

**THE MANOR
HOUSE**

AT 50 BISCAYNE

DISCLOSURE PACKAGE

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FOR
THE MANOR HOUSE AT 50 BISCAYNE, A CONDOMINIUM**

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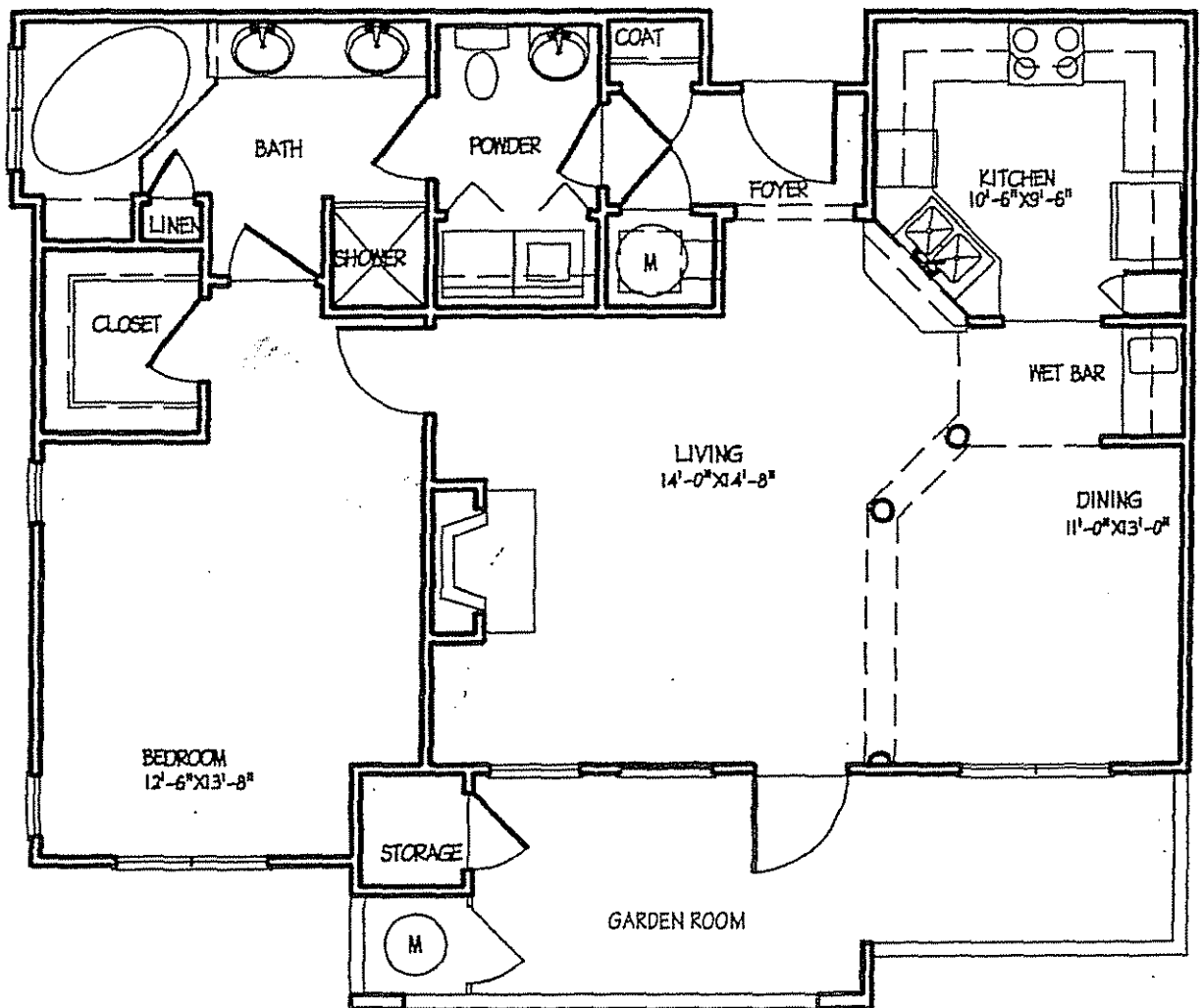
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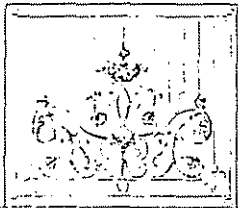
Floor Plans



THE MANOR HOUSE
LUXURY RESIDENCES

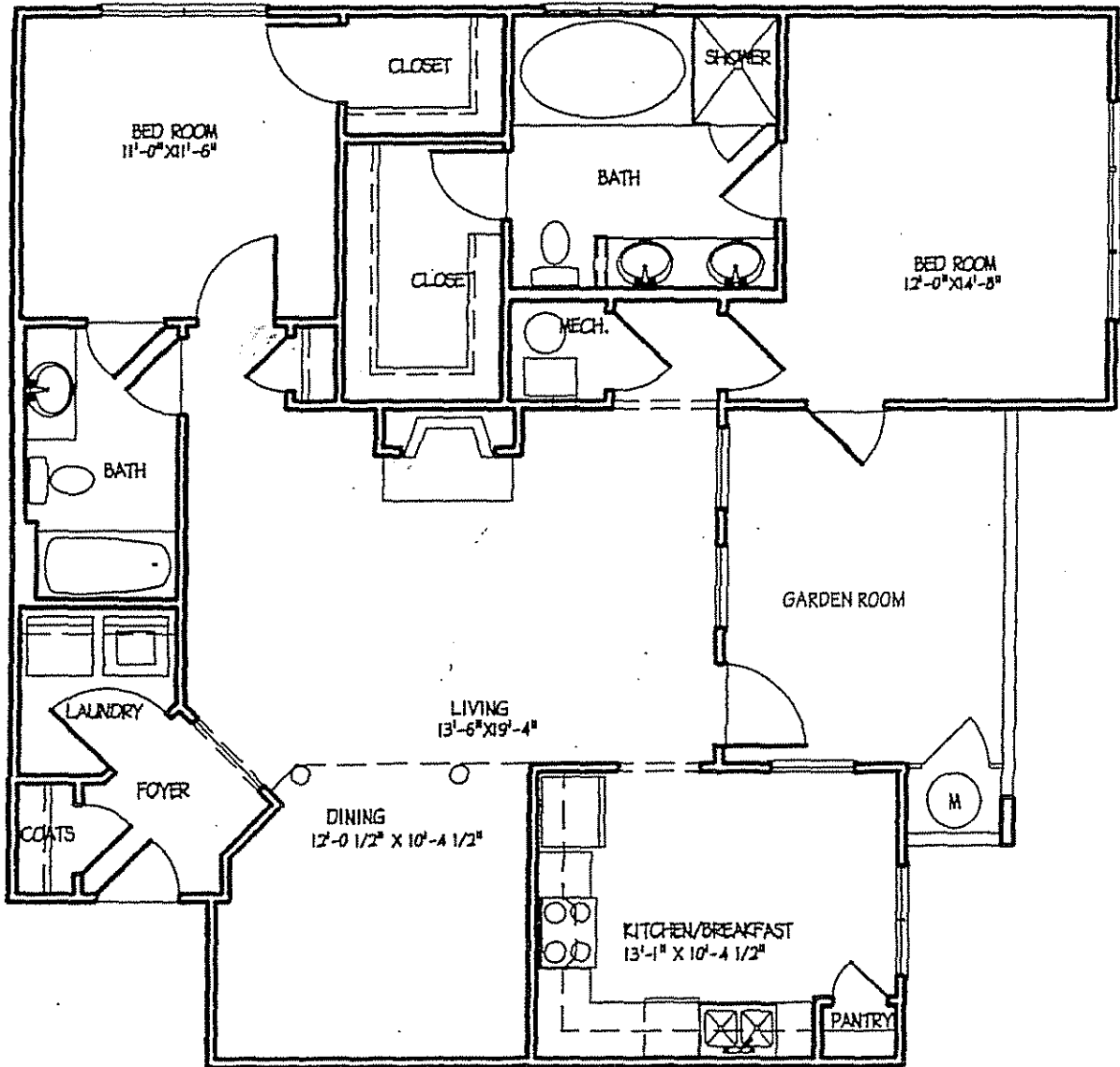
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THE MANOR HOUSE
LUXURY RESIDENCES

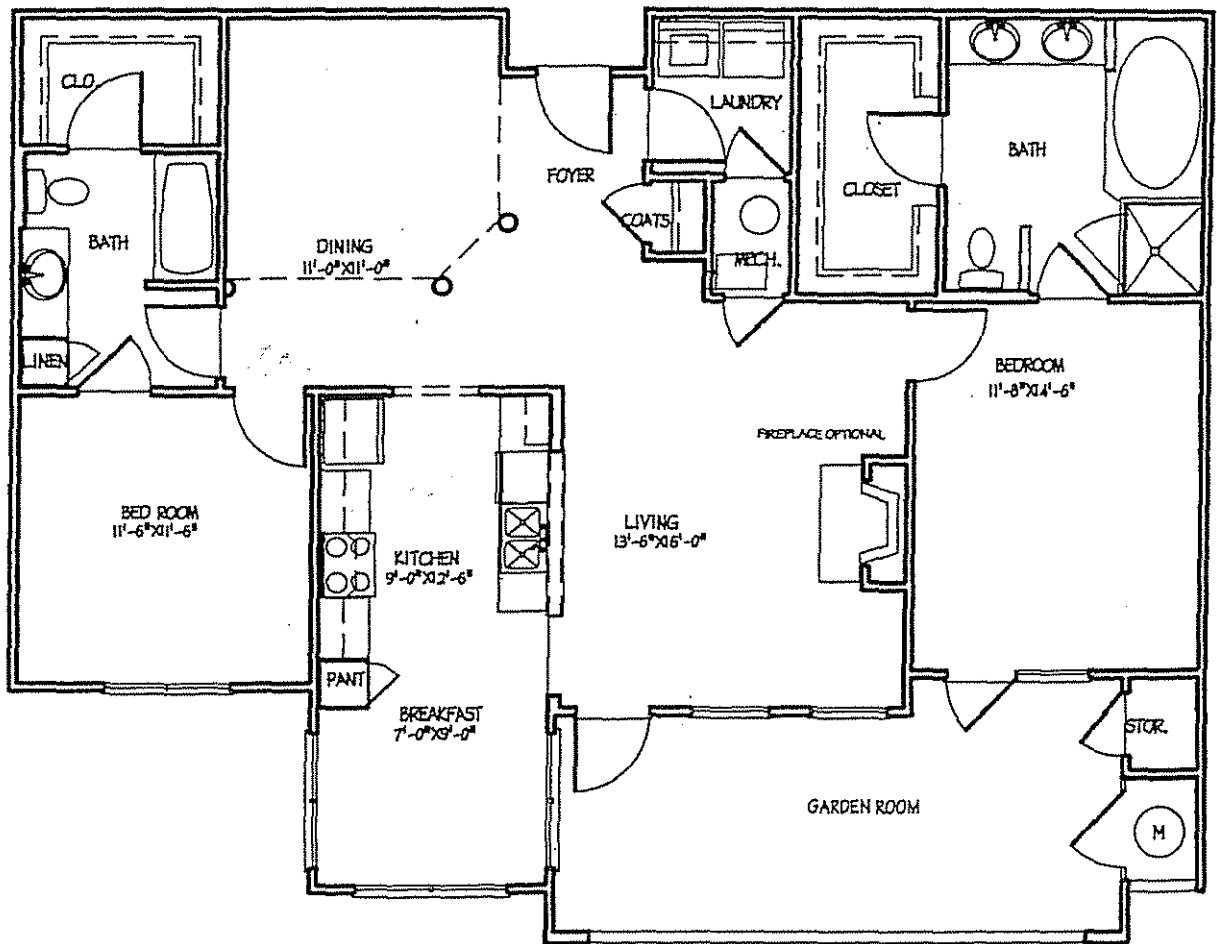
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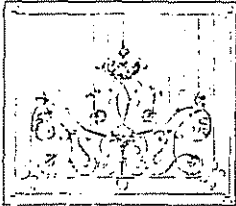




THE MANOR HOUSE
FIFTY BISCUITS

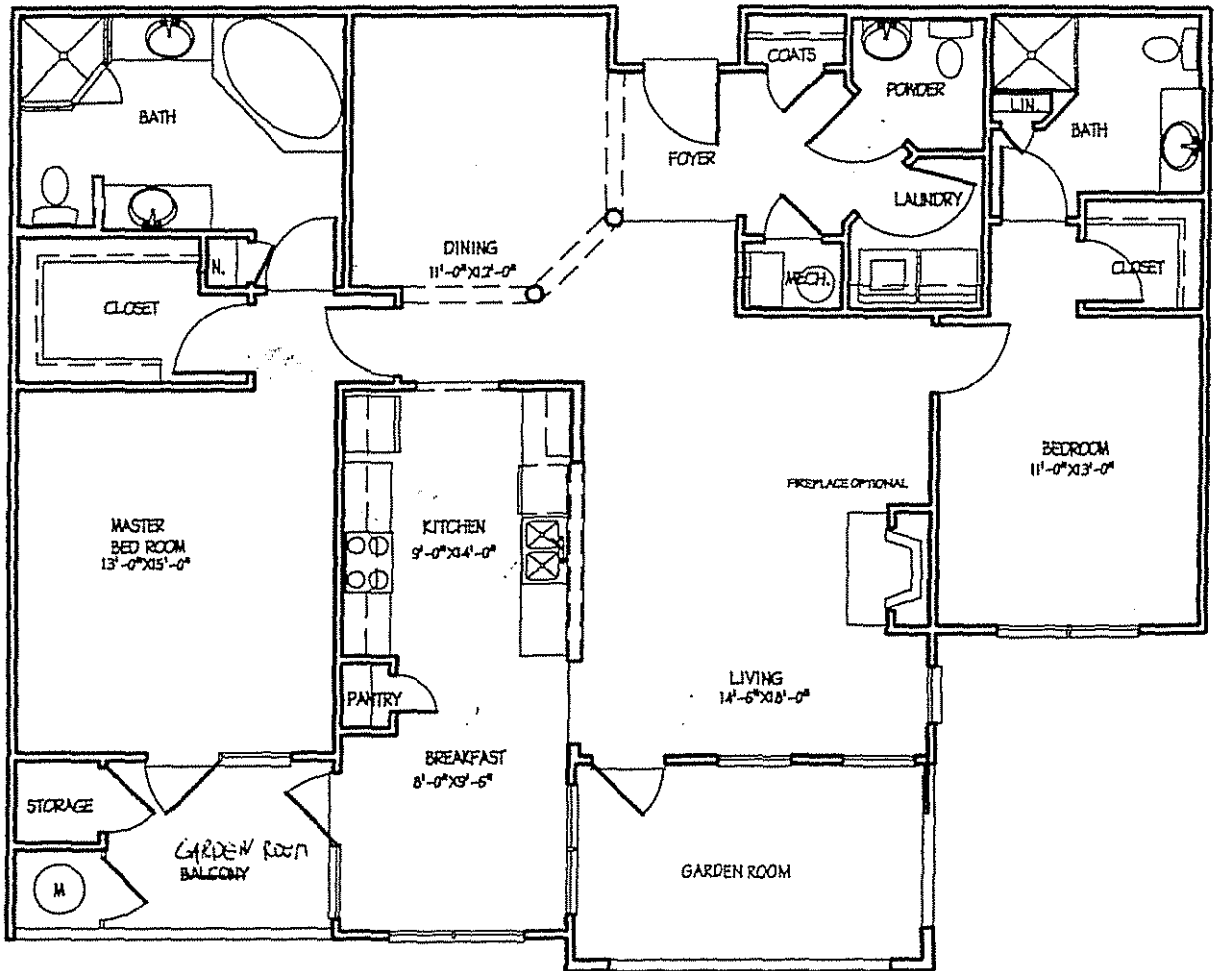
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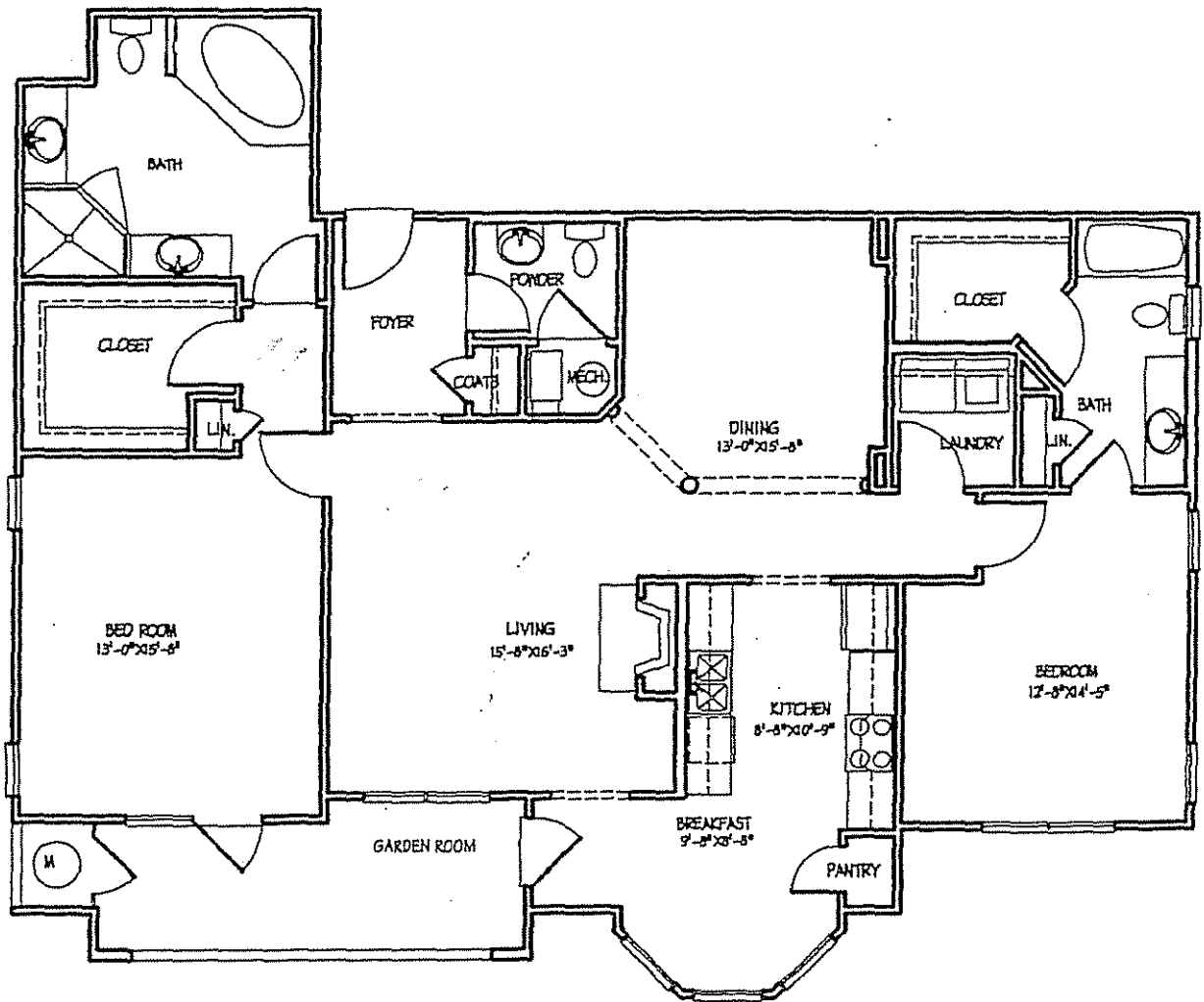
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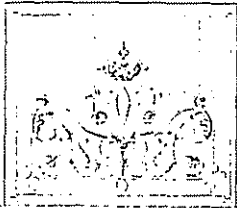
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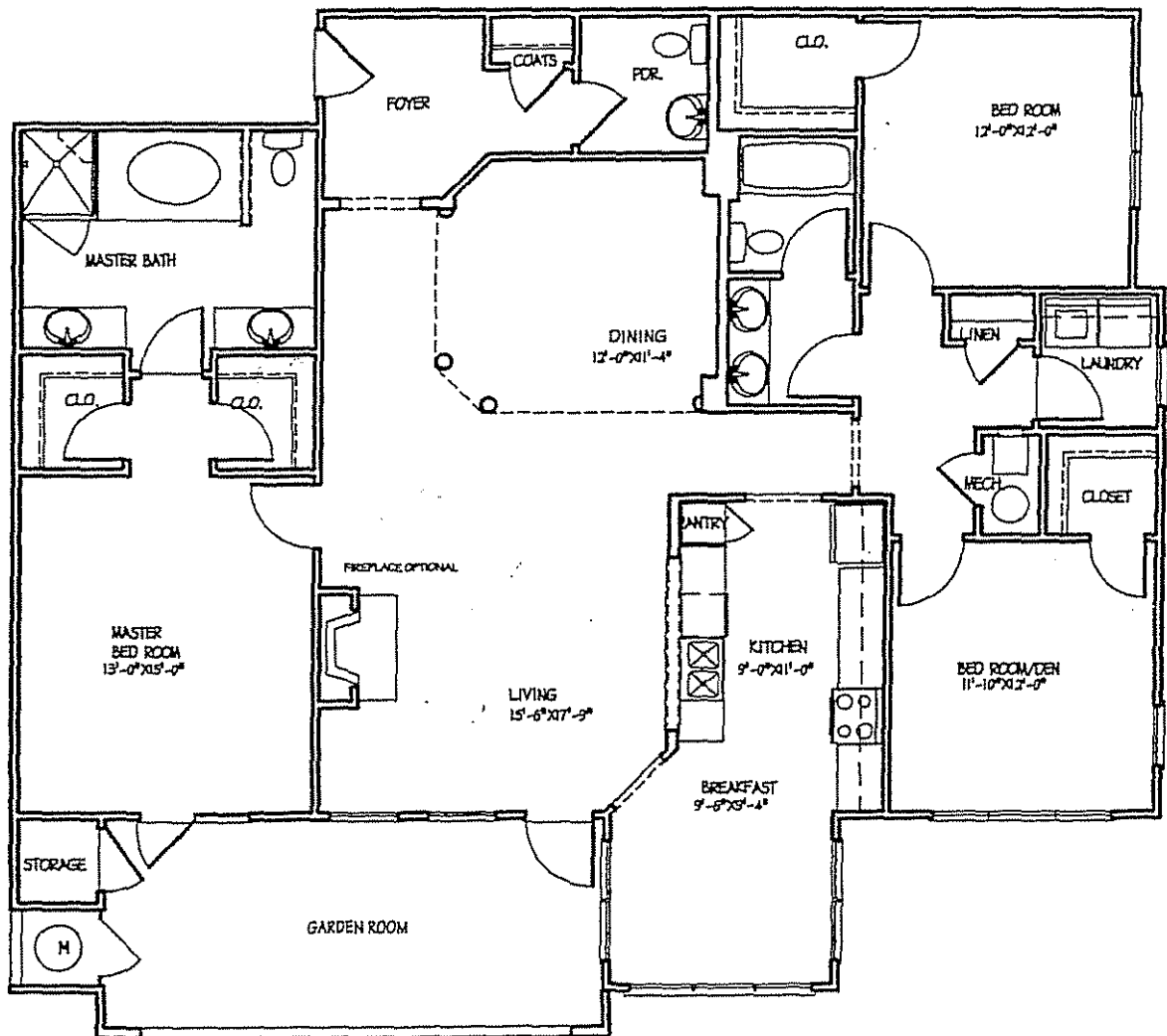
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THE MANOR HOUSE
LILLY BUCKLE

Blackland



SECTION 2

Declaration and Bylaws

Deed Book 31494 Pg 480
Filed and Recorded Dec-18-2001 03:40pm
2001-0323956
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia
1 10001 000 114 001 1100 00 0000 100 1001 11 0070 11 0004 11 0010 01 1001 001 1100 1 10001

Return to:
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DECLARATION OF CONDOMINIUM
FOR
THE MANOR HOUSE AT 50 BISCAVNE, A CONDOMINIUM

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

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STATE OF GEORGIA
COUNTY OF FULTON

DECLARATION OF CONDOMINIUM

FOR

THE MANOR HOUSE AT 50 BISCAYNE, A CONDOMINIUM

THIS DECLARATION is made on the date set forth below by Biscayne Associates, LLC, a Georgia limited liability company (hereinafter referred to as "Declarant");

WITNESETH

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

WHEREAS, a plat of survey related to the Condominium prepared by Virgil F. Gaddy & Associates dated December 4, 2017 and last amended on N/A, was filed in Condominium Plat Book 17, Page(s) 116-117, Fulton County, Georgia Records; and

WHEREAS, floor plans relating to the Condominium prepared by Pucciano & English, Inc. were filed in Condominium ~~File Cabinet No. 17~~, Folder No. 23-33, of the Fulton County, Georgia Records; and Floor Plan Book Pages

WHEREAS, Declarant desires to subject the real property described in Exhibit "A" hereto, including the improvements thereof, to the provisions of this Declaration and to the Georgia Condominium Act;

NOW, THEREFORE, Declarant hereby declares that the real property described in Exhibit "A" of this Declaration, including the improvements located thereon, is hereby submitted and made subject to the form of ownership set forth in the Georgia Condominium Act, and is hereby subjected to the provisions of this Declaration. By virtue of the recording of this Declaration, said property shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to provisions of the Georgia Condominium Act and the covenants, conditions, restrictions, easements, assessments, and liens set forth in this Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the real property subject to this Declaration, and shall be binding on all persons having any right, title or interest in all or any portion of the real property subject to this Declaration, their respective heirs, legal representatives, successors, successors-in-title and assigns, and shall be for the benefit of all owners of the property subject to this Declaration.

DECLARATION OF CONDOMINIUM

FOR

THE MANOR HOUSE AT 50 BISCAYPNE, A CONDOMINIUM

1. NAME.

The name of the condominium is The Manor House At 50 Biscayne, A Condominium (hereinafter sometimes called "The Manor House At 50 Biscayne" or the "Condominium", as further defined herein), which condominium is hereby submitted by Declarant to the Georgia Condominium Act, O.C.G.A. §44-3-70, et seq. (Michie 1982).

2. DEFINITIONS.

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

(a) Act shall mean the Georgia Condominium Act, O.C.G.A. §44-3-70, et seq. (Michie 1982), as such act may be amended from time to time.

(b) Additional Property shall mean that property described in Exhibit "C" attached hereto and incorporated herein which Declarant may, but shall have no obligation to, submit to the Condominium as provided in this Declaration.

(c) Architectural Control Committee or ACC shall mean the committee established to exercise the architectural review powers set forth in Paragraph 13 hereof.

(d) Area of Common Responsibility shall mean and refer to the Common Elements, together with those areas, if any, which by the terms of this Declaration or by contract or agreement with any other person or entity become the responsibility of the Association.

(e) Articles or Articles of Incorporation shall mean the Articles of Incorporation of The Manor House At 50 Biscayne Condominium Association, Inc., which have been filed with the Secretary of State of the State of Georgia.

(f) Association shall mean The Manor House At 50 Biscayne Condominium Association, Inc., a Georgia nonprofit corporation, its successors or assigns.

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

(h) Bylaws shall mean the Bylaws of The Manor House At 50 Biscayne Condominium Association, Inc., attached to this Declaration as Exhibit "E" and incorporated herein by this reference.

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

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

(k) Community-Wide Standard shall mean the standard of conduct, maintenance, or other activity generally prevailing within the Condominium. Such standard may be more specifically determined by the Board of Directors and the Architectural Control Committee.

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

(m) Condominium Instruments shall mean this Declaration and all exhibits to this Declaration, including the Bylaws of the Association, and the Survey and Floor Plans, all as may be supplemented or amended from time to time.

(n) Declarant shall mean Biscayne Associates, LLC, a Georgia limited liability company. its respective successors and assigns.

(o) Eligible Mortgage Holder shall mean those holders of first mortgages secured by Units in the Condominium who have requested notice of certain items as set forth in this Declaration.

(p) Floor Plans shall mean the floor plans for The Manor House At 50 Biscayne, A Condominium, filed in the condominium file cabinet of the Fulton County, Georgia records.

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

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

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

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

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

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

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

(x) Survey shall mean the plat of survey for The Manor House At 50 Biscayne, A Condominium, filed in the condominium plat book of the Fulton County, Georgia records.

(y) Unit shall mean that portion of the Condominium intended for individual ownership and use as more particularly described in this Declaration and shall include the undivided ownership in the Common Elements assigned to the Unit by this Declaration.

3. LOCATION, PROPERTY DESCRIPTION, PLATS AND PLANS.

The Condominium subject to this Declaration and the Act is located in Land Lot 111 of the 17th District of Fulton County, Georgia, being more particularly described in Exhibit "A" attached to this Declaration, which exhibit is specifically incorporated herein by this reference. The Survey and Floor Plans relating to the Condominium will be filed in the Fulton County, Georgia records at the time the Condominium property is submitted to this Declaration. The Survey and Floor Plans are incorporated herein by reference as fully as if the same were set forth in their entirety herein.

So long as Declarant owns a Unit, Declarant reserves the right, but shall have no obligation, to make improvements and changes to all or part of the Common Elements and the Units owned by Declarant (other than changes to the location of Unit boundaries unless expressly permitted herein), including, without limitation, addition and realignment of parking spaces, addition and reconfiguration of storage spaces, renovation and installation of changes to utility systems and facilities, rearrangement and installation of security and refuse facilities, work relating to building exteriors, and extension of the drives and utility lines and pipes located on the Condominium.

4. UNITS AND BOUNDARIES.

The Condominium will be divided into thirty (30) separate Units, the Common Elements and the Limited Common Elements. Each Unit consists of a dwelling and its appurtenant percentage of undivided interest in the Common Elements. Each Unit shall be conveyed as a separately designated and legally described freehold estate subject to the Act and the Condominium Instruments. The Units are depicted on the Survey and the Floor Plans. Each Unit includes that part of the structure which lies within the following boundaries:

(a) Vertical Boundaries. The perimetrical or vertical boundaries of each Unit shall be the vertical planes of the unexposed, unfinished surfaces of the gypsum board constituting the interior walls of the Unit and the wall of the Unit adjoining the hallway of the floor on which the Unit is located in the building. With respect to common walls between Units, the perimetrical or vertical boundary of the Units served hereby shall be the centerline of such wall. The vertical boundaries include the gypsum board on the Unit side of the walls, and they are extended to their intersections with each other and the upper and lower horizontal boundaries of the Unit.

(b) Horizontal Boundaries.

(i) If the Unit is on the top floor of the building, the upper horizontal boundary of each such Unit located in the Condominium is the centerline of the concrete slab between the ceiling comprising the uppermost story of such Unit and the roof of the building. The lower horizontal boundary of each such Unit located in the Condominium is the centerline of the concrete slab between the flooring comprising the lowermost story of such Unit and the ceiling comprising the uppermost story of the Unit below it.

(ii) If the Unit is on the bottom floor of the building, the upper horizontal boundary of each such Unit located in the Condominium is the centerline of the concrete slab between the ceiling comprising the uppermost story of such Unit and the flooring comprising the lowermost

story of the Unit above it. The lower horizontal boundary of each such Unit located in the Condominium is the centerline of the concrete slab between the flooring comprising the lowermost story of such Unit and the ceiling comprising the uppermost story of the parking garage below.

(iii) If the Unit is not on the top or bottom floors of the building, the upper horizontal boundary of each such Unit located in the Condominium is the centerline of the concrete slab between the ceiling comprising the uppermost story of such Unit and the flooring comprising the lowermost story of the Unit above it. The lower horizontal boundary of each such Unit located in the Condominium is the centerline of the concrete slab between the flooring comprising the lowermost story of such Unit and the ceiling comprising the uppermost story of the Unit below it.

(c) Additional Information to Interpret Unit Boundaries. Entry doors and exterior glass surfaces, including, but not limited to, windows and glass doors, serving the Unit shall be included within the boundaries of the Unit. Heating and air conditioning systems serving a single Unit (including any part of any such system located outside the boundaries of the Unit), all duct work for heating and air conditioning systems and appliances and plumbing fixtures within a Unit shall be part of the Unit.

If any chutes, flues, ducts, conduits, wires, pipes or other apparatus lies partially within and partially outside of the designated boundaries of the Unit, any portion thereof which serve only that Unit shall be deemed to be a part of that Unit, while any portions thereof which serve more than one Unit or any portion of the Common Elements shall be deemed a part of the Common Elements.

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

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

5. COMMON ELEMENTS.

The Common Elements consists of all portions of the Condominium not located within the boundaries of a Unit. The Common Elements include, without limitation, certain utilities, fences, entry feature, paving, walls, retaining walls, landscape areas, underground parking facility, mail area, the foundation, roof, exterior walls of the building, stairs, hallways, lobby, elevators, elevator shafts, elevator lobbies, mechanical room, electrical room, maintenance room, pool equipment room, trash chutes, trash rooms, telephone closet, fitness facility, swimming pool, pool bathhouse, covered patio, club/meeting room, executive center and limited access gated entry system.

Ownership of the Common Elements shall be by the Unit Owners as tenants-in-common. The percentage of undivided interest in and to the Common Elements attributable to each Unit is set forth on Exhibit "B". Such percentages of undivided interest may be altered only by the consent of all Owners and Mortgagees (or such lesser number of Owners and Mortgagees as may hereafter be prescribed by the Act) expressed in a duly recorded amendment to this Declaration.

The Common Elements shall remain undivided, and no Owner nor any other person shall bring any action for partition or division of the whole or any part thereof except as provided in the Act. Except as provided for Limited Common Elements or as otherwise provided herein, each Owner and the Association may use the Common Elements for the purposes for which they are intended, but no such use shall enter or encroach upon the lawful rights of the other Owners.

6. LIMITED COMMON ELEMENTS.

(a) The Limited Common Elements located on the Condominium and the Unit(s) to which they are assigned are:

(i) entry foyers, hallways, corridors, and stairs serving more than one (1) but less than all Units, as shown on the Floor Plans, are assigned as Limited Common Elements to the Units which they serve;

(ii) the portion of the Common Elements on which there is located any portion of the air conditioning or heating system exclusively serving a particular Unit or Units is assigned as Limited Common Element to the Unit or Units so served;

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

(iv) each Unit shall be initially assigned two (2) parking spaces which are assigned on Exhibit "D" attached hereto and incorporated herein by this reference and shown on the Floor Plans as a Limited Common Element assigned to the Unit. Parking spaces may be initially assigned or reassigned by amendment to this Declaration as provided in subparagraphs (b) and (c) below;

(v) any storage closet located adjacent to the deck or balcony attached to and serving only one (1) Unit that is assigned as a Limited Common Element to the Unit to which it is attached and which it serves;

(vi) any mechanical area located adjacent to the deck or balcony attached and serving only one (1) Unit that is assigned as a Limited Common Element to the Unit to which it is attached and which it serves;

(vii) a Unit may be assigned one (1) or more storage spaces in the underground parking facility which storage spaces are shown on the Floor Plans as Limited Common Elements. Storage spaces may be initially assigned or reassigned by amendment to this Declaration as provided in subparagraphs (b) and (c) below;

(viii) any terrace, deck or balcony attached to and serving only one (1) Unit is assigned as a Limited Common Element to the Unit to which it is attached and which it serves; and

(ix) each Unit is assigned one (1) mail slot in the mailroom.

(b) The Association's Board of Directors, without need for a membership vote, is hereby authorized to assign and to reassign Limited Common Elements and Common Elements not previously

assigned, provided that any such assignment or reassignment shall be made in accordance with the provisions of Section 44-3-82(b) and (c) of the Act. A Common Element not previously assigned as a Limited Common Element may be so assigned and a Limited Common Element may be reassigned by the Board, without the need for a vote of the Association, upon written application to the Association by the Unit Owner or Owners for whose exclusive use such Common Element is requested or whose use of the Limited Common Element previously assigned is directly affected. Upon such application, the Association shall prepare and execute an amendment to the Declaration assigning the Common Element as a Limited Common Element or reassigning the Limited Common Element, which amendment shall be executed by the Owner or Owners making such application. Such amendment shall be delivered and become effective as provided in Section 44-3-82 of the Act. For so long as the Declarant owns a Unit primarily for the purpose of sale, an amendment to assign a Common Element, not previously assigned as a Limited Common Element shall be executed by the officers of the Association, if the request is made by the Declarant. The Board has the right to approve or disapprove any such request made by any Person other than the Declarant.

(c) For so long as Declarant owns any Unit primarily for the purpose of sale, Declarant shall have the right to sell to Unit Owners one (1) or more parking spaces or storage spaces to be assigned as Limited Common Elements pursuant to subparagraphs (a) and (b) above. The proceeds of the sale of parking spaces or storage spaces as Limited Common Elements shall belong to the Declarant.

7. ASSOCIATION MEMBERSHIP AND ALLOCATION OF VOTES.

All Unit Owners, by virtue of their ownership of a fee or undivided fee interest in any Unit in the Condominium, excluding Persons holding such interest under a Mortgage, are members of The Manor House At 50 Biscayne Condominium Association, Inc., and except as otherwise provided herein or in the Bylaws, shall be entitled to vote on all matters upon which members of the Association are entitled to vote pursuant to the Declaration and in accordance with the Bylaws. Subject to the provisions of the Condominium Instruments, the Owner or collective Owners of a Unit shall be entitled to one (1) equally weighted vote for such Unit.

8. ALLOCATION OF LIABILITY FOR COMMON EXPENSES.

(a) Except as provided below, or elsewhere in the Act or Condominium Instruments, the amount of all Common Expenses shall be assessed against all the Units in accordance with the percentage of undivided interest in the Common Elements appurtenant to the Unit.

(b) The Board of Directors shall have the power to levy special assessments pursuant to this Paragraph and to Section 44-3-80(b) of the Act as, in its discretion, it shall deem appropriate. Failure of the Board of Directors to exercise its authority under this Paragraph shall not be grounds for any action against the Association or the Board of Directors and shall not constitute a waiver of the Board's right to exercise its authority under this Paragraph in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Paragraph.

(i) Any Common Expenses benefiting less than all of the Units or significantly disproportionately benefiting all Units may be specially assessed equitably among all of the Units which are benefited according to the benefit received. Except for expenses for maintenance, repair or replacement of Limited Common Elements, which may be specially assessed, expenses incurred for the maintenance, repair or replacement of the Area of Common Responsibility, shall not be specially assessed.

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

(c) The Condominium currently is served by a common gas meter and a common water meter and submeters for individual Units. The Board shall have the authority to assess individual Unit utilities usage charges, based on readings of the submeters, including a right to add a charge for the cost of overhead for such submetering and/or to install separate utility meters for the Units.

9. ASSOCIATION RIGHTS AND RESTRICTIONS.

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

(a) to enter into Units for maintenance, emergency, security, or safety purposes, which 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 reasonable notice to the Owner or Occupant of the Unit. For the purposes of this Paragraph, an emergency justifying immediate entry into a Unit shall include, but not be limited to the following situations: a water or other utility leak, fire, strong foul odor, obvious insect infestation or sounds indicating that a person or animal might be injured or sick and require immediate medical attention. No one exercising the rights granted in this subparagraph 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;

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

(c) to enforce use restrictions, other Declaration and Bylaws provisions, and rules and regulations by the imposition of reasonable monetary fines and suspension of use and voting privileges as provided in Section 44-3-76 of the Act, as amended;

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

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

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

(g) to acquire, hold, and dispose of tangible and intangible personal property and real property;

(h) at the sole expense of the Association, without need for a membership vote, and without the consent of any affected Unit Owner, to relocate any portion of the air conditioning, heating, plumbing, ventilating, exhaust or electrical system serving a particular Unit, provided that after such relocation, the

system serving the Unit functions at least as well and at no greater cost to the Unit Owner as existed prior to the relocation;

(i) to establish a construction deposit in a reasonable amount determined by the Board of Directors to be paid by all Owners making modifications, alterations or additions to their Units in order to protect the Condominium against damage due to the transportation and use of construction materials in the Condominium. Costs for repair of such damage may be deductible from the construction deposit and any additional expenses may be specifically assessed against the Unit under Paragraph 8(b)(ii) above; and

(j) to close permanently or temporarily any portion of the Common Elements (excluding the Limited Common Elements and any Common Elements the use of which is reasonably necessary for access to or from a Unit) with thirty (30) days prior notice to all Owners, except that, in emergency situations requiring a temporary closing, prior notice shall not be required so long as notice is given within three (3) days after the closing explaining the reason for the closing. Notwithstanding the above, the Owners may re-open closed Common Elements by a majority vote of the total Association vote, cast at a duly called special or annual meeting.

10. ASSESSMENTS.

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

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

All such assessments, together with charges, interest, costs, and reasonable attorney's fees actually incurred, and if the Board so elects, rents, in the maximum amount permitted by the Act, shall be a charge on the Unit and shall be a continuing lien upon the Unit against which each assessment is made. Such amounts shall also be the personal obligation of the Person who was the Owner of such Unit at the time when the assessment fell due. Each Owner and his or her grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance.

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

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

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

(ii) If part payment of assessments and related charges is made, the amount received may be applied first to costs and attorney's fees, then to late charges, then to interest, then to delinquent assessments, and then to current assessments.

(iii) If assessments, fines or other charges or any part thereof due from an Owner remain delinquent and unpaid for a period greater than fifteen (15) days from the date due, a notice of delinquency may be given to that Owner stating that if the assessment, fine or charge remains delinquent for more than ten (10) days from the date of the notice of delinquency, the Board of Directors may accelerate and declare immediately due all of that Owner's unpaid installments of the annual assessment and of any special assessment. If an Owner fails to pay all assessments and related charges currently due within ten (10) days of the date of the notice of delinquency, the Board of Directors may then accelerate and declare immediately due all installments of the annual assessment and of any special assessment, without any further notice being given to the delinquent Owner. Upon acceleration, that Owner shall thereby lose the privilege of paying the annual assessment in monthly installments for that fiscal year.

(iv) If assessments and other charges or any part thereof remain unpaid more than thirty (30) days after the assessment payments first become delinquent, the Association, acting through the Board of Directors, may institute suit to collect all amounts due pursuant to the provisions of the Declaration, the Bylaws, the Act and Georgia law, including reasonable attorneys' fees actually incurred, and suspend the Owner's and/or Occupant's right to vote and the right to use the Common Elements; provided, however, the Board may not limit ingress or egress. Enforcement under this subparagraph is not dependent upon or related to other restrictions and/or other actions.

(v) If any assessment or other charge is delinquent for thirty (30) days or more, in addition to all other rights provided in the Act and herein, the Association shall have the right upon ten (10) days written notice, and in compliance with any requirements set forth in the Act, to suspend any utility or service, the cost of which are a Common Expense, including, but not limited to, water, electricity, heat, air conditioning and cable television, to that Unit until such time as the delinquent assessments and all costs permitted under this Paragraph, including reasonable attorney's fees, are paid in full. Any costs incurred by the Association in discontinuing and/or reconnecting any utility service, including reasonable attorney's fees, shall be an assessment against the Unit.

Notwithstanding the above, the Board only may suspend any utility or service paid for as a Common Expense after a final judgment or judgments in excess of a total of \$750.00, or such other amount as required by the Act, are obtained in favor of the Association from a court of competent jurisdiction, the Association provides the notice required to be provided by the institutional provider of such service prior to suspension of such service, and the Association complies with any other requirements of Georgia law. A Unit Owner whose utility service has been suspended shall not be entitled to use any such services paid for as a Common Expense from

any source and any such unauthorized use shall be considered a theft of services under O.C.G.A. §16-8-6. The utility services shall not be required to be restored until all judgments are paid in full, at which time the Association shall direct the utility provider to restore the service.

(d) Computation of Operating Budget and Assessment. It shall be the duty of the Board at least twenty-one (21) days prior to the Association's annual meeting to prepare and deliver to each member a budget covering the estimated costs of operating the Condominium during the coming year and a notice of the assessments to be levied against each Unit for the following year. The budget and the assessment shall become effective unless disapproved at a duly called and constituted annual meeting of the Association by a vote of a majority of the total Association vote; provided, however, if a quorum is not obtained at the annual meeting, the budget shall become effective even though a vote to disapprove the budget could not be called at this meeting.

Notwithstanding the foregoing, in the event that the membership disapproves the proposed budget or the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the current year shall continue for the succeeding year. In such case, the Board may propose a new budget at any time during the year at a special meeting of the Association. The proposed budget and assessment shall be delivered to the members at least twenty-one (21) days prior to the proposed effective date thereof and at least seven (7) days prior to the special meeting. The approval procedure set forth above for budgets considered at annual meetings shall also apply to budgets considered at special meetings.

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

(f) Capital Reserve Budget and Contribution. After the expiration of the Declarant's right to appoint and remove officers and directors of the Association, pursuant to Article III, Section 2 of the Bylaws, the Board of Directors shall annually prepare a capital reserve budget which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital reserve contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital reserve budget, with respect both to amount and timing by equal annual assessments over the period of the budget. The annual capital reserve contribution required, if any, shall be fixed by the Board and included within the budget and assessment as provided in subparagraph (d) of this Paragraph. A copy of the capital reserve budget shall be distributed to each member in the same manner as the operating budget.

Notwithstanding any other provisions of this Declaration, during the time the Declarant appoints the directors and officers of the Association pursuant to Article III, Section 2 of the Bylaws. Declarant shall not be required to prepare a capital reserve budget, set any other capital reserve contribution, or otherwise collect amounts for capital reserves.

(g) Statement of Account. Any Owner, Mortgagee, or a Person having executed a contract for the purchase of a Unit, or a lender considering a loan to be secured by a Unit, shall be entitled, upon written request, to a statement from the Association setting forth the amount of assessments due and

unpaid, including any late charges, interest, fines, or other charges against a Unit. The Association shall respond in writing within five (5) days of receipt of the request for a statement; provided, however, the Association may require the payment of a fee, not exceeding ten dollars (\$10.00), or such higher amount as may be authorized by the Act, as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Unit as of the date specified therein.

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

(i) Working Capital Fund. The Declarant, on behalf of the Association, shall establish a working capital fund to meet unforeseen expenditures or to purchase any additional equipment or services. The Declarant may collect a non-refundable contribution to the working capital fund of the Association from the initial purchaser of each Unit in the amount of two (2) months of the general assessment charged to such Unit. The Declarant shall not use the working capital funds to defray any of its expenses, reserve contributions, or construction costs or to make up any budget deficits while it is in control of the Association.

11. INSURANCE.

The Association shall obtain and maintain at all times, as a Common Expense, insurance as required by Section 44-3-107 of the Act, as amended, and as required herein. The Association's insurance policy shall cover any of the following types of property contained within a Unit, regardless of ownership: (a) fixtures, improvements and alterations that are a part of the building or structure; and (b) appliances, such as those used for refrigerating, ventilating, cooking, dishwashing, laundering, security or housekeeping. In the alternative, the Association's insurance policy may exclude improvements and betterments made by the Unit Owner and may exclude the finished surfaces of perimeter and partition walls, floors, and ceilings within the Units (i.e., paint, wallpaper, paneling, other wall covering, tile, carpet and any floor covering; provided, however, floor covering does not mean unfinished hardwood or unfinished parquet flooring).

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

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

All insurance coverage for the Association shall be written in the name of the Association as trustee for itself, each of the Owners, and the Mortgagees of Owners, if any. It shall be the duty of the Board of Directors at least every two (2) years to conduct an insurance review to determine if the policy in force is 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 to verify that insurance policies in existence meet the needs of the Association and satisfy the requirements of Section 44-3-107 of the Act, as amended.

(a) The Board of Directors shall utilize reasonable efforts to secure a blanket hazard insurance policy providing "all risk" coverage in an amount equal to full replacement cost, before application of deductibles, of all improvements located on the Condominium. If "all risk" coverage is not reasonably available at reasonable cost, the Board shall obtain, at a minimum, fire and extended coverage, including coverage for vandalism and malicious mischief, in like amounts. The Board shall use reasonable efforts to obtain policies that will provide the following:

(i) the insurer waives its rights of subrogation of any claims against directors, officers, the managing agent, the individual Owners, Occupants, and their respective household members;

(ii) any "other insurance" clause contained in the master policy shall expressly exclude individual Unit Owners' policies from its operation;

(iii) until the expiration of thirty (30) days after the insurer gives notice in writing to the Mortgagee of any Unit, the Mortgagee's insurance coverage will not be affected or jeopardized by any act or conduct of the Owner of such Unit, the other Unit Owners, the Board of Directors, or any of their agents, employees, or household members, nor be canceled for nonpayment of premiums;

(iv) the master policy may not be canceled, substantially modified, or subjected to nonrenewal without at least thirty (30) days prior notice in writing to the Board of Directors and all Mortgagees of Units;

(v) an agreed value endorsement and an inflation guard endorsement; and

(vi) the deductible amount per occurrence for coverage required by the Act shall not exceed one thousand dollars (\$1,000.00).

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

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

(d) In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by individual Unit Owners or their Mortgagees. Each Unit Owner shall notify the Board of Directors of all structural improvements made by the Unit Owner to his or her Unit. Any Unit 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 canceled.

responsibilities. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

(c) Failure to Maintain. If the Board of Directors determines that any Owner has failed or refused to discharge properly his or her obligation with regard to the maintenance, repair, or replacement of items of which he or she is responsible hereunder, then, the Association shall give the Owner written notice of the Owner's failure or refusal and of the Association's right to provide necessary maintenance, repair, or replacement at the Owner's cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Board of Directors.

Unless the Board of Directors determines that an emergency exists, the Owner shall have ten (10) days within which to complete maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within ten (10) days. If the Board determines that: (i) an emergency exists or (ii) that an Owner has not complied with the demand given by the Association as herein provided; then the Association may provide any such maintenance, repair, or replacement at the Owner's sole cost and expense, and such costs shall be added to and become a part of the assessment to which such Owner is subject, shall become and be a lien against the Unit, and shall be collected as provided herein for the collection of assessments.

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

(d) Measures Related to Insurance Coverage.

(i) The Board of Directors, upon resolution, shall have the authority to require all or any Unit Owner(s) to do any act or perform any work involving portions of the Condominium which are the maintenance responsibility of the Unit Owner, which will, in the Board's sole discretion, decrease the possibility of fire or other damage in the Condominium, reduce the insurance premium paid by the Association for any insurance coverage or otherwise assist the Board in procuring or maintaining such insurance coverage. This authority shall include, but need not be limited to, requiring Owners to install and maintain smoke detectors, requiring Owners to certify that they have checked the batteries for their smoke detectors, requiring Owners to allow the Association to inspect the smoke detectors and replace batteries if needed on a schedule to be determined by the Board of Directors, requiring Owners to make improvements to the Owner's Unit, and such other measures as the Board may reasonably require so long as the cost of such work does not exceed three hundred dollars (\$300.00) per Unit in any twelve (12) month period.

(ii) In addition to, and not in limitation of, any other rights the Association may have, if any Unit Owner does not comply with any requirement made by the Board of Directors pursuant to subparagraph (d)(i) above, the Association, upon fifteen (15) days' written notice (during which period the Unit Owner may perform the required act or work without further liability), may perform such required act or work at the Unit Owner's sole cost. Such cost shall be an assessment and a lien against the Unit as provided herein. The Association shall have all

rights necessary to implement the requirements mandated by the Board pursuant to subparagraph (d)(i) of this Paragraph, including, but not limited to, a right of entry during reasonable hours and after reasonable notice to the Owner or Occupant of the Unit, except that access may be had at any time without notice in an emergency situation.

18. MORTGAGEE'S RIGHTS.

(a) Unless at least two-thirds (2/3) of the first Mortgagees or Unit Owners give their consent, the Association or the membership shall not:

- (i) by act or omission seek to abandon or terminate the Condominium;
- (ii) change the pro rata interest or obligations of any individual Unit for the purpose of (1) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (2) determining the pro rata share of ownership of each Unit in the Common Elements;
- (iii) partition or subdivide any Unit in any manner inconsistent with the provisions of this Declaration;
- (iv) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Elements (the granting of easements or licenses, as authorized herein, shall not be deemed a transfer within the meaning of this clause); or
- (v) use hazard insurance proceeds for losses to any portion of the Condominium (whether to Units or to Common Elements) for other than the repair, replacement, or reconstruction of such portion of the Condominium.

The provisions of this subparagraph shall not be construed to reduce the percentage vote that must be obtained from Mortgagees or Unit Owners where a larger percentage vote is otherwise required by the Act or the Condominium Instruments for any of the actions contained in this Paragraph.

(b) Where the Mortgagee holding a first Mortgage of record, a secondary purchase money Mortgage of record (provided that neither the grantee nor any successor grantee on the secondary purchase money Mortgage is the seller of the Unit) or other purchaser of a Unit obtains title pursuant to judicial or nonjudicial foreclosure of the Mortgage, it shall not be liable for the share of the Common Expenses or assessments by the Association chargeable to such Unit which became due prior to such acquisition of title. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from Owners of all the Units, including such acquirer, its successors and assigns. Additionally, such acquirer shall be responsible for all charges accruing subsequent to the passage of title, including, but not limited to, all charges for the month in which title is passed.

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

- (i) any condemnation loss or any casualty loss 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 sixty (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 sixty (60) days;
 - (iii) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; or
 - (iv) any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders, as specified herein.
- (d) Upon written request to the Association, identifying the name and address of the holder and the Unit number or address, any Eligible Mortgage Holder, or insurer or guarantor of a first mortgage on a Unit, will be entitled to timely written notice of:
- (i) any proposed amendment of the Condominium Instruments effecting a change in (a) the boundaries of any Unit or the exclusive easement rights appertaining thereto; (b) the interests in the Common Elements or Limited Common Elements appertaining to any Unit or the liability for Common Expenses appertaining thereto; (c) the number of votes in the Association appertaining to any Unit; or (d) the purposes to which any Unit or the Common Elements are restricted;
 - (ii) any proposed termination of the Condominium;
 - (iii) any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first Mortgage held by such Eligible Mortgage Holder;
 - (iv) any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a first Mortgage held by such Eligible Mortgage Holder which remains unsatisfied for a period of sixty (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 sixty (60) days;
 - (v) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; or
 - (vi) any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders, as specified herein.
- (e) Any holder of a first Mortgage shall be entitled, upon written request, to receive within a reasonable time after request, a copy of the financial statement of the Association for the immediately preceding fiscal year, free of charge to the Mortgagee so requesting.
- (f) Notwithstanding anything to the contrary herein contained, the provisions of Paragraphs 15 and 16 governing sales and leases shall not apply to impair the right of any first Mortgagee to:
- (i) foreclose or take title to a Unit pursuant to remedies contained in its Mortgage; or

- (ii) take a deed or assignment in lieu of foreclosure; or
- (iii) sell, lease, or otherwise dispose of a Unit acquired by the Mortgagee.

(g) No Priority. No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of the first mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Elements.

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

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

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

19. GENERAL PROVISIONS.

(a) SECURITY. THE ASSOCIATION OR THE DECLARANT MAY, BUT SHALL NOT BE REQUIRED TO, FROM TIME TO TIME, PROVIDE MEASURES OR TAKE ACTIONS WHICH DIRECTLY OR INDIRECTLY IMPROVE SAFETY ON THE CONDOMINIUM; HOWEVER, EACH OWNER, FOR HIMSELF OR HERSELF AND HIS OR HER TENANTS, GUESTS, LICENSEES, AND INVITEES, ACKNOWLEDGES AND AGREES THAT NEITHER THE ASSOCIATION NOR THE DECLARANT IS A PROVIDER OF SECURITY AND NEITHER PARTY SHALL HAVE A DUTY TO PROVIDE SECURITY ON THE CONDOMINIUM. FURTHERMORE, THE ASSOCIATION DOES NOT GUARANTEE THAT NON-UNIT OWNERS AND NON-OCCUPANTS WILL NOT GAIN ACCESS TO THE PROPERTY AND COMMIT CRIMINAL ACTS ON THE PROPERTY NOR DOES THE ASSOCIATION GUARANTEE THAT CRIMINAL ACTS ON THE PROPERTY WILL NOT BE COMMITTED BY OTHER UNIT OWNERS OR OCCUPANTS. IT SHALL BE THE RESPONSIBILITY OF EACH OWNER TO PROTECT HIS OR HER PERSON AND PROPERTY AND ALL RESPONSIBILITY TO PROVIDE SUCH SECURITY SHALL LIE SOLELY WITH EACH UNIT OWNER. NEITHER DECLARANT NOR THE ASSOCIATION SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SAFETY MEASURES UNDERTAKEN.

(b) Dispute Resolution. Prior to filing a lawsuit against the Association, the Board, or any officer, director, or property manager of the Association, a Unit Owner or Occupant must request and attend a hearing with the Board of Directors. Any such request shall be in writing and shall be personally delivered to any member of the Board of Directors or the property manager, if any, of the Association. The Owner or Occupant shall, in such request and at the hearing, make a good faith effort to explain the grievance to the Board and resolve the dispute in an amicable fashion, and shall give the Board a reasonable opportunity to address the Owner's or Occupant's grievance before filing suit. Upon receiving a request for a hearing, the Board shall give notice of the date, time and place of the hearing to the person

requesting the hearing. The Board shall schedule this hearing for a date not less than seven (7) nor more than twenty-one (21) days from the date of receipt of the request.

(c) Parking Spaces, Vehicles and Storage Spaces. Neither the Declarant nor the Association shall be held liable for loss or damage, including water or acid damage, to any property placed or kept in any parking space or storage space in the Condominium. Each Owner or Occupant with use of a parking space or storage space who places or keeps a vehicle and/or any personal property in the vehicle, parking space or storage space does so at his or her own risk.

(d) Unit Keys. Each Owner, by acceptance of a deed to a Unit, agrees to provide the Association with a key to the Unit to be used by the Association for maintenance, emergency, security or safety purposes as provided in Paragraph 9(a) of this Declaration and for pest control, if necessary, as provided in Paragraph 21(e) of this Declaration. Neither the Declarant nor the Association shall be liable for any loss or damage due to its holding such key, or use of such key for the purposes described above and each Unit Owner shall indemnify and hold harmless the Declaration, the Association and its officers and directors against any and all expenses, including attorney's fees, reasonably incurred by or imposed upon the Declarant, the Association or its officers or directors in connection with any action, suit, or other proceeding (including settlement of any such action, suit or proceeding) brought by the Unit Owner or the Unit Owner's family, tenants, guests, employees, invitees, or licensees against the Declarant, the Association, its officers or directors arising out of or relating to its holding or use of such key for the purposes described above.

(e) Right of Action. All Owners hereby acknowledge and agree that the Association shall not be entitled to institute any legal action against anyone on behalf of any or all of the Owners which is based on any alleged defect in any Unit or the Common Elements, or any damage allegedly sustained by any Owner by reason thereof, but rather, that all such actions shall be instituted by the Person(s) owning such Units or served by such Common Elements or allegedly sustaining such damage. Notwithstanding the above, once the Declarant no longer has the right to appoint and remove directors and officers, as set forth in Article III, Section 2 of the Bylaws, the Association Board of Directors may negotiate the resolution of any alleged defect(s) in the Common Elements and Area of Common Responsibility on behalf of the Unit Owners and shall have the right and authority to settle and release on behalf of any and all of the Unit Owners claims, causes of action, damages and suits involving the same. Any such settlement and release shall bind all Unit Owners and their successors and assigns.

(f) Successor Declarants. Any successor to the Declarant shall not be responsible or subject to liability by operation of law or through the purchase of Declarant's interest in the Condominium or any portion thereof at foreclosure or otherwise for any act, omission, or matter occurring or arising from any act, omission, or matter occurring prior to the time the successor succeeded to the interest of the Declarant.

(g) Disclosures. (i) the Condominium is located adjacent to Biscayne Drive and near Peachtree Road, the automobile traffic on which may create noise from time to time and which thoroughfares which could be improved or widened in the future; (ii) a concrete pad of an adjacent property located along the southern boundary of the Condominium encroaches onto the Condominium; (iii) a portion of the Condominium is located within a flood zone; (iv) the views from an Owner's Unit may change over time due to among other things, additional development and the removal or addition of landscaping; (v) no representations are made regarding the zoning of adjacent property, or that the category to which adjacent property is zoned may not change in the future; (vi) no representations are being made regarding which schools may now or in the future serve the Unit; (vii) since in every neighborhood there are conditions which different people may find objectionable, it is acknowledged

that there may be conditions outside of the Condominium property which an Owner or Occupant finds objectionable and that it shall be the sole responsibility of the Owners and Occupants to become acquainted with neighborhood conditions which could affect the Unit; (viii) no representations are made that the Unit is or will be soundproof or that sound may not be transmitted from one Unit to another; (ix) the Condominium Floor Plans and the dimensions and square footage calculations shown thereon are only approximations. Any Unit Owner who is concerned about any representations regarding the Floor Plans should do his/her own investigation as to the dimensions, measurements and square footage of his/her Unit; and (x) all Owners and Occupants acknowledge and understand that the Declarant will be renovating portions of the Condominium and engaging in other construction activities related to the construction of Common Elements and additional phases of the Condominium. Such renovation and construction activities may, from time to time, produce certain conditions on the Condominium, including, without limitation: (A) noise or sound that is objectionable because of its volume, duration, frequency or shrillness; (B) smoke; (C) noxious, toxic, or corrosive fumes or gases; (D) obnoxious odors; (E) dust, dirt or flying ash; (F) unusual fire or explosion hazards; and/or (G) other conditions that may threaten the security or safety of Persons on the Condominium. Notwithstanding the foregoing, all Owners and Occupants agree that such conditions on the Condominium resulting from renovation and construction activities shall not be deemed a nuisance and shall not cause Declarant and its agents to be deemed in violation of any provision of the Declaration.

20. EMINENT DOMAIN.

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

21. EASEMENTS.

(a) Use and Enjoyment. Each Unit Owner and Occupant shall have a right and a non-exclusive easement of use and enjoyment in and to the Common Elements (including the right of access, ingress and egress to and from his or her Unit over those portions of the Condominium designated for such purpose), and such non-exclusive easement shall be appurtenant to and shall pass with the title to such Unit, subject to (i) the rights of the Unit Owners to the exclusive use of the Limited Common Elements assigned to their respective Units; (ii) to the right of the Association to control the use and enjoyment of the Common Elements as provided by the terms of this Declaration including, but not limited to, the right of the Association to suspend voting and use privileges as provided herein; and (iii) the right of the Association to have access to the Units and Limited Common Elements assigned to a Unit to discharge its rights and obligations, under the Condominium Instruments, including without limitation, the maintenance responsibility of the Association.

(b) Support. Every portion of a Unit and all Limited Common Elements contributing to the support of an abutting Unit shall be burdened with a non-exclusive easement of support for the benefit of such abutting Unit.

(c) Encroachments. The Units and Common Elements shall be subject to non-exclusive easements of encroachment as set forth in the Act.

(d) Utilities. To the extent that the sprinkler system or any utility line, pipe, wire, or conduit serving any Unit, Units or the Common Elements shall lie wholly or partially within the boundaries of another Unit or the Common Elements, such other Unit, Units, or the Common Elements shall be burdened with a non-exclusive easement for the use, maintenance, repair and replacement of such sprinkler system, utility line, pipe, wire or conduit, such non-exclusive easement to be in favor of the Unit, Units, or Common Elements served by the same and the Association. It shall be the obligation of the benefited Owner to maintain, replace and repair any pipe, line, conduit, duct or wire owned by such Owner, even if such pipe, line conduit, duct or wire is located within the boundaries of a Unit of another Owner. In such circumstance, the benefited Owner shall repair all incidental damage to any Unit resulting from performance of any such work. All Unit Owners hereby covenant and agree that as finish levels can have varying degrees, such repairs will be complete only to the extent of being "paint-ready". Components that may require repair or replacement, such as tile and trim, will be reinstalled only to the extent of readily available materials or similar materials (trim and such will also be finished to "paint-ready"). Due to the uncontrollability of quality of repair, items such as faux paint treatment, wallpaper, ceiling/wall appliqué, and any other similar types of finishes, will not be the responsibility of the benefited Owner.

(e) Pest Control. The Association may but shall not be obligated to dispense chemicals for the extermination of insects and pests within the Units and Common Elements. In the event the Association chooses to provide such pest control, the Association and its duly authorized contractors, representatives, and agents shall have an easement to enter Units for the purpose of dispensing chemicals for the exterminating of insects and pests within the Units and Common Elements. Unit Owners shall either provide a key to the Unit for purpose of such entry or have someone available at such times as are designated by the Board of Directors to allow entry into the Unit for this purpose. The Association shall not be liable for any illness, damage, or injury caused by the dispensing of these chemicals for this purpose.

(f) Declarant Easements. For so long as Declarant owns any Unit primarily for the purpose of sale, Declarant and its duly authorized contractors, subcontractors, representatives, agents, associates, employees, tenants and successors and assigns shall have: (1) a non-exclusive easement for access and ingress to, egress from and use of the Common Elements for the placement and maintenance of signs, banners, balloons, decorations marketing materials and tables, a sales office, a leasing office, a business office, promotional facilities and model Units on any portion of the Condominium, together with such other facilities as in the opinion of Declarant may be reasonably required, convenient or incidental to the completion, renovation, improvement, development, sale or lease of any Unit; (2) a non-exclusive easement to use the Common Elements for special events and promotional activities; (3) a transferable, non-exclusive easement on, over, through, under and across the Common Elements and Limited Common Elements for the purpose of making improvements on the Condominium or any portion thereof, for the purpose of constructing, installing, replacing, repairing, restoring and maintaining all utilities, buildings, driveways, landscaping and any other improvements on the Condominium or serving the Condominium, and for the purpose of doing all things reasonably necessary and proper in connection therewith.

Furthermore, Declarant shall have an exclusive, perpetual and irrevocable right and license for itself, its agents, successors and assigns to use, sell, lease or assign any space on the roof of the Condominium building to any Person(s) for the construction, installation, use, maintenance, repair, replacement, improvement, removal and operation of telecommunication equipment; provided such space is not already assigned as a Limited Common Element to a Unit as of the date of the recording of this Declaration. Declarant shall have a non-exclusive, perpetual and irrevocable easement over the roof area to exercise its rights set forth above. Without limitation this easement shall include the right to construct, install, use, maintain, repair, replace, improve, remove and operate any type of telecommunication

equipment on the roof of the Condominium building. In addition, Declarant shall have a non-exclusive, perpetual and irrevocable easement over other portions of the Condominium for access to and from such roof area and to construct, install, use, maintain, repair, replace, improve, remove and operate any utility lines servicing such the telecommunications equipment. Notwithstanding the above, the Declarant shall install such utility lines in locations already used for such purposes or in which other utility lines are already located. Declarant and the Association hereby agree to indemnify each other for any damage or destruction caused to the property of the other in the exercise of any easement rights granted in this Declaration. The Declarant shall collect and retain any and all income received from the agreements described in this Paragraph.

(i) Declarant shall have an exclusive, perpetual easement for itself, its agents, successors and assigns over, across and to a certain space on the roof of the Condominium building, which area shall be specified and defined on the Floor Plans of the Condominium ("Roof Easement Area"), for such purposes as Declarant deems necessary, including, but not limited to, selling, leasing or assigning such space or a portion thereof for the construction, installation, use, maintenance, repair, replacement, improvement, removal and operation of telecommunication equipment ("Roof Easement"). The Roof Easement shall include the right of access to and from the Roof Easement Area over other portions of the Condominium and an easement over other portions of the Condominium to construct, install, use, maintain, repair, replace, improve, remove and operate any utility lines servicing the telecommunication or other equipment, items, or structures located on the Roof Easement Area.

(ii) For so long as Declarant owns any Unit primarily for the purpose of sale, Declarant and its duly authorized contractors, representatives, agents, and employees shall have: (1) a non-exclusive easement for use of the elevators and other Common Elements and the placement and maintenance of signs, a sales office, a business office, promotional facilities and model Units on the Condominium, together with such other facilities as in the opinion of Declarant may be reasonably required, convenient or incidental to the completion, renovation, improvement, development or sale of the Unit; and (2) a transferable, non-exclusive easement on, over, through, under and across the Common Elements and Limited Common Elements for the purpose of making improvements on the Condominium or any portion thereof, for the purpose of installing, replacing, repairing and maintaining all utilities serving the Condominium, and for the purpose of doing all things reasonably necessary and proper in connection therewith.

(g) Easements in Favor of Additional Property Owner. There is reserved to Declarant and its successors and assigns, including any purchaser of the Additional Property, a non-exclusive easement upon, across, above and under all property within the Condominium (including the Common Elements and Limited Common Elements) for purposes of developing the Additional Property whether or not it is developed as part of the Condominium. In accordance therewith and until such time as Declarant or its successors record an amendment to the Declaration effecting the submission of the Additional Property (which is not required), then it shall be expressly permissible for Declarant and its successors and assigns to maintain and carry on, upon such portion of the Condominium as Declarant may deem necessary, such facilities and activities as in the sole opinion of Declarant may be required, convenient or incidental to Declarant's development, construction and sales activities related to developing the Additional Property whether or not it is developed as part of the Condominium including, but without limitation, the following:

(i) the right of access, ingress and egress for vehicular and pedestrian traffic over, under, on or in the Condominium;

(ii) the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain and repair any device which provides utility or similar services, including, without limitation, electrical, telephone, natural gas, water, sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Condominium;

(iii) the right to carry on sales and promotional activities in the community and the right to construct and operate business offices, signs, construction trailers, residences, model Units, and sales offices. Declarant may use residences, offices or other Units owned or used by Declarant as model Units and sales offices.

Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the person causing the damage at his or her sole expense. This Paragraph shall not be amended without the Declarant's or Declarant's successor's and assign's express written consent, so long as the Additional Property has not been submitted to the Condominium.

22. AMENDMENTS.

Except where a higher vote is required for action under any other provisions of this Declaration or by the Act, in which case such higher vote shall be necessary to amend such provision, this Declaration may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the members of the Association holding two-thirds (2/3) of the total Association vote. As long as Declarant has the right to appoint the directors and officers of the Association as provided in Article III, Section 2 of the Bylaws, any amendment to this Declaration or the Bylaws shall require the written consent of Declarant. Notice of any meeting at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the President and Secretary of the Association and recorded in the Fulton County, Georgia land records.

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

- (a) Voting;
- (b) Assessments, assessment liens or subordination of such liens;
- (c) Reserves for maintenance, repair and replacement of the Common Elements;
- (d) Insurance or fidelity bonds;
- (e) Rights to use of the Common Elements;
- (f) Responsibility for maintenance and repair of the Condominium;

(g) Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium, except the submission of the Additional Property to the Condominium as set forth in this Declaration;

(h) Boundaries of any Unit;

(i) The interests in the Common Elements or Limited Common Elements;

(j) Convertibility of Units into Common Elements or of Common Elements into Units;

(k) Leasing of Units;

(l) Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his or her Unit in the Condominium;

(m) Establishment of self-management by the Condominium Association where professional management has been required by any of the agencies or corporations set forth below; and

(n) Amendment of any provisions which are for the express benefit of Eligible Mortgage holders or insurers or guarantors of first mortgages on Units in the Condominium.

Notwithstanding the foregoing, Declarant or the Board of Directors, without the necessity of a vote from the owners, may amend this Declaration to correct any scrivener's errors, comply with any applicable state, city or federal law, and/or to bring the Condominium into compliance with applicable rules and regulations of the Federal National Mortgage Association ("Fannie Mae"), the Department of Housing and Urban Development ("HUD") and the Veterans Administration ("VA") pursuant to federal law.

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

23. SEVERABILITY.

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

24. DECLARANT RIGHTS.

Notwithstanding anything to the contrary herein, and in addition to Declarant's right to appoint and remove officers and directors under Article III, Section 2 of the Bylaws and other rights set forth herein, Declarant shall have the right, as long as Declarant owns at least one Unit, to conduct such sales and marketing activities at the Condominium as Declarant deems appropriate for the sale or marketing of any Unit, and Declarant shall have easement rights across the Common Elements to erect signs and to conduct such other sales and marketing activity as provided herein.

25. EXPANSION OF THE CONDOMINIUM.

Declarant reserves the option to expand the Condominium by adding to the Condominium all or any part of the Additional Property on one (1) or more occasions. Except for zoning and other governmental requirements, there are no limitations as to the location of improvements on the Additional Property. The Additional Property may be added as a whole at one time or portions may be added at different times. There are no limitations fixing the boundaries of any portion of the Additional Property which may be submitted to the Declaration, and there are no limitations regulating the order in which portions of the Additional Property may be submitted to this Declaration. This option shall expire seven (7) years from the date of recording of this Declaration; provided, however, that Owners of Units to which two-thirds (2/3) of the total vote in the Association appertain, excluding any votes appurtenant to any Unit or Units then owned by the Declarant, may consent to the extension of this expansion option within one (1) year prior to the date upon which the option would have otherwise expired. The maximum number of Units that may be created on the Additional Property and added to the Condominium is eighty (80). The maximum average number of Units per acre that may be created on any portion of property added to the Condominium is eighty (80). No assurances are made that any improvements will be made on all or any of the Additional Property which may be submitted to the Declaration. The Additional Property shall be subject to the use restrictions set forth herein when it is added to the Condominium. No assurances are made that the units which may be built on all or any portion of the Additional Property will be substantially identical to the Units on the submitted property in any way whatsoever, including but not limited to the quality of construction, the principal materials to be used in such construction and architectural style. All improvements to be located on each portion of the Additional Property which is being submitted to the Condominium shall be substantially complete prior to its submission to the Condominium. The Declarant shall have the right to assign Limited Common Elements on the Additional Property in accordance with the provisions hereof. The undivided interests in the Common Elements are allocated among the Condominium Units on the submitted property on the basis of the square footage of each Unit in comparison to the square footage of all Units, and, upon the expansion of the Condominium to include any portion of the Additional Property, shall be reallocated among the Condominium Units on the submitted property and the Additional Property on the same basis. Any expansion under this Paragraph shall be effected by Declarant's executing and recording the amendments to this Declaration, the plats and the plans required by the Act, at Declarant's sole expense. The Condominium Units thereby created and added shall be owned by Declarant, but the Common Elements shall be owned by all of the Unit Owners.

26. PREPARER.

This Declaration was prepared by Linda B. Curry and Jane C. Kotake, Weissman, Nowack, Curry & Wilco, P.C., Two Midtown Plaza, 15th Floor, 1349 West Peachtree Street, Atlanta, Georgia 30309.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Declarant has executed this Declaration under seal this 28 day of November, 2001.

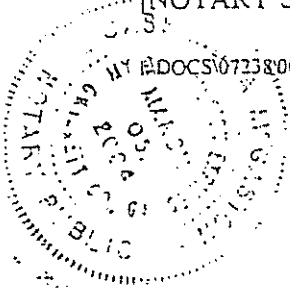
DECLARANT: BISCAYNE ASSOCIATES, LLC,
a Georgia limited liability company

By: [Signature] (SEAL)
Name: ROBERT M. ULLMANN
Its: MANAGING MEMBER

Signed, sealed, and delivered
this 28 day of November, 2001
in the presence of:

[Signature]
Witness

[Signature]
Notary Public
[NOTARY SEAL] Notary Public, Gwinnett County, Georgia
My Commission Expires March 5, 2004



MY \DOCS\07238\003\50 BiscayneDeclaration.10.doc

Deed Book 31494 Pg 525

EXHIBIT "A"

LEGAL DESCRIPTION OF SUBMITTED PROPERTY

Description of Residential Floors 1 and 2

All of the air space over and above a horizontal plane at an elevation of 836.0 feet above the National Geodetic Vertical Datum of 1929 Adjusted Mean Sea Level (being the finished floor elevation of Floor 1 of the building), and below a horizontal plane at an elevation of 855.34 feet above the National Geodetic Vertical Datum of 1929 Adjusted Mean Sea Level (being the finished floor elevation of Floor 3 of the building), lying within the boundary of the following described property:

All that tract or parcel of land lying in Land Lot 111 of the 17th District of Fulton County, Georgia and being more particularly described as follows:

To reach the point of beginning: Commence at an iron pin found (rebar) at a five foot mitre located on the southwesterly right-of-way of Biscayne Drive, a sixty foot right-of-way, fifty feet from the centerline of Peachtree Road, an eighty foot right-of-way, as measured at the intersection of the westerly right-of-way of Peachtree Road with the southwesterly right-of-way of Biscayne Drive; thence running along said right-of-way of Biscayne Drive N 67° 19' 29" W a distance of 255.87 feet to a point; thence leaving said right-of-way running S 19° 06' 27" W a distance of 5.00 feet to an iron pin found (rebar); thence running S 62° 04' 55" W a distance of 55.25 feet to the point of beginning. From the point of beginning thus established, running thence S 10° 09' 37" W a distance of 14.21 feet to a point, running thence S 79° 50' 23" E a distance of 7.67 feet to a point, running thence S 10° 09' 37" W a distance of 10.16 feet to a point, running thence S 79° 50' 23" E a distance of 2.00 feet to a point, running thence S 10° 09' 37" W a distance of 22.94 feet to a point, running thence N 79° 50' 23" W a distance of 2.00 feet to a point, running thence S 10° 09' 37" W a distance of 3.86 feet to a point, running thence N 79° 50' 23" W a distance of 1.00 feet to a point, running thence S 10° 09' 37" W a distance of 8.83 feet to a point, running thence N 79° 50' 23" W a distance of 4.00 feet to a point, running thence S 10° 09' 37" W a distance of 6.50 feet to a point, running thence N 79° 50' 23" W a distance of 0.67 feet to a point, running thence S 10° 09' 37" W a distance of 22.58 feet to a point, running thence N 79° 50' 23" W a distance of 10.59 feet to a point, running thence S 10° 09' 37" W a distance of 4.67 feet to a point, running thence N 79° 50' 23" W a distance of 17.00 feet to a point, running thence N 10° 09' 37" E a distance of 1.57 feet to a point, running thence N 79° 50' 23" W a distance of 33.61 feet to a point, running thence S 10° 09' 37" W a distance of 1.23 feet to a point, running thence N 79° 50' 23" W a distance of 14.97 feet to a point, running thence N 10° 09' 37" E a distance of 13.83 feet to a point, running thence N 79° 50' 23" W a distance of 11.42 feet to a point, running thence S 10° 09' 37" W a distance of 12.60 feet to a point, running thence N 79° 50' 23" W a distance of 23.03 feet to a point, running thence S 10° 09' 37" W a distance of 1.23 feet to a point, running thence N 79° 50' 23" W a distance of 14.97 feet to a point, running thence N 10° 09' 37" E a distance of 13.83 feet to a point, running thence N 79° 50' 23" W a distance of 11.42 feet to a point, running thence S 10° 09' 37" W a distance of 12.60 feet to a point,

EXHIBIT "A"

LEGAL DESCRIPTION OF SUBMITTED PROPERTY (Continued)

running thence N 79° 50' 23" W a distance of 3.03 feet to a point, running thence S 10° 09' 37" W a distance of 1.57 feet to a point, running thence N 79° 50' 23" W a distance of 23.10 feet to a point, running thence N 10° 09' 37" E a distance of 1.57 feet to a point, running thence N 79° 50' 23" W a distance of 42.48 feet to a point, running thence S 10° 09' 37" W a distance of 1.57 feet to a point, running thence N 79° 50' 23" W a distance of 23.10 feet to a point, running thence N 10° 09' 37" E a distance of 1.57 feet to a point, running thence N 79° 50' 23" W a distance of 6.15 feet to a point, running thence S 10° 09' 37" W a distance of 1.57 feet to a point, running thence N 79° 50' 23" W a distance of 23.10 feet to a point, running thence N 10° 09' 37" E a distance of 1.57 feet to a point, running thence N 79° 50' 23" W a distance of 9.36 feet to a point, running thence N 10° 09' 37" E a distance of 8.43 feet to a point, running thence N 79° 50' 23" W a distance of 11.83 feet to a point, running thence S 10° 09' 37" W a distance of 6.75 feet to a point, running thence N 79° 50' 23" W a distance of 41.42 feet to a point, running thence N 10° 09' 37" E a distance of 15.24 feet to a point, running thence S 79° 50' 23" E a distance of 3.67 feet to a point, running thence N 10° 09' 37" E a distance of 15.96 feet to a point, running thence S 79° 50' 23" E a distance of 4.00 feet to a point, running thence N 10° 09' 37" E a distance of 8.00 feet to a point, running thence S 79° 50' 23" E a distance of 2.83 feet to a point, running thence N 10° 09' 37" E a distance of 11.92 feet to a point, running thence N 79° 50' 23" W a distance of 8.00 feet to a point, running thence N 10° 09' 37" E a distance of 9.36 feet to a point, running thence N 79° 50' 23" W a distance of 2.00 feet to a point, running thence N 10° 09' 37" E a distance of 37.33 feet to a point, running thence N 79° 50' 23" W a distance of 1.33 feet to a point, running thence N 10° 09' 37" E a distance of 24.89 feet to a point, running thence S 79° 50' 23" E a distance of 14.60 feet to a point, running thence N 10° 09' 37" E a distance of 7.79 feet to a point, running thence S 79° 50' 23" E a distance of 11.02 feet to a point, running thence N 10° 09' 37" E a distance of 2.00 feet to a point, running thence S 79° 50' 23" E a distance of 22.94 feet to a point, running thence S 10° 09' 37" W a distance of 2.00 feet to a point, running thence S 79° 50' 23" E a distance of 3.70 feet to a point, running thence S 10° 09' 37" W a distance of 3.58 feet to a point, running thence S 79° 50' 23" E a distance of 10.28 feet to a point, running thence N 10° 09' 37" E a distance of 1.67 feet to a point, running thence S 79° 50' 23" E a distance of 17.36 feet to a point, running thence S 10° 09' 37" W a distance of 4.67 feet to a point, running thence S 79° 50' 23" E a distance of 10.50 feet to a point, running thence S 10° 09' 37" W a distance of 21.67 feet to a point, running thence S 79° 50' 23" E a distance of 0.67 feet to a point, running thence S 10° 09' 37" W a distance of 6.33 feet to a point, running thence N 79° 50' 23" W a distance of 4.67 feet to a point, running thence S 10° 09' 37" W a distance of 9.00 feet to a point, running thence N 79° 50' 23" W a distance of 4.60 feet to a point, running thence S 10° 09' 37" W a distance of 25.70 feet to a point, running thence N 79° 50' 23" W a distance of 2.00 feet to a point, running thence S 10° 09' 37" W a distance of 7.61 feet to a point, running thence N 79° 50' 23" W a distance of 8.00 feet to a point, running thence S 10° 09' 37" W a distance of 9.03 feet to a point, running thence S 79° 50' 23" E a distance of 22.40 feet to a point, running thence N 10° 09' 37" E a distance of 16.65 feet to a point, running thence S 79° 50' 23" E a distance of 4.20 feet to a point, running thence N 10° 09' 37" E a distance of 10.00 feet to a point, running thence S 79° 50' 23" E a distance of 20.80 feet to a point, running thence S 10° 09' 37" W a distance of 10.00 feet to a point, running thence S 79° 50' 23" E a distance of

EXHIBIT "A"

LEGAL DESCRIPTION OF SUBMITTED PROPERTY (Continued)

3.90 feet to a point, running thence S 10° 09' 37" W a distance of 17.90 feet to a point, running thence S 79° 50' 23" E a distance of 19.50 feet to a point, running thence N 10° 09' 37" E a distance of 10.13 feet to a point, running thence N 79° 50' 23" W a distance of 8.00 feet to a point, running thence N 10° 09' 37" E a distance of 9.36 feet to a point, running thence N 79° 50' 23" W a distance of 2.25 feet to a point, running thence N 10° 09' 37" E a distance of 23.10 feet to a point, running thence S 79° 50' 23" E a distance of 2.16 feet to a point, running thence N 10° 09' 37" E a distance of 3.03 feet to a point, running thence S 79° 50' 23" E a distance of 1.29 feet to a point, running thence N 10° 09' 37" E a distance of 27.08 feet to a point, running thence S 79° 50' 23" E a distance of 13.00 feet to a point, running thence N 10° 09' 37" E a distance of 3.66 feet to a point, running thence S 79° 50' 23" E a distance of 2.31 feet to a point, running thence N 10° 09' 37" E a distance of 1.00 feet to a point, running thence N 55° 09' 37" E a distance of 4.24 feet to a point, running thence S 79° 50' 23" E a distance of 4.00 feet to a point, running thence S 34° 50' 23" E a distance of 4.24 feet to a point, running thence S 10° 09' 37" W a distance of 1.00 feet to a point, running thence S 79° 50' 23" E a distance of 4.14 feet to a point, running thence N 10° 09' 37" E a distance of 2.00 feet to a point, running thence S 79° 50' 23" E a distance of 19.14 feet to a point, running thence S 10° 09' 37" W a distance of 2.00 feet to a point, running thence S 79° 50' 23" E a distance of 3.36 feet to a point, running thence S 10° 09' 37" W a distance of 36.50 feet to a point, running thence N 79° 50' 23" W a distance of 3.00 feet to a point, running thence S 10° 09' 37" W a distance of 7.68 feet to a point, running thence N 79° 50' 23" W a distance of 1.11 feet to a point, running thence S 10° 09' 37" W a distance of 7.07 feet to a point, running thence S 79° 50' 23" E a distance of 11.50 feet to a point, running thence N 10° 09' 37" E a distance of 13.83 feet to a point, running thence S 79° 50' 23" E a distance of 14.97 feet to a point, running thence S 10° 09' 37" W a distance of 1.33 feet to a point, running thence S 79° 50' 23" E a distance of 23.03 feet to a point, running thence S 10° 09' 37" W a distance of 10.50 feet to a point, running thence S 79° 50' 23" E a distance of 11.42 feet to a point, running thence N 10° 09' 37" E a distance of 13.83 feet to a point, running thence S 79° 50' 23" E a distance of 15.72 feet to a point, running thence S 10° 09' 37" W a distance of 1.51 feet to a point, running thence S 79° 50' 23" E a distance of 22.27 feet to a point, running thence N 10° 09' 37" E a distance of 6.34 feet to a point, running thence S 79° 50' 23" E a distance of 12.42 feet to a point, running thence N 10° 09' 37" E a distance of 1.42 feet to a point, running thence S 79° 50' 23" E a distance of 24.48 feet to the point of beginning.

The above described property is more particularly shown as Floors 1 and 2 on that certain survey for "The Manor House At 50 Biscayne, A Condominium", prepared by Virgil F. Gaddy & Associates, dated: December 14, 2001, said survey being incorporated herein and by this reference made a part of this description.

Description of Underground Parking Garage

All of the air space over and above a horizontal plane at an elevation of 808.0 feet above the National Geodetic Vertical Datum of 1929 Adjusted Mean Sea Level (being the finished floor elevation of Level 3 of the Garage Floor of the building), and below a horizontal

EXHIBIT "A"

LEGAL DESCRIPTION OF SUBMITTED PROPERTY (Continued)

plane at an elevation of 836.0 feet above the National Geodetic Vertical Datum of 1929 Adjusted Mean Sea Level (being the finished floor elevation of Floor 1 of the building), lying within the boundary of the following described property:

All that tract or parcel of land lying in Land Lot 111 of the 17th District of Fulton County, Georgia and being more particularly described as follows:

To reach the point of beginning: Commence at an iron pin found (rebar) at a five foot mitre located on the southwesterly right-of-way of Biscayne Drive, a sixty foot right-of-way, fifty feet from the centerline of Peachtree Road, an eighty foot right-of-way, as measured at the intersection of the westerly right-of-way of Peachtree Road with the southwesterly right-of-way of Biscayne Drive; thence running along said right-of-way of Biscayne Drive N 67° 19' 29" W a distance of 255.87 feet to a point; thence leaving said right-of-way running S 19° 06' 27" W a distance of 5.00 feet to an iron pin found (rebar); thence running S 57° 22' 52" W a distance of 50.17 feet to the point of beginning. From the point of beginning thus established, running thence S 10° 09' 37" W a distance of 60.00 feet to a point, running thence N 79° 50' 23" W a distance of 4.67 feet to a point, running thence S 10° 09' 37" W a distance of 32.18 feet to a point, running thence N 79° 50' 23" W a distance of 320.59 feet to a point, running thence N 10° 09' 37" E a distance of 16.83 feet to a point, running thence S 79° 50' 23" E a distance of 3.67 feet to a point, running thence N 10° 09' 37" E a distance of 26.39 feet to a point, running thence N 79° 50' 23" W a distance of 3.17 feet to a point, running thence N 10° 09' 37" E a distance of 56.27 feet to a point, running thence N 79° 50' 23" W a distance of 1.33 feet to a point, running thence N 10° 09' 37" E a distance of 24.89 feet to a point, running thence S 79° 50' 23" E a distance of 14.60 feet to a point, running thence N 10° 09' 37" E a distance of 7.79 feet to a point, running thence S 79° 50' 23" E a distance of 37.65 feet to a point, running thence S 10° 09' 37" W a distance of 3.58 feet to a point, running thence S 79° 50' 23" E a distance of 27.63 feet to a point, running thence S 10° 09' 37" W a distance of 3.00 feet to a point, running thence S 79° 50' 23" E a distance of 10.50 feet to a point, running thence S 10° 09' 37" W a distance of 6.39 feet to a point, running thence S 79° 50' 23" E a distance of 41.94 feet to a point, running thence N 10° 09' 37" E a distance of 2.16 feet to a point, running thence S 79° 50' 23" E a distance of 60.61 feet to a point, running thence S 10° 09' 37" W a distance of 37.67 feet to a point, running thence S 79° 50' 23" E a distance of 45.75 feet to a point, running thence N 10° 09' 37" E a distance of 18.00 feet to a point, running thence S 79° 50' 23" E a distance of 64.81 feet to a point, running thence S 10° 09' 37" W a distance of 9.51 feet to a point, running thence S 79° 50' 23" E a distance of 22.58 feet to the point of beginning.

The above described property is more particularly shown as Below Grade Parking Garage Levels 1 through 3 on that certain survey for "The Manor House At 50 Biscayne, A Condominium", prepared by Virgil F. Gaddy & Associates, dated: December 14, 2001, said survey being incorporated herein and by this reference made a part of this description.

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EXHIBIT "A"

LEGAL DESCRIPTION OF SUBMITTED PROPERTY (Continued)

Common Area

The Common Area shall consist of all the real property located at "The Manor House at 50 Biscayne, A Condominium" less and except Floors 1 through 6 of the building, lying within the boundary of the following described property:

All that tract or parcel of land lying in Land Lot 111 of the 17th District of Fulton County, Georgia and being more particularly described as follows:

To reach the point of beginning: Commence at an iron pin found (rebar) at a five foot mitre located on the southwesterly right-of-way of Biscayne Drive, a sixty foot right-of-way, fifty feet from the centerline of Peachtree Road, an eighty foot right-of-way, as measured at the intersection of the westerly right-of-way of Peachtree Road with the southwesterly right-of-way of Biscayne Drive; thence running along said right-of-way of Biscayne Drive N 67° 19' 29" W a distance of 255.87 feet to a point; thence leaving said right-of-way running S 19° 06' 27" W a distance of 5.00 feet to an iron pin found (rebar); said point being the True Point of Beginning; thence running S 19° 06' 27" W a distance of 148.13 feet to an iron pin found (rebar); thence running N 79° 51' 05" W a distance of 284.49 feet to an iron pin found (rebar); thence running N 80° 10' 24" W a distance of 245.03 feet to an iron pin found (rebar); thence running N 31° 01' 09" E a distance of 240.66 feet to a 60d nail found in tree root along the southwesterly right-of-way of Biscayne Drive a 60 foot right-of-way; thence running along said right-of-way S 67° 19' 55" E a distance of 82.98 feet to a point; thence running along said right-of-way along the arc of a curve to the left having a radius of 723.00 feet (being subtended by a chord bearing S 72° 33' 06" E a distance of 131.55 feet) an arc distance of 131.73 feet to a point; thence running along said right-of-way S 77° 46' 17" E a distance of 20.12 feet to a point; thence running along said right-of-way along the arc of a curve to the right having a radius of 591.76 feet (being subtended by a chord bearing S 72° 38' 59" E a distance of 105.65 feet) an arc distance of 105.80 feet to a point; thence running along said right-of-way S 67° 31' 40" E a distance of 133.50 feet to an iron pin found (rebar), said point being the True Point of Beginning.

Said Tract contains 2.175 acres and is described on that certain survey for "The Manor House At 50 Biscayne, A Condominium", prepared by Virgil F. Gaddy & Associates, dated: December 14, 2001, said survey being incorporated herein and by this reference made a part of this description.

Less and Except that portion of property known as Floors 1 through 6 of the building, which includes all of the air space over and above a horizontal plane at an elevation of 836.0 feet above the National Geodetic Vertical Datum of 1929 Adjusted Mean Sea Level (being the finished floor elevation of Floor 1 of the building), and below a horizontal plane at an elevation of 894.35 feet above the National Geodetic Vertical Datum of 1929 Adjusted Mean Sea Level (being ten feet above the finished floor elevation of Floor 6 of the building), lying within the boundary of the following described property:

EXHIBIT "A"LEGAL DESCRIPTION OF SUBMITTED PROPERTY (Continued)

All that tract or parcel of land lying in Land Lot 111 of the 17th District of Fulton County, Georgia and being more particularly described as follows:

To reach the point of beginning: Commence at an iron pin found (rebar) at a five foot mitre located on the southwesterly right-of-way of Biscayne Drive, a sixty foot right-of-way, fifty feet from the centerline of Peachtree Road, an eighty foot right-of-way, as measured at the intersection of the westerly right-of-way of Peachtree Road with the southwesterly right-of-way of Biscayne Drive; thence running along said right-of-way of Biscayne Drive N 67° 19' 29" W a distance of 255.87 feet to a point; thence leaving said right-of-way running S 19° 06' 27" W a distance of 5.00 feet to an iron pin found (rebar); thence running S 62° 04' 55" W a distance of 55.25 feet to the point of beginning. From the point of beginning thus established, running thence S 10° 09' 37" W a distance of 14.21 feet to a point, running thence S 79° 50' 23" E a distance of 7.67 feet to a point, running thence S 10° 09' 37" W a distance of 10.16 feet to a point, running thence S 79° 50' 23" E a distance of 2.00 feet to a point, running thence S 10° 09' 37" W a distance of 22.94 feet to a point, running thence N 79° 50' 23" W a distance of 2.00 feet to a point, running thence S 10° 09' 37" W a distance of 3.86 feet to a point, running thence N 79° 50' 23" W a distance of 1.00 feet to a point, running thence S 10° 09' 37" W a distance of 8.83 feet to a point, running thence N 79° 50' 23" W a distance of 4.00 feet to a point, running thence S 10° 09' 37" W a distance of 6.50 feet to a point, running thence N 79° 50' 23" W a distance of 0.67 feet to a point, running thence S 10° 09' 37" W a distance of 22.58 feet to a point, running thence N 79° 50' 23" W a distance of 10.59 feet to a point, running thence S 10° 09' 37" W a distance of 4.67 feet to a point, running thence N 79° 50' 23" W a distance of 17.00 feet to a point, running thence N 10° 09' 37" E a distance of 1.57 feet to a point, running thence N 79° 50' 23" W a distance of 33.61 feet to a point, running thence S 10° 09' 37" W a distance of 1.23 feet to a point, running thence N 79° 50' 23" W a distance of 14.97 feet to a point, running thence N 10° 09' 37" E a distance of 13.83 feet to a point, running thence N 79° 50' 23" W a distance of 11.42 feet to a point, running thence S 10° 09' 37" W a distance of 12.60 feet to a point, running thence N 79° 50' 23" W a distance of 23.03 feet to a point, running thence S 10° 09' 37" W a distance of 1.23 feet to a point, running thence N 79° 50' 23" W a distance of 14.97 feet to a point, running thence N 10° 09' 37" E a distance of 13.83 feet to a point, running thence N 79° 50' 23" W a distance of 11.42 feet to a point, running thence S 10° 09' 37" W a distance of 12.60 feet to a point, running thence N 79° 50' 23" W a distance of 3.03 feet to a point, running thence S 10° 09' 37" W a distance of 1.57 feet to a point, running thence N 79° 50' 23" W a distance of 23.10 feet to a point, running thence N 10° 09' 37" E a distance of 1.57 feet to a point, running thence N 79° 50' 23" W a distance of 42.48 feet to a point, running thence S 10° 09' 37" W a distance of 1.57 feet to a point, running thence N 79° 50' 23" W a distance of 23.10 feet to a point, running thence N 10° 09' 37" E a distance of 1.57 feet to a point, running thence N 79° 50' 23" W a distance of 6.15 feet to a point, running thence S 10° 09' 37" W a distance of 1.57 feet to a point, running thence N 79° 50' 23" W a distance of 23.10 feet to a point, running thence N 10° 09' 37" E a distance of 1.57 feet to a point, running thence N 79° 50' 23" W a distance of 9.36 feet to a point, running thence N 10° 09' 37" E a distance of 8.43 feet to a point, running thence N 79° 50' 23" W a distance of 11.83 feet to a point, running thence S 10° 09' 37" W a distance of 6.75 feet to a point, running thence N 79° 50' 23" W a

EXHIBIT "A"LEGAL DESCRIPTION OF SUBMITTED PROPERTY (Continued)

distance of 41.42 feet to a point, running thence N 10° 09' 37" E a distance of 15.24 feet to a point, running thence S 79° 50' 23" E a distance of 3.67 feet to a point, running thence N 10° 09' 37" E a distance of 15.96 feet to a point, running thence S 79° 50' 23" E a distance of 4.00 feet to a point, running thence N 10° 09' 37" E a distance of 8.00 feet to a point, running thence S 79° 50' 23" E a distance of 2.83 feet to a point, running thence N 10° 09' 37" E a distance of 11.92 feet to a point, running thence N 79° 50' 23" W a distance of 8.00 feet to a point, running thence N 10° 09' 37" E a distance of 9.36 feet to a point, running thence N 79° 50' 23" W a distance of 2.00 feet to a point, running thence N 10° 09' 37" E a distance of 37.33 feet to a point, running thence N 79° 50' 23" W a distance of 1.33 feet to a point, running thence N 10° 09' 37" E a distance of 24.89 feet to a point, running thence S 79° 50' 23" E a distance of 14.60 feet to a point, running thence N 10° 09' 37" E a distance of 7.79 feet to a point, running thence S 79° 50' 23" E a distance of 11.02 feet to a point, running thence N 10° 09' 37" E a distance of 2.00 feet to a point, running thence S 79° 50' 23" E a distance of 22.94 feet to a point, running thence S 10° 09' 37" W a distance of 2.00 feet to a point, running thence S 79° 50' 23" E a distance of 3.70 feet to a point, running thence S 10° 09' 37" W a distance of 3.58 feet to a point, running thence S 79° 50' 23" E a distance of 10.28 feet to a point, running thence N 10° 09' 37" E a distance of 1.67 feet to a point, running thence S 79° 50' 23" E a distance of 17.36 feet to a point, running thence S 10° 09' 37" W a distance of 4.67 feet to a point, running thence S 79° 50' 23" E a distance of 10.50 feet to a point, running thence S 10° 09' 37" W a distance of 21.67 feet to a point, running thence S 79° 50' 23" E a distance of 0.67 feet to a point, running thence S 10° 09' 37" W a distance of 6.33 feet to a point, running thence N 79° 50' 23" W a distance of 4.67 feet to a point, running thence S 10° 09' 37" W a distance of 9.00 feet to a point, running thence N 79° 50' 23" W a distance of 4.60 feet to a point, running thence S 10° 09' 37" W a distance of 25.70 feet to a point, running thence N 79° 50' 23" W a distance of 2.00 feet to a point, running thence S 10° 09' 37" W a distance of 7.61 feet to a point, running thence N 79° 50' 23" W a distance of 8.00 feet to a point, running thence S 10° 09' 37" W a distance of 9.03 feet to a point, running thence S 79° 50' 23" E a distance of 22.40 feet to a point, running thence N 10° 09' 37" E a distance of 16.65 feet to a point, running thence S 79° 50' 23" E a distance of 4.20 feet to a point, running thence N 10° 09' 37" E a distance of 10.00 feet to a point, running thence S 79° 50' 23" E a distance of 20.80 feet to a point, running thence S 10° 09' 37" W a distance of 10.00 feet to a point, running thence S 79° 50' 23" E a distance of 3.90 feet to a point, running thence S 10° 09' 37" W a distance of 17.90 feet to a point, running thence S 79° 50' 23" E a distance of 19.50 feet to a point, running thence N 10° 09' 37" E a distance of 10.13 feet to a point, running thence N 79° 50' 23" W a distance of 8.00 feet to a point, running thence N 10° 09' 37" E a distance of 9.36 feet to a point, running thence N 79° 50' 23" W a distance of 2.25 feet to a point, running thence N 10° 09' 37" E a distance of 23.10 feet to a point, running thence S 79° 50' 23" E a distance of 2.16 feet to a point, running thence N 10° 09' 37" E a distance of 3.03 feet to a point, running thence S 79° 50' 23" E a distance of 1.29 feet to a point, running thence N 10° 09' 37" E a distance of 27.08 feet to a point, running thence S 79° 50' 23" E a distance of 13.00 feet to a point, running thence N 10° 09' 37" E a distance of 3.66 feet to a point, running thence S 79° 50' 23" E a distance of 2.31 feet to a point, running thence N 10° 09' 37" E a distance of 1.00 feet to a point, running thence N 55° 09' 37" E a distance of 4.24 feet to a point, running thence S

LEGAL DESCRIPTION OF SUBMITTED PROPERTY (Continued)

79° 50' 23" E a distance of 4.00 feet to a point, running thence S 34° 50' 23" E a distance of 4.24 feet to a point, running thence S 10° 09' 37" W a distance of 1.00 feet to a point, running thence S 79° 50' 23" E a distance of 4.14 feet to a point, running thence N 10° 09' 37" E a distance of 2.00 feet to a point, running thence S 79° 50' 23" E a distance of 19.14 feet to a point, running thence S 10° 09' 37" W a distance of 2.00 feet to a point, running thence S 79° 50' 23" E a distance of 3.36 feet to a point, running thence S 10° 09' 37" W a distance of 36.50 feet to a point, running thence N 79° 50' 23" W a distance of 3.00 feet to a point, running thence S 10° 09' 37" W a distance of 7.68 feet to a point, running thence N 79° 50' 23" W a distance of 1.11 feet to a point, running thence S 10° 09' 37" W a distance of 7.07 feet to a point, running thence S 79° 50' 23" E a distance of 11.50 feet to a point, running thence N 10° 09' 37" E a distance of 13.83 feet to a point, running thence S 79° 50' 23" E a distance of 14.97 feet to a point, running thence S 10° 09' 37" W a distance of 1.33 feet to a point, running thence S 79° 50' 23" E a distance of 23.03 feet to a point, running thence S 10° 09' 37" W a distance of 10.50 feet to a point, running thence S 79° 50' 23" E a distance of 11.42 feet to a point, running thence N 10° 09' 37" E a distance of 13.83 feet to a point, running thence S 79° 50' 23" E a distance of 15.72 feet to a point, running thence S 10° 09' 37" W a distance of 1.51 feet to a point, running thence S 79° 50' 23" E a distance of 22.27 feet to a point, running thence N 10° 09' 37" E a distance of 6.34 feet to a point, running thence S 79° 50' 23" E a distance of 12.42 feet to a point, running thence N 10° 09' 37" E a distance of 1.42 feet to a point, running thence S 79° 50' 23" E a distance of 24.48 feet to the point of beginning.

The above described property is more particularly shown as Floors 1 through 6 on that certain survey for "The Manor House At 50 Biscayne, A Condominium", prepared by Virgil F. Gaddy & Associates, dated: December 14, 2001, said survey being incorporated herein and by this reference made a part of this description.

Notwithstanding any provision to the contrary contained herein, the Submitted Property shall not include any portion of the Air Rights that are more than fifteen (15) feet vertically from the exterior facade of the residential portion of the building structure as it exists as of the date of the recording of this Declaration.

Furthermore, notwithstanding any provision to the contrary contained herein, the Submitted Property shall exclude any other improvements and betterments existing as of the date of the recording of this Declaration other than Floors 1 and 2 and all attachments thereto.

The Air Rights above specifically include the reciprocal, non-exclusive easement of support (including the construction, use, maintenance, repair and replacement of the means of support) in the Submitted Property for, among other things, columns, caissons, beams, walls, foundations, footings, other support, load-bearing structures, and appurtenances as are called for in the plans and specifications for the development of the above-described property or as may from time to time become necessary or appropriate in connection with the development, maintenance and operation of the said property.

EXHIBIT "B"

Undivided Percentage Interest In The Common Elements
And Liabilities For Common Expenses

<u>Unit Number</u>	<u>Unit Type</u>	<u>Plan Name</u>	<u>Ownership Percentage</u>
1101	D	Blackland	4.316%
1102	A	Wesley	2.311%
1103	B	Tuxedo	3.180%
1104	B	Tuxedo	3.180%
1105	B1	Arden	2.935%
1107	B	Tuxedo	3.180%
1109	B	Tuxedo	3.180%
1110	C	Habersham	3.617%
1111	B	Tuxedo	3.180%
1112	C	Habersham	3.617%
1113	C	Habersham	3.617%
1114	D	Blackland	4.316%
1115	C	Habersham	3.617%
1117	A	Wesley	2.311%
2101	D	Blackland	4.316%
2102	A	Wesley	2.311%
2103	B	Tuxedo	3.180%
2104	B	Tuxedo	3.180%
2105	B1	Arden	2.935%
2106	C1	Lenox	3.706%
2107	B	Tuxedo	3.180%
2108	B	Tuxedo	3.180%
2109	B	Tuxedo	3.180%
2110	C	Habersham	3.617%
2111	B	Tuxedo	3.180%
2112	C	Habersham	3.617%
2113	C	Habersham	3.617%
2114	D	Blackland	4.316%
2115	C	Habersham	3.617%
2117	A	Wesley	2.311%
TOTAL:			100.000%

EXHIBIT "C"

DESCRIPTION OF ADDITIONAL PROPERTY

Description of Residential Floors 3 through 6

All of the air space over and above a horizontal plane at an elevation of 855.34 feet above the National Geodetic Vertical Datum of 1929 Adjusted Mean Sea Level (being the finished floor elevation of Floor 3 of the building) and below a horizontal plane at an elevation of 894.35 feet above the National Geodetic Vertical Datum of 1929 Adjusted Mean Sea Level (being ten (10) feet above the finished floor elevation of Floor 6 of the building), lying within the boundary of the following described property:

All that tract or parcel of land lying in Land Lot 111 of the 17th District of Fulton County, Georgia and being more particularly described as follows:

To reach the point of beginning: Commence at an iron pin found (rebar) at a five foot mitre located on the southwesterly right-of-way of Biscayne Drive, a sixty foot right-of-way, fifty feet from the centerline of Peachtree Road, an eighty foot right-of-way, as measured at the intersection of the westerly right-of-way of Peachtree Road with the southwesterly right-of-way of Biscayne Drive; thence running along said right-of-way of Biscayne Drive N 67° 19' 29" W a distance of 255.87 feet to a point; thence leaving said right-of-way running S 19° 06' 27" W a distance of 5.00 feet to an iron pin found (rebar); thence running S 62° 04' 55" W a distance of 55.25 feet to the point of beginning. From the point of beginning thus established, running thence S 10° 09' 37" W a distance of 14.21 feet to a point, running thence S 79° 50' 23" E a distance of 7.67 feet to a point, running thence S 10° 09' 37" W a distance of 10.16 feet to a point, running thence S 79° 50' 23" E a distance of 2.00 feet to a point, running thence S 10° 09' 37" W a distance of 22.94 feet to a point, running thence N 79° 50' 23" W a distance of 2.00 feet to a point, running thence S 10° 09' 37" W a distance of 3.86 feet to a point, running thence N 79° 50' 23" W a distance of 1.00 feet to a point, running thence S 10° 09' 37" W a distance of 8.83 feet to a point, running thence N 79° 50' 23" W a distance of 4.00 feet to a point, running thence S 10° 09' 37" W a distance of 6.50 feet to a point, running thence N 79° 50' 23" W a distance of 0.67 feet to a point, running thence S 10° 09' 37" W a distance of 22.58 feet to a point, running thence N 79° 50' 23" W a distance of 10.59 feet to a point, running thence S 10° 09' 37" W a distance of 4.67 feet to a point, running thence N 79° 50' 23" W a distance of 17.00 feet to a point, running thence N 10° 09' 37" E a distance of 1.57 feet to a point, running thence N 79° 50' 23" W a distance of 33.61 feet to a point, running thence S 10° 09' 37" W a distance of 1.23 feet to a point, running thence N 79° 50' 23" W a distance of 14.97 feet to a point, running thence N 10° 09' 37" E a distance of 13.83 feet to a point, running thence N 79° 50' 23" W a distance of 11.42 feet to a point, running thence S 10° 09' 37" W a distance of 12.60 feet to a point, running thence N 79° 50' 23" W a distance of 23.03 feet to a point, running thence S 10° 09' 37" W a distance of 1.23 feet to a point, running thence N 79° 50' 23" W a distance of 14.97 feet to a point, running thence N 10° 09' 37" E a distance of 13.83 feet to a point, running thence N 79° 50' 23" W a distance of 11.42 feet to a point, running thence S 10° 09' 37" W a distance of 12.60 feet to a point,

DESCRIPTION OF ADDITIONAL PROPERTY (Continued)

running thence N 79° 50' 23" W a distance of 3.03 feet to a point, running thence S 10° 09' 37" W a distance of 1.57 feet to a point, running thence N 79° 50' 23" W a distance of 23.10 feet to a point, running thence N 10° 09' 37" E a distance of 1.57 feet to a point, running thence N 79° 50' 23" W a distance of 42.48 feet to a point, running thence S 10° 09' 37" W a distance of 1.57 feet to a point, running thence N 79° 50' 23" W a distance of 23.10 feet to a point, running thence N 10° 09' 37" E a distance of 1.57 feet to a point, running thence N 79° 50' 23" W a distance of 6.15 feet to a point, running thence S 10° 09' 37" W a distance of 1.57 feet to a point, running thence N 79° 50' 23" W a distance of 23.10 feet to a point, running thence N 10° 09' 37" E a distance of 1.57 feet to a point, running thence N 79° 50' 23" W a distance of 9.36 feet to a point, running thence N 10° 09' 37" E a distance of 8.43 feet to a point, running thence N 79° 50' 23" W a distance of 11.83 feet to a point, running thence S 10° 09' 37" W a distance of 6.75 feet to a point, running thence N 79° 50' 23" W a distance of 41.42 feet to a point, running thence N 10° 09' 37" E a distance of 15.24 feet to a point, running thence S 79° 50' 23" E a distance of 3.67 feet to a point, running thence N 10° 09' 37" E a distance of 15.96 feet to a point, running thence S 79° 50' 23" E a distance of 4.00 feet to a point, running thence N 10° 09' 37" E a distance of 8.00 feet to a point, running thence S 79° 50' 23" E a distance of 2.83 feet to a point, running thence N 10° 09' 37" E a distance of 11.92 feet to a point, running thence N 79° 50' 23" W a distance of 8.00 feet to a point, running thence N 10° 09' 37" E a distance of 9.36 feet to a point, running thence N 79° 50' 23" W a distance of 2.00 feet to a point, running thence N 10° 09' 37" E a distance of 37.33 feet to a point, running thence N 79° 50' 23" W a distance of 1.33 feet to a point, running thence N 10° 09' 37" E a distance of 24.89 feet to a point, running thence S 79° 50' 23" E a distance of 14.60 feet to a point, running thence N 10° 09' 37" E a distance of 7.79 feet to a point, running thence S 79° 50' 23" E a distance of 11.02 feet to a point, running thence N 10° 09' 37" E a distance of 2.00 feet to a point, running thence S 79° 50' 23" E a distance of 22.94 feet to a point, running thence S 10° 09' 37" W a distance of 2.00 feet to a point, running thence S 79° 50' 23" E a distance of 3.70 feet to a point, running thence S 10° 09' 37" W a distance of 3.58 feet to a point, running thence S 79° 50' 23" E a distance of 10.28 feet to a point, running thence N 10° 09' 37" E a distance of 1.67 feet to a point, running thence S 79° 50' 23" E a distance of 17.36 feet to a point, running thence S 10° 09' 37" W a distance of 4.67 feet to a point, running thence S 79° 50' 23" E a distance of 10.50 feet to a point, running thence S 10° 09' 37" W a distance of 21.67 feet to a point, running thence S 79° 50' 23" E a distance of 0.67 feet to a point, running thence S 10° 09' 37" W a distance of 6.33 feet to a point, running thence N 79° 50' 23" W a distance of 4.67 feet to a point, running thence S 10° 09' 37" W a distance of 9.00 feet to a point, running thence N 79° 50' 23" W a distance of 4.60 feet to a point, running thence S 10° 09' 37" W a distance of 25.70 feet to a point, running thence N 79° 50' 23" W a distance of 2.00 feet to a point, running thence S 10° 09' 37" W a distance of 7.61 feet to a point, running thence N 79° 50' 23" W a distance of 8.00 feet to a point, running thence S 10° 09' 37" W a distance of 9.03 feet to a point, running thence S 79° 50' 23" E a distance of 22.40 feet to a point, running thence N 10° 09' 37" E a distance of 16.65 feet to a point, running thence S 79° 50' 23" E a distance of 4.20 feet to a point, running thence N 10° 09' 37" E a distance of 10.00 feet to a point, running thence S 79° 50' 23" E a distance of 20.80 feet to a point, running thence S 10° 09' 37" W a distance of 10.00 feet to a point, running thence S 79° 50' 23" E a distance of 3.90 feet to a point, running thence S 10° 09' 37" W a distance of 17.90 feet to a point,

DESCRIPTION OF ADDITIONAL PROPERTY (Continued)

running thence S 79° 50' 23" E a distance of 19.50 feet to a point, running thence N 10° 09' 37" E a distance of 10.13 feet to a point, running thence N 79° 50' 23" W a distance of 8.00 feet to a point, running thence N 10° 09' 37" E a distance of 9.36 feet to a point, running thence N 79° 50' 23" W a distance of 2.25 feet to a point, running thence N 10° 09' 37" E a distance of 23.10 feet to a point, running thence S 79° 50' 23" E a distance of 2.16 feet to a point, running thence N 10° 09' 37" E a distance of 3.03 feet to a point, running thence S 79° 50' 23" E a distance of 1.29 feet to a point, running thence N 10° 09' 37" E a distance of 27.08 feet to a point, running thence S 79° 50' 23" E a distance of 13.00 feet to a point, running thence N 10° 09' 37" E a distance of 3.66 feet to a point, running thence S 79° 50' 23" E a distance of 2.31 feet to a point, running thence N 10° 09' 37" E a distance of 1.00 feet to a point, running thence N 55° 09' 37" E a distance of 4.24 feet to a point, running thence S 79° 50' 23" E a distance of 4.00 feet to a point, running thence S 34° 50' 23" E a distance of 4.24 feet to a point, running thence S 10° 09' 37" W a distance of 1.00 feet to a point, running thence S 79° 50' 23" E a distance of 4.14 feet to a point, running thence N 10° 09' 37" E a distance of 2.00 feet to a point, running thence S 79° 50' 23" E a distance of 19.14 feet to a point, running thence S 10° 09' 37" W a distance of 2.00 feet to a point, running thence S 79° 50' 23" E a distance of 3.36 feet to a point, running thence S 10° 09' 37" W a distance of 36.50 feet to a point, running thence N 79° 50' 23" W a distance of 3.00 feet to a point, running thence S 10° 09' 37" W a distance of 7.68 feet to a point, running thence N 79° 50' 23" W a distance of 1.11 feet to a point, running thence S 10° 09' 37" W a distance of 7.07 feet to a point, running thence S 79° 50' 23" E a distance of 11.50 feet to a point, running thence N 10° 09' 37" E a distance of 13.83 feet to a point, running thence S 79° 50' 23" E a distance of 14.97 feet to a point, running thence S 10° 09' 37" W a distance of 1.33 feet to a point, running thence S 79° 50' 23" E a distance of 23.03 feet to a point, running thence S 10° 09' 37" W a distance of 10.50 feet to a point, running thence S 79° 50' 23" E a distance of 11.42 feet to a point, running thence N 10° 09' 37" E a distance of 13.83 feet to a point, running thence S 79° 50' 23" E a distance of 15.72 feet to a point, running thence S 10° 09' 37" W a distance of 1.51 feet to a point, running thence S 79° 50' 23" E a distance of 22.27 feet to a point, running thence N 10° 09' 37" E a distance of 6.34 feet to a point, running thence S 79° 50' 23" E a distance of 12.42 feet to a point, running thence N 10° 09' 37" E a distance of 1.42 feet to a point, running thence S 79° 50' 23" E a distance of 24.48 feet to the point of beginning.

The above described property is more particularly shown as Floors 3 and above on that certain survey for "The Manor House At 50 Biscayne, A Condominium", prepared by Virgil F. Gaddy & Associates, dated: December 14, 2001, said survey being incorporated herein and by this reference made a part of this description.

The Air Rights above specifically include the reciprocal, non-exclusive easement of support (including the construction, use, maintenance, repair and replacement of the means of support) in the Additional Property for, among other things, columns, caissons, beams, walls, foundations, footings, other support, load-bearing structures, and appurtenances as are called for in the plans and specifications for the development of the above-described property or as may from time to time become necessary or appropriate in connection with the development, maintenance and operation of the said property.

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

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

(ii) public liability insurance in amounts no less than required by Section 44-3-107 of the Act, as amended, and officers' and directors' liability insurance in such amounts as the Board may determine. The public liability insurance shall contain a cross liability endorsement;

(iii) fidelity bonds, if reasonably available, covering officers, directors, employees, and other persons who handle or are responsible for handling Association funds. Such bonds, if reasonably available, shall be in an amount consistent 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 in the custody of the Association at any time during the term of the bond; 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; and

(iv) such other insurance as the Board of Directors may determine to be necessary.

(f) Insurance carried by the Association as a Common Expense shall not be required to include: (1) any part of a Unit which is not depicted on the original Survey and Floor Plans; or (2) any part of a Unit that was not included as part of the collateral for the initial loan made for the initial purchase of the Unit, nor shall the Association include public liability insurance for individual Owners for liability arising within the Unit.

(g) 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 Unit Owner and the Mortgagee. This is a covenant for the benefit of any such Mortgagee and may be enforced by any such Mortgagee.

(h) Every Unit 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. Upon request by the Board, the Unit Owner shall furnish a copy of such insurance policy or policies to the Association. In the event that any such Unit Owner fails to obtain insurance as required by this subparagraph, the Association may purchase such insurance on behalf of the Unit Owner and assess the cost thereof to the Unit Owner, to be collected in the manner provided for collection of assessments under Paragraph 10 hereof.

(i) Insurance Deductibles. 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 this, if the insurance policy provides that the deductible will apply to each Unit separately or to each occurrence, each Unit Owner shall be responsible for paying the deductible pertaining to his or her Unit, if any. If any Owner or Owners fail to pay the deductible when required under this subparagraph, then the Association may pay the deductible and assess the cost to the Owner or Owners pursuant to Paragraph 8 of this Declaration; provided, however, where the deductible is for insurance required under the Act, no Owner shall be assigned more than one thousand dollars (\$1,000.00), or such higher amount as authorized by the Act, as the cost of the deductible for any one occurrence.

(j) Payment of Claims to Delinquent Owners. 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 owed to the Association under Paragraph 10 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 Unit Owner.

12. REPAIR AND RECONSTRUCTION.

In the event of damage to or destruction of all or any part of the Condominium as a result of fire or other casualty, unless eighty percent (80%) of the Unit Owners, including the Owner or Owners of any damaged Unit or Units, vote not to proceed with the reconstruction and repair of the structure, the Board of Directors or its duly authorized agent shall arrange for and supervise the prompt repair and restoration of the structure. In the event of substantial damage or destruction, each holder of a first Mortgage shall be entitled to written notice of the damage, and nothing in these documents shall be construed to afford a priority to any Unit Owner with respect to the distribution of proceeds to any such Unit.

(a) Cost Estimates. Immediately after a fire or other casualty causing damage to the Condominium, the Board of Directors shall obtain reliable and detailed estimates of the cost of repairing and restoring the structures (including any damaged Unit) to substantially the condition 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(s) damaged in proportion to the damage to the Units or against all Owners, in the case of insufficient funds to cover damage to the Common Elements. This assessment shall not be considered a special assessment as discussed in Paragraph 10(e). If 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) Floor Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the Floor Plans and specifications under which the Condominium was originally constructed, except where changes are necessary to comply with current applicable building codes or where improvements not in accordance with the original Floor Plans and specifications are approved by

the Board of Directors. To the extent insurance proceeds are available, the Association may reconstruct or repair Owner improvements damaged as a result of fire or other casualty.

(d) Encroachments. Encroachments upon or in favor of Units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis for any proceeding or action by the Unit Owner upon whose property such encroachment exists, provided that such reconstruction was substantially in accordance with the architectural plans under which the Condominium was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the reconstructed building shall stand.

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

13. ARCHITECTURAL CONTROLS.

(a) During Declarant Control. During the time in which the Declarant has the right to appoint directors and officers of the Association under Article III, Section 2 of the Bylaws there shall be no Architectural Control Committee and all encroachments onto the Common Elements or Limited Common Elements, exterior change, alteration or construction (including painting and landscaping), and any erection, placement or posting of any object, sign, clothesline, speaker, playground equipment, light, fountain, flag, or thing on the exterior or roof of the building, in any windows (except window treatments as provided herein), or on any Limited Common Elements or any Common Elements, must receive the prior written approval of the Declarant. However, a mezuzah or comparable religious symbol not larger than three inches (3") in width and nine inches (9") in height may be posted on the door frame of the Unit and reasonable seasonal decorative lights may be displayed between Thanksgiving and January 15th. Granting or withholding such approval shall be within the sole discretion of the Declarant. All references in the Condominium Instruments to the Architectural Control Committee or ACC shall refer to the Declarant during the period the Declarant has the right to appoint the officers and directors of the Association.

(b) After Declarant Control. After such time as the Declarant's rights to appoint officers and directors of the Association as provided in Article III, Section 2 of the Bylaws has expired, an Architectural Control Committee shall be appointed by the Board of Directors and except for the Declarant, so long as the Declarant shall own a Unit for sale, no Owner, Occupant, or any other person may make any encroachment onto the Common Elements or Limited Common Elements, or make any exterior change, alteration, or construction (including painting and landscaping), nor erect, place or post any object, sign, clothesline, speaker, playground equipment, light, fountain, flag, or thing on the exterior or roof of the building, in any windows (except window treatments as provided herein), on any Limited Common Elements, or on any other Common Elements, without first obtaining the written approval of the ACC. However, a mezuzah or comparable religious symbol not larger than three inches (3") in width and nine inches (9") in height may be posted on the door frame of the Unit and reasonable seasonal decorative lights may be displayed between Thanksgiving and January 15th. The standard for approval of such improvements shall include, but not be limited to, aesthetic consideration, materials to be used, harmony with the external design of the existing buildings, Units and structures, and the location in

relation to surrounding structures and topography. Notwithstanding the above, Declarant shall not be required to obtain any approvals under this Paragraph.

(c) Alteration of Units. Subject to the other provisions of this Declaration, alterations to the interiors of Units, relocation of the boundaries between adjoining Units, and subdivision of Units are subject to the following restrictions:

(i) Alterations to the Interiors of the Units. Except as provided herein, no Owner or Occupant may make any alteration within a Unit which involves connecting to Common Element pipes, lines, conduits and/or other apparatus for access to common utilities without prior written ACC approval. Except as provided herein, no Owner or Occupant shall make any interior modifications to or place an excessive load on any structural or load bearing portions of a Unit without first obtaining the prior written approval of the ACC. Such approval shall not be granted by the ACC unless the Owner has presented to the ACC a report or drawing prepared by a licensed structural engineer showing that compensating measures will be taken to ensure the structural integrity of the Unit and the Condominium. All building code requirements must be complied with and necessary permits and approvals secured for any modifications. Notwithstanding the above, all Owners desiring to make any interior modifications or alterations to a Unit regardless of whether they believe that such modifications will affect the Common Elements or structure or load bearing portions of a Unit must make application to the ACC under subparagraph (d) below in order for the ACC to make the determination of whether the ACC's approval is required.

Notwithstanding the above, if any Owner acquires an adjoining Unit, such Owner shall have the right (subject to the prior written approval of the Mortgagees of the Units involved) to remove all or any part of any intervening partition or to create doorways or other apertures therein, notwithstanding the fact that such partition may, in whole or part, be part of the Common Elements, so long as no portion of any structural or load bearing portions of the Unit(s) are materially weakened or removed and the ACC has approved the plans described above and no portion of any Common Elements is damaged, destroyed or endangered, other than that partition and any chutes, flues, ducts, conduits, wires or other apparatus contained therein which shall be relocated by such Owner if such facilities serve any other part of the Condominium. Notwithstanding the above, Declarant shall not be required to obtain any approvals under this Paragraph. The alterations permitted in this subparagraph shall not be deemed an alteration or relocation of boundaries between adjoining Units as defined in O.C.G.A. §44-3-91.

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

(iii) Subdivision of Units. An Owner may subdivide his Unit only in accordance with the provisions of O.C.G.A. §44-3-92 and this Declaration. As long as Declarant owns a Unit for sale an Owner must obtain the prior written consent of the Declarant and the Board of Directors in order to relocate the boundaries of his or her Unit. After Declarant no longer owns a

Unit for sale, an Owner must obtain the prior written consent only of the Board of Directors in order to relocate the boundaries of his or her Unit. The Declarant shall have the right to subdivide Units owned by the Declarant without the approval of the Board of Directors, and the Board of Directors shall execute the required amendment to the Declaration.

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

In the event that the ACC fails to approve or to disapprove such application within forty-five (45) days after the application and all information as the ACC may reasonably require have been submitted, its approval will not be required and this Paragraph will be deemed complied with; provided, however, even if the requirements of this Paragraph are satisfied, nothing herein shall authorize anyone to construct or maintain any structure or improvement that is otherwise in violation of the Declaration, the Bylaws, or the rules and regulations.

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

(f) Condition of Approval. As a condition of approval for a requested architectural change, modification, addition, or alteration, an Owner, on behalf of himself or herself and his or her successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement and insurance of such change, modification, addition, or alteration, unless otherwise agreed to in writing by the ACC. It is the responsibility of every Owner of a condominium Unit to determine for himself or herself what architectural modifications have been made to his or her Unit by any predecessor-in-interest. In the discretion of the Board or ACC, an Owner may be made to verify such condition of approval by written instrument in recordable form acknowledged by such Owner on behalf of himself or herself and all successors-in-interest.

(g) Limitation of Liability. Review and approval of any application pursuant to this Paragraph is made on the basis of aesthetic considerations only, and neither the Declarant, the Board of Directors or the ACC shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, or for ensuring compliance with building codes and other governmental requirements. Neither the Declarant, the Association, the Board of Directors, the ACC, or member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner or quality of approved construction or modifications to any Unit.

(h) No Waiver of Future Approvals. Each Owner acknowledges that the members of the Board of Directors and ACC will change from time to time and that interpretation, application and enforcement of the architectural standards may vary accordingly. Each Owner further acknowledges that the Board of Directors and ACC may adopt different architectural standards for different parts of the condominium, based on street visibility and location of the proposed modification in the building. The approval of either the Board of Directors or the ACC of any proposals, plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Board of Directors, or the ACC shall not be deemed to constitute a waiver of any right

to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

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

In addition to the foregoing, the Board of Directors shall have the authority and standing, on behalf of the Association, to impose reasonable fines and to pursue all legal and equitable remedies available to enforce the provisions of this Paragraph and its decisions. Furthermore, the Board shall have the authority to record in the Fulton County land records notices of violation of the provisions of this Paragraph.

If any Owner or Occupant makes any exterior change, alteration, or construction (including landscaping) upon the Common Elements or Limited Common Elements in violation of this Paragraph, he or she does so at his or her sole risk and expense. The Board may require that the change, alteration or construction be removed or that it remain on the Common Elements or Limited Common Elements without reimbursement to the Owner or Occupant for any expense he or she may have incurred in making the change, alteration or construction.

(j) Commencement of Construction. All changes, modifications and improvements approved by the ACC hereunder must be commenced within one (1) year from the date of approval. If not commenced within one (1) year from the date of such approval, then such approval shall be deemed revoked by the ACC, unless the ACC gives a written extension for commencing the work. All work approved by the ACC hereunder shall be completed in its entirety within ninety (90) days from the date of commencement, unless otherwise agreed in writing by the ACC. All approved changes, modifications, and improvements must be completed in their entirety, an Owner may not construct only a portion or part of an approved change, modification, or improvement.

14. USE RESTRICTIONS.

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

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

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

Boats, trailers, panel trucks, buses, trucks with a load capacity of one (1) ton or more, vans (excluding mini-vans or utility vehicles used as passenger vehicles and receiving a "car" or "passenger vehicle" classification by the Georgia Department of Motor Vehicles), recreational vehicles (RV's and motor homes), vehicles used primarily for commercial purposes, and vehicles with commercial writings on their exteriors are also prohibited from being parked on the Condominium, except in areas designated by the Board as parking areas for particular types of vehicles. Notwithstanding the above, trucks, vans, commercial vehicles and vehicles with commercial writings on their exteriors shall be allowed temporarily on the Common Elements during normal business hours for the purpose of serving any Unit or the Common Elements, but no such vehicle shall remain on the Common Elements overnight or for any purpose except serving a Unit or the Common Elements, without written Board consent.

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

If a vehicle is parked in a fire lane, is blocking another vehicle or access to another Owner's Unit or parking space, is obstructing the flow of traffic, is parked on any grassy area, is parked in a space which has been assigned as exclusively serving another Unit, or otherwise creates a hazardous condition, no notice shall be required and the Board or agent of the Association may have the vehicle towed immediately. If a vehicle is towed in accordance with this subparagraph, neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage as a result of the towing activity. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow.

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

(k) Signs. Except as may be provided for herein or as may be required by legal proceedings, and except for signs which may be erected by Declarant related to the development and sale of Units, no signs, advertising posters, political placards or billboards of any kind shall be erected, placed, or

(v) To maintain and keep in good repair the interior of the storage closet located on the deck or balcony assigned as a Limited Common Element to the Unit to which it is attached and serves.

(vi) To maintain and keep in good repair the interior of the mechanical room located on the deck or balcony assigned as a Limited Common Element to the Unit to which it is attached and serves.

(b) By the Association. The Association shall maintain and keep in good repair as a Common Expense the "Area of Common Responsibility," which includes the following:

(i) all Common Elements, including any Limited Common Elements, but excluding all improvements made to such Limited Common Elements assigned in a Unit, and the interior of the storage closet and mechanical room as referenced above; provided, however, the cost of maintenance and repair of Limited Common Elements may be assessed against the Unit Owner to whom the Limited Common Element is assigned under Paragraph 8(b)(i);

(ii) periodic painting, staining and/or cleaning of exterior surfaces of the Condominium building, exterior window frames and entry doors and door frames of the Condominium, doors leading to the air conditioning compressor serving the Unit, and exterior window frames, on a schedule to be determined by the Board of Directors; and

(iii) periodic cleaning of exterior window surfaces on a schedule to be determined by the Board of Directors.

Subject to the maintenance responsibilities herein provided, any maintenance or repair performed on or to the Common Elements by an Owner or Occupant which is the responsibility of the Association hereunder (including, but not limited to landscaping of Common Elements) shall be performed at the sole expense of such Owner or Occupant, and the Owner or Occupant shall not be entitled to reimbursement from the Association even if the Association accepts the maintenance or repair.

The Association shall repair incidental damage to any Unit resulting from performance of work which is the responsibility of the Association. As finished levels can have varying degrees, such repairs will be complete only to the extent of being "paint-ready". Such repair and subsequent cleaning shall be performed based on a reasonableness standard. In performing its responsibilities hereunder, the Association shall have the authority to delegate to such persons, firms or corporations of its choice, such duties as are approved by the Board of Directors.

The Association shall not be liable for injury or damage to person or property caused by the elements or by the Owner of any Unit, or any other person, or resulting from any utility, rain, snow or ice which may leak or flow from any portion of the Common Elements or from any pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain hereunder, except for injuries or damages arising after the Owner of a Unit has put the Association on notice of a specific leak or flow from any portion of the Common Elements and the Association has failed to exercise due care to correct the leak or flow within a reasonable time thereafter. The Association shall not be liable to the Owner of any Unit or such Owner's Occupant, guest, or family, for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Common Elements. The Association shall not be liable to any Owner, or any Owner's Occupant, guest or family for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Paragraph where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its

EXHIBIT "D"

PARKING SPACE ASSIGNMENTS

<u>Unit Number</u>	<u>Parking Space(s) Assigned</u>
1101	174, 175
1102	45, 64
1103	120, 65
1104	41, 164
1105	66, 133
1107	40, 93
1109	107, 134
1110	108, 130
1111	44, 135
1112	166, 36
1113	167, 37
1114	165, 163
1115	168, 38
1117	62, 63
2101	74, 75
2102	81, 127
2103	80, 128
2104	79, 129
2105	67, 96
2106	21, 105
2107	77, 131
2108	76, 132
2109	51, 156
2110	50, 157
2111	49, 158
2112	48, 159
2113	47, 160
2114	82, 126
2115	161, 173
2117	18, 155

Return to: Weissman, Nowack, Curry & Wilco, P.C.
Two Midtown Plaza - 15th Floor
1349 West Peachtree Street
Atlanta, Georgia 30309
ATTN: Jane C. Kotake, Esq.

Reference: Deed Book 31494
Page 480

**AMENDMENT TO THE DECLARATION OF CONDOMINIUM
FOR THE MANOR HOUSE AT 50 BISCAZYNE, A CONDOMINIUM**

This AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR THE MANOR HOUSE AT 50 BISCAZYNE, A CONDOMINIUM is made on the date set forth below by Biscayne Associates, LLC, a Georgia Limited Liability Company (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, on December 18, 2001 that certain Declaration of Condominium for The Manor House At 50 Biscayne, A Condominium dated November 28, 2001, was recorded in Deed Book 31494, Page 480, *et seq.*, Fulton County, Georgia records (hereinafter referred to as the "Original Declaration");

WHEREAS, on _____, 200____, that certain Amendment to the Declaration of Condominium for The Manor House At 50 Biscayne, A Condominium dated _____, 2001, was recorded in Deed Book _____, Page _____, *et seq.*, Fulton County, Georgia records, and on _____, 200____, that certain Amendment to the Declaration of Condominium for The Manor House At 50 Biscayne, A Condominium dated _____, 2001, was recorded in Deed Book _____, Page _____, *et seq.*, aforesaid records, (said Original Declaration, as amended, hereinafter referred to as the "Declaration");

WHEREAS, plat of survey showing the submitted property prepared by Virgil F. Gaddy & Associates, Inc. dated December 14, 2001 was filed in Condominium Plat Book 14, Page(s) 116-117, Fulton County, Georgia Records; and

WHEREAS, the floor plans of the units located on the submitted property prepared by Pucciano & English, Inc. were filed in Condominium Floor Plan Book 17, Pages 23-33, Fulton County, Georgia Records; and

WHEREAS, Declarant desires to subject to the provisions of the Declaration a portion of the real property described on Exhibit "C" to the Declaration and attached hereto as Exhibit "A" and incorporated by this reference (hereinafter referred to as "Additional Property");

WHEREAS, a plat of survey showing the portion of the Additional Property being submitted to The Manor House At 50 Biscayne, A Condominium (hereinafter referred to as the "Condominium "), as well as the originally submitted property, prepared by Virgil F. Gaddy & Associates, Inc., is being simultaneously recorded herewith in Condominium Plat Book _____, Page _____, Fulton County, Georgia records;

WHEREAS, floor plans of the units located on the Additional Property being submitted to the Condominium, prepared by Pucciano & English, Inc. are being simultaneously recorded herewith in Condominium Floor Plan Book _____, Page(s) _____, Fulton County, Georgia records; and

NOW, THEREFORE, subject to the provisions of O.C.G.A. Section 44-3-89 and Paragraph 25 of the Declaration, and in accordance with those provisions, Declarant hereby amends the Declaration as follows:

1.

The Additional Property is subject to the form of ownership set forth in the Georgia Condominium Act and to the provisions of the Declaration. The Additional Property shall be held, sold, transferred, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the provisions of the Georgia Condominium Act and the covenants, conditions, restrictions, easements, assessments, and liens set forth in the Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with the title of the Additional Property and shall be binding upon all persons or entities having any right, title, or interest in the Additional Property, their respective heirs, legal representatives, successors, successors-in-title and assigns and shall be for the benefit of all owners of property subject to the Declaration.

2.

The second paragraph of Paragraph 4 of the Declaration is deleted in its entirety and the following is substituted therefor:

The Condominium will be divided into ninety-four (94) separate Units, the Common Elements and the Limited Common Elements. Each Unit consists of a dwelling and its appurtenant percentage of undivided interest in the Common Elements. Each Unit shall be conveyed as a separately designated and legally described freehold estate subject to the Act and the Condominium Instruments. The Units are depicted on the Survey and the Floor Plans. Each Unit includes that part of the structure which lies within the following boundaries:

3.

Declarant hereby reassigns the undivided percentage interest in the common elements and liabilities for common expenses among all ninety-four (94) Units by deleting Exhibit "B" to the Declaration in its entirety and replacing it with Exhibit "B" attached hereto and incorporated herein by this reference.

4.

Declarant hereby assigns parking spaces to the Units on the Additional Property by deleting Exhibit "D" to the Declaration and replacing it with Exhibit "D" attached hereto and incorporated by this reference.

5.

Except as amended hereby, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned being the duly appointed representative of Declarant has executed this Amendment to the Declaration of Condominium for The Manor House At 50 Biscayne, A Condominium this 28 day of November, 2001.

DECLARANT:

BISCAYNE ASSOCIATES, LLC,
a Georgia limited liability company

By:

[Signature]
Name: ROBERT M. ULLMANN
Its: MANAGING MEMBER

Signed, sealed, and delivered
this 28 day of November, 2001
in the presence of:

[Signature]
Witness

[Signature]

Notary Public

[NOTARY SEAL]

Notary Public, Gwinnett County, Georgia
My Commission Expires March 5, 2004

EXHIBIT "A"

ADDITIONAL PROPERTY

LEGAL DESCRIPTION
FOR PHASE VI

EXHIBIT "B"
Undivided Percentage Interest In The Common Elements
And Liabilities For Common Expenses

<u>Unit Number</u>	<u>Unit Type</u>	<u>Plan Name</u>	<u>Ownership Percentage</u>
1101	D	Blackland	1.376%
1102	A	Wesley	.736%
1103	B	Tuxedo	1.014%
1104	B	Tuxedo	1.014%
1105	B1	Arden	.935%
1107	B	Tuxedo	1.014%
1109	B	Tuxedo	1.014%
1110	C	Habersham	1.152%
1111	B	Tuxedo	1.014%
1112	C	Habersham	1.152%
1113	C	Habersham	1.152%
1114	D	Blackland	1.376%
1115	C	Habersham	1.152%
1117	A	Wesley	.736%
2101	D	Blackland	1.376%
2102	A	Wesley	.736%
2103	B	Tuxedo	1.014%
2104	B	Tuxedo	1.014%
2105	B1	Arden	.935%
2106	C1	Lenox	1.181%
2107	B	Tuxedo	1.014%
2108	B	Tuxedo	1.014%
2109	B	Tuxedo	1.014%
2110	C	Habersham	1.152%
2111	B	Tuxedo	1.014%
2112	C	Habersham	1.152%
2113	C	Habersham	1.152%
2114	D	Blackland	1.376%
2115	C	Habersham	1.152%
2117	A	Wesley	.736%
3101	D	Blackland	1.376%
3102	A	Wesley	.736%
3103	B	Tuxedo	1.014%
3104	B	Tuxedo	1.014%
3105	B1	Arden	.935%
3106	C1	Lenox	1.181%
3107	B	Tuxedo	1.014%
3108	B	Tuxedo	1.014%
3109	B	Tuxedo	1.014%
3110	C	Habersham	1.152%
3111	B	Tuxedo	1.014%
3112	C	Habersham	1.152%
3113	C	Habersham	1.152%
3114	D	Blackland	1.376%
3115	C	Habersham	1.152%
3117	A	Wesley	.736%
4101	D	Blackland	1.376%
4102	A	Wesley	.736%

EXHIBIT "B"
Undivided Percentage Interest In The Common Elements
And Liabilities For Common Expenses

<u>Unit Number</u>	<u>Unit Type</u>	<u>Plan Name</u>	<u>Ownership Percentage</u>
4103	B	Tuxedo	1.014%
4104	B	Tuxedo	1.014%
4105	B1	Arden	.935%
4106	C1	Lenox	1.182%
4107	B	Tuxedo	1.014%
4108	B	Tuxedo	1.014%
4109	B	Tuxedo	1.014%
4110	C	Habersham	1.152%
4111	B	Tuxedo	1.014%
4112	C	Habersham	1.152%
4113	C	Habersham	1.152%
4114	D	Blackland	1.376%
4115	C	Habersham	1.152%
4117	A	Wesley	.736%
5101	D	Blackland	1.376%
5102	A	Wesley	.736%
5103	B	Tuxedo	1.014%
5104	B	Tuxedo	1.014%
5105	B1	Arden	.935%
5106	C1	Lenox	1.182%
5107	B	Tuxedo	1.014%
5108	B	Tuxedo	1.014%
5109	B	Tuxedo	1.014%
5110	C	Habersham	1.152%
5111	B	Tuxedo	1.014%
5112	C	Habersham	1.152%
5113	C	Habersham	1.152%
5114	D	Blackland	1.376%
5115	C	Habersham	1.152%
5117	A	Wesley	.736%
6101	D	Blackland	1.376%
6102	A	Wesley	.736%
6103	B	Tuxedo	1.014%
6104	B	Tuxedo	1.014%
6105	B1	Arden	.935%
6106	C1	Lenox	1.182%
6107	B	Tuxedo	1.014%
6108	B	Tuxedo	1.014%
6109	B	Tuxedo	1.014%
6110	C	Habersham	1.152%
6111	B	Tuxedo	1.014%
6112	C	Habersham	1.152%
6113	C	Habersham	1.152%
6114	D	Blackland	1.376%
6115	C	Habersham	1.152%
6117	A	Wesley	.736%

TOTAL: 133,187 ft² 100.000%

EXHIBIT "C"

Parking Space Assignments

<u>Unit Number</u>	<u>Parking Space(s) Assigned</u>
1101	174,175
1102	45, 64
1103	120, 65
1104	41, 164
1105	66, 133
1107	40, 93
1109	107, 134
1110	108, 130
1111	44, 135
1112	166, 36
1113	167, 37
1114	165, 163
1115	168, 38
1117	62, 63
2101	88, 103
2102	81, 127
2103	80, 128
2104	79, 129
2105	96, 67
2106	21, 105
2107	77, 131
2108	76, 132
2109	51, 156
2110	50, 157
2111	49, 158
2112	48,159
2113	47, 160
2114	82, 126
2115	173, 161
2117	18, 155
3101	71, 142
3102	72, 141
3103	73, 197
3104	104, 192
3105	102, 193
3106	101, 169
3107	100, 170

Unit NumberParking Space(s) Assigned

3108	99, 171
3109	196, 53
3110	74, 52
3111	98, 121
3112	86, 122
3113	85, 123
3114	116, 195
3115	84, 124
3117	83, 125
4101	43, 188
4102	27, 189
4103	28, 190
4104	29, 200
4105	42, 180.
4106	30, 179
4107	31, 178
4108	32, 177
4109	33, 176
4110	34, 153
4111	97, 152
4112	91, 151
4113	92, 150
4114	75, 149
4115	89, 148
4117	87, 147
5101	11, 95
5102	12, 94
5103	13, 136
5104	14, 137
5105	15, 138
5106	16, 139
5107	17, 140
5108	78, 181
5109	19, 182
5110	20, 145
5111	22, 183
5112	23, 184
5113	24, 185
5114	106, 146
5115	25, 186
5117	56, 110

Unit Numbers

Parking Space(s) Assigned

6101	35, 191
6102	143, 69
6103	144, 119
6104	199, 118
6105	172, 117
6106	39, 68
6107	61, 115
6108	60, 114
6109	59, 113
6110	58, 112
6111	57, 111
6112	26, 187
6113	55, 109
6114	90, 194
6115	54, 154
6117	46, 162

revision 11/15/02

Return to: Weissman, Nowack, Curry & Wilco, P.C.
Two Midtown Plaza - 15th Floor
1349 West Peachtree Street
Atlanta, Georgia 30309
ATTN: Jane C. Kotake, Esq.

Reference: Deed Book 31494
Page 480

**AMENDMENT TO THE DECLARATION OF CONDOMINIUM
FOR THE MANOR HOUSE AT 50 BISCAVNE, A CONDOMINIUM**

This AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR THE MANOR HOUSE AT 50 BISCAVNE, A CONDOMINIUM is made on the date set forth below by Biscayne Associates, LLC, a Georgia Limited Liability Company (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, on December 18, 2001 that certain Declaration of Condominium for The Manor House At 50 Biscayne, A Condominium dated November 28, 2001, was recorded in Deed Book 31494, Page 480, *et seq.*, Fulton County, Georgia records (hereinafter referred to as the "Declaration");

WHEREAS, plat of survey showing the submitted property prepared by Virgil F. Gaddy & Associates, Inc. dated December 14, 2001 was filed in Condominium Plat Book 14, Page(s) 116-117, Fulton County, Georgia Records;

WHEREAS, the floor plans of the units located on the submitted property prepared by Pucciano & English, Inc. were filed in Condominium Floor Plan Book 17, Pages 23-33, Fulton County, Georgia Records;

WHEREAS, Declarant desires to subject to the provisions of the Declaration a portion of the real property described on Exhibit "C" to the Declaration and attached hereto as Exhibit "A" and incorporated by this reference (hereinafter referred to as "Additional Property");

WHEREAS, a plat of survey showing the portion of the Additional Property being submitted to The Manor House At 50 Biscayne, A Condominium (hereinafter referred to as the "Condominium"), as well as the originally submitted property, prepared by Virgil F. Gaddy & Associates, Inc., is being simultaneously recorded herewith in Condominium Plat Book 15, Page 27, Fulton County, Georgia records;

WHEREAS, floor plans of the units located on the Additional Property being submitted to the Condominium, prepared by Pucciano & English, Inc. are being simultaneously recorded herewith in Condominium Floor Plan Book 19, Page(s) 73-74 Fulton County, Georgia records; and

NOW, THEREFORE, subject to the provisions of O.C.G.A. Section 44-3-89 and Paragraph 25 of the Declaration, and in accordance with those provisions, Declarant hereby amends the Declaration as follows:

1.

The Additional Property is subject to the form of ownership set forth in the Georgia Condominium Act and to the provisions of the Declaration. The Additional Property shall be held, sold, transferred, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the provisions of the Georgia Condominium Act and the covenants, conditions, restrictions, easements, assessments, and liens set forth in the Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with the title of the Additional Property and shall be binding upon all persons or entities having any right, title, or interest in the Additional Property, their respective heirs, legal representatives, successors, successors-in-title and assigns and shall be for the benefit of all owners of property subject to the Declaration.

2.

The second paragraph of Paragraph 4 of the Declaration is deleted in its entirety and the following is substituted therefor:

The Condominium will be divided into sixty-two (62) separate Units, the Common Elements and the Limited Common Elements. Each Unit consists of a dwelling and its appurtenant percentage of undivided interest in the Common Elements. Each Unit shall be conveyed as a separately designated and legally described freehold estate subject to the Act and the Condominium Instruments. The Units are depicted on the Survey and the Floor Plans. Each Unit includes that part of the structure which lies within the following boundaries:

3.

Declarant hereby reassigns the undivided percentage interest in the common elements and liabilities for common expenses among all sixty-two (62) Units by deleting Exhibit "B" to the Declaration in its entirety and replacing it with Exhibit "B" attached hereto and incorporated herein by this reference.

50' 23" E a distance of 19.50 feet to a point, running thence N 10° 09' 37" E a distance of 10.13 feet to a point, running thence N 79° 50' 23" W a distance of 8.00 feet to a point, running thence N 10° 09' 37" E a distance of 9.36 feet to a point, running thence N 79° 50' 23" W a distance of 2.25 feet to a point, running thence N 10° 09' 37" E a distance of 23.10 feet to a point, running thence S 79° 50' 23" E a distance of 2.16 feet to a point, running thence N 10° 09' 37" E a distance of 3.03 feet to a point, running thence S 79° 50' 23" E a distance of 1.29 feet to a point, running thence N 10° 09' 37" E a distance of 27.08 feet to a point, running thence S 79° 50' 23" E a distance of 13.00 feet to a point, running thence N 10° 09' 37" E a distance of 3.66 feet to a point, running thence S 79° 50' 23" E a distance of 2.31 feet to a point, running thence N 10° 09' 37" E a distance of 1.00 feet to a point, running thence N 55° 09' 37" E a distance of 4.24 feet to a point, running thence S 79° 50' 23" E a distance of 4.00 feet to a point, running thence S 34° 50' 23" E a distance of 4.24 feet to a point, running thence S 10° 09' 37" W a distance of 1.00 feet to a point, running thence S 79° 50' 23" E a distance of 4.14 feet to a point, running thence N 10° 09' 37" E a distance of 2.00 feet to a point, running thence S 79° 50' 23" E a distance of 19.14 feet to a point, running thence S 10° 09' 37" W a distance of 2.00 feet to a point, running thence S 79° 50' 23" E a distance of 3.36 feet to a point, running thence S 10° 09' 37" W a distance of 36.50 feet to a point, running thence N 79° 50' 23" W a distance of 3.00 feet to a point, running thence S 10° 09' 37" W a distance of 7.68 feet to a point, running thence N 79° 50' 23" W a distance of 1.11 feet to a point, running thence S 10° 09' 37" W a distance of 7.07 feet to a point, running thence S 79° 50' 23" E a distance of 11.50 feet to a point, running thence N 10° 09' 37" E a distance of 13.83 feet to a point, running thence S 79° 50' 23" E a distance of 14.97 feet to a point, running thence S 10° 09' 37" W a distance of 1.33 feet to a point, running thence S 79° 50' 23" E a distance of 23.03 feet to a point, running thence S 10° 09' 37" W a distance of 10.50 feet to a point, running thence S 79° 50' 23" E a distance of 11.42 feet to a point, running thence N 10° 09' 37" E a distance of 13.83 feet to a point, running thence S 79° 50' 23" E a distance of 15.72 feet to a point, running thence S 10° 09' 37" W a distance of 1.51 feet to a point, running thence S 79° 50' 23" E a distance of 22.27 feet to a point, running thence N 10° 09' 37" E a distance of 6.34 feet to a point, running thence S 79° 50' 23" E a distance of 12.42 feet to a point, running thence N 10° 09' 37" E a distance of 1.42 feet to a point, running thence S 79° 50' 23" E a distance of 24.48 feet to the point of beginning.

The above described property is more particularly shown as Floors 3 and 6 on that certain survey for "The Manor House At 50 Biscayne, A Condominium", prepared by Virgil F. Gaddy & Associates, dated: December 14, 2001, recorded in Condominium Plat Book 14, Pages 116-117 and on that certain survey for "The Manor House at 50 Biscayne, A Condominium" prepared by Virgil F. Gaddy & Association, dated: May 3, 2002, said survey being incorporated herein and by this reference made a part of this description.

Notwithstanding any provision to the contrary contained herein, the Submitted Property shall not include any portion of the Air Rights that are more than fifteen (15) feet vertically from the exterior facade of the residential portion of the building structure as it exists as of the date of the recording of this Declaration.

Furthermore, notwithstanding any provision to the contrary contained herein, the Submitted Property shall exclude any other improvements and betterments existing as of the date of the recording of this Declaration other than Floors 3 and 6 and all attachments thereto.

The Air Rights above specifically include the reciprocal, non-exclusive easement of support (including the construction, use, maintenance, repair and replacement of the means of support) in the Submitted Property for, among other things, columns, caissons, beams, walls, foundations, footings, other support, load-bearing structures, and appurtenances as are called for in the plans and specifications for the development of the above-described property or as may from time to time become necessary or appropriate in connection with the development, maintenance and operation of the said property.

EXHIBIT "B"

Undivided Percentage Interest In The Common Elements
 And Liabilities For Common Expenses

<u>Unit Number</u>	<u>Unit Type</u>	<u>Plan Name</u>	<u>Ownership Percentage</u>
1101	D	Blackland	2.087%
1102	A	Wesley	1.117%
1103	B	Tuxedo	1.537%
1104	B	Tuxedo	1.537%
1105	B1	Arden	1.419%
1107	B	Tuxedo	1.537%
1109	B	Tuxedo	1.537%
1110	C	Habersham	1.748%
1111	B	Tuxedo	1.537%
1112	C	Habersham	1.748%
1113	C	Habersham	1.748%
1114	D	Blackland	2.087%
1115	C	Habersham	1.748%
1117	A	Wesley	1.117%
2101	D	Blackland	2.087%
2102	A	Wesley	1.117%
2103	B	Tuxedo	1.537%
2104	B	Tuxedo	1.537%
2105	B1	Arden	1.419%
2106	C1	Lenox	1.791%
2107	B	Tuxedo	1.537%
2108	B	Tuxedo	1.537%
2109	B	Tuxedo	1.537%
2110	C	Habersham	1.748%
2111	B	Tuxedo	1.537%
2112	C	Habersham	1.748%
2113	C	Habersham	1.748%
2114	D	Blackland	2.087%
2115	C	Habersham	1.748%
2117	A	Wesley	1.117%
3101	D	Blackland	2.087%
3102	A	Wesley	1.117%
3103	B	Tuxedo	1.537%
3104	B	Tuxedo	1.537%
3105	B1	Arden	1.419%
3106	C1	Lenox	1.791%
3107	B	Tuxedo	1.537%
3108	B	Tuxedo	1.537%
3109	B	Tuxedo	1.537%
3110	C	Habersham	1.748%
3111	B	Tuxedo	1.537%
3112	C	Habersham	1.748%
3113	C	Habersham	1.748%
3114	D	Blackland	2.087%
3115	C	Habersham	1.748%
3117	A	Wesley	1.117%

6101	D	Blackland	2.087%
6102	A	Wesley	1.117%
6103	B	Tuxedo	1.537%
6104	B	Tuxedo	1.537%
6105	B1	Arden	1.419%
6106	C1	Lenox	1.791%
6107	B	Tuxedo	1.537%
6108	B	Tuxedo	1.537%
6109	B	Tuxedo	1.537%
6110	C	Habersham	1.748%
6111	B	Tuxedo	1.537%
6112	C	Habersham	1.748%
6113	C	Habersham	1.748%
6114	D	Blackland	2.087%
6115	C	Habersham	1.748%
6117	A	Wesley	1.117%
		TOTAL:	100.000%

EXHIBIT "C"

INTENTIONALLY OMMITTED



PARKING SPACE ASSIGNMENTS

<u>Unit Number</u>	<u>Parking Space(s) Assigned</u>
1101	174, 175
1102	45, 64
1103	120, 65
1104	41, 164
1105	66, 133
1107	40, 93
1109	107, 134
1110	108, 130
1111	44, 135
1112	166, 36
1113	167, 37
1114	165, 163
1115	168, 38
1117	62, 63
2101	74, 75
2102	81, 127
2103	80, 128
2104	79, 129
2105	67, 96
2106	21, 105
2107	77, 131
2108	76, 132
2109	51, 156
2110	50, 157
2111	49, 158
2112	48, 159
2113	47, 160
2114	82, 126
2115	161, 173
2117	18, 155
3101	71, 142
3102	72, 141
3103	73, 197
3104	104, 192
3105	102, 193
3106	101, 169
3107	100, 170
3108	99, 171
3109	196, 53
3110	103, 52
3111	98, 121
3112	86, 122
3113	85, 123
3114	116, 195
3115	84, 124
3117	83, 125
6101	35, 191
6102	143, 69
6103	144, 119
6104	199, 118

6105
6106
6107
6108
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6110
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6112
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6114
6115
6117

Deed Book 32322 Pg 431
172, 117 Juanita Hicks
39, 68 Clerk of Superior Court
61, 115 Fulton County, Georgia
60, 114
59, 113
58, 112
57, 111
56, 110
55, 109
90, 63
54, 154
46, 162

Deed Book 33363 Pg 458
 Filed and Recorded Oct-22-2002 11:46am
 2002-0310462
 Real Estate Transfer Tax \$0.00
Juanita Hicks
 Clerk of Superior Court
 Fulton County, Georgia
 |||||||

Return to: Weissman, Nowack, Curry & Wilco, P.C.
 Two Midtown Plaza - 15th Floor
 1349 West Peachtree Street
 Atlanta, Georgia 30309
 ATTN: Jane C. Kotake, Esq.

Reference: Deed Book 31494
 Page 480

**AMENDMENT TO THE DECLARATION OF CONDOMINIUM
 FOR THE MANOR HOUSE AT 50 BISCAYNE, A CONDOMINIUM**

This AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR THE MANOR HOUSE AT 50 BISCAYNE, A CONDOMINIUM is made on the date set forth below by Biscayne Associates, LLC, a Georgia Limited Liability Company (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, on December 18, 2001 that certain Declaration of Condominium for The Manor House At 50 Biscayne, A Condominium dated November 28, 2001, was recorded in Deed Book 31494, Page 480, *et seq.*, Fulton County, Georgia records (hereinafter referred to as the "Declaration");

WHEREAS, on May 3, 2002 that certain Amendment to the Declaration of Condominium for The Manor House At 50 Biscayne, A Condominium dated May 2, 2002, was recorded in Deed Book 32322, Page 420, *et seq.*, Fulton County, Georgia records (hereinafter referred to as the "First Amendment");

WHEREAS, plat of survey showing the submitted property prepared by Virgil F. Gaddy & Associates, Inc. dated December 14, 2001 was filed in Condominium Plat Book 14, Page(s) 116-117, Fulton County, Georgia Records;

WHEREAS, plat of survey showing the submitted property prepared by Virgil F. Gaddy & Associates, Inc. was filed in Condominium Plat Book 15, Page 27, Fulton County, Georgia Records;

WHEREAS, the floor plans of the units located on the submitted property prepared by Pucciano & English, Inc. were filed in Condominium Floor Plan Book 17, Pages 23-33, Fulton County, Georgia Records;

3.

Declarant hereby reassigns the undivided percentage interest in the common elements and liabilities for common expenses among all ~~Seventy Eight (78)~~ Units by deleting Exhibit "B" to the Declaration in its entirety and replacing it with Exhibit "B" attached hereto and incorporated herein by this reference.

4.

Declarant hereby assigns parking spaces to the Units on the Additional Property by deleting Exhibit "D" to the Declaration and replacing it with Exhibit "D" attached hereto and incorporated by this reference.

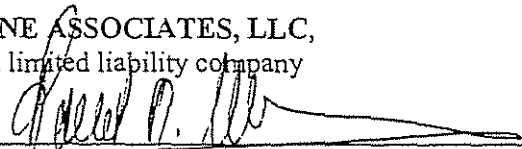
5.

Except as amended hereby, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned being the duly appointed representative of Declarant has executed this Amendment to the Declaration of Condominium for The Manor House At 50 Biscayne, A Condominium this 22 day of October, 2002.

DECLARANT: BISCAYNE ASSOCIATES, LLC,
a Georgia limited liability company

By:



Name: Robert M. Ullmann
Its: Managing Member

Signed, sealed, and delivered
this 22 day of October, 2002
in the presence of:

Witness

Notary Public
[NOTARY SEAL]

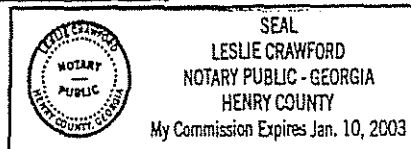


EXHIBIT "A"

ADDITIONAL PROPERTY

LEGAL DESCRIPTION
FOR PHASE III

Description of Residential Floor 5

All of the air space over and above a horizontal plane at an elevation of 874.59 feet above the National Geodetic Vertical Datum of 1929 Adjusted Mean Sea Level (being the finished floor elevation of Floor 5 of the building), and below a horizontal plane at an elevation of 884.35 feet above the National Geodetic Vertical Datum of 1929 Adjusted Mean Sea Level (being the finished floor elevation of Floor 6 of the building), lying within the boundary of the following described property:

All that tract or parcel of land lying in Land Lot 111 of the 17th District of Fulton County, Georgia and being more particularly described as follows:

To reach the point of beginning: Commence at an iron pin found (rebar) at a five foot mitre located on the southwesterly right-of-way of Biscayne Drive, a sixty foot right-of-way, fifty feet from the centerline of Peachtree Road, an eighty foot right-of-way, as measured at the intersection of the westerly right-of-way of Peachtree Road with the southwesterly right-of-way of Biscayne Drive; thence running along said right-of-way of Biscayne Drive N 67° 19' 29" W a distance of 255.87 feet to a point; thence leaving said right-of-way running S 19° 06' 27" W a distance of 5.00 feet to an iron pin found (rebar); thence running S 62° 04' 55" W a distance of 55.25 feet to the point of beginning. From the point of beginning thus established, running thence S 10° 09' 37" W a distance of 14.21 feet to a point, running thence S 79° 50' 23" E a distance of 7.67 feet to a point, running thence S 10° 09' 37" W a distance of 10.16 feet to a point, running thence S 79° 50' 23" E a distance of 2.00 feet to a point, running thence S 10° 09' 37" W a distance of 22.94 feet to a point, running thence N 79° 50' 23" W a distance of 2.00 feet to a point, running thence S 10° 09' 37" W a distance of 3.86 feet to a point, running thence N 79° 50' 23" W a distance of 1.00 feet to a point, running thence S 10° 09' 37" W a distance of 8.83 feet to a point, running thence N 79° 50' 23" W a distance of 4.00 feet to a point, running thence S 10° 09' 37" W a distance of 6.50 feet to a point, running thence N 79° 50' 23" W a distance of 0.67 feet to a point, running thence S 10° 09' 37" W a distance of 22.58 feet to a point, running thence N 79° 50' 23" W a distance of 10.59 feet to a point, running thence S 10° 09' 37" W a distance of 4.67 feet to a point, running thence N 79° 50' 23" W a distance of 17.00 feet to a point, running thence N 10° 09' 37" E a distance of 1.57 feet to a point, running thence N 79° 50' 23" W a distance of 33.61 feet to a point, running thence S 10° 09' 37" W a distance of 1.23 feet to a point, running thence N 79° 50' 23" W a distance of 14.97 feet to a point, running thence N 10° 09' 37" E a distance of 13.83 feet to a point, running thence N 79° 50' 23" W a distance of 11.42 feet to a point, running thence S 10° 09' 37" W a distance of 12.60 feet to a point, running thence N 79° 50' 23" W a distance of 23.03 feet to a point, running thence S 10° 09' 37" W a distance of 1.23 feet to a point, running thence N 79° 50' 23" W a distance of 14.97 feet to a point, running thence N

running thence S 79° 50' 23" E a distance of 19.50 feet to a point, running thence N 10° 09' 37" E a distance of 10.13 feet to a point, running thence N 79° 50' 23" W a distance of 8.00 feet to a point, running thence N 10° 09' 37" E a distance of 9.36 feet to a point, running thence N 79° 50' 23" W a distance of 2.25 feet to a point, running thence N 10° 09' 37" E a distance of 23.10 feet to a point, running thence S 79° 50' 23" E a distance of 2.16 feet to a point, running thence N 10° 09' 37" E a distance of 3.03 feet to a point, running thence S 79° 50' 23" E a distance of 1.29 feet to a point, running thence N 10° 09' 37" E a distance of 27.08 feet to a point, running thence S 79° 50' 23" E a distance of 13.00 feet to a point, running thence N 10° 09' 37" E a distance of 3.66 feet to a point, running thence S 79° 50' 23" E a distance of 2.31 feet to a point, running thence N 10° 09' 37" E a distance of 1.00 feet to a point, running thence N 55° 09' 37" E a distance of 4.24 feet to a point, running thence S 79° 50' 23" E a distance of 4.00 feet to a point, running thence S 34° 50' 23" E a distance of 4.24 feet to a point, running thence S 10° 09' 37" W a distance of 1.00 feet to a point, running thence S 79° 50' 23" E a distance of 4.14 feet to a point, running thence N 10° 09' 37" E a distance of 2.00 feet to a point, running thence S 79° 50' 23" E a distance of 19.14 feet to a point, running thence S 10° 09' 37" W a distance of 2.00 feet to a point, running thence S 79° 50' 23" E a distance of 3.36 feet to a point, running thence S 10° 09' 37" W a distance of 36.50 feet to a point, running thence N 79° 50' 23" W a distance of 3.00 feet to a point, running thence S 10° 09' 37" W a distance of 7.68 feet to a point, running thence N 79° 50' 23" W a distance of 1.11 feet to a point, running thence S 10° 09' 37" W a distance of 7.07 feet to a point, running thence S 79° 50' 23" E a distance of 11.50 feet to a point, running thence N 10° 09' 37" E a distance of 13.83 feet to a point, running thence S 79° 50' 23" E a distance of 14.97 feet to a point, running thence S 10° 09' 37" W a distance of 1.33 feet to a point, running thence S 79° 50' 23" E a distance of 23.03 feet to a point, running thence S 10° 09' 37" W a distance of 10.50 feet to a point, running thence S 79° 50' 23" E a distance of 11.42 feet to a point, running thence N 10° 09' 37" E a distance of 13.83 feet to a point, running thence S 79° 50' 23" E a distance of 15.72 feet to a point, running thence S 10° 09' 37" W a distance of 1.51 feet to a point, running thence S 79° 50' 23" E a distance of 22.27 feet to a point, running thence N 10° 09' 37" E a distance of 6.34 feet to a point, running thence S 79° 50' 23" E a distance of 12.42 feet to a point, running thence N 10° 09' 37" E a distance of 1.42 feet to a point, running thence S 79° 50' 23" E a distance of 24.48 feet to the point of beginning.

The above described property is more particularly shown as Floor 5 on that certain survey for "The Manor House At 50 Biscayne, A Condominium", prepared by Virgil F. Gaddy & Associates, dated: December 14, 2001, recorded in Condominium Plat Book 14, Pages 116-117 and on that certain survey for "The Manor House at 50 Biscayne, A Condominium" prepared by Virgil F. Gaddy & Association, dated: October 14, 2002, said survey being incorporated herein and by this reference made a part of this description.

Notwithstanding any provision to the contrary contained herein, the Submitted Property shall not include any portion of the Air Rights that are more than fifteen (15) feet vertically from the exterior facade of the residential portion of the building structure as it exists as of the date of the recording of this Declaration.

Furthermore, notwithstanding any provision to the contrary contained herein, the Submitted Property shall exclude any other improvements and betterments existing as of the date of the recording of this Declaration other than Floors 5 and all attachments thereto.

The Air Rights above specifically include the reciprocal, non-exclusive easement of support (including the construction, use, maintenance, repair and replacement of the means of support) in the Submitted Property for, among other things, columns, caissons, beams, walls, foundations, footings, other support, load-bearing structures, and appurtenances as are called for in the plans and specifications for the development of the above-described property or as may from time to time become necessary or appropriate in connection with the development, maintenance and operation of the said property.