book 5, Page 110; Unit 52, recorded in Condominium Plat Book 4, Page 158; all in the DeKalb County Records, comply with the minimum standards and requirements of law as to accuracy and all other matters and comply with Section 44-3-83(a) of the Georgia Condominium Act.


Registered Land Surveyor No. 1875
DATE: May 15, 1986

CERTIFICATE
AS TO
UNITS 1 THROUGH 26 AND 53 THROUGH 84
LION'S GATE CONDOMINIUM
(sometimes referred to as "Phase I and II")

Concerning requirements related to Section 44-3-83 (b) of the Georgia Condominium Act, the undersigned Georgia Registered Architect or Georgia Registered Engineer hereby certifies that he has visited the site and viewed the property and that, to the best of his knowledge, information and belief: As to the Units identified above, the exterior walls and roof of each structure are in place as shown on the plans recorded in Condominium Plan File No. 3 in the DeKalb County Condominium Records; and such walls, partitions, floors and ceilings, to the extent shown on said plans, with only the exception of minor tenant modifications and variations, as constitute the horizontal boundaries, if any, and the vertical boundaries of each unit, have been sufficiently constructed so as to establish clearly the physical boundaries of such unit.

William R. Attk

Registered 1970 No. 1906

Dated: July 3, 1986

CERTIFICATE
AS TO
UNITS 27 THROUGH 40 AND 45 THROUGH 52
LION'S GATE CONDOMINIUM
(sometimes referred to as "Phase III")

Pursuant to Section 44-3-83(b) of the Georgia Condominium Act, the undersigned Georgia Registered Architect or Georgia Registered Engineer hereby certifies that he has visited the site and viewed the property and that, to the best of his knowledge, information and belief: As to the Units identified above, the exterior walls and roof of each structure are in place as shown on the plans recorded in Condominium Plan File No. 3 in the DeKalb County Condominium Records; and such walls, partitions, floors and ceilings, to the extent shown on said plans, as constitute the horizontal boundaries, if any, and the vertical boundaries of each unit, have been sufficiently constructed so as to establish clearly the physical boundaries of such unit.

Stephen R. Tovey
Registered GA. Architect No. 2523
DATE: 5-16-86

-----[SPACE ABOVE RESERVED FOR RECORDING DATA]-----

Return to: Weissman, Nowack, Curry & Wilco, P.C
1349 West Peachtree Street, 15th Floor
Atlanta, Georgia 30309

STATE OF GEORGIA
COUNTY OF DEKALB

Reference: Deed Book 4477
Page 265

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM

FOR

LION'S GATE CONDOMINIUM

WHEREAS, Ponce de Leon Condominiums, a Georgia limited partnership, recorded the Declaration of Condominium for Lion's Gate Condominium, on June 3, 1981, in Deed Book 4477, Page 265, et seq., DeKalb County, Georgia Records (hereinafter referred to as the "Original Declaration"); and

WHEREAS, the Original Declaration has been previously amended by amendments recorded in the DeKalb County, Georgia Records as follows:

<u>Recording Date</u>	<u>Deed Book/Page</u>
September 12, 1986	5583/246 <u>et seq.</u>
February 27, 1989	6371/409 <u>et seq.</u> ; and

WHEREAS, plats related to the Condominium were filed in Condominium Plat Book 1, Pages 42, 72, 81, 110, 111 and 151; Book 3, Page 147; Book 4, Pages 144 and 158; and Book 5, Pages 3, 25, 36, 37, -56, 58, 73, 105, 110, 111 and 112, DeKalb County, Georgia Records, as may be amended or supplemented; and

WHEREAS, floor plans relating to the Condominium were filed in Condominium File Cabinet No. 3 of the DeKalb County, Georgia Records, as may be amended or supplemented; and

WHEREAS, Paragraph 11 of the Declaration provides that the Declaration may be amended by the affirmative vote, written consent, or any combination of

affirmative vote and written consent of the members of the Lion's Gate Condominium Association, Inc. ("Association"), holding seventy-five (75%) percent of the total votes thereof; and

WHEREAS, members of the Association holding seventy-five (75%) percent of the total votes thereof desire to amend the Declaration and have approved this Amendment; and

WHEREAS, in accordance with Article IX, Section 9 of the By-Laws of Lion's Gate Condominium Association, Inc. ("Original By-Laws"), the Original By-Laws may be amended by the affirmative vote, written consent, or combination thereof of members holding two-thirds (2/3) of the total vote of the Association; and

WHEREAS, members holding at least two-thirds (2/3) of the total vote of the Association have approved this amendment to the Original By-Laws; and

WHEREAS, this amendment does not significantly amend or modify the terms of Paragraph 14 of the Declaration without consent of first mortgagees, rather such terms are incorporated herein in substantially the same form as Paragraph 14 of the Declaration; provided, however, if a court of competent jurisdiction determines that this amendment does so, then this amendment shall not be binding on the first mortgagee so involved, unless such first mortgagee consents to this amendment; and if such consent is not forthcoming, then the provisions of the Declaration prior to this amendment shall control with respect to the affected first mortgagee;

NOW, THEREFORE, the Original By-Laws and the Original Declaration and all exhibits thereto, are hereby stricken in their entirety and the following is simultaneously substituted therefor:

- TABLE OF CONTENTS -

	<u>Page</u>
1. NAME	1
2. DEFINITIONS	1
3. LOCATION, PROPERTY DESCRIPTION, PLATS AND PLANS	2
4. UNITS AND BOUNDARIES	2
5. COMMON ELEMENTS	3
6. LIMITED COMMON ELEMENTS	3
7. ASSOCIATION MEMBERSHIP AND ALLOCATION OF VOTES	4
8. ALLOCATION OF LIABILITY FOR COMMON EXPENSES	4
9. ASSOCIATION RIGHTS AND RESTRICTIONS	4
10. ASSESSMENTS	5
11. INSURANCE	8
12. REPAIR AND RECONSTRUCTION	10
13. ARCHITECTURAL CONTROLS	11
14. USE RESTRICTIONS	13
15. LEASING	18
16. SALE OF UNITS	20
17. MAINTENANCE RESPONSIBILITY	20
18. PARTY WALLS	24
19. MORTGAGEE'S RIGHTS	24
20. GENERAL PROVISIONS	25
21. EMINENT DOMAIN	26
22. EASEMENTS	26
23. AMENDMENTS	27
24. SEVERABILITY	27
25. PREPARER	27

- LIST OF EXHIBITS -

DESCRIPTION OF SUBMITTED PROPERTY	"A"
DESCRIPTION OF UNIT TYPES AND CERTIFICATIONS	"B"
BYLAWS	"C"

DECLARATION OF CONDOMINIUM

FOR

LION'S GATE CONDOMINIUM

1. NAME.

The name of the condominium is Lion's Gate (hereinafter sometimes called "Lion's Gate" or the "Condominium," as further defined herein), which condominium is a residential condominium which hereby submits to the Georgia Condominium Act, O.C.G.A. Section 44-3-70, et seq. (Michie 1982).

2. DEFINITIONS.

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

(a) Act means the Georgia Condominium Act, O.C.G.A. Section 44-3-70, et seq. (Michie 1982), as may be amended.

(b) Architectural Standards Committee or ASC means the committee established to exercise the architectural review powers set forth in Paragraph 13 hereof.

(c) Area of Common Responsibility means the Common Elements, together with those areas, if any, which by the terms of this Declaration or by agreement with any other Person become the Association's responsibility. Any public rights-of-way within or adjacent to the Condominium, may be part of the Area of Common Responsibility.

(d) Articles or Articles of Incorporation mean the Articles of Incorporation of Lion's Gate Condominium Association, Inc., which have been filed with the Secretary of State of the State of Georgia.

(e) Association means Lion's Gate Condominium Association, Inc., a Georgia nonprofit corporation, its successors or assigns.

(f) Board or Board of Directors means the elected body responsible for management and operation of the Association.

(g) Bylaws means the Bylaws of Lion's Gate Condominium Association, Inc., attached hereto as Exhibit "C" and incorporated herein by this reference.

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

(i) Common Expenses mean the expenses incurred or anticipated to be incurred by the Association for the general benefit of the Condominium, including, but not limited to, those expenses incurred for maintaining, repairing, replacing, and operating the Common Elements and Area of Common Responsibility.

(j) Community-Wide Standard means the standard of conduct, maintenance, or other activity generally prevailing within the Condominium. Such standard may be more specifically determined by the Board and the ASC.

(k) Condominium means all that property described in Exhibit "A," attached hereto and incorporated herein by this reference, submitted to the provisions of the Act by this Declaration.

(l) Condominium Instruments mean this Declaration and all exhibits

hereto, including the Bylaws and the plats and plans, all as may be supplemented or amended.

(m) Effective Date means the date that this Declaration is recorded in the DeKalb County, Georgia land records.

(n) Eligible Mortgage Holder means the holder of a first mortgage secured by a Unit who has requested notice of certain items as set forth herein.

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

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

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

(r) Mortgagee or Mortgage Holder means the holder of any Mortgage.

(s) Occupant means any Person occupying all or any portion of a Unit for any period of time, regardless of whether such Person is a tenant or the Owner of such property.

(t) Owner means the record title holder of a Unit, but shall not include a Mortgage Holder.

(u) Person means any individual, corporation, firm, association, partnership, trust, or other legal entity.

(v) Unit means that portion of the Condominium intended for individual ownership and use as more particularly described herein and shall include the undivided ownership in the Common Elements assigned to the Unit hereunder.

3. LOCATION, PROPERTY DESCRIPTION, PLATS AND PLANS.

The Condominium subject to this Declaration and the Act is located in Land Lots 241 and 242 of the 15th District of DeKalb County, Georgia, being more particularly described in Exhibit "A" hereto. Plats of survey relating to the Condominium have been filed in Condominium Plat Book 1, Pages 42, 72, 81, 110, 111 and 151; Book 3, Page 147; Book 4, Pages 144 and 158; and Book 5, Pages 3, 25, 36, 37, 56, 58, 73, 105, 110, 111 and 112, of the DeKalb County, Georgia records, as amended or supplements. Floor plans relating to the Condominium have been filed in Condominium Floor Plan Drawer No. 3, DeKalb County, Georgia records, as amended or supplements. The plats of survey and floor plans are incorporated herein by reference as fully as if the same were set forth in their entirety herein.

4. UNITS AND BOUNDARIES.

The Condominium is divided into eighty-four (84) separate Units and the Common Elements. Each Unit consists of a dwelling and its appurtenant percentage of undivided interest in the Common Elements. Each Unit shall be conveyed as a separately designated and legally described freehold estate subject to the Act and the Condominium Instruments. The Units are depicted on the plats of survey and the plans. Each Unit includes that part of the structure which lies within the following boundaries:

(a) Vertical Boundaries. The perimetrical or vertical boundaries of each Unit shall be the outer unfinished surfaces of all exterior walls and fences, to include the patio appurtenant to a Unit, and the centerline of all party walls and fences; provided, however, that all attachments to the exterior walls of a residence which are a part thereof, which protrude beyond said boundaries and which were constructed in conformity with the plats and plans for Lion's Gate Condominium, shall be deemed to be included within said boundaries, including, but not limited to, the patio appurtenant to a Unit. Additionally, all conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services which are contained within a Unit shall constitute a part of the Unit.

(b) Horizontal Boundaries. There shall be no upper or lower horizontal boundaries.

(c) Boundaries of Units 41, 42, 43 and 44 of Building 9. Notwithstanding the above, the vertical boundaries of Units 41, 42, 43 and 44 of Building 9 are the planes perpendicular to the lines delineating each side of such Units as shown on the plat of survey recorded in Condominium Plat Book 6, Page 58, DeKalb County, Georgia records; provided, however, that in the event a party wall or fence is installed on such a perimetrical boundary or any portion thereof, such boundary shall be extended to the center line of any party wall or fence which may be constructed thereon from time to time.

The Units are further defined on Exhibit "B" attached hereto and incorporated herein by this reference. In interpreting deeds and plans, the existing physical boundaries of a Unit as originally constructed or reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed in any deed or plan, regardless of settling or lateral movement of the building in which the Unit was located, and regardless of minor variance between the boundaries shown on the plans or in a deed and those of the Unit.

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

5. COMMON ELEMENTS.

The Common Elements consist of all portions of the Condominium not located within the boundaries of a Unit.

Ownership of the Common Elements shall be by the Unit Owners as tenants-in-common. The percentage of undivided interest in and to the Common Elements attributable to each Unit is equal. Such percentages may be altered only by an amendment hereto with the consent of all Owners and Mortgagees (or such lesser number as may be prescribed by the Act).

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

6. LIMITED COMMON ELEMENTS.

There are no Limited Common Elements assigned to Units on the Effective Date of this Declaration. However, the Association's Board, without need for a membership vote, is hereby authorized to assign and to reassign Limited Common Elements, provided that any such assignment or reassignment shall be made in accordance with the provisions of Section 44-3-82(b) and (c) of the Act.

7. ASSOCIATION MEMBERSHIP AND ALLOCATION OF VOTES.

All Unit Owners, by virtue of their ownership of a fee or undivided fee interest in any Unit are members of Lion's Gate Condominium Association, Inc., and, except as otherwise provided herein or in the Bylaws, shall be entitled to vote on all matters upon which Association members are entitled to vote pursuant to the Condominium Instruments. Subject to the provisions of the Condominium Instruments, each Owner shall be entitled to one (1) equally weighted vote for each Unit in which he or she holds the interest required for membership.

8. ALLOCATION OF LIABILITY FOR COMMON EXPENSES.

Except as otherwise provided herein, each Unit is hereby allocated equal liability for Common Expenses.

(a) Except as provided below or elsewhere in the Act or Condominium Instruments, the amount of all Common Expenses shall be assessed against all the Units in accordance with the above allocation of liability for Common Expenses.

(b) The Board shall have the power to assess specially pursuant to this Paragraph and to Section 44-3-80(b) of the Act as, in its discretion, it shall deem appropriate. Failure of the Board to do so shall not be grounds for any action against the Association or the Board and shall not constitute a waiver of the Board's right to do so in the future.

(i) Except for expenses incurred for maintenance and repair of items which are the Association's maintenance responsibility under the Condominium Instruments (other than any Limited Common Elements, if maintained by the Association), any Common Expenses benefitting less than all of the Units or significantly disproportionately benefitting all Units may be specially assessed equitably among all of the Units which are benefitted according to the benefit received.

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

For purposes of this subparagraph (b), nonuse shall constitute a benefit to less than all Units or a significant disproportionate benefit among all Units only when such nonuse results in an identifiable, calculable reduction in cost to the Association.

9. ASSOCIATION RIGHTS AND RESTRICTIONS.

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

(a) in accordance with Section 44-3-105 of the Act, and as otherwise provided herein, to enter any portion of the Condominium for maintenance, emergency or safety purposes, or otherwise to discharge its powers or responsibilities hereunder, which right may be exercised by the Association's Board, officers, agents, employees or managers. Except in an emergency situation,

entry into Units shall be only during reasonable hours and after reasonable notice to the Unit Owner or Occupant;

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

(c) to enforce use restrictions, other Declaration and Bylaws provisions, and rules and regulations by the imposition of reasonable monetary fines and suspension of use and voting privileges as provided in Section 44-3-75 of the Act, as amended (which shall not be construed as limiting any other legal means of enforcement);

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

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

(f) to deal with the Condominium in the event of damage or destruction as a result of casualty loss, condemnation or eminent domain, in accordance with the provisions of the Act and this Declaration;

(g) to represent the Owners in dealing with governmental entities with respect to the Area of Common Responsibility;

(h) to close permanently or temporarily any portion of the Common Elements (excluding any Limited Common Elements) with sixty (60) days prior notice to all Owners, except that, in emergency situations requiring a temporary closing, prior notice shall not be required so long as notice is given within three (3) days after the closing explaining the reason for the closing. Notwithstanding the above, the Owners may re-open closed Common Elements by a majority vote of the total Association vote, cast at a duly called special or annual meeting;

(i) to require each Owner to install separate utility meters for each Owner's Unit at the Owner's cost, or to install such meters and assess the costs thereof against each Unit as provided herein; and

(j) to acquire, hold, and dispose of tangible and intangible personal property and real property; however, approval of Owners holding at least seventy-five (75%) percent of the eligible Association vote shall be required to acquire any real property.

10. ASSESSMENTS.

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

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

All such assessments, together with charges, interest, costs, and reasonable attorney's fees actually incurred, and if the Board so elects, rents, in the maximum amount permitted by the Act, shall be a charge on the Unit and

shall be a continuing lien upon the Unit against which each assessment is made. Such amounts shall also be the personal obligation of the Person who was the Owner of such Unit at the time when the assessment fell due. Each Owner and his or her grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance.

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

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

(i) If any monthly installment of annual assessments or any part thereof is not paid in full by the tenth (10th) day of the month or if any other charge is not paid within ten (10) days of the due date, a late charge equal to the greater of ten (\$10.00) dollars or ten (10%) percent of the amount not paid, or such higher amounts as may be authorized by the Act, may be imposed without further notice or warning to the delinquent Owner, and interest at the rate of ten (10%) percent per annum or such higher rate as may be permitted by the Act shall accrue from the due date.

(ii) If part payment of assessments and related charges is made, the amount received may be applied first to costs and attorney's fees, then, to: (1) in order, late charges, interest, delinquent assessments, and current assessments which are not the subject matter of a lawsuit, and then (2), in order, to late charges, interest, delinquent assessments, and current assessments which are the subject matter of a lawsuit.

(iii) If assessments, fines or other charges or any part thereof due from an Owner remain delinquent and unpaid for more than fifteen (15) days from the date due, then the Board may accelerate and declare immediately due all of that Owner's or Unit's unpaid installments of the annual assessment and of any special assessment not less than ten (10) days after the date of written notice to the Owner. Upon acceleration, that Owner shall lose the privilege of paying the annual assessment in monthly installments for that fiscal year.

(iv) If assessments and other charges or any part thereof remain unpaid more than thirty (30) days after they become delinquent, the Association, acting through the Board, may institute suit to collect all amounts due pursuant to the provisions of the Declaration, the Bylaws, the Act and Georgia law and suspend the Owner's and/or Occupant's right to use the Common Elements, including the right to bring or park vehicles on the Common Elements or have guests bring or park vehicles on the Common Elements (provided, however, the Board may not limit pedestrian, medical, fire, police or other health, safety, service or emergency vehicle ingress or egress to or from the Unit). Prior to suspending parking privileges, the Association shall provide the delinquent Owner or Occupant written notice of its intention to do so, sent by certified mail not less than ten (10) days prior to the date of such suspension.

(v) If any assessment or other charge is delinquent for thirty (30) days or more, in addition to all other rights provided in the Act and herein, the Association shall have the right upon ten (10) days written notice, and in

compliance with any requirements set forth in the Act, to suspend any utility services, the cost of which are an Association Common Expense, including, but not limited to, water service, to that Unit until such time as the delinquent assessments and all costs permitted under this Paragraph, including reasonable attorney's fees, are paid in full. Any costs incurred by the Association in discontinuing and/or reconnecting any utility service, including reasonable attorney's fees, shall be an assessment against the Unit.

Notwithstanding the above, the Board only may suspend water, electricity, heat or air conditioning service paid for as a Common Expense after a final judgment or judgments in excess of a total of \$750.00, or such other amount as required by the Act, are obtained in favor of the Association from a court of competent jurisdiction, the Association provides the notice required to be provided by the institutional provider of such service prior to suspension of such service, and the Association complies with any other requirements of O.C.G.A. 44-3-76. The utility services shall not be required to be restored until the judgment or judgments are paid in full, at which time the Association shall direct the utility provider to restore the service.

(d) Computation of Operating Budget and Assessment. At least thirty (30) days prior to the beginning of the Association's fiscal year, the Board shall prepare a budget covering the estimated costs of operating the Condominium during the coming year. The Board shall cause the budget and notice of the assessments to be levied against each Unit for the following year to be delivered to each member at least twenty-one (21) days prior to the Association's annual meeting.

The budget and the assessment shall become effective unless disapproved by a majority of those eligible members who are voting in person or by proxy at a duly called Association meeting with a quorum present. If the membership disapproves the proposed budget or the Board fails for any reason to determine the budget for the succeeding year, then, until a budget is determined as provided herein, the budget in effect for the current year shall continue for the succeeding year.

The Board may propose a new budget at any time during the year at a special Association meeting. The proposed budget and assessment shall be delivered to the members at least thirty (30) days prior to the proposed effective date thereof and at least seven (7) days prior to the special meeting. The approval procedure set forth above for budgets considered at annual meetings shall also apply to budgets considered at special meetings.

(e) Special Assessments. In addition to the annual assessment provided for in subparagraph (b) above, the Board may at any time levy a special assessment against all Owners, notice of which shall be sent to all Owners. Any special assessment which would cause the average total of special assessments levied in one fiscal year to exceed two hundred (\$200.00) dollars per Unit shall be approved by a Majority of the Owners prior to becoming effective (except as provided in Paragraph 8(b) regarding the power to assess specially pursuant to Section 44-3-80(b) of the Act and Paragraph 12(b) herein, regarding repair or reconstruction of casualty damage to or destruction of all or part of the Condominium).

(f) Capital Budget and Contribution. The Board may prepare an annual capital budget or evaluation which takes into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the Association's projected capital needs both as to amount and timing by equal annual assessments over the period of the budget. Any required capital contribution shall be included within the budget and assessment as provided in subparagraph (d) of this Paragraph.

(g) Statement of Account. Any Owner, Mortgagee, or a Person having executed a contract for the purchase of a Unit, or a lender considering a loan to be secured by a Unit, shall be entitled, upon written request, to a statement from the Association setting forth the amount of assessments due and unpaid, including any late charges, interest, fines, or other charges against a Unit. The Association shall respond in writing within five (5) days of receipt of the request for a statement; provided, however, the Association may require the payment of a fee, not exceeding ten (\$10.00) dollars or such higher amount authorized by the Act, as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Unit as of the date specified therein.

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

11. INSURANCE.

The Association shall obtain and maintain at all times, as a Common Expense, insurance as required by Section 44-3-107 of the Act, as amended, and as required herein. If such insurance is not reasonably available, the Association's insurance policy may exclude improvements and betterments made by the Unit Owner and may exclude the finished surfaces of perimeter and partition walls, floors, and ceilings within the Units (i.e., paint, wallpaper, paneling, other wall covering, tile, carpet and any floor covering; provided, however, floor covering does not mean unfinished hardwood or unfinished parquet flooring).

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

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

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

(a) The Board shall utilize reasonable efforts to secure a blanket hazard insurance policy providing "all risk" coverage in an amount equal to full replacement cost, before application of deductibles, of all improvements located on the Condominium property. If "all risk" coverage is not reasonably available at reasonable cost, the Board shall obtain, at a minimum, fire and extended

coverage, including coverage for vandalism and malicious mischief, in like amounts. The Board shall use reasonable efforts to obtain policies that will provide the following:

- (i) the insurer waives its rights of subrogation of any claims against directors, officers, the managing agent, the individual Owners, Occupants, and their respective household members;
- (ii) any "other insurance" clause contained in the master policy shall expressly exclude individual Owners' policies from its operation;
- (iii) until the expiration of thirty (30) days after the insurer gives notice in writing to the Mortgagee of any Unit, the Mortgagee's insurance coverage will not be affected or jeopardized by any act or conduct of the Owner of such Unit, the other Unit Owners, the Board, or any of their agents, employees, or household members, nor be canceled for nonpayment of premiums;
- (iv) the master policy may not be canceled, substantially modified, or subjected to nonrenewal without at least thirty (30) days prior notice in writing to the Board and all Mortgagees of Units;
- (v) an agreed value endorsement and an inflation guard endorsement; and
- (vi) the deductible amount per occurrence for coverage required by the Act shall not exceed one thousand (\$1,000.00) dollars.

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

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

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

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

- (i) worker's compensation insurance if and to the extent necessary to meet the requirements of law;
- (ii) public liability insurance in amounts no less than required by Section 44-3-107 of the Act, as amended, and officers' and directors' liability insurance in such amounts as the Board may determine. The public liability insurance shall contain a cross liability endorsement;
- (iii) fidelity bonds or dishonesty insurance, if reasonably available, covering officers, directors, employees, and other persons who handle

location of which shall be determined by the Board), clothesline, playground equipment, light (except for reasonable seasonal decorative lights displayed between Thanksgiving and January 15), storm door or window, exterior sculpture, fountains, flags or thing on the exterior of the buildings, in any windows or on any Common Elements, without first obtaining the written approval of the Architectural Standards Committee. The standard for approval of such improvements shall include, but not be limited to, aesthetic consideration, materials to be used, harmony with the external design of the existing buildings, Units and structures, and the location in relation to surrounding structures and topography.

Applications for approval of any such architectural modification shall be in writing and shall provide such information as the ASC may reasonably require. The ASC, or its designee, shall be the sole arbiter of such application and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction which is not in conformance with approved plans. The Board or the ASC may publish written architectural standards for exterior and Common Element alterations or additions, and any request in substantial compliance therewith shall be approved; provided, however, each such requested change shall be in harmony with the external design of the existing buildings and Units and the location in relation to surrounding structures and topography of the vicinity. The ASC or the Board may allow such encroachments on the Common Elements as it deems acceptable.

If the ASC or its designee fails to approve or to disapprove such application within thirty (30) days after the application and all information as the ASC may reasonably require have been submitted, its approval will not be required and this subparagraph (a) will be deemed complied with; provided, however, even if the requirements of this subparagraph are satisfied, nothing herein shall authorize anyone to construct or maintain any structure or improvement that is otherwise in violation of the Declaration, the Bylaws, or the rules and regulations.

(b) Architectural Standards Committee. The ASC shall constitute a standing committee of the Association and shall consist of the Board unless the Board delegates to other Owners the authority to serve on the ASC. The chairperson of the ASC shall be a Board member.

(c) Condition of Approval. As a condition of approval for a requested architectural change, addition, or alteration, an Owner, on behalf of himself or herself and his or her successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement and insurance of such change, modification, addition, or alteration. In the Board's or ASC's discretion, an Owner may be made to verify such condition of approval by written instrument in recordable form acknowledged by such Owner. The Board or ASC also may establish such other conditions of approval as it determines necessary or appropriate, including reasonable construction commencement and completion times.

(d) Limitation of Liability. Review and approval of any application hereunder may be made on any basis, including solely the basis of aesthetic considerations only, and neither the Board nor the ASC shall bear any responsibility for ensuring the design quality, structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes, zoning regulations and other governmental requirements. Neither the Association, the Board, the ASC, or member thereof shall be held liable for any injury, damages or loss arising out of the manner or quality of approved construction on or modifications to any Unit.

(e) No Waiver of Future Approvals. Each Owner acknowledges that the Board and ASC members will change from time to time and that interpretation, application and enforcement of the architectural standards may vary accordingly.

the residential character of the Condominium and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Condominium, as may be determined in the sole discretion of the Board; and (g) the business activity does not result in a materially greater use of common element facilities or Association services.

The terms "business" and "trade," as used herein, shall have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor.

(ii) Number of Occupants. The maximum number of occupants in a Unit shall be limited to two (2) persons per each bedroom in the Unit (as such bedrooms are depicted on the original plats and plans filed in the DeKalb County, Georgia records), plus two (2) additional persons. "Occupancy," for purposes hereof, shall be defined as staying overnight in a Unit for a total of more than thirty (30) days, either consecutive or nonconsecutive, in any calendar year. This occupancy restriction shall not apply to require the removal of any person lawfully occupying a Unit on the Effective Date hereof. Upon written application, the Board of Directors shall grant variances to this restriction as necessary to comply with provisions of the Fair Housing Amendments Act of 1988 or any amendments thereto.

If a Unit Owner is a corporation, partnership, trust or other legal entity not being a natural person or persons, the entity shall designate in writing to the Board of Directors the name of the person or persons who shall occupy the Unit. The designated person or persons to occupy the Unit may not be changed more frequently than once every twelve (12) months, without Board approval.

(b) Subdivision of Units and Outbuildings. No Unit may be subdivided into a smaller Unit, and no structure of a temporary character, trailer, tent, carport, garage or other outbuilding shall be erected by any Owner or Occupant on any portion of the Condominium at any time, either temporarily or permanently.

(c) Use of Common Elements. There shall be no obstruction of the Common Elements, nor shall anything be kept on, parked on, stored on or removed from any part of the Common Elements without prior written Board consent, except as specifically provided herein.

With prior written Board approval, and subject to any restrictions imposed by the Board, an Owner may reserve portions of the Common Elements for use for a period of time as set by the Board. Any such Owner who reserves a portion of the Common Elements as provided herein shall assume, on behalf of himself or herself and his or her guests, Occupants and family, all risks associated with the use of the Common Elements and all liability for any damage or injury to any person or thing as a result of such use. The Association shall not be liable for any damage or injury resulting from such use unless such damage or injury is caused solely by the willful acts or gross negligence of the Association, its agents or employees.

(d) Use of Individual Patio Areas. Individual patio areas adjacent to Units constitute a portion of the Unit hereunder. Owners may landscape and plant in such patio areas and otherwise use such patio areas for appropriate purposes. However, the Owner shall maintain such patio area, and all improvements therein, in neat, clean and proper condition. Appropriate outdoor furniture, plants and items may be kept and used on the patio area, but the patio area shall not be used for storage of indoor furniture, appliances or other similar items if visible from

outside of the patio area.

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

Noxious, destructive or offensive activity shall not be carried on upon the Condominium. No Unit Owner or Occupant may use or allow the use of the Unit or any portion of the Condominium at any time, in any way or for any purpose which may endanger the health, unreasonably annoy or disturb or cause embarrassment, or discomfort to other Owners or Occupants, or in such a way as to constitute, in the Board's sole opinion, a nuisance. Nothing herein, however, shall be construed to affect the rights of an aggrieved Owner to proceed individually for relief from interference with his or her property or personal rights. No Unit Owner or Occupant may use or allow the use of the Unit or the Common Elements in any manner which creates noises between the hours of 11:00 p.m. and 7:30 a.m. which can be heard by persons in another Unit that will, in the Board's sole discretion, unreasonably interfere with the rights, comfort or convenience of any other Owner or Occupant.

No Owner or Occupant shall do any work which, in the Board's reasonable opinion, would jeopardize the soundness or safety of the Condominium or any structure thereon, would reduce the value thereof, or would impair any easement or other interest in the Condominium, without the prior written consent of all Association members and their Mortgagees.

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

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

(g) Pets. No Owner or Occupant may keep any pets other than generally recognized household pets on any portion of the Condominium, as determined in the discretion of the Board. In accordance with DeKalb County Animal Control regulations, no Owner or Occupant may keep more than a total of three (3) pets. No Owner or Occupant may keep, breed or maintain any pet for any commercial purpose. Pets may not be left unattended outdoors or kept unattended outdoors in fenced areas, including patio areas. No structure for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the Common Elements without prior written ASC approval. Dogs must be kept on a leash and be under the physical control of a responsible person at all times while outdoors, other than within patio areas. Feces left upon the Common Elements by dogs must be removed by the owner of the dog or the person responsible for the dog.

No potbellied pigs may be brought onto or kept at the Condominium at any time. No dogs determined in the Board's sole discretion to be dangerous dogs may

be brought onto or kept on the Condominium at any time. Any pet which endangers the health of any Owner or Occupant or which creates a nuisance or unreasonable disturbance, as may be determined in the Board's sole discretion, must be permanently removed from the Condominium upon seven (7) days' written notice by the Board. If the Owner or Occupant fails to do so, the Board may remove the pet. Any pet which, in the Board's sole discretion, presents an immediate danger to the health, safety or property of any community member may be removed by the Board without prior notice to the pet's owner.

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

(h) **Parking.** No Owner or Occupant may keep or bring onto the Condominium more than a reasonable number of vehicles per Unit at any time, as determined by the Board; provided, however, the Board may adopt reasonable rules limiting the number of vehicles which may be parked at the Condominium. Vehicles only may be parked in designated parking spaces or other areas authorized in writing by the Board.

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

Boats, trailers, panel trucks, trucks with a load capacity of one (1) ton or more, vans (excluding mini-vans or utility vehicles used as passenger vehicles and receiving a "car" or "passenger vehicle" classification by the Georgia Department of Motor Vehicles), recreational vehicles (RV's and motor homes), vehicles used primarily for commercial purposes, and vehicles with commercial writings on their exteriors are also prohibited from being parked on the Condominium, except with written Board approval and in areas designated by the Board as parking areas for such vehicles. Notwithstanding the above, trucks, vans, commercial vehicles and vehicles with commercial writings on their exteriors shall be allowed temporarily on the Common Elements during normal business hours for the purpose of serving any Unit or the Common Elements, but shall not be authorized to remain on the Common Elements overnight or for any purpose except serving a Unit or the Common Elements, without written Board approval.

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

If a vehicle is parked in a fire lane or anywhere other than within a designated parking space, is blocking another vehicle or access to another Owner's or Occupant's Unit, is obstructing the flow of traffic, is parked in a space which has been assigned as exclusively serving another Unit, is improperly parked in a guest parking space, or otherwise creates a hazardous condition, no notice shall be required and the vehicle may be towed immediately. If a vehicle is towed in

accordance with this subparagraph, neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage as a result of the towing activity. The Association's right to tow is in addition to, and not in limitation of all other rights of the Association, including the right to assess fines. The Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow.

(i) Abandoned Personal Property. Personal property, other than an automobile as provided for in Paragraph 14(h), is prohibited from being stored, kept, or allowed to remain for more than twenty-four (24) hours upon any portion of the Common Elements without prior written Board permission. If the Board determines that a violation exists, then, not less than two (2) days after written notice is placed on the personal property and/or on the front door of the property owner's Unit, if known, the Board may remove and either discard or store the personal property in a location which the Board may determine. The notice shall include the name and telephone number of the person or entity which will remove the property and the name and telephone number of a person to contact regarding the alleged violation.

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

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

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

(k) Signs. Except as may be required by legal proceedings, no signs, advertising posters or billboards of any kind shall be erected, placed, or permitted to remain on the Condominium without the prior written consent of the Board, except for one (1) professional security sign not to exceed six (6") inches by six (6") inches in size which may be displayed from within or immediately adjacent to both the front and rear entries of a Unit and, in the cases of Units for sale or lease, only one (1) Seller or Lessor sign may be displayed in a window inside the Unit. The Board shall have the right to erect reasonable and appropriate signs on behalf of the Association.

(l) Rubbish, Trash, and Garbage. All rubbish, trash, and garbage shall be regularly removed from the Unit and shall not be allowed to accumulate therein. No garbage or trash shall be placed on the Common Elements outside the Unit.

temporarily or otherwise, except as provided herein. Rubbish, trash, and garbage shall be disposed of in sealed plastic bags and either placed in proper receptacles designated by the Board for collection or removed from the Condominium by the Owner, except that trash consisting of plant materials such as grass, clippings, etc., shall be placed in paper bags designed for this purpose and left at the curb in front of the Unit only on days designated by the Board for pick-up.

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

(n) Garage Sales. Garage sales, yard sales, flea markets, or similar activities shall be permitted at the Condominium only with prior written Board consent or as provided in the Association's rules and regulations, and such sales shall be subject to all reasonable conditions that the Board may impose.

(o) Window Treatments. Unless otherwise approved in writing by the Board, all Unit windows shall have window treatments and any portion thereof visible from outside the Unit shall be white, off-white or other color approved by the Board.

(p) Transient Tenants. No transient tenants or Occupants shall be accommodated in a Unit.

(q) Swimming Pool. Regulations regarding the use of the swimming pool are and may be published from time to time by the Board. Each Owner shall assume, on behalf of himself or herself and his or her guests, occupants and family, responsibility for compliance with such regulations, all risks associated with the use of the swimming pool, and all liability for any damage or injury to any Person or thing as a result of such use. The Association shall not be liable for any damage or injury resulting from such use unless such damage or injury is caused solely by the willful acts or gross negligence of the Association, its agents or employees. No lifeguard is provided. The gates of the swimming pool are to be kept locked at all times. One non-duplicatable key is provided to each Unit, unless use privileges are suspended under this Declaration or the Bylaws. Lost keys may be replaced upon application to the Board and payment of a replacement fee which is established by the Board.

15. LEASING.

The Board shall have the power to make and enforce reasonable rules and regulations and to fine, in accordance with the Declaration and Bylaws, in order to enforce the provisions of this Paragraph.

(a) Definition. "Leasing," for purposes of this Declaration, is defined as regular, exclusive occupancy of a Unit by any person(s) other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. For purposes hereof, occupancy by a roommate of an Owner Occupant shall not constitute leasing.

(b) Leasing Provisions. Leasing of Units shall be governed by the following provisions:

(i) General. Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. All

leases shall be in writing and in a form approved by the Board prior to the effective date of the lease. The Board may maintain and, upon request, provide a form which is deemed acceptable. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than twelve (12) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Within ten (10) days after executing a lease agreement for the lease of a Unit, the Owner shall provide the Board with a copy of the lease, the name of all people occupying the Unit, and the Owner's address. The Owner must provide the lessee copies of the Declaration, Bylaws, and the rules and regulations. Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed lessee; the Board's approval or disapproval shall be limited to the form of the proposed lease.

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

(A) Compliance With Declaration, Bylaws, and Rules and Regulations. The lessee shall comply with all provisions of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto and shall control the conduct of all other Occupants and guests of the leased Unit in order to ensure such compliance. The Owner shall cause all Occupants of his or her Unit to comply with the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations by such Occupants, notwithstanding the fact that such Occupants of the Unit are fully liable and may be sanctioned for any such violation. If the lessee, or a person living with the lessee, commits a violation, a fine may be assessed against both lessee and the Owner, in accordance with Article V, Section 2 of the Bylaws. Unpaid fines shall constitute a lien against the Unit.

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

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

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

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

(c) Applicability of this Paragraph 15. Leases existing on the Effective Date of this Declaration shall not be subject to the terms of subparagraph (b) above. Such leases may continue in accordance with the terms of the Original Declaration. However, any assignment, extension, renewal, or modification of any lease agreement, including, but not limited to, changes in the terms or duration of occupancy, shall be considered a termination of the old lease and commencement of a new lease which must comply with this Paragraph. Owners shall file with the Board a copy of any lease agreement in effect within ten (10) days of a written request therefor from the Board.

This Paragraph 15 shall not apply to any leasing transaction entered into by the holder of any first Mortgage on a Unit who becomes the Owner of a Unit through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such Mortgage.

16. SALE OF UNITS.

A Unit Owner intending to make a transfer or sale of a Unit or any interest in a Unit shall give written notice to the Board of such intention within ten (10) days after execution of the transfer or sales documents. The Owner shall furnish to the Board as part of the notice (i) the name and address of the intended grantee; and (ii) such other information as the Board may reasonably require. This Paragraph shall not be construed to create a right of first refusal in the Association or in any third party.

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

17. MAINTENANCE RESPONSIBILITY.

(a) By the Owner. Except to the extent otherwise provided in subparagraph (b) below, each Owner shall have the obligation to maintain and keep in good repair all portions of his or her Unit and any Limited Common Elements which may be assigned to his or her Unit. This maintenance responsibility shall include, but not be limited to the following:

(i) all glass surfaces, windows, window frames, screens, shutters, mullions, casings and locks serving the Unit (including caulking of windows);

(ii) all doors, doorways, door frames, thresholds and hardware that are part of any entry system of the Unit (including french doors or sliding glass doors);

(iii) all portions of the patio and patio area serving the Unit, including landscaping or plantings therein, the patio gate and hinges and hardware therefor, the fence enclosing or surrounding the patio area, the patio surfaces or flooring, any railings and walkways within the patio area or serving only the

Unit, the finishing with paint or stain of wood or metal gates and/or fences, the painting and maintenance of exterior wood or metal railings, and stoops not common to all Units;

(iv) all portions of the heating and air conditioning system serving the Unit, including the compressor and any vents, electrical lines or other pipes or lines related thereto, whether or not located within the Unit boundaries;

(v) all pipes, lines, ducts, conduits, or other apparatus which serve only the Unit, other than those under subparagraph (iv) above, from the point where such items intersect the boundaries of a Unit, but also including damage to or stoppage of sanitary or storm sewer lines located outside the boundaries of the Unit caused by roots from trees within the patio serving the Unit, as well as water spigots installed on the exterior of the Unit; and

(vi) exterior lights and exterior electrical outlets serving the Unit except flood lights maintained by the Association.

In addition, each Unit Owner shall have the responsibility:

1. To keep in a neat, clean, sanitary and properly maintained condition the patio area serving his or her Unit and any Limited Common Elements serving his or her Unit.

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

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

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

(b) By the Association. The Association shall maintain, repair, replace and, in the Board's discretion, improve as a Common Expense the "Area of Common Responsibility," which includes all Common Elements and the exterior surfaces of portions of the Unit identified below:

(i) roof surfaces (limited to repair, replacement and maintenance of roof shingles or other covering and surface materials);

(ii) archways;

(iii) exterior brick on the buildings including patio walls, columns and retaining walls;

(iv) painting or staining of wood or other painted or stained trim on exterior building surfaces (including doors, door frames and window frames, but excluding any other maintenance, repair or replacement of such doors, door frames or window frames); and

(v) gutters and downspouts together with the soffits and fascia pertaining thereto.

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

(d) Measures Related to Insurance Coverage.

(i) The Board, upon resolution, shall have the authority to require all or any Unit Owner(s) to do any act or perform any work involving portions of the Condominium which are the Owner's maintenance responsibility, which will, in the Board's sole discretion, decrease the possibility of fire or other damage in the Condominium, reduce the Association's insurance premium(s) or otherwise assist the Board in procuring or maintaining insurance coverage. This authority shall include, but shall not be limited to, requiring all Owners to turn off cut-off valves during winter months for outside water spigots; requiring Owners to insulate pipes sufficiently or take other preventive measures to prevent freezing of water pipes; requiring Owners to install smoke detectors; requiring Owners to make improvements to the Units; and such other measures as the Board may reasonably require so long as the cost of such work does not exceed five hundred (\$500.00) dollars per Unit in any twelve (12) month period.

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

(e) Measures Related to Provision of Common Water Service.

(i) The Association shall have an easement to enter a Unit to inspect for leaking toilets or faucets or other events which may be causing waste of water provided as a Common Expense, or to require an Owner to provide a report from a licensed plumber regarding the results of such an inspection by the plumber. If the inspection reveals that the Owner has failed to maintain the Unit so as to prevent waste of water provided for as a Common Expense, the Board may make necessary repairs in accordance with subparagraph (c) above.

(ii) The Board, upon resolution, shall have the authority to require all or any Owner to do any act or perform any work involving portions of the Condominium which are the Owner's maintenance responsibility, which will, in the Board's sole discretion, conserve water so long as the cost of such work does not exceed three hundred dollars (\$300.00) per Unit in any twelve (12) month period.

(f) Maintenance Standards and Interpretation. The maintenance standards and the enforcement thereof and the interpretation of maintenance obligations under this Declaration may vary from one term of the Board to another. These variances shall not constitute a waiver by the Board of the right to adopt and enforce maintenance standards under this Paragraph. No decision or interpretation by the Board shall constitute a binding precedent with respect to subsequent decisions or interpretations of the Board.

undertaken.

(b) Dispute Resolution. Prior to filing a lawsuit against the Association, the Board, or any officer, director, or property manager of the Association, a Unit Owner or Occupant must request and attend a hearing with the Board. Any such request shall be in writing and shall be personally delivered to any member of the Board or the property manager, if any, of the Association. The Owner or Occupant shall, in such request and at the hearing, make a good faith effort to explain the grievance to the Board and resolve the dispute in an amicable fashion, and shall give the Board a reasonable opportunity to address the Owner's or Occupant's grievance before filing suit. Upon receiving a request for a hearing, the Board shall give notice of the date, time and place of the hearing to the person requesting the hearing. The Board shall schedule this hearing for a date not less than seven (7) nor more than twenty-one (21) days from the date of receipt of the request.

(c) No Discrimination. No action shall be taken by the Association or the Board which would unlawfully discriminate against any person on the basis of race, creed, color, national origin, religion, sex, sexual orientation, familial status or handicap.

(d) Implied Rights. The Association may exercise any right or privilege given to it expressly by this Declaration, the Bylaws, the Articles of Incorporation, any use restriction or rule, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.

21. EMINENT DOMAIN.

In the event of a taking by condemnation or by eminent domain, the provisions of the Act shall prevail and govern; provided, however, that any proceeds received for a taking of the Common Elements (other than for any Limited Common Elements) by condemnation or eminent domain shall, at the option of the Board, either be: (1) distributed to the Owners, (2) credited to future assessments due from the Owners, or (3) allocated to the Owners and deposited into the Association's operating account or reserve account to be applied to Common Expenses, pursuant to O.C.G.A. '44-3-97(a), as amended. Each institutional holder of a first Mortgage shall be entitled to written notice of any such condemnation proceedings, and nothing in the Condominium Instruments shall be construed to give a priority to any Owner in the distribution of proceeds to such Unit.

22. EASEMENTS.

Each Unit Owner and Occupant 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 or her Unit over those portions of the Condominium designated for such purpose), and such easement shall be appurtenant to and shall pass with the title to such Unit, subject to the rights of the Unit Owners to the exclusive use of any Limited Common Elements which may be assigned to their respective Units and to the right of the Association to control the use and enjoyment of the Common Elements as provided by the terms of this Declaration including, but not limited to, the right of the Association to suspend voting and use privileges as provided herein. Every portion of a Unit and any Limited Common Elements contributing to the support of an abutting Unit shall be burdened with an easement of support for the benefit of such abutting Unit. All portions of the Condominium also shall be subject to easements of encroachment as provided in the Act.

IN WITNESS WHEREOF, the undersigned officers of Lion's Gate Condominium Association, Inc., hereby certify that the above amendment to the Original Declaration and the following amendment to the Original By-Laws were duly adopted by the required majority of the Association and its membership.

This 27th day of July, 1999.

LION'S GATE CONDOMINIUM ASSOCIATION, INC.

By: [Signature] (SEAL)
President

Attest: [Signature] (SEAL)
Secretary

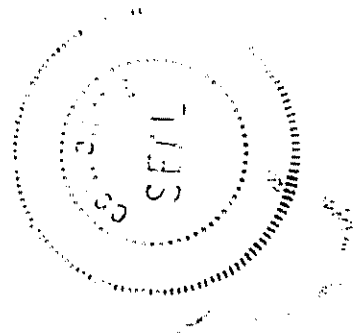
Sworn to and subscribed to before me this 27th day of July, 1999.

[CORPORATE SEAL]

[Signature]
Witness

[Signature]
Notary Public

[NOTARY SEAL]



(F:\docs\05432\002.doc) Final Declaration in MP.doc

EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 241 and Land Lot 242 of the 15th District of DeKalb County, Georgia, and being more particularly described as follows:

BEGINNING at a point at the intersection of the northern side of the right-of-way of Ponce de Leon Avenue and the northwestern side of the right-of-way of Lullwater Road; running thence in a westerly and northwesterly direction along the northern and northeastern side of Ponce de Leon Avenue and following the curvature thereof a distance of seven hundred sixty-seven (767) feet to a point; running thence north $23^{\circ} 57'$ east a distance of five hundred eighty-nine and two hundredths (589.02) feet to a point; running thence south $64^{\circ} 19'$ east a distance of three hundred thirty-four and seventy-three hundredths (334.73) feet to a point; running thence south $16^{\circ} 40'$ west a distance of ninety-nine and twenty-eight hundredths (99.28) feet to a point; running thence south $64^{\circ} 01'$ east a distance of three hundred forty-nine and ninety-seven hundredths (349.97) feet to a point on the northwestern side of Lullwater Road; running thence south $16^{\circ} 30'$ west along the northwestern side of Lullwater Road a distance of three hundred thirty-one and sixty-five hundredths (331.65) feet to a point on the northern side of Ponce de Leon Avenue at the POINT OF BEGINNING; said tract being more fully shown on plat made by Thompson, Hancock & Associates, Inc., Registered Architects, dated July 8, 1971.

EXHIBIT "B"

LIONS GATE CONDOMINIUMS
UNIT INFORMATION

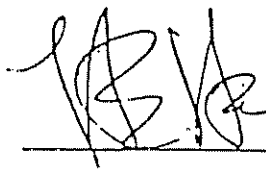
	Street Address	Plat recorded (Book/Page)	Floor Plan
1	1 Lullwater Place	1/42	D
	2 Lullwater Place	1/42	C
	3 Lullwater Place	1/42	C
	4 Lullwater Place	1/42	C
	5 Lullwater Place	1/42	A
	6 Lullwater Place	1/42	A
6	7 Lullwater Place	1/42	C
7	8 Lullwater Place	1/42	C
8	9 Lullwater Place	1/42	C
9	2 Prescott Walk	1/42	D
10			
g. 2	4 Prescott Walk	1/42	A
11	6 Prescott Walk	1/42	A
12	8 Prescott Walk	1/42	A
13			
dg. 3	10 Prescott Walk	1/72	D
14	15 Kings Walk	1/72	A
15	13 Kings Walk	1/72	A
16	11 Kings Walk	1/72	B
17	9 Kings Walk	1/72	D
18			
Bldg. 4	7 Kings Walk	1/81	D
19	5 Kings Walk	1/81	B
20	3 Kings Walk	1/81	A
21	1 Kings Walk	1/81	A
22	47 Lullwater Place	1/81	D
23			
Bldg. 5	48 Lullwater Place	3/147	A
24	49 Lullwater Place	3/147	A
25	50 Lullwater Place	3/147	A
26			
Bldg. 7	12 Kings Walk	5/3	G
27	14 Kings Walk	5/3	F
28	16 Kings Walk	5/3	F
29	18 Kings Walk	5/3	F
30			G
31			
Bldg. 8	14 Prescott Walk	5/36	H
32	16 Prescott Walk	4/144	
33	18 Prescott Walk	5/37	E
34			

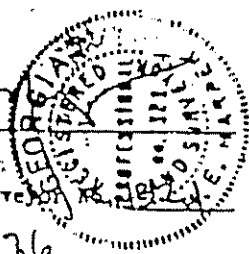
Bldg. 9	33 Lullwater Place	5/111	D
35	34 Lullwater Place	5/111	A
36	35 Lullwater Place	5/111	A
37	36 Lullwater Place	5/73	C
38	37 Lullwater Place	5/112	C
39	38 Lullwater Place	5/112	
40	39 Lullwater Place		
41	40 Lullwater Place		
42	41 Lullwater Place		
43	42 Lullwater Place		
44			
Bldg. 10	43 Lullwater Place	5/56	
45	44 Lullwater Place	5/56	
46	45 Lullwater Place	5/56	
47			
Bldg. 6	46 Lullwater Place	5/25	S
48	4 Kings Walk	5/58	A
49	6 Kings Walk	5/105	D
50	8 Kings Walk	5/110	G
51	10 Kings Walk	4/158	
52			
Bldg. 15	9 Prescott Walk	1/111	D
53	7 Prescott Walk	1/111	A
54	5 Prescott Walk	1/111	C
55	3 Prescott Walk	1/111	C
56			
Bldg. 11	1 Prescott Walk	1/72	D
57	10 Lullwater Place	1/72	A
58	11 Lullwater Place	1/72	A
59	12 Lullwater Place	1/72	D
60	13 Lullwater Place	1/72	C
61	14 Lullwater Place	1/72	C
62	15 Lullwater Place	1/72	C
63	16 Lullwater Place	1/72	A
64	17 Lullwater Place	1/72	C
65	18 Lullwater Place	1/72	C
66	19 Lullwater Place	1/72	D
67			
Bldg. 12	20 Lullwater Place	1/151	C
68	21 Lullwater Place	1/151	C
69	22 Lullwater Place	1/151	C
70	23 Lullwater Place	1/151	C
71	24 Lullwater Place	1/151	A
72	25 Lullwater Place	1/151	A
73	26 Lullwater Place	1/151	D
74			
Bldg. 13	27 Lullwater Place	1/110	D
75	28 Lullwater Place	1/11	C
76	29 Lullwater Place	1/110	C
77	30 Lullwater Place	1/110	C
78	31 Lullwater Place	1/110	D
79			
79			

The third page of "Exhibit B" of the Amended and Restated Declaration of Condominium regarding "Lion's Gate Condominiums-Unit Information" is located at the end of the Documents. It is page 628.

CERTIFICATE
AS TO
UNITS 1 THROUGH 26 AND UNITS 53 THROUGH 84
LION'S GATE CONDOMINIUM
(sometimes referred to as "Phases I and II")

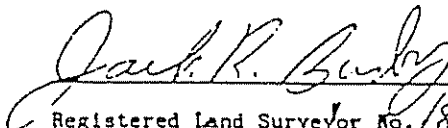
The undersigned Registered Land Surveyor hereby certifies that the as-built plats depicting Units 1-10, recorded in Condominium Plat Book 1, Page 42; Units 11-13, recorded in Condominium Plat Book 1, Page 42; Units 14-18, recorded in Condominium Plat Book 1, Page 72; Units 19-23, recorded in Condominium Plat Book 1, Page 81; Units 24-26, recorded in Condominium Plat Book 3, Page 147; Units 53-56, recorded in Condominium Plat Book 1, Page 111; Units 57-67, recorded in Condominium Plat Book 1, Page 72; Units 68-74, recorded in Condominium Plat Book 1, Page 151; Units 75-79, recorded in Condominium Plat Book 1, Page 110; Units 80-84, recorded in Condominium Plat Book 1, Page 110; all in the DeKalb County Records, together with the Site Plan recorded in Condominium Plat Book 1, Page 34, comply with the minimum standards and requirements of law as to accuracy and all other matters and comply with Section 44-3-83(a) of the Georgia Condominium Act.


Registered Land Surveyor
DATE: 8/20/36



CERTIFICATE
AS TO
UNITS 27 THROUGH 52
LION'S GATE CONDOMINIUM
(sometimes referred to as "Phase III")

The undersigned Registered Land Surveyor hereby certifies that the as-built plats depicting Units 27-31, recorded in Condominium Plat Book 5, Page 3; Unit 32, recorded in Condominium Plat Book 5, Page 36; Unit 33, recorded in Condominium Plat Book 4, Page 144; Unit 34, recorded in Condominium Plat Book 5, Page 37; Units 35-37, recorded in Condominium Plat Book 5, Page 111; Unit 38, recorded in Condominium Plat Book 5, Page 73; Units 39-40, recorded in Condominium Plat Book 5, Page 112; Units 45-47, recorded in Condominium Plat Book 5, Page 56; Unit 48, recorded in Condominium Plat Book 5, Page 25; Unit 49, recorded in Condominium Plat Book 5, Page 58; Unit 50, recorded in Condominium Plat Book 5, Page 105; Unit 51, recorded in Condominium Plat Book 5, Page 110; Unit 52, recorded in Condominium Plat Book 4, Page 158; all in the DeKalb County Records, comply with the minimum standards and requirements of law as to accuracy and all other matters and comply with Section 44-3-83(a) of the Georgia Condominium Act.


Registered Land Surveyor No. 1875
DATE: May 15, 1986

CERTIFICATE
AS TO
UNITS 1 THROUGH 26 AND 53 THROUGH 84
LION'S GATE CONDOMINIUM
(sometimes referred to as "Phase I and II")

Concerning requirements related to Section 44-3-83 (b) of the Georgia Condominium Act, the undersigned Georgia Registered Architect or Georgia Registered Engineer hereby certifies that he has visited the site and viewed the property and that, to the best of his knowledge, information and belief: As to the Units identified above, the exterior walls and roof of each structure are in place as shown on the plans recorded in Condominium Plan File No. 3 in the DeKalb County Condominium Records; and such walls, partitions, floors and ceilings, to the extent shown on said plans, with only the exception of minor tenant modifications and variations, as constitute the horizontal boundaries, if any, and the vertical boundaries of each unit, have been sufficiently constructed so as to establish clearly the physical boundaries of such unit.

William R. Attk

Registered 1970 No. 1906

Dated: July 3, 1986

CERTIFICATE
AS TO
UNITS 27 THROUGH 40 AND 45 THROUGH 52
LION'S GATE CONDOMINIUM
(sometimes referred to as "Phase III")

Pursuant to Section 44-3-83(b) of the Georgia Condominium Act, the undersigned Georgia Registered Architect or Georgia Registered Engineer hereby certifies that he has visited the site and viewed the property and that, to the best of his knowledge, information and belief: As to the Units identified above, the exterior walls and roof of each structure are in place as shown on the plans recorded in Condominium Plan File No. 3 in the DeKalb County Condominium Records; and such walls, partitions, floors and ceilings, to the extent shown on said plans, as constitute the horizontal boundaries, if any, and the vertical boundaries of each unit, have been sufficiently constructed so as to establish clearly the physical boundaries of such unit.

Stephen R. Tovey
Registered GA. Architect No. 2523
DATE: 5-16-86