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DECLARATION OF CONDOMINIUM
OF
PEACHTREE-MALONE CONDOMINIUMS

PLAT for the Condominium recorded in Plat Book 118, Page 19, DeKalb County, Georgia, records.

PLANS for the Condominium filed in Drawer No. _____, DeKalb County, Georgia, records.

This document is recorded in Deed Book _____, Page _____, DeKalb County, Georgia, records.

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OF
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**DECLARATION OF CONDOMINIUM
OF
PEACHTREE-MALONE CONDOMINIUMS**

KNOW ALL MEN BY THESE PRESENTS, that this Declaration, made this _____ day of November, 2000, by, Peachtree-Malone, L.L.C., a Georgia limited liability corporation (hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS, the Declarant is the fee simple owner of all that tract or parcel of land described on Exhibit "A", attached hereto, and the improvements situated thereon (hereinafter, together with any portion of the "Additional Phase Property" which is subsequently submitted to this Declaration, referred to as the "Submitted Property"), and desires to submit the Submitted Property to the provisions of the Georgia Condominium Act, O.C.G.A. 44-3-70 et. seq. (hereinafter sometimes referred to as the "Act"); and

WHEREAS, the Declarant also owns (or has the option to purchase) all that tract or parcel of land described on Exhibit "B", attached hereto (hereinafter referred to as the "Additional Phase Property"), and desires to reserve the right to submit the Additional Phase Property, in whole or in part, to the Act, and from time to time as hereinafter permitted; and

WHEREAS, the Submitted Property is shown on that certain plat of survey entitled "Survey for Peachtree-Malone Condominiums Building 100 & 200" prepared by Warren S. Griffin, RLS No. 2757, (hereinafter referred to as the "Plat"), recorded simultaneously with the recording of this Declaration, in the Office of the Clerk of the Superior Court of DeKalb County, Georgia; and

WHEREAS, the improvements located on the Submitted Property are shown (1) Condominium Plat for Peachtree-Malone Condominiums, dated November 28, 2000, and (2) the architectural drawings by Harris, Fritz & Associates, Inc., (hereinafter collectively referred to as the "Plans"), plans for which are being recorded simultaneously in the Office of the Clerk of the Superior Court of DeKalb County, Georgia; and

NOW, THEREFORE, the Declarant does hereby make, declare and publish its intentions and desire to submit, and does hereby submit, the Submitted Property and the improvements located thereon to the provisions of the Act as therein

provided.

ARTICLE I
NAME AND LOCATION

1.01 Peachtree-Malone Condominiums. The name of the Condominium located on the real property in DeKalb County, Georgia, and more particularly described on Exhibit "A" is Peachtree-Malone Condominiums (hereinafter sometimes referred to as "Peachtree-Malone Condominiums" or the "Condominium"). Peachtree-Malone Condominium is located in Land Lot 299 of the 18th District, DeKalb County, Georgia, and is more particularly described on Exhibit "A", attached hereto, which is, by this reference, incorporated herein.

ARTICLE II
DEFINITIONS

2.01 General. Unless the context requires otherwise, the terms used herein shall be defined in the Act. In addition, as used in this Declaration, the Articles of Incorporation, the By-Laws, and the other Condominium Instruments, the following terms shall have the meanings ascribed to them hereinbelow, all of such definitions being cumulative of those set forth in the Act.

2.02 Act shall mean and refer to the Georgia Condominium Act, Ga. Laws 1975, p. 609, Section 1, O.C.G.A. Section 44-3-70, et seq.

2.03 Additional Phase Property shall mean and refer to that property described in Exhibit "B" which can be made subject to this Declaration pursuant to Article IV hereof.

2.04 Articles of Incorporation shall mean and refer to the Articles of Incorporation of the Association as the same now exist or may be hereafter amended.

2.05 Association shall mean and refer to the Peachtree-Malone Condominium Association, Inc., a Georgia non-profit membership corporation formed for the purpose of exercising the powers of the Association under this Declaration, the Articles of Incorporation, the By-Laws, the Act, and the Georgia Non-Profit Corporation Code.

2.06 Board of Directors shall mean and refer to the Board of Directors of the Association, the Members of which shall be elected from time to time as provided in this Declaration, the Articles of Incorporation, the By-Laws, and the Act. The Board of Directors shall be the governing body of the Association.

2.07 Building shall mean and refer to the composite of all adjoining Units located within the building areas shown on the Plats and Plans of the Property.

2.08 Building Number shall mean and refer to the number, letter or combination thereof designating a building in the Condominium Instruments, the Plat or the Supplemental Plats.

2.09 By-Laws shall mean and refer to the By-Laws of the Association as the same now exist or may be hereafter amended.

2.10 Condominium Instruments shall mean and refer to this Declaration, the Plats, the Plans, any Supplemental Plats, and the By-Laws which accompany this Declaration and are recorded simultaneously herewith.

2.11 Community shall mean and refer to (i) the Peachtree-Malone Condominium, and (ii) any other portions of the Additional Phase Property added hereto by proper amendment of Declarant.

2.12 Declarant shall mean and refer to Peachtree-Malone, L.L.C., the party executing this Declaration, its successors and assigns, provided such successor and/or assign shall acquire such property for purposes of development or sale, and provided further, in the instrument of conveyance to any such successor-in-title, such successor and/or assign is expressly designated as the "Declarant" hereunder. In addition, should any of the Submitted Property or the Additional Phase Property become subject to the lien of a security instrument given by Declarant as security for the repayment of a construction or development loan, then all the rights, privileges and options herein reserved to Declarant shall inure to the benefit of the holder of such mortgage upon its becoming the owner of all the Submitted Property and Additional Phase Property then subject thereto through whatever means, or the purchaser of all such Submitted Property and Additional Phase Property at a judicial or foreclosure sale made pursuant to any power of sale contained in such mortgage; and, further, all the rights, privileges and options herein reserved to "Declarant" may be transferred to the successor-in-title or any such acquirer of title to such Submitted Property or Additional Phase Property, provided any such successor-in-title shall acquire for the purpose of development or sale all or some portion of such Submitted Property or Additional Phase Property, and provided further, in the instrument of conveyance to such successor-in-title, such successor-in-title is designated as the "Declarant" hereunder by the grantor of such conveyance, which grantor shall be the "Declarant" hereunder at the time of such conveyance.

2.13 Declaration shall mean and refer to this Declaration of Condominium of Peachtree-Malone Condominiums, as such may be amended from time to time.

2.14 Director shall mean and refer to a member of the Board of Directors of the Association.

2.15 First Mortgage or First Property Mortgage shall mean and refer to any first priority mortgage, deed to secure debt, deed of trust, or other instrument conveying a lien upon or security title to the Property or a Unit.

2.16 Mortgagee shall mean and refer to the holder of mortgage.

2.17 Mortgage Guarantor shall mean a federal, state or other governmental unit or agency which guarantees the indebtedness secured by a mortgage encumbering a Unit, including, but not limited to, the Federal Housing Administration, the Veterans Administration, Federal National Mortgage Association, and Federal Home Loan Mortgage Corporation.

2.18 Mortgage Insurer shall mean and refer to an institution insuring the payment of all or some portion of the indebtedness secured by a mortgage encumbering a Unit.

2.19 Officer shall mean and refer to an officer of the Association, which are those individuals who are elected by the Board to serve as President, Vice President, Secretary or Treasurer, or such other subordinate officers as the Board may determine are necessary.

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

2.21 Peachtree-Malone Condominium Association shall mean and refer to the Peachtree-Malone Condominium Association, Inc., a Georgia non-profit corporation.

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

2.23 Rules and Regulations shall mean and refer to those rules and regulations as established by the Board of Directors pursuant to Section 8.05 herein.

2.24 Supplemental Plats shall mean and refer to those plats which contain all or a part of the Additional Phase Property and are recorded at such time as all or part of the Additional Phase Property is made a part of the Submitted Property.

2.25 Unit or Condominium Unit shall mean and refer to Condominium Units defined in the Act.

ARTICLE III
THE CONDOMINIUM: PROPERTY AND PROPERTY RIGHTS

3.01 General Description. The name of the Condominium is "Peachtree-Malone Condominiums". The initial phase of the Condominium consists of the Submitted Property described in Exhibit "A", together with the improvements situated thereon. The Submitted Property includes, but is not limited to, Two (2) buildings, containing a total of thirty-four (34) Units, together with driveways, courtyards and related parking areas.

3.02 Description of Units. The Property described and submitted to the Act is divided into thirty-four (34) separate condominium Units, each subject to the provisions of this Declaration. Each Unit consists of a dwelling and its appurtenant percentage of undivided interest in the Common Elements as identified herein. The identifying numbers and description of the Units are set forth in Exhibit "C" which is attached hereto and incorporated herein by this reference.

3.03 Boundaries of Units. The Units are depicted on the Plats and Plans and each Unit will be constructed substantially in accordance with the Plans as evidenced by the certifications attached to Exhibit "D". Except as provided in Sections 3.07 and 3.08 below, which describes the Common Elements and Limited Common Elements, each Unit includes that part of the structure, which lies within the following boundaries:

(A) The boundaries of each Unit shall be the interior surface of the walls, floors, and ceilings, which separate the Unit from other Units and the Common Elements.

(B) All doors and windows therein, and all lath, wall board, plaster board, plaster, paneling, molding, tiles, wallpaper, paint, finished flooring, surfaces and any other materials constituting any part of the finished surfaces thereof shall be deemed a part of such Units but all other portions of such walls, floors, or ceilings, shall be deemed a part of the Common Elements.

(C) If any chutes, flues, ducts, conduits, wires, bearing walls, bearing columns, or any other apparatus lies partially inside and partially outside of the designated boundaries of a Unit, any portions thereof serving only that Unit shall be deemed a part of that Unit; but any portions thereof serving more than one (1) Unit or any portion of the Common Elements shall be deemed a part of the Common Elements.

(D) Subject to paragraph "C", all space, interior partitions, and other fixtures and improvements within the boundaries of a Unit shall be deemed a part of that Unit.

3.04 Alterations within Units. Any Unit Owner may make any improvements or alterations within his/her Unit that do not materially impair the structural integrity of any structure or otherwise materially lessen the support of any portion of the Condominium as determined in the discretion of the Board of Directors. To the extent of any change made by any Owner within his/her Unit, such Owner shall be strictly liable for any impairment of the structural integrity of any structure, or the lessening of support of any portion of the Condominium and, furthermore, shall be strictly liable for any damages to person, property, or otherwise, occasioned by the conduct of such Owner, or their successors or assigns in interest, making such change. Despite the foregoing, no Unit Owner shall do anything that would change the exterior appearance of his Unit or any other portion of the Condominium except to such extent and subject to such conditions as provided in this Declaration and in the By-Laws of the Association. Despite anything else contained herein to the contrary, or despite any other authorities granted to Owners, no change in any Unit shall materially weaken, damage, destroy, endanger or remove any bearing wall or bearing column, or any other portion of the Common Elements, other than as may be expressly authorized by the terms of the Act.

3.05 Relocation of Boundaries between Units. Units shall not be subdivided unless relocation thereof is accomplished in strict accordance with the provisions of the Act and with the consent of the Board of Directors. Boundaries between adjoining Units shall remain as established in accordance with the terms of this Declaration and shall not be relocated.

3.06 Allocation of Undivided Interest in Common Elements. Pursuant to O.C.G.A. Section 44-3-78 of the Act, each Unit is allocated an undivided interest in the Common Elements equal to each other Unit in the Condominium. The undivided interest in the Common Elements hereby allocated to each Unit shall not be altered except to the extent expressly provided by the Act. The percentage of undivided interest of each Owner in the Common Elements is appurtenant to the Unit owned by the Owner. Specific provisions regarding allocation of undivided interest in the Common Elements in connection with expansion of the Condominium appear in Article IV hereof.

3.07 Description of Common Elements. The Common Elements (hereinafter sometimes referred to as the "Common Area") of the Condominium shall consist of all portions of the Condominium property not located within the boundaries of a Unit. No appurtenance may be separated from the Unit to which it appertains and

such appurtenances shall be deemed to be conveyed or encumbered or to otherwise pass with the Unit whether or not expressly mentioned or described in a conveyance or other instrument describing the Unit. The Common Elements shall remain undivided and neither Owner nor any other person shall bring an action for petition or divisions of the whole or any part thereof except as provided in the Act.

Each Owner may use the Common Areas for the purposes for which they are intended, subject to any limitations stated herein, but no such use shall enter or encroach on lawful rights of the other Owners.

3.08 Limited Common Elements. Supplementing the provisions of O.C.G.A. 44-3-75, ownership of each Unit shall entitle the Unit Owner thereof to the exclusive use of those portions of the Common Elements consisting of:

(A) Any heating and/or air conditioning compressors, units, components or other apparatus serving such Unit which may be located beyond the boundaries thereof;

(B) Any patios, doorsteps, porches, covered or uncovered terrace, balcony or deck together with the enclosure or cover therefor, now or hereafter located in whole or in part adjacent to a Unit, and shown on the Plat or the Plans as appurtenant to such Unit; and

(C) Any entranceways, stairways, steps, stoops, landing and appurtenant fixtures and facilities providing direct access to the Unit.

(D) Any other assignment of Common Elements as Limited Common Elements or reassignment of Limited Common Elements shall be effected only by means of an amendment to this Declaration duly executed and recorded pursuant to the provisions of O.C.G.A. Section 44-3-82 of the Act.

In the event that any of the items described herein or in O.C.G.A. 44-3-75 serve more than one but less than all Units in a building, such items shall be Limited Common Elements appurtenant to the Units served thereby.

3.09 Easements.

(A) Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Elements for the purposes for which they are intended (including, without limitation, the right of vehicular parking and vehicular and pedestrian access, ingress and egress to and from his/her Unit over those portions of the Common Elements from time to time designated for such purposes), and such easement shall be appurtenant to and shall pass with the title to every assessed Unit, subject to the following provisions:

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

(2) No such use shall enter or encroach upon the lawful rights of other persons.

(3) The right of the Association to control and restrict the use and enjoyment thereof and govern the operation of the Common Elements by promulgating reasonable rules and regulations with respect thereto as set forth herein, including, but not limited to, the right of the Association to charge reasonable admission and other fees for the use of any recreational facilities situated upon the Common Area;

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

(5) The right of the Association to suspend the voting rights of an Owner for any period during which any assessment against his/her Unit remains unpaid or for any other infraction of this Declaration, or of the Articles of Incorporation, By-Laws or Rules and Regulations of the Association, subject to the provisions of this Declaration.

(6) The right of the Association to suspend an Owner's right to use the Common Elements or the recreational facilities for any period which an assessment against his/her Unit remains unpaid or for any other infraction of this Declaration or the Articles of Incorporation, By-Laws or Rules and Regulations of the Association.

(7) The rights of the Association to grant easements, permits and licenses on, over and across the Common Elements as permitted herein.

(B) Delegation of Easement Rights. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Elements to the members of his family or his tenants who reside on the property.

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

(D) Structural Support. Every portion of a Unit that contributes to

the structural support of another Unit shall be burdened with an easement of structural support.

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

(F) Other.

(1) There shall be a general easement to the Association, its Directors, Officers, agents and employees (including, but not limited to, any manager employed by the Association) to enter upon the Condominium or any portion thereof in the performance of their respective duties. Except in the event of emergencies, this easement is to be exercised only during normal business hours and then, whenever practicable, only upon advance notice to and with the permission of the Unit Owner(s) or occupant directly affected thereby;

(2) The Declarant and its duly authorized agents, representatives and employees shall have an easement for the maintenance of sales offices and/or model units in the Condominium for so long as the Declarant offers any Unit for sale or so long as Declarant retains an Option pursuant to Section 4.01 herein to add Additional Phase Property to the Condominium;

(3) The Declarant and its duly authorized agents, representatives and employees shall have an easement on, over and across the Common Elements for the purpose of making improvements in and to the Units which it offers for sale;

(4) The Declarant and its duly authorized agents, representatives and employees shall have an easement for ingress and egress by vehicular and pedestrian traffic over (i) such drives, roadways, walkways and paths as are shown on the plat recorded in connection with the Submitted Property and such portions of the Additional Phase Property as have been submitted to this Declaration, and (ii) such drives, roadways and paths as may be constructed in the future.

(5) The Association shall have the right to grant easements on, over and across the Common Elements of the Peachtree-Malone Condominium Association, Inc.

(G) Encroachments. If any portion of the Common Elements

Common Elements for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance, ongoing development or operation of the Condominium. In addition, there shall be a general easement in favor of the Association upon, over, across, above, and under all of the Property and improvements submitted herein, and expressly including the Units, for ingress, egress, installation, replacing, repairing, and maintaining all utilities, including, but not limited to, gas, water, sanitary sewer, storm sewer, telephone, and electricity, or other community services if and when installed, such as, but not limited to, a master television antenna, cable television system, or security system should the Association determine to have such a system or systems installed. By virtue of this utility easement, the Association shall be expressly permitted to erect and maintain the necessary poles and other necessary equipment on the Common Elements of the Condominium, and to affix and maintain wires, conduits, cables, and the like on, above, over, across, under and through the roofs and exterior walls of the improvements in the Condominium, including the Units. Should any person furnishing any such utility service request a specific easement by separate recordable documents, the Association shall have the right to grant an easement.

ARTICLE IV EXPANSION OF THE CONDOMINIUM

4.01 Option to Submit Additional Phase Property. The Declarant hereby reserves the right, privilege and option (hereinafter referred to as the "Option"), to be exercised from time to time, in its sole discretion, to submit all or any portion of the Additional Phase Property, including improvements now or hereafter located thereon, to the provisions of the Act and of this Declaration, and thereby to cause the Additional Phase Property or such portions thereof, to become a part of this Condominium. Declarant is under no obligation to develop the Additional Phase Property or to submit any development thereon to this Declaration. The Option to submit all or any portion of the Additional Phase Property to this Declaration may be exercised by the Declarant in accordance with the following conditions and limitations, which are the only conditions and limitations on such Option:

(A) Time Limit. The Option may be exercised for a period of seven (7) years from the date of recording of this Declaration; provided, however, the Unit Owners of Units to which two-thirds (2/3rds) of the votes in the Association pertain, exclusive of any votes appurtenant to any Unit then owned by the Declarant, may consent to the extension of such Option within one (1) year prior to the date upon which such Option will expire.

(B) Location of Improvements. There are no limitations with respect to the location of any improvements that may be made on the Additional Phase Property or any portion thereof.

(C) Maximum Number of Units. A maximum one hundred and sixty-eight (168) Units may be developed on the Additional Phase Property and added to this Condominium.

(D) Residential Use. All Units created on the Additional Phase Property, or portions thereof, which are added to this Condominium, will be restricted exclusively to residential use.

(E) Compatibility. The Units and other structures developed on the Additional Phase Property or portions thereof which are added to this Condominium will be substantially complete and will be compatible with the Units and other structures previously constructed, in terms of quality of construction, principal materials of construction, and interior architectural style; however, no assurances are given that any of the Units or structures to be constructed on the Additional Phase Property or any portion thereof will be substantially identical to structures and Units on the Submitted Property. The Additional Phase Property may consist of a multi-story complex with underground parking facilities.

(F) Improvements. If improvements are made to the Additional Phase Property or any portion thereof and the same is added to the Condominium, the improvements to be made thereon will include buildings containing Units, walkways, decks, roads, swimming pool facilities, landscaping, street improvements, driveways, parking areas, utility systems, drainage areas and facilities, and other improvements serving such Unit; however, the foregoing shall not impose any obligation on Declarant to make any particular improvements to or on the Additional Phase Property or any portion thereof. Any improvements must be substantially complete prior to annexation pursuant to this Article IV.

(G) Reservation of Rights. If Condominium Units are developed on the Additional Phase Property or a portion or portions thereof and the same is added to the Condominium, Declarant reserves the right to create Limited Common Elements pertaining to any Units located thereon and to designate Common Elements within the Additional Phase Property or any portion thereof which may subsequently be assigned as Limited Common Elements, and there are no limitations on such right to create or designate Limited Common Elements, as aforesaid, within or on the Additional Phase Property or any portion thereof, in terms of the types, sizes or number of such Limited Common Elements or in any other respect.

4.02 Exercise of Option. The Option reserved by Section 4.01 may be exercised from time to time by the Declarant only by the execution by it, pursuant to O.C.G.A. 44-3-89 of an amendment or amendments to this Declaration which shall be filed for record in the Office of the Clerk of the Superior Court of DeKalb County, Georgia, together with a Supplemental Plat and Plans for the residential

dwellings on the Additional Phase Property or such portions thereof as shall be submitted to this Declaration by such amendment. From and after the submission of the Additional Phase Property or any portion thereof to the Act by such amendment to this Declaration:

(A) Interest in Common Areas. The undivided percentage interest in the Common Elements pertaining to each Unit in the Condominium, including the Units located on the Additional Phase Property or such portion thereof as shall have been submitted to this Declaration, shall be equal;

(B) Votes. The number of votes in the Association shall be increased by one (1) for each Unit located on the Additional Phase Property or such portion thereof as in then being submitted to this Declaration, and each Unit in the Condominium, including the Units located on the Additional Phase Property or such portion thereof as shall have been submitted to this Declaration, shall have one (1) vote in the Association; and

(C) Liability. The liability of each owner of a Unit in the Condominium, including the Units located on the Additional Phase Property or such portion thereof as shall have been submitted to this Declaration, for Common Expenses shall be equal.

ARTICLE V USE RESTRICTIONS

5.01 General. This section sets out certain use restrictions that must be complied with by all Owners and occupants of Units. In addition, the Board may, from time to time, without the consent of the Owners, adopt, modify, or delete Rules and Regulations applicable to the Units as permitted by Section 8.05.

5.02 Residential Use. The Units at Peachtree-Malone Condominiums shall be and are restricted exclusively to residential use and no trade or business of any kind may be conducted in or from a Unit or any part of the Condominium either as a primary or accessory use of either the Unit or any portion of the Condominium; provided, however, an Owner or occupant may conduct such business activities within the Unit so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the Unit; (b) the business activity does not regularly involve persons or vehicles coming onto the property who do not reside on the property; (c) the business activity would not include having any tools of a particular trade stored or placed in any area which can be seen by Owners; (d) the business activity conforms to all zoning requirements for the property; (e) the business activity is consistent with the residential character of the Condominium and does not require use of Common Element utilities or does

not constitute a nuisance or a hazardous or offensive use, as may be determined in the sole discretion of the Board of Directors. The foregoing restrictions as to residential use shall not, however, be construed in such manner as to prohibit an Owner or his tenant, if any, from (1) maintaining his personal professional library, (2) keeping his personal business or professional records or accounts, (3) handling telephone calls or correspondence relating to his personal business or profession. Such uses are expressly declared customarily incidental to the principal residential use and non-violation of said restrictions. Notwithstanding the above, Association sponsored activities, such as "garage sales", are permitted, but only with the prior consent of the Board of Directors. Other restrictions regarding use of Units and the Common Elements are detailed herein and, also, may be adopted, in accordance with the terms hereof and as specified in the By-Laws, by the Board of Directors.

5.03 Use and Occupancy. The Units at Peachtree-Malone Condominium shall be and are restricted exclusively to single family residential use only and no trade or business of any kind may be carried on therein. As used herein, the term "single family" shall not require a relationship of blood or marriage and shall include roommate relationships, but shall specifically exclude boarding house, hotel, or transient uses. No Unit shall be used for any commercial, business or professional purpose, except that an Owner may use a portion of the Unit to "do work at home", as long as the Owner does not run, operate or control his business from his Unit and does not create regular customer, client, or employee traffic or otherwise create a nuisance. "Occupancy", for purposes of this Declaration, shall be defined as staying overnight in Unit for more than thirty (30) days in any one (1) year period.

5.04 Unlawful Use. No unlawful use shall be made of the Condominium or any part thereof and all valid laws, orders, rules and regulations of all governmental agencies having jurisdiction thereof shall be strictly complied with. Compliance with said legal requirements shall be accomplished by and at the sole expense of the Unit Owner or Owners or the Association, as the case may be, whichever shall have the obligation hereunder to maintain and repair the portion of the Condominium affected by any such legal requirement. Each Unit Owner shall give prompt notice to the Association of any written notice received by such Unit Owner of the violation of any legal requirement affecting the Condominium. Notwithstanding the foregoing provisions, any Unit Owner may, at his expense, defer compliance with and contest, by appropriate proceedings prosecuted diligently and in good faith, the validity or applicability of any legal requirement affecting any portion of the Condominium which such Unit Owner is obligated to maintain and repair, and the Association shall cooperate with such Unit Owner in such proceedings; provided, however, that (1) such Unit Owner shall pay and shall defend, save harmless, and indemnify the Association and each other Unit Owner against all liability, loss or damage which any of them respectively shall suffer by reason of such contest and/or non-compliance with such legal requirements,

including reasonable attorneys fees and other expenses reasonably incurred; and (2) such Unit Owner shall keep the Association advised as to the status of such proceedings. The Association may also contest any such legal requirement without being subject to the foregoing conditions as to contest and may also defer compliance with any such legal requirement, but only subject to the foregoing conditions as to deferral of compliance and the cost and expenses of any such contest by the Association shall be a common expense.

5.05 Improvements. No improvements or alterations of any nature whatsoever other than routine maintenance, repair, and replacement of existing improvements as provided herein shall be permitted to the Common Elements or the Limited Common Elements assigned to any Unit without the written prior approval of the Board of Directors of the Association. Any change in exterior paint or decor must first be approved in writing by the Board of Directors, or its delegates.

5.06 Signs, Etc. No Owner shall, without the prior written consent of the Board of Directors of the Association, place or cause to be placed or maintained (1) on any exterior door, wall, or window of the Unit, or upon any door, wall or window of the Common Elements, any sign, awning, canopy, window box or advertising matter or other thing of any kind; (2) any decoration, lettering, or advertising matter on the glass of any window or door of the Unit, or (3) any advertising matter within the Unit which shall be visible from the exterior thereof. The approval of any signs or posters, including, without limitation, name and address signs, shall be upon such conditions as may be from time to time determined by the Board of Directors of the Association and may be withheld. Notwithstanding the above, the Association shall have the right to erect reasonable signage on any portion of the Common Elements. Notwithstanding the above, as space permits, signs may be neatly displayed, as determined by the Board of Directors, on the community bulletin board so long as such signs are no longer than four (4) inches by six (6) inches.

5.07 Temporary Structures. No buildings or structures shall be moved from other locations onto any of the building areas as shown on the Plats and Plans. No structures of a temporary character, trailer, tent, shack, carport, garage, barn, or other outbuilding shall be used as a residence on any portion of the Condominium as may be subjected hereto at any time, either temporarily or permanently.

5.08 Pets. No animals, livestock, birds, or poultry of any kind shall be raised, bred, or kept on any part of the Condominium except that no more than a total of two (2) generally recognized house pets (dogs, cats, etc.) may be kept by a respective Owner in their respective Unit, provided that they are kept and maintained solely as domestic pets and are not kept, bred, or maintained for any commercial purpose or in a manner which is in violation of state or local laws and do not endanger the health or unreasonably disturb the Owner of any Units or any

resident thereof; provided the Board of Directors may, by adoption of rules and regulations, prohibit from the Condominium Property and Units, animals which are determined by the Board to be dangerous to the health, safety or welfare of the Owners. No pet structures or enclosures shall be erected, placed, or permitted to remain on any property subjected to this Declaration. The keeping of pets and their ingress, egress, and travel upon the Common Elements shall be subject to such rules and regulations as may be issued by the Board of Directors. If any Owner or occupant fails to abide by the rules and regulations and/or covenants applicable to pets, the Board of Directors may bar such pet from use or travel upon the Common Elements, or subject such use or travel to a user fee, such to be collectible in the same manner as Condominium common assessments.

5.09 Freehold Estate. Each Condominium Unit shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions, and provisions hereof and of the Georgia Condominium Act.

5.10 Trash, Etc. All rubbish, trash, and garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon. In the event that trash is to be collected at each individual Unit for removal from the premises, said trash must be placed in closed containers approved by the Association. If trash dumpsters are used to facilitate trash, rubbish, and garbage removal, all such trash, rubbish, and garbage shall be placed therein for removal from the premises. No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of the Property except as described herein and no odor shall be permitted to arise therefrom, so as to render any portion thereof unsanitary, unsightly, offensive, or detrimental to persons using or occupying other portions of the Property. In the event any Owner, or any member of his family, tenants, agents or guests dump or place any trash or debris upon any portion of the Property, said Owner shall be liable to the Association for the actual cost of removal thereof or the sum of one hundred dollars (\$100.00) whichever is greater, and the same shall be added and become a part of the portion of any assessment next coming due to which the Unit Owner is subject.

5.11 Clothesline, Etc. Outside clotheslines and other facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed or maintained on any portion of the Condominium, nor shall any clothing, rugs, or any other item be hung on or from any window, balcony or patio railing.

5.12 Exterior Appearance. All equipment and storage piles, other than woodpiles, shall be kept screened by adequate planting or fencing so as to conceal them from the view of any member of the Community, and streets, unless otherwise authorized by the of Board of Directors of Association; provided, however, exterior personal patio furnishings, such as chairs, grills, swings, and flower pots, located within a Unit's balcony, patio, porch, terrace, or deck shall be

permissible. No foil or other reflective materials shall be used on any windows for sunscreens, blinds, shades, or any other purpose, nor shall window-mounted air-conditioning or heating Units be permitted. All shades, blinds, drapery and linings, interior shutters and other window treatments visible from the exterior of a Unit on any window or door shall be white or off-white or wood-colored. In order to provide a neat, attractive, and harmonious appearance throughout the Condominium, no awnings, shades or screens shall be attached to, hung or used on the exterior of any window or door of a Unit without the prior written consent of the Board of Directors of the Association.

5.13 Antennas. Without prior written approval and authorization of the Board of Directors of the Association, no exterior television or radio antennas over 18 inches in diameter shall be placed, allowed, or maintained upon any portion of the improvements located upon the Property nor upon any structure situated upon the Property, other than an aerial for a master antenna system, should any such master system or systems be utilized and require any such exterior antenna.

5.14 Unsightly or Unkempt Conditions. No Owner or occupant shall conduct any activity on the Condominium that would be unsanitary, unsightly, offensive or detrimental to persons using or occupying any other portions of the Condominium. Noxious or offensive activities shall not be carried on in any Unit or upon the Common Elements, and all Unit occupants shall refrain from any act or use of a Unit or the Common Elements which would cause disorderly, unsightly, or unkempt conditions, or which would cause embarrassment, discomfort, annoyance, or nuisance to the Unit occupants. Without limiting the generality of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes and which are approved by the Board of Directors, shall be placed or used upon the Condominium.

5.15 Planting. No planting or gardening shall be done by Owners upon the Common Elements (except for well-maintained, potted plants in a terra cotta or unfinished concrete containers or pots placed within or on Limited Common Elements) and no railings, fences, hedges or walls shall be erected or maintained within the Common Elements except with the prior written permission of the Board of Directors of the Association.

5.16 Nuisances. No Unit Owner shall do, suffer, or permit to be done, anything in his/her Unit which would impair the soundness or safety of the Condominium, or which would be noxious or offensive or an interference with the peaceful possession and proper use of other Units, or which would require any alteration of or addition to any of the Common Elements to be in compliance with any applicable law or regulation or which would otherwise be in violation of law. No Owner or occupant of a Unit may use or allow the use of the Unit or any portion of the Condominium in such a way as to unreasonably annoy other Owners or

occupants of a portion of the Community or as to constitute, in the sole discretion of the Board of Directors, a nuisance. Nothing herein, shall be construed to affect the rights of an aggrieved Unit Owner to proceed individually for relief from interference with his property or personal rights.

5.17 Prohibited Use. Except for the right of ingress and egress, the Owners of Units are hereby prohibited and restricted from using any of said property outside of their respective Units and the patios, except as may be allowed by the Association's Board of Directors or as expressly provided herein. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all Owners in the development and is necessary for the protection of said Owners.

5.18 Objectionable Activity. Equipment which is or may be installed in any Unit shall be designated, installed, maintained, and used by the Unit Owner or occupant of such Unit so as to minimize, insofar as reasonably practicable and in any event reduce to a reasonably acceptable level, the transmission of noise, vibration, odors, and other objectionable transmissions from such Unit to any other portion of the Community. Further, no Unit Owner or occupant shall discharge or permit to be discharged anything into waste lines, vents, or flues of the buildings in the Condominium which might be reasonably anticipated to cause damage thereto, spread odors or otherwise be offensive.

5.19 Prohibited Activity. No Unit Owner or occupant shall commit or permit any violation of any insurance policy obtained and maintained by the Association pursuant to the provisions of Article XVI hereof or the By-Laws, or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might reasonably (i) result in termination of such policy, (ii) adversely affect the right of recovery thereunder, (iii) result in reputable insurance companies refusing to provide insurance as required by Article XVI hereof or the By-Laws, or (iv) result in an increase in the insurance rate or premium unless, in the case of such increase, the Owner responsible therefor shall pay the same. If the rate of premium payable with respect to policies of insurance obtained and maintained by the Association or with respect to any insurance policy carried independently by any Unit Owner shall be increased or shall otherwise reflect the imposition of a higher rate by reason of anything that is done or kept in a particular Unit, or as a result of the failure of any Unit Owner or occupant to comply with the requirements of insurance policies obtained and maintained by the Association, or as a result of the failure of any such Unit Owner or occupant to comply with any of the terms and provisions of the Condominium instruments, the Owner of that particular Unit shall reimburse the Association and such other Unit Owner respectively for the resulting additional premiums which shall be payable by the Association for such other Unit Owners, as the case may be. The amount of such reimbursement due the Association may, without prejudice to any other remedy to

the Association, be enforced by assessing same to that particular Unit as a common expense specially assessed under Article IX hereof.

5.20 Motor Vehicles, Trailers, Boats, Etc. Motor vehicles shall be operated and parking shall be conducted only upon those portions of the Common Elements designated for such purposes by the Board of Directors of the Association. There shall be no outside storage or parking upon any portion of the Common Elements or Limited Common Elements of any mobile home, motor home, trailer (either with or without wheels), tractor, tractor-trailer, truck, camper, truck-camper, camper-trailer, boat or other water craft, boat trailer, motorcycle, motorized bicycle, motorized go-cart, or any other similar transportation devices, vehicles primarily for commercial purposes, vehicles with commercial writings on their exteriors, abandoned vehicles, vehicles which are either dismantled, partially dismantled, inoperative, discarded or one which does not have a valid license plate attached thereto, except (i) within the parking spaces, if any, assigned by the Board of Directors of the Association to and for such storage or parking, and (ii) for guests temporarily parking in spaces designated by the Board of Directors and in accordance with the Rules and Regulations promulgated from time to time by the Board of Directors. Although not expressly prohibited hereby, the Board of Directors may at any time prohibit such vehicles as referenced above from being kept, placed, stored, maintained, or operated upon any portion of the Condominium if in the opinion of the Board of Directors of the Association such prohibition shall be in the best interest of the Condominium. No Unit Owners or occupants shall repair or restore any vehicle of any kind upon the Common Elements or upon any portion of the Condominium, including the Limited Common Elements, except for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility. The Board of Directors shall have the right to from time to time to designate an area of the Common Elements on which all automobiles and other vehicles may be washed, cleaned, and waxed by Unit Owners or occupants, and if the Board of Directors so designates such an area, the Board of Directors shall have the further right to expressly prohibit the washing, cleaning, or waxing of automobiles and other vehicles upon any portion of the Condominium, except within such areas as are expressly designated for such use by the Board of Directors. No vehicle shall be parked so as to obstruct the fire lanes or roadways within the Condominium. The Association is expressly authorized to remove, by immediately towing or other methods, at the Owner's expense, any unlawful or restricted vehicle in violation hereof or which is placed on the Condominium Property in violation of the Rules and Regulations governing as may be adopted, from time to time, by the Board of Directors.

5.21 Vacant Units. Should a Condominium Unit become vacant, the Owner is responsible for securing the Unit while it is unoccupied, including engaging all locks, providing security lighting, and heating the interior sufficient to keep pipes from freezing. Insurance claims for frozen pipe damage in an unheated Unit may be

offset by a special assessment against the Unit Owner in an amount equal to the damage claim.

5.22 Solar Energy Device, Etc. No artificial or man made device which is designed or used for collection or heating of by solar energy or any other similar purposes shall be placed, allowed or maintained upon any portion of the Condominium.

5.23 Firearms. The use of firearms upon the Common Elements is strictly prohibited. The term "firearms" include "BB guns, pellet guns and other firearms of all types, regardless of size.

5.24 Enforcement. Use restrictions and Rules and Regulations, as may be adopted by the Board of Directors, from time to time, may be enforced by the imposition of reasonable monetary fines and suspension of use and voting privileges as provided in Section 44-3-76 of the Act. These powers, however, shall not be construed as limiting any other legal means of enforcing the use restrictions or Rules and Regulations of the Association. Any fines so imposed shall be considered an assessment against the Unit and may be collected in the manner provided for collection of other assessments.

ARTICLE VI
ADDITIONAL RIGHTS AND RESTRICTIONS

6.01 Association's Right of Entry. The Association shall be granted a right of entry upon Unit premises and any Limited Common Elements for emergency repairs, security and safety purposes and a reasonable right of entry thereupon to effect other repairs, improvements, replacement or maintenance as necessary. Such right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner, provided, in the event of an emergency, such right of entry shall be immediate. This right of entry shall include the right of the Association, at reasonable times, to enter a Unit to cure any condition which may increase the possibility of fire or other damage in the Condominium in the event an Owner fails or refuses to cure the condition upon request by the Board. To facilitate the Association's right of any such emergency as provided herein, the Owner of each Unit, if required by the Association, shall deposit under the control of the Association a key or keys to such Unit.

ARTICLE VII
MAINTENANCE RESPONSIBILITIES

7.01 General. Except as provided in this Article VII, all power and responsibilities with regard to maintenance, repair, renovation, restoration and replacement shall be governed by the provisions of O.C.G.A. Section 44-3-105.

7.02 By the Association. The Association shall maintain and keep in good repair all portions of the Common Elements, including the Limited Common Elements except as otherwise provided in Article VII hereof. In particular, the Association shall be responsible for providing the following exterior maintenance to all improvements located in the Condominium so that such improvements will at all times be maintained in good condition and repair: paint, stain, repair, replace, and care for, as the case may be, all foundations, all exterior siding, all exterior roof surfaces, all gutters and downspouts, all exterior shutters, indoor hallways (including floorings, wallcoverings and lighting), all fences and railings, all doorsteps, porches, patios and decks, all exterior windows (excluding the glass therein) and window frames and hardware, all exterior doors, (excluding the glass therein) and door frames and hardware, and all other exterior building surfaces, with the exception of glass, window screens and attached exterior light fixtures, the repair, replacement and maintenance of all of which are the responsibility of the Unit Owners of the Units to which they are attached or appurtenant. Despite any provision herein contained to the contrary, the Association shall not be liable for injury or damage to any person or property (i) caused by the elements or by any Unit Owner or any other person, (ii) resulting from any rain, water, snow, or ice which may leak or flow from any portion of the Common Elements or Limited Common Elements, or (iii) caused by any pipe, plumbing, drain, conduit, appliance, equipment, or utility lines or facilities, coming out of repair or otherwise leaking, the responsibility for the maintenance of which belongs to the Association, nor shall the Association be liable to any Unit Owner for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Common Elements or Limited Common Elements. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Association, or from any action taken by the Association to comply with any law or ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay such assessments being a separate and independent covenant on the part of each Unit Owner. In the event the need for maintenance, repair or replacement is the responsibility of the Association hereunder is caused through the willful or negligent act of any Owner, his or her family, guests, lessees, or invitees, then, the Association shall give the Owner written notice of the repair, replacement or maintenance work needed and

an estimated cost to accomplish such repairs, replacement or maintenance work. The Owner shall have fifteen (15) days within which to pay the Association such estimated costs, and in the event of a failure to pay, such cost shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Unit.

7.03 By the Owner. Except as provided in Section 7.02 hereinabove, each Owner shall have the obligation to maintain, keep attractive, keep in good repair and replace all portions of the Unit and any and all Limited Common Elements assigned to his/her Unit as might be appurtenant thereto; provided, however, that in the event any Limited Common Element is appurtenant to more than one (1) Unit, such Limited Common Element shall be maintained, replaced, kept attractive and kept in good repair by all of the Units so served thereby and shall be maintained at the expense of the Units so served; provided, further, that such maintenance, repair, upkeep or replacement of such Limited Common Element as serves more than one Unit shall be performed at such times as directed by the Board of Directors of the Association or in the absence of such determination as agreed to by all Owners so benefited. Each Owner shall be responsible for the watering and proper maintenance of any potted plants permitted within or on such Limited Common Elements but the Association shall be responsible for and shall perform all structural repairs and replacement to the Limited Common Elements areas. In addition, each Unit Owner shall be responsible for the maintenance, repair and replacement of all fixtures, equipment and appliances, (including, without limitation, the heating and air conditioning system) in or serving his/her Unit and all glass, window screen, and light fixtures (interior and attached exterior) which are a part of the Unit or the Limited Common Elements assigned thereto. Each Owner shall promptly report to the Association any defect or need for repairs, the responsibility for which belongs to the Association. No Owner shall decorate, change, or otherwise alter the appearance of any portion of the exterior of his Unit or the Limited Common Elements assigned thereto unless such decoration, change, or alteration is first approved, in writing, by the Board of Directors of the Association.

7.04 Failure to Maintain. In the event that the Association determines that any Unit Owner has failed or refused to discharge properly his obligations with respect to the maintenance, cleaning, repair, or replacement of items for which he is responsible under this Declaration, then, in that event, the Association, except in the event of an emergency situation, shall give such Owner written notice of the Association's intent to provide such necessary maintenance, cleaning, repair, or replacement at such Owner's sole cost and expense, and setting forth with reasonable particularity the maintenance, cleaning, repair, or replacement deemed necessary. Except in the event of emergency situations, such Owner shall have fifteen (15) days in which to complete said maintenance, cleaning, repair, or replacement in a good and workmanlike manner, or in the event that such maintenance, cleaning, repair, or replacement is not capable of completion within

said fifteen (15) day period, to commence said maintenance, cleaning, repair, or replacement and diligently proceed to complete said maintenance, cleaning, repair, or replacement with a reasonable time period in a good workmanlike manner. In the event of emergency situations or the failure of any Owner to comply with the provisions hereof after such notice, the Association may provide any such maintenance, cleaning, repair, or replacement at such Owner's sole cost and expense, and said cost shall be added to and become a part of the assessment to which such Owner and his Unit are subject and shall become a lien against such Unit as provided herein.

7.05 Additional Maintenance Responsibility. Notwithstanding any other provision herein to the contrary, the Board of Directors, upon resolution, shall have the authority to require any or all of the Unit Owners to do any act or perform any work, or otherwise refrain from performing any act or any work, involving portions of the Condominium which are the maintenance responsibility of the Owner which will, in the Board's sole discretion, decrease the possibility of fire or other casualty to the Condominium, reduce the insurance premium payable by the Association or otherwise assist the Association in securing or maintaining such insurance coverage. By way of example and not limitation, this authority shall include the authority of the Board to require all owners to install cut-off valves for water pipes as may serve their Units, or install cut-off valves, which cut-off valves shall be installed in locations determined by the Association to assist in the event of emergency. The Board's authority hereunder shall also allow the Board to require Owners to insulate pipes sufficiently or take other preventative measures to prevent freezing of water pipes to include, by way of example and not limitation, requirement of heating of Units to certain temperatures and/or draining of water pipes in the event of a vacancy of a Unit and, otherwise, require owners to install smoke detectors and take such other measures as the Board may reasonably require. In the event that an owner does not comply with any requirement made by the Board of Directors pursuant to this Section, the Association upon fifteen (15) days written notice (during which period the Owner may perform the required act or work or refrain from taking such act or agree to refrain from taking such act or work without further liability) may perform such required act or work at the Unit Owner's sole cost and expense, which cost and expense shall be added to and become a part of the assessment obligation of such Owner and shall become a lien against the Unit collectible as provided for other assessments. The Association shall have all rights necessary to implement the requirements of this Section including, but not limited to, the right to adopt reasonable rules and regulations and the right of reasonable entry.

ARTICLE VIII
ASSOCIATION

8.01 General. The Association, "PEACHTREE-MALONE CONDOMINIUM ASSOCIATION, INC.", has been incorporated as a non-profit membership corporation under the Georgia Non-Profit Corporation Code. The organization of the Association has been duly effectuated including appointment of the first Board of Directors and election of its initial Officers. The Declarant shall have the right to appoint or remove any member or members of the Board of Directors or any Officer or Officers of the Association until such time as the first of the following events occurs: (a) the expiration of seven (7) years after the recording of this Declaration; (b) the date as of which Units to four-fifths (4/5ths) of the undivided interests in the Common Elements pertain shall have been conveyed by the Declarant to Unit Owners other than a person or persons constituting the Declarant, unless the Declarant at that time has an unexpired Option to add any portion of the Additional Phase Property to the Condominium; and (c) the surrender by the Declarant of the authority to appoint and remove members of the Board of Director and Officers of the Association by an express amendment to this Declaration executed and recorded by the Declarant. No limitations or restrictions on the powers of the Association or its Board of Directors are provided herein.

8.02 Membership. All Unit Owners, by virtue of their Ownership of a Unit in the Condominium, are members of the Peachtree-Malone Condominium Association, Inc., and shall be entitled to vote, subject to any limitations stated herein, on all matters upon which members of the Association are entitled to vote, pursuant to the Declaration and in accordance with the By-Laws. Membership shall be appurtenant to and may not be separated from the ownership of each Unit, and ownership of a Unit shall be sole qualification for such membership. The foregoing is not intended to include mortgagees or any other persons who hold an interest merely as a security for the performance of an obligation, and the giving of a security interest shall not terminate or otherwise affect a Unit Owner's membership. Pursuant to the provisions of O.C.G.A. Section 44-3-79, the number of votes from the Association hereby allocated to each Unit is one (1), so that each Unit has an equal vote. Said votes shall be cast under such procedures as may be prescribed by this Declaration and the By-Laws of the Association, as both may be amended from time to time, or by law.

8.03 Allocation of Votes in the Association. Each Unit Owner shall automatically be a member of the Association, which membership shall continue during the period of ownership by such Unit Owner. Pursuant to the provisions of O.C.G.A. 44-3-79 the number of votes in the Association shall be equal and each Unit Owner shall have one (1) vote for each Unit owned.

8.04 Meetings. Meetings of the members of the Association shall be held in accordance with the provisions of the Association's By-Laws, and in any event not less frequently than annually. At the annual meeting, reports of the affairs, finances and budget projections of the Association shall be made to the Unit

Owners.

8.05 Rules and Regulations. Reasonable regulations concerning the use of the Units, appurtenances thereto, and the Common Elements may be made and amended from time to time by the Board of Directors of the Association; provided, however, that copies of such regulations and amendments thereto shall be furnished by the Association to all Unit Owners. Failure to abide by any such regulation, rule or requirement shall be grounds for any action by the Association and any aggrieved Unit Owner to recover damages, or obtain injunctive and equitable relief or both. A copy of the initial rules and regulations is attached hereto as Exhibit "E".

8.06 Compensation. No Director or Officer of the Association shall receive any fee or compensation for services performed by him unless such fee or compensation is first fixed by a resolution adopted by a majority vote of the Unit Owners present in person or by proxy at a meeting duly called and held for such purpose.

8.07 Control by Declarant. Notwithstanding anything contained elsewhere in this Declaration, or in the Articles of Incorporation or By-Laws, which may be construed to the contrary, the Declarant shall be authorized to appoint and remove any member or members of the Board of Directors and any Officer or Officers of the Association. The Declarant's authority to so appoint and remove members of the Board of Directors and Officers of the Association shall expire upon the first of the following to occur: (a) the expiration of seven (7) years after the recording of this Declaration; (b) the date as of which Units to which three-quarters (3/4) of the undivided interests in the Common Elements pertain shall have been conveyed by the Declarant to Unit Owners other than a person or persons constituting the Declarant, unless the Declarant at that time has an unexpired Option to add any portion of the Additional Phase Property to the Condominium; or (c) the surrender by the Declarant of the authority to appoint and remove members of the Board of Directors and Officers of the Association by an express amendment to this Declaration executed and recorded by the Declarant.

ARTICLE IX ASSESSMENTS AND ALLOCATION OF LIABILITY FOR COMMON EXPENSES

9.01 General. The Association shall have the power to impose assessments that shall be, other than as provided in Section 9.02 hereof, apportioned among the Owners equally. Such apportioned assessments, together with all other assessments herein in this Declaration contemplated, shall be assessed against the Owners. Such assessments are the personal obligation of the persons who are the Owners of such Unit at the time the assessment fell due and are a lien against the

Unit. Each Owner of a Unit, by acceptance of a Deed, whether or not it be expressed in such deed, is deemed to covenant and agree to pay to the Association such assessments as levied.

9.02 Special Assessments. Pursuant to O.C.G.A. Section 44-3-80(b) of the Act, (i) those common expenses benefiting less than all of the Units shall be specially assessed equitably among the Condominium Units so benefited; (ii) any common expenses occasioned by the conduct of less than all of those entitled to occupy all of the Units or by the licensees or invitees of any such Unit or Units shall be specially assessed against the Condominium Unit or Units, the conduct of any occupant, licensee or invitee of which occasioned any such common expenses; and (iii) any common expenses significantly disproportionately benefiting all of the Units shall be assessed equitably among all of the Condominium Units. Other than for Limited Common Elements expressly designed as such in the Condominium Instruments and assigned to fewer than all Units, nothing contained above shall permit the Association to specially or disproportionately allocate common expenses for periodic maintenance repair and replacement of any portion of the Common Elements or the Units which the Association has the obligation to maintain, repair or replace.

9.03 Lien for Assessments. In the event an Owner or Owners fail to pay the Condominium Association assessment when due, the Association shall have a lien against the respective Unit for its pro rata share of such assessments. All such assessments, together with the charges, interest, costs and reasonable attorneys fees actually incurred, in the maximum amount permitted by O.C.G.A. Section 44-3-109 shall be a charge on the Unit and shall be a continuing lien on the Unit against which each assessment or expense is made. Such amount shall also be the personal obligation of the person who is the Owner of the Unit at the time when the assessment fell due. Each Owner shall be liable for his or her portion of each assessment coming due while he or she is the Owner of a Unit. The assessment shall be paid in such manner on such dates as may be fixed by the Board. The lien provided herein shall have the priorities established by O.C.G.A. Section 44-3-109 of the Act. As such, any lien for such assessment shall be affected by any sale or transfer of a Unit, except that said lien shall be subordinate to the lien of a first priority mortgage on a Unit and such other rights and liens as provided in O.C.G.A. Section 44-3-109, and a sale or transfer of a Unit pursuant to a foreclosure of a first mortgage shall extinguish a subordinate lien for assessments which became due and payable prior to such sale or transfer. However, any such delinquent assessments that were extinguished pursuant to the foregoing provisions may be reallocated and assessed among all of the Units (including the foreclosed Unit) as a Common Expense. Any such sale or transfer of a Unit pursuant to a foreclosure shall not relieve the purchaser or transferee of a Unit from liability for, nor the Unit from the lien, any assessment levied thereafter. In the application of the foregoing, the obligation and the lien for assessments shall also include (i) a late or

delinquency charge in the amount of the greater of ten dollars (\$10.00) or ten percent (10%) of the amount of each assessment or installment not paid when due; (ii) interest on each assessment or installment not paid when due, and on any delinquency or late charge appertaining thereto from the date the charge was first due and payable at a rate of ten percent (10%) per annum or such higher rate as may be authorized by the Act; (iii) the cost of collection, including court costs, the expenses of sale, any expense required for the protection and preservation of the Unit; and reasonable attorney's fees actually incurred; and (iv) the fair rental value of the Unit from the time of institution of suit until the sale at foreclosure. The personal obligation for delinquent assessments shall not pass to successors in title or interest unless assumed by them or required by applicable law.

9.04 Use of Assessments. Each Owner of a Unit shall be liable for and hereby covenants to pay a share of, on the basis of the allocation made as provided in Section 9.01 hereof, the common expenses not specially assessed which shall include, but not be limited to; all charges for taxes (except ad valorem taxes and other such taxes assessed separately on each Unit or on the property or any other interest of the Unit Owner); utility charges for utilities servicing the Common Elements, and other charges for common services for the Condominium, including trash collection and security services, if provided as the common expense; charges for water, sewer, and other utility services to the Units; (unless such water, sewer, or other utility charges are separately meted or allocated); insurance (including fire and other casualty and liability insurance); wages of Association employees, accounting fees, legal fees, management fees, and other expenses of upkeep and administration of the Condominium and of maintenance, improvement, management and operation of the Common Elements actually incurred by the Association; and the costs of a reserve for periodic maintenance, repair, and replacement of the Common Elements (including those Limited Common Elements which the Association is responsible) and for unforeseen operating deficiencies or contingencies, which reserve shall be replaced on a periodic basis payable in regular installments out of regular assessments rather than by special assessments.

9.05 Statement from Association. Any Unit Owner, mortgagee of a Unit, or person having executed a contract for the purchase of a Condominium Unit, or lender considering the loan of funds to be secured by a Condominium Unit, shall be entitled upon request to a statement from the Association or its Managing Agent setting forth the amount of assessments past due and unpaid (with late charges and interest applicable thereto) against the Condominium Unit. Such request and response of the Association shall meet the requirements of O.C.G.A. Section 44-3-109 of the Act. Payment of a fee in the amount of ten (\$10.00) dollars or such higher fee as may be authorized by the Act, shall be a prerequisite, payable by the party requesting such statement to the issuance of such a statement.

9.06 Other Special Assessments. The Board of Directors is empowered to

amendment is necessary to enable any governmental agency or reputable private mortgage insurance company to insure mortgage loans on the Units subject to this Declaration, provided any such amendment shall not adversely affect the title to any Unit Owner's Unit or materially alter or change any Unit Owner's right to the use and enjoyment of the Property as set forth herein unless such adversely affected Unit Owner shall consent thereto in writing.

10.04 Amendment by Unit Owners. In the event a meeting is held by the Unit Owners to consider an amendment to this Declaration, 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. Any member not present at a meeting at which an amendment is considered may evidence their consent to such amendment, thereafter, in writing. Except as otherwise provided in the Act or this Declaration or By-Laws, this Declaration may also be amended at any time and from time to time by the assent of Unit Owners having at least two-thirds (2/3rds) of the vote in the Association inclusive of any vote or votes pertaining to any Unit or Units then owned by Declarant; provided, however, that during any such time as there shall exist an unexpired Option to add any Additional Phase Property to the Condominium or during any such time as the Declarant has the right to control the Association pursuant to Sections 8.01, 8.07 and 21.01 hereof, the agreement shall be that of the Declarant and the Unit Owners of Units to which two-thirds (2/3rds) of the votes in the Association pertain, exclusive of any vote or votes appurtenant to any Unit or Units then owned by the Declarant. Amendments to this Declaration may be proposed by the Declarant, the Board of Directors of the Association, or by petition signed by Unit Owners having at least thirty percent (30%) of the total votes of the Association. Agreement of the required majority of Unit Owners to any amendment of this Declaration shall be evidenced by their execution of the amendment, or, in the alternative and provided that the Declarant does not then have the right to control the Association pursuant to said Section 8.01, 8.07, and 21.01, the sworn statement of the President, and Vice-President or Secretary of the Association attached to or incorporated in an amendment executed by the Association, in which sworn statement it is stated unequivocally that agreement of the required majority of Unit Owners was otherwise lawfully obtained. Any such amendment of this Declaration shall become effective only when recorded, or at such later date as may be specified in the amendment itself.

10.05 Unit Owners Consent to Enabling Amendments. Notwithstanding the foregoing, if any conflict shall exist between the terms of this Declaration and any regulation or other requirement of the Federal Home Loan Mortgage Corporation ("FHLMC") or Federal National Mortgage Association ("FNMA") and such regulation or requirement is not the subject of a valid waiver thereof by FHLMC or FNMA, then this Declaration shall be deemed, without the necessity of any further act or documentation, to have been amended so as to be consistent with such more

(B) any default by an Owner in performance of his obligations under this Declaration or the By-Laws or the Rules or Regulations or any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a first mortgage held, insured or guaranteed, by such eligible mortgage holder which default or delinquency remains uncured for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an individual Unit Owner of any obligation under the Condominium Instruments which is not cured within sixty (60) days;

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

(D) any proposed action which would require the consent of a specified percentage or mortgage holders hereunder or under the Act.

12.05 Financial Statement. Any holder of a first mortgage shall be entitled, upon written request, to receive within a reasonable time after request, an audited financial statement for the immediately preceding fiscal year, free of charge to the mortgagee so requesting.

12.06 Right to Attend Meetings. In addition to the rights of mortgagee's elsewhere provided above, each first mortgagee of a Condominium Unit who shall first file with the Association a written request, shall be entitled to receive notice of and to designate a representative to attend and observe all meetings of Unit Owners, but not meetings of the Board of Directors of the Association.

12.07 Inspection. Each first mortgagee of a Condominium Unit which is an institutional lender (such institutional lender being defined as a bank, savings and loan association, insurance company, FHA approved mortgage lender, pension fund, the Federal National Mortgage Association, the Federal Home Mortgage Corporation, mortgage banker, or other lender generally recognized in the community as an institutional lender) shall, upon request, be entitled to inspect the books and records of the Association during normal business hours.

12.08 Priority Rights. No provision of the Condominium instruments shall be construed to grant to any Unit Owner, or to any other party, any priority over any rights of the first mortgages of the Units pursuant to their mortgages in the case of a distribution to Unit Owners of insurance proceeds or Condominium awards for losses to or taking of Units and/or the Common Elements or any portions thereof.

pursuant to this Section. Leasing in the case of undue hardship shall only be permitted upon the Board's written approval of the Owner's application, and there shall be no occupancy by any lessee until such approval by the Board is granted. However, failure of the Board to approve or disapprove such written application to allow for leasing due to undue hardship within 15 days from the date of its submission shall automatically deem such application approved by the Board.

(E) Rules and Regulations. The Board of Directors of the Association shall have the authority and power to adopt and enforce reasonable Rules and Regulations in order to enforce this Article and shall have the authority and power to impose mandatory fines, in accordance with the declaration and By-Laws, in order to enforce the provisions of this section. Any transaction which does not comply with this section shall be void unless subsequently approved by the Board of Directors in writing.

(F) Leasing Provisions. The following provisions shall govern such leasing as is permitted by this section of the Declaration:

(1) General. Units may be leased only in their entirety; no fraction or portion may be leased. There shall be no subleasing of Units or assignment of leases unless approved in writing by the Board of Directors. No transient tenants may be accommodated in a Unit. All leases shall be in writing and must be approved by the Association. Except as otherwise permitted by the Board, all leases must be for a minimum term of one (1) year. All leases and lessees are subject to the provisions of the Declaration, By-Laws and Rules and Regulations. The Unit Owner shall make available to the tenant copies of the Declaration, By-Laws, and the Rules and Regulations.

(2) Liability and Compliance. Any lease of a Unit in the Condominium shall be deemed to contain the following provisions, whether or not expressly therein stated, and each Owner covenants and agrees that any lease of a Unit shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into a lease by existence of this covenant. Any lessee, by occupancy in a Unit, agrees to the applicability of this covenant and incorporation of the following language into the lease:

(a) Liability for Assessments, Fine and other Charges. Lessee agrees to be personally obligated for the payment of all assessments, fines and other charges levied against the Owner by the Association which become due during any period of occupancy by the lessee or which become due as a consequence of lessee's activities, including, but not limited to, activities which violate provisions of the Act, Declaration, the By-Laws, or the Rules and Regulations adopted pursuant thereto. The above provision shall not be construed

to release the Unit Owner from any obligation, including the obligation for assessments or any other charges assessed against their lessees for which he or she would otherwise be responsible.

Upon the failure of the Unit Owner to pay assessments, fines and other charges levied against the Owner by the Association which became due during any period of occupancy by the lessee or which become due as a consequence of Lessee's activities and upon request by the Association, lessee shall pay to the Association all rents and other charges payable to lessor. All such payments made by Lessee to the Association shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. It shall be the responsibility of the Association and not of the lessee to account to the lessor for funds actually received by the Association from the lessee. In the event that Lessee fails to comply with the Association's request to pay such rents and other charges, lessee shall pay to the Association all late charges, fines, interest, and costs of collection, including, but not limited to, reasonable attorney's fees actually incurred, to the same extent Lessee would be required to make such payments to the Association if the lessee were the Owner of the Unit.

(b) Compliance with Declaration, By-Laws, and Rules and Regulations. Lessee agrees to abide and comply with all provisions of the Declaration, By-Laws, and Rules and Regulations adopted pursuant thereto and shall control the conduct of all other occupants and guests in order to ensure compliance with the foregoing. Owner agrees to cause all occupants of their Unit to comply with the Declaration, By-Laws, and the Rules and Regulations adopted pursuant thereto and is responsible for all violations and losses caused by such occupants, notwithstanding the fact that such occupants of the Unit are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, or a Rule and Regulation for which a fine is imposed. Such fine shall be assessed against the Lessee; provided, however, if the fine is not paid by the Lessee within the time period set by the Board of Directors, the Owner shall pay the fine upon notice from the Association of the Lessee's failure to pay the fine or fines. Notwithstanding the above, the Board of Directors shall have the right, but not the obligation, to waive any fine or part thereof, assessed against the Lessee that is charged against the Owner, that was incurred during the term the Owner seeks, in good faith, to remedy a violation caused by the Lessee or to evict the Lessee. Unpaid funds constitute a lien against the Unit pursuant to the terms of the Declaration and the Act. Any Lessee charged with a violation of the Declaration, By-Laws, or Rules and Regulations adopted pursuant thereto is entitled to the same procedure to which an Owner is entitled prior to the imposition of a fine or other sanction.

Any violation of the Declaration, By-Laws, or rules and regulations adopted pursuant thereto is deemed to be a violation of the terms of the lease and thus a default under said Lease, and authorizes the Owner to terminate the lease

without liability and to evict the Lessee in accordance with Georgia law. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the Lessee for breaches resulting from the violation of the Declaration, By-Laws, and the Rules and Regulations adopted pursuant thereto, including the power and authority to evict the Lessee on behalf and for the benefit of the Owner, in accordance with the terms hereof. In the event the Association proceeds to evict the tenant, any costs, including attorney's fees and court costs, associated with the eviction shall be specially assessed against the Unit Owner thereof, such being deemed hereby as an expense which benefits the leased Unit and the Owner thereof.

The Board of Directors of the Association shall have the authority to enforce all rights under a lease entered into between a Unit Owner and his or her tenant as a third party beneficiary of said Lease.

(H) Notice. All owners who intend to lease their Units must give thirty (30) days written notice to the Board of Directors of their intention, along with a copy of the proposed lease, executed, and all such leasing and leases shall be subject to the approval of the Association in order to assure compliance of the provisions of the Declaration, By-Laws and Rules and Regulations. The Board's review of the proposed lease and approval or disapproval thereof shall be based upon (1) compliance of the proposed lease and lessee with the Declaration, By-Laws and Rules and Regulations, (2) submission of the lease notice provided for therein inclusive of all required information, and (3) submission of a copy of a signed lease with the lessee. The failure of the Board to approve or disapprove such written application to allow for leasing within fifteen (15) days from the date of its submission shall automatically deem such application approved by the Board. Any lease which is not authorized pursuant to the terms of this Section, the Declaration, By-Laws and the Rules and Regulations shall be void.

(I) Use of Common Elements. By the execution and submission of a lease to the Association by the Owner and Lessee, the Owner hereby acknowledges the transfer and assignment to the Lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Elements of the Community, including, but not limited to, the use of any and all Orchard Easement Areas.

ARTICLE XIV

ADDITIONAL RIGHTS OF PEACHTREE-MALONE CONDOMINIUM ASSOCIATION

14.01 General. The Declarant will set aside a portion of land to remain undeveloped that may be used by the Association for Amenities or recreation. Although the property does not presently contain amenities, the Declarant

contemplates, but is not so obligated, to locate a swimming pool facility within the Additional Phase Property at such time as the Additional Phase Property is submitted to this declaration.

ARTICLE XV
MANAGING AGENT

15.01 Managing Agent.

(A) The Board of Directors is hereby empowered to enter a contract for the hiring of a Managing Agent to act on or behalf of the Association and the Condominium. Any management contract for professional management of the Condominium shall contain a termination clause permitting termination by the Association, with cause upon thirty (30) days written notice thereof and without cause upon not more than ninety (90) days written notice. Such right of termination shall not require advance notice of more than said thirty (30) or ninety (90) days before the date of termination respectively. The term of any such agreement may not exceed one (1) year, renewable by agreement of the parties for successive periods of any more than one (1) year each.

(B) The Managing Agent shall be and hereby is empowered to perform on behalf of the Owners, Board of Directors, and the Association, all rights, powers and privileges of the Board of Directors and the Association, as provided in this Declaration, the By-Laws and other Condominium Instruments, if any, and the Act, unless the Board otherwise provides.

(C) Each Owner by acceptance of a Deed to his or her Unit does ratify, confirm, accept and consent to the appointment of this Managing Agent.

(D) The Board of Directors shall require that any managing agent of the Association handling or responsible for Association funds shall furnish an adequate fidelity bond covering its directors, officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Association.

ARTICLE XVI
INSURANCE

16.01 Insurance. The Association shall obtain and maintain at all times, as a common expense, insurance as required by 44-3-107 of the Act and as further required in accordance with the terms of the By-Laws of the Association.

16.02 Liability Insurance. To the extent obtainable, the Association shall

Upon the expiration of the period of the Declarant's right to control the Association pursuant to said Section 8.01 and 8.07, such right to control shall automatically pass to the Unit Owners (including the Declarant if the Declarant then owns one (1) or more Units). The Declarant shall be jointly responsible and liable with the members of the Board of Directors and Officers to the Unit Owners for the books, records and accounts of the Association being in proper order, the Association being in good standing under the laws of the State of Georgia, and the affairs of the Association having been conducted in a prudent and businesslike manner, all as of the date upon which the Declarant's right to control the Association shall have expired; and the Declarant shall not be insulated against liability to the Unit Owners because of any act, omission or matter complained of during such period of control which may have been done, omitted or permitted by or on behalf of the Association as a corporate entity. Nothing herein contained shall make responsible or subject to liability any successor to the Declarant by operation of law or through purchase of the Declarant's interest in the Property (or any part thereof) at foreclosure for any act, omission or matter occurring, or arising from any act, omission or matter occurring, prior to the time such successor succeeded to the interest of the Declarant.

Any management contract, or any other contract or lease executed by or on behalf of the Association during the period of the Declarant's right to control the Association, shall provide for a right of termination of such contract or lease, without cause, which is exercisable without penalty at any time after transfer of control, upon not more than ninety (90) days notice to the other party, or terminable for cause upon thirty (30) days written notice to the other party. Such termination and cancellation may be effectuated by the affirmative vote of the Unit Owners of Units to which a majority of the votes in the Association pertain, unless the Unit Owners by a like majority shall have theretofore, following the expiration of such control period, expressly ratified and approved the same. The term of any such contract may not exceed one year but may be renewable by mutual agreement of the parties for successive terms of one year each.

21.02 Enforcement.

(A) Each Owner and occupant of a Unit thereon shall comply strictly with this Declaration, the By-Laws, and Rules and Regulations of the Association, as any of the same may be amended from time to time. In the event of a violation or breach, or threatened violation or breach, of any of the same, the Association or any aggrieved Owner, jointly and severally, shall have the right to proceed at law or in equity to compel compliance therewith or to prevent a threatened violation or breach thereof. In addition to all other remedies, the Association, or any duly authorized agent thereof, shall, after ten (10) days written notice, have the right to enter upon any portion of the Properties where a violation exists and summarily

abate or remove, at the expense of the violating Owner, using force as may be reasonably necessary, any erection, thing or condition that may be or exist contrary to the intent and meaning of the provisions hereof. Notwithstanding the foregoing, the Association shall have the right to immediately to, without any additional notice or period in which to correct such violation, any improperly parked or prohibited vehicle as identified herein or within the By-Laws or Rules and Regulations promulgated by the Association. The Association, nor its agents, shall be deemed guilty or liable for any manner of trespass for such entry, abatement or removal. Such notice may be given in person or in the manner provided for notices in the By-Laws of the Association.

(B) Should the Association employ legal counsel to enforce this Declaration, the By-Laws or Rules and Regulations of the Association, all costs incurred in such enforcement, including reasonable fees actually incurred for counsel, shall be paid by the violating Owner. Inasmuch as the enforcement of the provisions of this Declaration and the By-Laws and such Rules and Regulations is essential for the effectuation of the general plan of the Condominium and for the protection of present and future Owners, it is hereby declared that any breach thereof cannot be adequately compensated by recovery of damages, and that the Association, or any aggrieved Owner, in addition to all other remedies, may require and shall be entitled to the remedy of injunction to restrain any such violation or breach or threatened violation or breach. Further, in the event of any failure to comply strictly with this Declaration, the By-Laws or the Rules and Regulations of the Association, then, in addition to the foregoing remedies, the Board of Directors of the Association may levy summary charges against the Owner for such failure, provided that no summary charges be levied, with the exception of those provided under Section 5.10 of this Declaration, for more that \$50.00 for any one violation; but each day or time a violation is continued or repeated after written notice is given to the Owner to cease and desist, it shall be considered a separate violation. Collection of summary charges may be enforced against an Owner as if such charges were a common expense owed by the Owner involved.

(C) No delay, failure or omission on the part of the Association or any aggrieved Owner in exercising any right, power or remedy thereafter as to the same violation or breach, or as to a violation or breach occurring prior or subsequent thereto, shall bar or effect its exercise or enforcement. No right of action shall accrue nor shall any action be brought or maintained by anyone whomsoever against the Association for or on account of any failure to bring any action on account of any violation or breach, or threatened violation, or breach of the provisions of this Declaration, the By-Laws or such Rules and Regulations, however long continued, or for adopting provisions which may be deemed unenforceable.

21.03 Corporations, Etc., Ownership. Where a corporation, partnership, trust, or other legal entity other than a natural person or persons is the Owner of a

21.11 Interpretation. In all cases, the provisions set forth and provided for this Declaration shall be construed together and given that interpretation or construction which, in the opinion of the Declarant or the Board of Directors of the Association, will best effect the intent of the general plan of development. The provisions hereof shall be liberally interpreted with the confines of the Act and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective. The effective date of this Declaration shall be the date of its filing for record in the office of the Clerk of the Superior Court of DeKalb County, Georgia. This Declaration shall be construed under and in accordance with the laws of the State of Georgia.

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

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

21.14 Severability. If any provisions of this Declaration or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Declaration and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

21.15 Duty of Owners to Inform the Association of Current Address. Each Owner shall have the affirmative duty and obligation to inform the Association in writing of any change in Owner's current address. Any notice to an Owner shall be deemed given if sent to the last address of said Owner which is recorded on the books of the Association and for which the Association has not received the Owner's current address or notice of change of ownership from the Owner.

21.16 Right of Action. The Association, and any aggrieved Owner, shall have a right of action against Owners who fail to comply with the provisions of the Condominium Instruments, including this Declaration, or the decisions made by the

Association pursuant to the terms thereof. Each Unit Owner shall also have similar rights of action against the Association.

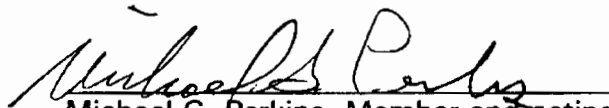
21.17 Summary Abatement. Despite any other provision contained in the Condominium Instruments, including this Declaration or the By-Laws of the Association, which might entitle the Association to a right to use Summary Abatement or similar means to enforce restrictions against the Owners, the Condominium Units, or the use of Condominium Property, judicial proceedings must be instituted before any item of construction can be altered or demolished by such Summary Abatement action of the Association.

21.18 Controlling Law. The Laws of the State of Georgia shall govern the terms and conditions of this Declaration.

21.19 Recordation. This Declaration is to be recorded in DeKalb County, Georgia, pursuant to the Act.

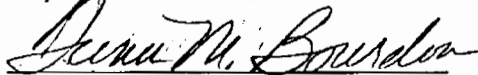
IN WITNESS WHEREOF, the Declarant has hereunto set its hand and seal this 6th day of December, 2000.

Peachtree-Malone, L.L.C.

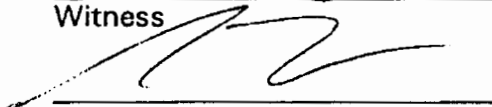


Michael G. Perkins, Member and acting under that certain Power of Attorney from Larry K. Davis, Manager

Signed, sealed and delivered in the presence of on this 6th day of December, 2000.



Witness



Notary Public



Exhibit "A"

All that tract or parcel of land lying and being in Land Lot 299 of the 18th District of DeKalb County, Georgia, as shown as Tract II on a Survey for Peachtree-Malone Condominiums, Buildings 100 & 200, Warren S. Griffin, R.L.S. 2757, and being more particularly described as follows:

To find the True Point of Beginning. Begin at the intersection formed by the southwesterly right of way of Malone Drive (based on 60-foot right of way) and the northwesterly right of way of Peachtree Road (based on a 60 foot of right of way); running thence along Peachtree Road South 58 degrees 30 minutes 00 seconds West a distance of 26.51 feet to the **True Point of Beginning**; continuing thence along Peachtree Road South 58 degrees 30 minutes 00 seconds West a distance of 373.49 feet to point; leaving Peachtree Road run thence North 31 degrees 30 minutes 00 seconds West a distance of 239.13 feet to a point; thence North 58 degrees 43 minutes 16 seconds East a distance of 400.00 feet to a point on Malone Drive; running thence along Malone Drive South 31 degrees 30 minutes 00 seconds East a distance of 229.54 feet to a point; running thence along the arc of a curve a distance of 29.08 feet, said curve having a radius of 27.00 feet and being subtended by a chord distance of 27.70 feet and a bearing of South 41 degrees 37 minutes 42 seconds West to a point and the True Point of Beginning.

Said Tract containing 2.1880 Acres more or less.

Exhibit "B"

All that tract or parcel of land lying and being in Land Lot 299 of the 18th District of DeKalb County, Georgia, as shown as Tract I on a Survey for **Peachtree-Malone Condominiums**, Additional Phase Property, Warren S. Griffin, R.L.S. 2757, and being more particularly described as follows:

To find the **True Point of Beginning**, Begin at the intersection formed by the southwesterly right of way of Malone Drive (based on 60-foot right of way) and the northwesterly right of way of Peachtree Road (based on a 60 foot of right of way); running thence along Peachtree Road South 58 degrees 30 minutes 00 seconds West a distance of 26.51 feet to a point; continue thence along Peachtree Road South 58 degrees 30 minutes 00 seconds West a distance of 373.49 feet to point; leaving Peachtree Road run thence North 31 degrees 30 minutes 00 seconds West a distance of 239.13 feet to the **True Point of Beginning**; thence North 31 degrees 30 minutes 00 seconds West a distance of 145.87 to a point; thence South 80 degrees 18 minutes 00 seconds West a distance of 53.85 feet to a point; running thence South 58 degrees 30 minutes 00 seconds West a distance of 200 feet to a point; running thence North 31 degrees 30 minutes 00 seconds West a distance of 25.65 feet to a point; thence North 58 degrees 30 minutes 00 seconds East a distance of 38.0 feet to a point; running thence North 44 degrees 43 minutes 37 seconds East a distance of 21.0 feet to a point; running thence North 58 degrees 30 minutes 00 seconds East a distance of 591.61 feet to a point on Malone Drive; running thence along Malone Drive South 31 degrees 29 minutes 13 seconds East a distance of 30.65 feet to a point; continue thence along Malone Drive South 31 degrees 30 minutes 00 seconds East a distance of 147.42 feet to a point; leaving Malone Drive thence South 58 degrees 43 minutes 16 seconds West a distance of 400 feet to a point and the **True Point of Beginning**.

Said Tract containing 1.9935 Acres more or less.

11/27/00



EXHIBIT "D"

CERTIFICATION OF REGISTERED ARCHITECT

I, E. Anthony Fritz, AIA, NCARB, hereby certify as follows:

- (1) That I am a duly registered and licensed architect within the State of Georgia;
- (2) That I have visited the site and viewed the property known as "Peachtree Malone Condominiums, "Building 100 and 200, DeKalb County, Georgia:
 - (a) the exterior walls and roof of each structure are in place as shown on said plans: and

- (b) such wall, partitions, floors and ceilings, to the extent shown on said plans as constitute the horizontal boundaries, and the ARCHITECT

I, E. An

- (1) within the State of Georgia;
- (2) known as "Peachtree Malone Condominiums, "Building 100 and 200, DeKalb County, Georgia:
 - structure are in place as

99.96
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 missing 1119
 NO. 2113
 missing 2118

- (b) such wall, partitions, floors and ceilings, to the extent shown on said plans as constitute the horizontal boundaries, and the ARCHITECT

I, E. Anthony Fritz, hereby certify as follows:

- (1) That I am a duly registered and licensed architect within the State of Georgia;
- (2) That I have visited the site and viewed the property known as "Peachtree Malone Condominiums, "Building 100 and 200, DeKalb County, Georgia:
 - (a) the exterior walls and roof of each structure are in place as shown on said plans: and

- (b) such wall, partitions, floors and ceilings, to the extent shown on said plans as constitute the horizontal boundaries, and the

CERTIFICATION OF REGISTERED ARCHITECT

I, E. Anthony Fritz, AIA, NCARB, hereby certify as follows:

(1) That I am a duly registered and licensed architect within the State of Georgia;