

DOCUMENTS

5552K
DECLARATION OF CONDOMINIUM

FOR

ST. AUGUSTINE PLACE CONDOMINIUM

STATE OF GEORGIA

COUNTY OF FULTON

COBB SUPERIOR COURT CLERK

Declaration

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CLERK OF COURT
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This Declaration is made on the date hereinafter set forth by Franklin Woods Associates, a Georgia general partnership having Franklin Venture, Inc., a Georgia corporation and Sapioca Corporation, N.V., a corporation organized and existing under the laws of the Netherland Antilles as its sole general partners and having its principal office at Suite 300, 5775-A Peachtree Dunwoody Road, N.E., Atlanta, Georgia 30342 (hereinafter, including its successors and assigns standing in the same relation to the Condominium as Franklin Woods Associates, referred to as "Declarant") for the purposes of submitting the Property, as defined below to the Georgia Condominium Act, 1975, as amended, Ga. Code Ann. §85-1601e et seq. (hereinafter referred to as the "Act").

1. NAME. The name of the Condominium shall be ST. AUGUSTINE PLACE CONDOMINIUM.
2. COUNTY. The Condominium is located in Cobb County, Georgia, and is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.
3. DEFINITIONS. Unless the context otherwise requires, the terms defined in the Act shall, for the purposes of this Declaration be deemed to have the meaning specified therein and in addition the following terms shall have the meanings respectively set forth next to the particular term:
 - (a) "Association" means the St. Augustine Place Condominium Association, Inc., its successors and assigns, acting on behalf of the owners in accordance with the Condominium Instruments for the purpose of exercising the powers of the Association and for administering the Condominium;
 - (b) "Articles" mean the Articles of Incorporation of the Association.
 - (c) "By-Laws" mean the By-Laws of the Association.
 - (d) "Plans" mean the Condominium Floor Plans for the St. Augustine Place Condominium prepared by John E. Didicher, Registered Engineer dated September 20, 1982, as recorded in the Condominium Cabinet ~~XXXXXX~~ of Cobb County, Georgia Records.

- (e) "Plat" means the Condominium survey of the St. Augustine Place Condominium prepared by John E. Didicher, Georgia Registered Land Surveyor, dated September 20, 1982, as recorded in Condominium Plat Book 4 Pages 47+48, Cobb County, Georgia Records.
- (f) "Condominium Instruments" mean the Declaration, By-Laws, Articles, Plat and Plans for the St. Augustine Place Condominium, pursuant to which the Property is submitted to the Act.
- (g) "Building" or "Buildings" mean any or all the buildings as the context requires constructed on the Property as shown in the plats and plans forming part of the Condominium instruments;
- (h) "Property" means all interests, rights and title to the property which is hereby submitted to the Act pursuant to this Declaration as more fully described on Exhibit "A" attached hereto and incorporated herein by this reference, including, without limitation, all improvements, buildings, structures, fixtures, equipment, machinery and apparatus located on the above referenced property and all hereditaments and appurtenances thereto.
- (i) "Additional Property" means all interests, rights and title to the property more fully described on Exhibit "B" attached hereto and incorporated herein by this reference, including, without limitation, all improvements, buildings, structures, fixtures, equipment, machinery and apparatus located on the above-referenced Additional Property and all hereditaments and appurtenances thereto.
- (j) "Phase I" means the Property.

Any words in this Declaration importing the masculine gender shall include the feminine and words importing persons shall include bodies corporate and the singular shall include the plural and vice versa.

4. DESCRIPTION OF THE UNITS. The Condominium consists of 58 residential units located on the Property each with an identifying number as set forth on Exhibit "C" attached hereto and made a part hereof and located as shown on the plans and each intended for independent ownership and use within the Buildings. If Declarant expands the Condominium pursuant to Paragraph 16 herein to include all or part of the Additional Property, then the Condominium shall contain no more than 484 units and each portion of the Additional Property that is added to the

Condominium shall contain an average of 16 units per acre. The exact number of additional units and the identifying numbers shall be specified in the amendments executed and recorded by Declarant submitting portions of the Additional Property from time to time. After the recordation of the above-described amendment all units located on the portion of the Additional Property submitted thereby shall become units in the Condominium as that term is used herein and the term Property as used herein shall thereafter include the portion of the Additional Property submitted by said Amendment. The boundaries of each of the units and any additional units are as follows:

(a) Horizontal (upper and lower)

The horizontal boundaries of any unit are the interior floors and the interior ceilings of such unit including, without limitation, all areas, structures, fixtures, equipment, apparatus, and other items expressly deemed part of the unit by Section 12(a) (2), (3) and (4) of the Act, except that notwithstanding Section 12(a)(3) of the Act, to the extent that any chutes, flues, ducts, conduits, wires, bearing walls, bearing columns or other apparatus lie outside of the boundaries of a unit they are not deemed part of that unit.

(b) Vertical (lateral)

The vertical boundaries of any unit are the interior walls of such unit which separate that unit from the other units and/or Common Elements including without limitation all areas, structures, fixtures, equipment, apparatus and other items expressly deemed part of the unit by Section 12(a)(2), (3) and (4) of the Act, except that notwithstanding Section 12(a)(3) of the Act, to the extent that any chutes, flues, ducts, conduits, wires, bearing walls, bearing columns or other apparatus lie outside of the boundaries of a unit, they are not deemed part of that unit.

5. COMMON ELEMENTS. The Common Elements shall mean and include the land described on Exhibit "A", and on Exhibit "B" after the Condominium is expanded by the recordation of amendments to add any such Additional Property, the air space above the Buildings, portions of Buildings which are not made part of a unit by this Declaration any and all other portions of such land not included as part of a unit by this Declaration, amendments

thereto, or the Act and all other portions of such land which the Act makes part of the Common Elements.

6. LIMITED COMMON ELEMENTS.

- (a) Supplementing the provisions of Section 12(a) of the Act, ownership of each unit shall entitle the owner thereof to the exclusive use of those portions of the Common Elements consisting of (i) heating and/or air conditioning compressors, units, components or other apparatus serving such unit which may be located beyond the boundaries thereof and (ii) any entranceways, stairways and appurtenant fixtures and facilities providing direct access to the unit. In the event that any of the items described herein or in Section 12(a) of the Act, serve more than one but less than all units in a particular building, such items shall be Limited Common Elements appurtenant to the units served thereby. If Declarant records an amendment expanding the Condominium to include any portion of the Additional Property, then each unit thereof added to the Condominium shall be entitled to the exclusive use of portions of the Common Elements described herein that are attributable to that additional unit. Declarant hereby reserves the right to create Limited Common Elements within any portion of the Additional Property and to designate Common Elements therein which may subsequently be assigned as Limited Common Elements. There is no limitation placed on Declarant concerning the types, sizes and maximum number of such additional Limited Common Elements within the Additional Property.
- (b) The Limited Common Elements may be reassigned pursuant to the provision of Section 19(a) and (b) of the Act.
- (c) In the event that the Association's board of directors should authorize the assignment of Common Element parking spaces or any other Common Elements as Limited Common Elements, an amendment to this Declaration making any such assignment shall be prepared, executed and recorded pursuant to the provisions of Section 19(c) of the Act.
- (d) Notwithstanding the provisions of Section 17(a) of the Act, the maintenance responsibilities set forth in Section 5 of Article VII of the By-Laws shall govern the allocation of liabilities for expenses attributable to Limited Common Elements.

7. EASEMENTS. The following easements from each unit owner to each other unit owner and to the Association are hereby reserved and established:

- (a) Use and Enjoyment. Every unit owner, his family, servants and guests, shall have a right and easement of use and enjoyment in and to the Common Elements and such easement shall be appurtenant to and shall pass with the title to every unit, subject to the following provisions: The right of the Association to limit use and enjoyment thereof to the unit owners and their respective families, servants and guests, as well as to provide for the exclusive use and enjoyment of specified portions thereof at certain designated times by less than all unit owners, their families, servants and guests; the right of the Association to limit the number of guests of unit owners; the right of the Association to lease, license or assign to unit owners the use of parking areas, and including specifically the right of the Association to levy a charge or rent for the use thereof; and the right of the Association to suspend the voting rights of a unit owner pursuant to the By-Laws.
- (b) Maintenance and Repair. There shall be an easement in favor of all unit owners and the Association upon, across, above and under the Property and all portions of the Additional Property subsequently submitted to the Condominium, to the extent reasonably necessary and to the extent the rights of other unit owners are not unreasonably interfered with, to enable unit owners to repair portions of their units. The Association, its directors, officers, agents, employees, managers, contractors or servicemen acting for the Association shall have an easement for entry or access as necessary upon, across, above and under the Property and all portions of the Additional Property subsequently submitted to the Condominium for the installation, maintenance, repair and replacement of structures, improvements, systems or other portions or parts of the Property and portions of the Additional Property subsequently submitted to the Condominium in order that the Association is able to fulfill all its obligations pursuant to the Condominium Instruments and in order to make emergency and necessary repairs to units that owner has failed to perform. Use of the easement granted in this paragraph shall be only during normal business hours, except that access may be had at any time in the case of an emergency. To the extent damage is inflicted on

the Common Elements, Limited Common Elements or any unit through which access is taken, the Association or unit owner causing the damage, whether by itself or through agents, employees or others, shall be liable for the prompt repair thereof. There shall be a general easement in favor of the Association permitting the maintenance and continuation of any portions of the Common Elements that encroach into any unit.

- (c) Structural Support. Every portion of a unit which contributes to the structural support of another unit or the Common Elements shall be burdened with an easement of structural support in favor of said other unit or Common Element.
- (d) Utilities, etc. There shall be a general easement in favor of the Association upon, across, above and under all of the Property and portions of the Additional Property subsequently submitted to the Condominium and expressly including the units for ingress, egress, installation, replacing, repairing and maintaining all utilities including, but not limited to gas, water, sewers, telephone and electricity or other community service if and when installed, such as, but not limited to, a master television antenna system should the Association determine to have such a system installed to serve the community and additionally expressly including all installations, equipment and facilities for the air conditioning and heating systems including the boiler, motors, machinery, pipes, vents and other related parts thereto. By virtue of this easement, it shall be expressly permissible to erect and maintain the necessary poles and other necessary equipment on the Property and portions of the Additional Property subsequently submitted to the Condominium and to affix and maintain wires, conduits, cables and the like on, above, across, under and through the roofs and exterior walls of the units. The Association, shall have the right and authority to grant permits, licenses and easements, by execution of recordable documents, over the Common Elements for utilities, roads and other purposes reasonably necessary or useful for the Condominium as attorney-in-fact for all owners.

- 8. LEASES. Any lessee or tenant of a unit shall in all respects be subject to the terms and conditions of this Declaration, the By-Laws, the Articles of Incorporation, and the rules and regulations adopted pursuant thereto. The lease of any unit (other than leases of units owned

by Declarant during the time period of Declarant control and leases or tenancies created prior to the recordation of this Declaration) shall be pursuant to written leases for a term of thirty (30) days or more and conform to rules and regulations governing leases, if any, adopted by the Board of Directors and shall expressly provide that failure of a tenant to abide by the provisions of the Condominium Instruments and including but not limited to the Association's rules and regulations shall be grounds for eviction, provided, however, no rules, regulations or other acts of the Association shall unreasonably interfere with the rental of any unit and shall not discriminate against tenants concerning the use of the leased unit, Common Elements and Limited Common Elements appurtenant thereto, except as expressly permitted herein. In the event grounds for eviction are found to exist, the owner shall be required to evict said tenant and failure so to do shall give the Association the power and right to evict said tenant on behalf of the owner, it being agreed by all owners that the Association is irrevocably appointed as agent for the owner for this purpose. All costs incurred by the Association for such proceeding shall be for the benefit of and on behalf of the owner of the unit and collectible in the same fashion as other assessments levied against the owners.

9. ALLOCATION OF UNDIVIDED INTERESTS IN THE COMMON ELEMENTS. An undivided interest in the Common Elements equal to the percentage set forth on Exhibit "C" next to each unit designation is hereby allocated to each such designated unit and vested in the owner of such unit. If the Declarant expands the Condominium to include any portion of the Additional Property, then the undivided interest in the Common Elements allocated to each unit shall be reallocated so that each unit in the Condominium, after the addition of the portion of the Additional Property, shall have an undivided interest in the Common Elements equal to the ratio that the square footage of each such unit, including additional units, bears to the total square footage of all units in the Condominium including additional units.
10. ALLOCATION OF VOTES IN THE ASSOCIATION. The owner of each unit in the Condominium shall be entitled to one (1) vote in the Association. The persons entitled to exercise such votes at meetings of the Association, the method by which such votes may be exercised and the rights and obligations generally of members of the Association with regard to voting shall be in accordance with Section 16 of the Act and with the By-Laws.

If the Declarant expands the Condominium to include any portion of the Additional Property then the vote allocated to each unit shall be reallocated so that each owner of a unit in the Condominium after the addition of the portion of the Additional Property shall be entitled to one (1) vote in the Association.

11. ALLOCATION OF LIABILITIES.

- (a) The owner of each unit in the Condominium shall be liable for and assessed a share for the common expenses of the Association equal to the percentage set forth on Exhibit "C" next to each unit designation and in accordance with the By-Laws. If the Declarant expands the Condominium to include any portion of the Additional Property then the liability for common expenses allocated to each unit hereof shall be reallocated so that each unit in the Condominium, after the addition of the portion of the Additional Property shall be a liability for common expenses equal to the ratio that the square footage of each such unit, including additional units, bears to the total square footage of all units in the Condominium, including additional units. Notwithstanding the foregoing, pursuant to Section 17(b) of the Act, but only in the case of unusual and non-recurring Common Expenses, excluding expenses incurred for normal maintenance of the Condominium contemplated by Section 5 of Article VII of the By-Laws and only to the extent reasonable and practical for the Board of Directors of the Association to determine in its discretion (i) any common expenses benefiting less than all of the units shall be specially assessed equitably among all of the units so benefited; (ii) any common expenses occasioned by the conduct of less than all of those entitled to occupy all of the units or by the licensees or invitees of any such unit or units shall be specially assessed against the unit or units, the conduct of any occupant, licensee or invitee of which occasioned any such common expenses; and (iii) any common expenses significantly disproportionately benefiting all of the units shall be assessed equitably among all of the Condominium units.
- (b) Pursuant to the provisions of Section 41(b) of the Act, all assessments from the time the same become due and payable, shall constitute a lien in favor of the Association on the unit for which the

assessments pertain. Each holder of a first mortgage on a unit coming into possession of the unit by virtue of foreclosure of the mortgage or by deed in lieu of foreclosure or any purchaser at a foreclosure sale except the previous owner of such unit, a relative or anyone acting on his behalf, shall take the unit free of any claims for unpaid assessments and charges against the unit that accrue prior to the time such holder or purchaser comes into ownership except for claims of a pro rata share of such assessments or charges resulting from a pro rata reallocation of and assessments or charges to all units. The lien for late assessments in the discretion of the Board of Directors of the Association may include (i) a late or delinquency charge (not in excess of the greater of \$10 or 10 percent of the amount of each assessment or installment thereof not paid when due), (ii) interest on each assessment or installment thereof, and any delinquency or late charge appertaining thereto, from the date the same was first due and payable, at a rate not in excess of eight percent per annum, (iii) the costs of collection, including court costs, the expenses of sale, any expenses required for the protection and preservation of the unit, and reasonable attorneys' fees actually incurred, and (iv) the fair rental value of the Condominium unit from the time of the institution of suit until the sale of the Condominium at foreclosure (or until the judgment rendered in such suit is otherwise satisfied).

- (c) Notwithstanding the provisions of Section 40 of the Act, the common profits shall not be returned to unit owners but shall be applied to the payment of common expenses, and any surplus remaining shall be added to a reserve for maintenance repair and replacement of the common elements or other reserves of the Association as may from time to time be determined by the Association in the exercise of its sole discretion.

- 12. UPKEEP OF THE CONDOMINIUM. Notwithstanding the provisions of Section 37 of the Act, all responsibilities of the Association and all unit owners concerning maintenance, repair, renovation, restoration and replacement of units, Limited Common Elements and Common Elements shall be governed by Section 5 of Article VII of the By-Laws.

13. ASSOCIATION. The Declarant has caused the St. Augustine Place Condominium Association, Inc., to be duly incorporated as a non-profit membership corporation and true and correct copies of the Articles of Incorporation and the By-Laws are maintained at the principal and the registered offices of said corporation. Pursuant to the provisions of Section 13 of the Act, the Association shall be empowered, in order to enforce compliance with the lawful provisions of the Condominium Instruments, including any rules or regulations contained in or promulgated in accordance with the By-Laws to impose and assess fines and to suspend temporarily the right of use of certain of the Common Elements. The Association shall have, and the Board of Directors may make reasonable rules to enforce a reasonable right of entry to units for emergency, security and safety. Such right may be exercised by the Association's directors, officers, agents, and employees, managers, and all policemen, firemen, ambulance personnel and all similar emergency personnel in the proper performance of their respective duties. Except as provided in the By-Laws, all directors and officers of the Association shall be owners of units in the Condominium. Other limitations and restrictions on the powers of the Association and on the Board of Directors of the Association are set out in the By-Laws. The Association, at its discretion, shall be specifically empowered to license or assign the use of the parking spaces to unit owners. The Association shall assign one parking space for the use of each unit if the Federal National Mortgage Association so requests in writing, but only if Federal National Mortgage Association holds a mortgage on a unit in the Condominium at the time of request. The Association shall be obligated to maintain the assignment of parking spaces only as long as Federal National Mortgage Association holds such mortgage and requires the continuation of the assignment.
14. USE OF THE CONDOMINIUM. The Condominium is formed for residential purposes and units and additional units located on the Additional Property, if such property is added to the Condominium, shall be occupied and used by the owners thereof only as private residences for the owners and the families, tenants, invitees, and guests of such owners and for no other purposes whatsoever except as may be otherwise permitted by the terms of this Declaration or the By-Laws. Without derogating from the generality of the foregoing, no business shall be maintained or conducted in or from any unit. The owners of units shall be entitled to all of the rights and shall be subject to all the obligations provided for in the Act as limited by the Condominium Instruments and all owners shall comply strictly with the

provisions of the Condominium Instruments including any restrictions, rules or regulations contained in or promulgated in accordance with the By-Laws of the Association. The provisions of this Paragraph 14 hereof shall not affect the right of the Declarant and his duly authorized agents, representatives and employees to enjoy the easement provided for in Section 22 of the Act for the maintenance of sales and leasing offices and/or model units on the submitted property.

15. AMENDMENT OF CONDOMINIUM INSTRUMENTS. Except for amendments to add portions of the Additional Property to the Condominium and as otherwise provided herein, the Condominium Instruments shall be amended only in accordance with the provisions of the Act, and by the votes of the owners of units to which ninety percent (90%) of the votes in the Association appertain duly cast at a meeting at which at least ninety percent (90%) of all owners of units are present together with the prior written consent of all mortgagees. Twenty-one (21) days prior written notice of a meeting that will consider or vote upon such an amendment shall be sent to all unit owners and all holders of mortgages. No votes shall be cast concerning amendment of any Condominium Instruments by virtue of a proxy notwithstanding any other provision to the contrary contained herein or in the Bylaws. Notwithstanding the foregoing, until the time period during which the Declarant may appoint directors expires pursuant to paragraph 17 below, the Association may amend the Condominium Instruments in order to correct any scrivener's errors, conflicts between the Condominium Instruments and the Act, or defects in the Condominium Instruments affecting compliance with the Act, the requirement of Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration or the Federal Housing Administration, provided no unit owner is materially adversely affected by said amendment. No amendment shall be effective unless it is made in conformity with the provisions of the Act and this paragraph, and until a certified copy thereof is filed with the Clerk of the Superior Court of the county where the Condominium is located.

16. CONDOMINIUM EXPANSION.

- (a) Declarant hereby expressly reserves the option to expand the Condominium from time to time and at any time to include any one or more portions of the Additional Property. In order for Declarant to exercise its option reserved hereby, Declarant shall execute and record one or more amendments to this Declaration thereby submitting any portion of the Additional Property to the Act as a part of the Condominium within seven (7) years after the

recording of this Declaration. If two-thirds of the votes in the Association, exclusive of votes appurtenant to units owned by the Declarant's first consent, the Declarant shall be entitled to extend the option period in which portions of the Additional Property can be submitted to the Condominium for any length determined by the Declarant and approved by said two-thirds vote provided Declarant exercises the option to extend said period and obtains the consent of the required votes during the year immediately prior to the expiration of the original seven (7) year period. During the seven (7) year option period and any extension thereof, Declarant may expand the Condominium to include any portion of the Additional Property in any order and any size or location by recording amendments to this Declaration signed only by Declarant and plans showing all units on the portion of the Additional Property submitted thereby. If Declarant records any of the above-described amendments, then the portion of the Additional Property described in the Amendment shall become a part of the Condominium on the date of recordation, including, without limitation, all units, Common Elements and Limited Common Elements located on the portion of the Additional Property submitted thereby. The Declarant may terminate the option to expand the Condominium reserved hereby by executing and recording an amendment to that effect. Except as stated herein there are no other limitations on Declarant's right to expand the Condominium to add the Additional Property. Any portion of the Additional Property may be added at any time at different times, and in any order and in any size, dimension or location during the option period. There is no limitation as to the exact boundaries of the portions of the Additional Property that may be added to the Condominium from time to time and at different times.

- (b) There is no limitation as to the location of any improvements that may be made on any portion of the Additional Property. No assurance is given by Declarant that the structures erected on the Additional Property will be compatible with the structures on the Property in terms of quality of construction, the principal materials to be used and architectural style. No assurances are made by Declarant concerning all other improvements that will be made on any portion of the Additional Property. No assurances are made by Declarant concerning any limitations as to what types of

units will be constructed on the Additional Property nor that they will be substantially identical to the units on the Property. No assurances are made by Declarant concerning the order in which any portion of the Additional Property may be added to the Condominium.

17. TERMINATION OF THE CONDOMINIUM. Subject to the provisions of Section 30 of the Act with regard to the manner in which the termination of the Condominium shall be effected and to the consequences thereof, the Condominium shall be terminated only by the vote of unit owners to which ninety percent (90%) the votes of the Association appertain cast at a meeting at which at least ninety percent (90%) of all owners of units are present and of all mortgagees of such units, together with the written consent of sixty-seven (67%) percent of all holders of first mortgages. No votes shall be cast concerning termination of the Condominium by virtue of a proxy notwithstanding any other provision to the contrary contained herein.
18. CONTROL BY DECLARANT. Pursuant to and in accordance with the provisions and limits of Section 33 of the Act and subject to Article V Part E of the By-Laws, the Declarant is hereby authorized to appoint and remove any member or members of the Board of Directors and any officer or officers of the Association with or without cause. Notwithstanding the foregoing and in accordance with Section 33 of the Act, the Declarant's aforesaid authority shall in no event extend further than the earlier of the following events to occur: (i) the expiration of seven (7) years after the recording of the Declaration; (ii) the date as of which seventy-five percent of all units shall have been conveyed by the Declarant to unit owners other than the Declarant except that the Control Period shall not expire due solely to the conveyance of seventy-five percent (75%) of all units until the earlier of: (a) the addition of all of the Additional Property to the Condominium; or (b) the expiration of the time period in which Declarant is entitled to expand the Condominium as provided herein; or (iii) surrender by Declarant of such authority by an express amendment to the Declaration executed and recorded by Declarant.
19. MORTGAGEES' APPROVALS. Notwithstanding any other provision herein to the contrary which requires less than all of the first mortgagees (based upon one vote for each first mortgage owned) or owners (other than Declarant) to approve, the prior written consent of at least sixty-seven (67%) percent of the first mortgagees (based upon one vote for each first mortgage owned) and ninety percent (90%) of all owners (other than Declarant),

or whatever larger majority may be required by the Condominium Instruments, shall be required to add or amend any material provisions of the Condominium Instruments which establish, provide for or regulate any of the following:

- (a) The pro rata interest or obligations of any individual condominium unit for the purpose of:
 - (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each condominium unit in the Common Elements except reallocation provided for in Paragraphs 9, 10, 11, and 16 herein upon the expansion of the Condominium to include portions of the Additional Property; or
- (b) Subdivide, partition or relocate the boundaries of any unit or the Common Elements or Limited Common Elements, except as otherwise provided herein in the event the Condominium is expanded to include portions of the Additional Property pursuant to Paragraph 16 herein; or
- (c) Voting;
- (d) Assessments, assessment liens or subordination of such liens;
- (e) Reserves for maintenance, repair and replacement of the Common Elements;
- (f) Insurance or fidelity bonds;
- (g) Right to use of the Common Elements;
- (h) Responsibility for maintenance and repair of portions of the Condominium;
- (i) Expansion or contraction of the Condominium or the addition or withdrawal of property to or from the Condominium, except for expansion provided for in Paragraph 16 herein to include the Additional Property;
- (j) Boundaries of any unit;
- (k) Interests in general or limited Common Elements;
- (l) Convertability of units in Common Elements or Common Elements into units;

- (m) Leasing of units;
- (n) Imposition of right of first refusal or similar restriction on the right of a unit owner to sell, transfer, or otherwise convey a unit;
- (o) Any provision expressly for the benefit of holders of first mortgages or insurers or guarantors of such mortgages.

20. MORTGAGEES NOTICE. Upon written request to the Association, identifying the name and address of the requesting party and the address of the unit concerned, the holder of any first mortgage shall be entitled to timely written notice of:

- (a) Any condemnation loss or any casualty loss which affects a material portion of the buildings or improvements in the Condominium or any unit on which a holder, insurer or guarantor of a first mortgage has so requested notice;
- (b) Any delinquency in the payment of assessments or charges owed by an owner of a unit subject to a mortgage held, insured or guaranteed by a requesting party which remains unpaid for a period of sixty (60) days;
- (c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and
- (d) Any proposed action which would require the consent of a specified percentage of holders of first mortgages hereunder.

21. PREPARER. This Declaration has been prepared by F. Lawrence Street of Morris & Manning, attorneys at law, 230 Peachtree Street, Suite 2150, Atlanta, Georgia 30303.

IN WITNESS WHEREOF, the Declarant has executed
this Declaration under its hand and seal on the 27th day of
February, 1982.

FRANKLIN WOODS ASSOCIATES

By: Franklin Venture, Inc.
As General Partner and
as Attorney-in-Fact for
Franklin Woods Associates
pursuant to the Power of
Attorney granted in that
certain Partnership Agreement
of Franklin Woods Associates
Dated February 22, 1982

Signed, sealed and
delivered in the
presence of:

Judith A. Nave
Unofficial Witness

Notary Public
My Commission Expires:

Notary Public, Georgia, State at Large
My Commission Expires Aug. 24, 1986

(NOTARY SEAL)

By: [Signature]
Vice President

Attest: [Signature]
As Secretary

(CORPORATE SEAL)

By: Sapioca Corporation, N.V.
General Partner

By: Franklin Venture, Inc.
as Attorney-in-Fact
pursuant to the Power of
Attorney granted By
Sapioca Corporation, N.V.
in that certain Partnership
Agreement of Franklin Woods
Associates dated February
22, 1982

By: [Signature]
Vice President

Attest: [Signature]
As Secretary

(CORPORATE SEAL)

Signed, sealed and
delivered in the
presence of:

Judith A. Nave
Unofficial Witness

Notary Public
My Commission Expires:

Notary Public, Georgia, State at Large
My Commission Expires Aug. 24, 1986

(NOTARY SEAL)

EXHIBIT "A"
PHASE I

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 578 and 579 of the 2nd Section, 17th District of Cobb County, Georgia, and being more particularly described as follows:

Commencing at an iron pin found located on the northern land lot line of Land Lot 579 located 346.26 feet from the common corner of Land Lots 574, 575, 578 and 579 as measured along the said northern land lot line of 579, south 89°42'31" east; running thence south 89°42'31" east a distance of 330 feet to a point; running thence north 00°47'07" east a distance of 56.43 feet to a point located on the southwest side of the right-of-way of Franklin Road; running thence south 50°07'20" east a distance of 42.13 feet to a point located on the southwest side of Franklin Road right-of-way; running thence south 53°53'32" east a distance of 50 feet to a point located on the southwest side of Franklin Road right-of-way; running thence south 53°59'42" east a distance of 20 feet to a point located on the southwest side of Franklin Road right-of-way; running thence south 40°49'59" west a distance of 139.59 feet to a point; running thence south 00°47'07" west a distance of 530.17 feet to a point; running thence south 00°28'52" east a distance of 51.10 feet to a point; running thence south 87°47'12" west a distance of 103.58 feet to a point; running thence south 86°27'38" west a distance of 48.59 feet to a point; running thence north 46°24'28" west a distance of 303.04 feet to a point; running thence north 48°54'54" east a distance of 63.14 feet to an iron pin found; running thence north 00°17'29" east a distance of 456.88 feet to an iron pin found; said point being the Point of Beginning.

A portion of the above-described property described below is subject to those certain nonexclusive rights for ingress and egress, over, across and upon the above-described property from an adjacent property to the west running through the property described below toward Franklin Road for the use of E. Neil Bishop and Dorothy H. Bishop as set forth in that certain Warranty Deed dated February 22, 1982, recorded at Deed Book 2178, page 219, Cobb County, Georgia Records.

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 578 and 579 of the 2nd Section, 17th District of Cobb County, Georgia, and being more particularly described as follows:

Commencing at an iron pin found located on the northern land lot line of Land Lot 579 located 346.26 feet from the common corner of Land Lots 574, 575, 578 and 579 as measured along

the said northern land lot line of 579, south $89^{\circ}42'31''$ east; running thence south $89^{\circ}42'31''$ east a distance of 330 feet to a point; running thence south $00^{\circ}47'07''$ west a distance of 117.40 feet to an iron pin found; running thence south $00^{\circ}47'07''$ west a distance of 530.17 feet to a point; running thence south $00^{\circ}28'52''$ east a distance of 51.10 feet to a point; running thence south $87^{\circ}47'12''$ west a distance of 103.58 feet to a point; running thence south $86^{\circ}27'38''$ west a distance of 48.59 feet to a point; running thence north $46^{\circ}24'28''$ west a distance of 303.04 feet to a point; running thence north $48^{\circ}54'54''$ east a distance of 63.14 feet to an iron pin found; running thence north $00^{\circ}17'29''$ east a distance of 456.88 feet to an iron pin found; said point being the Point of Beginning.

Said property being that property shown on plat of survey for St. Augustine Place Condominium prepared by John E. Didicher, Registered Engineer, dated September 20, 1982.

EXHIBIT "B"
ADDITIONAL PROPERTY

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 579 and 580 of the 2nd Section, 17th District of Cobb County, Georgia, and being more particularly described as follows:

Commencing at a fence corner at the common corner of Land Lots 579, 580, 645 and 646; running thence south $00^{\circ}55'35''$ west a distance of 1,247.84 feet to a point located at the common corner of Land Lots 580, 581, 644 and 645; running thence north $89^{\circ}12'26''$ west a distance of 519.29 feet to a pipe located on the eastern right-of-way of Wylie Road (40 foot right-of-way); running thence north $00^{\circ}39'01''$ west a distance of 330.08 feet to a point; running thence north $02^{\circ}08'25''$ west a distance of 272.62 feet to a point located on the eastern side of the right-of-way of Wylie Road; running thence north $04^{\circ}27'09''$ west a distance of 55.45 feet to a point located on the eastern side of the right-of-way of Wylie Road; running thence north $08^{\circ}03'33''$ west a distance of 54.49 feet to a point located on the eastern side of the right-of-way of Wylie Road; running thence north $12^{\circ}11'17''$ west a distance of 82.28 feet to a point located on the eastern side of the right-of-way of Wylie Road; running thence north $15^{\circ}02'24''$ west a distance of 173.79 feet to a point located on the eastern side of the right-of-way of Wylie Road; running thence north $12^{\circ}46'17''$ west a distance of 311.94 feet to a point located at the intersection of the northern land lot line of Land Lot 580 and the eastern side of the right-of-way of Wylie Road; running thence north $17^{\circ}35'34''$ west a distance of 57.05 feet to a point located on the eastern side of the right-of-way of Wylie Road; running thence north $19^{\circ}29'27''$ west a distance of 50.01 feet to a point located on the eastern side of the right-of-way of Wylie Road; running thence north $24^{\circ}47'57''$ west a distance of 50.05 feet to a point located on the eastern side of the right-of-way of Wylie Road; running thence north $29^{\circ}35'27''$ west a distance of 50.95 feet to a point located on the eastern side of the right-of-way of Wylie Road; running thence north $35^{\circ}30'58''$ west a distance of 50.6 feet to a point located on the northeastern side of the right-of-way of Wylie Road; running thence north $42^{\circ}28'40''$ west a distance of 99.43 feet to a point located on the northeastern side of the right-of-way of Wylie Road; running thence north $46^{\circ}56'36''$ west a distance of 209.94 feet to a point located on the northeastern side of the right-of-way of Wylie Road; running thence north $45^{\circ}39'18''$ west a distance of 277.83 feet to a point located on the northeastern side of the right-of-way of Wylie Road; running thence north $48^{\circ}54'54''$ east a distance of 225.67 feet to a point; running thence south $46^{\circ}24'28''$ east a distance of 303.04 feet to a point; running thence north $86^{\circ}27'38''$ east a distance of 48.59 feet to a point;

running thence north $87^{\circ}47'12''$ east a distance of 103.58 feet to a point; running thence north $00^{\circ}28'52''$ west a distance of 51.1 feet to a point; running thence south $45^{\circ}50'17''$ east a distance of 467.00 feet to a point; running thence south $07^{\circ}40'21''$ east a distance of 141.23 feet to a point; running thence north $81^{\circ}14'47''$ east a distance of 109.39 feet to a tree; running thence south $45^{\circ}50'17''$ east a distance of 31.53 feet to an iron pin; running thence south $45^{\circ}50'17''$ east a distance of 278.43 feet to a fence corner located at the common corner of Land Lots 579, 580, 645 and 646 and being the Point of Beginning.

ST. AUGUSTINE PLACE - PHASE I

ADDRESSES	UNIT TYPES	PERCENTAGE OWNERSHIP
Building 1		
101		.019547851
102		.019547851
103		.019547851
104		.019547851
105		.019547851
106		.019547851
107		.019547851
108		.019547851
109		.019547851
110		.019547851
Building 2		
201		.014363594
202		.014363594
203		.014363594
204		.014363594
205		.014363594
206		.014363594
207		.014363594
208		.014363594
209		.014363594
210		.014363594
Building 3		
301		.01662168
302		.01662168
303		.01662168
304		.01662168
305		.01662168
306		.01662168
307		.01662168
308		.01662168
309		.01662168
310		.01662168
Building 4		
401		.01662168
402		.01662168
403		.01662168
404		.01662168
405		.01662168
406		.01662168
407		.01662168
408		.01662168

ADDRESSES

UNIT TYPES

PERCENTAGE OWNERSHIP

Building 5

501

502

503

504

505

506

507

508

509

510

.019547851

.019547851

.019547851

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.019547851

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Building 6

601

602

503

604

605

606

607

608

609

610

..01662168

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(SEAL)

3

10/1/77

IV. AMENDMENT TO DECLARATION FOR ST. AUGUSTINE PLACE

CHAS. S. L. L. L.

CHAS. S. L. L. L.

83 AG-1 NI SS

10/1/77

STATE OF GEORGIA

COUNTY OF FULTON

AMENDMENT TO DECLARATION OF CONDOMINIUM
FOR ST. AUGUSTINE PLACE CONDOMINIUM

THIS AMENDMENT is made on the date hereinafter set forth by FRANKLIN WOODS ASSOCIATES, a Georgia general partnership, having its principal office at Suite 100, 5775-A Peachtree Dunwoody Road, N.E., Atlanta, Georgia 30342 (hereinafter, including its successors and assigns standing in the same relation to the condominium as Franklin Woods Associates, referred to as "Declarant") for the purpose of submitting the Phase III Property, as defined below, to the Georgia Condominium Act, 1975, as amended, Official Code of Georgia §44-3-70, et. seq. (hereinafter referred to as the "Act").

1. Definitions. Unless the context otherwise requires, the terms defined in the Act and the Declaration, as defined below, shall, for the purposes of this Amendment, be deemed to have the meaning herein that is specified in the Act and Declaration and in addition the following terms shall have the meanings respectively set forth next to the particular term:

- (a) "Condominium" means the St. Augustine Place Condominium submitted to the Act by the Declaration that is located on the Property.
- (b) "Association" means the St. Augustine Place Condominium Association, Inc., its successors and assigns, acting on behalf of the owners and in accordance with the Condominium Instruments for the purpose of exercising the powers of the Association for administering the Condominium.
- (c) "Declaration" means that certain Declaration of Condominium for St. Augustine Place Condominium dated September 27, 1982, recorded at Deed Book 2595, page 442 of Cobb County, Georgia Records, as amended to add the Phase II Property to the Condominium by that certain Amendment to Declaration of Condominium for St. Augustine Place Condominium dated December 1, 1982, and recorded at Deed Book 2634, Page 1 of Cobb County, Georgia Records.
- (d) "Plans" mean the condominium floor plans for the St. Augustine Place Condominium prepared by John E. Didicher, Registered Engineer, dated September

20, 1982, and the floor plans of the units located on the Phase II Property dated November 23, 1982, 1983, as recorded in the Condominium File Cabinet of Cobb County, Georgia Records.

- (e) "Plat" means the condominium survey of the St. Augustine Place Condominium prepared by John E. Didicher, Georgia Registered Land Surveyor, dated September 20, 1982, as recorded in Condominium Plat Book 4, Pages 47 and 48 of Cobb County, Georgia Records, and the survey of the Phase II Property prepared by John E. Didicher dated November 24, 1982, as recorded in Condominium Plat Book 4, Pages 64 and 65 of Cobb County, Georgia Records.
- (f) "Amended Plans" mean the condominium floor plans for the Phase III Property of the St. Augustine Place Condominium prepared by John E. Didicher, Registered Engineer, dated June 17, 1983, 1983, as recorded in the Condominium File Cabinet of Cobb County, Georgia Records.
- (g) "Amended Plat" means the condominium survey of the Phase III Property of the St. Augustine Place Condominium prepared by John E. Didicher Georgia Registered Land Surveyor, dated June 17, 1983, 1983, as recorded in the Condominium Plat Book 4, Page 101, Cobb County, Georgia Records.
- (h) "Property" means all interests, rights, and title to the Property which was submitted to the Act pursuant to the Declaration that is more fully described on Exhibit "A", attached hereto and by this reference made a part hereof, including, without limitation, all improvements, buildings, structures, fixtures, equipment, machinery and apparatus located on the above-referenced Property and all hereditaments and appurtenances thereto.
- (i) "Phase II Property" means all interests, rights and title to the Property which was previously submitted to the Act and added to the Condominium that is more fully described on Exhibit "B", attached hereto and by this reference made a part hereof, including, without limitation, all improvements, buildings, structures, fixtures, equipment, machinery and apparatus located on the Phase II Property and all hereditaments and appurtenances thereto.
- (j) "Phase III Property" means all interests, rights and title to the property which is hereby submitted to the Act and added to the Condominium

pursuant to this Amendment that is more fully described on Exhibit "C" attached hereto and by this reference made a part hereof, including without limitation, all improvements, buildings, structures, fixtures, equipment, machinery and apparatus located on the Phase III Property and all hereditaments and appurtenances thereto.

- (k) "Additional Property" means the portion of the Additional Property (as defined in the Declaration) that is not included in the Phase II Property and the Phase III Property.

Any words in this Declaration importing the masculine gender shall include the feminine and words importing persons shall include bodies corporate and the singular shall include the plural and vice versa.

2. Additional Units. The Condominium shall consist of the 144 units located on the Property and Phase II Property submitted by the Declaration as previously amended and shown on the Plat and Plans ("Original Units") and the 60 additional units located on the Phase III Property as shown on the Amended Plat and Amended Plans which are hereby submitted to the Act as a part of the Condominium ("Additional Units") having the identifying numbers set forth on Exhibit "D", attached hereto and by this reference made a part hereof, and located as shown on the Amended Plans and Amended Plat with each Additional Unit together with the units submitted by the Declaration intended for independent ownership and use within the buildings. The boundaries of the Additional Units described on Exhibit "D" shall have the boundaries described in Paragraph 4 of the Declaration and as shown on the Amended Plans and Amended Plat.

3. Additional Common Elements. The Common Elements of the Condominium shall include the Property, Phase II Property and Phase III Property, the air space above the buildings, portions of the buildings which are not made a part of any unit by the Declaration or this Amendment and any and all other portions of such land not included as part of a unit by the Declaration or this Amendment, or the Act and all other portions of such land which the Act and Declaration make part of the Common Elements.

4. Limited Common Elements. The Limited Common Elements of the Condominium shall include all portions of the Property, Phase II Property and the Phase III Property that constitute a portion of the Limited Common Elements as described in Paragraph 6 of the Declaration. Each Additional Unit submitted to the Act by this Amendment shall be entitled to the exclusive use of portions of the Common Elements described herein that are attributable to that unit as a Limited Common Element pursuant to the Declaration.

Amendment
shall be
incorporated
into the
Declaration
submitted

owner's
preparation
to amend
in the

Original
amended
liable for
on Exhibit
Expenditure
tion

Original
the
Property
Amended
Automatic

Property
the Act
Declaration
adding
Declaration
the Declaration
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F. Lawren
230 Peach

5. Reallocation of Undivided Interests in Common Elements. An undivided interest in the Common Elements equal to the share set forth on Exhibit "D" next to each unit designation is hereby allocated to each Original Unit submitted by the Declaration, as previously amended, and each Additional Unit submitted hereby and is vested in the owners of such units.

6. Reallocation of Votes in the Association. The owner of each Original Unit submitted by the Declaration, as previously amended, and each Additional Unit shall be entitled to one (1) vote in the Association to be exercised as provided in the Declaration and By-Laws.

7. Reallocation of Liability. The owner of each Original Unit submitted by the Declaration as previously amended and each Additional Unit submitted hereby shall be liable for and assessed a share equal to the share set forth on Exhibit "D" next to each unit designation for the Common Expenses of the Association in accordance with the Declaration.

8. Association. In addition to the owners of the Original Units located on the Property and Phase II Property, the owners of Additional Units located on the Phase III Property shall automatically become members of the St. Augustine Place Condominium Association, Inc., and owners of all such units shall have rights and obligations of membership automatically upon taking title to a unit in the Condominium.

9. Additional Property. Except for the Phase III Property, the Additional Property is not hereby submitted to the Act and shall not be a part of the Condominium unless Declarant subsequently executes and records an amendment adding portions of the Additional Property to the Condominium. Declarant hereby expressly reserves all rights contained in the Declaration to add portions of the Additional Property to the Condominium.

10. Amendment. Except as expressly amended and modified herein, the Declaration and the Condominium Instruments described therein shall remain unchanged and in full force and effect.

11. Preparer. This Amendment has been prepared by F. Lawrence Street of Morris & Manning, Attorneys at Law, 230 Peachtree Street, Suite 2150, Atlanta, Georgia 30303.

IN WITNESS WHEREOF, Declarant has executed this Amendment
under its hand and seal as of the 28th day of July, 1983.

Signed, Sealed and Delivered
in the presence of:

Theresa M. Wells
Witness

Deborah L. Jackson
Notary Public

My Commission Expires:
Notary Public, Georgia, State at Large
My Commission Expires Nov. 8, 1986
(NOTARY SEAL)



FRANKLIN WOODS ASSOCIATES, a Georgia
General Partnership

By: Franklin Venture, Inc. As General
Partner and as Attorney-in-Fact for
Franklin Woods Associates pursuant
to the Power of Attorney granted in
that certain Partnership Agreement
of Franklin Woods Associates dated
February 22, 1982.

By: [Signature]
Vice President

By: [Signature]
Secretary

(CORPORATE SEAL)



By: Sapioca Corporation, N.V.
General Partner

By: Franklin Venture, Inc.
as Attorney-in-Fact for Sapioca
Corporation, N.V. pursuant to the
Power of Attorney granted by Sapioca
Corporation, N.V. in that certain
Partnership Agreement of Franklin Woods
Associates dated February 22, 1982.

By: [Signature]
Vice President

By: [Signature]
Secretary

(CORPORATE SEAL)



Signed, Sealed and Delivered
in the presence of:

Theresa M. Wells
Witness

Beth J. McAlister
Notary Public

My Commission Expires:
(NOTARY SEAL)

Notary Public, Georgia, State at Large
My Commission Expires May 8, 1988



THE CITIZENS AND SOUTHERN NATIONAL BANK

By: R. McIlroy Darnoff
Vice President

Attest: Sandra M. Chatter
Assistant Vice President

(BANK SEAL)



EXHIBIT "A"
PHASE I

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 578 and 579 of the 2nd Section, 17th District of Cobb County, Georgia, and being more particularly described as follows:

Commencing at an iron pin found located on the northern land lot line of Land Lot 579 located 346.26 feet from the common corner of Land Lots 574, 575, 578 and 579 as measured along the said northern land lot line of 579, south 89°42'31" east; running thence south 89°42'31" east a distance of 330 feet to a point; running thence north 00°47'07" east a distance of 56.43 feet to a point located on the southwest side of the right-of-way of Franklin Road; running thence south 50°07'20" east a distance of 42.13 feet to a point located on the southwest side of Franklin Road right-of-way; running thence south 53°53'32" east a distance of 50 feet to a point located on the southwest side of Franklin Road right-of-way; running thence south 53°59'42" east a distance of 20 feet to a point located on the southwest side of Franklin Road right-of-way; running thence south 40°49'59" west a distance of 139.59 feet to a point; running thence south 00°47'07" west a distance of 530.17 feet to a point; running thence south 00°28'52" east a distance of 51.10 feet to a point; running thence south 87°47'12" west a distance of 103.58 feet to a point; running thence south 86°27'38" west a distance of 48.59 feet to a point; running thence north 46°24'28" west a distance of 303.04 feet to a point; running thence north 48°54'54" east a distance of 63.14 feet to an iron pin found; running thence north 00°17'29" east a distance of 456.88 feet to an iron pin found; said point being the Point of Beginning.

A portion of the above-described property described below is subject to those certain nonexclusive rights for ingress and egress, over, across and upon the above-described property from an adjacent property to the west running through the property described below toward Franklin Road for the use of E. Neil Bishop and Dorothy H. Bishop as set forth in that certain Warranty Deed dated February 22, 1982, recorded at Deed Book 2178, page 219, Cobb County, Georgia Records.

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 578 and 579 of the 2nd Section, 17th District of Cobb County, Georgia, and being more particularly described as follows:

Commencing at an iron pin found located on the northern land lot line of Land Lot 579 located 346.26 feet from the common corner of Land Lots 574, 575, 578 and 579 as measured along

the said northern land lot line of 579, south 89°42'31" east; running thence south 89°42'31" east a distance of 330 feet to a point; running thence south 00°47'07" west a distance of 117.40 feet to an iron pin found; running thence south 00°47'07" west a distance of 530.17 feet to a point; running thence south 00°28'52" east a distance of 51.10 feet to a point; running thence south 87°47'12" west a distance of 103.58 feet to a point; running thence south 86°27'38" west a distance of 48.59 feet to a point; running thence north 46°24'28" west a distance of 303.04 feet to a point; running thence north 48°54'54" east a distance of 63.14 feet to an iron pin found; running thence north 00°17'29" east a distance of 456.88 feet to an iron pin found; said point being the Point of Beginning.

Said property being that property shown on plat of survey for St. Augustine Place Condominium prepared by John E. Didicher, Registered Engineer, dated September 20, 1982.

579, south 89°42'31" east; running thence south 89°42'31" east a distance of 330 feet to a point; running thence south 00°47'07" west a distance of 117.40 feet to an iron pin found; running thence south 00°47'07" west a distance of 530.17 feet to a point; running thence south 00°28'52" east a distance of 51.10 feet to a point; running thence south 87°47'12" west a distance of 103.58 feet to a point; running thence south 86°27'38" west a distance of 48.59 feet to a point; running thence north 46°24'28" west a distance of 303.04 feet to a point; running thence north 48°54'54" east a distance of 63.14 feet to an iron pin found; running thence north 00°17'29" east a distance of 456.88 feet to an iron pin found; said point being the Point of Beginning.

EXHIBIT "B"

PHASE II PROPERTY

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 579 of the 2nd Section, 17th District of Cobb County, Georgia, and being more particularly described as follows:

To find the true Point of Beginning, commence at the common corner of Land Lots 575, 574, 578 and 579 of said district, section and county and running thence south $89^{\circ}42'31''$ east a distance of 676.26 feet to a point; running thence south $00^{\circ}47'07''$ west a distance of 647.57 feet to a fence corner being the true POINT OF BEGINNING; commencing at said point of beginning and running thence south $45^{\circ}50'17''$ east a distance of 365 feet to a point; running thence south $59^{\circ}42'48''$ west a distance of 404.57 feet to a point located on the northeastern side of the right-of-way of Wylie Road (a 40 foot right-of-way); running thence north $29^{\circ}35'27''$ west a distance of 10.0 feet to a point located on the northeastern side of said right-of-way; running thence north $35^{\circ}30'58''$ west a distance of 50.60 feet to a point located on the northeastern side of said right-of-way; running thence north $42^{\circ}28'40''$ west a distance of 99.43 feet to a point located on the northeastern side of said right-of-way; running thence north $46^{\circ}56'36''$ west a distance of 209.94 feet to a point located on the northeastern side of said right-of-way; running thence north $45^{\circ}38'43''$ west a distance of 277.98 feet to a point located on the northeastern side of said right-of-way; running thence north $48^{\circ}54'54''$ east a distance of 225.67 feet to a point; running thence south $46^{\circ}24'28''$ east a distance of 303.04 feet to a point; running thence north $86^{\circ}27'38''$ east a distance of 48.59 feet to a point; running thence north $87^{\circ}47'12''$ east a distance of 103.58 feet to a point; running thence north $00^{\circ}28'52''$ west a distance of 51.1 feet to a point being the Point of Beginning, as shown as Phase II on that certain survey of St. Augustine Place Condominium dated September 20, 1982.

EXHIBIT c

ALL THAT TRACT OR PARCEL of land lying and being in Land Lots 579 and 580 of the 17th District, 2nd Section of Cobb County, Georgia and being more particularly described as follows:

Commencing at a point of beginning located a distance of 486.96 feet as measured along the line having a bearing north 45 degrees 50 minutes 17 seconds west from an iron pin located by a fence corner said iron pin being located at the common corner of Land Lots 579, 580, 645 and 646 of said district, section and county; from said point of beginning running thence south 7 degrees 40 minutes 21 seconds east a distance of 141.23 feet to an iron pin; running thence south 7 degrees 40 minutes 21 seconds east a distance of 63 feet to a point; running thence south 27 degrees 33 minutes 36 seconds west a distance of 254.21 feet to a point; running thence south 79 degrees 19 minutes 23 seconds west a distance of 225.84 feet to a point located on the eastern side of the right-of-way of Wylie Road (a 40-foot right-of-way); running thence north 12 degrees 46 minutes 17 seconds west a distance of 160 feet to an iron pin located on the eastern side of said right-of-way; running thence north 17 degrees 35 minutes 34 seconds west a distance of 57.05 feet to a point; running thence north 19 degrees 29 minutes 27 seconds west a distance of 50.01 feet to a point located on the eastern side of said right-of-way; running thence north 24 degrees 47 minutes 57 seconds west a distance of 50.05 feet to a point located on the eastern side of said right-of-way; running thence north 29 degrees 35 minutes 27 seconds west a distance of 40.95 feet to a point located on the eastern side of said right-of-way; running thence north 59 degrees 42 minutes 48 seconds east a distance of 404.57 feet to a point; running thence south 45 degrees 50 minutes 17 seconds east a distance of 102.0 feet to the point of beginning; said property containing 3.59 acres and being designated as Phase II on that certain plat of survey prepared for Franklin Woods Associates and the Citizens and Southern National Bank by Carl M. Maddox dated January 24, 1982 and last revised February 22, 1983.

EXHIBIT D

ST. AUGUSTINE PLACE - PHASES I, II, AND III

ADDRESSES	UNIT TYPES	PERCENTAGE OWNERSHIP
Building 1		
101 Augusta Drive	3x2/D Unit	.0058761507
102 Augusta Drive	3x2/D Unit	.0058761507
103 Augusta Drive	3x2/D Unit	.0058761507
104 Augusta Drive	3x2/D Unit	.0058761507
105 Augusta Drive	3x2/D Unit	.0058761507
106 Augusta Drive	3x2/D Unit	.0058761507
107 Augusta Drive	3x2/D Unit	.0058761507
108 Augusta Drive	3x2/D Unit	.0058761507
109 Augusta Drive	3x2/D Unit	.0058761507
110 Augusta Drive	3x2/D Unit	.0058761507
Building 2		
201 Augusta Drive	2x1/E Unit	.004356061
202 Augusta Drive	2x1/E Unit	.004356061
203 Augusta Drive	2x1/E Unit	.004356061
204 Augusta Drive	2x1/E Unit	.004356061
205 Augusta Drive	2x1/E Unit	.004356061
206 Augusta Drive	2x1/E Unit	.004356061
207 Augusta Drive	2x1/E Unit	.004356061
208 Augusta Drive	2x1/E Unit	.004356061
209 Augusta Drive	2x1/E Unit	.004356061
210 Augusta Drive	2x1/E Unit	.004356061
Building 3		
301 Augusta Drive	2x2/C Unit	.00504106
302 Augusta Drive	2x2/C Unit	.00504106
303 Augusta Drive	2x2/C Unit	.00504106
304 Augusta Drive	2x2/C Unit	.00504106
305 Augusta Drive	2x2/C Unit	.00504106
306 Augusta Drive	2x2/C Unit	.00504106
307 Augusta Drive	2x2/C Unit	.00504106
308 Augusta Drive	2x2/C Unit	.00504106
309 Augusta Drive	2x2/C Unit	.00504106
310 Augusta Drive	2x2/C Unit	.00504106
Building 4		
401 Augusta Drive	2x2/C Unit	.00504106
402 Augusta Drive	2x2/C Unit	.00504106
403 Augusta Drive	2x2/C Unit	.00504106
404 Augusta Drive	2x2/C Unit	.00504106
405 Augusta Drive	2x2/C Unit	.00504106
406 Augusta Drive	2x2/C Unit	.00504106
407 Augusta Drive	2x2/C Unit	.00504106
408 Augusta Drive	2x2/C Unit	.00504106

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10

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8

ADDRESSES

Building 5

501 Augusta Drive
502 Augusta Drive
503 Augusta Drive
504 Augusta Drive
505 Augusta Drive
506 Augusta Drive
507 Augusta Drive
508 Augusta Drive
509 Augusta Drive
510 Augusta Drive

UNIT TYPES

3x2/D Unit
3x2/D Unit
3x2/D Unit
3x2/D Unit
3x2/D Unit
3x2/D Unit
3x2/D Unit
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PERCENTAGE OWNERSHIP

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701 Augusta Drive
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704 Augusta Drive
705 Augusta Drive
706 Augusta Drive
707 Augusta Drive
708 Augusta Drive

2x2/C Unit
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801 Augusta Drive
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810 Augusta Drive

2x2/C Unit
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901 Augusta Drive
902 Augusta Drive
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2x2/C Unit
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ADDRESSES

Building 10

1001 Augusta
1002 Augusta
1003 Augusta
1004 Augusta
1005 Augusta
1006 Augusta
1007 Augusta
1008 Augusta
1009 Augusta
1010 Augusta

Building 11

1101 Augusta
1102 Augusta
1103 Augusta
1104 Augusta
1105 Augusta
1106 Augusta
1107 Augusta
1108 Augusta
1109 Augusta
1110 Augusta

Building 12

1201 Augusta
1202 Augusta
1203 Augusta
1204 Augusta
1205 Augusta
1206 Augusta
1207 Augusta
1208 Augusta
1209 Augusta
1210 Augusta

Building 13

1301 Augusta
1302 Augusta
1303 Augusta
1304 Augusta
1305 Augusta
1306 Augusta
1307 Augusta
1308 Augusta

2833

ADDRESSES

UNIT TYPE

PERCENTAGE OWNERSHIP

Building 10

1001 Augusta Drive	2x2/C Unit	.0050411561 B
1002 Augusta Drive	2x2/C Unit	.0050411561
1003 Augusta Drive	2x2/C Unit	.0050411561
1004 Augusta Drive	2x2/C Unit	.0050411561
1005 Augusta Drive	2x2/C Unit	.0050411561
1006 Augusta Drive	2x2/C Unit	.0050411561
1007 Augusta Drive	2x2/C Unit	.0050411561 B
1008 Augusta Drive	2x2/C Unit	.0050411561
1009 Augusta Drive	2x2/C Unit	.0050411561
1010 Augusta Drive	2x2/C Unit	.0050411561

Building 11

1101 Augusta Drive	2x1/E Unit	.004356061 B
1102 Augusta Drive	2x1/E Unit	.004356061
1103 Augusta Drive	2x1/E Unit	.004356061
1104 Augusta Drive	2x1/E Unit	.004356061
1105 Augusta Drive	2x1/E Unit	.004356061
1106 Augusta Drive	2x1/E Unit	.004356061
1107 Augusta Drive	2x1/E Unit	.004356061 B
1108 Augusta Drive	2x1/E Unit	.004356061
1109 Augusta Drive	2x1/E Unit	.004356061
1110 Augusta Drive	2x1/E Unit	.004356061

Building 12

1201 Augusta Drive	3x2/D Unit	.0058761507
1202 Augusta Drive	3x2/D Unit	.0058761507
1203 Augusta Drive	3x2/D Unit	.0058761507
1204 Augusta Drive	3x2/D Unit	.0058761507
1205 Augusta Drive	3x2/D Unit	.0058761507
1206 Augusta Drive	3x2/D Unit	.0058761507
1207 Augusta Drive	3x2/D Unit	.0058761507
1208 Augusta Drive	3x2/D Unit	.0058761507
1209 Augusta Drive	3x2/D Unit	.0058761507
1210 Augusta Drive	3x2/D Unit	.0058761507

Building 13

1301 Augusta Drive	2x1/E Unit	.004356061
1302 Augusta Drive	2x1/E Unit	.004356061
1303 Augusta Drive	2x1/E Unit	.004356061
1304 Augusta Drive	2x1/E Unit	.004356061
1305 Augusta Drive	2x1/E Unit	.004356061
1306 Augusta Drive	2x1/E Unit	.004356061
1307 Augusta Drive	2x1/E Unit	.004356061
1308 Augusta Drive	2x1/E Unit	.004356061
1309 Augusta Drive	2x1/E Unit	.004356061
1310 Augusta Drive	2x1/E Unit	.004356061

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ADDRESSES

Building 14
1401 Augusta Drive
1402 Augusta Drive
1403 Augusta Drive
1404 Augusta Drive
1405 Augusta Drive
1406 Augusta Drive
1407 Augusta Drive
1408 Augusta Drive
1409 Augusta Drive
1410 Augusta Drive

UNIT TYPE

2x1/E Unit
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PERCENTAGE OWNERSHIP

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Building 15

1501 Augusta Drive
1502 Augusta Drive
1503 Augusta Drive
1504 Augusta Drive
1505 Augusta Drive
1506 Augusta Drive
1507 Augusta Drive
1508 Augusta Drive
1509 Augusta Drive
1510 Augusta Drive

2x2/C Unit
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Building 16

1601 Augusta Drive
1602 Augusta Drive
1603 Augusta Drive
1604 Augusta Drive
1605 Augusta Drive
1606 Augusta Drive
1607 Augusta Drive
1608 Augusta Drive
1609 Augusta Drive
1610 Augusta Drive

2x2/C Unit
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Building 17

1701 Augusta Drive
1702 Augusta Drive
1703 Augusta Drive
1704 Augusta Drive
1705 Augusta Drive
1706 Augusta Drive
1707 Augusta Drive
1708 Augusta Drive
1709 Augusta Drive
1710 Augusta Drive

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ADDRESSES

Building 18
1801 Augusta
1802 Augusta
1803 Augusta
1804 Augusta
1805 Augusta
1806 Augusta
1807 Augusta
1808 Augusta
1809 Augusta
1810 Augusta

Building 19
1901 Augusta
1902 Augusta
1903 Augusta
1904 Augusta
1905 Augusta
1906 Augusta
1907 Augusta
1908 Augusta
1909 Augusta
1910 Augusta

Building 20
2001 Augusta
2002 Augusta
2003 Augusta
2004 Augusta
2005 Augusta
2006 Augusta
2007 Augusta
2008 Augusta
2009 Augusta
2010 Augusta

Building 21
2101 Augusta
2102 Augusta
2103 Augusta
2104 Augusta
2105 Augusta
2106 Augusta
2107 Augusta
2108 Augusta
2109 Augusta
2110 Augusta

ERSHIP

ADDRESSES

UNIT TYPE

PERCENTAGE OWNERSHIP

Building 18

1801 Augusta Drive
1802 Augusta Drive
1803 Augusta Drive
1804 Augusta Drive
1805 Augusta Drive
1806 Augusta Drive
1807 Augusta Drive
1808 Augusta Drive
1809 Augusta Drive
1810 Augusta Drive

2x1/E Unit
2x1/E Unit
2x1/E Unit
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Building 19

1901 Augusta Drive
1902 Augusta Drive
1903 Augusta Drive
1904 Augusta Drive
1905 Augusta Drive
1906 Augusta Drive
1907 Augusta Drive
1908 Augusta Drive
1909 Augusta Drive
1910 Augusta Drive

2x1/E Unit
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Building 20

2001 Augusta Drive
2002 Augusta Drive
2003 Augusta Drive
2004 Augusta Drive
2005 Augusta Drive
2006 Augusta Drive
2007 Augusta Drive
2008 Augusta Drive
2009 Augusta Drive
2010 Augusta Drive

2x1/E Unit
2x1/E Unit
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Building 21

2101 Augusta Drive
2102 Augusta Drive
2103 Augusta Drive
2104 Augusta Drive
2105 Augusta Drive
2106 Augusta Drive
2107 Augusta Drive
2108 Augusta Drive
2109 Augusta Drive
2110 Augusta Drive

2x1/E Unit
2x1/E Unit
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S. W. K.

STATE OF GEORGIA
COUNTY OF FULTON

GEORGIA, Cobb County, Office of Superior Court Clerk
Filed 12-1-1982 2:00 clock P.M., Rec-12-1-1982
Deed Book 2634 Page 1 JACK L. GRAHAM, Clerk

AMENDMENT TO DECLARATION OF CONDOMINIUM
FOR ST. AUGUSTINE PLACE CONDOMINIUM

THIS AMENDMENT is made on the date hereinafter set forth by FRANKLIN WOODS ASSOCIATES, a Georgia general partnership, having its principal office at Suite 300, 5775-A Peachtree Dunwoody Road, N.E., Atlanta, Georgia 30342 (hereinafter, including its successors and assigns standing in the same relation to the condominium as Franklin Woods Associates, referred to as "Declarant") for the purpose of submitting the Phase II Property, as defined below, to the Georgia Condominium Act, 1975, as amended, Official Code of Georgia §44-3-70 et. seq. (hereinafter referred to as the "Act").

1. Definitions. Unless the context otherwise requires, the terms defined in the Act and the Declaration, as defined below, shall, for the purposes of this Amendment, be deemed to have the meaning herein that is specified in the Act and Declaration and in addition the following terms shall have the meanings respectively set forth next to the particular term:

- (a) "Condominium" means the St. Augustine Place Condominium submitted to the Act by the Declaration that is located on the Property.
- (b) "Association" means the St. Augustine Place Condominium Association, Inc., its successors and assigns, acting on behalf of the owners and in accordance with the Condominium Instruments for the purpose of exercising the powers of the Association for administering the Condominium.
- (c) "Declaration" means that certain Declaration of Condominium for St. Augustine Place Condominium dated September 27, 1982, recorded at Deed Book 2595, page 442 of Cobb County, Georgia Records.
- (d) "Plans" mean the condominium floor plans for the St. Augustine Place Condominium prepared by John E. Didicher, Registered Engineer, dated September 20, 1982, as recorded in the Condominium File Cabinet of Cobb County, Georgia Records.
- (e) "Plat" means the condominium survey of the St. Augustine Place Condominium prepared by John E. Didicher, Georgia Registered Land Surveyor, dated September 20, 1982, as recorded in the Condominium Plat Book 4, Pages 47 and 48 of Cobb County, Georgia Records.

for submission to the Clerk of the Superior Court of Cobb County, Georgia
12-1-1982 2:00 P.M.
2634 Page 1

- (f) "Amended Plans" mean the condominium floor plans for the St. Augustine Place Condominium prepared by John E. Didicher, Registered Engineer, dated November 23, 1982, as recorded in the Condominium File Cabinet of Cobb County, Georgia Records.
- (g) "Amended Plat" means the condominium survey of the St. Augustine Place Condominium prepared by John E. Didicher Georgia Registered Land Surveyor, dated November 24, 1982, as recorded in the Condominium Plat Book 4, Pages 64-65, Cobb County, Georgia Records.
- (h) "Property" means all interests, rights, and title to the Property which was submitted to the Act pursuant to the Declaration that is more fully described on Exhibit "A", attached hereto and by this reference made a part hereof, including, without limitation, all improvements, buildings, structures, fixtures, equipment, machinery and apparatus located on the above-referenced Property and all hereditaments and appurtenances thereto.
- (i) "Phase II Property" means all interests, rights and title to the Property which is hereby submitted to the Act and added to the Condominium pursuant to this Amendment that is more fully described on Exhibit "B", attached hereto and by this reference made a part hereof, including, without limitation, all improvements, buildings, structures, fixtures, equipment, machinery and apparatus located on the Phase II Property and all hereditaments and appurtenances thereto.
- (j) "Additional Property" means the portion of the Additional Property (as defined in the Declaration) that is not included in the Phase II Property.

Any words in this Declaration importing the masculine gender shall include the feminine and words importing persons shall include bodies corporate and the singular shall include the plural and vice versa.

2. Additional Units. The Condominium shall consist of the 58 units located on the Property submitted by the Declaration and shown on the Plat and Plans ("Original Units") and the 86 additional units located on the Phase II Property as shown on the Amended Plat and Amended Plans which are hereby submitted to the Act as a part of the Condominium ("Additional Units") having the identifying numbers set forth on Exhibit "C", attached hereto and by this reference made a part hereof, and located as shown on the Amended Plans and Amended Plat with each Additional Unit together with the units submitted by the Declaration intended for independent ownership and use within the buildings. The

boundaries of the Additional Units described on Exhibit "C" shall have the boundaries described in Paragraph 4 of the Declaration and as shown on the Amended Plans and Amended Plat.

3. Additional Common Elements. The Common Elements of the Condominium shall include the Property and Phase II Property, the air space above the buildings, portions of the buildings which are not made a part of any unit by the Declaration or this Amendment and any and all other portions of such land not included as part of a unit by the Declaration or this Amendment, or the Act and all other portions of such land which the Act and Declaration make part of the Common Elements.

4. Limited Common Elements. The Limited Common Elements of the Condominium shall include all portions of the Phase II Property that constitute a portion of the Limited Common Elements as described in Paragraph 6 of the Declaration. Each Additional Unit submitted to the Act by this Amendment shall be entitled to the exclusive use of portions of the Common Elements described herein that are attributable to that unit as a Limited Common Element pursuant to the Declaration.

5. Reallocation of Undivided Interests in Common Elements. An undivided interest in the Common Elements equal to the share set forth on Exhibit "C" next to each unit designation is hereby allocated to each Original Unit submitted by the Declaration and each Additional Unit submitted hereby and is vested in the owners of such units.

6. Reallocation of Votes in the Association. The owner of each Original Unit submitted by the Declaration and each Additional Unit shall be entitled to one (1) vote in the Association to be exercised as provided in the Declaration and By-Laws.

7. Reallocation of Liability. The owner of each Original Unit submitted by the Declaration and each Additional Unit submitted hereby shall be liable for and assessed a share equal to the share set forth on Exhibit "C" next to each unit designation for the Common Expenses of the Association in accordance with the Declaration.

8. Association. In addition to the owners of the Original Units located on the Property, the owners of Additional Units located on the Additional Property shall automatically become members of the St. Augustine Place Condominium Association, Inc., and owners of all such units shall have rights and obligations of membership automatically upon taking title to a unit in the Condominium.

9. Additional Property. Except for the Phase II Property, the Additional Property is not hereby submitted to the Act and shall not be a part of the Condominium unless Declarant subsequently executes and records an amendment adding portions of the Additional Property to the Condominium. Declarant

hereby expressly reserves all rights contained in the Declaration to add portions of the Additional Property to the Condominium.

10. Amendment. Except as expressly amended and modified herein, the Declaration and the Condominium Instruments described therein shall remain unchanged and in full force and effect.

11. Preparer. This Amendment has been prepared by F. Lawrence Street of Morris & Manning, Attorneys at Law, 230 Peachtree Street, Suite 2150, Atlanta, Georgia 30303.

IN WITNESS WHEREOF, Declarant has executed this Amendment under its hand and seal as of the 15th day of December, 1982.

FRANKLIN WOODS ASSOCIATES

By: Franklin Venture, Inc. As
General Partner and as
Attorney-in-Fact for
Franklin Woods Associates
pursuant to the Power of
Attorney granted in that
certain Partnership
Agreement of Franklin
Woods Associates Dated
February 22, 1982

By: [Signature]
President

Attest: [Signature]
Secretary

Signed, sealed and
delivered in the
presence of:

[Signature]
Unofficial Witness

[Signature]
Notary Public
My commission expires:

(CORPORATE SEAL)

(NOTARY SEAL)

Notary Public, Georgia, State at Large
My Commission Expires Nov. 8, 1985

NP.
SEAL

CORPORATE
SEAL

Sign
deliv
pres

Sign
deliv
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Unoff

Notary
My co

2634

By: Sapioca Corporation, N.V.
General Partner

By: Franklin Venture, Inc. As
Attorney-in-Fact pursuant
to the Power of Attorney
granted By Sapioca
Corporation, N.V. in that
certain Partnership
Agreement of Franklin
Woods Associates dated
February 22, 1962

Signed, sealed and
delivered in the
presence of:

Unofficial Witness

Notary Public

My commission expires:

Notary Public, Georgia, State at Large
My Commission Expires Nov. 8, 1965

(CORPORATE SEAL)

By: [Signature]
Vice President

Attest: [Signature]
Asst. Secretary

N.P.
SEAL

THE CITIZENS AND SOUTHERN
NATIONAL BANK

CORPORATE
SEAL

Signed, sealed and
delivered in the
presence of:

Unofficial Witness

Notary Public

My commission expires:

Notary Public, Georgia, State at Large
My Commission Expires May 8, 1965

(CORPORATE SEAL)

By: [Signature]
Vice President

Attest: [Signature]
Assistant Secretary

(NOTARY SEAL)

N.P.
SEAL

CORPORATE
SEAL

EXHIBIT "A"
PHASE I

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 578 and 579 of the 2nd Section, 17th District of Cobb County, Georgia, and being more particularly described as follows:

Commencing at an iron pin found located on the northern land lot line of Land Lot 579 located 346.26 feet from the common corner of Land Lots 574, 575, 578 and 579 as measured along the said northern land lot line of 579, south 89°42'31" east; running thence south 89°42'31" east a distance of 330 feet to a point; running thence north 00°47'07" east a distance of 56.43 feet to a point located on the southwest side of the right-of-way of Franklin Road; running thence south 50°07'20" east a distance of 42.13 feet to a point located on the southwest side of Franklin Road right-of-way; running thence south 53°53'32" east a distance of 50 feet to a point located on the southwest side of Franklin Road right-of-way; running thence south 53°59'42" east a distance of 20 feet to a point located on the southwest side of Franklin Road right-of-way; running thence south 40°49'59" west a distance of 139.59 feet to a point; running thence south 00°47'07" west a distance of 530.17 feet to a point; running thence south 00°28'52" east a distance of 51.10 feet to a point; running thence south 87°47'12" west a distance of 103.58 feet to a point; running thence south 86°27'38" west a distance of 48.59 feet to a point; running thence north 46°24'28" west a distance of 303.04 feet to a point; running thence north 48°54'54" east a distance of 63.14 feet to an iron pin found; running thence north 00°17'29" east a distance of 456.88 feet to an iron pin found; said point being the Point of Beginning.

A portion of the above-described property described below is subject to those certain nonexclusive rights for ingress and egress, over, across and upon the above-described property from an adjacent property to the west running through the property described below toward Franklin Road for the use of E. Neil Bishop and Dorothy H. Bishop as set forth in that certain Warranty Deed dated February 22, 1982, recorded at Deed Book 2178, page 219, Cobb County, Georgia Records.

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 578 and 579 of the 2nd Section, 17th District of Cobb County, Georgia, and being more particularly described as follows:

Commencing at an iron pin found located on the northern land lot line of Land Lot 579 located 346.26 feet from the common corner of Land Lots 574, 575, 578 and 579 as measured along

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the said northern land lot line of 579, south $89^{\circ}42'31''$ east, running thence south $89^{\circ}42'31''$ east a distance of 330 feet to a point; running thence south $00^{\circ}47'07''$ west a distance of 117.40 feet to an iron pin found; running thence south $00^{\circ}47'07''$ west a distance of 530.17 feet to a point; running thence south $00^{\circ}28'52''$ east a distance of 51.10 feet to a point; running thence south $87^{\circ}47'12''$ west a distance of 101.58 feet to a point; running thence south $86^{\circ}27'38''$ west a distance of 48.59 feet to a point; running thence north $46^{\circ}24'28''$ west a distance of 303.04 feet to a point; running thence north $48^{\circ}54'54''$ east a distance of 63.14 feet to an iron pin found; running thence north $00^{\circ}17'29''$ east a distance of 456.88 feet to an iron pin found; said point being the Point of Beginning.

Said property being that property shown on plat of survey for St. Augustine Place Condominium prepared by John E. Didicher, Registered Land Surveyor and Engineer, dated September 20, 1982, and last revised November 24, 1982.

EXHIBIT "B"

PHASE II PROPERTY

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 579 of the 2nd Section, 17th District of Cobb County, Georgia, and being more particularly described as follows:

To find the true Point of Beginning, commence at the common corner of Land Lots 575, 574, 578 and 579 of said district, section and county and running thence south 89°42'31" east a distance of 676.26 feet to a point; running thence south 00°47'07" west a distance of 647.57 feet to a point being the true POINT OF BEGINNING; commencing at said point of beginning and running thence south 45°50'17" east a distance of 365 feet to a point; running thence south 59°42'48" west a distance of 404.57 feet to a point located on the northeastern side of the right-of-way of Wylie Road (a 40 foot right-of-way); running thence north 29°35'27" west a distance of 10.0 feet to a point located on the northeastern side of said right-of-way; running thence north 35°30'58" west a distance of 50.60 feet to a point located on the northeastern side of said right-of-way; running thence north 42°28'40" west a distance of 99.43 feet to a point located on the northeastern side of said right-of-way; running thence north 46°56'36" west a distance of 209.94 feet to a point located on the northeastern side of said right-of-way; running thence north 45°38'43" west a distance of 277.98 feet to an iron pin found located on the northeastern side of said right-of-way; running thence north 48°54'54" east a distance of 225.67 feet to a point; running thence south 46°24'28" east a distance of 303.04 feet to a point; running thence north 86°27'38" east a distance of 48.59 feet to a point; running thence north 87°47'12" east a distance of 103.58 feet to a point; running thence north 00°28'52" west a distance of 51.1 feet to a point being the Point of Beginning.

Said property being that property as shown as Phase II on that plat of survey for St. Augustine Place Condominium prepared by John E. Didicher, Registered Land Surveyor and Engineer dated September 20, 1982.

Building
701 Aug
702 Aug
703 Aug
704 Aug
705 Aug
706 Aug
707 Aug
708 Aug

Building
801 Aug
802 Aug
803 Aug
804 Aug
805 Aug
806 Aug
807 Aug
808 Aug
809 Aug
810 Aug

Building 9
901 Aug
902 Aug
903 Aug
904 Aug
905 Aug
906 Aug
907 Aug
908 Aug
909 Aug
910 Aug

EXHIBIT "C"

Building 10

1001 Augusta Drive
 1002 Augusta Drive
 1003 Augusta Drive
 1004 Augusta Drive
 1005 Augusta Drive
 1006 Augusta Drive
 1007 Augusta Drive
 1008 Augusta Drive
 1009 Augusta Drive
 1010 Augusta Drive

Building 11

1101 Augusta Drive
 1102 Augusta Drive
 1103 Augusta Drive
 1104 Augusta Drive
 1105 Augusta Drive
 1106 Augusta Drive
 1107 Augusta Drive
 1108 Augusta Drive
 1109 Augusta Drive
 1110 Augusta Drive

Building 12

1201 Augusta Drive
 1202 Augusta Drive
 1203 Augusta Drive
 1204 Augusta Drive
 1205 Augusta Drive
 1206 Augusta Drive
 1207 Augusta Drive
 1208 Augusta Drive
 1209 Augusta Drive
 1210 Augusta Drive

Building 13

1301 Augusta Drive
 1302 Augusta Drive
 1303 Augusta Drive
 1304 Augusta Drive
 1305 Augusta Drive
 1306 Augusta Drive
 1307 Augusta Drive
 1308 Augusta Drive

Building 7

701 Augusta Drive
 702 Augusta Drive
 703 Augusta Drive
 704 Augusta Drive
 705 Augusta Drive
 706 Augusta Drive
 707 Augusta Drive
 708 Augusta Drive

Building 8

801 Augusta Drive
 802 Augusta Drive
 803 Augusta Drive
 804 Augusta Drive
 805 Augusta Drive
 806 Augusta Drive
 807 Augusta Drive
 808 Augusta Drive
 809 Augusta Drive
 810 Augusta Drive

Building 9

901 Augusta Drive
 902 Augusta Drive
 903 Augusta Drive
 904 Augusta Drive
 905 Augusta Drive
 906 Augusta Drive
 907 Augusta Drive
 908 Augusta Drive
 909 Augusta Drive
 910 Augusta Drive

Building 14

1401 Augusta Drive
 1402 Augusta Drive
 1403 Augusta Drive
 1404 Augusta Drive
 1405 Augusta Drive
 1406 Augusta Drive
 1407 Augusta Drive
 1408 Augusta Drive
 1409 Augusta Drive
 1410 Augusta Drive

Building 15

1501 Augusta Drive
 1502 Augusta Drive
 1503 Augusta Drive
 1504 Augusta Drive
 1505 Augusta Drive
 1506 Augusta Drive
 1507 Augusta Drive
 1508 Augusta Drive
 1509 Augusta Drive
 1510 Augusta Drive

STATE OF GEORGIA
COUNTY OF FULTON

Cobb County, Georgia
Paid \$ none
Date 9-27-82
Jack L. Graham
Clerk of Superior Court

LOUIS SUPERIOR COURT CLERK

82 SEP 27 AM 4:5

FRANKLIN WOODS
12585141 4113

DECLARATION OF EASEMENT
FOR RECREATIONAL FACILITIES

THIS EASEMENT is declared, established and reserved as of the 27th day of September, 1982, by FRANKLIN WOODS ASSOCIATES, a Georgia general partnership solely composed of Franklin Venture, Inc., a Georgia corporation and Sapioca Corporation, N.V., a corporation organized and existing under the laws of the Netherland Antilles (hereinafter "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the owner of and intends to submit that certain property located in Cobb County, Georgia, as more particularly described on Exhibit "A", attached hereto and by this reference made a part hereof (hereinafter "Condominium Property") to the Georgia Condominium Act as St. Augustine Place Condominium (hereinafter "Condominium");

WHEREAS, that certain property lying and being in Cobb County, Georgia, being more particularly described on Exhibit "B", attached hereto and by this reference made a part hereof (hereinafter collectively "Additional Property") is also owned by Declarant and is located directly adjacent to the Condominium Property and at the option of Declarant may be submitted to the Georgia Condominium Act from time to

time as additional phases of the St. Augustine Place Condominium;

WHEREAS, Declarant hereby intends to reserve for the benefit of the Additional Property and the owners, residents and tenants of the Additional Property nonexclusive easement rights permitting such parties ingress and egress over, across and through all portions of the Condominium Property to and from all portions of the Additional Property for ingress, egress, use and enjoyment of all recreational facilities located on the Condominium Property, except any residential units designated for separate ownership;

NOW, THEREFORE, in consideration of TEN AND NO/100 DOLLARS (\$10.00) in hand paid, the premises, the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant hereby declares, reserves, transfers, conveys and establishes the following:

1.

Except as provided in Section 6 herein, Declarant hereby forever reserves, transfers, conveys and establishes a nonexclusive easement for the benefit of Declarant, the Additional Property, the owners, residents and tenants of all portions of the Additional Property that have not been added to the Condominium and their guests, family, invitees, heirs, personal representatives, successors and assigns nonexclusive easement rights and full right to use and enjoy

all recreational facilities located on the Condominium Property including, without limitation, use of the swimming pool, and the right to obtain access to and from all such recreational facilities, on paved sidewalks and roads only, both from public rights-of-way and from the Additional Property, including use of adjacent parking spaces, except any residential units designated for separate ownership. The Association of the Condominium and any other authority managing or governing the Condominium shall not promulgate or enforce rules or regulations that inhibit or interfere with the normal use of the recreational facilities by owners, tenants or invitees of the Additional Property and no rules or regulations shall discriminate against the owners or tenants of the Additional Property or their invitees.

4.

The owners of the portions of the Additional Property that have not been added to the Condominium from time to time shall pay to the Condominium Association that is charged with the responsibility of maintaining and repairing the recreational facilities located on the Condominium Property a sum equal to the pro rata share of the Additional Property of the actual expenses incurred by the Association in maintaining said recreational facilities determined on the basis of the ratio of the number of occupied apartment and condominium units located on the portions of the Additional Property not added to the Condominium compared to the number of units from time to time in the Condominium. The owners

of the portions of the Additional Property not added to the Condominium shall not be required to pay such charges more frequently than once every month and shall not be required to pay any charges due hereunder until at least fifteen (15) days after receipt of an itemized bill. Upon request, said Association shall be required to deliver to the Owners of the Additional Property records evidencing that the Association has actually spent the amount stated for the repair and maintenance of recreational facilities located on the Condominium Property. If the Association is requested to produce such records, then the amount billed shall not be due and payable until ten (10) days after such records are delivered to the requesting owner. The owners of the Additional Property may terminate the obligation to pay such sums at any time by executing and recording a document terminating the rights of all owners, residents and tenants of the Additional Property and their guests, family, invitees, successors and assigns to use and obtain access to all recreational facilities located on the Condominium Property.

5.

This Agreement and all easement rights granted hereunder shall inure to the benefit of and be enforceable by the heirs, personal representatives, successors, successors-in-title and assigns of Declarant and such easement rights shall be appurtenant to the Additional Property and the Condominium Property and run with the land and with title to the Additional Property and the Condominium Property.

6.

If all the Additional Property is submitted to the Georgia Condominium Act pursuant to the option to expand the Condominium to include the Additional Property and all the Additional Property becomes a part of the same Condominium as the Condominium Property then all rights granted herein shall automatically terminate and all rights under the applicable Condominium instruments shall replace the easement rights granted herein.

7.

This Agreement shall be construed and governed in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement as of the date first above written.

FRANKLIN WOODS ASSOCIATES

By: Franklin Venture, Inc.
As General Partner and
as Attorney-in-Fact for
Franklin Woods Associates
pursuant to the Power of
Attorney granted in that
certain Partnership Agreement
of Franklin Woods Associates
Dated February 22, 1982

Signed, sealed and
delivered in the
presence of:

Judith A. Nave
Unofficial Witness

M. Wade P. Nave
Notary Public

My Commission Expires:

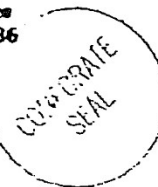
(NOTARY SEAL)

By: [Signature]
President

Attest: [Signature]
Asst. Secretary

(CORPORATE SEAL)

Notary Public, Georgia, State at Large
My Commission Expires Aug. 24, 1986



Jay C. Stephenson

Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.

11/10/05
[Space Above Reserved For Recording Information]

Return to: Weissman, Nowack, Curry & Wilco, P.C.
3500 Lenox Road, 4th Floor
Atlanta, Georgia 30326
Attn: Jay Lazega

STATE OF GEORGIA
COUNTY OF COBB

Cross Reference: Deed Book 2595
Page 442

AMENDMENT TO THE DECLARATION
FOR
ST. AUGUSTINE PLACE CONDOMINIUM

WHEREAS, the Declaration of Condominium for St. Augustine Place Condominium was recorded on September 27, 1982, in Deed Book 2595, Page 442, *et seq.*, Cobb County, Georgia Records, as amended (hereinafter the "Declaration"); and

WHEREAS, Paragraph 15 of the Declaration provides that the Declaration may be amended as provided in O.C.G.A. Section 44-3-93 and by the vote of unit owners at the Condominium to which ninety percent (90%) of the vote of the St. Augustine Place Condominium Association, Inc. ("Association"), appertain; and

WHEREAS, O.C.G.A. Section 44-3-93(a)(2) provides that no amendment of a condominium instrument shall require approval of unit owners to which more than eighty percent (80%) of the association vote pertains; and

WHEREAS, unit owners to which more than eighty percent (80%) of the Association vote pertains desire to amend the Declaration and have approved this Amendment; and

WHEREAS, this Amendment is not material with respect to any first mortgagees on units at the Condominium in that it does not materially and adversely change, alter, modify or rescind any right, title, interest or privilege granted to a first mortgagee, and no first mortgages have requested notice of this proposed action under Paragraph 20 of the Declaration; provided, however, if a court of competent jurisdiction determines that this Amendment does so without such first mortgagee's written consent, when required, then this Amendment shall not be binding on the first mortgagee so involved, unless it consents hereto; 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 Declaration is hereby amended as follows:

1.

Paragraph 10 of the Declaration is hereby amended by adding the following to the end thereof:

No owner shall be eligible to vote on any matter under this Declaration or the By-Laws if more than thirty (30) days delinquent in any sum owed to the Association.

2.

Paragraph 15 of the Declaration is hereby amended by deleting that Paragraph in its entirety and substituting the following therefor:

15. AMENDMENT.

- (a) **Member Approval Procedure.** 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 sixty-six and two-thirds (66-2/3%) 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 Cobb County, Georgia land records.
- (b) **Default Member Approval Procedure After Nonresponse.** It is recognized that, when owners fail to participate in an amendment vote because of apathy or other reasons which are not based on any disagreement with a proposed amendment, vital amendments to the Declaration or By-Laws may have no chance of approval, with the supermajority voting requirements established under the Act. It also is recognized that supermajority voting requirements are important for owner actions which are as significant as amending this Declaration or By-Laws. To balance these competing concerns, this subparagraph establishes a mechanism which provides every eligible owner an opportunity to issue a vote of approval, disapproval or abstention on proposed amendments to the Declaration or By-Laws, but also a realistic mechanism for approving important amendments, without the damaging consequences of owner nonresponse.

The Board shall issue notice of all proposed amendments to each owner. With each such notice, the Board shall include a copy of the proposed amendment, along with a consent form, ballot in lieu of a meeting, or directed proxy, each complying with any requirements of the Georgia Nonprofit Corporation Code, O.C.G.A. Section 14-3-1, *et seq.*, giving owners an opportunity to vote for, vote against or abstain from voting on the proposed amendment.

If the amendment is not approved by sufficient vote or defeated by sufficient vote within sixty (60) days of such notice, then the Board may seek to obtain default approval from owners under this subparagraph. In such case the Board shall, by certified mail, send or issue a default approval notice to all owners who have not voted or returned consents or ballots on a proposed amendment within the sixty (60) day period. The default approval notice shall include a consent form or ballot, as provided above, along with a statement that the owner's failure to return an executed consent form or ballot, marked with a vote for, a vote against, or an abstention from voting on the amendment, within thirty (30) days of the date of such notice, will be deemed consent to such amendment. If the Board does not receive such consent or ballot within the time specified, the owner will be deemed to have consented to and approved the amendment.

Deed Book 14105 Pg 2643
 Jay C. Stephenson
 Clerk of Superior Court Cobb Cty. Ga.

- (c) **Eligible Mortgage Holder Approval.** In addition to approval by the owners as provided in subparagraph (a) 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. For purposes of this Declaration and the Association By-Laws, "Eligible Mortgage Holder" shall mean a first mortgagee on a unit who, in accordance with Paragraph 20 hereof, has requested in writing notice of any proposed action which would require the consent of a specified percentage of holders of first mortgages on units.

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.

- (d) **Amendments to Comply with Law or Conform Documents.** 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"), or to resolve conflicts between this Declaration, the By-Laws, the Articles, and applicable laws.

- (e) **Validity of Amendments.** If legal action is not instituted to challenge the validity of this Declaration or any amendment hereto within one (1) year of the recording thereof in the Cobb County, Georgia land records, then such amendment or document shall be presumed to be validly adopted.

3.

Paragraph 19 of the Declaration is hereby amended by deleting the phrase "first mortgagee" therefrom and substituting "Eligible Mortgage Holder" therefor.

IN WITNESS WHEREOF, the undersigned officers of the St. Augustine Place Condominium Association, Inc. hereby certify that the above amendments to the Declaration were adopted by the required majority of the Association and its membership, with any required notices duly given.

This 6th day of January, 2005

Sworn to and subscribed to before
 me this 6th day of January
 2005

ST. AUGUSTINE PLACE CONDOMINIUM
 ASSOCIATION, INC.

By: [Signature] (Seal)

President

Attest: [Signature] (Seal)

Secretary

[Corporate Seal]

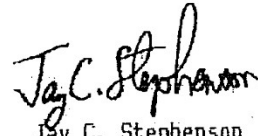
Witness

Notary Public

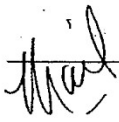
[Notary Seal]

JS1:360139 1.DOC (7880)

Notary Public, Cobb County, Georgia
 My Commission Expires May 01, 2006



Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.


[Space Above Reserved For Recording Information]

Return to: Weissman, Nowack, Curry & Wilco, P.C.
3500 Lenox Road, 4th Floor
Atlanta, Georgia 30326 Attn: Jay Lazega

STATE OF GEORGIA
COUNTY OF COBB

Cross Reference: Deed Book 2595
Page 442

AMENDMENT TO THE DECLARATION
FOR
ST. AUGUSTINE PLACE CONDOMINIUM

WHEREAS, the Declaration of Condominium for St. Augustine Place Condominium was recorded on September 27, 1982, in Deed Book 2595, Page 442, *et seq.*, Cobb County, Georgia Records, as amended ("Declaration"); and

WHEREAS, Paragraph 15 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 St. Augustine Place Condominium Association, Inc. ("Association") holding 66-2/3% of the total eligible vote thereof; and

WHEREAS, Paragraph 15 of the Declaration further provides that, if a proposed amendment to the Declaration is not approved by sufficient vote or defeated by sufficient vote within 60 days of written notice of such proposal to the Association members, then the Board may obtain default approval from members who have not voted or returned consents or ballots on a proposed amendment within that 60 day period, by issuing a default approval notice to such members. An Association member's failure to return an executed consent form or ballot, marked with a vote for, a vote against, or an abstention from voting on the amendment, within 30 days of the date of such default approval notice is deemed consent to such amendment; and

WHEREAS, members holding 66-2/3% of the total eligible vote of the Association have either approved this Amendment by vote, written consent or combination thereof, or by default approval in accordance with Paragraph 15 of the Declaration; and

WHEREAS, this Amendment is not material with respect to any Eligible Mortgage Holders on units at the Condominium in that it does not materially and adversely change, alter, modify or rescind any right, title, interest or privilege granted to any Eligible Mortgage Holder, and no Eligible Mortgage Holder has requested notice of this proposed action under the Declaration; provided, however, if a court of competent jurisdiction determines that this Amendment does so without such Eligible Mortgage Holder's written consent, when required, then this Amendment shall not be binding on the Eligible Mortgage Holder so involved, unless it consents hereto; and if such consent is not forthcoming, then the provisions of the Declaration prior to this Amendment shall control with respect to the affected Eligible Mortgage Holder;

NOW, THEREFORE, the Declaration is hereby amended as follows:

1.

Paragraph 7 of the Declaration is hereby amended by adding the following to the end of the last sentence thereof:

; and the right of the Association to suspend common element use and parking privileges of delinquent owners, in accordance with the By-Laws.

Deed Book 14203 Pg 5388
 Jay C. Stephenson
 Clerk of Superior Court Cobb Cty. Ga.

2.

The Declaration is hereby amended by adding the following Paragraphs 22 and 23 thereto:

22. Parking Regulations. The Board may require that all vehicles parked by owners or occupants at the Condominium display a Board-designated parking decal, in such manner as determined by the Board. The Board also may identify certain parking spaces at the Condominium as "visitor" parking spaces, and the Board may reserve those spaces for visitors only and prohibit visitors from parking in other spaces at the Condominium. The Board may establish other reasonable regulations regarding parking and vehicles at the Condominium, including identifying authorized parking spaces or areas, and restricting the type, size and/or number of vehicles permitted at the Condominium.

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

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

23. Security. The Association may, but shall not be required to, provide measures or take actions which directly or indirectly improve security at the Condominium. However, each owner, for himself or herself and his or her tenants, guests, licensees and invitees, acknowledges and agrees that the Association is not a provider of security and that the Association shall not have a duty to provide security at the Condominium. Furthermore, the Association does not guarantee that non-owners and non-occupants will not gain access to the Condominium and commit criminal acts, nor that criminal acts at the Condominium will not be committed by other owners or occupants. It shall be the responsibility of each owner to protect his or her person and property, and all responsibility to provide such security shall lie solely with each owner. The Association shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of measures undertaken.

IN WITNESS WHEREOF, the undersigned officers of the St. Augustine Place Condominium Association, Inc., hereby certify that this Amendment to the Declaration was adopted by the required majority of the Association and its membership, with any required notices duly given.

This 8th day of August, 2005

Sworn to and subscribed to before
 me this 8th day of August
 2005

Witness
Leah E. Price

Notary Public
 Notary Public, Cobb County, Georgia
 My Commission Expires May 01, 2006

[Notary Seal]

ST. AUGUSTINE PLACE CONDOMINIUM
 ASSOCIATION, INC.

By Em H. Galt (Seal)
 President
C. J. Carmichael (Seal)
 Secretary

[Corporate Seal]

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM
FOR
ST. AUGUSTINE PLACE CONDOMINIUM

THIS AMENDMENT is made on the date hereinafter set forth by FRANKLIN WOODS ASSOCIATES, a Georgia general partnership, having its principal office at Suite 300, 5775-A Peachtree Dunwoody Road, N.E., Atlanta, Georgia 30342 (hereinafter, including its successors and assigns standing in the same relation to the condominium as Franklin Wood Associates referred to as "Declarant") and by all of the undersigned owners of condominium units located at the St. Augustine Place Condominium submitted to the Georgia Condominium Act pursuant to that certain Declaration of Condominium for St. Augustine Place Condominium (hereinafter "Declaration") dated September 27, 1982, recorded at Deed Book 2595, page 442 of Cobb County, Georgia Records (all of said unit owners being hereinafter collectively referred to as "Unit Owners") for the purpose of amending the Declaration.

1. Paragraph 4 on page 2 of the Declaration is hereby deleted and the following provision is inserted in its place and stead:

"Description of the Units. The Condominium consists of 58 residential units located on the Property each with an identifying number as set forth on Exhibit "C" attached hereto and made a part hereof and located as shown on the plans and each intended for independent ownership and use within the buildings. If Declarant expands the Condominium pursuant to paragraph 16 herein to include all or a part of the Additional Property, then the Condominium shall contain no more than 484 units and each portion of the Additional Property that is added to the Condominium shall contain an average of no more than 20 units per acre. The exact number of additional units and the identifying numbers shall be specified in the amendments executed and recorded by Declarant submitting portions of the Additional Property from time to time. After the recordation of the above-described amendment all units located on the portion of the Additional Property submitted thereby shall become units in the Condominium as that term is used herein and the term Property as used herein shall thereafter include the portion of the Additional Property submitted by said amendment. The boundaries of each of the units and any additional units are as follows:

(a) Horizontal (upper and lower). The horizontal boundaries of any unit are the interior floors and the interior ceilings of such unit including, without limitation, all areas, structures, fixtures, equipment, apparatus and other items expressly deemed part of the unit by Section 75(a)(2), (3), and (4) of the Act except that notwithstanding Section 75(a)(3) of the Act, to the extent that any chutes, flues, ducts, conduits, wires, bearing walls, bearing columns or other apparatus lying outside of the boundaries of the unit they are not deemed part of that unit.

(b) Vertical (lateral). The vertical boundaries of any unit are the interior walls of such unit which separate that unit from the other units and/or Common Elements including, without limitation, all areas, structures, fixtures, equipment, apparatus and other items expressly deemed part of the unit by Section 75(a)(2), (3), (4) of the Act, except that notwithstanding Section 75(a)(3) of the Act, to the extent that any chutes, flues, ducts, conduits, wires, bearing walls, bearing columns or other apparatus lie outside of the boundaries of a unit, they are not deemed part of that unit."

2. Declarant and undersigned owners, being all of the owners of units in the St. Augustine Place Condominium hereby amend paragraph 15 of the Declaration by the addition of the following sentence at the end paragraph 15:

"Notwithstanding any other provision in this paragraph 15 to the contrary, Declarant and the undersigned unit owners shall be entitled to amend the Declaration as provided herein by written consent without a meeting or vote."

3. The undersigned unit owners hereby agree and acknowledge that the amendments contained herein are to correct scrivener's errors and the amendments contained herein shall be binding upon the heirs, successors and assigns of Declarant and the undersigned unit owners.

4. Except as expressly amended and modified herein, the Declaration and Condominium instruments described therein shall remain unchanged and in full force and effect.

5. This Amendment shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, Declarant has executed this Amendment under its hand and seal as of the 25th day of July, 1981.

Signed, Sealed and Delivered in the presence of:

Russ M. Wells
Witness

Deborah H. Jackson
Notary Public

My Commission Expires:
J.D.L.C. Notary Public, Georgia, State at Large
My Commission Expires Nov. 2, 1984
(NOTARY SEAL)



FRANKLIN WOODS ASSOCIATES, a Georgia General Partnership

By: Franklin Venture, Inc. As General Partner and as Attorney-in-Fact Franklin Woods Associates pursuant to the Power of Attorney granted to that certain Partnership Agreement of Franklin Woods Associates dated February 22, 1982.

By: [Signature]
Vice President

By: [Signature]
Secretary

(CORPORATE SEAL)

By: Saploca Corporation, N.Y. General Partner

By: Franklin Venture, Inc. as Attorney-in-Fact for Saploca Corporation, N.Y. pursuant to the Power of Attorney granted by Saploca Corporation, N.Y. in that certain Partnership Agreement of Franklin Woods Associates dated February 22, 1982.

By: [Signature]
Vice President

By: [Signature]
Secretary

(CORPORATE SEAL)

Signed, Sealed and Delivered in the presence of:

Mia Wilson
Witness

[Signature]
Notary Public

My Commission Expires:
(NOTARY SEAL)

Notary Public, Georgia, State at Large
My Commission Expires May 8, 1985



THE CITIZENS AND SOUTHERN NATIONAL BANK

By: [Signature]
Vice President

Attest: [Signature]
Assistant Vice President

(BANK SEAL)

UNITS

UNIT TYPES

PERCENTAGE OWNERSHIP

Building 1

01 Augusta Drive
02 Augusta Drive
03 Augusta Drive
04 Augusta Drive
05 Augusta Drive
06 Augusta Drive
07 Augusta Drive
08 Augusta Drive
09 Augusta Drive
10 Augusta Drive

3x2/D Unit
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Building 2

11 Augusta Drive
12 Augusta Drive
13 Augusta Drive
14 Augusta Drive
15 Augusta Drive
16 Augusta Drive
17 Augusta Drive
18 Augusta Drive
19 Augusta Drive
20 Augusta Drive

2x1/E Unit
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Building 3

21 Augusta Drive
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30 Augusta Drive

2x2/C Unit
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Building 4

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34 Augusta Drive
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36 Augusta Drive
37 Augusta Drive
38 Augusta Drive
39 Augusta Drive
40 Augusta Drive

2x2/C Unit
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ADDRESSESBuilding 5

501 Augusta Drive
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503 Augusta Drive
504 Augusta Drive
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506 Augusta Drive
507 Augusta Drive
508 Augusta Drive
509 Augusta Drive
510 Augusta Drive

UNIT TYPES

3x2/D Unit
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Signed, sealed and
in the presence of

[Signature]
Official Witness

[Signature]
Notary Public

My Commission Expires

NOTARY SEAL

N.P.
SEAL

St. Augustine Place Condominium Association, Inc.

By: [Signature]
President
Attest: [Signature]
Secretary

Signed, sealed and delivered
in the presence of:

[Signature]
Official Witness

[Signature]
Notary Public

My Commission Expires: [Date]

(NOTARY SEAL)



(SEAL)
Owner of Unit No. 707
Name: Larry J. [illegible]

Signed, sealed and
delivered in the
presence of:

[Signature]
Unofficial Witness

[Signature]
Notary Public

My Commission Expires: Notary Public, Georgia, State of Longs
My Commission Expires Nov. 8, 1966

(NOTARY SEAL)



Contacts for 501 Countryside Leak/ Water is all in 501 but owner says it's coming from unit above.
501

Contact Brian-770-851-5926
Justin 404-822-7967

502

Kathleen Ford-(770) 434-0868

503

Margaret Garren(678) 805-5101

504

(678) 575-0692- Lorrita Sprott

BYLAWS

COPY

BYLAWS OF ST. AUGUSTINE PLACE CONDOMINIUM ASSOCIATION, INC.

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BY-LAWS
OF
ST. AUGUSTINE PLACE CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

NAME, LOCATION AND APPLICATION

Section 1. Name. The name of the Association is the St. Augustine Place Condominium Association, Inc. (the "Association").

Section 2. Location. The Association shall have its principal office at the St. Augustine Place Condominium, which is located at Franklin Road, Cobb County, Georgia.

Section 3. Application. These By-Laws provide for the self-government of the Condominium in accordance with the Articles of Incorporation, the Declaration of Condominium for St. Augustine Place Condominium, as recorded in Deed Book _____, Page _____, Cobb County, Georgia Records, the As-Built Survey recorded in Condominium Plat Book _____, Page _____, Cobb County, Georgia Records and the Floor Plans filed in Condominium File Folder _____ of Cobb County, Georgia Records.

Section 4. Purpose. The Association shall have the responsibility of administering the Condominium, establishing the means and methods of collecting contributions for common expenses, arranging management of the Condominium and performing all other acts that the Georgia Condominium Act and the Declaration require the Association to perform. Except as to those matters which either the Georgia Condominium Act, the Declaration, or the Georgia Non-Profit Corporation Code specifically require to be authorized by a vote of the Association, the administration of the foregoing responsibilities shall be performed by the Board of Directors as more particularly set forth herein.

ARTICLE II

DEFINITIONS

Unless the context otherwise requires, the terms as used in these By-Laws, the Declaration and the Articles of Incorporation shall have the following meanings:

Section 1. Act shall mean the Georgia Condominium Act, Ga. Laws 1975, No. 463; Ga. Code Ann. Section 85-1601e et seq., as such act may be amended.

Section 2. Association shall mean St. Augustine Place Condominium Association, Inc. and its successors.

Section 3. Common Elements or common areas shall mean that area and property submitted to be part of the Condominium but not included within the boundaries of a unit and as defined in Paragraph 5 of the Declaration.

Section 4. Condominium shall mean all that property submitted to the Act by the Declaration.

Section 5. Declaration shall mean that certain document, described in Section 3 of Article I above, filed of record in the Office of the Clerk of the Superior Court of Cobb County, Georgia.

Section 6. Limited Common Elements shall mean those portions of the Common Elements set aside for limited use as described in Section 6 of the Declaration.

Section 7. Mortgage shall refer to any mortgage, deed to secure debt, deed of trust or other transfer or conveyance for the purpose of securing the performance of an obligation by any unit in the Condominium, including, without limitation, a transfer or conveyance of fee title for such purpose.

Section 8. Board of Directors shall mean those individuals elected to serve as Directors of the Association.

Section 9. Officer shall mean any of those individuals who are elected by the Board of Directors to serve as President, Vice President, Secretary, or Treasurer or such other subordinate offices as the Board may determine necessary.

Section 10. Owner shall mean the record title holder of a unit within the Condominium, but shall not mean a mortgage holder.

Section 11. Person shall mean any individual, corporation, firm, association, partnership or other legal entity.

Section 12. Unit shall mean that portion of the Condominium intended for individual ownership and use as described in the Declaration.

Other terms shall have their natural meanings or the meanings given in the Declaration, the Act, or the Georgia Non-Profit Corporation Code.

ARTICLE IIIMEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. An owner of a unit shall automatically become a member of the Association upon taking title to the unit and shall remain a member for the entire period of ownership. Subject to the provisions of the By-Laws, a spouse of a member may exercise the powers and privileges of the member. Membership does not include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the owner's membership. Membership shall be appurtenant to and may not be separated from the ownership of the unit to which it appertains and membership shall be transferred automatically by conveyance of the unit.

Section 2. Voting. Each unit shall be entitled to one vote which may be cast by the owner, the owner's spouse, or by a lawful proxy as provided below. When more than one person owns a unit, the vote for such unit shall be exercised as they unanimously agree between or among themselves, but in no event shall more than one vote be cast with respect to any unit than allocated to that unit by the Declaration. In the event of disagreement among such persons and an attempt by two or more of them to cast such vote or votes, such persons shall not be recognized and such vote or votes shall not be counted.

Section 3. Majority. As used in these By-Laws, the term "majority" shall mean those votes, owners, or other group as the context may indicate totalling more than fifty (50%) percent of the total number of votes, owners, or other groups. Unless otherwise specifically stated, the words "majority vote" mean more than fifty (50%) percent of the votes cast by members in person or by proxy. Unless otherwise provided in the Declaration or these By-Laws, all issues that must be determined by a vote shall be decided by majority vote.

Section 4. Suspension of Membership and Voting Rights. If, during any period, a member fails to pay any annual or special assessment duly levied by the Association for a period of more than thirty (30) days after it is due and payable, the voting rights and right to the use of the recreational facilities of the Condominium, if any, of such member may be suspended by the Board of Directors until such assessment has been paid. Such membership rights may also be suspended, for violation of any of the rules and regulations, promulgated by the Board of Directors or Association governing the use of the Common Elements for the greater of (1) a

period of time not exceeding thirty (30) days or (2) the period of time during which said rules and regulations continue to be violated.

ARTICLE IV

MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first Annual Meeting of members shall be called by the Declarant within a period of one year from the date upon which the Association is formed and each subsequent regular Annual Meeting of the members shall be held not less frequently than annually on a day and at an hour set by the Board of Directors. Meetings shall be held at the Condominium or other suitable place as set by the Board of Directors.

Section 2. Special Meetings. Special meetings of the members for any purpose may be called at any time by the President, Secretary, or Treasurer, or by request of any two or more members of the Board of Directors, or upon written request of the members who have a right to vote one-fourth (1/4) of all of the votes of the entire membership.

Section 3. Notice of Meetings. It shall be the duty of the Secretary to mail postage prepaid or to cause to be personally delivered to the units and to all requesting holders of mortgages in units of the Condominium a notice of each meeting of the members of the Association at least twenty-one (21) days prior to each annual or regularly scheduled meeting including any meeting at which an amendment to any of the Condominium Instruments will be discussed or voted upon (except the First Annual Meeting called by the Declarant), or at least seven (7) days prior to any other meeting, including the First Annual Meeting, stating the time and place where it is to be held and the purpose of the meeting if it is a special meeting, to each owner of record. If any owner wishes notice to be given at an address other than his or her unit, the owner shall designate such other address by written notice previously delivered to the Secretary. If a notice of meeting is deposited in the United States mail to a unit or personally delivered in the manner provided in this Section then the notice shall be deemed delivered to such owner. All holders of mortgages that have previously requested notice shall be given the written notice of all meetings required above at the address designated by each such holder of a mortgage and shall be permitted to designate a representative to attend and observe any such meeting. If a holder does not designate an address for delivery of meeting notices, then such notices shall be sent to Suite 300, 5775-A Peachtree Dunwoody Road, Atlanta, Georgia, 30342.

Section 4. Waiver of Notice. Waiver of notice of meeting by owners shall be deemed the equivalent of proper notice. Any owner may, in writing, waive notice of any meeting of the owners, either before or after such meeting. Attendance at a meeting by an owner, whether in person or 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 thereat 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 otherwise provided in these By-Laws, a quorum shall be deemed present throughout any meeting of the members of the Association until adjourned if persons entitled to cast more than one-third of the total votes of the Association are present at the beginning of that meeting. If the required quorum is not present at any meeting of members, a subsequent meeting may be held within 60 days following the previous meeting upon notice as provided in these By-Laws, and one-half of the votes required to constitute a quorum at the previous meeting shall constitute a quorum at that subsequent meeting.

Section 6. Adjournment. Any meeting of the members may be adjourned from time to time for periods not exceeding forty-eight (48) hours by vote of the members 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 an adjourned session, and no additional notice of such adjourned session shall be required.

Section 7. Proxy. Except for a vote concerning amendment of any of the Condominium Instruments, 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, (1) the proxy must not purport to be revocable without the requirement that written notice of its revocation be delivered to the Association before the vote, (2) the proxy must be dated and (3) the proxy must be filed with the Secretary prior to the opening of the meeting for which it is to be used.

Section 8. Consents. Except for a vote concerning amendment of any of the Condominium Instruments, any action which may be taken by a vote of the owners may also be taken by written consent signed by all owners.

ARTICLE VBOARD OF DIRECTORSPart A. Composition and Selection.

Section 1. Composition. The affairs of the Association shall be governed by a Board of Directors. The Board of Directors shall consist of at least three (3) but not more than five (5). Except for Directors appointed by Declarant and as provided in Part E of this Article V, the Directors shall be owners of units or spouses of such owners, provided however, that no owner and his or her spouse may serve as a Director of the Board of Directors, at the same time. The precise number of Directors shall be fixed by resolution of the Board of Directors members.

Section 2. Term of Office. From and after the time the right of the Declarant to appoint members to the Board of Directors expires, the Directors shall be elected as provided in Section 7 of this Article, for staggered terms of two years in order that in any year no more than three (3) Directors' terms expire. A Director whose term expires shall hold office until his successor has been elected and has attended his first meeting.

Section 3. Removal of Members of the Board of Directors. After the expiration of the Control Period, at any regular or special meeting of the Association duly called, any one or more of the members of the Board of Directors may be removed with or without cause by a majority vote and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the members shall be given at least seven (7) days' notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting.

Section 4. Vacancies. Vacancies in the Board of Directors caused by any reason, excluding the removal of a Director by vote of the Association, shall be filled for the remainder of the term of the member being replaced by a vote of the majority of the remaining Directors, even though less than a quorum, at any meeting of the Board of Directors.

Section 5. Compensation. Directors shall not be compensated unless and to the extent the members of the Association authorize at any meeting duly called for that purpose.

Section 6. Nomination. Nomination for election to the Board of Directors shall be made by a nominating committee which shall consist of three (3) members appointed

by the President to serve from the close of one annual meeting to the close of the succeeding annual meeting. The nominating committee shall be announced at the annual meeting. The nominating committee may nominate any number of qualified individuals, but no less than the number of Directors to be elected; provided however, said individuals must also be unit owners from and after the date the Declarant's right to appoint Directors expires. The nominations shall be made at least twenty-one (21) days prior to the annual meeting and a brief statement about the qualifications of each individual so nominated shall be included with the notice of the annual meeting. Nominations shall also be allowed from members from the floor at the meeting.

Section 7. Elections. Directors shall be elected by the members from those nominated, by a majority vote at the annual meeting, a quorum being present.

Part B. Meetings.

Section 8. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by the Board of Directors, but such meetings shall be held at least once every three months. The Board of Directors shall meet within ten (10) days after each annual meeting of members.

Section 9. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director given by mail, in person or by telephone, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President, Secretary or Treasurer in like manner and upon like notice on the written request of at least two (2) Directors.

Section 10. Waiver of Notice. Any Director may, at any time, in writing, waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors 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 meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 11. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors and the Secretary shall keep a minute book recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings. Roberts Rules of Order (latest edition) shall

govern the conduct of the meetings of the Board of Directors when not in conflict with the Declaration or these By-Laws. A majority of the total number of Directors shall constitute a quorum for the transaction of business.

Section 12. Action Without a Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors.

Part C. Powers and Duties.

Section 13. Powers and Duties. The Board of Directors shall manage the affairs of the Association and shall have all the powers and duties necessary for the administration of the Condominium and may do all such acts and things as are not prohibited by the Declaration, Articles of Incorporation, or these By-Laws. The Board shall have the power to adopt such rules and regulations as it deems necessary and appropriate and to impose sanctions for violations thereof, including, without limitation, monetary fines. In addition to the duties imposed by these By-Laws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to, and be responsible for, the following in way of explanation, without limitation:

(a) Preparation and adoption of an annual budget, which shall establish the contribution amount of each owner for Common Expenses.

(b) Making assessments to pay Common Expenses, establishing means and methods of collecting such assessments, and establishing the period of installment payments for the annual assessment. Unless otherwise determined by the Board of Directors, the annual assessment against the proportionate share of the Common Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each calendar month for said month.

(c) Providing for the operation, care, upkeep, and maintenance of all of the Condominium Property for which it has responsibility pursuant to Article VII, Section 5 hereof.

(d) Designating, hiring and dismissing personnel necessary for maintenance, operation, repair and replacement of the Association, its property and the Condominium Property

for which it has responsibility pursuant to Article VII, Section 5 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 bank depository insured by the Federal Deposit Insurance Corporation using the proceeds to administer the Association.

(f) Making, amending, repealing rules and regulations.

(g) Opening bank accounts on behalf of the Association and designating the signatories.

(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 By-Laws, after damage or destruction by fire or other casualty.

(i) Enforcing by legal means the provisions of the Declaration, these By-Laws and the rules and regulations adopted by it, and bringing any proceedings which may be instituted on behalf of the owners concerning the Association.

(j) Obtaining and maintaining insurance coverage against casualties and liabilities, as required herein, and paying the premium cost thereof.

(k) Paying the cost of all services rendered to the Association or its members and not chargeable to owners.

(l) Keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred. Said books and vouchers accrediting the entries thereupon shall be available for examination by the unit owners and mortgagees, their duly authorized agents, accountants, or attorneys, during general business hours on working days at the times and in the manner that shall be set and announced by the Board of Directors for the general knowledge of the unit owners. All books and records shall be kept in accordance with generally accepted accounting practices.

(m) Licensing, leasing or assigning to unit owners the use of parking spaces within or without garages, storage lockers and/or laundry facilities and including the right, at the Board of Directors' discretion, to levy a charge or rent for the use thereof.

Section 14. Management Agent. Unless all holders of mortgages otherwise consent the Board of Directors shall employ for the Condominium a professional management agent or agents, at a compensation established by the Board of Directors, to perform such specific duties and services as the Board of Directors shall expressly authorize; provided however, the Board of Directors may not delegate those powers granted to it that are set forth in paragraphs (a), (b), and (i) of Section 13 above. Provided further and notwithstanding any other provision herein to the contrary, any management contract shall contain a termination clause, permitting termination, with cause or without cause, without the payment of any fee, penalty or other termination payment upon thirty (30) days written notice and shall not have a term in excess of one year.

Section 15. Borrowing. The Board of Directors shall have the power to borrow money for the purpose of repair or restoration of Common Elements and facilities without the approval of the members of the Association; provided, however, that the Board of Directors shall obtain membership approval in the same manner as for special assessments set forth in Article VIII Section 5, in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities to the Condominium and the total amount of such borrowing exceeds or would exceed Seven Thousand Five Hundred (\$7,500) Dollars outstanding debt at any one time.

Part D. Committees.

Section 16. Nominating Committee. Pursuant to Section 6 of this Article V, there shall be a nominating committee composed of three (3) members appointed in the manner and to perform the functions specified in Section 6 of this Article.

Section 17. Architectural Standards. The Board of Directors may establish an Architectural Standards Committee for the purpose of establishing and maintaining architectural standards of the Condominium as provided hereinafter and in the Declaration.

Section 18. Other Committees. There shall be such other committees as the Board of Directors shall determine with the powers and duties that the Board of Directors shall authorize. Unless otherwise provided in the resolution creating the committee, the chair person of each committee shall be a member of the Board of Directors.

Part E. Declarant Control.

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Section 19. Term. Declarant shall have the right to appoint and remove all Directors notwithstanding any other provision of the Condominium Instruments to the contrary ("Control Period"). This right to appoint and remove directors may be relinquished voluntarily at any time by the Declarant pursuant to Section 17 of the Declaration or it shall cease upon the earlier of: (1) at the time seventy-five percent of the units shall have been conveyed by the Declarant to unit owners other than a successor Declarant except that the Control Period shall not expire due solely to the conveyance of seventy-five percent (75%) of all units until the earlier of: (a) the addition of all of the Additional Property to the Condominium; or (b) the expiration of the time period in which Declarant is entitled to expand the Condominium as provided in the Declaration; or (2) seven (7) years from the date of recording of the Declaration.

ARTICLE VI

OFFICERS

Section 1. Designation. The principal officers of the Association shall be the President, Vice President, Secretary, and Treasurer, all of whom shall be elected by the Board of Directors and shall be Directors. The Board of Directors may appoint an Assistant Treasurer, an Assistant Secretary, and such other subordinate officers as in its judgment may be necessary. Except for the offices of President and Secretary any two or more offices may be held by the same person.

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

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

Section 4. President. The President shall be the chief executive officer of the Association and shall preside over all meetings of the members and of the Directors. 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 and among the members from time to time as he may, in his discretion, decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. 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 6. Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Board of Directors and shall have charge of such books and papers as the Board of Directors may direct, and shall, in general, perform all duties incident to the office of the secretary of a corporation organized in accordance with Georgia law.

Section 7. Treasurer. The Treasurer shall have the responsibility for (1) the Association's funds and securities, (2) keeping full and accurate financial records and books of account showing all receipts and disbursements, (3) preparing all required financial statements and tax returns, (4) the deposit of all monies and other valuable effects in the name of the Association or the managing agent in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall additionally be responsible for the preparation of the budget as provided below. If the Association employs a management agent the duties may be delegated to the agent. In such case, the duties shall be performed by the Treasurer in conjunction with the management agent.

Section 8. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks in excess of \$500.00 and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by resolution of the Board of Directors.

ARTICLE VII

ASSOCIATION RESPONSIBILITIES

Section 1. Liability and Indemnification of Officers and Directors. The Association shall indemnify every officer and Director against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such officer or Director in connection with any action, suit or other proceeding (including settlement of any such action, suit or proceeding if approved by the then Board of Directors) to which he may be made a party by reason of being or having been an officer or Director, whether or not such person is an officer or Director at the time such expenses are incurred. The officers and Directors shall not be liable for any mistake of judgment, negligence or otherwise, except for their own individual willful misfeasance or malfeasance. The officers and Directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or Directors may also be members of the Association) and the

Association shall indemnify and forever hold each such officer and Director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or Director, or former officer or Director, may be entitled. The Association as a Common Expense shall maintain adequate general liability insurance and, if obtainable, officers' and Directors' liability insurance to fund this obligation and the insurance shall be written as provided in Section 2 of this Article VII.

Section 2. Insurance.

(a) The Association shall obtain and maintain at all times as a Common Expense, to the extent reasonably available, the following types of insurance:

- (1) A master casualty insurance policy affording fire, casualty and extended coverage insurance for all buildings, improvements, service equipment and all fixtures, supplies, equipment and other personal property within the units and Common Elements, and in an amount consonant with the full replacement value of all such structures, buildings, improvements, fixtures, equipment and other personal property within the Condominium excluding improvements or betterments made by unit owners together with an Agreed Amount Endorsement, if available, and Inflation Guard Endorsement if required by a mortgage holder providing protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsement, by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm and water damage;
- (2) Comprehensive liability insurance policy at least covering all Common Elements in amounts as determined from time to time by the Association (but in no event in amounts less than \$1,000,000.00 for injury, including death, to a single person, \$1,000,000.00 for injury or injuries, including death, arising out of a single occurrence, and \$50,000.00 property damage) including coverage for legal liability of the insureds for property damage, bodily injuries, and

deaths in connection with the operation, maintenance or use of the Common Areas or liability arising out of employment contracts of the Association, a cross-liability endorsement covering the Association, the Board of Directors and the officers of the Association, all agents and employees of the Association, and all unit owners and other persons entitled to occupy any unit or other portion of the Condominium providing that negligent acts of the Association or another unit owner will not preclude coverage and;

- (3) Workman's Compensation insurance if and to the extent necessary to meet the requirements of law;
- (4) Fidelity bonds naming the Association as obligee covering officers, directors, trustees and employees of the Association and any professional management company and other persons who handle or are responsible for handling Association funds in such amount as the Board of Directors may determine to be necessary but in no event less than 150% of the estimated annual operating expenses of the Association and containing provisions waiving any defenses based on exclusion of persons serving without compensation from coverage as "employee" and that bonds may not be cancelled or substantially modified without giving 30 days prior written notice to all mortgage holders;
- (5) Flood insurance which meets the criteria set forth in the Guidelines published by the Flood Insurance Administration in the Federal Register on February 17, 1978, in a coverage of at least an amount equal to 100% of the replacement costs of the insurable improvements or the maximum coverage available for all buildings and other insurable property, but only if any buildings of the Condominium are located in a designated special flood hazard area;

- (6) Steam boiler coverage, if applicable, is required for loss or damage resulting from a steam boiler equipment accident in an amount not less than \$50,000 per accident or such greater amount that may be prudent considering the nature of the policy.
- (7) Such other insurance as the Board of Directors may determine to be necessary.

Notwithstanding the foregoing, the Association shall in all events maintain any and all insurance as required by Section 39 of the Act or as otherwise required by law.

(b) All insurance shall name the Association as insured, as trustee for the owners and mortgagees benefiting the owners and mortgagees according to their respective percentage ownership of the Common Elements containing standard mortgagee clauses (without contribution) providing that the coverage of the mortgagee under the policy will not be adversely affected or diminished by act or neglect of the mortgagor, if available, and shall be written with a reputable company or companies licensed to do business in the State of Georgia with Best's Key Rating Guide of Class VI or better and with a company or companies which will provide insurance certificates to all unit owners and to each mortgagee of a unit if requested by the unit owner or mortgagee. All insurance coverage shall comply with local and state insurance laws.

(c) With respect to the insurance required by sub-paragraph (a) above the Association shall use its best efforts to obtain insurance which, as appropriate, provides within the policy or by endorsement to the policy that:

- (1) the insurer waives its rights of subrogation of any claims against the Association, Directors, officers, the managing agent, if any, the unit owners and their respective household members, employees, agents, tenants and invitees and waives any defenses based on co-insurance or invalidity arising from acts of the insureds;
- (2) the policy cannot be cancelled, invalidated or suspended on account of the conduct of any officer, Director, agent or employee of the Association without a prior demand in writing delivered to the

Association and to all mortgagees of units to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured;

- (3) any "no other insurance" clause contained in any policy shall expressly exclude individual unit owners' policies from its operation and effect and the policy of the Association is primary in the event the unit owner has other insurance covering the same loss;
- (4) until the expiration of thirty (30) days after the insurer gives notice in writing to the mortgagee of any unit and its servicing agent, if any, the mortgagee's insurance coverage will not be cancelled, terminated, affected or jeopardized by any act or conduct of the owner of such unit, the other unit owners, the Board of Directors, or any of their agents, employees, or household members, nor cancelled for nonpayment of premiums;
- (5) the policy may not be cancelled or substantially modified without at least thirty (30) days' prior notice in writing to the Board of Directors and all mortgagees of units;
- (6) coverage will not be prejudiced by (a) any act or neglect of the owners of the units when any act or neglect is not within the control of the Association or (b) any failure of the Association to comply with any warranty or condition regarding any portion of the Condominium over which the Association has no control;
- (7) in no event will the insurance be brought into contribution with any insurance purchased by individual unit owners or their mortgagees;
- (8) the insurer waives any right to repair and reconstruct instead of paying cash.

(d) Upon prior written request, the Association shall notify any holder of a mortgage for a unit if such unit sustains damages in excess of \$1,000.00. Upon prior

written request, the Association shall notify all holders of mortgages if the Common Elements sustain damages in excess of \$10,000.00. No provision of these By-Laws or the Declaration shall entitle the owner of a unit or other party to priority over holder of a first mortgage on a unit with respect to the distribution to such unit of any insurance proceeds.

(e) Each unit Owner shall notify the Board of Directors of all structural improvements made by the unit owner to his unit prior to construction. If a unit owner obtains an individual insurance policy covering any portion of the Condominium, other than improvements and betterments made by such unit owner at his expense and personal property belonging to such unit owner, then he shall deliver a copy of such policy or policies to the Board of Directors within thirty (30) days after the purchase of such insurance. Such unit owner shall also promptly notify, in writing, the Board of Directors if such policy is cancelled.

(f) If the insurance policies required above contain provisions providing that waiver of rights of subrogation against the Association, Directors, officers, the managing agent, if any, unit owners and their respective household members, employees, agents, tenants and invitees will not cancel, invalidate or provide a defense to coverage, then in that event all rights of subrogation for any claims against the above-referenced parties are hereby waived and released.

(g) The Association is entitled to name as an insured a representative or trustee, or successor pursuant to any Insurance Trust Agreement and such trustee or representative shall have exclusive authority to negotiate losses under any policy of property or liability insurance. All owners hereby appoint the Association and any trustee or representative as attorney-in-fact for the purpose of purchasing and maintaining such insurance including, collection and appropriate disposition of proceeds, negotiation of losses and execution of releases and execution of documents and performance of all other appropriate acts and for the purpose of representing unit owners in any condemnation proceeding or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements or portions thereof.

Section 3. Repair and Reconstruction. In the event of damage to or destruction of all or any part of the Condominium as a result of fire or other casualty, unless all of the unit owner or owners and first mortgagees of units that are directly affected by said damage or destruction together with two-thirds (2/3) of all other unit owners and other first mortgagees vote not to proceed with the reconstruction and repair of the structure, the Board of Directors

or its duly authorized agent shall arrange for and supervise the prompt repair and restoration of the structure in accordance with the Declaration and the original plats and plans. Except as may be provided above in the case of substantial loss to the units and/or Common Elements, no hazard insurance proceeds may be used other than for repair, replacement or reconstruction of the Condominium Property. The Association and any trustee or representative shall receive, hold and otherwise properly dispose of any insurance proceeds in trust for unit owners and their first mortgagees as their interests may appear. In the event of substantial damage or destruction, each holder of a first mortgage shall be entitled to written notice of the damage, and nothing in these documents shall be construed to afford a priority to any unit owner with respect to the distribution of proceeds to any such unit.

The procedure for repair and reconstruction shall be:

(a) Cost Estimates. Immediately after a fire or other casualty causing damage to the Condominium the Board of Directors shall obtain reliable and detailed estimates of the cost of repairing and restoring the structures (including any damaged unit) to a condition as good as that existing before such casualty. Such costs may also include professional fees and premiums for such bonds as the Board of Directors determines to be necessary.

(b) Source and Allocation of Proceeds. If the proceeds of insurance are not sufficient to defray said estimated costs of reconstruction and repair as determined by the Board of Directors, or if at any time during the reconstruction and repair or upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, to the extent the Association is obligated for said repair or reconstruction and to the extent one or more units are damaged assessments shall be made against all of the unit owners and to the extent only one or more but less than all unit owners are responsible for said repair or reconstruction then said unit owner or unit owners shall pay for said repair or reconstruction. If after repair and reconstruction is completed there is a surplus of funds, such funds shall be common funds of the Association to be used as directed by the Board of Directors.

(c) Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the Declaration and the plans and specifications under which the Condominium was originally constructed.

(d) Encroachments. Encroachments upon or in favor of units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis for any proceeding or action by the unit owner upon

whose property such encroachment exists, provided that such reconstruction was substantially in accordance with the architectural plans under which the Condominium was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the reconstructed building shall stand.

(e) Construction Fund. The net proceeds of the insurance collected on account of a casualty and the funds collected by the Association from assessments against unit owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair in the manner set forth in this Section.

(f) Method of Disbursement. The construction fund shall be paid by the Association in appropriate progress payments to such contractor(s), supplier(s), and personnel performing the work or supplying materials or services for the repair and reconstruction of the buildings as are designated by the Board of Directors.

(g) Insurance Deductibles. If maintenance is required as a result of an insured loss, the amount of the deductible shall be considered a maintenance expense to be paid by the person or persons who would be responsible for such repair in the absence of insurance. If the loss affects more than one unit or a unit and the Common Elements, the cost of the deductible may be apportioned equitably by the Board among the parties suffering loss in accordance with the total cost of repair.

Section 4. Architectural Standards. No owner, occupant, lessee or lessor, or any other person may make any exterior change, alteration or construction, nor erect, place, or post any sign, object, light, or thing on the exterior of the buildings or in or on any other Common Element without first obtaining the written approval of the Board of Directors or its delegate. As used in the preceding sentence the term "exterior change" includes, but is not limited to, repainting exterior doors, walls or other surfaces, if such repainting changes the color of any exterior surface. Application shall be in writing and shall provide such information as the Board of Directors may reasonably require. In the event that the Board of Directors or its delegate fail to approve or to disapprove such application within sixty (60) days after it shall have been submitted, its approval will not be required and this Section 4 will be deemed complied with.

Section 5. Maintenance Responsibility.

(a) By the Association. Except as specifically provided in sub-paragraph (b) below, the Association shall have the sole and exclusive authority (which authority the Association may delegate from time to time), and the duty and responsibility to maintain in constant good order and repair, all portions of the Common Elements and all other portions of the Condominium not required to be maintained by the unit owners.

(b) By the Owner. Each unit owner shall have the sole and exclusive responsibility for maintaining, repairing and replacing (1) all portions of his unit; (2) any heating, air conditioning and ventilating equipment, and any plumbing, piping, ducts, wiring, cables and conduits which serve only his unit; (3) all glass, encasements for glass, window frames, exterior doors to his unit including the door frame and jam door fixtures and door hardware; and (4) all electrical fixtures, panels, fuse boxes, fuses, circuit breakers, switches and electrical receptacles serving only his unit whether or not located within the unit boundaries and all wiring wherever located from the point of connection to said fixtures, panels boxes, circuit breakers, switches and electrical receptacles running to the unit. Notwithstanding the foregoing, to the extent that any repair or replacement as aforesaid is caused as a result of damage incident to the repair or replacement of any portions of the Condominium which is the responsibility of the Association or for which insurance proceeds are paid and allocated from the Association's insurance policy or policies then, the Association shall be responsible for said repair or replacement.

(c) All maintenance, repair, renovation, restoration and replacement of the Condominium resulting from normal wear and tear, depreciation or obsolescence of any portion of the Condominium which is the responsibility of the Association and is not associated with the actual fault or negligence of any unit owner, his or her family, or anyone who visits or lives in the unit, shall be a Common Expense assessed equally among all unit owners, notwithstanding Section 17(b) of the Act and that portion of Paragraph 11(a) of the Declaration which contemplate expenses of the Association that: (i) benefit less than all of the units; or (ii) significantly disproportionately benefit all of the units.

(d) To the extent any maintenance, repair, renovation, restoration or replacement of any portion of the Condominium is caused by the malfunction of any portion of the unit that is the owner's obligation to repair or by the negligence or

willful act of any unit owner, his or her family, or anyone who visits or lives in the unit, the unit owner shall be responsible for payment upon demand to the Association for such maintenance, repairs, renovations, restorations or replacements in accordance with Section 7 of Article VIII of these By-Laws.

(e) The Association is hereby authorized to delegate its duty to maintain, repair, manage and operate the portions of the Condominium for which it is responsible to a Manager and to enter into, make and execute a written management contract with such Manager in accordance with Section 14 of Article V.

(f) The Association shall have the sole and exclusive authority (which authority Association may, from time to time in whole or in part, delegate):

(1) to make improvements, additions, or alterations to all portions of the Common Elements, and repairs to structural portions of the Buildings, and no unit owner shall make or contract for any improvement, addition or alteration to any portion of the Common Elements, and

(2) to make all structural repairs to the Buildings.

(g) Notwithstanding anything in this Declaration to the contrary, unit owners may only make modifications, additions or alterations to the electrical, heating, air conditioning, mechanical ventilating or any other system in accordance with full and complete plans and specifications that have been previously submitted and approved by the Association in writing.

(h) The Association shall be authorized to perform, after notice, any maintenance upon any portion of the Condominium for which a unit owner is responsible and to charge, as provided for assessments herein, the owner with the actual costs of maintenance.

Section 6. Condemnation. The provision of Section 6 of the Act shall govern in the event of any taking or acquisition of a portion of the Condominium Property by eminent domain. All awards and compensation for any such taking or acquisition shall be paid to the Association or any trustee to the extent such award or compensation relates to the Common Elements.

ARTICLE VIIIASSESSMENTS

Section 1. Purpose of Assessment. The assessments for Common Expenses provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the owners and occupants of units in the Condominium as may be more specifically authorized from time to time by the Board of Directors. Assessments may be used to compensate officers and Directors only if approved by a majority vote of the Association.

Section 2. Creation of the Lien and Personal Obligation of 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: (1) annual assessments or charges, and (2) special assessments, such assessments to be established and collected as hereinafter provided, and (3) specific assessments against any particular unit which are established pursuant to the terms of the By-Laws or the Declaration. All such assessments, together with charges, interest, costs, and reasonable attorney's fees, in the maximum amount permitted by Section 41 of 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 the assessment became due. Each owner shall be liable for his or her portion of each assessment coming due while he or she is the owner of a unit and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided however, that any holder of a first mortgage who obtains title to a unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such unit's unpaid assessments accruing prior to the acquisition of title to such unit by said mortgagee. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors; unless otherwise provided, the assessments shall be paid in monthly installments.

Section 3. Acceleration. If a unit owner shall be in default in payment of an installment of an assessment, including, by not limited to, the monthly installments based on the annual budget, the Board of Directors may accelerate the remaining installments upon ten (10) days written notice to such unit owner, whereupon the entire unpaid balance of such installment shall become due upon the date stated in such notice.

Section 4. Notice to Mortgagee of Default by Unit Owners. Upon written request, the holder of a first mortgage for a unit shall be given written notice from the Board of Directors of any default by an owner of such unit in the performance of any obligation set forth herein or in the Declaration or other Condominium Instrument that is not cured by said unit owner within thirty (30) days after default.

Section 5. Computation of Operating Budget and Assessment. It shall be the duty of the Board of Directors not later than twenty-one (21) days prior to the Association's Annual Meeting each year to prepare a budget covering the estimated costs of operating the Condominium. The Board of Directors may, at any time, levy a further assessment for the remainder of the current budget year. The budget, the assessment and any further assessments shall become effective until and unless disapproved at any annual or special meeting of the members by a vote of a majority of the total Association membership. Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget or any further assessments, or the Board of Directors fails for any reason to determine the budget for the succeeding fiscal year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the current fiscal year shall continue for the remainder of that year and the succeeding fiscal year.

Section 6. Special Assessments. If the assessment proves inadequate for any year, for any reason, the Board of Directors may, at any time, levy a special assessment against all owners; provided, however, that prior to becoming effective, any special assessment shall be approved by the affirmative vote of two-thirds (2/3) of those present, in person or by proxy, at a special or annual meeting of the members, notice of which shall specify that purpose.

Section 7. Specific Assessment Against Specific Unit. To the extent that the Association is obligated pursuant to these By-Laws to (1) make any repairs or replacements to any part of the Property or (2) incur any cost or expense, then, in either of said events if said repairs or replacements are made or a cost, expense or other obligation is incurred as a direct and proximate result of any wilful or negligent act, omission or fault of any unit owner, the Board of Directors may levy a specific assessment against that unit owner in the amount of the cost of said repairs or replacement or cost or expense incurred by the Association.

Section 8. Lien for Assessments. The Association shall have full and complete lien rights as provided or permitted by Section 41 of the Act, and the lien shall

specifically include the maximum costs, charges, fees and rents set out in Section 41(b) of the Act. Each holder of a first mortgage on a unit coming into possession of the unit by virtue of foreclosure of the mortgage or by deed in lieu of foreclosure or any purchaser at a foreclosure sale (except the previous owner of such unit, a relative of said owner or anyone acting on his behalf) shall take title to the unit free of any claims for unpaid assessments and charges against the unit that accrue prior to the time such holder comes into possession except for claims of a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all units.

Section 9. Capital Budget and Contribution. The Board of Directors shall annually prepare a capital budget which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected maintenance, repair or replacement of improvements to the Common Elements and Limited Common Elements the Association is obligated to maintain. The Board of Directors shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect both to amount and timing by equal monthly assessments over the period of the budget. The regular monthly assessments of unit owners shall include the sums required by the capital budget. The capital contribution required shall be fixed by the Board of Directors and shall be included within the budget and assessment provided for in Sections 2 and 5 of this Article. A copy of the capital budget shall be distributed to each member in the same manner as the operating budget.

ARTICLE IX

USE RESTRICTIONS AND RULE MAKING

Section 1. Authority and Enforcement. The Condominium shall be used only for those uses and purposes set out in the Declaration. All unit owners and occupants shall comply with the rules and regulations set forth on Exhibit "A", attached hereto and by this reference made a part hereof. The Association members shall have the authority to adopt additional rules and regulations by a majority vote of members at a meeting duly called for that purpose, copies of the proposed rules and regulations having been previously delivered to all members, provided such rules and regulations only govern the conduct in and use of the Common Elements only as such conduct or use may directly interfere with the quiet enjoyment of another unit occupant. The Board of Directors shall have the authority to enforce reasonable rules and regulations previously adopted by the Association members that govern the conduct and use of the Common Elements

only as such conduct or use may directly interfere with the quiet enjoyment of another unit occupant, provided that copies of all such rules and regulation be furnished to all owners. The Board of Directors shall have the power to impose reasonable fines which shall constitute a lien upon the Property and to suspend an owner's right to vote and use the Common Elements for violation of any duty imposed under the Declaration, these By-Laws or any rules and regulations duly adopted by the Board of Directors or Association, provided, however, the Board and the Association shall not prohibit or restrict the use of the Common Elements for ingress and egress to and from the units.

Section 2. Procedure. The Board of Directors shall not impose a fine, suspend voting, or infringe upon any other rights of a member or other occupant for violation of rules unless and until the following procedure is followed:

(a) Demand. Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying: (i) the alleged violation; (ii) the action required to abate the violation; and (iii) (A) if the violation is a continuing one, a time period, not less than ten (10) days, during which the violation may be abated without further sanction or (B) if the violation is not a continuing one, a statement that any further violation of the same rule may result in the imposition of sanction after notice and hearing.

(b) Notice. Within twelve months of such demand, if the violation continues past the period allowed in the demand for abatement notice without penalty, or if the same rule is subsequently violated, the Board shall serve the violator with written notice of a hearing to be held by the Board of Directors in session. The notice shall contain: (i) the nature of the alleged violation; (ii) the time and place of the hearing, which time shall be not less than ten (10) days from the giving of the notice; (iii) an invitation to attend the hearing and produce any statement, evidence and witnesses on his or her behalf; and (iv) the proposed sanction to be imposed.

(c) Hearing. The hearing shall be held in executive session pursuant to this notice affording the member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer or Director who delivered such notice. The notice requirement shall be deemed satisfied if a violator appears at the meeting. The

minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

(d) Exception. If the nature of the violation is one for which the above procedure cannot be reasonably followed before assessing the appropriate penalty, then the penalty may be first assessed and then the above notice shall be given and the unit owner shall have the same right to a hearing to contest said penalty as set forth above.

ARTICLE X

MISCELLANEOUS

Section 1. Notices. Unless otherwise provided in these By-Laws all notices, demands, bills, statements or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally, deposited in first class mail postage prepaid or if sent by registered or certified mail, return receipt requested, first class postage prepaid to the following address:

(a) If given 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; or

(b) If given to the Association, the Board of Directors 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 by the notice in writing to the owners pursuant to this Section.

(c) If given to a holder of a mortgage, at the address designated to the Association by the holder or if no address is designated, then to Suite 300, 5775-A Peachtree Dunwoody Road, Atlanta, Georgia, 30342.

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

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 By-Laws or the intent of any provision thereof.

Section 4. Gender and Grammar. The use of the masculine gender in these By-Laws 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 shall be determined by the Board of Directors.

Section 6. Audit. An internal audit of the accounts of the Association shall be made annually in the manner determined by the Board of Directors, provided, however, that after having received a copy of the Board of Directors' audit at the annual meeting, the owners by a majority vote or any holder of a first mortgage shall be entitled to require that the accounts of the Association be audited as a Common Expense by a public accountant. Upon written request of any institutional holder of a first mortgage, such holder shall be entitled to received a copy of the annual audited financial statement within 90 days after the end of each fiscal year free of charge.

Section 7. Conflicts. In the event of conflicts between the Act, Declaration and these By-Laws, then the Act, the Declaration and these By-Laws shall control in that order.

Section 8. Condemnation. In the event of a taking by condemnation or by eminent domain, the provisions of Section 6 of the Act shall prevail and govern. Each holder of a first mortgage shall be entitled to written notice of any such condemnation proceedings, and nothing in these documents shall be construed to give a priority to any unit owner in the distribution of proceeds to such unit.

Section 9. Amendment. These By-Laws may be amended only at an annual or special meeting of the members duly called for that purpose at which ninety percent (90%) of all owners are present by the affirmative vote of members of at least ninety percent (90%) of the total votes in the Association. No vote shall be cast concerning the amendment of any of the Condominium Instruments by virtue of a proxy. Notice of any meeting at which an amendment will be considered shall state that fact and the subject matter of the proposed amendment and shall be sent to all members and to all holders of first mortgages.

Section 10. Books and Records. All members of the Association and any holder of a first mortgage shall, upon written request, be entitled to inspect all current copies of the Declaration, By-Laws, rules and regulations and any amendments thereto and books and financial records of the Association during normal business hours at the office of the Association or other place designated reasonably by the Board of Directors as the depository of such books

and records and, upon request, any holder of a mortgage on a unit shall be entitled to receive an annual financial statement of the Association within 90 days after the end of the Association fiscal year.

Section 11. Mortgagees' Approvals. Notwithstanding any other provision herein to the contrary which requires less than all of the first mortgagees (based upon one vote for each first mortgage owned) or owners (other than Declarant) to approve, the prior written consent of at least sixty-seven (67%) percent of the first mortgagees (based upon one vote for each first mortgage owned) and ninety percent (90%) of all owners (other than Declarant), or whatever larger majority may be required by the Condominium Instruments, shall be required to add or amend any material provisions of the Condominium Instruments which establish, provide for or regulate any of the following:

- (a) The pro rata interest or obligations of any individual condominium unit for the purpose of:
 - (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each condominium unit in the Common Elements except reallocation provided for in Paragraphs 9, 10, 11, and 16 herein upon the expansion of the Condominium to include portions of the Additional Property; or
- (b) Subdivide, partition or relocate the boundaries of any unit or the Common Elements or Limited Common Elements, except as otherwise provided herein in the event the Condominium is expanded to include portions of the Additional Property pursuant to Paragraph 16 herein; or
- (c) Voting;
- (d) Assessments, assessment liens or subordination of such liens;
- (e) Reserves for maintenance, repair and replacement of the Common Elements;
- (f) Insurance or fidelity bonds;
- (g) Right to use of the Common Elements;
- (h) Responsibility for maintenance and repair of portions of the Condominium;
- (i) Expansion or contraction of the Condominium or the addition or withdrawal of property to or from the Condominium, except for expansion provided for in Paragraph 16 herein to include the Additional Property;

- (j) Boundaries of any unit;
- (k) Interests in general or limited Common Elements;
- (l) Convertability of units in Common Elements or Common Elements into units;
- (m) Leasing of units;
- (n) Imposition of right of first refusal or similar restriction on the right of a unit owner to sell, transfer, or otherwise convey a unit;
- (o) Any provision expressly for the benefit of holders of first mortgages or insurers or guarantors of such mortgages.

Upon written request to the Association, identifying the name and address of the requesting party and the address of the unit concerned, the holder of any first mortgage shall be entitled to timely written notice of:

- (a) Any condemnation loss or any casualty loss which affects a material portion of the buildings or improvements in the Condominium or any unit on which a holder, insurer or guarantor of a first mortgage has so requested notice;
- (b) Any delinquency in the payment of assessments or charges owed by an owner of a unit subject to a mortgage held, insured or guaranteed by a requesting party which remains unpaid for a period of sixty (60) days;
- (c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and
- (d) Any proposed action which would require the consent of a specified percentage of holders of first mortgages hereunder.

Section 12. Pets and Animals. Except as expressly provided in the rules and regulations of the Association, including the rules set forth on Exhibit "A" attached hereto, no animals or pets, including, without limitation, dogs and cats, shall be kept within any unit or on the Property, except for small birds (which must be kept in cages) and fish; provided, however, no unit owner or occupant shall keep or breed birds or fish for commercial purposes within any unit or on the Property.

EXHIBIT AUSE AND OCCUPANCY RESTRICTIONS

Subject to the provisions of these Bylaws, no part of the Property may be used for purposes other than residential housing and the related common purposes for which the Property was designed. Each Unit shall be used as a residence and for no other purpose. The Common Elements shall be used only by the members and their agents, servants, tenants, family members, customers, invitees and licensees for access, ingress to and egress from the respective Units and for other purposes incidental to use of the Units; provided, however, the storage areas, swimming pool area and other areas designed for a specific use shall be used for the purposes approved by the Board. The use, maintenance and operations of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any member, and shall be subject to any lease, concession or easement, presently in existence or entered into by the Board at some future time, affecting any part or all of said Common Elements. Without limiting the generality of the foregoing provisions of this Exhibit A, use of the Property by the members shall be subject to the following restrictions:

(a) Patios, balconies, stairwells, walkways, or any Common or Limited Common Elements open to general view are not to be used for storage of any kind;

(b) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance for the Property. No member shall permit the storage of unusual or unnecessary amounts of flammable liquids, explosives, corrosives, poisons or lethal chemicals or any substance in his or her Unit in or on the Common Elements which will result in the cancellation of insurance on any Unit, or any part of the Common Elements, or which will be in violation of any law;

(c) No waste shall be committed in or on the Units or the Common Elements;

(d) Each member shall comply with all policies and rules promulgated by the Board of Directors governing trash and refuse collection and disposal;

(e) Subject to rights of all unit owners to promote the sale of Units and display signs therefore, no sign of any kind shall be displayed to the public view on or from any unit or the Common Elements without the prior written consent of the Board or the written consent of the Managing Agent acting in accord with the Board's direction;

(f) No noxious or offensive activity shall be carried on in any Unit or on or in the Common Elements nor shall anything be done therein which may be or become an annoyance or nuisance to the other Unit owners;

(g) Except as expressly provided hereinabove, nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board or the written consent of the Managing Agent in accord with the Board's direction;

(h) Subject to the right of Declarant to promote the sale of units, no structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuildings shall be permitted on the Property at any time temporarily or permanently except with the prior written consent of the Board; provided, however, that temporary structures may be erected for use in connection with the repair or rebuilding of the Property or any portion thereof or the initial sales of the units;

(i) Parking or storage of large vehicles, including (but not limited to) boats, large trucks, trailers, campers, mobile homes, horse trailers, vans, recreational vehicles and similar vehicles, are not permitted in the driveway or any parking areas. Any exceptions to this restriction shall be at the discretion of the Board or the Managing Agent acting in accord with the Board's direction;

(j) Except within individual Units, no planting, transplanting or gardening shall be done and no fences, hedges or walls shall be erected or maintained upon the Property, except as approved by the Board;

(k) Motorcycles, motorbikes, motor scooters or other similar vehicles shall not be operated within the Property except for the purpose of transportation, it being intended that said vehicles shall not be operated within the Property so as to annoy or disturb persons or endanger persons or property and such vehicles shall not be stored or parked in or under any building or hallway;

(l) No exterior antennas or aerials shall be allowed on the Property;

(m) No animals other than a reasonable number of generally recognized house pets, shall be kept or maintained on any portion of the Property and then only if they are kept or maintained solely as domestic pets and not for commercial purposes. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance. No structure for the care, housing

or confinement of any pet shall be constructed or maintained on any part of the Common Elements, and no such structure shall be constructed or maintained within any balcony, deck, patio or terrace area unless the same shall be approved in advance in writing by the Board of Directors. Pets shall be under leash when walked or exercised in any portion of the Common Elements. No pet shall be permitted to leave its droppings on any portion of the Common Elements, and the owner of such pet shall immediately remove the same. Upon the written request of any Owner, the Board of Directors shall conclusively determine, in its sole and absolute discretion, whether, for the purposes of this Section, a particular pet is permitted or such pet is a nuisance, and shall have the right to require the owner of a particular pet to remove such pet from the property if such pet is found to be a nuisance or to be in violation of these restrictions.

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

COPY

EXHIBIT "B"

Certificate of Incumbency and
Corporate Resolution

The undersigned hereby certify that they are currently serving as officers and directors of St. Augustine Place Condominium Association, Inc., having been duly elected as directors by the membership on Oct 31, 1989.

The undersigned further certify that the Board of Directors of St. Augustine Place Condominium Association, Inc. by a majority vote have approved the execution of the Release Agreement to which this exhibit is hereto attached. Said Release Agreement entered into by and between St. Augustine Place Condominium Association, Inc. and American Realty Enterprises, Inc. for the release of certain obligations and performance of certain repairs to real property improvements located at St. Augustine Place Condominium as set forth more fully in the Release Agreement.

This 23rd day of March, 1990.

ST. AUGUSTINE PLACE CONDOMINIUM
ASSOCIATION, INC.

BY: Nela Bell Merchant
Title President

BY: [Signature]
Title Treasurer

2266Y

COPY

[Space Above Reserved For Recording Information]

Return to: Weissman, Nowack, Curry & Wilco, P.C.
3500 Lenox Road, 4th Floor
Atlanta, Georgia 30326
Attn: Jay Lazega

STATE OF GEORGIA
COUNTY OF COBB

Cross Reference: Deed Book ____
Page ____

AMENDMENT TO THE BY-LAWS
OF
ST. AUGUSTINE PLACE CONDOMINIUM ASSOCIATION, INC.

WHEREAS, the By-Laws of St. Augustine Place Condominium Association, Inc. ("By-Laws") were recorded in Deed Book _____, Page _____, *et seq.*, Cobb County, Georgia records; and

WHEREAS, Article X, Section 9 of the By-Laws provides that the By-Laws may be amended by the vote of unit owners at the Condominium to which ninety percent (90%) of the vote of the St. Augustine Place Condominium Association, Inc. ("Association"), appertain; and

WHEREAS, O.C.G.A. Section 44-3-93(a)(2) provides that no amendment of a condominium instrument shall require approval of unit owners to which more than eighty percent (80%) of the association vote pertains; and

WHEREAS, unit owners to which more than eighty percent (80%) of the Association vote pertains desire to amend the By-Laws and have approved this Amendment; and

WHEREAS, this Amendment is not material with respect to any first mortgagees on units at the Condominium in that it does not materially and adversely change, alter, modify or rescind any right, title, interest or privilege granted to a first mortgagee, and no first mortgages have requested notice of this proposed action under Paragraph 20 of the Declaration; provided, however, if a court of competent jurisdiction determines that this Amendment does so without such first mortgagee's written consent, when required, then this Amendment shall not be binding on the first mortgagee so involved, unless it consents hereto; and if such consent is not forthcoming, then the provisions of the By-Laws prior to this Amendment shall control with respect to the affected first mortgagee;

NOW, THEREFORE, the By-Laws of St. Augustine Place Condominium Association, Inc., are hereby amended as follows:

1.

Article IV, Section 7 of the By-Laws is hereby amended by deleting the phrase "*Except for a vote concerning amendment of any of the Condominium Instruments*" therefrom.

2.

Article IV, Section 8 of the By-Laws is hereby amended by deleting the phrase "*Except for a vote concerning amendment of any of the Condominium Instruments*" therefrom and by deleting the phrase "*all owners*" therefrom and substituting "*the required percentage of owners*" therefor.

3.

Article X, Section 9 of the By-Laws is hereby amended by deleting that Section in its entirety and substitute the following therefor:

These By-Laws may be amended by the same procedure specified in the Declaration for amendments to the Declaration.

4.

Article X, Section 11 of the By-Laws is hereby amended by deleting the phrase "first mortgage" therefrom and substituting "Eligible Mortgage Holder" therefor.

IN WITNESS WHEREOF, the undersigned officers of St. Augustine Place Condominium Association, Inc., hereby certify that the above Amendment to the By-Laws was duly adopted by the requisite majority of the Association membership with any required notices duly given.

This 21 day of December, 2004.

ST. AUGUSTINE PLACE CONDOMINIUM
ASSOCIATION, INC.

By: [Signature] (Seal)
President

Attest: [Signature] (Seal)
Secretary

[CORPORATE SEAL]

Sworn to and subscribed to before
me this 21 day of December
2004.

Witness

[Signature]
Leah E. Price
Notary Public

[Notary Seal]

JSL:360906_1 (7880)

Notary Public, Cobb County, Georgia
My Commission Expires May 01, 2006

Contacts for 501 Countryside Leak/ Water is all in 501 but owner says it's coming from unit above.
501

Contact Brian-770-851-5926
Justin 404-822-7967

502

Kathleen Ford-(770) 434-0868

503

Margaret Garren(678) 805-5101

504

(678) 575-0692- Lorrita Sprott

[Space Above Reserved For Recording Information]

Return to: Weissman, Nowack, Curry & Wilco, P.C.
3500 Lenox Road, 4th Floor
Atlanta, Georgia 30326
Attn: Jay Lazega

STATE OF GEORGIA
COUNTY OF COBB

Cross Reference: Deed Book _____
Page _____

AMENDMENT TO THE BY-LAWS
OF
ST. AUGUSTINE PLACE CONDOMINIUM ASSOCIATION, INC.

WHEREAS, the By-Laws of St. Augustine Place Condominium Association, Inc. ("By-Laws") were recorded in Deed Book _____, Page _____, *et seq.*, Cobb County, Georgia records; and

WHEREAS, Article X, Section 9 of the By-Laws provides that the By-Laws may be amended by the vote of unit owners at the Condominium to which ninety percent (90%) of the vote of the St. Augustine Place Condominium Association, Inc. ("Association"), appertain; and

WHEREAS, O.C.G.A. Section 44-3-93(a)(2) provides that no amendment of a condominium instrument shall require approval of unit owners to which more than eighty percent (80%) of the association vote pertains; and

WHEREAS, unit owners to which more than eighty percent (80%) of the Association vote pertains desire to amend the By-Laws and have approved this Amendment; and

WHEREAS, this Amendment is not material with respect to any first mortgagees on units at the Condominium in that it does not materially and adversely change, alter, modify or rescind any right, title, interest or privilege granted to a first mortgagee, and no first mortgages have requested notice of this proposed action under Paragraph 20 of the Declaration; provided, however, if a court of competent jurisdiction determines that this Amendment does so without such first mortgagee's written consent, when required, then this Amendment shall not be binding on the first mortgagee so involved, unless it consents hereto; and if such consent is not forthcoming, then the provisions of the By-Laws prior to this Amendment shall control with respect to the affected first mortgagee;

NOW, THEREFORE, the By-Laws of St. Augustine Place Condominium Association, Inc., are hereby amended as follows:

1.

Article IV, Section 7 of the By-Laws is hereby amended by deleting the phrase "Except for a vote concerning amendment of any of the Condominium Instruments" therefrom.

2.

Article IV, Section 8 of the By-Laws is hereby amended by deleting the phrase "Except for a vote concerning amendment of any of the Condominium Instruments" therefrom and by deleting the phrase "all owners" therefrom and substituting "the required percentage of owners" therefor.

3.

Article X, Section 9 of the By-Laws is hereby amended by deleting that Section in its entirety and substitute the following therefor:

These By-Laws may be amended by the same procedure specified in the Declaration for amendments to the Declaration.

4.

Article X, Section 11 of the By-Laws is hereby amended by deleting the phrase "first mortgagee" therefrom and substituting "Eligible Mortgage Holder" therefor.

IN WITNESS WHEREOF, the undersigned officers of St. Augustine Place Condominium Association, Inc., hereby certify that the above Amendment to the By-Laws was duly adopted by the requisite majority of the Association membership with any required notices duly given.

This 21 day of December, 2004.

ST. AUGUSTINE PLACE CONDOMINIUM
ASSOCIATION, INC.

Sworn to and subscribed to before
me this 21 day of December
2004.

By:

President

Attest:

Secretary

(Seal)

(Seal)

Witness

Notary Public

[Notary Seal]

JSL:360906-1 (7880)

Notary Public, Cobb County, Georgia
My Commission Expires May 01, 2006

[CORPORATE SEAL]

**AMENDMENT TO THE BY-LAWS
OF
ST. AUGUSTINE PLACE CONDOMINIUM ASSOCIATION, INC.**

WHEREAS, Article IX, Section 9 of the By-Laws of St. Augustine Place Condominium Association, Inc. ("By-Laws") provide that the By-Laws may be amended in accordance with the same procedures established for amendments to the Declaration of Condominium for St. Augustine Place Condominium ("Declaration"); and

WHEREAS, Paragraph 15 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 St. Augustine Place Condominium Association, Inc. ("Association") holding 66-2/3% of the total eligible vote thereof; and

WHEREAS, Paragraph 15 of the Declaration further provides that, if a proposed amendment to the Declaration is not approved by sufficient vote or defeated by sufficient vote within 60 days of written notice of such proposal to the Association members, then the Board may obtain default approval from members who have not voted or returned consents or ballots on a proposed amendment within that 60 day period, by issuing a default approval notice to such members. An Association member's failure to return an executed consent form or ballot, marked with a vote for, a vote against, or an abstention from voting on the amendment, within 30 days of the date of such default approval notice is deemed consent to such amendment; and

WHEREAS, members holding 66-2/3% of the total eligible vote of the Association have either approved this Amendment to the By-Laws by vote, written consent or combination thereof, or by default approval in accordance with Paragraph 15 of the Declaration and Article IX, Section 9 of the By-Laws; and

WHEREAS, this Amendment is not material with respect to any Eligible Mortgage Holders on units at the Condominium in that it does not materially and adversely change, alter, modify or rescind any right, title, interest or privilege granted to any Eligible Mortgage Holder, and no Eligible Mortgage Holder has requested notice of this proposed action under the Declaration; provided, however, if a court of competent jurisdiction determines that this Amendment does so without such Eligible Mortgage Holder's written consent, when required, then this Amendment shall not be binding on the Eligible Mortgage Holder so involved, unless it consents hereto; and if such consent is not forthcoming, then the provisions of the By-Laws prior to this Amendment shall control with respect to the affected Eligible Mortgage Holder;

NOW, THEREFORE, the By-Laws are amended as follows:

1.

Article VIII, Section 3 of the By-Laws is hereby amended by adding the following to the end thereof:

Notwithstanding the above, if the Association has pending legal action against an owner for unpaid assessments or charges, then no notice shall be required to accelerate unpaid installments of any annual assessments or special assessments which come due during any fiscal years after the filing of such legal action.

2.

Article VIII, Section 3 of the By-Laws is hereby amended by adding the following Section 10 thereto:

Section 10. Parking Suspension for Delinquent Owners. If assessments and other charges or any part thereof remain unpaid more than 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 By-Laws, the Act and Georgia law and suspend the owner's and/or any unit occupant's right to use the Common Elements,

including the right to bring, drive or park vehicles on the Common Elements or have guests bring, drive or park vehicles on the Common Elements. However, the Board may not limit pedestrian, medical, fire, police or other health, safety, service or emergency vehicle ingress or egress to or from the unit or deny necessary parking of clearly and properly identified handicapped vehicles used by handicapped owners or occupants protected by the Fair Housing Amendments Act of 1988.

Prior to suspending parking privileges, the Association shall provide the delinquent owner or occupant written notice of its intention to do so, sent by certified mail not less than 10 days prior to the date of such suspension. The Board shall be authorized to tow and/or boot vehicles, and/or to block or barricade vehicular access across Common Elements, to enforce the suspension of parking privileges under this Section or other parking regulations under these By-Laws, the Declaration, or Association rules and regulations.

3.

Article IX, Section 1 of the By-Laws is hereby amended by deleting the phrase "ingress and egress" therefrom and substituting "owner or occupant pedestrian ingress or egress" therefor.

4.

Article IX, Section 2 of the By-Laws is hereby amended by adding the phrase "Except with respect to suspension of voting privileges and/or Common Element use and parking privileges of delinquent owners hereunder, which shall not require compliance with the demand, notice and hearing procedure defined below," to the beginning of the first sentence thereof.

IN WITNESS WHEREOF, the undersigned officers of the St. Augustine Place Condominium Association, Inc., hereby certify that this Amendment to the Declaration was adopted by the required majority of the Association and its membership, with any required notices duly given.

This 4th day of August, 2005

Sworn to and subscribed to before
me this 4th day of August,
2005

[Signature]

Witness

Leant Price

Notary Public

[Notary Seal]

ST. AUGUSTINE PLACE CONDOMINIUM
ASSOCIATION, INC.

By:

[Signature]
President

(Seal)

Attest:

[Signature]
Secretary

(Seal)

[Corporate Seal]

JS1:414339_1 (7880)

Notary Public, Cobb County, Georgia
My Commission Expires May 01, 2006