

Doc ID: 032137050055 Type: CNDO
Recorded: 01/30/2020 at 02:07:13 PM
Fee Amt: \$25.00 Page 1 of 55
Chatham, Ga. Clerk Superior Court
Tammie Mosley Clerk Superior Court
BK **1836** PG **350-404**

Cross Reference: Deed Book 111-K, page 866, Chatham County, Georgia records

**AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
FOR
THE GRAHAM, A CONDOMINIUM**

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TABLE OF CONTENTS

1.	<u>STATUTORY PROVISION</u>	2
2.	<u>NAME</u>	2
3.	<u>DEFINITIONS</u>	2
4.	<u>CONDOMINIUM UNITS</u>	5
5.	<u>UNIT BOUNDARIES</u>	6
6.	<u>ALTERATION OF UNITS</u>	7
7.	<u>RELOCATION OF BOUNDARIES</u>	7
8.	<u>COMMON ELEMENTS</u>	7
9.	<u>LIMITED COMMON ELEMENTS</u>	8
10.	<u>ADMINISTRATION OF CONDOMINIUM</u>	8
11.	<u>MAINTENANCE AND REPAIR</u>	10
12.	<u>ASSESSMENTS</u>	13
13.	<u>EASEMENTS</u>	16
14.	<u>ARCHITECTURAL CONTROLS AND USE RESTRICTIONS</u>	19
15.	<u>INSURANCE</u>	23
16.	<u>REPAIR AND RECONSTRUCTION</u>	26
17.	<u>LEASING OR SALE OF UNITS</u>	27
18.	<u>MORTGAGEE’S RIGHTS</u>	29
19.	<u>ASSOCIATION’S OBLIGATION TO PROVIDE GOVERNING DOCUMENTS</u>	30
20.	<u>PREPARER</u>	30
21.	<u>ENFORCEMENT</u>	30

22.	<u>AMENDMENTS</u>	32
23.	<u>DISCLOSURES</u>	33
24.	<u>GENERAL PROVISIONS</u>	34

EXHIBIT “A” (“Legal Description”)

EXHIBIT “B” (“Percentage Interest in Common Elements”)

EXHIBIT “C” (“Bylaws”)

EXHIBIT “D” (“President and Secretary’s Certificate”)

STATE OF GEORGIA }
COUNTY OF CHATHAM }

Amended and Restated
Declaration of Condominium
for
The Graham, A Condominium

This AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR THE GRAHAM, A CONDOMINIUM, Savannah, Chatham County, Georgia, made this 6th day of January, 2020 by the Unit Owners of The Graham, A Condominium, and THE GRAHAM ASSOCIATION OF UNIT OWNERS, INC., a Georgia non-profit corporation (f/k/a The Graham Association of Apartment Owners, Inc.)

WHEREAS, Preservation Properties, Inc., (“Original Declarant”) submitted the property described on Exhibit “A” attached hereto and incorporated herein by this reference (the “Property”) to the provisions of the Georgia Condominium Act, Official Code of Georgia Annotated Sections 44-3-70 *et seq.* (the “Code”), and Original Declarant recorded that certain Declaration of Condominium for The Graham, A Condominium, dated September 1, 1978, in the Office of the Clerk of Superior Court of Chatham County, Georgia in Deed Book 111-K, page 866 (the “Original Declaration”);

WHEREAS, plans for The Graham, A Condominium, are filed for record in the Office of the Clerk of Superior Court of Chatham County, Georgia at Condominium Book 1, Page 23;

WHEREAS, O.C.G.A. § 44-3-93 provides that the Original Declaration can be amended by an affirmative vote of at least 2/3^{rds} of the Unit Owners;

WHEREAS, at least 2/3^{rds} of the Unit owners desire to amend and restate the Original Declaration and have approved this Amendment as reflected by the President and Secretary’s Certificate attached hereto as Exhibit “D” and incorporated herein by this reference, and;

WHEREAS, in connection with amending and restating the Original Declaration, the Unit Owners of The Graham, A Condominium have elected to change the name of the condominium association from The Graham Association of Apartment Owners, Inc., to The Graham Association of Unit Owners, Inc., in order to come into conformity with the Code.

NOW THEREFORE, the Original Declaration is hereby amended in its entirety and the following is substituted therefor:

DECLARATION

By virtue of the recording of this Declaration, the Property is submitted and made subject to the condominium form of ownership pursuant to the Georgia Condominium Act, Official Code of Georgia Annotated, Sections 44-3-70 *et seq.* (1982), and is hereby made subject to this Declaration. By virtue of the recording of this Declaration, said Property shall be owned, held, transferred, sold, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the terms, provisions, covenants and restrictions of the Georgia Condominium Act and this Declaration, and every grantee of any interest in said Property, by acceptance of a deed or other conveyance of such interest, whether or not such deed or other conveyance of such interest shall be signed by such person and whether or not such person shall otherwise consent in writing, shall own and take subject to the provisions of the Georgia Condominium Act and this Declaration and shall be deemed to have assented to the same. This Declaration shall apply to, govern, control, and regulate the sale, resale, or other disposition, acquisition, ownership, use, and enjoyment of the Property and the improvements located thereon, and all its provisions shall be and are covenants to run with the Property and shall be binding on the present owners of said Property and all their successors and assigns and all subsequent owners of the Property and improvements located thereon, together with their grantees, successors, heirs, executors, administrators, devisees, and assigns.

1. STATUTORY PROVISION. By this Declaration, the Property, together with improvements located thereon (collectively, hereinafter, the “Condominium”) is submitted to the condominium form of ownership and to the provisions of O.C.G.A. Sections 44-3-70, *et seq.* as amended. This Declaration is made pursuant to the Georgia Condominium Act, Georgia Laws 1975, No. 463, pages 609-671, O.C.G.A. Sections 44-3-70, *et seq.* (1982), as the same may heretofore or hereafter be supplemented, amended, or modified (hereinafter, the “Act”).

2. NAME. The name of the condominium is “The Graham, a Condominium.”

3. DEFINITIONS. The terms used in this Declaration, the Articles of Incorporation, Bylaws, and Rules and Regulations shall have their normal, generally accepted meanings or the meanings given in the Act or Georgia Nonprofit Corporation Code. Unless the context shall prohibit or otherwise require, capitalized terms used in this Declaration, the Articles of Incorporation, Bylaws, or Rules and Regulations shall have the following meanings:

(a) “Act” shall mean and refer to the Georgia Condominium Act, Official Code of Georgia Annotated, Sections 44-3-70, *et seq.* (1982) as the same be supplemented, amended, or modified.

(b) “Articles of Incorporation” shall mean and refer to the Articles of Incorporation of The Graham Association of Unit Owners, Inc., a Georgia non-profit corporation, as filed with the Georgia Secretary of State.

(c) “Association” shall mean and refer to The Graham Association of Unit Owners, Inc., a Georgia nonprofit corporation, its successors and assigns.

(d) “Awnings” shall mean and refer to the awnings which overhang the Balconies, and does not mean the Canopy which covers the common entryway into the Graham Condominium.

(e) “Balconies” shall mean and refer to the attached outdoor area adjoining a Unit and accessible only to a single Unit, as shown on the Plans.

(f) “Board of Directors” or “Board” shall mean and refer to the board of directors of the Association, which is and shall be the governing body of the Association.

(g) “Building” shall mean and refer to the structure located at 201 East State Street, Savannah, Georgia and depicted on the Plans recorded at Condominium Book 1, Page 23, Chatham County records.

(h) “Bylaws” shall mean and refer to the bylaws governing the administration and operation of the Association, as amended, and are attached hereto as Exhibit “C.”

(i) “Canopy” shall mean and refer to the canopy covering the entryway of the Building.

(j) “Common Element” shall mean and refer to all portions of the Property which are not included within the boundaries of a Unit, as further described in Section 8 (“Common Element”) of this Declaration.

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

(l) “Condominium” or “The Graham” shall mean and refer to the Property made subject to this Declaration, together with all improvements located thereon and known as The Graham, A Condominium.

(m) “Condominium Instruments” shall mean and refer to this Declaration, the Bylaws, the Plat and Plans and all amendments and supplements thereto.

(n) “Declaration” shall mean and refer to this Amended and Restated Declaration of Condominium for The Graham, A Condominium, as recorded, as such may be from time to time supplemented, amended or modified.

(o) “Entry Doors” shall mean doors which provide access from the Common Element hallways to the Units and does not include doors between rooms within the Units.

(o) “Georgia Non Profit Corporation Code” shall mean and refer to the Georgia Nonprofit Corporation Code, Official Code of Georgia Annotated Sections 14-3-101, *et seq.* (1928), as the same may be supplemented, amended, or modified.

(p) “Governing Documents” shall mean and refer collectively to this Declaration, the Bylaws and the Rules and Regulations of the Association.

(q) “Leasing” shall mean and refer to the regular occupancy of a Unit by a Person other than the Owner, with or without a written lease agreement, for which the Owner, any relative of the Owner or entity in which the Owner has an ownership interest, or any other agent of the Owner receives any consideration or benefit, including, but not limited to, a fee, gratuity, service, or emolument.

(r) “Limited Common Element” shall mean and refer to those portions of the Common Element reserved for the exclusive use of one or more, but less than all, of the Units, as further described in Section 9 herein.

(s) “Majority Vote” shall mean and refer to those eligible votes held by Owners, Members, or other group, as the context may indicate or require, making up more than fifty percent (50%) of the total eligible number of votes.

(t) “Mortgage” shall mean and refer to a mortgage, deed to secure debt, deed of trust, or other instrument conveying a lien upon or security interest in the title to a Unit or the Condominium. “First Mortgage” shall mean and refer to a first priority Mortgage.

(u) “Mortgagee” shall mean and refer to the holder of a Mortgage. “First Mortgagee” shall mean and refer to the holder of a First Mortgage.

(v) “Occupant” shall mean and refer to any Person occupying all or any portion of a Unit for a period of time, regardless of whether such Person is an Owner, tenant or guest.

(w) “Owner” shall mean and refer to one or more Persons who or which is the record title holder of a fee simple or undivided fee simple interest in a Unit, excluding, however, those Persons having such an interest solely as security for an obligation.

(x) “Percentage Interest” shall mean and refer to the undivided interest in the Common Elements appurtenant to each Unit, in accordance with Exhibit “B” attached to the Declaration.

(y) “Person” shall mean and refer to a natural person, corporation, partnership, limited liability company, firm, association, trust, or other legal entity, or any combination thereof.

(z) “Plans” shall mean and refer to those certain condominium plans for Graham Condominium, which depict the dimensions of the Condominium and are filed for record in the

Office of the Clerk of Superior Court of Chatham County, Georgia, at Condominium Book 1, Page 23, as the foregoing may be amended, supplemented, or modified from time to time.

(aa) “Plat” shall mean and refer to that certain Condominium Plat for Graham Condominium filed for record in the Office of the Clerk of Superior Court of Chatham County, Georgia, at Book 52, Page 281, as the foregoing may be amended, supplemented, or modified from time to time.

(bb) “Property,” unless the context should otherwise require, shall mean and refer to that tract or parcel of land described in Exhibit “A,” attached hereto and by this reference incorporated herein and made a part hereof, together with all improvements thereon and together with all easements appurtenant thereto.

(cc) “Record,” “Recording,” or “Recorded” shall mean and refer to the filing or file of record in the Office of the Clerk of the Superior Court of Chatham County, Georgia, or such other place which is designated as the official location for recording documents affecting title to real property.

(dd) “Rules and Regulations” shall mean and refer to the current rules and regulations of the Association as may be adopted, amended, restated and/or repealed from time to time by the Board of Directors.

(ee) “Stairs” or “Stairways” shall mean and refer to the stairs on the interior of the building which provide access to the upper floors of the build, and the landings and attached railings associated therewith.

(ff) “Unit” shall mean a portion of the Condominium intended for ownership and use, as described in and as identified on the Plans. A Convertible Space shall also be deemed a Unit.

4. CONDOMINIUM UNITS.

(a) General. The Condominium shall consist of 39 units, the Common Elements and Limited Common Elements, all as described in this Declaration and depicted on the Plans and Plats.

(b) Unit Information. Each Unit’s appurtenant percentage of undivided interest in the Common Elements shall be equal to the Percentage Interest specified in Exhibit “B.” The undivided percentage or fraction of interest in the Common Elements appurtenant to each Unit shall not be altered except as expressly provided in the Act. Such undivided interest in the Common Elements shall not be separated from the Unit to which it appertains and shall be deemed to be conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

(c) Association Membership. All Owners, by virtue of their ownership of a Unit in the Condominium, are and shall automatically be mandatory members of the Association and, except as otherwise provided in this Declaration or the Bylaws, shall be entitled to vote on all matters upon which members of the Association are entitled to vote, pursuant to this Declaration and in accordance with the Act and the Bylaws. Each Unit shall have a single vote weighted in an amount equal to its Percentage Interest. An Owner shall remain a member of the Association until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically pass to his successor-in-title. Membership does not and is not intended to include Mortgagees or any other Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate or otherwise affect an Owner's membership. Membership is and shall be appurtenant to the Unit to which it pertains and shall be transferred automatically by conveyance of that unit and may be transferred only in connection with the transfer of title.

(d) Quorum at Association Meetings. At all membership meetings of the Association, whether annual or special, a quorum shall be deemed present throughout any meeting if Owners entitled to cast ten percent (10%) of the total eligible votes of the Association are present in person, by written ballot, or by proxy at the beginning of the meeting.

5. UNIT BOUNDARIES. The Units are depicted on the Plans, which Plans are incorporated herein by this reference. Each Unit may be legally described by the identifying number shown on the Plans. Except as otherwise provided in Sections 8 and 9 below, which describe the Common Elements and Limited Common Elements, each Unit includes that part of the structure which lies within the following boundaries:

(a) Vertical Boundaries. The parametrical or vertical boundaries of each Unit are the internal vertical planes of the external brick, stone, or studs of the supporting walls of the Building, and the interior plane of the wall studs between the units, if applicable. Such parametrical Unit boundaries include the sheet rock on the Unit side of said walls, and are extended to their intersections with each other and the upper and lower horizontal boundaries.

(b) Horizontal Boundaries. The upper horizontal boundary of each Unit is the plane of the lower surfaces of the structural floor joists of the Unit above or roof joists as the case may be, including the unexposed surface of the finished sheetrock that creates the ceiling of the uppermost story of such Unit. The lower horizontal boundary of each Unit is the plane of the upper surface of the floor joists, concrete, cement or slab as the case may be. The subflooring or slab that creates the lowermost story of such Unit is part of the Common Elements and is specifically excluded.

(c) Doors and Windows. All Entry Doors and exterior windows, including the frames for such items, shall be Limited Common Elements and are specifically excluded from being a part of the Unit. Unit Owners are responsible for keeping the interior surface of windows in a neat, clean, and orderly condition.

(d) Awnings - Awnings attached to the exterior of the building are Limited Common Elements.

(e) Other Items. All fixtures, equipment, and appliances located within the boundaries of each Unit, are deemed to be a part of each Unit. All portions of the hot water heating system and air-conditioning system serving a Unit, whether located inside or outside the boundaries of the Unit, are deemed to be a part of the Unit. If any chutes, flues, ducts, conduits, wires, pipes, or any other apparatus lie partially inside and partially outside of the designated boundaries of a Unit, any portions thereof which are located inside the Unit shall be deemed a part of that Unit, while any portions thereof which are located outside of the Unit or any portion of the Common Elements shall be deemed a part of the Common Elements. No bearing walls, bearing columns or structural members of the building within a Unit shall be deemed to be part of such Unit.

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

6. ALTERATION OF UNITS. Subject to the terms of this Declaration, and in particular this paragraph, any Owner may make any improvement or alteration within Owner's Unit that does not materially impair the structural integrity of any structure or otherwise materially lessen the support of any portion of the Condominium as determined at the sole discretion of the Board of Directors. To the extent of any change made by any Owner within Owner's Unit, such Owner shall be strictly liable for the insurance and replacement of such improvement, any impairment of the structural integrity of any structure, or the lessening of support of any portion of the Condominium and, furthermore, shall be strictly liable for any damages to persons, property, or otherwise, occasioned by the conduct of such Owner, or their successors or assigns in interest, making such change. Despite the foregoing, no Owner shall do anything which would change the exterior appearance of his Unit or any other portion of the Condominium, or make any interior change visible from the exterior, except to such extent and subject to such conditions as provided in this Declaration and in the Bylaws of the Association. Despite anything else contained herein to the contrary, or despite any other authority granted to Owners, no change in any Unit shall materially weaken, damage, destroy, endanger, or remove any bearing wall or bearing column, or any other portion of the Common Elements, other than as may be expressly authorized by the terms of the Act.

7. RELOCATION OF BOUNDARIES. Units shall not be subdivided and unless boundary relocation thereof is accomplished in strict accordance with the provisions of the Act and with the consent of the Board of Directors, boundaries between adjoining Units shall remain as established in accordance with the terms of this Declaration and shall not be relocated.

8. COMMON ELEMENTS. The Common Elements of the Condominium shall consist of all portions of the Condominium other than the Units. Pursuant O.C.G.A. Section 44-3-

78, each Unit is allocated an undivided interest in the Common Elements in accordance with the Percentage Interest as set forth in Exhibit "B." The percentage of undivided interest of each Owner in the Common Elements is appurtenant to the Unit owned by the Owner. The Common Elements shall remain undivided and, unless the Condominium form of ownership hereby established is terminated, or submitted property is withdrawn from the Condominium, as hereinafter provided, neither Owner nor any other person shall bring an action for partition or division of the whole or any part thereof except as provided in the Act. Each Owner may use the Common Elements for the purposes for which they are intended, subject to any limitations stated herein, but no such use shall enter or encroach on lawful rights of the other Owners.

9. LIMITED COMMON ELEMENTS. The following shall constitute Limited Common Elements of the Condominium:

(a) The Entry Doors, windows, Balconies, and Awnings.

(b) All portions of the Common Elements on which there is located any portion of the heating and air conditioning system exclusively serving a particular Unit or Units shall be a Limited Common Element assigned to the Unit or Units which is or are exclusively served by such heating and air conditioning system.

(c) Any gas, electric, or other utility meter which serves only one Unit is assigned as a Limited Common Element to the Unit so served.

(d) Limited Common Elements shall not be construed or interpreted to be separate and apart from the Common Elements in general, being limited only with respect to the reserved use thereof to the Unit or Units served thereby.

(e) A Common Element not previously assigned as a Limited Common Element may be so assigned and a Limited Common Element may be reassigned by the Board, without the need for a vote of the Association, upon written application to the Association by the Owner or Owners for whose exclusive use such Common Element is requested or whose use of the Limited Common Element previously assigned is directly affected, pursuant to Section 44-3-82(b) and (c) of the Act. Upon such application, the Association shall prepare and execute an amendment to this Declaration assigning the Common Element as a Limited Common Element or reassigning the Limited Common Element, which amendment shall be executed by the Owner or Owners making such application. Such amendment shall be delivered and become effective as provided in Section 44-3-82 of the Act. Once a Common Element is assigned as a Limited Common Element, no Unit Owner's rights with respect to such Limited Common Element shall be altered without the consent of that Unit Owner.

10. ADMINISTRATION OF CONDOMINIUM.

(a) Powers and Duties of the Association. The Association shall have the right and power:

(i) to employ, retain, dismiss, and replace agents and employees to exercise and discharge the powers and responsibilities of the Association;

(ii) to make or cause to be made additional improvements on and as a part of the Common Elements;

(iii) to grant or withhold approval of any action by one or more Owners or other persons entitled to occupancy of any Unit if such action would change the exterior appearance of any Unit or any other portion of the Condominium, or elect or provide for the appointment of an architectural control committee to grant or withhold such approval, as attorney in fact on behalf of all Owners and their successors in title;

(iv) to grant easements, leases, and licenses through or over the Common Elements, to accept easements, leases, and licenses benefiting the Condominium or any portion thereof, and to acquire or lease property in the name of the Association as nominee for all Owners. Property so acquired by the Association as nominee for the Owners, and the deed thereto or other instrument granting the same having been Recorded, shall automatically and for all purposes, including, without limitation, taxation, be a part of the Common Elements;

(v) with the approval of the majority of the Owners, to acquire, lease, and own in its own name, property of any nature, real, personal, or mixed, tangible or intangible;

(vi) to borrow money; and to pledge, mortgage, or hypothecate all or any portion of the property of the Association for any lawful purpose within the Association's inherent or expressly granted powers;

(vii) to amend the Condominium Instruments, the Articles of Incorporation, Bylaws, and Rules and Regulations of the Association in such respects as may be required to conform to mandatory provisions of the Act or of any applicable law, without a vote of the Owners, pursuant to the provisions of O.C.G.A. § 44-3-115;

(viii) to make and enforce reasonable rules and regulations governing the use of the Units and the Common Elements and facilities located thereon (hereinafter, the "Rules and Regulations"). Copies of such Rules and Regulations and amendments thereto shall be furnished by the Association to all Owners and Occupants prior to the effective date of such Rules and Regulations and amendments thereto. Such Rules and Regulations shall be binding upon the Owners and Occupants and their respective families, tenants, guests, invitees, licensees, servants, and agents unless and until any such Rule or Regulation is specifically overruled, cancelled, or modified by the Board of Directors or in a regular or special meeting of the Association by a Majority Vote of the total eligible votes of the Association, cast by Members in person or by proxy. This right shall include the power to impose and assess fines, to suspend temporarily voting rights and the right to use the Common Elements, and to terminate services, to the maximum extent permitted by the Act, to enforce the provisions of this Declaration, and the other Governing Documents of the Association;

(ix) to enter into and upon any Unit and any Limited Common Element for emergency repairs, security, and safety purposes and to effect other repairs, improvements, replacements, or maintenance as is reasonably necessary. Such right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all police officers, firefighters, ambulance personnel and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner, provided, in the event of any emergency, such right of entry shall be immediate. This right of entry shall include the right of the Association, at reasonable times, to enter a Unit to cure any condition which may increase the possibility of fire or other casualty in the Condominium in the event an Owner fails or refuses to cure the condition upon request by the Board. To facilitate the Association's right of entry in the event of such emergency as provided herein, the Owner of each Unit, if required by the Association, shall deposit under the control of the Association a key or keys to such Unit; and

(x) to exercise all other rights and powers set forth in the Act, the Georgia Non-Profit Corporation Code, this Declaration, and the other Governing Documents of the Association.

(b) Board of Directors. Except to the extent otherwise required by the Act, the Georgia Non Profit Corporation Code, this Declaration, or other governing laws or regulations, the powers herein or otherwise granted to the Association may be exercised by the Board of Directors, acting through the officers, without any further consent or action on the part of the Owners.

11. MAINTENANCE AND REPAIR.

(a) By the Association. Except as may be otherwise specifically provided herein, the responsibility of the Association with respect to maintenance, repair, and replacement shall be to maintain, repair, and replace, if required, all portions of the Common Elements, except that the Association shall not be responsible for routine cleaning of the interior of windows and Entry Doors. Such responsibility shall include all Limited Common Elements appurtenant to Units. Except as may be otherwise provided by the Act, the Association shall not be liable for injury or damage to persons or property, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements, any Owner or any other Person, or resulting from utility, rain, snow, or ice which may leak or flow from any portion of the Common Elements or from any pipe, drain, conduit, appliance, or equipment the responsibility for the maintenance of which is that of the Association, nor shall the Association be liable to any Owner for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Common Elements. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, order, or directive of any municipal or other governmental authority.

(b) By the Owner.

(i) The responsibility of the Owner with respect to maintenance and repair shall be to maintain, repair, and replace all portions of Owner's Unit, except those portions, if any, which are to be maintained, repaired, or replaced by the Association. The responsibility of the Owner shall include the maintenance, repair, and replacement of any part of the hot water heater system and heating and air conditioning system which is serving the Unit or a part of the Unit, together with all fixtures, equipment and appliances as may be installed in the Unit or located within the boundaries thereof, and all chutes, flues, ducts, conduits, wires, pipes, or other apparatus located within the boundaries of the Unit or deemed to be a part thereof pursuant to Section 5 ("Unit Boundaries") hereof. Each Owner shall be responsible for performing these responsibilities in such a manner so as not to unreasonably disturb other persons in other Units. Each Owner shall be responsible for maintaining his Unit and any routine cleaning of the Balcony, Awning, Entry door, and windows servicing and/or adjoining his Unit in a neat, clean, and orderly condition. Each Owner shall promptly report to the Association or its agent any defect or need for repairs, the responsibility for the remedying of which is that of the Association. The Association shall have the right, but not the obligation, to make any repair or replacement or to do any cleaning or maintenance, which is the responsibility of the Owner, but which responsibility the Owner fails or refuses to discharge, and in such event the Owner shall be obligated to pay for the cost incurred by the Association for such work. Each Owner shall also be obligated to pay for the cost of repairing, replacing, or cleaning any item which, although the responsibility of the Association, is necessitated by reason of the willful or negligent act of such Owner or such Owner's family, tenants, guests, invitees, licensees, servants, or agents. The cost of any such repair, replacement, maintenance, or cleaning shall be added to and become part of the assessment or portion thereof next coming due to which the Owner is subject, collectible as provided for other assessments.

(ii) Owners shall not paint, repair, replace or otherwise decorate or change the appearance of any portion of the Common Element or the exterior of the Entry Doors;

(iii) Owners shall report promptly to the Association any defect or need for repairs the responsibility for which is that of the Association;

(iv) Owners shall (1) regularly inspect the parts of its Unit and the Limited Common Elements associated with such Unit, and which are visible and accessible without having to conduct invasive testing, for the existence of mold, mildew and/or water intrusion, except when the water intrusion is part of the normal functioning of improvements and appliances such as showers, sinks and dishwashers; (2) upon discovery, immediately repair in a good and workmanlike manner, the source of any water intrusion in its Unit; (3) remediate or replace, in accordance with then current industry accepted methods, any building material located in its Unit that has absorbed water or moisture as a result of water intrusion; and (4) promptly and regularly remediate, in accordance with then current industry accepted methods, all mold and mildew discovered in its Unit or on Limited Common Elements associated with its Unit; and

(v) Owners shall not block or cover any heating, ventilation or air conditioning ducts or returns located in its Unit or at the Condominium.

(vi) All maintenance and alterations made pursuant to this Section 11(b) shall be performed by licensed contractors, made during normal business hours to the extent reasonably feasible, and in a good and workmanlike manner. To the extent required by law, all proposed maintenance or alterations shall be properly permitted by the applicable governing authorities.

(vii) No Unit Owner shall make any alteration in the portions of the Common Elements or the Building which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do anything which would jeopardize the safety or soundness of the Building, or impair any easement without first obtaining approval in writing of the Board of Directors. A copy of plans for all of such work prepared by an architect licensed to practice in the State of Georgia shall be presented to the Board of Directors of the Association and approval thereof by the Board of Directors of the Association, in their sole discretion, shall be obtained prior to commencement of the work.

(viii) Each Unit Owner, at its own expense, shall furnish and be responsible for all decorating within its own Unit as may be required from time to time, including, but not limited to, painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lighting and other furnishings and decorations. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls (including windows and doors), floors and ceilings of its Unit, and such Unit Owner shall maintain said interior surfaces in good condition at its sole expense. Each Unit Owner's maintenance and use of interior surfaces shall be subject to the rules and regulations of the Association; otherwise, each Unit Owner shall have the right to decorate such interior surfaces from time to time as it may seem fit and at its sole expense.

(ix) To the extent a Unit Owner makes upgrades or repairs to their Unit, and said upgrades or repairs in any way affect the Common Element or Limited Common Element of the Condominium, the Association must be notified of said upgrades or repairs so that the Association may coordinate with the Unit Owner and/or his contractors to the extent a similar upgrade or repair is necessary to the Common Element or Limited Common Element so affected. Nothing contained in this paragraph shall require the Association to perform any upgrade or repair and such decision rests solely in the discretion of the Board of Directors of the Association.

(c) Additional Maintenance Responsibility. Notwithstanding any other provision herein to the contrary, the Board of Directors, upon resolution, shall have the authority to require any or all of the Owners to do any act or perform any work, or otherwise refrain from performing any act or any work, involving portions of the Condominium which are the maintenance responsibility of the Owner which will, in the Board's sole discretion, decrease the possibility of fire or other casualty to the Condominium, decrease the possibility of damage to other persons or property (including other Units or the Common Elements) within the Condominium, reduce the

insurance premium payable by the Association, or otherwise assist the Association in securing and maintaining such insurance coverage. The Board's authority hereunder shall also allow the Board to require Owners (i) to insulate pipes sufficiently or take other preventive measures to prevent freezing of water pipes to include, by way of example and not limitation, the requirement of heating Units to certain temperatures and/or of draining water pipes in the event of a vacancy of a Unit and; (ii) limiting the ability of Owners to use, store, or keep on the Property flammable materials to include, by way of example and not limitation, propane or other gasoline grills and/or petroleum gasoline, propane or other gasoline; (iii) requiring Owners to install smoke detectors; and (iv) requiring Owners to take such other measures as the Board may reasonably require. In the event that an Owner does not comply with any requirement made by the Board of Directors pursuant to this Section, the Association may perform such work at the Owner's cost and expense, which cost and expense shall be added to and become an assessment and lien against the Unit collectible as provided for other assessments. The Association shall have all rights necessary to implement the requirements of this Section, including, but not limited to, the right to adopt reasonable Rules and Regulations and the right of reasonable entry.

12. ASSESSMENTS.

(a) Annual Assessments. The amount of all Common Expenses not specially or specifically assessed pursuant to the provisions of this Declaration, less the amount of all undistributed and unreserved common profits, pursuant to Section 44-3-80 of the Act, shall be allocated among and between all Units existing in the Condominium in accordance with each Unit's Percentage Interest. The Board of Directors shall prepare an estimated budget of the Common Expenses for each fiscal year, and provide notice of the amount of the annual assessment based on such budget payable by each Owner. If the estimated budget proves inadequate for any reason, the Board of Directors may amend the budget and levy further regular assessments against the Owners and notify the Owners accordingly. The Board may permit Owners to pay the annual assessment to the Association in equal monthly installments in advance on or before the first (1st) day of each month, or in such other reasonable manner as the Board of Directors shall designate. In any year in which collected assessments and other income exceed expenditures, such excess shall appertain to the Units in proportion to the Unit's Percentage Interest and the Board of Directors, by resolution and without necessity of a vote of the Owners, shall determine either to apply such excesses or any portion thereof against and reduce the subsequent year's assessments or to allocate the same to one or more reserve accounts of the Association.

(b) Special Assessments. In addition to the annual assessment authorized above, and in addition to any special assessments for reconstruction or repair of casualty damage, the Board of Directors may levy special assessments for the purpose of defraying, in whole or in part, the cost of any capital addition to, capital improvement of, or repair or replacement of a portion of the Common Elements (including, but not limited to, the necessary fixtures and personal property attached thereto) or for the cost of defraying, in whole or in part, any other lawful expense of the Association. Notwithstanding the foregoing, except as provided in Sections 12(c), 12(d), and 16(b) hereof, any special assessment per Unit in excess of (1/6th) one-sixth of the annual assessment per fiscal year (or such higher amount as may be permitted by the Act) shall require the approval of a majority of the Owners. Unless the special assessment covers an expense which is charged to the

Association on a “per Unit” basis, Owners shall be assessed for special assessments under this Section in the proportions as a Unit’s Percentage Interest and the due dates of any such special assessments shall be as specified by the Board of Directors.

(c) Specific Assessments. The Board may levy a specific assessment against one or more Unit Owners as a fine for a breach or violation of any of the terms of the Governing Documents. Additionally, any Common Expenses occasioned by the conduct of any Owner or any family member, tenant, guest, invitee, licensee, servant or agent of any Owner shall be specifically assessed against such Owner’s Unit or Units. Any other Common Expenses of the Association benefiting less than all of the Units or significantly disproportionately benefiting all of the Units may be assessed equitably among the Units so benefited; provided, however, that nothing in this Section shall permit the Association to specifically or disproportionately allocate Common Expenses for periodic maintenance, repair, and replacement of any portion of the Common Elements or the Units which the Association has the obligation to maintain, repair, or replace. Any expense relating to an optional service provided by or through the Association may be specifically assessed against those Units utilizing such service. Any expense related to the repair, maintenance, improvement, or replacement of any Limited Common Element shall be a charge against the Unit(s) the Limited Common Element is assigned. The specific assessments provided for in this Section shall be levied by the Board of Directors, and the amounts and due dates of such specific assessments so levied shall be as specified by the Board.

(d) Creation of Lien and Personal Obligation. All sums lawfully assessed by the Association against any Owner or Unit pursuant to the Act or this Declaration, whether for assessments, special assessments, specific assessments, fines or other charges, together with late charges, interest, costs of collection and expenses for sale or preservation of the Unit, and attorneys’ fees as provided for herein shall from the time the same becomes due and payable, be the personal obligation of the Owner and a continuing lien in favor of the Association on the Unit against which each assessment is made. The recording of this Declaration shall constitute constructive notice or record notice of the existence of the lien and no further recordation of any claims of lien for such assessments, fines, or other charges shall be required. All such amounts shall also be the personal obligation of the Owner at the time the assessment fell due. Each Owner of any Unit, by acceptance of a deed, whether or not it be expressed in such deed, is deemed to covenant and agree to pay to the Association such assessments, fines, and other charges. No Owner may waive or otherwise escape liability for such assessments for any reason whatsoever, including, without limitation, for non-use of the Common Elements, abandonment of his or her Unit, the Association’s failure to perform its duties and obligations hereunder, or any matters related to the Association’s performance of its duties or obligations. Nothing contained herein shall authorize a reduction or elimination of any portion of an assessment against a Unit because such Unit allegedly does not benefit from some of the expenses relating to the Common Elements. Each Owner shall be liable for each assessment coming due while he is the Owner of the Unit and any subsequent Owner of a Unit shall be jointly and severally liable for any assessment or portion thereof as may be due and payable at the time of conveyance to the subsequent Owner, provided that the rights of any subsequent Owner to recover from the prior Owner any amounts due by the prior Owner and paid by the subsequent Owner shall not be prejudiced thereby. Notwithstanding the foregoing, in the event that the holder of a First Mortgage or a secondary purchase money Mortgage (provided that neither the grantee nor any

successor grantee on the secondary purchase money Mortgage is the seller of the Unit) or any other person acquires title to any Unit as a result of foreclosure of any such Mortgage or by deed in lieu thereof, such holder or other person and his or its successors, successors-in-title, and assigns, shall not be liable for, nor shall such Unit be subject to a lien for, any assessment or charge hereunder chargeable to such Unit on account of any period prior to such acquisition of title; provided, however, that such unpaid share of an assessment or assessments shall be deemed to be Common Expenses collectable from the Owners of all Units, including the Unit acquired at the foreclosure sale or by deed in lieu of foreclosure. In the event that the Association acquires title to a Unit, the Association shall be exempt from all assessments during the period of its ownership thereof.

(e) Non-Payment of Assessments; Remedies of Association. In the event that an Owner or Owners fails to pay any assessment, or portion thereof, when due, all such assessments, special assessments together with all late charges, interest, costs, and reasonable attorneys' fees in the maximum amount permitted by the Act shall be the personal obligation of the Owner and a charge against and continuing lien on the Unit. If any assessment, or portion thereof, is not paid within ten (10) days after the due date, then a late charge, not in excess of the greater of Ten Dollars (\$10.00) or ten percent (10%) of the amount of each delinquent assessment or installment shall also be included in the lien and shall be due and payable to the Association. The personal obligation of the Owner and lien for assessments shall also include interest at a rate of ten percent (10%) per annum (or such higher amount as may be permitted by the Act from time to time) on any assessment, installment, delinquency, or late charge from the date such sum was first due and payable. The personal obligation of the Owner and lien for assessments shall further include costs of collection, including court costs, the expenses of sale, any expenses required for the retention or preservation of the Unit, and reasonable attorneys' fees actually incurred. The personal obligation of the Owner and lien for assessments shall also include the fair rental value of the Unit from the time of the institution of suit until the sale of the Unit at foreclosure or until the judgment rendered in such suit is otherwise satisfied. If any delinquent assessment or portion thereof is not paid within ten (10) days after written notice is given to the Owner to make such payment, the entire unpaid balance of the annual assessment may be accelerated at the option of the Board of Directors and may be declared immediately due and payable in full, and legal proceedings may be instituted to enforce such personal obligation and lien. Such notice shall be sent by certified mail, return receipt requested, to the Owner both at the address of the Unit and at any other address or addresses the Owner may have designated to the Association in writing, specifying the amount of the assessments then due and payable, together with authorized late charges and interest accrued thereon. Pursuant to O.C.G.A. § 44-3-109, the lien for such assessments may be foreclosed by the Association by an action, suit, judgment and foreclosure in the same manner as other liens for the improvement of real property. The Board of Directors, acting on behalf of the Association, shall have the power to bid on the Unit in any foreclosure sale and to acquire, hold, lease, encumber, and convey the same. Nothing in this Subsection 12(e) shall be construed to prohibit actions pursuant to Section 44-3-76 of the Act to recover sums for which this Section 12 ("Assessments") creates a lien.

(f) Partial Payment. If a partial payment of assessments and related charges is made, the amount received may first be applied to costs and attorneys' fees, then to late charges, the interest, then to delinquent assessments, then to the current assessment.

(g) Suspending Voting Rights. If assessments or any part thereof including fines, remain unpaid more than thirty (30) days after the assessment payment first becomes delinquent, the Association may suspend the voting rights of the defaulting Unit Owner and use of common elements, provided, however, the Board cannot deny any Owner or Occupant access to the Unit. In the event the voting rights of a defaulting Owner have been suspended, the defaulting Owner's vote shall not count for the purposes of establishing a quorum or taking any action which requires the vote of the Owners.

(h) Priority of Lien. The lien created by this Section shall be prior and superior to all other liens except only (i) liens for ad valorem taxes on the Unit; (ii) the lien of any First Mortgage on the Unit; (iii) the lien of any Mortgage recorded prior to the recording of this Declaration; and (iv) the lien of any secondary purchase money Mortgage covering the Unit, provided that neither the grantee nor any successor grantee on the Mortgage is the seller of the Unit.

(i) Statement from Association. Any Owner, Mortgagee of a Unit, or person having executed a contract for the purchase of a Unit, or lender considering the loan of funds to be secured by a Unit, shall be entitled upon request to a statement from the Association or its managing agent setting forth the amount of assessments past due and unpaid (with late charges and interest applicable thereto) against the Unit. Such request and response of the Association shall meet the requirements of Section 44-3-109 of the Act. A fee in the amount of Ten Dollars (\$10.00) (or such higher fee as may be permitted by the Act from time to time) shall be payable by the party requesting such statement, prior to the issuance of such a statement.

(j) Capital Reserve Contribution. The Board of Directors, on behalf of the Association, shall establish and maintain a reserve working capital fund for unforeseen expenditures and the periodic maintenance, repair, and replacement of improvements to the Common Elements which the Association may be obligated to maintain. The fund shall be established from contributions to the reserve working capital fund made at the closing of the sale and resale of each Unit by the purchaser in the amount of two (2) months of the annual assessment charged to such Unit. Notwithstanding anything to the contrary set forth herein, the contribution to the reserve working capital fund shall not be due from: (i) any grantee who is a spouse or former spouse of the grantor, (ii) any grantee to whom a Unit is conveyed by a will or through the laws of intestacy, or (iii) any grantee of a Unit who obtains title pursuant to judicial or non-judicial foreclosure proceedings.

13. EASEMENTS. The following easements are hereby reserved and established.

(a) Use and Enjoyment. Every Owner, his family, tenants, servants, and guests, shall have a right and easement of use and enjoyment in and to the Common Elements for the purposes for which they are intended, and such easement shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

(i) The right of the Association to impose reasonable limitations on the number of guests of Owners or Occupants;

(ii) The right of the Association to control and restrict the use and enjoyment thereof as provided herein which shall include but not be limited to the right of the Association to limit the use and enjoyment thereof to the Owners and their respective families, tenants and guests, as well as to provide for the exclusive use and enjoyment of specific portions thereof at certain designated times by a Owner, his family, tenants and guests;

(iii) The right of the Association to govern the operation of the Common Elements by promulgating reasonable Rules and Regulations with respect thereto as set forth herein;

(iv) The right of the Association to borrow money for the purpose of improving the Common Elements and, in aid thereof, to mortgage said property, whereupon the rights of any such mortgagee in said property shall be subordinate to the rights of the Owners hereunder;

(v) The right of the Association to suspend an Owner's right to use the Common Elements for any period during which any assessment or other charge against such Owner's Unit remains unpaid or for infraction of any provision of this Declaration, the Bylaws, or the Rules and Regulations of the Association; and

(vi) The right of the Association to grant easements, permits, and licenses as provided for herein or by the Act.

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

(c) Encroachments. If any chimney, flue, exhaust, or other ventilating structure, wire, pipe, duct, conduit, or other apparatus servicing any Unit passes through or encroaches upon any other Unit, valid easements for the encroachment and for the maintenance, replacement, and repair thereof shall exist. If any portion of the Common Elements encroaches upon any Unit, or if any Unit encroaches upon any other Unit or upon any portion of the Common Elements, as a result of the construction, reconstruction, repair, renovation, restoration, shifting, settlement, or movement of any portion of the Condominium, a valid easement for the encroachment and for the maintenance, repair, and replacement thereof shall exist so long as the encroachment exists.

(d) Association Easements.

(i) There shall be an easement in favor of the Association through the Units, Common Elements, and Limited Common Elements for the installation, maintenance, repair, and replacement of Units, Common Elements, and Limited Common Elements. Use of this easement shall only be during normal business hours, except that access may be had at any time in the case of emergency.

(ii) There shall be a general easement in favor of the Association, its directors, employees, officers and agents (including, but not limited to, any manager employed by the Association) to enter upon the Property or any portion thereof in the performance of their respective duties. Except in the event of emergencies, this easement is to be exercised only during normal business hours and then, whenever practicable, only upon advance notice to the Owner(s) or Occupant(s) directly affected thereby.

(iii) The Association, by and through its Board of Directors, shall have the right, privilege, power, and authority to grant permits, licenses, easements, and restrictions upon, over, across, above, and under the Common Elements and Limited Common Elements for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance, ongoing development, or operation of the Condominium. In addition, there shall be a general assignable easement in favor of the Association, in, on, over, across and under all portions of the Condominium, and expressly including the Units, for installing, replacing, repairing, and maintaining all utilities and other community services, including, but not limited to, gas, water, sanitary sewer, storm sewer, telephone, cable television and electricity, and other community services if and when installed, such as, but not limited to, a master television antenna, cable television system, or security system should the Association determine to have such a system or systems installed. Should any Person furnishing any such utility service request a specific easement by separate recordable document, the Association shall have the right to grant such an easement.

(iv) There is hereby reserved to the Association and its designee, an easement and right, but not the obligation, to enter onto any Unit for emergency, life-safety, security and safety. The right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all police officers, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall be only during reasonable hours and after notice to the Unit Owner or Occupant. This right of entry shall include the right of the Association to enter a Unit to cure any condition which may increase the possibility of a fire or other hazard in the event that a Unit Owner fails or refuses to cure the condition upon request by the Board. No one exercising the easement and rights granted in this subsection shall be liable for trespass, damages, or in any other manner by virtue of exercising such rights. The failure to exercise the rights herein or to exercise said rights in a timely manner shall not create liability to any of the above-referenced parties, it being agreed that no duty to enter a Unit shall exist.

(e) Utility Easement. To the extent that any utility line, pipe, wire, or conduit serving any Unit or Units shall be wholly or partially within the boundaries of another Unit, such other Unit shall be burdened with and there is and shall be hereby reserved and created an easement for the use, maintenance, repair, and replacement of such utility line, pipe, wire, or conduit, such easement to run to the benefit of the Unit or Units served by the same.

(f) Nothing herein contained shall be construed to limit easements upon the Submitted Property to those exclusively set forth in this Section. The Submitted Property is

subject to all easements described in this Declaration, the Condominium Plat and Plans, in the exhibits to this Declaration and all other easements of record.

14. ARCHITECTURAL CONTROLS AND USE RESTRICTIONS. To promote harmony among the Owners and thereby protect the value of the Units, all portions of the Condominium shall be subject to the restrictions set forth in this Section and to such supplemental Rules and Regulations as may be adopted from time to time by the Board.

(a) Architectural Controls. To preserve the architectural appearance of the Condominium, no construction of any nature whatsoever shall be commenced or maintained by any Owner or Occupant which would change the exterior appearance of any Unit, Limited Common Element, or Common Element or any other portion of the Condominium, nor shall any exterior addition, change, or alteration be made thereto. An Owner may make improvements and alterations within his Unit; provided, however, that no Owner shall make any alterations in a Unit or remove any portion thereof or make any additions thereto or do anything which might alter, jeopardize, or impair the safety, soundness, or structural integrity of that Unit or any other Unit without first obtaining the written consent of the Board of Directors and all Owners affected thereby. Before approving an alteration or improvement that might alter, jeopardize, or impair the safety, soundness, or structural integrity of any Unit, the Association shall have the right to employ an engineering firm, architectural firm or other qualified professional to make a determination as to the effect of the proposed alterations and improvements on the Units and the Common Elements. In such event, the Owner proposing the alteration or improvement shall be responsible for all costs and expenses thereby incurred by the Association, regardless of the outcome of the determination. The Owner shall be responsible for ensuring that all alterations and improvements made to such Owners' Unit are performed in a good and workmanlike manner and that the Persons employed to perform the work are properly qualified, licensed and insured or bonded. Any potential or actual structural deficiencies or problems discovered by an Owner or by any person employed by the Owner shall be reported by the Owner to the Board within ten (10) days of the date of discovery. An Owner shall not impair any easement without first obtaining the written consent of the Association and of the Owner or Owners and their Mortgagees for whose benefit such easement exists.

(b) Residential Use. The Units shall be and are restricted exclusively to residential use and no trade or business of any kind may be conducted in or from a Unit or any part of the Condominium either as a primary or accessory use of either the Unit or any portion of the Condominium; provided, however, an Owner or Occupant may conduct such business activities within the Unit so long as (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the Unit; (ii) the business activity does not regularly involve Persons or vehicles coming onto the Condominium Property who do not reside in the Condominium; (iii) the business activity does not include the storage or placement of any tools of a particular trade in any area which can be viewed from the Common Elements or any other Unit; (iv) the business activity does not include the storage or placement of hazardous or dangerous materials on the property; (v) the business activity conforms to all zoning requirements for the Property; and (vi) the business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the ability of the Association to obtain or retain insurance coverage; and (vii) the business activity is consistent with the residential character of the

development, does not require use of Common Element utilities, and does not constitute a nuisance or a hazardous or offensive use, as may be determined in the sole discretion of the Board of Directors. Short term vacation rentals are allowed, subject to the requirements of Section 17 regarding the leasing of Units.

(c) Timesharing. No Unit shall be made subject to any type of timesharing, fractional interest ownership, or similar program whereby the right to exclusive use of a Unit rotates between or among timeshare owners, who may or may not be members of a program, on a fixed or floating time schedule over a period of years.

(d) Signs. Except as may be required by legal proceedings, no "For Sale" or "For Rent" signs or other signs or advertising posters of any kind shall be maintained or permitted on any portion of the Property without the prior express written permission of the Board of Directors of the Association. The foregoing notwithstanding, The Board of Directors may establish standards for any permitted signs and posters upon the Property, and there shall be no deviation from such standards without the prior written consent of the Board of Directors.

(e) Antennas. The installation of antennas, satellite dishes, and other similar or related equipment is prohibited. The foregoing notwithstanding, The Board of Directors may establish standards for any antennas or satellite dishes upon the Property, and there shall be no deviation from such standards without the prior written consent of the Board of Directors.

(f) Nuisances. No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of the Condominium, except in chutes and containers specifically designated for such purpose as provided by the Association or the City of Savannah. Nor shall any odors be permitted so as to render any portion of the Condominium unsanitary, unsightly, offensive or detrimental to persons using or occupying other portions of the Condominium. No obnoxious or offensive activity shall be carried on, within or upon the Condominium, nor shall anything be done thereon which may become an annoyance to other Owners. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on the Condominium Property. Any siren or device for security purposes shall contain a device which causes it to automatically shut off within a reasonable time after sounding. Stereo equipment and similar devices shall be operated so as not to be audible from any other Unit or the Common Elements. The display or shooting of fireworks or firecrackers is expressly forbidden. Any such Owner, or his family, servants, agents, invitees or guests, who shall dump or place any trash or debris upon any portion of the Property, except in the receptacles or areas designated by the Association, shall be liable to the Association for the actual cost of the removal thereof or the sum of Seventy Five Dollars (\$75.00), whichever is greater, and the same shall be added to and become part of that portion of any assessment next coming due to which the Owner is subject.

(g) Pets. No animals, livestock, reptiles, poultry, or other non-human living creature of any kind shall be raised, bred, or kept on any part of the Property, except that a reasonable number of dogs or cats, may be kept by the respective Owner in their respective Units,

provided that they are not kept, bred, or maintained for any commercial purpose and do not endanger the health or unreasonably disturb the Owner of any Units or any resident thereof; provided the Board of Directors may, by adoption of Rules and Regulations, prohibit from the Property and the Units, animals which are determined by the Board to be dangerous to the health, safety, or welfare of the Owners. The determination whether a particular animal may be kept on the Property is within the sole discretion of the Board of Directors. No pet enclosures shall be erected, placed, or permitted to remain on any part of the Common Elements. No pet enclosure shall be erected, placed or permitted to remain on any Limited Common Elements assigned to a Unit unless the same shall be approved in advance in writing by the Board of Directors. No pets shall be left unattended on any Common Element or Limited Common Element. Pets may not be chained or tied to the outside of the building or any other part of the Common Elements. The keeping of pets and their ingress, egress, and travel upon the Common Elements shall be subject to such Rules and Regulations as may be issued 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. The Board of Directors shall have the right to fine the Owner or Occupant of the Unit for any violations of the foregoing pet restrictions as further provided in Section 21(c) hereof or for the violation of any Rule and Regulation which addresses the issue of pets on the Property. Any Owner shall be liable to the Association for the cost of cleanup or repair of any damage to the Common Elements caused by the pet of such Owner or an Occupant or the family, tenant, guest, invitee, licensee, servant, or agent of the Owner or Occupant and the same shall be added to and become a part of the portion of any assessment next coming due to which such Owner is subject. The Board of Directors may, in its sole discretion, establish an annual pet fee chargeable to those Owners who keep pets within their Units to defray the cost of repairing damages to the Common Elements caused by pets on the Property.

(h) Prohibited Activities. Obnoxious or offensive activity shall not be carried on in any Unit or in any part of the Common Elements. Each Owner, his family, tenants, guests, visitors, invitees, licensees, servants and agents, shall refrain from any act or use of his Unit or the Common Elements which could reasonably cause embarrassment, discomfort, annoyance, or nuisance to the occupants of the Units, or which could result in the cancellation of or increase in the premiums for insurance on any Unit or any portion of the Common Elements, or which could be in violation of any law or governmental code or regulation. The pursuit of hobbies or other activities, including, without limitation, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt, dangerous, or hazardous conditions, shall not be pursued or undertaken on any portion of the Condominium.

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

(j) Exterior Appearance. No awnings, shades, screens, or other items 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. This prohibition does not apply

to the Awnings maintained as Limited Common Elements as defined above. Further, no foil or other reflective material shall be used on any windows for sunscreens, blinds, shades, or any other purpose. No burglar bars on windows or doors, whether on the interior or exterior thereof, shall be permitted. All shades, drapery linings and other window treatments visible from the exterior of a Unit on any window or door must be designed and manufactured for that purpose. 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 Condominium, nor shall any clothing, rugs, or any other item be hung on any railing enclosing any stairway, entrance, walkway, porch, deck, terrace, balcony or patio. No banners or signs of any type shall be displayed from windows, balconies, or any part of the building, and in no circumstance shall be visible from the exterior of the building.

(k) Temporary Structures, etc. No structures of a temporary character, trailer, tent, shack, carport, garage, barn, or other outbuilding, structure or facility shall be used as a residence or sleeping quarters on any portion of the Condominium property at any time, either temporarily or permanently.

(l) Use of Common Elements. Except for the right of ingress and egress, the Owners and Occupants of Units are hereby prohibited and restricted from using any of the Common Elements, except as may be allowed by the Board of Directors or as expressly provided herein. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all Owners and is necessary for the protection of said Owners.

(m) Grills and Fryers. Grills and fryers are expressly prohibited on the Property, including, but not limited to, gas, charcoal, and electric grills and electric or gas fryers.

(n) Planting or Gardening. No planting or gardening shall be done or maintained upon any portion of the Limited Common Elements or Common Elements, except such as have been approved by the Board of Directors.

(o) Vacant Units. Should a Unit become vacant, the Owner is responsible for securing the Unit while it is unoccupied, including engaging all locks, providing security lighting, heating the interior sufficient to keep pipes from freezing, and air condition sufficient to prevent mold and mildew from forming.

(p) Unsightly or Unkempt Conditions. It shall be the responsibility of each Owner to prevent any unclean, unhealthy, or unsightly, or unkempt conditions from existing on or within his Unit, including any Balcony, Entry Door, exterior window, or other Limited Common Element appurtenant thereto. Any items such as outside patio furniture or other articles that can be viewed from the Common Elements or another Unit shall be maintained in a neat and attractive condition as determined by the Board.

(q) Flags. Flags may not be located more than five (5) feet from the ground or floor of the Balcony.

(r) Trash Removal. All rubbish, trash and garbage shall be regularly removed from the Unit and shall not be allowed to accumulate in the Building. No garbage or trash shall be placed on the Common Elements or Limited Common Elements, if any, outside the Unit, temporarily or otherwise, except in designated trash containers. Rubbish, trash and garbage shall be disposed of in sealed bags and either placed in the trash receptacles designated by the Board for collection or maintained by individual Owners as required by the City of Savannah.

(s) General Restriction. No Owner or Occupant shall commit or permit any violation of any insurance policy obtained and maintained by the Association pursuant to the provisions of Section 15 (“Insurance”), do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might reasonably (i) result in termination of any insurance policy obtained or maintained by the Association; (ii) adversely affect the right of recovery thereunder; (iii) result in reputable insurance companies refusing to provide insurance as required by Section 15 (“Insurance”) hereof or the Bylaws; or (iv) result in an increase in the insurance rate or premium unless, in the case of such increase, the Owner responsible thereof shall pay the same. If the rate of premium payable with respect to policies of insurance obtained and maintained by the Association or with respect to any insurance policy carried independently by any Owner shall be increased or shall otherwise reflect the imposition of a higher rate by reason of anything that is done or kept in a particular Unit, or as a result of the failure of any Owner or occupant to comply with the requirements of insurance policies obtained and maintained by the Association, or as a result of the failure of any such Owner or Occupant to comply with any of the terms and provisions of this Declaration, the Bylaws, or Rules and Regulations, the Owner of that particular Unit shall reimburse the Association and such other Owner respectively for the resulting additional premiums which shall be payable by the Association or such other Owners, as the case may be. The amount of such reimbursement due the Association may, without prejudice to any other remedy to the Association, be enforced by assessing the same to that particular Unit as a Common Expense specifically assessed under Section 12(d) hereof.

15. INSURANCE.

(a) General. The Association shall obtain and maintain at all times, as a Common Expense, insurance as required by Section 44-3-107 of the Act, as amended, and as required herein. From time to time, the Board of Directors shall conduct an insurance review to determine if the policies in force are adequate to meet the needs of the Association and to satisfy the requirements of Section 44-3-107 of the Act, as amended. Such responsibility may be performed, and shall be deemed reasonably performed, by the Board requesting the Association’s insurance agent or legal counsel to verify that the insurance policies in existence meet the needs of the Association and satisfy the requirements of Section 44-3-107 of the Act, as amended. The Board of Directors shall make available for review by the Owners, copies of the Association’s insurance policies to allow Owners to assess what insurance, in addition to such insurance as may be required herein, they may wish to purchase at their own expense.

(b) Insurance shall cover the following:

(i) A property insurance policy or policies affording fire and extended coverage insurance for and in an amount consonant with the full insurable replacement cost, less deductibles, of all buildings and structures within the Condominium. Regardless of the boundaries of the Units, the insurance required by this paragraph shall include, without limitation, all portions of each building which are Common Elements including Limited Common Elements, all foundations, roofs, roof structures, and exterior walls, including windows and doors and the framing therefore, and all convertible space within the buildings. Such insurance shall cover the following items with respect to each condominium unit regardless of who is responsible for maintaining them under the condominium instruments:

(A) The HVAC system serving the Unit;

(B) All sheetrock and plaster board comprising the walls and ceilings of the Unit; and

(C) The following items within the Unit of the type and quality initially installed, or replacements thereof of like kind and quality in accordance with the original plans and specifications, or as they existed at the time the Unit was initially conveyed if the original plans and specifications are not available: floors and subfloors; wall, ceiling, and floor coverings; plumbing and electrical lines and fixtures; built-in cabinetry and fixtures; and appliances used for refrigeration, cooking, dishwashing, and laundry. The Association may exclude from coverage required by this paragraph improvements made by the Unit Owners; and

(ii) A commercial general liability insurance policy or policies affording coverage for bodily injury and property damage in an amount not less than \$1 million for a single occurrence and \$2 million aggregate. The policy or policies shall cover the Association, the Board and the officers of the Association, all agents and employees of the Association, and all Owners and Occupants or other portion of the Condominium for occurrences commonly insured against arising out of or in connection with the use, ownership, or maintenance of the Common Elements or other portion of the Condominium which the Association has the responsibility to maintain.

(c) Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense.

(d) The Association is hereby irrevocably appointed agent for each Unit Owner to adjust all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon the payment of claims.

(e) In the event of an insured loss, any required deductible shall be considered a maintenance expense to be paid by the Person or Persons who would be responsible for such loss in the absence of insurance. If the loss affects more than one Unit or a Unit and the Common Elements, the cost of the deductible may be apportioned equitably by the Board among the parties suffering loss in proportion to each affected owner's portion of the total cost of repair. Notwithstanding the forgoing, if the insurance policy provides that the deductible will apply to

each Unit separately or to each occurrence, each Owner shall be responsible for paying the deductible pertaining to his, her or its Unit, if any. If any Owner or Owners fail to pay the deductible when required under this Section, then the Association may pay the deductible and assess the cost to the Owner or owners pursuant to Section 11 of this Declaration; provided, however, where the deductible is for insurance required under the Act, no Owner shall be assigned more than \$5,000.00, or such higher amount as authorized by the Act, as the cost of the deductible for any one occurrence.

(f) Notwithstanding anything to the contrary herein, in the event of an insured loss under the Association's master hazard insurance policy for which the Association receives from the insurer payment for a loss sustained by an owner who is delinquent in the payment of assessments owned to the Association under Section 11 of the Declaration hereof, then the Association may retain and apply such proceeds to the delinquency. Any surplus remaining after application of the proceeds to any delinquency shall be paid by the Association to the affected Owner.

(i) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Association's Board of Directors.

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

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

(g) Other Insurance. In addition to the insurance required hereinabove, the Board may obtain as a Common Expense:

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

(ii) flood insurance; and/or

(iii) fidelity insurance, if reasonably available, covering officers, directors, employees, and other Persons who handle or are responsible for handling Association

funds. Such insurance, if reasonably available, shall be in an amount consonant with the best business judgment of the Board of Directors, but in no event less than three (3) month's assessments plus a reasonable amount to cover all or a reasonable portion of reserve funds, if any, in the custody of the Association at any time during the term of the insurance; provided, however, fidelity coverage herein required may be reduced based on the implementation of financial controls which take one or more of the following forms: (a) the Association or management company, if any, maintains a separate bank account for the working account and the reserve account, each with appropriate access controls and the bank in which funds are deposited sends copies of the monthly bank statements directly to the Association; (b) the management company, if any, maintains separate records and bank accounts for each association that uses its services and the management company does not have the authority to draw checks on, or to transfer funds from, the Association's reserve account; or (c) two members of the Board of Directors must sign any checks written on the reserve account.

(h) Renter's Insurance. As a precondition to renting a Unit, the Owner must require of any tenant renter's insurance in an amount that provides total coverage of the tenant's personal property.

(i) Owner's Insurance. Every Owner shall be obligated to obtain and maintain at all times insurance covering those portions of his or her Unit to the extent not insured by policies maintained by the Association. To the extent not obligated hereinbelow, an Owner shall furnish a copy of such insurance policy or policies to the Association upon request by the Board. Owners who Lease and/or rent their Unit must obtain an HO-6 policy, commercial policy, or policy that provides similar coverage, with minimum liability limits of \$1,000,000.00 per occurrence. If a Unit is being used as a short term vacation rental, then the policy must specify that short term vacation rentals are permitted under the policy. In the event that any such Owners fails to obtain insurance as required by the paragraph, then the Association may purchase such insurance on behalf of the Owner and assess the cost thereof to the Owner, to be collected in the same manner provided for the collection of assessments.

16. 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 the Owners of the damaged Units, together with Owners of other Units to which two thirds (2/3) of the total eligible votes of the Association pertain, vote not to proceed with the reconstruction and repair of the structure, the Board of Directors or its duly authorized agent shall arrange for and supervise the prompt repair and restoration of the structure. In the event of substantial damage or destruction, each institutional holder of a First Mortgage shall be entitled to written notice of the damage, and nothing in this Declaration shall be construed to afford a priority to any Owner with respect to the distribution of proceeds to any such Unit.

(a) Cost Estimates. Immediately after a fire or other casualty causing damage to the Condominium, the Board of Directors shall obtain reliable and detailed estimates of the cost of repairing and restoring the structures (including any damaged Units) to substantially the condition which existed before such casualty, allowing for any changes or improvements necessitated by

changes in applicable building codes. Such costs may also include professional fees and premiums for such bonds as the Board of Directors determines to be necessary.

(b) Source and Allocation of Proceeds. If the proceeds of insurance are not sufficient to defray the 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, the additional costs shall be assessed against the Owners of the Unit or Units damaged in proportion to the damage to such Unit or Units or against all Owners in the case of insufficient funds to cover damage to the Common Elements; provided, however, that in such event, each Owner shall be responsible for any betterments and improvements made by such Owner and not covered by the Association's insurance. The foregoing assessment shall not be considered a special assessment pursuant to Section 12(c), hereof. 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 plans and specifications under which the Condominium was originally constructed, except where changes are necessary to comply with current applicable building codes or where improvements not in accordance with the original plans and specifications are approved by the Board of Directors.

(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 Owner upon whose property such encroachment exists, provided that such reconstruction or repair 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 or repaired building shall stand.

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

17. LEASING OR SALE OF UNITS.

(a) Sale of Units.

(i) General. The right of any Owner to sell, transfer, or convey the Owner's Unit shall not be subject to any right of first refusal or any similar restriction in favor of the Association under the provisions of this Declaration and there shall be no restriction on the right of an Owner to mortgage his Unit.

(b) Leasing of Units.

(i) Limitations on Leasing. Limitations on the right of any Owner to Lease his Unit shall be subject to any and all additional rules or regulations approved by the Board of Directors.

(ii) Leasing Provisions. Such leasing as is permitted by this Section of the Declaration shall be governed by the following provisions:

(A) General. Units must be Leased in their entirety and cannot be fractionally leased. No Unit may be leased or subleased for a period of less than twelve (12) months without the prior written consent of the Board, except as provided in Section 17(b)(iv) below. All Leases for periods of six (6) months or greater shall be in writing, and shall be submitted to the Board of Directors. The Owner must make available to the tenant copies of the Declaration, Bylaws, and the Rules and Regulations.

(B) Provisions Incorporated by Reference. Any Lease agreement for a Unit at Graham Condominium, shall be deemed to contain the following provisions, whether or not expressly therein stated, and each Owner covenants and agrees that any Lease of a Unit shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the Lease by the existence of this covenant. Any lessee, by occupancy of a Unit, agrees to the applicability of this covenant and incorporation of the following language into the Lease:

(1) Liability for Fines and Other Charges. Lessee agrees to be jointly and severally liable with the Owner for payment of all fees, fines, and other charges which become due as a consequence of lessee's activities, including, but not limited to, activities which violate provisions of the Declaration, Bylaws, or the Rules and Regulations.

(2) Financial Obligation to Association. Upon the failure of the Owner to pay any assessments, fees, fines, or other charges due to the Association under the Declaration, lessee shall, upon request by the Association, pay to the Association all rents and other charges payable to the Owner under the lease until such delinquency is satisfied. All such payments made by lessee to the Association shall reduce, by the same amount, lessee's obligation to make monthly rental payments to the Owner. It shall be the responsibility of the Association and not of the lessee to account to the Owner for funds actually received by the Association from the lessee.

(3) Compliance With Declaration, Bylaws, and Rules and Regulations. Lessee agrees to abide by and comply with all provisions of the Declaration, Bylaws, and Rules and Regulations. Any violation by lessee of the Declaration, Bylaws, or Rules and Regulations is deemed to be a violation of the terms of the Lease and authorizes the Owner to terminate the Lease without liability and to evict the lessee in accordance with Georgia law. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Declaration, Bylaws, and Rules and Regulations, including but not limited to, the power and authority to evict the lessee on behalf and for the benefit of the Owner, in accordance with Georgia law and the terms hereof. In the event that the Association proceeds to evict the tenant, any costs, including attorney's fees and court costs, associated with the eviction shall be

pecially assessed against the Owner thereof in accordance with the provisions of Section 12(d), such being deemed hereby as an expense which benefits the leased Unit and the Owner thereof.

(4) Association as Third Party Beneficiary. The Association is a third party beneficiary of the foregoing terms of the Lease.

(C) Renter's Insurance. Tenants must obtain renter's insurance in an amount equal to or greater than the value of the tenant's personal property.

(iii) Use of Common Elements. By Leasing a Unit, the Owner of such Unit thereby transfers and assigns to the lessee, for the term of the Lease, any and all rights and privileges that the Owner has to use the Parking Spaces and other amenities that are a part of the Common Elements or Limited Common Element assigned to the leased Unit. During the term of such Lease, the Owner shall not be entitled to use and enjoyment of the amenities that are a part of the Common Elements or Limited Common Element assigned to the leased Unit. This Section shall not apply to any Owner who resides in the Unit during the term of the Lease.

(iv) Vacation Short Term Rentals. Short Term Rentals (any rental or lease that is for a term of less than six (6) months) (hereinafter "Short Term Rentals") are permitted, subject to the covenants and restrictions contained herein and any additional rules or regulations promulgated by the Board. Owners desiring to lease or rent their Units for less than six (6) months may do so only if they receive the necessary permits and licenses as required by any governmental authority. The Owner of a Short Term Rental must provide to the Association proof of insurance as required by Section 15, and must also obtain at least an additional \$500,000 in homeowner liability coverage. The Owner must provide proof to the Association that it has obtained all necessary permitting and licensing required by any governmental authority. All renters, guests, tenant, and invitees must obey the Condominium Instruments and Rules and Regulations, and any violations thereof may result in fines against both the renters, guests, tenants, and invitees, as well as the Owner.

18. MORTGAGEE'S RIGHTS.

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

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

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

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

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

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

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

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

19. ASSOCIATION'S OBLIGATION TO PROVIDE GOVERNING DOCUMENTS.

The Association shall be required to make available to Owners, prospective purchasers, lenders, and the holders, insurers and guarantors of the First Mortgage on any Unit, current copies of the Governing Documents and shall provide copies of the Governing Documents to such persons upon payment of a reasonable charge therefor. All other books, records, and financial statements of the Association shall be available for inspection by the Owners pursuant to the provisions of Georgia Non Profit Corporation Code.

20. PREPARER. This Declaration was prepared by McCorkle & Johnson, LLP, 319 Tattnall Street, Savannah, Georgia 31401.

21. ENFORCEMENT.

(a) Each Owner and occupant of a Unit shall comply strictly with this Declaration, the Bylaws, and Rules and Regulations of the Association, as any of the same may be amended from time to time. Any lack of such compliance shall be grounds for an action to recover sums due, for damages, or injunctive relief, or any other remedy available at law or in equity, maintainable by the Association or, in any proper case, by one or more aggrieved Owners, on their own behalf or as a class action. Inasmuch as the enforcement of the provisions of this Declaration, the Bylaws, and Rules and Regulations is essential for the effectuation of the general plan of the Condominium and for the protection of present and future Owners, it is hereby declared that any breach thereof cannot be adequately compensated by recovery of damages, and that the Association, or any aggrieved Owner, in addition to all other remedies, may require and shall be entitled to the remedy of injunction to restrain any such violation or breach or threatened violation or breach.

(b) The Association shall have the right to suspend an Owner's voting rights, to suspend an Owner's right to use the Common Elements, and to terminate any services provided or paid for by the Association for any period during which any assessments or other charges owed to the Association remain unpaid, and, for any violation of any provision of this Declaration, the Bylaws, or Rules and Regulations, for the duration of the infraction and for an additional period not to exceed thirty (30) days; provided, however, that no such suspension of use or termination of service shall deny any Owner or Occupant access to the Unit owned or occupied, or cause any hazardous or unsanitary condition to exist.

(c) In the event of any failure to comply strictly with this Declaration, the Bylaws, or Rules and Regulations, the Board of Directors may, in addition to exercising the other remedies provided for herein, levy fines against the Owner or Occupant for such failure in an amount which the Board, in its sole discretion, determines to be reasonable under the circumstances. Each day or time a violation is continued or repeated after written notice is given to the Owner or Occupant to cease and desist shall be considered a separate violation. All fines shall be an assessment and a lien against the Unit collectible as provided in Section 12 ("Assessments") hereof.

(d) In addition to all other remedies set forth herein, the Association, or any duly authorized agent thereof, shall, after ten (10) days written notice, have the right to enter upon any portion of the Condominium where a violation exists and summarily abate or remove, at the expense of the violating Owner, using such force as may be reasonably necessary, any erection, thing, or condition that may be or exist contrary to the intent and meaning of the provisions hereof; provided, however, that no notice shall be required in cases of emergency. Notwithstanding the foregoing, the Association shall have the right to immediately tow, at the owner's expense, without any additional notice or period in which to correct such violation, any improperly parked or prohibited vehicle as identified herein or within the Bylaws or Rules and Regulations. Neither the Association, nor its officers, directors, employees, or agents shall be deemed guilty or liable for any manner of trespass for such entry, abatement, or removal. All costs and expenses incurred pursuant to this paragraph shall be an assessment and a lien against the Unit collectible as provided in Section 12 ("Assessments") hereof.

(e) Should the Association employ legal counsel to enforce this Declaration, the Bylaws, or Rules and Regulations, all costs incurred in such enforcement, including reasonable attorney's fees actually incurred, shall be paid by the violating Owner and shall be an assessment and a lien against the Unit collectible as provided in Section 12 hereof.

(f) No delay, failure, or omission on the part of the Association or any aggrieved Owner in exercising any right, power, or remedy shall operate as a waiver, bar, or otherwise affect its right to exercise or enforce any right, power, or remedy provided for herein. No right of action shall accrue nor shall any action be brought or maintained by anyone whomsoever against the Association for or on account of any failure to bring any action on account of any violation or breach, or threatened violation or breach of the provisions of this Declaration, the Bylaws, or Rules and Regulations, however long continued, or for adopting provisions which may be deemed unenforceable.

22. AMENDMENTS.

(a) Except as otherwise provided for herein, this Declaration may be amended by the affirmative vote, written consent, or any combination of the affirmative vote and written consent of the members of the Association holding two thirds (2/3rds) of the total eligible votes thereof.

(b) In the event that a meeting is held to consider an amendment to this Declaration, notice of the meeting shall state the fact of consideration and state either the subject matter of the proposed amendment or that a copy of the proposed amendment is attached thereto. Any Owner not present at a meeting at which an amendment is considered may evidence their consent to such amendment, thereafter, in writing. No amendment shall be effective until a certified copy is filed in the Chatham County, Georgia records.

(c) Notwithstanding any other provision contained herein to the contrary, each Owner, by acceptance of a deed or other conveyance of a Unit, agrees that, if requested to do so by the Board of Directors, such Owner will consent to the amendment of this Declaration, Bylaws, Articles of Incorporation, Rules and Regulations, or any Condominium Instrument (i) such amendment is necessary to bring any provision hereof or thereof into compliance or conformity with, or remove any conflict or inconsistency with, the provisions of any applicable governmental statute, rule, regulation, including, without limitation, the provisions of the Act, or judicial determination which shall be in conflict therewith; (ii) such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Units; (iii) such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on any Unit; or (iv) such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Units.

(d) Notwithstanding any provision in this Declaration which may be construed to the contrary, any amendment to this Declaration which would change, alter, modify, or rescind any right, title, interest, or privilege herein expressly granted to the holder of any Mortgage affecting any of the Units shall require the prior written approval of such holder. In the event that any amendment to this Declaration is construed as having changed, altered, modified, or rescinded any such right, title, interest, or privilege granted to the holder of any Mortgage affecting any Unit under the terms of the Declaration prior to such amendment, such provision shall be deemed not applicable to such holder and the provision otherwise governing as contained in the original Declaration shall be deemed controlling.

(e) The Association, by vote of the Board of Directors pursuant to Sections 44-3-106(c) and 44-3-106(f) of the Act, is hereby empowered to amend the Condominium Instruments, Articles of Incorporation, and Bylaws, or any of them, in such respects as may be required to conform with the mandatory provisions of the Act, or any applicable governmental statute, including, but not limited to, laws or statutes passed by the United States of America, the State of

Georgia, Chatham County, Georgia, or the City of Savannah, Georgia, or to the terms of this Declaration.

23. DISCLOSURES.

(a) The Association may, but shall not be required to, from time to time, provide measures or take actions which directly or indirectly improve or otherwise affect the security of the Condominium. Notwithstanding the foregoing, the Association does not guarantee or insure that (i) non-owners and non-occupants will not gain access to the Condominium or individual Units, or (ii) that criminal acts will not be committed on the Condominium or in the Units. Each Unit Owner is responsible for his or her personal safety and the security of the Unit Owner's personal property, and the personal safety and security of such Unit Owner's family, tenants, invitees and guests. Neither the Association nor the Declarant shall be held responsible for any loss or damage or personal injury by reason of failure to provide adequate security measures or the ineffectiveness of current security measures at the Condominium. Each Unit Owner, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to hereby indemnify defend and hold the Association and the Declarant harmless from and against any and all claims, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including, without limitation, attorneys' fees and expenses and court costs) suffered, incurred or sustained by Unit Owner and Unit Owner's family, tenants, invitees and guests as a result of, by reason of, or in connection with any criminal activity or breach of security on the Condominium or in an individual Unit.

(b) The Condominium is located adjacent to public thoroughfares and may be adversely affected by noise, traffic or other disturbances associated therewith from time to time. Such thoroughfares and rights of way may be widened from time to time.

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

(d) No representations or warranties are made regarding zoning of adjacent property, or that the category to which adjacent property is zoned may not change in the future.

(e) No representations are made regarding the schools or other public facilities that currently or may in the future service the Condominium.

(f) Utilities, flooring and other uncovered surfaces within the Units and the Condominium may transmit noise. Such noise shall not constitute a use of the Unit that interferes with or causes disruption to the use and enjoyment of another Unit or Unit Owner.

(g) No representation or warranty is made that any Unit is or will be soundproof or that sound may not be transmitted from one Unit to another or from the Common Elements to a Unit.

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

(i) Light may emit from improvements located on adjacent properties.

(j) Ingress to and egress from the Condominium may be difficult as the Condominium is located in an urban setting with restricted traffic patterns.

(k) While the drainage system for surface water runoff on the Condominium will be constructed in accordance with applicable governmental standards, the Condominium may still be subject to erosion and/or flooding during unusually intense or prolonged periods of rain.

(l) Natural stone may be found throughout the Units in the kitchen, bathroom and flooring. Natural stone is susceptible to damage from normal wear and tear, and may not withstand large amounts of pressure. Some materials found inside the Units, including, but not limited to, marble and granite, are pieces of natural stone. Veins and colors in natural stone may vary drastically from piece to piece and are all different. Natural stone may also have chips and shattering veins which look like scratches. The thickness of the joints between marble, granite or other materials against which they have been laid will vary and there will be irregularities in surface smoothness. Marble and other stone finishes may be dangerously slippery and Seller assumes no responsibility for injuries sustained as a result of exposure to or use of such materials. Periodic use of professionally approved and applied sealant is needed to ensure proper maintenance of the marble, granite, and other stone surfaces, and it is the Unit Owner's responsibility to properly maintain these materials. Marble, stone, and other stone surfaces may scratch, chip or stain easily. Such movement may in turn cause grout to crack or loosen or cause some cracking in the stone flooring which may need to be repaired as part of normal home maintenance.

24. GENERAL PROVISIONS.

(a) Eminent Domain. In the event that all or part of the Condominium shall be taken by any authority having the power of eminent domain, the allocation of the award of such condemnation and all related matters, such as the reallocation of undivided interests in the Common Elements, and liabilities for assessments and votes, shall be handled pursuant to and in accordance with the then applicable provisions of the Act. If there are no such provisions of the Act then in effect, the allocation of the award and related matters shall be handled pursuant to and in accordance with those provisions of the Act relating thereto in effect as of the date that this Declaration is Recorded in Chatham County, Georgia. If any Unit or portion thereof or the Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding

or is otherwise sought to be acquired by a condemning authority, then the First Mortgagee will be entitled to timely written notice of any such proceeding or proposed acquisition. No provision of this Declaration or of any other document establishing the Condominium will entitle the Owner or other party to priority over any First Mortgagee with respect to the distribution of the proceeds of any award or settlement relating to the Unit to which the First Mortgagee holds a security interest.

(b) Rights of Third Parties. This Declaration shall be recorded pursuant to the provisions of the Act for the benefit of the Owners and their Mortgagees as herein provided. No adjoining real property owner or third party shall have any right, title, or interest whatsoever in the Condominium, or in the operation or continuation thereof, or in the enforcement of any of the provisions hereof. Subject to the rights of Mortgagees, as herein provided, the Owners shall have the right to cancel, extend, modify, amend, or otherwise change the provisions of this Declaration, without the consent, permission, or approval of any adjoining real property owner or third party.

(c) Partition, Termination and Withdrawal of Property. The Common Elements shall remain undivided. Unless the condominium form of ownership hereby established is terminated or the Property is withdrawn from the Condominium, as hereinafter provided, no Owner nor any other Person shall bring any action for partition or division of the whole or any part of any Unit or of the whole or any part of the Common Elements. The Condominium may be terminated or a portion of the Property may be withdrawn from the Condominium only in strict accordance with and pursuant to the then applicable provisions of the Act, and all matters relating to such termination or withdrawal shall be handled in accordance with such provisions of the Act. If there are no such provisions of the Act then in effect, then such termination or withdrawal and related matters shall be handled pursuant to and in accordance with those provisions of the Act relating thereto in effect as of the date that this Declaration is Recorded in Chatham County, Georgia.

(d) Duration. The covenants, terms, conditions, easements, and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, the Owner of any property subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns. To the maximum extent permitted by Georgia law, the covenants, terms, conditions, easements, and restrictions of this Declaration shall have perpetual duration.

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

(f) Gender and Grammar. The use of the masculine gender in this Declaration shall be deemed to include the feminine and neuter genders, and vice versa, and the use of the singular shall be deemed to include the plural whenever the context so requires.

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

(h) Covenants Running with the Land. All provisions of this Declaration shall be construed and are covenants running with title to the Units and shall be enforceable equitable servitudes and restrictive covenants and inure to and bind all Owners and their successors, assigns, heirs, executors, and administrators.

(i) Association Consent. The Association, by acceptance of its rights and powers hereunder, approves, consents to, and accepts the terms of the foregoing and all of its terms, provisions, conditions, and covenants.

(j) No Waiver. No failure to enforce or delay in enforcing any provision or restriction of this Declaration shall be or be deemed to be a waiver of the right to enforce such provision or restriction against the same person or any other person in any situation. Subject to the provisions of the Act, the Board of Directors shall be authorized to grant variances from the covenants and restrictions of this Declaration, provided such variances must be in writing and must be determined by the Board to be in the best interests of the Association. Any such variance granted by the Board shall not be or be deemed to be a precedent binding on the Board in any future case.

(k) Titles. The paragraph or section titles at the beginning of each numbered paragraph or section of this Declaration are for convenience only, and the words contained therein shall not be considered to expand, modify, change, or aid in the interpretation, construction, or meaning of this Declaration.

(l) Effective Date. The effective date of this Declaration shall be the date of its Recording.

(m) Governing Law. This Declaration shall be construed under and in accordance with the laws of the State of Georgia.

(n) Duty of Owners to Inform the Association of Current Address. Each Owner shall have the affirmative duty and obligation to inform the Association in writing of any change of the Owner's current address. All notices hereunder shall be deemed given if sent to the Unit address or to such other last known address as the Owner may designate by written notice to the Association.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Association, has caused its duly authorized officers to execute this Declaration as of the 6th day of January, 2020.

ASSOCIATION:

THE GRAHAM ASSOCIATION OF UNIT OWNERS, INC., (f/k/a The Graham Association of Apartment Owners) a Georgia non-profit corporation

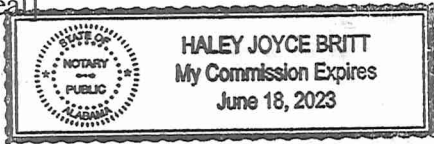
By: [Signature]
Its: President Jon Burns

Signed, sealed and delivered in the presence of:

[Signature]
Unofficial Witness

[Signature]
Notary Public
My Commission Expires: June, 18, 2023

[Notary Seal]



Signed, sealed and delivered in the presence of:

[Signature]
Unofficial Witness

[Signature]
Notary Public
My Commission Expires:



By: [Signature]
Its: Secretary Terry Bork

[Notary Seal]

Signed, sealed and delivered in the presence of:

[Signature]
Unofficial Witness

[Signature]



By: [Signature]
Its: Board Member

[Handwritten Signature]

Notary Public
My Commission Expires:



Signed, sealed and delivered
in the presence of:

By: _____
Its: Board Member

Unofficial Witness

Notary Public
My Commission Expires:

Signed, sealed and delivered
in the presence of:

By: *[Handwritten Signature]*
Its: Board member

[Handwritten Signature]

Unofficial Witness

[Handwritten Signature]

Notary Public
My Commission Expires:



Signed, sealed and delivered
in the presence of:

By: *[Handwritten Signature]*
Its: Board Member

[Handwritten Signature]

Unofficial Witness

[Handwritten Signature]

Notary Public
My Commission Expires:



Exhibit "A"

LEGAL DESCRIPTION

All those certain lots, tracts or parcels of land situate, lying and being in the City of Savannah, Chatham County, Georgia, and being known as LOTS NUMBERED SIX AND SEVEN (6 and 7), SECOND TYTHING, ANSON WARD, upon the official map or plan of the City of Savannah, said property being bounded as a whole as follows: On the North by a lane; on the East by Lot No. 8, said Tything and Ward; on the South by State Street; and on the West by Abercorn Street. Express reference is hereby made to the aforesaid map for better determining the metes, bounds and dimensions of the property herein described.

Exhibit "B"

DESCRIPTION OF UNITS AND
INTEREST IN COMMON ELEMENTS

<u>IDENTIFYING CONDOMINIUM UNIT NUMBER</u>	<u>PERCENTAGE OF UNDIVIDED INTEREST IN COMMON ELEMENTS FOR ALL PURPOSES, LIABILITY FOR COMMON EXPENSES AND VOTING RIGHTS IN THE ASSOCIATION</u>
1	2.75
2	2.75
3	3.7
4	2.75
5	2.75
6	1.95
7	1.95
8	2.75
9	1.4
9-1/2	1.4
10	1.4
10-1/2	1.4
11	2.75
12	3.7
14	2.75
15	2.75
16	2.75
17	3.7
18	2.75
19	1.95
20	1.95
21	2.75
22	2.75
23	2.75

IDENTIFYING
CONDOMINIUM
UNIT NUMBER

PERCENTAGE OF UNDIVIDED INTEREST
IN COMMON ELEMENTS FOR ALL PURPOSES,
LIABILITY FOR COMMON EXPENSES AND
VOTING RIGHTS IN THE ASSOCIATION

24	2.75
25	3.7
26	2.75
27	2.75
28	2.75
29	3.7
30	2.75
31	1.95
32	1.95
33	2.75
34	2.75
35	2.75
36	2.75
37	<u>3.7</u>
TOTAL	100.%

Exhibit "C"

**BYLAWS OF THE GRAHAM
ASSOCIATION OF UNIT OWNERS, INC.**

**ARTICLE I
Definitions**

1.1 Association. "Association" shall mean and refer to The Graham Association of Unit Owners, Inc., a non-profit corporation organized and existing under the laws of the State of Georgia.

1.2 The Act. "The Act" shall mean and refer to the Georgia Condominium Act, Georgia Laws (Acts 1975, pp. 609, *et seq.*), codified as O.C.G.A. Section 44-3-70, *et seq.*, all as may be amended from time to time.

1.3 Declaration. "Declaration" shall mean and refer to the Amended and Restated Declaration of Condominium for The Graham, a condominium, Savannah, Chatham County, Georgia, dated the 6th day of January, 2020, recorded in Deed Book ____, Page _____ in the Office of the Clerk of Superior Court of Chatham County, Georgia.

1.4 Condominium Plat. The "Condominium Plat" shall mean and refer to the Plat of The Graham, a condominium, to be recorded in the Condominium Map Book in the Office of the Clerk of Superior Court of Chatham County, Georgia.

1.5 Other Terms. All other capitalized terms used herein shall mean and refer to those respective terms as used and defined in the Act and more specifically defined in the Declaration.

**ARTICLE II
Membership**

2.1 Members. Every unit owner shall be a member of the Association

2.2 Establishment of Membership. Membership shall be established by the acquisition of title to a unit in the Condominium, whether by conveyance, devise, judicial decree or otherwise. The membership of any party shall be automatically terminated upon his being divested of all title to the lot, except that nothing herein contained shall be construed as terminating the membership of any party who may own two or more condominium units, so long as such party shall retain title to a condominium unit.

2.3 Membership Interest. The interest of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his condominium unit. The funds and assets of the Association shall belong solely to the Association subject to the limitation that the same be expended, held or used for the

benefit of the membership and for the purposes authorized herein, in the Declaration of Condominium and in the Articles of Incorporation of the Association.

2.4 Membership Rights. Exercise of membership rights in the Association is contingent upon the payment of annual and special assessments levied by the Association, the obligation of which is imposed upon each owner of, and becomes a lien upon, the property against which such assessments are made as provided by the Declaration.

2.5 Suspension of Membership Rights. The membership rights of any member of the Association may be suspended by action of the Directors during the period when the assessments remain unpaid; but, upon payment of such assessments, his or her rights and privileges shall be automatically restored. If the Directors shall have adopted and published rules and regulations governing the use of the common elements and facilities and personal conduct of any person thereon, the Directors may, in their reasonable discretion, suspend the rights of such person for violation of such rules and regulations for a period not to exceed thirty (30) days.

ARTICLE III Meetings of Members

3.1 Voting Rights. The voting rights of the members are set forth in Section 4 of the Declaration.

3.2 Location of Meetings. All meetings of members shall be held at such place within Chatham County as may be from time to time fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof, or at the Association's registered office if not so fixed or stated.

3.3 Annual Meeting. Annual meetings of members shall be held fourth quarter each fiscal year, as determined by the Board. At each such meeting, the members shall, by a majority vote, elect a board of directors, and, by majority vote, transact such other business as may be properly brought before the meeting.

3.4 Special Meetings. Unless otherwise prescribed by law, by the Declaration, or by the Articles of Incorporation, special meetings of members may be called for any purpose or purposes by the president, the board of directors, the holders of at least fifteen percent (15%) of the outstanding voting interest in the Association, or such other officers or persons as may at the time be provided in the Articles of Incorporation, or in the event there are no officers or directors, then by any member.

3.5 Notice of Meetings. Written notice of a meeting stating the place, day and hour of meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered at least twenty one (21) days in advance of any annual or regularly scheduled meeting, and at least ten (10) days in advance of any other meeting, but in no event more than ninety (90) days.

3.6 Quorum. The holders of more than ten (10%) percent of the interests entitled to vote, present in person or by proxy, shall constitute a quorum at all meetings of members for the transaction of business except as otherwise provided by law. If a quorum shall not be present, the members present in person or by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. At such reconvened meeting, any business may be transacted which might have been transacted at the adjourned meeting.

3.8 Voting. To the extent not in conflict with the Declaration, the following provisions shall apply. Each Unit shall be entitled to one (1) vote on each matter submitted to a vote of the members. A member may vote either in person or by written ballot (if provided) or by proxy executed in writing by the member or by his duly authorized attorney-in-fact. If any Unit is owned by a corporation, partnership, trustee or other entity or by a group of owners in any form of joint tenancy, then one person shall be appointed to act on behalf of the Unit Owner and there shall be only one (1) membership and one (1) vote per Unit and weighed based on the percentage interest allocated to the Unit in the Declaration. In the event of disagreement between or among co-owners and an attempt by two (2) or more of them cast a vote or votes, such Owners shall not be recognized and such vote or votes shall not be counted. Cumulative voting is not allowed.

3.9 Proxies. At all meetings of the members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the President or Secretary of the Association prior to the opening of the meeting. No proxy shall extend beyond a period of twelve (12) months from the date of execution.

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

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

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

All solicitations for votes by written ballot shall: (i) indicate the number of responses needed to meet the quorum requirements; (ii) state the percentage of approvals necessary to approve each matter other than election of directors; and (iii) specify the time by which a ballot must be received by the board of directors in order to be counted. A written ballot

may not be revoked. The Association shall maintain such ballots in its file for at least three (3) years.

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

ARTICLE IV

Directors

4.1 Number; Election. The affairs of the Association shall be managed by a board of directors, whose members need not be members of the Association. The number of directors shall be three (3) to seven (7), who shall be elected by plurality vote of the members of the Association. The directors shall thereafter be elected at the annual meeting of members, and each director so elected shall serve until the next succeeding annual meeting and until his or her successor shall have been selected and qualified.

4.2 Vacancies. Any vacancy occurring in the board of directors shall be filled by the majority vote of the remaining directors, any such appointed director to hold office until his or her successor is elected by the members, who may hold such election at the next annual meeting of the Association.

ARTICLE V

Meetings of the Board of Directors

5.1 Location of Meetings. Meetings of the board of directors, regular or special, may be held either within or without the State of Georgia.

5.2 First Meeting of New Board. The first meeting of each newly elected board of directors shall be held immediately following the annual meeting of members at the place where such annual meeting is held. Such meeting shall be designated as the annual meeting of the board of directors, and no notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, provided a quorum shall be present. Alternatively, the new board of directors may convene at such place and time as shall be fixed by the consent in writing of all its members.

5.3 Regular Meetings. Regular meetings of the board of directors may be held with such frequency and at such time and at such place as shall from time to time be determined by the board. If the board has so fixed the frequency, time and place of regular meetings, no notice thereof shall be necessary.

5.4 Special Meetings. Special meetings of the board of directors may be called by the chairman of the board, by the president, or by any two directors on at least three days notice to each director.

5.5 Notice of Meetings. Notice of a meeting need not be given to any director who signs a waiver of notice either before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice thereof. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board of directors need be specified in the notice or waiver of notice of such meeting.

5.6 Quorum. A majority of the directors shall constitute a quorum for the transaction of business. If a quorum shall not be present at any meeting of directors, the directors present may adjourn the meeting from time to time until a quorum shall be present, without notice of the time and place that the meeting will be reconvened other than announcement at the adjourned meeting.

5.7 Majority. The act of a majority of the directors present at any meeting at which a quorum is present shall be the act of the board of directors, unless the act of a greater number is required by law or by the Articles of Incorporation.

5.8 Action by Consent. Any action required or permitted to be taken at a meeting of directors or a committee thereof may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all directors or all members of the committee, as the case may be, entitled to vote with respect to the subject matter thereof. Such consent shall be filed with the minutes of the proceedings of the board or the committee.

5.9 Compensation of Directors. The members of the Board of Directors shall receive no compensation, except as provided in Article VIII below.

ARTICLE VI

Powers and Duties of the Board of Directors

6.1 Powers. The Board of Directors shall have all powers granted it under the Declaration and granted to the Board of Directors of a Condominium Association under The Act, including, but not limited to, the following:

(a) To call special meetings of the members whenever it deems necessary, and it shall call a meeting at any time upon written request of fifteen percent (15%) of the voting membership.

(b) To appoint and remove at pleasure all officers, committees, agents and employees of the Association, prescribe their duties, fix their compensation (if any), and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any member, officer or Director of the Association in any capacity whatsoever.

(c) To establish, levy, assess and collect the assessments or charges referred to in the Declaration.

(d) To adopt and publish rules and regulations governing the use of the common elements and facilities and the personal conduct of the members and their guests thereon.

(e) To exercise for the Association all powers, duties and authority vested in or delegated to this Association, except those reserved to the meeting or to members in the Declaration.

(f) To maintain, repair, replace, operate and manage the Condominium and the property comprising the same, including the right to reconstruct improvements after casualty and to make further improvements of the Condominium property, and to make and enter into any and all contracts necessary or desirable to accomplish said purposes.

(g) To contract for the management of the Condominium and to delegate to such contractor all of the powers and duties of the Association except those which may be required by the Declaration to have approval by the Board of Directors or membership of the Association.

(h) To acquire and enter into, now or at any time hereafter, leases and agreements whereby the Association acquires leaseholds, memberships, and other possessory or use interests in lands or facilities including, but not limited to, swimming pools, tennis courts, and other recreational facilities whether or not contiguous to the lands of the Condominium to provide enjoyment, recreation or other use or benefit to the owners of condominium units.

(i) To enforce the provisions of the Declaration, the Articles of Incorporation, these Bylaws of the Association and the Rules and Regulations governing the use of the Condominium as the same may be hereafter established.

(j) In the event that any Director shall be absent from three (3) consecutive regular meetings of the Board, the Board may, by action taken at the meeting during which said third absence occurs, declare the office of said absent Director to be vacant.

6.2 Duties. The Board of Directors shall have all duties imposed upon it by the Declaration and imposed upon the Board of Directors of a condominium association by The Act, including, but not limited to, the following:

(a) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting when such is requested in writing by fifteen percent (15%) of the voting membership.

(b) To supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed.

(c) As more fully provided in Section 12 of the Declaration:

1. To fix the amount of the annual and special assessments against each unit for each assessment period at least thirty (30) days in advance of such date or period, and at the same time;

2. To send written notice of each assessment to every owner subject thereto.

(d) To issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has or has not been paid. Such certificate shall be conclusive evidence of the matters therein certified.

(e) As more fully provided in Section 15 of the Declaration, to obtain and maintain casualty and liability insurance policies as required by The Act.

ARTICLE VII

Officers

7.1 Officers. The officers shall be a President, a Vice President, a Secretary and a Treasurer. The President and the Vice President shall be selected from among the members of the Board of Directors. The offices of Secretary and Treasurer may be combined, and the person or persons holding such office or offices need not be a member of the Board of Directors. The offices of the President and Secretary may not be the same person.

7.2 Election. Officers shall be selected by majority vote of the Directors at the annual meeting of the Board of Directors held after each annual meeting of the Association.

7.3 Term. All officers shall hold office until their respective successors are elected and qualify, except that any officer may be removed by majority vote of the Board of Directors.

7.4 Duties. In addition to the duties customarily performed by officers of similar corporations, the officers of the Association shall have the following duties.

(a) The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out, and shall have the authority and power to execute on behalf of the Association bonds, mortgages, notes, contracts, leases and other documents and instruments.

(b) The Vice President shall perform all the duties of the President in his or her absence.

(c) The Secretary shall record the votes and keep the minutes of all proceeding of the Association in a book to be kept for that purpose. The Secretary shall sign all certificates of membership, keep the records of the Association, record in a book kept for that

purpose the names of all members of the Association together with their respective addresses as registered by such members and shall cause all notices to be given to Directors and members as required in these Bylaws.

(d) The Treasurer shall have the custody of the corporate funds and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He or she shall disburse the funds of the Association as may be ordered by the Board of Directors, provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board.

ARTICLE VIII Indemnification

As an inducement to the officers and directors of the Association to act on the Association's behalf, the Association shall, out of its general funds or by special assessment, indemnify and hold harmless, each officer or director acting in accordance with these By-Laws, including without limitation all actions taken in connection with the levying, collection and enforcement of assessments. All such indemnification shall be paid upon written request of such officer or director setting forth in reasonable detail the reason for such indemnification, which request shall be given to each of the officers of the Association.

ARTICLE IX Committees

9.1 Appointment. The Board of Directors may create and appoint members of the Association to serve as members of such committees as it may from time to time deem desirable to assist the Board of Directors in fulfilling the purposes of the Association.

9.2 Subcommittees. Each committee shall have the power to appoint a subcommittee from people among its membership and may delegate to any such subcommittee any of its powers, duties and functions.

9.3 Duties. Within such limitations as may be imposed by the Board of Directors, it shall be the duty of each committee to receive complaints from members of any matter involving Association functions, duties and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association as is further concerned with the matter presented.

ARTICLE X General Provisions

10.1 Seal. The Association shall have a corporate seal which shall have inscribed thereon the name of the association and the words "Corporate Seal - Georgia". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

The Board of Directors may from time to time authorize any other officer to affix the seal of the Association and to attest to such affixation by his signature.

10.2 Books and Records. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any members.

10.3 Fiscal Year. The fiscal year of the Association shall begin on January 1 and end on December 31, except that the initial fiscal year shall commence on the date the Declaration is filed for record in the Office of the Clerk of Superior Court of Chatham County, Georgia.

ARTICLE XI

Amendment

These Bylaws may be amended by two-thirds (2/3) vote of the members at any annual meeting of the Association or at a special meeting of the members called for that purpose, provided, however, that any matter stated herein to be or which is in fact governed by the Declaration may not be amended except as provided in the Declaration and The Act.

Exhibit "D"
PRESIDENT AND SECRETARY'S CERTIFICATION

We, Jon Burns & Terry Bork, the undersigned duly authorized President Secretary of Graham Association of Unit Owners, Inc., a Georgia non-profit corporation (the AAssociation@), do hereby certify that all notices were properly given and that this Amended and Restated Declaration of Condominium for The Graham Association of Unit Owners, Inc. was duly approved on the ___ of January 6, 2020, by a vote in excess of a 2/3 majority of the Association Members.

This ___ 6th ___ day of ___ January _____, 2020.

THE GRAHAM ASSOCIATION OF UNIT OWNERS, INC., (f/k/a The Graham Association of Apartment Owners) a Georgia non-profit corporation

Signed, sealed and delivered in the presence of:

Karri Gas

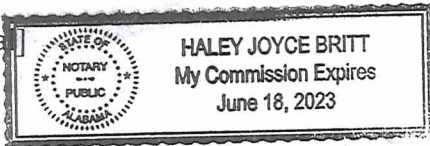
Unofficial Witness

Haley Joyce Britt

Notary Public

My Commission Expires: June 18, 2023

[Notary Seal]



By: _____

Its: President Jon Burns

Signed, sealed and delivered in the presence of:

Tametha J Hughes

Unofficial Witness

Terry Bork

Notary Public

My Commission Expires:

[Notary Seal]



By: _____

Its: Secretary Terry Bork

Signed, sealed and delivered in the presence of:

By: _____

Its: Board Member

Wilfrido S. Chaco

[Signature]
Unofficial Witness

Notary Public
My Commission Expires:



Signed, sealed and delivered
in the presence of:

By: _____
Its: Board Member

Unofficial Witness

Notary Public
My Commission Expires:

Signed, sealed and delivered
in the presence of:

By: [Signature]
Its: Board member

[Signature]
Unofficial Witness

Notary Public
My Commission Expires:



Signed, sealed and delivered
in the presence of:

• By: [Signature]
Its: Board Member

[Signature]
Unofficial Witness

Notary Public
My Commission Expires:

