

DECLARATION OF CONDOMINIUM

FOR

BRENTWOOD

HATCHER, STUBBS, LAND, HOLLIS & ROTHSCHILD

Attorneys

233 12th Street
Suite 500, The Corporate Center
Columbus, Georgia 31901
(706) 324-0201

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-LIST OF EXHIBITS-

DESCRIPTION OF SUBMITTED PROPERTY
DESCRIPTION OF ADDITIONAL PROPERTY
BYLAWS

“A”

“B”

“C”

DECLARATION OF CONDOMINIUM

FOR

BRENTWOOD

THIS DECLARATION is made on the date set forth below by Mark S. Alexander, of Harris County, Georgia and Michael D. Alexander Building Contractor, Inc., a Georgia corporation (hereinafter collectively referred to as "Declarant");

WITNESSETH:

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

WHEREAS, a plat related to the Condominium prepared by Moon, Meeks, Mason & Vinson, Inc., dated September 7, 2004, was filed in Condominium Plat Book 1 Page 172, Muscogee County, Georgia Records; and

WHEREAS, floor plans relating to the Condominium prepared by Duncan/Lovelace Architects were filed in Condominium File 5-47, Muscogee County, Georgia Records; and

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

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

DECLARATION OF CONDOMINIUM

FOR

BRENTWOOD

1. NAME

The name of the condominium is Brentwood (hereinafter sometimes called “Brentwood” or the “Condominium,” as further defined herein), which condominium is a residential condominium which hereby submits to the Georgia Condominium Act, O.C.G.A. §44-3-70, et seq.

2. DEFINITIONS.

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

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

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

(c) Area of Common Responsibility means the Common Elements, together with those areas, if any, which by the terms of this Declaration or by agreement with any other Person become the Association’s responsibility. The office of any property manager employed by or contracting with the Association, if located on the Condominium, or any public rights-of-way within or adjacent to the Condominium, may be part of the Area of Common Responsibility.

(d) Articles or Articles of Incorporation mean the Articles of Incorporation of Brentwood which have been filed with the Secretary of State of the State of Georgia.

(e) Association means Brentwood, a Georgia nonprofit corporation, its successors or assigns.

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

(g) Bylaws means the Bylaws of the Association, attached hereto as Exhibit “C” and incorporated herein by this reference.

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

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

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

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

(l) Condominium Instruments mean this Declaration and all exhibits hereto, including the Bylaws and the plats and plans, all as may be supplemented or amended.

(m) Declarant means Mark S. Alexander and Michael D. Alexander Building Contractor, Inc., and/or their respective heirs and assigns.

(n) Effective Date means the date that this Declaration is recorded in the Office of the Clerk of the Superior Court of Muscogee County, Georgia.

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

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

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

(r) Maple Ridge means the community of which the Condominium is a part, created by recordation of the Declaration of Covenants, Conditions and Restrictions for Maple Ridge Golf Community in Deed Book 3847, Page 30, Muscogee County, Georgia records, as amended ("Maple Ridge Declaration"). Maple Ridge is operated and administered by Maple Ridge Golf Community Homeowners 'Association, Inc., a Georgia non-profit corporation ("Property Owners Association").

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

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

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

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

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

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

3. LOCATION, PROPERTY DESCRIPTION, PLATS AND PLANS.

The property originally submitted by Declarant to the provisions of the Georgia Condominium Act contains 1.152 acres with two (2) units located thereon and is more fully described in Exhibit "A", attached hereto and incorporated herein by this reference. The portion of the Additional Property heretofore submitted to the Georgia Condominium Act, by Declarant's exercise of the option reserved to itself under this Declaration and the provisions of the Georgia Condominium Act pertaining to the expansion of a condominium, is described in Exhibit "B", attached hereto and incorporated herein by this reference

(a) Declarant reserves the option to expand the condominium by adding the land (the "Additional Property") described in Exhibit "B", attached hereto and incorporated herein by this reference, and any improvements thereon. The Additional Property may be added as a whole at one time or in one or more portions at different times.

(b) This option shall expire seven (7) years from the date this Declaration was first recorded, September 9, 2004; provided, however, the unit owners of condominium units to which two thirds of the votes in the Association pertain, exclusive of any vote of votes pertaining to any condominium unit or units owned by Declarant, may consent to the extension of this option within one year prior to the date upon which this option would otherwise have expired.

(c) The maximum number of condominium units that may be created on the Additional Property (8.340 acres) is seventeen (17) units.

(d) The Additional Property shall be subject to the use restrictions set forth in paragraph 14 hereof when it is added to the condominium.

(e) The condominium units created on the Additional Property shall be substantially completed prior to annexation and be compatible with the structures on the submitted property in terms of quality of construction, the principal materials used, and architectural style.

(f) The Declarant shall have the right to assign limited common elements on the Additional Property in accordance with the provisions of Paragraph 5 hereof.

(g) The undivided interests in the common elements, votes and in the Association and liability for common expenses are allocated among the condominium units on the submitted property as set forth in Exhibit "B", with each unit having one vote in the Association, and, upon the expansion of the condominium to include any portion of the Additional Property, shall be reallocated among the condominium units on the submitted property and the Additional Property, or portion thereof, according to the ratio of climate controlled floor area of each condominium unit to the aggregate climate controlled floor area of all condominium units then comprising the condominium, with each unit having one vote in the Association. For purposes hereof, "climate controlled floor area" shall mean floor area, expressed in square feet, served by a central heating and air conditioning system or systems.

(h) Any expansion of the condominium under this paragraph 3 shall be affected by Declarant's executing and recording the amendments to this Declaration and the plats and plans required by the Georgia Condominium Act, at Declarant's sole expense, and the condominium units thereby created shall be owned by Declarant.

(i) Except as expressly set forth herein, the Declarant's option to expand the condominium by including the Additional Property, or any portion thereof, shall not be limited in any respect.

4. UNITS AND BOUNDARIES.

The Condominium is divided initially into two (2) separate Units, the Limited Common Elements and the Common Elements. Each Unit consists of a dwelling and its appurtenant equal percentage of undivided interest in the Common Elements. Each Unit shall be conveyed as a separately designated and legally described freehold estate subject to the Act and the Condominium Instruments. The Units are depicted on the plats of survey and the plans. Each Unit includes that part of the structure which lies within the following boundaries:

(a) Vertical Boundaries. The perimetrical or vertical boundaries of each Unit shall be the exterior finished surfaces (including the siding or other finish material) of the outside walls of the Unit. With respect to common walls between Units, the perimetrical or vertical boundary of the Units served thereby shall be the center of such wall. Covered porches, exterior doors including frames and glass, and window and door screens and windows serving the Unit shall be included within the boundaries of the Unit. Heating and air conditioning systems serving a single Unit (including any part of any such system located outside the boundaries of the Unit) and appliances and plumbing fixtures within a Unit shall be construed to be a part of the Unit.

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

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

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

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

5. COMMON ELEMENTS.

The Common Elements consist of all portions of the Condominium not located within the boundaries of a Unit. The Common Elements include, without limitation, certain utilities, landscaping, fencing, paved road and driveways, parking areas, and entry features.

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

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

6. LIMITED COMMON ELEMENTS.

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

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

(ii) the mailbox or mail slot assigned to the Unit;

(iii) any water, gas, or electric meter which serves only one Unit is assigned as a Limited Common Element to the Unit so served.

(iv) the driveway and sidewalk area in front of the building in which the Unit is located is assigned as a Limited Common Element to the Unit served. If the driveway area for each Unit is not designated by a painted line, the boundaries of the driveway area for each Unit shall be the center line of the common wall between the Units, extended to the point where the driveway apron intersects with the private street providing access to the Unit.

(b) The Association's Board, without need for a membership vote, is hereby authorized to assign and to reassign Limited Common Elements, provided that any such assignment or reassignment shall be made in accordance with the provisions of Section 44-3-82(b) and (c) of the Act.

7. ASSOCIATION MEMBERSHIP AND ALLOCATION OF VOTES.

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

8. ALLOCATION OF LIABILITY FOR COMMON EXPENSES.

(a) Except as provided below or elsewhere in the Act or Condominium Instruments, the amount of all Common Expenses shall be assessed equally against all the Units.

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

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

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

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

9. ASSOCIATION RIGHTS AND RESTRICTIONS.

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

(a) to enter any portion of the Condominium for maintenance, emergency or safety purposes, or otherwise to discharge its responsibilities, in accordance with Section 44-3-105 of the Act, which right may be exercised by the Association's Board, officers, agents, employees or managers. Except in an emergency situation, entry into Units shall be only during reasonable hours and after reasonable notice to the Unit Owner or Occupant;

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

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

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

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

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

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

10. ASSESSMENTS.

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

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

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

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

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

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

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

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

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

(d) Computation of Operating Budget and Assessment. At least thirty (30) days prior to the beginning of the Association's fiscal year, the Board shall prepare a budget covering the estimated costs of operating the Condominium during the coming year. The Board shall cause the budget and notice of the assessments to be levied against each Unit for the following year to be delivered to each member at least twenty-one (21) days prior to the Association's annual meeting. The budget and the assessment shall become effective unless disapproved at a duly called and constituted annual Association meeting by a vote of a majority of the total Association membership; provided, however, if a quorum is not obtained at the annual meeting, the budget shall become effective even though a vote to disapprove the budget could not be called at this meeting.

If the membership disapproves the proposed budget or the Board fails for any reason to determine the budget for the succeeding year, then, until a budget is determined as provided herein, the budget in effect for the current year shall continue for the succeeding year. In such case, the Board may propose a new budget at any time during the year at a special Association meeting. The proposed budget and assessment shall be delivered to the members at least thirty (30) days prior to the proposed effective date thereof and at least seven (7) days prior to the special meeting. The approval procedure set forth above for budgets considered at annual meetings shall also apply to budgets considered at special meetings.

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

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

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

Act, as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Unit as of the date specified therein.

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

(i) Assessments Payable to the Property Owner Association. In addition to the assessments provided in this Declaration, the Unit Owner shall pay assessments to the Property Owners Association, as provided in the Maple Ridge Declaration. This assessment obligation shall be enforceable by the Property Owners Association against each Unit Owner as provided in the Maple Ridge Declaration.

11. INSURANCE.

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

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

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

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

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

reasonably available at reasonable cost, the Board shall obtain, at a minimum, fire and extended coverage, including coverage for vandalism and malicious mischief, in like amounts. The Board shall use reasonable efforts to obtain policies that will provide the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

(iv) such other insurance as the Board may determine necessary.

(f) Insurance carried by the Association as a Common Expense shall not be required to include any part of a Unit which is not depicted on the original plats and plans or included in the original mortgage, nor shall the Association include public liability insurance for individual Owners for liability arising within the Unit.

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

(h) Every Unit Owner shall be obligated to obtain and maintain at all times insurance covering those portions of his or her Unit to the extent not insured by policies maintained by the Association. Upon request by the Board, the Owner shall furnish a copy of such insurance policy or policies to the Association. In the event that any such Unit Owner fails to obtain insurance as required by this subparagraph, the Association may purchase such insurance on behalf of the Unit Owner and assess the cost thereof to the Unit Owner, to be collected in the manner provided for collection of assessments under Paragraph 10 hereof.

(i) Insurance Deductibles. In the event of an insured loss, any required deductible shall be considered a maintenance expense to be paid by the person or persons who would be responsible for such loss in the absence of insurance. If the loss affects more than one Unit or a Unit and the Common Elements, the cost of the deductible may be apportioned equitably by the Board among the parties suffering loss in proportion to each affected owner's portion of the total cost of repair or otherwise as the Board determines equitable. Notwithstanding this, if the insurance policy provides that the deductible will apply to each Unit separately or to each occurrence, each Unit Owner shall be responsible for paying any deductible pertaining to his or her Unit. If any Owner fails to pay the deductible when required hereunder, then the Association may pay the deductible and assess the cost to the Owner pursuant to Paragraph 8 hereof; provided, however, where the deductible is for insurance required under the Act, no Owner shall be assigned more than one thousand (\$1,000.00) dollars, or such higher amount as authorized by the Act, as the cost of the deductible for any one occurrence.

12. REPAIR AND RECONSTRUCTION.

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

(a) Cost Estimates. Immediately after a fire or other casualty causing damage to the Condominium, the Board of Directors shall obtain reliable and detailed estimates of the cost of repairing and restoring the structures (including any damaged Unit) to substantially the condition which existed before such casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. Such costs may also include professional fees and premiums for such bonds as the Board of Directors determines to be necessary.

(b) Source and Allocation of Proceeds. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair, as determined by the Board, or if at any time during the reconstruction and repair or upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, the additional costs shall be assessed against the Owners of the Unit(s) damaged in proportion to the damage to the Units or against all Owners, in the case of insufficient funds to cover damage to the Common Elements. This assessment shall not be considered a special assessment as discussed in Paragraph 10(d). If after repair and reconstruction is completed there is a surplus of funds, such funds shall be common funds of the Association to be used as directed by the Board.

(c) Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the original plans and specifications (if available) under which the Condominium was originally constructed, except where changes are necessary to comply with current applicable building codes or where improvements not in accordance with the original plans and specifications are approved by the Board of Directors. To the extent insurance proceeds are available, the Association may reconstruct or repair Owner improvements damaged as a result of fire or other casualty.

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

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

13. ARCHITECTURAL CONTROLS.

(a) Architectural Standards. Except as provided herein, no Owner, Occupant, or any other person may make any encroachment onto the Common Elements or Limited Common Elements, or make any exterior change, alteration, or construction (including painting and landscaping), nor erect, place or post any object, sign, antenna, clothesline, playground equipment, light, storm door or window, door knob or knocker, fountains, flags, or thing on the exterior of the buildings, in any windows, on any Limited Common Elements, or on any other Common Elements, without first obtaining the written approval of the ACC. The standard for approval of such improvements shall include, but not be limited to, aesthetic consideration, materials to be used, harmony with the external design of the existing buildings, Units and structures, and the location in relation to surrounding structures and topography.

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

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

(b) Architectural Control Committee. The ACC shall constitute a standing committee of the Association and shall consist of the Board unless the Board delegates to other Owners the authority to serve on the ACC. The Board may do so by resolution, or the Board may call for a special Association election to select the Owners to serve on the ACC. At all times, however, the chairperson of the ACC shall be a Board member.

(c) Condition of Approval. As a condition of approval for a requested architectural change, modification, addition, or alteration, an Owner, on behalf of himself or herself and his or her successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement and insurance of such change, modification, addition, or alteration. In the discretion of the Board, an Owner may be made to verify such condition of approval by written instrument in recordable form acknowledged by such Owner on behalf of himself or herself and all successors-in-interest.

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

(e) No Waiver of Future Approvals. Each Owner acknowledges that the members of the Board and ACC will change from time to time and that interpretation, application and enforcement of the architectural standards may vary accordingly. The approval of either the Board or ACC of any proposals, plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Board or ACC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

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

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

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

(g) Approval Under Maple Ridge Declaration. The provisions for architectural control contained in this Declaration shall be in addition to, and not in lieu of the architectural control provisions contained in the Maple Ridge Declaration. Whenever approval of the Board of Directors or a committee responsible for architectural standards is required under this Declaration, the granting of such approval shall not dispense with the need also to comply with the approval procedures set forth in the Maple Ridge Declaration. All proposed construction, modifications, alterations, and improvements shall be approved pursuant to this Declaration before being submitted for approval pursuant to the Maple Ridge Declaration.

14. USE RESTRICTIONS.

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

In addition to the following use restrictions, the Board may adopt rules and regulations in accordance with the terms hereof and as specified in the Bylaws. These use restrictions are in addition to and are not in lieu of the use restrictions contained in the Maple Ridge Declaration. In the event of conflict or inconsistency between use restrictions the stricter provision shall control.

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

The terms "business" and "trade," as used herein, shall have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the use of a Unit by an on-site management agent operating on behalf of the Association shall not be considered a trade or business within the meaning of this subparagraph.

(b) Alteration of Units. Subject to the provisions below, Unit Owners may make alterations to the interiors of their Units; provided, however, no Unit may be subdivided and boundaries between adjoining Units may not be relocated.

(i) Alterations to the Interiors of the Units. If any Owner acquires an adjoining Unit, such Owner shall have the right (subject to the prior written approval of the Mortgagees of the Units involved) to remove all or any part of any intervening partition or to create doorways or other apertures therein, notwithstanding the fact that such partition may, in whole or part, be part of the Common Elements, so long as no portion of any load bearing wall or column is materially weakened or removed and no portion of any Common Elements is damaged, destroyed or endangered, other than that partition and any chutes, flues, ducts, conduits, wires or other apparatus contained therein which shall be relocated by such Owner if such facilities serve any other part of the Condominium. The alterations permitted by this subparagraph shall not be deemed an alteration or relocation of boundaries between adjoining Units.

(ii) Relocation of Boundaries. Boundaries between adjoining Units shall not be relocated.

(iii) Subdivision of Units. No Unit may be subdivided into a smaller Unit.

(c) Outbuildings and Fences. No structure of a temporary character, trailer, tent, shack, carport, garage, barn or other outbuilding and no fences shall be erected by any Owner or Occupant on any portion of the Condominium, other than by Declarant any time, either temporarily or permanently, without the prior written approval of the Board.

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

(e) Use of Limited Common Elements. Use of the Limited Common Elements is restricted exclusively to the Owners of the Unit to which such Limited Common Elements are assigned, and said Owner's family members, guests, tenants and invitees. The Limited Common Elements are reserved for exclusive use, but shall not be construed or interpreted to be separate and apart from the Common Elements in general, and the restrictions applicable to the Common Elements as provided in subparagraph (d) of this Paragraph shall also apply to the Limited Common Elements.

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

No Owner or Occupant of a Unit may use or allow the use of the Unit or any portion of the Condominium at any time, in any way or for any purpose which may endanger the health, unreasonably annoy or disturb or cause embarrassment, or discomfort to other Owners or Occupants, or in such a way as to constitute, in the Board's sole opinion, a nuisance. Nothing herein, however, shall be construed to affect the rights of an aggrieved Owner to proceed individually for relief from interference with his or her property or personal rights.

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

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

(g) Firearms and Fireworks. The display or discharge of firearms or fireworks on the Common Elements is prohibited; provided, however, that the display of lawful firearms on the Common Elements is permitted by law enforcement officers and also is permitted for the limited purpose of transporting the firearms across the Common Elements to or from the Owner 's Unit. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size. The term "fireworks" shall include those items as listed in O. C. G. A. 3 25-10-1, as amended.

(h) Pets. No Owner or Occupant may keep on any portion of the Condominium more than a total of two (2) dogs, cats, and/or birds together with smaller general recognized household pets (such as fish or hamsters), as determined by the Board.

No Owner or Occupant may keep, breed or maintain any pet for any commercial purpose. Pets may not be left unattended outdoors or kept unattended outdoors in any areas, including porches. No structure for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the Common Elements, including Limited Common Elements. Dogs must be kept on a leash and be under the physical control of a responsible person at all times while outdoors. Dogs may not be chained or otherwise restrained on porches. Feces left upon the Common Elements by dogs must be removed by the owner of the dog or the person responsible for the dog.

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

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

(i) Parking. The term "vehicles," as used in this provision, shall include, without limitation, motor homes, boats, trailers, motorcycles, minibikes, scooters, go-carts, trucks, campers, buses, vans, and automobiles and golf carts. All vehicles shall be parked within garages, driveways or other paved parking areas of the Condominium. Parking in yards is prohibited.

No vehicle may be left upon any portion of the Condominium, except in a garage or other area designated by the Board, if it is unlicensed or if it is in a condition so that it cannot operate on public streets. No boat, boat trailer, recreational vehicle, motor home, mobile home, towed vehicle, trailer, commercial vehicle, or vehicle with commercial writing on its exterior shall be temporarily kept or stored on any portion of the Condominium property for any period in excess of twelve (12) hours unless kept in a garage or unless given prior written authorization by the Board of Directors. Trucks with mounted campers which are an Owner's or occupant's primary means of transportation shall not be considered recreational vehicles, provided they are used on a regular basis for transportation and the camper is stored out of public view upon removal. No eighteen wheel trucks or the cabs of these trucks or trucks with a load capacity in excess of one ton shall be parked, kept or stored within the Condominium, and if so parked, kept, or stored shall be considered a nuisance and may be removed from the Condominium. However, moving vans, service or delivery vehicles may be parked in the Condominium for such period of time as is reasonably necessary to provide each service.

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

If a vehicle is parked in a fire lane, is blocking another vehicle or access to another Owner's or Occupant's Unit, is obstructing the flow of traffic, is parked on any grassy area, is parked in a space which has been assigned as exclusively serving another Unit, or otherwise creates a hazardous condition,

no notice shall be required and the vehicle may be towed immediately. If a vehicle is towed in accordance with this subparagraph, neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage as a result of the towing activity. The Association's right to tow is in addition to, and not in limitation of all other rights of the Association, including the right to assess fines. The Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow.

(j) Garages. Garage doors shall remain closed at all times, except for ingress and egress or when someone is working in or around the garage. All garages shall be maintained in such a manner that parking for the maximum number of motor vehicles for which it was originally designated to hold is allowed and possible. Garages shall not be converted to other uses.

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

The Board, in its discretion, may determine that an emergency situation exists and may exercise its removal rights hereunder without prior notice to the property owner; provided, however, in such case, the Board shall give the property owner, if known, notice of the removal of the property and the location of the property within three (3) days after the property is removed. Neither the Association nor any officer or agent thereof shall be liable to any person for any claim of damage resulting from the removal activity in accordance herewith. The Board may elect to impose fines or use other available remedies, rather than exercise its authority to remove property hereunder.

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

(m) Signs. Except as may be required by legal proceedings, and except for signs which may be erected by Declarant related to the development and sale of Units, no signs, political signs, advertising posters or billboards of any kind shall be erected, placed, or permitted to remain on the Condominium without the prior written consent of the Board or its designee, except that one (1) professional security sign not to exceed six (6") inches by six (6") inches in size may be displayed from within a Unit, and one (1) professionally lettered "For Rent" or "For Sale" sign not to exceed two feet by two feet in size may be displayed from within a Unit being offered for sale or for lease. The Board shall have the right to erect reasonable and appropriate signs on behalf of the Association.

(n) Rubbish, Trash, and Garbage. All rubbish, trash, and garbage shall be regularly removed from the Unit and shall not be allowed to accumulate therein. No garbage or trash shall be placed on the Common Elements or Limited Common Elements outside the Unit, temporarily or otherwise, except as provided herein. Rubbish, trash, and garbage shall be disposed of in sealed bags and either placed in proper receptacles designated by the Board for collection or removed from the Condominium. All containers for rubbish, trash, or garbage shall be kept in garages except on collection days.

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

(p) Garage Sales. Garage sales, yard sales, flea markets, or similar activities shall be permitted at the Condominium only with prior written Board consent and subject to all reasonable conditions that the Board may impose.

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

(r) Antennas. No transmission antenna, of any kind, may be erected anywhere on the Condominium unless first approved in writing by the Architectural Control Committee as required under Paragraph 13. No direct broadcast satellite (DBS) antenna or multi-channel multi-point distribution service (MMDS) antennas larger than one (1) meter in diameter may be placed, allowed or maintained upon any portion of the condominium, including a Unit. DBS and MMDS antennas one (1) meter or less in diameter and television broadcast service antennas may only be installed in accordance with Federal Communication Commission (FCC) rules and rules and regulations of the Association authorized by the FCC, both, as may be amended from time to time.

(s) Sale Period. Notwithstanding any provisions contained in this Declaration to the contrary, during the period of the sale of the Condominium Units it shall be expressly permissible for Declarant, its contractors, agents, employees, assigns and representatives, to maintain and carry on, upon such portion of the Property as Declarant may deem necessary, such facilities and activities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the completion and sale of the Condominium Units, including, but without limitation, business offices, signs, model units and sales offices. The right to maintain and carry on such facilities and activities shall include specifically the right to use the parking facilities on the Condominium for such purposes and to use the Units owned by Declarant as model Units and as offices for the sale of the Condominium Units and related activities.

15. LEASING.

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

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

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

(i) Notice. At least seven (7) days prior to entering into the lease of a Unit, the Owner shall provide the Board with a copy of the proposed lease agreement. The Board shall approve or disapprove the form of said lease. In the event a lease is disapproved, the Board shall notify the Owner of the requisite action to be taken in order to bring the lease in compliance with the Declaration and any rules and regulations adopted pursuant thereto.

(ii) General. Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. All leases shall be in writing and in a form approved by the Board prior to the effective date of the lease. The Board may maintain and, upon request, provide a form which is deemed acceptable. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Within ten (10) days after executing a lease agreement for the lease of a Unit, the Owner shall provide the Board with a copy of the lease and the name of the lessee and all other people occupying the Unit. The Owner must provide the lessee copies of the Declaration, Bylaws, and the rules and regulations. Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed lessee; the Board's approval or disapproval shall be limited to the form of the proposed lease.

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

(A) Compliance with Declaration, Bylaws, and Rules and Regulations. The lessee shall comply with all provisions of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto and shall control the conduct of all other Occupants and guests of the leased Unit in order to ensure such compliance. The Owner shall cause all Occupants of his or her Unit to comply with the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations by such Occupants, notwithstanding the fact that such Occupants of the Unit are fully liable and may be sanctioned for any such violation. If the lessee, or a person living with the lessee, violates the Declaration, Bylaws, or a rule or regulation for which a fine is imposed, notice of the violation shall be given to the Owner and the lessee, and such fine may be assessed against the lessee in accordance with Article V, Section 2 of the Bylaws. If the fine is not paid by the lessee within the time period set by the Board, the Owner shall pay the fine upon notice from the Association of the lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the Unit.

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

- (B) Use of Common Elements. The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Condominium Common Elements, but not limited to, the use of any and all recreational facilities and other amenities.
- (C) Liability for Assessments. When a Unit Owner who is leasing his or her Unit fails to pay any annual or special assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Board, lessee shall pay to the Association all unpaid annual and special assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by lessee. However, lessee need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board's request. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If lessee fails to comply with the Board's request to pay assessments or other charges, lessee shall pay to the Association all amounts authorized under the Declaration as if lessee were an Owner. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.
- (D) Applicability of this Paragraph 15. This paragraph 15 shall not apply to any leasing transaction entered into by the holder of any first Mortgage on a Unit who becomes the Owner of a Unit through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such Mortgage.

16. SALE OF UNITS.

Within ten (10) days after receiving title to a Unit, the purchaser of the Unit shall give the Board written notice of his or her ownership of the Unit. Upon failure of an Owner to give the required notice within the ten (10) day time period provided herein, the Board may levy fines against the Unit and Owner and assess the Owner for all costs incurred by the Association in determining his or her identity.

17. MAINTENANCE RESPONSIBILITY.

(a) By the Owner. Each Owner shall have the obligation to maintain, keep in good repair and replace all portions of his or her Unit and all Limited Common Elements assigned to his or her Unit, except those assigned to the Association in subparagraph (b) below. This maintenance responsibility shall include, but not be limited to, the following: all glass surfaces, windows, window frames, casings and locks (including caulking of windows but excluding periodic painting as provided in subparagraph (b) below); all doors, doorways, door frames, and hardware that are part of the entry system of the Unit (excluding periodic painting as provided in subparagraph (b) below); the flooring system and ceiling system for the Unit including any slab on grade, foundation, floor joists, floor supports, ceiling joists, and insulation; all portions of the heating and air conditioning system, including the air conditioning compressor serving the Unit and the fan coil; all gas lines from the gas meter into the Unit; all electric lines from the power box into the Units; and all other pipes, lines, ducts or conduits from the point that they enter the boundaries of the Unit.

In addition, each Unit Owner shall have the responsibility:

(i) To keep in a neat, clean and sanitary condition the Unit and any Limited Common Elements serving his or her Unit.

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

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

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

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

(i) all Common Elements;

(ii) routine maintenance and repair of the above grade exterior of buildings containing the Units and the covered porches which are part of the Units;

(iii) periodic painting of exterior surfaces of doors, door frames and window frames, as determined by the Board; and

(iv) roofs, including the roof rafters, crossbeams, roof decking and underlayment, shingles or other covering and surface materials, flashing, chimneys (above the roofline), and vents.

Except to the extent that insurance required to be maintained or maintained by the Association covers any damage or loss and except as otherwise provided herein, the Association shall not be responsible for any maintenance or repair to any Unit.

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

The Association shall not be liable for injury or damage to person or property caused by the elements or by the Owner of any Unit, or any other person, or resulting from any utility, rain, snow or ice which may leak or flow from any portion of the Common Elements or from any pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain hereunder. The Association shall not be liable to the Owner of any Unit or such Owner's Occupant, guest, or family, for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Common Elements. The Association shall not be liable to any Owner, or any Owner's Occupant, guest or family for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this

Paragraph where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

The Association shall repair incidental damage to any Unit resulting from performance of work which is the responsibility of the Association. In performing its responsibilities hereunder, the Association shall have the authority to delegate to such persons, firms or corporations of its choice, such duties as are approved by the Board of Directors.

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

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

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

(d) Measures Related to Insurance Coverage.

(i) The Board of Directors, upon resolution, shall have the authority to require all or any Unit Owner(s) to do any act or perform any work involving portions of the Condominium which are the maintenance responsibility of the Unit Owner, which will, in the Board's sole discretion, decrease the possibility of fire or other damage in the Condominium, reduce the insurance premium paid by the Association for any insurance coverage or otherwise assist the Board in procuring or maintaining such insurance coverage. This authority shall include, but need not be limited to, requiring all Owners to turn off cut-off valves, which may now or hereafter be installed, during winter months for outside water spigots; requiring Owners to insulate pipes sufficiently or take other preventive measures to prevent freezing of water pipes; requiring Owners to install smoke detectors; requiring Owners to make improvements to the Owner's Unit; and such other measures as the Board may reasonably require so long as the cost of such work does not exceed three hundred (\$300.00) dollars per Unit in any twelve (12) month period.

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

18. PARTY WALLS.

(a) General Rules of Law to Apply. Each wall built as a part of the original construction of the Units which shall serve and separate any two (2) adjoining Units shall constitute a party wall and, to the extent not inconsistent with the provisions of this Paragraph, the general rules of law regarding party walls and liability for property damage due to negligent or willful acts or omissions shall apply thereto.

(b) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in equal proportions.

(c) Damage and Destruction. If a party wall is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has benefited by the wall may restore it, and the other Owner or Owners thereafter who are benefited by the wall shall contribute to the cost of restoration thereof in equal proportions, without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

(d) Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Paragraph shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

(e) Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Paragraph, each party shall appoint one (1) arbitrator. Should any party refuse to appoint an arbitrator within ten (10) days after written request therefor by the Board of Directors, the Board shall appoint an arbitrator for the refusing party. The arbitrators thus appointed shall appoint one (1) additional arbitrator and the decision by a majority of all three (3) arbitrators shall be binding upon the parties. Compliance with this subparagraph shall be a condition precedent to any right of legal action that either party may have against the other in a dispute arising under the provisions of this Paragraph.

19. MORTGAGEE'S RIGHTS.

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

(i) by act or omission seek to abandon or terminate the Condominium;

(ii) change the pro rata interest or obligations of any individual Unit for the purpose of (1) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (2) determining the pro rata share of ownership of each Unit in the Common Elements;

(iii) partition or subdivide any Unit;

(iv) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Elements (the granting of easements or licenses, as authorized herein, shall not be deemed a transfer within the meaning of this clause); or

(v) use hazard insurance proceeds for losses to any portion of the Condominium whether to Units or to Common Elements for other than the repair, replacement, or reconstruction of such portion of the Condominium.

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

(b) Where the Mortgagee holding a first Mortgage of record or other purchaser of a Unit obtains title pursuant to judicial or nonjudicial foreclosure of the Mortgage, it shall not be liable for the share of the Common Expenses or assessments by the Association chargeable to such Unit which became due prior to such acquisition of title. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from Owners of all the Units, including such acquirer, its successors and assigns. Additionally, such acquirer shall be responsible for all charges accruing subsequent to the passage of title, including, but not limited to, all charges for the month in which title is passed.

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

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

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

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

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

(d) Any holder of a first Mortgage shall be entitled, upon written request, to receive within a reasonable time after request, a copy of the financial statement of the Association for the immediately preceding fiscal year, free of charge to the Mortgagee so requesting.

(e) Notwithstanding anything to the contrary herein contained, the provisions of Paragraphs 15 and 16 governing sales and leases shall not apply to impair the right of any first Mortgagee to:

(i) foreclose or take title to a Unit pursuant to remedies contained in its Mortgage;
or

(ii) take a deed or assignment in lieu of foreclosure; or

- (iii) sell, lease, or otherwise dispose of a Unit acquired by the Mortgagee.

20. GENERAL PROVISIONS.

(a) Property Owners Association. Every Owner, by acceptance of a deed to a Unit, acknowledges that, in addition to being subject to and bound by the Condominium Instruments, he or she is subject to the Maple Ridge Declaration and that he or she is automatically a member of and subject to assessment by the Property Owners Association.

(b) Supremacy of Maple Ridge Declaration. In addition to all of the rights and obligations which have been conferred or imposed upon the Association pursuant to this Declaration, the Bylaws, or the Articles of Incorporation, the Association shall be entitled to exercise any of the rights conferred upon it and shall be subject to all of the obligations imposed upon it pursuant to the Maple Ridge Declaration and the Bylaws of the Property Owners Association. The Association and all committees thereof shall also be subject to all superior rights and powers which have been conferred upon the Property Owners Association, pursuant to the Maple Ridge Declaration and its Bylaws. The Association shall take no action in derogation of the rights of or contrary to the interests of the Property Owners Association.

(c) Security. The Association may, but shall not be required to, from time to time, provide measures or take actions which directly or indirectly improve safety on the Condominium; however, each Owner, for himself or herself and his or her tenants, guests, licensees, and invitees, acknowledges and agrees that the Association is not a provider of security and shall have no duty to provide security on the Condominium. It shall be the responsibility of each Owner to protect his or her person and property and all responsibility to provide such security shall lie solely with each Unit Owner. Neither Declarant nor the Association shall be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of safety measures undertaken and each Unit Owner shall indemnify and hold harmless the Association and its officers and directors against any and all expenses, including attorney's fees, reasonably incurred by or imposed upon the Association or its officers or directors in connection with any action, suit, or other proceeding (including settlement of any such action, suit, or proceeding) brought by the Unit Owner or the Unit Owner's family, tenants, guests, employees, invitees, or licensees against the Association, its officers or directors arising out of or relating to the provision or failure to provide security or safety within or on the Condominium.

(d) Dispute Resolution. Prior to filing a lawsuit against the Association, the Board, or any officer, director, or property manager of the Association, a Unit Owner or Occupant must request and attend a hearing with the Board of Directors. Any such request shall be in writing and shall be personally delivered to any member of the Board of Directors or the property manager, if any, of the Association. The Owner or occupant shall, in such request and at the hearing, make a good faith effort to explain the grievance to the Board and resolve the dispute in an amicable fashion, and shall give the Board a reasonable opportunity to address the Owner's or Occupant's grievance before filing suit. Upon receiving a request for a hearing, the Board shall give notice of the date, time and place of the hearing to the person requesting the hearing. The Board shall schedule this hearing for a date not less than seven (7) or more than twenty-one (21) days from the date of receipt of the request.

(e) Right of Action. Each Owner hereby acknowledges and agrees that the Association shall not be entitled to institute any legal action against anyone on behalf of any or all of the Owners which is based on any alleged defect in any Unit or the Common Elements, or any damage allegedly sustained by any Owner by reason thereof, but rather, that all such actions shall be instituted by the Owners owning such Units or served by such Common Elements or allegedly sustaining such damage.

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

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

(h) Contracts Executed During Declarant Control. All contracts or leases executed by or on behalf of the Association during the period in which the Declarant has the right to appoint the Directors and officers of the Association under the Bylaws are subject to cancellation and termination at any time during the twelve (12) months following the expiration of such control period by the affirmative vote of the Owners holding a majority of the votes of the Association, unless the Owners by a like majority shall have, following the expiration of such control period, expressly ratified and approved the same.

21. EMINENT DOMAIN.

In the event of a taking by condemnation or by eminent domain, the provisions of the Act shall prevail and govern; provided, however, that any proceeds received for a taking of the Common Elements (other than Limited Common Elements) by condemnation or eminent domain shall, at the option of the Board, either be allocated to the Owners pursuant to O. C. G. A. 5 44-3-97(a), as amended, or be deposited into the Association's operating account or reserve account to be applied to Common Expenses. Each institutional holder of a first Mortgage shall be entitled to written notice of any such condemnation proceedings, and nothing in the Condominium Instruments shall be construed to give a priority to any Unit Owner in the distribution of proceeds to such Unit.

22. EASEMENTS.

(a) Use and Enjoyment. Each Unit Owner and Occupant shall have a right and easement of use and enjoyment in and to the Common Elements (including the right of access, ingress and egress to and from his or her Unit over those portions of the Condominium designated for such purpose), and such easement shall be appurtenant to and shall pass with the title to such Unit, subject to the rights of the Unit Owners to the exclusive use of the Limited Common Elements assigned to their respective Units and to the right of the Association to control the use and enjoyment of the Common Elements as provided by the terms of this Declaration including, but not limited to, the right of the Association to suspend voting and use privileges as provided herein.

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

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

(d) Utilities. To the extent that any utility line, pipe, wire, or conduit serving any Unit, Units or the Common Elements shall lie wholly or partially within the boundaries of another Unit or the Common Elements, such other Unit, Units, or the Common Elements shall be burdened with an easement for the use, maintenance, repair and replacement of such utility line, pipe, wire or conduit, such easement to be in favor of the Unit, Units, or Common Elements served by the same and the Association.

(e) Easement for Golf Balls. The Common Elements of the Condominium are burdened with an easement permitting golf balls unintentionally to come upon the Common Elements immediately adjacent to the golf course and for golfers at reasonable times and in a reasonable manner to come upon the Common Elements to retrieve errant golf balls. The existence of this easement shall not relieve golfers of liability for damage caused by errant golf balls. Under no circumstances shall the Association be held liable for any damage or injury resulting from errant golf balls or the exercise of this easement.

(f) Community Bulletin Board. As part of the Common Elements maintained by the Association, Declarant and/or the Board shall have the right to erect on the Condominium a bulletin board primarily for the use of Unit Owners in advertising their Units for sale. For so long as the Association desires to maintain this bulletin board, each Unit Owner and his licensed real estate broker and agent may use the Condominium for access, ingress and egress to and from this bulletin board; provided, however, the use of the bulletin board shall be subject to such reasonable nondiscriminatory rules and regulations as may be adopted or promulgated by the Board regulating the size and duration of such advertisements. Declarant or Board may terminate use of this bulletin board entirely at any time, and no property rights of any kind are created hereby.

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

23. AMENDMENTS.

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

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

Notwithstanding the foregoing, Declarant or the Board of Directors, without the necessity of a vote from the owners, may amend this Declaration to comply with any applicable state, city or federal law, and/or to bring the Condominium into compliance with applicable guidelines of the Federal National

Mortgage Association (“ Fannie Mae “), the Department of Housing and Urban Development (“HUD”) and the Veterans Administration (“VA”).

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

24. SEVERABILITY.

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

25. DECLARANT RIGHTS.

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

(b) Working Capital Fund. The Declarant shall not use the working capital funds provided by purchasers of Units upon the initial sale of Units to defray its expenses, reserve contributions, or construction costs, or to make up any budget deficits while it has the right to appoint officers and directors of the Association. However, when unsold units are sold, the Declarant may reimburse itself for funds it paid to the Association for the unsold Unit’s share of the working capital fund by using the working capital funds collected at closing when the Unit is sold.

26. PREPARER.

This Declaration was prepared by J. Barrington Vaught, Hatcher, Stubbs, Land, Hollis & Rothschild, 233 12th Street, Suite 500, The Corporate Center, Columbus, Georgia 31901.

[EXECUTION ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Declarant has executed this Declaration this 9th day of September, 2004.

DECLARANT:

Mark S. Alexander (L.S.)
Mark S. Alexander

Michael D. Alexander Building Contractor, Inc.

By: Michael D. Alexander
President

Signed, sealed, and delivered this
9th day of September, 2004.

[Signature]
Witness

Karen M. Witczak
Notary Public, Muscogee County, Georgia



Exhibit "A"

SUBMITTED PROPERTY

All that tract or parcel of land situate, lying and being in Land Lot 20, 8th District, Columbus, Muscogee County, Georgia containing 1.152 acres and is shown as "PHASE ONE 1.152 Ac." on a survey entitled "Phase One Brentwood Condominium Lying in Land Lot 20, 8th District, Columbus, Muscogee County, Georgia" prepared by Moon, Meeks, Mason & Vinson, Inc. under date of September 7, 2004 and recorded in Condominium Plat Book 1 page 172 in the office of the Clerk of the Superior Court of Muscogee County, Georgia to which reference is made for a more particular description of the property described herein.

Exhibit "B"

ADDITIONAL PROPERTY

All that tract or parcel of land situate, lying and being in Land Lot 20, 8th District, Columbus, Muscogee County, Georgia containing 8.340 acres and is shown as "FUTURE PHASES 8.340 ACRES" on a survey entitled "Phase One Brentwood Condominium Lying in Land Lot 20, 8th District, Columbus, Muscogee County, Georgia" prepared by Moon, Meeks, Mason & Vinson, Inc. under date of September 7, 2004 and recorded in Condominium Plat Book 1 page 172 in the office of the Clerk of the Superior Court of Muscogee County, Georgia to which reference is made for a more particular description of the property described herein.

Exhibit "C"

BYLAWS
OF
BRENTWOOD CONDOMINIUM ASSOCIATION, INC.

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BYLAWS
OF
BRENTWOOD CONDOMINIUM ASSOCIATION, INC.

Article I
General

Section 1. Applicability. These Bylaws provide for the self-government of Brentwood Condominium Association, Inc., in accordance with the Georgia Condominium Act, the Articles of Incorporation filed with the Secretary of State and the Declaration of Condominium for Brentwood Condominium Association, Inc., recorded in the Muscogee County, Georgia land records ("Declaration").

Section 2. Name. The name of the corporation is Brentwood Condominium Association, Inc. ("Association").

Section 3. Definitions. The terms used herein shall have their generally accepted meanings or such meanings as are specified in Paragraph 2 of the Declaration.

Section 4. Membership. An Owner of a Unit shall automatically become a member of the Association upon taking title to the Unit and shall remain a member for the entire period of ownership. As may be more fully provided below, a spouse or cohabitant of a member may exercise the powers and privileges of the member. If title to a Unit is held by more than one (1) Person, the membership shall be shared in the same proportion as the title, but there shall be only one (1) membership and one (1) vote per Unit. Membership does not include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. Membership shall be appurtenant to the Unit and shall be transferred automatically by conveyance of that Unit and may be transferred only in connection with the transfer of title.

Section 5. Entity Members. In the event an Owner is a corporation, partnership, trust, or other legal entity not being a natural person or persons, then any natural person who is an officer, director, or other designated agent of such corporation, partner of such partnership, beneficiary or other designated agent of such trust, or manager of such other legal entity shall be eligible to represent such entity or entities in the affairs of the Association. Such person's relationship with the Association shall terminate automatically upon the termination of such person's relationship with the entity or entities which are the Owner, and termination of the person's relationship with the Association will create a vacancy in any elected or appointed position within the Association in which such person may have been serving and such vacancy will be filled in accordance with these Bylaws.

Section 6. Voting. Each Unit shall be entitled to one equal vote, which vote may be cast by the Owner, the Owner's spouse or cohabitant, or by a lawful proxy as provided below. When more than one (1) Person owns a Unit, the vote for such Unit shall be exercised as they determine between or among themselves, but in no event shall more than one (1) vote be cast with respect to any Unit. If only one (1) co-owner attempts to cast the Vote for a Unit, it shall be conclusively presumed that such co-owner is authorized on behalf of all co-owners to cast the Vote for such Unit. In the event of disagreement between or among co-owners and an attempt by two (2) or more of them to cast such vote or votes, such Persons shall not be recognized and such vote or votes shall not be counted. No Owner shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors, if that Owner is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any

payment due the Association, or if the Owner has had its voting rights suspended for the infraction of any provision of the Declaration, these Bylaws, or any rule of the Association. If the voting rights of an Owner have been suspended, that Owner shall not be counted as an eligible vote for purposes of establishing a Majority or a quorum.

Section 7. Majority. As used in these Bylaws, the term "majority" shall mean those votes, Owners, or other group as the context may indicate totaling more than fifty (50%) percent of the total number of eligible votes, Owners, or other group, respectively. Unless otherwise specifically stated, the words "majority vote" mean more than fifty (50%) percent of those voting in person or by proxy. Except as otherwise specifically provided in the Declaration or these Bylaws, all decisions shall be by majority vote.

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

Article II Meetings of Members

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

Section 2. Special Meetings. Special meetings of the members may be called for any purpose at any time by the President or Secretary, by request of any member of the Board of Directors, or upon written petition of any Unit Owner.

Section 3. Notice of Meetings. It shall be the duty of the Secretary to mail or deliver to each Owner of Units of record or to the Units a notice of each annual or special meeting of the Association at least twenty-one (21) days prior to each annual meeting and at least seven (7) days prior to each special meeting. The notice shall state the purpose of any special meeting, The notice shall state the purpose of any special meeting, as well as the time and place where it is to be held. The notice of an annual meeting shall state the time and place of the meeting. If any Owner wishes notice to be given at an address other than his or her Unit, the Owner shall have designated by notice in writing to the Secretary such other address. The mailing or delivering of a notice of meeting in the manner provided in this Section shall be considered proper service of notice.

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

Section 5. Quorum. Except as may be provided elsewhere, the presence of Owners, in person or by proxy, entitled to cast one-quarter (1/4) of the eligible votes of the Association shall constitute a quorum. Once a quorum is established for a meeting, it shall conclusively be presumed to exist until the meeting is adjourned and shall not need to be reestablished. Owners whose voting rights have been suspended pursuant to the Declaration or these Bylaws shall not be counted as eligible votes toward the quorum requirement.

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

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

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

(a) A written ballot shall: (1) set forth each proposed action; and (2) provide an opportunity to vote for or against each proposed action.

(b) Approval by written ballot pursuant hereto shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting, authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

(c) All solicitations for votes by written ballot shall: (1) Indicate the number of responses needed to meet the quorum requirements; (2) State the percentage of approvals necessary to approve each matter other than election of directors; and (3) Specify the time by which a ballot must be received by the corporation in order to be counted.

(d) A written ballot may not be revoked. The Association shall maintain such ballots in its file for a period of at least three (3) years.

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

Article III
Board of Directors

A. Composition and Selection.

Section 1. Composition. The affairs of the Association shall be governed by a Board of Directors. During the time the Declarant has the right to appoint and remove directors and officers of the Association, the Board shall be composed of three (3) persons. After Declarant's right to appoint has terminated, the Board shall be composed of three (3) persons. Except for directors appointed by the Declarant hereunder, the directors shall be Owners or spouses or cohabitants of such Owners; provided, however, no Owner and his or her spouse or cohabitant may serve on the Board at the same time, and no co-owners may serve on the Board at the same time.

Section 2. Term of Office. Notwithstanding anything to the contrary herein, Declarant shall have exclusive authority to appoint and remove directors and officers until the earlier of: (1) seven (7) years after the recording of this Declaration, (2) unless Declarant at the time has an unexpired option to add additional property, the date as of which Units to which eighty percent (80%) of the undivided interests in the Common Elements pertain shall have been conveyed by Declarant to Unit Owners other than a Person constituting the Declarant, or (3) the surrender by Declarant of the authority to appoint and remove officers and directors by an express amendment to this Declaration executed by Declarant. At the first election of directors of the Association following the expiration or termination of the Declarant's right to appoint directors hereunder, one director shall be elected for a term of one (1) year and two (2) directors shall be elected for a term of two (2) years. At the expiration of the term of office of each Board member, and at each annual meeting thereafter, a successor shall be elected to serve for a term of two (2) years. The Board members shall hold office until their respective successors shall have been elected by the Association.

Section 3. Removal of Members of the Board of Directors. At any regular or special meeting of the Association duly called, any one or more Board members, except for directors appointed by Declarant hereunder, may be removed with or without cause by a Majority of the members of the Association and a successor may then and there be elected to fill the vacancy thus created. Further, any director who has had three (3) consecutive unsecured absences from regularly scheduled Board meetings or is more than sixty (60) days past due in the payment of any assessment may be removed by the vote of a Majority of the other directors. Any director whose removal has been proposed shall be given at least ten (10) days notice of the calling of the meeting to consider his or her removal and the purpose thereof and shall be given an opportunity to be heard at the meeting.

Section 4. Vacancies. Vacancies in the Board caused by any reason, except the removal of a director by vote of the membership or by Declarant, shall be filled by a vote of the Majority of the remaining directors, even though less than a quorum, at any meeting of the Board of Directors. The successor so selected shall hold office for the remainder of the term of the director being replaced.

Section 5. Compensation. Directors shall not be compensated for services as such unless and only to the extent that compensation is authorized by a Majority vote of the members. Directors may be reimbursed for the expenses incurred in carrying out their duties as directors upon approval of such expenses by the Board of Directors.

Section 6. Director Conflicts of Interest. Nothing herein shall prohibit a director from entering into a contract and being compensated for services or supplies furnished to the Association in a capacity other than as director, provided that the director's interest is disclosed to the Board and the contract is approved by a Majority of the directors who are at a meeting of the Board of Directors at which a quorum is present, excluding the director with whom the contract is made. The interested director shall not count for purposes of establishing a quorum of the Board. The interested director shall be entitled to be present at any meeting at which the proposed contract is discussed and to discuss the proposed contract unless requested by any other director to leave the room during the discussion.

Section 7. Nomination. Nomination for election to the Board shall be made by a Nominating Committee which shall be appointed by the Board of Directors at least thirty (30) days prior to the annual meeting to serve a term of one (1) year and shall consist of at least one (1) Board member and at least two (2) other members of the Association who are not Board members. The members of the Nominating Committee shall be announced at the annual meeting. The Nominating Committee may nominate any number of qualified individuals, but not less than the number of directors to be elected. The nominations shall be made at least fourteen (14) days prior to the annual meeting. Nominations shall also be allowed from the floor at the meeting. Each candidate shall be given a reasonable opportunity to communicate his or her qualifications to the membership prior to the election. No member shall be nominated for election to the Board, nor permitted to run for election, if more than thirty (30) days past due in the payment of any assessment. Failure to comply with this Section shall in no way invalidate the election of directors who were not nominated in accordance with the provisions hereof.

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

B. Meetings.

Section 9. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by the Board, but such meetings shall be held at least once every six (6) months. The newly elected Board shall meet within ten (10) days after each annual meeting of the membership.

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

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

Section 12. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors and the Secretary shall keep a minute book recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings. A Majority of directors shall constitute a quorum for the transaction of business. One or more directors who

participate in a meeting by means of telephone or electronic communication shall be deemed present and in attendance for nil purposes at such meeting, provided all persons participating in the meeting can hear each other.

Section 13. Open Meetings. All meetings of the Board shall be open to all members, but members other than directors may not participate in any discussion or deliberation unless expressly so authorized by the Board. Notwithstanding the above, the Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

Section 14. Action Without a Meeting. Any action by the Board required or permitted to be taken at any meeting may be taken without a meeting if a majority of the directors consent in writing to such action. Such written consents must describe the action taken and be signed by no fewer than a majority of the directors and such written consent or consents shall be filed with the minutes of the Board of Directors.

C. Powers and Duties.

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

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

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

(c) providing for the operation, care, upkeep, and maintenance of all of the Area of Common Responsibility as defined in Paragraph 17 of the Declaration;

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

(e) collecting the assessments, depositing the proceeds thereof in a financial depository or institution which it shall approve, or otherwise investing the proceeds in accordance with any limitations set forth in O. C. G. A. § 14-2-302, and using the proceeds to administer the Association;

(f) making and amending rules and regulations and imposing sanctions for violation thereof, including, without limitation, monetary fines;

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

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

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

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

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

(l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred; and

(m) contracting with any Person for the performance of various duties and functions. The Board shall have the power to enter into common management agreements with trusts, condominium associations or other associations or corporations. Any and all functions of the Association shall be fully transferable by the Board, in whole or in part, to any other entity.

Section 16. Management Agent. The Association may, but shall not be required to, hire a professional management agent or agents, at a compensation established by the Board, to perform such duties and services as the Board of Directors shall authorize. The Board shall use reasonable efforts in any management contract to provide for termination of such contract with or without cause and without penalty, upon no more than thirty (30) days written notice. No management contract shall have a term in excess of one (1) year.

Section 17. Borrowing. The Board of Directors shall have the power to borrow money for the purpose of maintenance, repair, restoration, or improvement of the Common Elements and facilities, and for other purposes, with the approval of a Majority of the members of the Association.

Section 18. Liability and Indemnification of Officers and Directors. The Association shall indemnify every officer and director against any and all expenses, including attorney's fees, reasonably incurred by or imposed upon such officer or director in connection with any action, suit, or other proceeding (including settlement of any such action, suit, or proceeding, if approved by the then Board of Directors) to which he or she may be made a party by reason of being or having been an officer or director, whether or not such person is an officer or director at the time such expenses are incurred subject to the limitations below. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, or for injury or damage caused by any such officer or director in the performance of his or her duties, except for his or her own individual willful misfeasance or malfeasance. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer

or director or former officer or director may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and, if obtainable, officers' and directors' liability insurance to fund this obligation, and the insurance shall be written as provided in the Declaration.

D. Committees.

Section 19. Committees. There shall be such committees as the Board shall determine with the powers and duties that the Board shall authorize.

Section 20. Service on Committees. Unless otherwise provided in these Bylaws or in the resolution authorizing a particular committee, the members of any committee shall be appointed by the President and shall serve at the pleasure of the Board of Directors. Any committee member may be removed with or without cause at any time and with or without a successor being named.

Article IV
Officers

Section 1. Designation. The principal officers of the Association shall be the President, the Vice President, the Secretary, and the Treasurer, all or any of which may be the same person.

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

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

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

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

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

Section 7. Secretary. The Secretary shall keep the minutes of all meetings of the members and of the Board of Directors and shall have charge of such books and papers as the Board of Directors may direct, and shall, in general, perform all duties incident to the office of the secretary of a corporation organized under Georgia law.

Section 8. Treasurer. The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Association or the managing agent in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall

be responsible for the preparation of the budget as provided in the Declaration. The Treasurer may delegate all or a part of the preparation and notification duties associated with the above responsibilities to a management agent.

Section 9. Other Officers. Other offices may be created by the Board, and the Board members which hold such offices shall have such titles and duties as are defined by the Board.

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

Article V Rule Making and Enforcement

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

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

Section 2. Fining and Suspension Procedure. The Board shall not impose a fine, suspend the right to vote or suspend the right to use the Common Elements (provided, however, if an Owner is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association, suspension of the right to vote and the right to use the Common Elements shall be automatic; provided further, however, suspension of common utility services shall require compliance with the provisions of Paragraph 10(c)(v) of the Declaration, where applicable), unless and until the Association has sent or delivered written notice to the violator as provided in subsection (a) below. Any such fine or fines may be effective or commence upon the sending of such notice or such later date as may be set forth in such notice, notwithstanding the violator's right to request a hearing before the Board to challenge such fine under subsection (b) below.

(a) Notice. If any provision of the Declaration or Bylaws or any rule or regulation of the Association is violated, the Board shall send the violator written notice identifying the violation and fine(s) being imposed and advising the violator of the right to request a hearing before the Board to

contest the violation or fine(s) or to request reconsideration of the fine(s). Fine(s) may be effective or commence upon the sending of such notice or such later date specified in such notice, notwithstanding the violator's right to request a hearing before the Board to challenge the fine. In the event of a continuing violation, each day the violation continues or occurs again constitutes a separate offense, and fines may be imposed on a per diem basis without further notice to the violator.

(b) Hearing. If a written request for hearing is received from the violator within ten (10) days of the date of the violation notice provided above, then the Board shall schedule and hold in executive session a hearing affording the violator a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing. The Board may establish rules of conduct for such hearing, which may include limits on time and on the number of participants who may be present at one time.

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

The Association or its duly authorized agent shall have the power to enter a Unit or upon any portion of the Common Elements to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates the Declaration, the Bylaws, or the rules and regulations; provided, however, written notice shall be given to the Owner of the Unit at least two (2) days prior to the time that any items of construction are altered or demolished. All costs of self-help, including reasonable attorney's fees, shall be assessed against the violating Unit Owner and shall be collected as provided herein for the collection of assessments.

Article VI Miscellaneous

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

- (a) If to a Unit Owner, at the address which the Unit Owner has designated in writing and filed with the Secretary, or if no such address has been designated, at the address of the Unit of such Owner;
- (b) If to an Occupant, at the address of the Unit occupied; or
- (c) If to the Association or the Board of Directors, at the principal office of the Association, if any, or at such other address as shall be designated in writing and filed with the Secretary.

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

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

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

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

Section 6. Financial Review. A financial review of the accounts of the Association shall be performed annually in the manner provided by the Board and a financial statement prepared. However, after having received the Board's financial statement review at the annual meeting, the Owners may, by a majority of the Association vote, require that the accounts of the Association be audited as a Common Expense by an independent accountant. Such statement shall be made available to the holder, insurer, or guarantor of any first mortgage on a Unit upon submission of a written request and must be available within one hundred twenty (120) days of the fiscal year end of the Association.

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

Section 8. Amendment. Except where a higher vote is required for action under a particular provision of the Declaration or Bylaws, in which case such higher vote shall be necessary to amend, these Bylaws may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the members holding two-thirds (2/3) of the total vote of the Association. As long as Declarant has the right to appoint directors and officers of the Association as provided in Article III, Section 2 of these Bylaws, any amendment to these Bylaws shall require the written consent of Declarant. Notice of any meeting at which an amendment will be considered shall state that fact and the subject matter of the proposed amendment. No amendment shall become effective until it is certified by the President and Secretary of the Association and recorded in the Muscogee County, Georgia land records. Any amendment duly certified and recorded shall be conclusively presumed to have been duly adopted in accordance with the Bylaws.

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

Section 9. Books and Records.

(a) All members of the Association and any institutional holder of a first Mortgage shall be entitled to inspect the following records at a reasonable time and location specified by the Association, upon written request at least five (5) days before the date on which the member wishes to inspect and copy:

- (i) its Articles or restated Articles of Incorporation and all amendments to them currently in effect;
- (ii) its Bylaws or restated Bylaws and all amendments to them currently in effect;
- (iii) resolutions adopted by either its members or Board of Directors increasing or decreasing the number of directors or the classification of directors, or relating to the characteristics, qualifications, rights, limitations, and obligations of members or any class or category of members;
- (iv) resolutions adopted by either its members or Board of Directors relating to the characteristics, qualification, rights, limitations, and obligations of members or any class or category of members;
- (v) the minutes of all meetings of members and records of all actions approved by the members for the past three (3) years;
- (vi) all written communications to members generally within the past three (3) years, including the financial statements furnished for the past three (3) years;
- (vii) a list of the names and business or home addresses of its current directors and officers; and
- (viii) its most recent annual report delivered to the Secretary of State.

(b) A member may inspect and copy the following records upon written notice at least five (5) business days before the date on which the member wishes to inspect and copy only if the member's demand is made in good faith and for a proper purpose that is reasonably relevant to the member's legitimate interest as a member; the member describes with reasonable particularity the purpose and the records the member desires to inspect; the records are directly connected with this purpose; and the records are to be used only for the stated purpose:

- (i) excerpts from minutes of any Board meeting, records of any action of a committee of the Board while acting in place of the Board on behalf of the Association, minutes of any meeting of the members, and records of action taken by the members or the Board without a meeting, to the extent not subject to inspection under subsection 9(a);
- (ii) accounting records of the Association; and
- (iii) the membership list only if for a purpose related to the member's interest as a member. Without the consent of the Board, a membership list or any part thereof may not be used to solicit money or property unless such money or property will be used solely to solicit the votes of the members in an election to be held by the Association; used for any commercial purpose; or sold to or purchased by any person.

The Association may impose a reasonable charge, covering the cost of labor and material, for copies of any documents provided to the Member.

RECORDATION REQUESTED BY:
Hatcher, Stubbs, Land, Hollis & Rothschild, LLP
Attn: J. Barrington Vaught
P.O. Box 2707
Columbus, GA 31902-2707

STATE OF GEORGIA

Cross Reference: Deed Book 4903
Page 063

COUNTY OF MUSCOGEE

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR MAPLE RIDGE GOLF COMMUNITY**

This Supplemental Declaration is made this 22 day of October, 2004, by Developers-
Investors, Inc. (hereinafter referred to as "Declarant").

WITNESSETH

WHEREAS, an Amended and Restated Declaration of Covenants, Conditions and
Restrictions for Maple Ridge Golf Community was recorded on March 16, 1998, in Deed Book
4903, page 63, et seq., Muscogee County, Georgia records (hereinafter referred to as the
"Declaration"); and

WHEREAS, pursuant to Article IX, Section 1 of the Declaration, the Declarant has a
unilateral right and option to subject property to the terms of the Declaration for filing by record in
the Muscogee County, Georgia records a Supplementary Declaration describing the property being
annexed; and

WHEREAS, the Declarant desires to submit additional property to the terms of the
Declaration;

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

1.

ALL THOSE LOTS, TRACTS OR PARCELS OF LAND lying and being in Columbus, Muscogee County, Georgia, being that certain 9.492 acre tract lying in Land Lot 20, 8th District, Columbus, Muscogee County, Georgia, as shown upon a map or plat entitled "Section 'G', Maple Ridge Golf Community, Lying in Land Lot 20, 8th District, Columbus, Muscogee County, Georgia" prepared by Moon, Meeks, Mason & Vinson, Inc. under date of November 26, 2003 and recorded in Plat Book 150, page 70 in the Office of the Clerk of the Superior Court of Muscogee County, Georgia, are hereby made subject to the terms of the Declaration, as amended or as may be amended.

2.

Exhibit "D" titled Minimum Square Footage Requirements shall be amended by adding the following thereto.

<u>SECTION</u>	<u>MINIMUM SQUARE FEET</u>
Brentwood Condominiums	2,000 sq. ft.

3.

From and after the date of recording of this Supplemental Declaration, the above-referenced property shall be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of this Declaration, all of which shall run with title to such property and shall be binding upon any persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors in title, and assigns.

4.

The property described in paragraph 1 above is no longer owned by the Declarant. Rather portions of it are owned by Mark S. Alexander, Michael D. Alexander Building Contractor, Inc., Arnold D. Smith and Marianne Smith (Unit One, Brentwood Condominiums), and John C. Richards and Lorraine F. Richards (Unit Two, Brentwood Condominiums) (collectively, "Owners"). By joining in the execution of this Supplemental Declaration, the Owners do hereby submit the respective properties owned by each Owner consisting of the entire parcel described in paragraph 1 above to the Declaration as presently amended.

Sworn to and subscribed before me this
28th day of October, 2004.

Caroline Hall
Witness

Laura Mosby
Notary Public, Muscogee County, Georgia
My Commission Expires February 10, 2006

Sworn to and subscribed before me as to
Mark S. Alexander and Michael D.
Alexander this 22 day of October, 2004.

Cynthia J. Moore
Witness

Brenda B Elliott
Notary Public, Muscogee County, Georgia

BRENDA B. ELLIOTT
-NOTARY PUBLIC-OFFICIAL SEAL-
MUSCOGEE COUNTY, GA
My Commission Expires July 2, 2005

Sworn to and subscribed before me this
22 day of October, 2004.

Cynthia J. Moore
Witness

Brenda B Elliott
Notary Public, Muscogee County, Georgia

BRENDA B. ELLIOTT
-NOTARY PUBLIC-OFFICIAL SEAL-
MUSCOGEE COUNTY, GA
My Commission Expires July 2, 2005

DEVELOPERS-INVESTORS, INC., a
Georgia corporation

By: [Signature]
Title: authorized agent

Mark S. Alexander (L.S.)
MARK S. ALEXANDER

MICHAEL D. ALEXANDER BUILDING
CONTRACTOR, INC., a Georgia
Corporation

By: [Signature]
Michael D. Alexander, President

[CORPORATE SEAL]

[Signature] (L.S.)
ARNOLD D. SMITH

[Signature] (L.S.)
MARIANNE SMITH

[Signature] (L.S.)
JOHN C. RICHARDS

[Signature] (L.S.)
LORRAINE F. RICHARDS

RETURN RECORDED INSTRUMENT TO:
Hatcher, Stubbs, Land, Hollis & Rothschild, LLP
Attn: J. Barrington Vaught
Post Office Box 2707
Columbus, Georgia 31902-2707

Deed Book 7692 Pg 276
Filed and Recorded Dec-07-2004 01:22pm
2004-0048923
M. Linda Pierce
Clerk of Superior Court
Muscogee County, Georgia

**FIRST AMENDMENT TO DECLARATION OF
MARK S. ALEXANDER and MICHAEL D. ALEXANDER
FOR
BRENTWOOD CONDOMINIUM ASSOCIATION, INC.**

THIS AMENDMENT TO DECLARATION is made by MARK S. ALEXANDER and MICHAEL D. ALEXANDER, both of Columbus, Muscogee County, Georgia (the "Declarant"), for the purpose hereinafter set forth;

WITNESSETH:

WHEREAS, the Declarant heretofore executed that certain Declaration of Mark S. Alexander and Michael D. Alexander for Brentwood Condominium Association, Inc., dated September 9, 2004, filed for record on September 9, 2004, and recorded in Deed Book 7579, page 288, in the Office of the Clerk of the Superior Court of Muscogee County, Georgia, (the "Declaration"), pursuant to which the submitted property located in Columbus, Muscogee County, Georgia, more particularly described therein, was submitted to the provisions of the Georgia Condominium Act; and

WHEREAS, the plats of the condominium known as "Brentwood Condominium Association, Inc." are recorded in Condominium Plat Book 1, page 172, in the Office of the aforesaid Clerk, and the plans of the condominium are recorded in Condominium File 5 -47 in the Office of the aforesaid Clerk; and

WHEREAS, the Declarant, pursuant to Paragraph 3 of the aforesaid Declaration and O.C.G.A. §44-3-89, desires to expand the condominium by adding a portion of the land (the "Additional Property") described in Exhibit "B" to the aforesaid Declaration;

NOW, THEREFORE, the Declarant does hereby submit the portion of the Additional Property described hereinbelow to the provisions of the Georgia Condominium Act.

1.

DESCRIPTION OF ADDITIONAL SUBMITTED PROPERTY

The portion of the Additional Property hereby submitted to the Georgia Condominium Act is described in Exhibit "A" attached hereto and incorporated herein by this reference. The plans relating to such additional submitted property are recorded in Condominium File ~~5-47~~ 5-48 in the Office of the Clerk of the Superior Court of Muscogee County, Georgia.

2.

REALLOCATION OF UNDIVIDED INTERESTS IN COMMON ELEMENTS, VOTES
IN THE ASSOCIATION, AND LIABILITY FOR FUTURE COMMON EXPENSES

The undivided interests in the common elements, votes in the Association and liability for common expenses are hereby reallocated among the condominium units on the submitted property and the portion of the Additional Property hereby submitted to the Georgia Condominium Act with each unit having one vote in the Association pursuant to paragraph 7 of the Declaration.

3.

This Amendment to Declaration was prepared by J. Barrington Vaught, of Hatcher, Stubbs, Land, Hollis & Rothschild, Suite 500, The Corporate Center, 233 - 12th Street, Columbus, Georgia 31901.

IN WITNESS WHEREOF, this Amendment to Declaration has been executed, under seal, as of the 7th day of December, 2004.

DECLARANT:

Mark S. Alexander (L.S.)
Mark S. Alexander

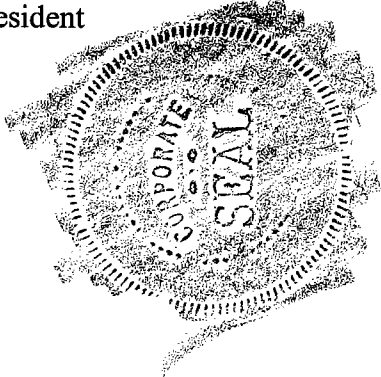
Michael D. Alexander Building Contractor, Inc.

Michael D. Alexander (L.S.)
Michael D. Alexander, President

Signed, sealed, attested and delivered in the presence of:

Wendy Arnold
Witness

Brenda B. Elliott
Notary Public, Muscogee County, Georgia



BRENDA B. ELLIOTT
-NOTARY PUBLIC-OFFICIAL SEAL-
MUSCOGEE COUNTY, GA
My Commission Expires July 2, 2005

EXHIBIT "A"

BRENTWOOD

LEGAL DESCRIPTION OF PORTION OF ADDITIONAL PROPERTY
SUBMITTED TO GEORGIA CONDOMINIUM ACT

(Pursuant to Amendment To Declaration
dated December __, 2004)

All that tract or parcel of land situate, lying and being in Land Lot 20, 8th District, Columbus, Muscogee County, Georgia containing 0.790 acres and is shown as "PHASE TWO-0.790 AC." on a survey entitled "Phase Two Brentwood Condominium Lying in Land Lot 20, 8th District, Columbus, Muscogee County, Georgia" prepared by Moon, Meeks, Mason & Vinson, Inc. under date of December 3, 2004 and recorded in Condominium Plat Book 1, page 13 in the office of the Clerk of the Superior Court of Muscogee County, Georgia to which reference is made for a more particular description of the property described herein.

RETURN RECORDED INSTRUMENT TO:
Hatcher, Stubbs, Land, Hollis & Rothschild, LLP
Attn: J. Barrington Vaught
Post Office Box 2707
Columbus, Georgia 31902-2707

**SECOND AMENDMENT TO DECLARATION OF
MARK S. ALEXANDER and MICHAEL D. ALEXANDER
FOR
BRENTWOOD CONDOMINIUM ASSOCIATION, INC.**

THIS SECOND AMENDMENT TO DECLARATION is made by MARK S. ALEXANDER and MICHAEL D. ALEXANDER, both of Columbus, Muscogee County, Georgia (the "Declarant"), for the purpose hereinafter set forth;

WITNESSETH:

WHEREAS, the Declarant heretofore executed that certain Declaration of Mark S. Alexander and Michael D. Alexander for Brentwood Condominium Association, Inc., dated September 9, 2004, filed for record on September 9, 2004, and recorded in Deed Book 7579, page 288, in the Office of the Clerk of the Superior Court of Muscogee County, Georgia, as amended (the "Declaration"), pursuant to which the submitted property located in Columbus, Muscogee County, Georgia, more particularly described therein and amendments thereto, was submitted pursuant to the provisions of the Georgia Condominium Act; and

WHEREAS, the plats of the condominium known as "Brentwood Condominium Association, Inc." are recorded in Condominium Plat Book 1, page 172, in the Office of the aforesaid Clerk, and the plans of the condominium are recorded in Condominium File 5-47 and First Amendment thereto recorded in Deed Book 7652 page 276, Condominium Plat Book 1 page 173 and Condominium file 5-48 and 48A in the Office of the aforesaid Clerk; and

WHEREAS, the Declarant, and the other signatories hereto, being all the owners of the property described in the Declaration as amended by said First Amendment desire to amend the Declaration to allow additional units to be constructed as part of this condominium project.

NOW, THEREFORE, the Declarant and the owners of Units 1 and 2 Phase One, and Unit 18 Phase Two Brentwood Condominiums do hereby delete "17" from paragraph 3 (c) of the Declaration and in lieu thereof substitute "22".

This Amendment to Declaration was prepared by J. Barrington Vaught, of Hatcher, Stubbs, Land, Hollis & Rothschild, Suite 500, The Corporate Center, 233 - 12th Street, Columbus, Georgia 31901.

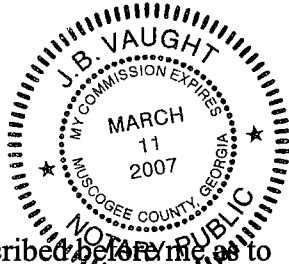
IN WITNESS WHEREOF, this Amendment to Declaration has been executed, under seal, as of the 8th day of December, 2004.

DECLARANT:

Sworn to and subscribed before me as to Mark S. Alexander and Michael D. Alexander this 8th day of December, 2004.

[Signature]
Witness

[Signature]
Notary Public, Muscogee County, Georgia



Sworn to and subscribed before me as to Arnold D. Smith and Marianne Smith this 8th day of December, 2004.

[Signature]
Witness

[Signature]
Notary Public, Muscogee County, Georgia



[Signature] (L.S.)
MARK S. ALEXANDER

MICHAEL D. ALEXANDER BUILDING CONTRACTOR, INC., a Georgia Corporation

By: [Signature]
Michael D. Alexander, President

[CORPORATE SEAL]

[Signature] (L.S.)
ARNOLD D. SMITH

[Signature] (L.S.)
MARIANNE SMITH

“Owners of Unit One, Phase One, Brentwood”

[EXECUTION CONTINUED ON FOLLOWING PAGE]

Sworn to and subscribed before me as to
John C. Richards and Lorraine F. Richards
this 14 day of December, 2004.

Karen M. Witzel
Witness

John C. Richards (L.S.)
JOHN C. RICHARDS

Lorraine F. Richards (L.S.)
LORRAINE F. RICHARDS

Notary Public, Muscogee County, Georgia



“Owners of Unit Two, Phase One, Brentwood”

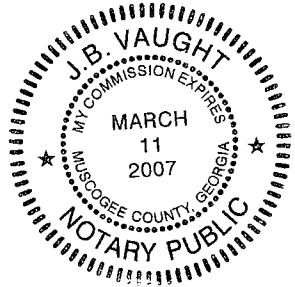
Sworn to and subscribed before me as to
James W. Shuman, Jr. and Patricia P. Shuman
this 8th day of December, 2004.

Karen M. Witzel
Witness

James W. Shuman, Jr. (L.S.)
JAMES W. SHUMAN, JR.

Patricia P. Shuman (L.S.)
PATRICIA P. SHUMAN

Notary Public, Muscogee County, Georgia



“Owners of Unit 18, Phase One, Brentwood”

RETURN RECORDED INSTRUMENT TO:
Hatcher, Stubbs, Land, Hollis & Rothschild, LLP
Attn: J. Barrington Vaught
Post Office Box 2707
Columbus, Georgia 31902-2707

THIRD AMENDMENT TO DECLARATION OF
MARK S. ALEXANDER and MICHAEL D. ALEXANDER BUILDING CONTRACTOR, INC.
FOR
BRENTWOOD CONDOMINIUM ASSOCIATION, INC.

THIS THIRD AMENDMENT TO DECLARATION is made by MARK S. ALEXANDER and MICHAEL D. ALEXANDER BUILDING CONTRACTOR, INC., both of Columbus, Muscogee County, Georgia (the "Declarant"), for the purpose hereinafter set forth;

WITNESSETH:

WHEREAS, the Declarant heretofore executed that certain Declaration of Mark S. Alexander and Michael D. Alexander Building Contractor, Inc. for Brentwood Condominium Association, Inc., dated September 9, 2004, filed for record on September 9, 2004, and recorded in Deed Book 7579, page 288, in the Office of the Clerk of the Superior Court of Muscogee County, Georgia, as amended by First Amendment dated December 7, 2004 and recorded in Deed Book 7692 page 276 in said Clerk's Office and by Second Amendment dated December 8, 2004 and recorded in Deed Book 7734 page 204 in said Clerk's Office (the "Declaration"), pursuant to which the submitted property located in Columbus, Muscogee County, Georgia, more particularly described therein and amendments thereto, was submitted pursuant to the provisions of the Georgia Condominium Act; and

WHEREAS, the plats of the condominium known as "Brentwood Condominium Association, Inc." are recorded in Condominium Plat Book 1, page 172, in the Office of the aforesaid Clerk, and the plans of the condominium are recorded in Condominium File 5-47 and First Amendment thereto recorded in Deed Book 7652 page 276, Condominium Plat Book 1 page 173 and Condominium file 5-48 and 48A in the Office of the aforesaid Clerk; pursuant to which the submitted property located in Columbus, Muscogee County, Georgia, more particularly described therein, was submitted to the provisions of the Georgia Condominium Act; and

WHEREAS, the Declarant, pursuant to Paragraph 3 of the aforesaid Declaration and O.C.G.A. §44-3-89, desires to expand the condominium by adding a portion of the land (the "Additional Property") described in Exhibit "B" to the aforesaid Declaration;

WHEREAS, Michael D. Alexander was party to the First Amendment as described above in error;

WHEREAS, the proper party to said First Amendment was Michael D. Alexander Building Contractor, Inc.

WHEREAS, to correct this error, the Declarants desire to resubmit the property described in said First Amendment and being described as "Parcel One" in Exhibit A hereto annexed;

NOW, THEREFORE, the Declarant does hereby submit the portion of the Additional Property described as Parcel One and Parcel Two in Exhibit A hereto annexed to the provisions of the Georgia Condominium Act.

1.

DESCRIPTION OF ADDITIONAL SUBMITTED PROPERTY

The portion of the Additional Property hereby submitted to the Georgia Condominium Act is described in Exhibit "A" attached hereto and incorporated herein by this reference. The plans relating to such additional submitted property are recorded in Condominium File 5-48 (Parcel One) and Condominium File ~~5-54~~ (Parcel Two) both in the Office of the Clerk of the Superior Court of Muscogee County, Georgia. ~~5-5~~

2.

REALLOCATION OF UNDIVIDED INTERESTS IN COMMON ELEMENTS, VOTES IN THE ASSOCIATION, AND LIABILITY FOR FUTURE COMMON EXPENSES

The undivided interests in the common elements, votes in the Association and liability for common expenses are hereby reallocated among the condominium units on the submitted property and the portion of the Additional Property hereby submitted to the Georgia Condominium Act with each unit having one vote in the Association pursuant to paragraph 7 of the Declaration.

3.

This Amendment to Declaration was prepared by J. Barrington Vaught, of Hatcher, Stubbs, Land, Hollis & Rothschild, Suite 500, The Corporate Center, 233 - 12th Street, Columbus, Georgia 31901.

[EXECUTION ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Amendment to Declaration has been executed, under seal, as of the 12th day of April, 2005.

DECLARANT:

Mark S. Alexander (L.S.)
Mark S. Alexander

Michael D. Alexander Building Contractor, Inc.

Michael D. Alexander
Michael D. Alexander, President

Signed, sealed, attested and delivered in the presence of:

Cynthia J. Moore
Witness

Brenda B. Elliott
Notary Public, Muscogee County, Georgia

BRENDA B. ELLIOTT
-NOTARY PUBLIC-OFFICIAL SEAL-
MUSCOGEE COUNTY, GA
My Commission Expires July 2, 2005

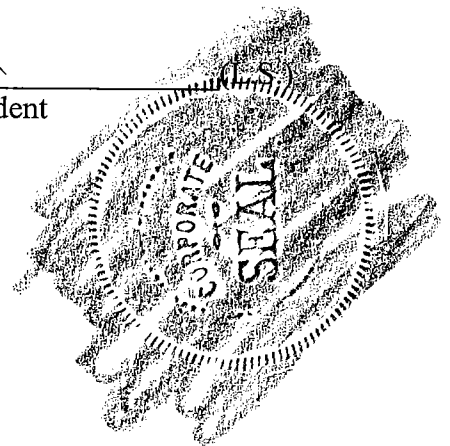


EXHIBIT "A"

BRENTWOOD

LEGAL DESCRIPTION OF PORTION OF ADDITIONAL PROPERTY
SUBMITTED TO GEORGIA CONDOMINIUM ACT

(Pursuant to Amendment To Declaration
dated April 12, 2005)

PARCEL ONE

All that tract or parcel of land situate, lying and being in Land Lot 20, 8th District, Columbus, Muscogee County, Georgia containing 0.790 acres and is shown as "PHASE TWO-0.790 AC." on a survey entitled "Phase Two Brentwood Condominium Lying in Land Lot 20, 8th District, Columbus, Muscogee County, Georgia" prepared by Moon, Meeks, Mason & Vinson, Inc. under date of December 3, 2004 and recorded in Condominium Plat Book 1, page 173 in the office of the Clerk of the Superior Court of Muscogee County, Georgia to which reference is made for a more particular description of the property described herein.

PARCEL TWO

All that tract or parcel of land situate, lying and being in Land Lot 20, 8th District, Columbus, Muscogee County, Georgia containing 1.567 acres and is shown as "PHASE THREE- 1.567 AC." on a survey entitled "Phase Three Brentwood Condominium Lying in Land Lot 20, 8th District, Columbus, Muscogee County, Georgia" prepared by Moon, Meeks, Mason & Vinson, Inc. under date of April 10, 2005 and recorded in Condominium Plat Book 1, page 177 in the office of the Clerk of the Superior Court of Muscogee County, Georgia to which reference is made for a more particular description of the property described herein.

Deed Book 8069 Pg 14
Filed and Recorded Sep-07-2005 09:38am
2005-0038137
Real Estate Transfer Tax \$0.00
Georgia Intangible Tax Paid \$0.00
M. Linda Pierce
Clerk of Superior Court
Muscokee County County, Georgia

RETURN RECORDED INSTRUMENT TO:
Hatcher, Stubbs, Land, Hollis & Rothschild, LLP
Attn: J. Barrington Vaught
Post Office Box 2707
Columbus, Georgia 31902-2707

**FOURTH AMENDMENT TO DECLARATION OF
MARK S. ALEXANDER and MICHAEL D. ALEXANDER BUILDING CONTRACTOR, INC.
FOR
BRENTWOOD CONDOMINIUM ASSOCIATION, INC.**

THIS FOURTH AMENDMENT TO DECLARATION is made by MARK S. ALEXANDER and MICHAEL D. ALEXANDER BUILDING CONTRACTOR, INC., both of Columbus, Muscogee County, Georgia (the "Declarant"), for the purpose hereinafter set forth;

WITNESSETH:

WHEREAS, the Declarant heretofore executed that certain Declaration of Mark S. Alexander and Michael D. Alexander Building Contractor, Inc. for Brentwood Condominium Association, Inc., dated September 9, 2004, filed for record on September 9, 2004, and recorded in Deed Book 7579, page 288, in the Office of the Clerk of the Superior Court of Muscogee County, Georgia, as amended by First Amendment dated December 7, 2004 and recorded in Deed Book 7692 page 276 in said Clerk's Office; by Second Amendment dated December 8, 2004 and recorded in Deed Book 7734 page 204 in said Clerk's Office; and by Third Amendment dated April 12, 2005 and recorded in Deed Book 7857 page 224 in said Clerk's Office (the "Declaration"), pursuant to which the submitted property located in Columbus, Muscogee County, Georgia, more particularly described therein and amendments thereto, was submitted pursuant to the provisions of the Georgia Condominium Act; and

WHEREAS, the plats of the condominium known as "Brentwood Condominium Association, Inc." are recorded in Condominium Plat Book 1, page 172, in the Office of the aforesaid Clerk, and the plans of the condominium are recorded in Condominium File 5-47 and First Amendment thereto recorded in Deed Book 7652 page 276, Condominium Plat Book 1 page 173 and Condominium file 5-48 and 48A in the Office of the aforesaid Clerk; and Third Amendment thereto recorded in Deed Book 7857 page 224, Condominium Plat Book 1 page 177 and Condominium file 5-54 and 55 pursuant to which the submitted property located in Columbus, Muscogee County, Georgia, more particularly described therein, was submitted to the provisions of the Georgia Condominium Act; and

WHEREAS, the Declarant, pursuant to Paragraph 3 of the aforesaid Declaration and O.C.G.A. §44-3-89, desires to expand the condominium by adding a portion of the land (the "Additional Property") described in Exhibit "B" to the aforesaid Declaration;

NOW, THEREFORE, the Declarant does hereby submit the portion of the Additional Property described as Parcel One and Parcel Two in Exhibit A hereto annexed to the provisions of the Georgia Condominium Act.

1.

DESCRIPTION OF ADDITIONAL SUBMITTED PROPERTY

The portion of the Additional Property hereby submitted to the Georgia Condominium Act is described in Exhibit "A" attached hereto and incorporated herein by this reference. The plans relating to such additional submitted property are recorded in Condominium File 5 p 582 (Units 7 83 + and 8) and Condominium File 5 p 583 (Unit 11) both in the Office of the Clerk of the Superior Court of Muscogee County, Georgia. 84

2.

REALLOCATION OF UNDIVIDED INTERESTS IN COMMON ELEMENTS, VOTES IN THE ASSOCIATION, AND LIABILITY FOR FUTURE COMMON EXPENSES

The undivided interests in the common elements, votes in the Association and liability for common expenses are hereby reallocated among the condominium units on the submitted property and the portion of the Additional Property hereby submitted to the Georgia Condominium Act with each unit having one vote in the Association pursuant to paragraph 7 of the Declaration.

3.

This Amendment to Declaration was prepared by J. Barrington Vaught, of Hatcher, Stubbs, Land, Hollis & Rothschild, Suite 500, The Corporate Center, 233 - 12th Street, Columbus, Georgia 31901.


[EXECUTION ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Amendment to Declaration has been executed, under seal, as of the 2nd day of September, 2005.

DECLARANT:

 (L.S.)
Mark S. Alexander

Michael D. Alexander Building Contractor, Inc.

 (L.S.)
Michael D. Alexander, President

Signed, sealed, attested and delivered in the presence of:


Witness

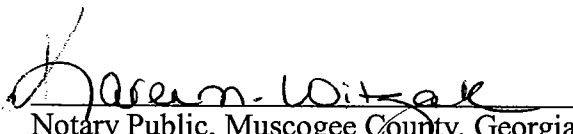

Notary Public, Muscogee County, Georgia



EXHIBIT "A"

BRENTWOOD

LEGAL DESCRIPTION OF PORTION OF ADDITIONAL PROPERTY
SUBMITTED TO GEORGIA CONDOMINIUM ACT

(Pursuant to Amendment To Declaration
dated as of September 2, 2005)

PARCEL ONE

All that tract or parcel of land situate, lying and being in Land Lot 20, 8th District, Columbus, Muscogee County, Georgia containing 0.798 acres and is shown as "Part of PHASE FOUR-0.798 AC." on a survey entitled "Phase Four Brentwood Condominium Lying in Land Lot 20, 8th District, Columbus, Muscogee County, Georgia" prepared by Moon, Meeks, Mason & Vinson, Inc. under date of 25 August, 2005 and recorded in Condominium Plat Book 1, page 179 in the office of the Clerk of the Superior Court of Muscogee County, Georgia to which reference is made for a more particular description of the property described herein.

PARCEL TWO

All that tract or parcel of land situate, lying and being in Land Lot 20, 8th District, Columbus, Muscogee County, Georgia containing 1.194 acres and is shown as "Par of PHASE FOUR- 1.194 AC." on a survey entitled "Phase Four Brentwood Condominium Lying in Land Lot 20, 8th District, Columbus, Muscogee County, Georgia" prepared by Moon, Meeks, Mason & Vinson, Inc. under date of 25 August, 2005 and recorded in Condominium Plat Book 1, page 179 in the office of the Clerk of the Superior Court of Muscogee County, Georgia to which reference is made for a more particular description of the property described herein.

RETURN RECORDED INSTRUMENT TO:
Hatcher, Stubbs, Land, Hollis & Rothschild, LLP
Attn: William C. Pound, Esq.
P.O.. Box 2707
Columbus, Georgia 31902

CFN: 2010037485
FILED IN OFFICE
12/01/2010 03:38PM
DEED BK: 10157 Pgs: 242-250
M. Linda Pierce
CLERK OF SUPERIOR COURT
MUSCOGEE COUNTY

NOTE TO CLERK: Please cross reference to Declaration of Condominium for Brentwood recorded in **Deed Book 7579, page 288.**

EIGHTH AMENDMENT TO DECLARATION OF
CONDOMINIUM FOR BRENTWOOD.

THIS EIGHTH AMENDMENT TO DECLARATION OF CONDOMINIUM FOR BRENTWOOD (this "Amendment") made as of the 23rd day of November, 2010, is made by BRENTWOOD CONDOMINIUM ASSOCIATION, INC. for the purpose hereinafter set forth;

WITNESSETH:

WHEREAS, the Declaration of Condominium for Brentwood is recorded in Deed Book 7579, page 288, in the Office of the Clerk of the Superior Court of Muscogee County, Georgia, and has been amended by those certain amendments recorded in Deed Book 7692, page 276, Deed Book 7734, page 204, Deed Book 7857, page 224, Deed Book 8069, page 14, Deed Book 8187, page 220, Deed Book 8335, page 81 and Deed Book 8725, page 242 (said Declaration, as so amended and as may hereinafter be amended is referred to in this Amendment as the "Declaration"); and

WHEREAS, Mark S. Alexander and Michael D. Alexander Contractor, Inc. (collectively the "Declarant") were the Declarant under the Declaration; and

WHEREAS, all of the Additional Property (as defined in the Declaration) has been submitted to the Declaration and Declarant no longer owns any portion of the Condominium (as defined in the Declaration), including any Unit (as defined in the Declaration); and

WHEREAS, more than two-thirds (2/3rds) of the members of the Association (as defined in the Declaration), have consented to and approved this Amendment and the amendments to the Declaration and the Bylaws of the Association as set forth hereinbelow.

NOW, THEREFORE, the Declaration and the Bylaws are hereby amended as follows:

1.

Subsection 2(e) of the Declaration is hereby amended by deleting the word "Brentwood" and replacing it with "Brentwood Condominium Association, Inc."

2.

Subsection 3(c) of the Declaration is hereby amended to delete "seventeen (17) units" and replace such language with "twenty (20) Units."

3.

Subsection 11(a)(vi) of the Declaration is deleted in its entirety and replaced with the following:

"(vi) the deductible amount per occurrence for coverage required by the Act shall be in such amounts as the Board may determine from time to time."

4.

Section 11 of the Declaration is amended by adding at the end of such Section a new subsection (j) to read as follows:

"(j) Termite Bond. The Association shall obtain and maintain a termite bond to cover each Unit and the related costs and expenses of such bond shall be deemed Common Expenses of the Association."

5.

Section 15 of the Declaration is deleted in its entirety and replaced with a new Section 15 to read as follows:

"15. LEASING. In order to protect the equity of the individual Owners of Brentwood, to carry out the purpose for which the Condominium was formed by preserving the character of the Condominium as a homogenous residential community of predominantly owner-occupied condominium Units and by preventing the Condominium from assuming the character of a renter-occupied apartment complex, and to comply with the eligibility requirements for financing in the secondary mortgage market insofar as such criteria provide that the Condominium be substantially owner-occupied, leasing of Units shall be governed by the restrictions imposed by this Section. Except as provided herein, the leasing of Units shall be prohibited.

"(a) Definitions.

"(i) "Leasing" shall mean the regular, exclusive occupancy of a Unit by any person(s) other than the Owner, for which the Owner receives any consideration or benefit including, but not limited to, a fee, service, gratuity or emolument. For purposes hereof, occupancy by a roommate of a Owner who is occupying the Unit shall not constitute Leasing. In addition, for purposes hereof, occupancy by a Family Member shall not constitute Leasing, notwithstanding that such Owner may receive consideration or a benefit, including, but not limited to, a

fee, service, gratuity or emolument.

“(ii) “Effective Date” shall, for purposes of this Section 15, be defined as the date on which the Eighth Amendment to the Declaration is filed for record in the Office of the Clerk of the Superior Court of Muscogee County, Georgia.

“(iii) “Family Member”, when used with reference to a Owner, shall, for purposes of this Section 15, mean the father, mother, son, daughter, brother or sister of a Owner or of such Owner’s spouse.

“(iv) “Open Leasing Status” shall mean the ability of a Unit to be leased at any time subject to the limitations hereinafter set forth. Each Unit that is being leased on the Effective Date shall have Open Leasing Status until (1) such time as the Unit is conveyed or transferred to any person other than the person(s) holding record title on the Effective Date, after which conveyance or transfer the Unit shall automatically be converted to Restricted Leasing Status, or (2) such time as the Unit is automatically converted to Restricted Leasing Status pursuant to subsection (b). Open Leasing Status may also be conferred upon a Unit as provided in subsection (b) below.

“(v) “Restricted Leasing Status” shall mean the ability of a Unit to be leased subject to the restrictions on leasing contained in subsection (b) below. All Units which are not being leased on the Effective Date shall be in Restricted Leasing Status unless converted to Open Leasing Status as provided in subsection (b) below.

“(b) General Provisions on Leasing. No owner of a Unit in Restricted Leasing Status may lease his or her Unit (i) if two (2) or more of the Units in the Condominium are in Open Leasing Status, except as provided in subsection (c) below for cases of undue hardship, or (ii) if such Owner has not owned and occupied the Owner’s Unit as his or her primary residence for at least two (2) years prior to the date the Unit is to convert to Open Leasing Status. In addition, no Owner who owns more than one (1) Unit may lease more than one (1) Unit, except as provided in subsection (c) below for cases of undue hardship. Notwithstanding the foregoing, any Owner of a Unit in Restricted Leasing Status may apply in writing to the Board for conversion to Open Leasing Status in accordance with such rules and regulations as may be promulgated by the Board from time to time. Upon receipt of such written application, the Unit shall be placed at the end of the waiting list for conversion to Open Leasing Status. Upon such Unit reaching the top of the waiting list and at such times as less than two (2) of the Units are in Open Leasing Status and provided such Owner has then owned and occupied the Owner’s Unit as his or her primary residence for more than two (2) years, and provided such Owner is then current on payment of all assessments, dues and other amounts owed to the Association and is otherwise in compliance with the terms of the Condominium Instruments and the rules and regulations adopted by the Board pursuant thereto, such Owner shall have ninety (90) days within which to enter into an approved lease for the rental of the Unit or it shall automatically revert to Restricted Leasing Status. Any Unit in Open

Leasing Status shall automatically be converted to Restricted Leasing Status if the Unit is not, for ninety (90) or more consecutive days, subject to an approved lease or occupied by the Owner or a tenant as their principal residence.

“(c) Undue Hardship. Notwithstanding the provisions of subsection (b) above, the Board shall be empowered to allow reasonable leasing of a Unit upon application in accordance with this subsection (c) to avoid undue hardship, including, but not limited to, the following situations: (1) a Owner must relocate his or her residence outside a thirty (30) mile radius of the Consolidated Government Center in Columbus, Georgia, and cannot, within twelve (12) months from the date that the Unit was placed on the market for sale, sell the Unit except at a price below the current appraised market value, after having made reasonable efforts to do so; (2) where the Owner dies and the Unit is being administered by his or her estate; and (3) the Owner temporarily relocates the Owner’s place of residence with the good faith intent to return to reside in the Unit, in which case the Owner must reapply every year for renewal of the undue hardship exception. Those Owners who have complied with this subsection, have demonstrated that the inability to lease their Unit would result in undue hardship, are then current on payment of all assessments, dues and other amounts owed to the Association and are otherwise in compliance with the terms of the Condominium Instruments and the rules and regulations adopted by the Board pursuant thereto, and have obtained the requisite written Board approval may lease their Unit for such duration as the Board reasonably determines is necessary to prevent undue hardship. No Owner may lease more than one (1) Unit pursuant to the provisions of this subsection (c).

“Any Owner who believes that he or she must lease his or her Unit to avoid undue hardship shall submit a written application to the Board setting forth the circumstances necessitating the leasing and such other information as the Board may reasonably require. Leasing in the case of undue hardship shall be permitted only upon the Board’s written approval of the Owner’s application. Any transaction which does not comply with this subsection (c) shall be voidable at the Board’s option.

“(d) Leasing Provisions. Leasing which is authorized hereunder shall be governed by the following provisions:

“(i) Form of Lease. The Owner shall use the form of lease then approved by the Board without change, except as approved by the Board.

“(ii) General. Units may be leased only in their entirety; no fraction or portion of a Unit may be leased. All leases shall be in writing and in the form adopted by the Board. There shall be no subleasing of Units or assignment of leases without prior written Board approval in the Board’s discretion. All leases must be for an initial term of not less than six (6) months, except with the prior written approval of the Board, which shall not be unreasonably withheld in cases of undue hardship. Upon executing a lease for the Unit, the Owner shall provide the Board

with a copy of the lease and the name of the lessee and all other people occupying the Unit. The Owner and the Lessee must meet with the Board or a representative of the Board at the time of signing the lease to review the Declaration, Bylaws, and the rules and regulations of the Association adopted pursuant thereto (collectively, the "Condominium Documents"). The lessee or the Owner shall pay any third party representative of the Association conducting such review process a reasonable fee as determined by the Board for such services. Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed lessee; provided, however, the Board shall have the right to determine a maximum number of persons who may occupy the Unit pursuant to the lease.

"(iii) Liability for Assessments, Use of Common Elements, and Compliance with the Condominium Documents. Each Owner covenants and agrees that any lease of a Unit shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant, and the lessee, by occupancy of the Unit, agrees to the applicability of this covenant and incorporation of the following language into the lease:

"(A) Compliance with Condominium Documents. The lessee shall comply with all provisions of the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto (the "Condominium Documents"), and lessee shall control the conduct of all other occupants the leased Unit and lessee's guests in order to ensure such compliance. The Owner shall also control the conduct of lessee, all other occupants of his or her Unit under the lease in order to ensure compliance with the Condominium Documents, and shall be responsible for all violations by lessee and such occupants, notwithstanding the fact that lessee and such occupants are fully liable and may be sanctioned or fined for any such violations. If the lessee, or any other person occupying the Unit pursuant to the lease, violates the Condominium Documents for which a fine is imposed, notice of the violation shall be given to the Owner and the lessee, and such fine may be assessed against the lessee in accordance with the applicable provisions of the Condominium Documents. If the fine is not paid by the lessee within the time period set by the Board, the Owner shall pay the fine upon notice from the Association of the lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the Unit in favor of the Association.

"Any violation of the Condominium Documents, by the lessee, any occupant, or any guest of the lessee, is and shall be deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Georgia law. The Owner hereby delegates and assigns to the Association, acting through the Board or any designated officer or agent of the Board, as the Owner's attorney-in-fact, the power and authority of enforcement against the lessee for breaches of the lease resulting from the violation of the Condominium Documents, including the power and authority to evict the lessee on behalf and for the benefit of the Owner, in accordance with the terms hereof. Such power of attorney granted hereby is coupled with an interest and shall not be

terminated for any reason, including the death of Owner, without the consent of the Board. If the Association proceeds to evict the lessee in accordance with the foregoing, any costs and expenses, including attorney's fees and court costs, associated with the eviction shall be an assessment and lien against the Unit, due and payable by Owner within such period of time as the Board may determine.

“(B) Use of Common Elements. The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has with respect to such leased Unit to use the common elements of the Condominium, including, but not limited to, the use of any and all recreational facilities and other amenities.

“(C) Liability for Assessments. When a Owner who is leasing his or her Unit fails to pay any annual or special assessment or any other charge imposed under the Condominium Documents for a period of more than thirty (30) days after it is due and payable, then the delinquent owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon written request by the Board, the lessee shall pay to the Association all such unpaid annual or special assessments or any other charges payable during and prior to the term of the lease and any other period of occupancy by the lessee. However, the lessee need not make such payments to the Association in excess of, or that are requested prior to the due date for, monthly rental payments unpaid at the time of the Board's request. The Owner acknowledges and agrees that all such payments made by the lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to the Owner. If the lessee fails to comply with the Board's request to pay assessments or other charges, the lessee shall pay to the Association all amounts authorized under the Declaration as if the lessee were an Owner. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

“(e) (i) Applicability of this Section 15. Those Owners who are leasing Units upon the Effective Date hereof may continue to lease their Units, notwithstanding the two (2) Unit limitation and shall not be required to demonstrate undue hardship as a prerequisite to the leasing of their Units; provided, however, such Owners shall count toward the two (2) Units for determining whether Owners in Restricted Leasing Status can be converted to Open Leasing Status. However, upon any conveyance or transfer of the Unit, any grantee thereof shall be subject to the provisions of subsection (b) above, in addition to all other provisions of this Section 15 and all other provisions of the Condominium Instruments, and the rules and regulations adopted pursuant thereto.

“Leases executed after the effective date of the Eighth Amendment to the Declaration are subject to the terms of subsection (d) above. Leases existing on the such effective date shall not be subject to the terms of subsection (d), and such leases may continue in accordance with the terms of the Declaration as it existed prior such effective date. Any permitted assignments, extensions, renewals, or modifications of

any lease agreement, including, but not limited to, changes in the terms or duration of occupancy, shall be considered a termination of the old lease and commencement of a new lease which must comply with subsection (d). Any Owner of a Unit which are then leased as of such effective date shall file with the Board a copy of such lease within ten (10) days of such effective date.

“(ii) Applicability to Holders of First Mortgages. This Section 15 shall not apply to any leasing transaction entered into by the holder of any first mortgage/security deed on a Unit who becomes the Owner of such Unit through foreclosure or deed in lieu of foreclosure in connection with the satisfaction of any of the indebtedness secured by such mortgage/security deed.”

“(f) Leasing Rules and Regulations. In addition to any other rules and regulations that the Board is authorized to establish pursuant to the Condominium Instruments, the Board shall also have the power to make, adopt and enforce such other rules and regulations and to impose such fines as the Board may determine to be reasonable in connection with the leasing of the Units in accordance with this Section 15.”

7.

Pursuant to the Fifth Amendment to Declaration of Mark S. Alexander and Michael D. Alexander Building Contractor, Inc. for Brentwood Condominium Association, Inc., dated November, 2005, filed and recorded on November 23, 2005, in Deed Book 8187, page 220, in the Office of the Clerk of the Superior Court, that portion of the Condominium identified as “Phase Five -1.571 Ac.” was made a part of the Condominium. The Exhibit “A” to such Fifth Amendment was not completed with the page number of the recorded survey to which reference was made for the description of such Phase Five property. However, in Section 1 of said Fifth Amendment the correct plat book reference for the survey, being Condominium Plat Book 1, page 180, is noted as a reference to the property being added as Phase Five. In order to reaffirm the description of such property as set forth in said Section 1 and to correct the error in completing the plat book reference on said Exhibit “A”, the said Fifth Amendment is hereby amended to replace “Condominium Plat Book 1, page _____” in said Exhibit “A” with “Condominium Plat Book 1, page 180”.

8.

Subsection 1 of Section A of Article III of the Bylaws of the Association attached to and made a part of the Declaration as Exhibit “C”, is amended by deleting the second sentence thereof which reads “After Declarant’s right to appoint has been terminated, the Board shall be composed of three (3) persons.” and replacing it with “After Declarant’s right to appoint has been terminated, the Board shall be composed of no less than three (3) and no more than five (5) persons.”

9.

Subsection 8 of Article VI of the Bylaws of the Association attached to and made a part of the Declaration as Exhibit “C”, is amended by deleting “(3/3)” and replacing it with “(2/3rds)”.

10.

Except as specifically amended hereby, the Declaration and the Bylaws shall remain in full force and effect and shall not be modified or changed hereby.

11.

This Amendment shall become effective upon the filing hereof for record in the Office of the Clerk of the Superior Court of Muscogee County, Georgia.

IN WITNESS WHEREOF, this Amendment has been executed, under seal, as of the 23 day of November, 2010.

BRENTWOOD CONDOMINIUM ASSOCIATION, INC.

By: [Signature]
Marv Lieberman
Its President

Attest: [Signature]
Vance Best
Its Secretary

(CORPORATE SEAL)

Signed, sealed, attested and delivered in the presence of:

[Signature]
Witness

[Signature]
Notary Public, Muscogee County, Georgia

WILLIAM C. POUND
-NOTARY PUBLIC-OFFICIAL SEAL-
MUSCOGEE COUNTY, GA
My Commission Expires June 29, 2013

(Certification on Next Page)

CERTIFICATION OF PRESIDENT AND SECRETARY OF
BRENTWOOD CONDOMINIUM ASSOCIATION, INC.

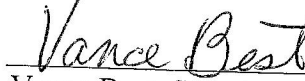
The undersigned President and Secretary of Brentwood Condominium Association, Inc. (the "Association") having first been duly sworn, each certify and state under oath that the amendments to the Declaration of Brentwood Condominium and the Bylaws of the Association as set forth in the foregoing Eighth Amendment to Declaration of Brentwood Condominium (the "Amendment"), were lawfully adopted and approved by the affirmative vote of the members of the Association having at least two-thirds (2/3) of the total vote of the Association in accordance with the applicable provisions of the Declaration of Brentwood Condominium and the Bylaws of the Association and the applicable provisions of the Georgia Condominium Act. All notices required under the Georgia Condominium Act and the Declaration of Brentwood Condominium and the Bylaws of the Association in connection with the adoption of the foregoing Eighth Amendment to Declaration of Brentwood Condominium were properly given.

This 23 day of November, 2010.



Marvin Lieberman, President

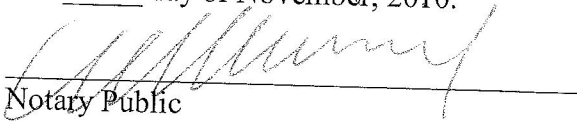
(L.S..)



Vance Best, Secretary

(L.S..)

Sworn to and subscribed before me,
this 23 day of November, 2010.



Notary Public

(NOTARY SEAL)

WILLIAM C. POUND
-NOTARY PUBLIC-OFFICIAL SEAL-
MUSCOGEE COUNTY, GA
My Commission Expires June 29, 2013