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Prepared by/record and return to:
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Y.
\$54.00

Reference: ~~F21021~~
Deed Book 3251, Page 311
Deed Book 3570, Page 047
Deed Book 3570, Page 050
Deed Book ~~3463~~, Page ~~340~~
Condominium Plat Book 1, Pages 11 and 12

STATE OF GEORGIA
COUNTY OF CHEROKEE

AMENDMENT TO THE DECLARATION OF CONDOMINIUM

FOR

BROOKS BUSINESS CENTER, A CONDOMINIUM,

A.K.A.

BROOKS BUSINESS CENTER, INC., A CONDOMINIUM

WHEREAS, DSA Enterprises, LLC, a Georgia limited liability company, prepared a Declaration of Covenants for Brooks Business Center, A Condominium, to subject such property as described therein to O.C.G.A. § 44-3-70, as recorded on August 19, 1998, and amended on March 26, 1999 and May 27, 1999, in Deed Book 3251, Page 311; Deed Book 3570, Page 047; Deed Book 3570, Page 050; and Deed Book ~~3463~~, Page ~~340~~, et seq., of the Cherokee County, Georgia Records (the "Original Declaration"); and

WHEREAS, the Brooks Business Center Association, Inc. ("Association") was incorporated on June 15, 1998; and

WHEREAS, condominium plats entitled "DSA Enterprises, LLC" prepared by Frontline Surveying and Mapping, Inc., were filed in Condominium Plat Book 1, Pages 11 and 12, of the Cherokee County Georgia Records; and

WHEREAS, Brooks Business Center, A Condominium, is currently within the Declarant control period as set forth in Article IV of the Original Declaration; and

WHEREAS, Article XII, Section 1 of the Original Declaration provides for amendment of the Original Declaration during the Declarant control period without the approval of any Member, so long as said amendment (1) does not materially alter or change any Owner's right to the use

WHEREAS, the instant amendment does not materially alter or change any Owner's right to the use and enjoyment of such Owner's Unit or of the Common Property as set forth in this Declaration and does not materially alter or change any Owner's right or adversely affect the titles to any Unit.

WHEREAS, these Amendments do not alter, modify, change or rescind any right, title, interest, or privilege held by any first Mortgage Holder; provided, however, in the event a court of competent jurisdiction determines that these amendments do alter, modify, change, or rescind any right, title, interest or privilege held by any first Mortgage Holder without such first Mortgage Holder's consent in writing to these Amendments, then these Amendments shall not be binding on the first Mortgage Holder so involved, unless such first Mortgage Holder consents to these Amendments; and if such consent is not forthcoming, then the provisions of the Original Declaration effective prior to the recording of this Amendment to the Original Declaration shall control with respect to the affected first Mortgage Holder;

WHEREAS, the purpose of this Amendment is to consolidate the Original Declaration and the amendments thereto and to correct filing and scrivener's errors.

NOW THEREFORE, the Original Declaration and all exhibits and amendments thereto are hereby stricken in their entirety and the following Amended and Restated Declaration of Condominium for Brooks Business Center, A Condominium, is simultaneously substituted therefor:

BA PG
3681 338

**AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM FOR
BROOKS BUSINESS CENTER,
A CONDOMINIUM
PHASE I**

Josie Redwine, P.C.
2440 Sandy Plains Road
Building #7
Marietta, GA 30066

Recorded in Deed Book 3681, Page 336,
Cherokee County, Georgia Records

AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM FOR
BROOKS BUSINESS CENTER,
A CONDOMINIUM
PHASE I

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**AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM FOR
BROOKS BUSINESS CENTER,
A CONDOMINIUM
PHASE I**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR BROOKS BUSINESS CENTER, A CONDOMINIUM, PHASE I, is made this 15th day of June, 1999, by DSA ENTERPRISES, LLC, a limited liability company organized under the laws of the State of Georgia. (hereinafter referred to as "Declarant").

WITNESSETH

WHEREAS, Declarant is the Owner of all that tract of land which is located in Land Lot 1237, District 15, Section 2, Cherokee County, Georgia, being 2.5 acres, more or less, which is more particularly described in Exhibit "A" attached hereto and made a part hereof.

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

NOW THEREFORE, Declarant hereby declares that the real property described in Exhibit "A" of this Declaration, including the improvements located thereon, is hereby submitted and made subject to the form of ownership set forth in the Georgia Condominium Act, and is hereby subjected to the provisions of this Declaration. By virtue of the recording of this Declaration, said property shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the 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.

GENERAL INFORMATION

The name of the Condominium shall be Brooks Business Center, A Condominium, Phase I.

The improvements to be situated thereon will include, but will not be limited to, two (2) buildings containing eleven (11) units designed for use and occupancy as offices/warehouses. Each unit is 20' by 50', with a total square footage per unit of 1200 square feet. Each unit is to be allocated an undivided 4.545% interest in the common elements.

The property and the Condominium are depicted on that certain site plan entitled Brooks Business Center, A Condominium, Phase I (hereinafter the "Plat"), prepared by Thomas Edward Peay, Jr., Registered Georgia Land Surveyor #2402, of Frontline Surveying & Mapping, Inc., dated May 19, 1999 and filed in Condominium Plat Book 1, Page 15, Cherokee County, Georgia Records in accordance with the provisions of O.C.G.A. § 44-3-83(a).

Each unit is depicted on the Floor Plans, as evidenced by the certification of Steve A. Racheff, Georgia Registered Professional Architect #2251, dated June 6, 1999, and filed in Condominium File Cabinet No. 1, Folder No. 13, of the Cherokee County, Georgia Records; and in accordance with the provisions of O.C.G.A. § 44-3-83(b).

Subject to the provisions of O.C.G.A. § 44-3-75, the boundaries of each unit shall be the walls, floors, and ceilings thereof which separate each unit from the other units and the Common Elements. The twenty-two (22) units that will comprise Phase I of the Condominium are identified on the Plat by the numerical designations shown thereon.

Declarant has caused the Association (as hereinafter defined) to be formed as a non-profit civic organization to perform certain functions for the common good and general welfare of the Owners (as herein defined).

ARTICLE I DEFINITIONS

The following words, when used in this Declaration of Covenants, Restrictions and Easements, shall have the following meanings:

Section 1. Association. "Association" means Brooks Business Center Condominium Association, Inc. (a non-profit, nonstock, membership corporation organized under the Georgia Nonprofit Corporation Code), its successors and assigns.

Section 2. Board. "Board" means the Board of Directors of the Association, designated as the governing body of the association.

Section 3. Bylaws. "Bylaws" means the Bylaws of the Association.

Section 4. Commencement Date. "Commencement Date" means the date on which the first Unit is sold to a third party other than Declarant.

Section 5. Common Elements, Common Property, and Limited Common Elements. "Common Elements" or "Common Property" means the Property described in Exhibit "A", hereof less and except the Units (together with any and all improvements now or hereafter located thereon), which are being conveyed simultaneously herewith to the Association for the common use and enjoyment of the Owners. "Limited common element" means a portion of the common elements reserved for the exclusive use of those entitled to the use of one or more, but less than all, of the units.

Section 6. Common Expenses. "Common Expenses" means all expenditures lawfully made or incurred by or on behalf of the association together with all funds lawfully assessed for the creation and maintenance of reserves pursuant to the provisions of the condominium Instruments.

Section 7. Common Surplus. "Common Surplus" means the excess of all receipts of the Association collected on behalf of the Association including, but not limited to, assessments, rents, profits, revenues on account of the common elements, or any other source of income, over the common expenses.

Section 8. Condominium Unit. "Condominium Unit" or "Units" means a portion of the condominium intended for any type of independent ownership and use, together with the undivided interest in the common elements appertaining to that unit.

Section 9. Declarant. "Declarant" means DSA ENTERPRISES, LLC (a limited liability company organized under the laws of the State of Georgia) and its successors-in-title and assigns.

provided any such successors-in-title or assigns shall acquire for the purpose of development or sale all or any portion of the Units, and provided further, in the instrument of conveyance to any such successor-in-title or assign, such successor-in-title or assign is designated as the "Declarant" hereunder by the grantor of such conveyance, which grantor shall be the "Declarant" hereunder at the time of such conveyance, provided, further, upon such designation of successor Declarant, all rights and obligations of the former Declarant in and to such status as "Declarant" hereunder shall cease.

Section 10. Leasehold Condominium. "Leasehold Condominium" means a condominium in all or any portion of which each unit owner owns an estate for years or leasehold estate in his unit or in the property on or within which that unit is situated or both.

Section 11. Member. "Member" means any member of the Association.

Section 12. Membership. "Membership" means the collective total of all members of the Association.

Section 13. Mortgagee. "Mortgagee" means any mortgage holder, its successors and assigns, so long as said mortgage holder holds fee title or a security interest in any Unit.

Section 14. Occupant. "Occupant" shall mean any person occupying all or any portion of a Unit for any period or time, regardless of whether such Person is a tenant or the Owner of such Unit.

Section 15. Owner. "Owner" means the record owner (including Declarant), whether one or more persons or entities, of a fee simple title to any Unit; provided, however, that where fee simple title has been transferred and is being held merely as security for the repayment of a loan, the person or entity who would own the Unit in fee simple if such loan were paid in full shall be considered the Owner.

Section 16. Property. "Property" means the real property described in Exhibit A hereof.

Section 17. Restrictions. "Restrictions" means all covenants, restrictions, easements, charges, liens and other obligations created or imposed by this Declaration.

Section 18. Unit Owner. "Unit Owner" means one or more persons, including the Declarant, who own a condominium unit, or, in the case of a leasehold condominium, whose leasehold interest or interests in the condominium extend for the entire balance of the unexpired term or terms.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easement of Enjoyment. The Declarant hereby declares, grants and conveys to each Owner for the Benefit of each Unit, certain easements, rights and privileges over, across and upon the Common Elements, as more particularly described in Exhibit A, as real covenants running with the Units as benefits thereto, and as burdens to the Common Elements. Every Owner shall have a right and easement of enjoyment in and to the Common Elements which shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

- (a) The right of the Association to dedicate or transfer easements over, across and upon such portions of the Common Elements to any public agency, authority, or utility for the purpose of providing utilities or other government services to the Units subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two thirds (2/3) of the Members has been recorded.

- (b) The right of individual Owners to the use of parking spaces as provided in this Article.
- (c) An undivided share in the land and other common elements and the common surplus is appurtenant to each unit in the condominium in the amount of 4.545% per unit.

Section 2. Conveyance of Common Elements by Declarant to the Association. The Declarant shall simultaneously herewith transfer and convey to the Association the Common Elements subject to the terms of this Declaration.

ARTICLE III

EXPANDABILITY

Section 1. Expandability Provision. The Declarant hereby explicitly reserves the option to expand the condominium.

Section 2. Time Limit for Expansion. Said expansion shall be no later than seven (7) years from the recording of the declaration. However, the unit owners of units to which two-thirds of the votes in the association appertain, exclusive of any vote or votes appurtenant to any unit or units then owned by the Declarant, may consent to the extension of any such option within one year prior to the date upon which the option would otherwise have expired. There are no other limitations on the option to expand the condominium.

Section 3. Survey of the Proposed Expansion Property. The proposed expansion property, containing 5.48 acres more or less, is located in Land Lot 1237, District 15, 2nd Section. A survey of the proposed additional property, prepared by Thomas Edward Peay, Jr., Registered Georgia Land Surveyor #2402, of Frontline Surveying & Mapping, Inc., dated 3/16/99, is recorded in Condominium Plat Book 1, Page 14, Cherokee County, Georgia Records.

Section 4. Compatibility. The additional property will be compatible with the existing units with regards to use, quality of construction, principal materials to be used, and architectural style. Any units created on any portion of the additional property will be substantially identical to the units on the submitted property.

Section 5. Reallocation of Common Elements. At such time as expansion of the condominium occurs, the additional property shall be added to the common elements and there shall be reallocated among the units equal undivided interests in the common elements, the votes in the association, and the liability for common expenses.

ARTICLE IV

BROOKS BUSINESS CENTER CONDOMINIUM ASSOCIATION, INC.

Section 1. Purposes, Powers and Duties of the Association. The Association shall exist for the sole purpose of performing certain functions for the common good and general welfare of the Owners. The Association shall have no power or duty to do or perform any act or thing other than those acts and things that will promote the common good and general welfare of the Owners.

Section 2. Membership in the Association. Every Owner shall automatically be a member of the Association and such membership shall terminate only as provided in this Declaration of Covenants, Restrictions and Easements. For purposes of voting, there shall be two (2) classes of Members as set forth in Section 3.

Section 3. Voting Rights. (a) Each Owner, with the exception of Declarant, shall be a Class A Member and shall be entitled to one (1) Class A vote per Unit. Where such Owner is a group or entity other than one individual person, the vote on behalf of such Owner shall be exercised only by such individual person as shall be designated in a proxy instrument duly executed by or on behalf of such group or entity and delivered to the secretary of the Association.

(b) The Declarant shall be the sole Class B Member and shall be entitled to three (3) votes for each Unit owned; provided, however, in no event shall the Class B Member have less than the total number of Class A votes plus one (1). The Class B Membership shall cease and be converted to Class A Membership at such time as Declarant no longer retains the right to appoint and remove members of the Board and officers of the Association pursuant to Section 8 below.

Section 4. Board of Directors. The affairs of the Association shall be managed by a Board of Directors. The number of Directors and the method of election of Directors shall be as set forth in the Bylaws of the Association.

Section 5. Suspension of Membership. The Managers may suspend the voting rights of any Member and the right of enjoyment of the Common Elements of any person who:
(a) shall be delinquent in the payment of any assessment levied by the Association; or
(b) shall be in violation of the rules and regulations of the Association relating to the use, operation and maintenance of Common Elements. Such suspension shall be for the balance of the period in which said Member or person shall remain in violation, breach or default, as aforesaid, except that in the case of a violation described in subsection (b) of this Section 5, the suspension may be for a period not to exceed 60 days after the cure or termination of such violation. No such suspension shall prevent an Owner's ingress to or egress from his Unit.

Section 6. Termination of Membership. Membership shall cease only when a person ceases to be an Owner.

Section 7. Voting Procedures. The procedures for the election of Directors of the Association and the resolution of such other issues as may be brought before the membership of the Association shall be governed by this Declaration, the Georgia Nonprofit Corporation Code, the Articles of Incorporation of the Association, and the Bylaws of the Association, as each shall from time to time be in force and effect.

Section 8. Control by Declarant. (a) Notwithstanding any other language or provision to the contrary in this Declaration, in the Articles of Incorporation, or in the Bylaws of the Association, Declarant hereby retains the right to appoint and remove any members of the Board of the Association and any officer or officers of the Association until 15 days after the first of the following events shall occur: (i) the expiration of twenty (20) years after the date of the recording of this Declaration, (ii) the date upon which all of the Units have been conveyed by Declarant to Owners other than a person or persons constituting Declarant; or (iii) the surrender by Declarant of the authority to appoint and remove directors and officers by an express amendment to this Declaration executed and recorded by Declarant, provided, however, that the Owners shall be entitled to elect certain members of the Board of the Association in accordance with the terms of the Bylaws of the Association which shall not be removable by the Declarant acting alone.

(b) Upon the expiration of the period of Declarant's right to appoint and remove directors and officers of the Association pursuant to the provisions of this Section, such rights shall automatically pass to the Owners, including Declarant if Declarant then owns one or more Units; and a special meeting of the Association shall be called at such time. At such special meeting the Owners shall elect a new Board of Directors which shall undertake the responsibilities of the Board and Declarant shall deliver the books, accounts, and records, if any, which Declarant has kept on behalf of the Association and any agreements or contracts executed by or on behalf of the Association during such period which Declarant has in its possession. Each Owner by acceptance of a deed to or other conveyances of a Unit vests in Declarant such authority to appoint and remove directors and officers of the Association as provided in this Section. The Association may exercise any other right or privilege given to it expressly by this Declaration or by

law and any other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Unit, hereby covenants, and each Owner of any Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the Units and shall be a continuing lien upon the Lots against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall be the personal obligation of the Owner at the time when the assessment fell due.

No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due from the lien thereof; and all dues and assessments due shall be paid in full before any sale or transfer can take place.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to operate, repair and maintain all improvements within the Common Elements, including but not limited to landscaping, the payment of taxes and insurance thereon, utilities and utility services, labor costs and repairing and striping costs of the parking and driveway areas within the Common Elements.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Unit to an Owner, the maximum annual assessment shall be One Thousand Eight Hundred Dollars (\$1,800.00) per Unit payable annually, semi-annually or quarterly.

- (a) From and after January 1 of the year immediately following the year in which the first Unit is conveyed to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the Membership.
- (b) From and after January 1 of the year immediately following the year in which the first Unit is conveyed to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of the Members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Elements, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting.

At the first such meeting called, the presence of Members or of proxies entitled to cast more than one-third (1/3) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Units and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Units on the first day of the month following the commencement date. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board shall fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Unit have been paid. A properly executed certificate of the Association as to the status of assessments on a Unit is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Unit. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his Building.

Section 9. Subordination of the Lien to Mortgages. The foregoing to the contrary notwithstanding, the lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage on any Unit. Sale or transfer of any Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due for from the lien thereof.

ARTICLE VI

ARCHITECTURAL CONTROL

Section 1. Board Controls. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board, or by an architectural committee composed of three (3) or more representative appointed by the Board. In the event the Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 2. Gateway District Ordinance Compliance. Any building, fence, wall or other structure commenced, erected or maintained upon the Property must comport with the regulations set forth in The City of Woodstock Georgia "Gateway District Ordinance" (Article IX Overlay Zoning, § 7.910 et seq.).

ARTICLE VII

COMMON ELEMENTS

Section 1. Conveyance of Common Elements.

- (a) Declarant shall simultaneously herewith convey to the Association, at no expense to the Association and in accordance with this Section, the "Common Elements". The Association hereby covenants and agrees to accept from the Declarant the conveyance of the Common Elements.
- (b) Declarant hereby represents and warrants to each Owner that the area of the Common Elements is large enough to provide the required number of parking spaces in accordance with the City of Woodstock, Cherokee County, Gateway District Ordinance zoning requirements for all of the Buildings to be constructed on the Lots.
- (c) In addition to the property described in subsection (b) of this Section, the Declarant may convey to the Association in accordance with this Section such other real and personal property as the Declarant may determine to be necessary or proper for the completion of the Development.

ARTICLE VIII

COMMON SCHEME RESTRICTIONS

The following restrictions are imposed as a common scheme upon the Units and Common Elements for the benefit of each other Unit and Common Element and may be enforced by any Owner.

- (a) The front facade of all buildings on the property will be finished with a majority of brick and glass materials. The first two buildings constructed on the property will also be constructed with masonry materials on the side facades.
- (b) Landscaping will be provided along Stockwood Drive. This area shall contain trees as required by the City of Woodstock Land Development Ordinance.
- (c) A thirty (30) foot undisturbed buffer area between commercial and residential uses shall be maintained. A six foot privacy fence shall be provided on the commercial side of the undisturbed buffer area. The fence shall meet the requirement of the City of Woodstock Land Development Ordinance.
- (d) Garbage dumpsters or receptacles shall not be located adjacent to residential property. Garbage dumpsters or receptacles shall be enclosed to be screened from public view.
- (e) Drainage and hydrology plans shall be prepared, reviewed and approved as per the City of Woodstock Land Development Ordinance.
- (f) All buildings shall have an approved sprinkler system as per the City of Woodstock Land Development Ordinance.
- (g) The first two buildings to be constructed on the property will have a maximum rear eave height of fourteen (14) feet.
- (h) Any exterior lighting installed on any Building shall either be indirect or of such controlled focus and intensity as not to disturb the residents of the adjacent property.
- (i) Signs must be of uniform size and lettering and which are provided by the architectural control committee shall be allowed on the Units.
- (j) No boats, trailers, or campers shall be parked on the Common Property, and the Common Property may not be used for any purpose inconsistent with the operation of an office park.
- (k) No planting or gardening shall be done except as otherwise approved in writing by the Board.
- (l) Noxious or offensive activities shall not be carried on in any Building or in any part of the Common Property. Each Owner and occupant of a Building shall refrain from any act or use of such Building or the Common Property which could reasonably cause

- embarrassment, discomfort, annoyance or nuisance to the occupants of the Building, which could result in the cancellation of insurance or increase in insurance rates with respect to any Building or any portion of the Common Property, or which is in violation of any law or governmental code or regulation.
- (m) All governmental building codes, health regulations, zoning restrictions and similar laws and regulations applicable to the Lots and The Common Property shall be observed. In the event of any conflict between provision of any such governmental law, code, regulation or restriction and any provision of the Declaration, the more restrictive provision shall apply.
 - (n) Windmills or solar panels are specifically prohibited and shall not be erected, placed or maintained on any portion of the Lots and the Common Property, nor shall any item be hung on any railing or fence. No Owner or occupant shall display any merchandise on the Common Property or otherwise obstruct the Common Property.

ARTICLE IX

MAINTENANCE, ALTERATION, IMPROVEMENT

Responsibility for the maintenance for the condominium property, and restrictions upon its alterations and improvements shall be as follows:

Section 1. Individual Units.

- (a) By the Association. The Association shall maintain, repair and replace as a common expense of this condominium:
 - (i) All portions of a unit except interior surfaces, contributing to the support of the unit building, which support shall include but not be limited to the outside walls of the unit building and all fixtures on its exterior, boundary walls or units, load bearing columns and load bearing walls and similar facilities serving the unit;
 - (ii) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portion of a unit maintained by the Association; and all such facilities contained within a unit that service part or parts of the condominium other than the unit within which contained;
 - (iii) All portions of a unit which are damaged as a result of a casualty for which the Association has secured insurance coverage;
 - (iv) All incidental damage caused to a unit by such work shall be repaired promptly at the expense of the Association.
 - (v) Notwithstanding the foregoing, the Association shall have the authority to require unit owners at their expense to maintain, repair and replace all windows, all exterior doors, all screens and glass for windows or doors and all air conditioning and heating equipment, fans and other appliances and equipment, including pipes, wiring, ducts, fixtures or other facilities, required to provide utilities to a unit, when any or all of the foregoing shall serve only one (1) unit.
- (b) By the Unit Owner. The responsibility of the unit owner shall be as follows:
 - (i) To maintain, repair and replace at his expense all portions of his unit except the portion to be maintained, repaired and replaced by the Association, or, in the event of damage resulting from casualty, that portion for which the Association has secured insurance coverage. Such shall be done without disturbing the rights of other unit owners.
 - (ii) Except in the event of damage resulting from casualty for which the Association has secured insurance coverage, the portions of a unit to be maintained, repaired and replaced by a unit owner at his expense shall

include but not be limited to the following: compressor and air handling equipment for space cooling and heating; service equipment whether or not built-in; interior fixtures such as electrical and plumbing fixtures; floor coverings except the floor slab; and inside paint and other inside wall finishes.

- (iii) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the unit building, in any manner whatsoever without the prior written consent of the Board of Directors of the Association.
- (iv) To promptly report to the Association any defect or need for repairs for which the Association is responsible.

- (c) Alteration and Improvement. Except as elsewhere reserved to Developer, neither any unit owner nor the Association shall make any alteration in the portions of any unit building that are to be maintained by the Association, or remove any portion of such, or make any additions to them, or to do anything that would jeopardize the safety or soundness of the unit building, or impair any easement, without first obtaining approval in writing of owners of all units in which such work is to be done and the approval of the Board of Directors of the Association. The Association may require that a copy of plans of all such work prepared by an architect licensed to practice in this state shall be filed with the Association prior to the start of the work.

Section 2. Common Elements.

- (a) By the Association. The maintenance and operation of the common elements shall be the responsibility of the Association and a common expense of this condominium.
- (b) Alteration and Improvement. After the completion of the improvements included in the common elements contemplated by this Declaration, there shall be no substantial alteration nor further substantial improvement of the real property constituting the common elements without prior approval of not less than two-thirds (2/3) of the voting interests. No such alteration or improvement shall materially interfere with the rights of any unit owner without his consent. The costs of such work shall not be assessed against an institutional mortgagee that acquires its title as a result of owning a mortgage upon the unit owned, unless such owner shall approve the alteration or improvement, and this shall be so whether title is acquired by deed from mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to the other unit owners in the share that their shares in the common elements bear to each other. There shall be no change in the shares and rights of a unit owner in the common elements altered or further improved, whether or not the unit owner contributes to the cost of such alteration or improvements.
- (c) Enlargement. Real or other property interests acquired by the Association, including but not limited to the Community Property, may be added to the land or other property interests submitted to condominium ownership hereby. This may be done by an amendment to this Declaration that includes the description of the interests in the property being added to the common elements, submitting same to the Declaration and shall vest title to the property added to the common elements that are appurtenant to the units owned by them. Such enlargement of the common elements shall be effective upon the recording in the public records of Cherokee County, Georgia, of a certificate of the Association certifying that the amendment was adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed.
- (d) Personal Property. Any personal property acquired by the Association may be sold, mortgaged or otherwise disposed of by the Association without approval by the voting interests.

ARTICLE X

ADDITIONAL EASEMENTS

Section 1. Easement for Encroachments. To the extent that any Unit or Common Element unlawfully encroaches upon any other Unit or Common Element, whether by reason of any deviation from the plats in the construction, repair, renovation, restoration or repair of any improvement, or by reason of the settling or shifting of any land or improvement, a valid easement for such encroachments shall exist. The purpose of this section is to protect the Association and Owners, except in cases of willful and intentional misconduct by them or their agents or employees, and not to relieve the Declarant or any contractor, subcontractors or materialmen to any liability which any of them may have by reason of any failure to adhere to the plat.

Section 2. Easement for Utilities, etc. A blanket easement upon, across, over and under the Common Elements is hereby granted to each Unit as an appurtenance thereto for ingress, egress, installing, replacing, repairing and maintaining all the utilities including, but not limited to, television cables, trash and garbage collection, water, storm water sewers, telephones and electricity. By virtue of this easement, it shall be expressly permissible for the providing utility company to erect and maintain the necessary poles and other necessary equipment on the Common Elements and to affix and maintain utility wires, circuits and conduits on, above, across and under the surface of the various Units. Notwithstanding anything to the contrary contained in this Section 2, no sewers, electrical lines, waterlines or other utilities may be installed or relocated on or within the Common Elements except as initially programmed and approved by the Declarant or thereafter approved by the Declarant or the Board. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Declarant hereby reserves unto itself the right to grant such easements on the Common Elements without conflicting with the terms hereof. The easements provided for in this Section 2 shall in no way affect any other recorded easement on the Common Element.

Section 3. Access Easement. The Declarant reserves unto itself, for itself, for the benefit of the Declarant, its successors and assigns, and any Owner, their respective families, guests, tenants, licensees, invitees, mortgagees, agents, employees, representatives and such other persons as may hereafter be specifically authorized by the Board, a non-exclusive easement across the portions of any of the Units on which driveways and parking areas are constructed as may be necessary or convenient for the purpose of pedestrian and motor vehicular access to and from each Unit.

Section 4. Other Easements. A blanket easement is hereby granted to the Association, its directors, officers, agents and employees, and to any manager employed by or on behalf of the Association and to all policemen, firemen, ambulance personnel and all similar persons to enter upon the Common Elements or any part thereof in the proper performance of their respective duties. Except in the event of emergencies, the rights accompanying the easement provided for in this Section shall be exercised only during reasonable daylight hours and then, whenever practicable, only after advance notice to and with the permission of the Owner or Owners directly affected thereby.

Section 5. Developer's Easements. The Developer hereby reserves a right:

- (i) to the use of such portions of the Common Elements, improved or unimproved, as it, in the exercise of its sole discretion, may deem necessary or advisable for, or as may be reasonably required, convenient or incidental to, the construction of improvements within the Property, including, but not limited to, sales and business offices, storage areas, construction yards, and signs. Such right of the Developer shall and does exist notwithstanding any provision of this Declaration which might be construed to the contrary, until such time as the Developer no longer owns primarily for the purpose of sale any Unit situated within the Property; and such right shall not affect

any member's obligation to pay assessments coming due during such period of time or the permanent charge and lien on any member's property in favor of the Association; and

- (ii) to borrow money for the purpose of improving the Common Property, if any, and in aid thereof, to mortgage or otherwise burden or encumber said Common Property provided such mortgage is subject to the prior lien of this Declaration.

ARTICLE XI

INSURANCE

Section 1. Insurance. Unless otherwise first approved in writing by the holders of at least two-thirds (2/3) of all first mortgages secured by the Lots, the Association's Board shall obtain insurance for all insurable improvements on the Common Property, including fixtures and building service equipment, to the extent that they are a part of the Common Property and facilities, as well as common personal property and supplies, against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief, in an amount sufficient to cover the full, current replacement cost, less ordinary deductible amounts, of any repair or reconstruction in the event of damage or destruction from any such hazard. If reasonably available, such policies shall include an agreed amount and inflation guard endorsement. The Board shall also obtain if necessary a policy of flood insurance on buildings if any in the Common Property in an amount deemed appropriate, but not less than the lesser of: (a) the maximum coverage available under the National Flood Insurance Program for all buildings and other insurable property within any portion of the Common Property located within a designated flood hazard area, or (b) 100% of current replacement costs of all such buildings and other insurable improvements. The Board shall also obtain a public liability policy covering all Common Property and facilities for the hazards of premises operations or actions arising out of bodily injury, property damage, false arrest, invasion of privacy and libel and slander caused by the negligence of the Association or any of its agents, which public liability policy shall be at least One Million Dollars (\$1,000,000.00) single limit as respects the hazards enumerated herein. All policies must provide that they may not be canceled or substantially modified by any party without at least ten days prior written notice to the Association. Premiums for all such insurance shall be common expenses paid for by the Association.

Section 2. Damage and Destruction.

- (a) Immediately after any damage or destruction by fire or other casualty to all or any part of the Common Property covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and settlement of all claims arising under such insurance, obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property and, if such damage or destruction is substantial, provide written notice of same to each mortgagee having an interest therein whose name and address have theretofore been furnished to the Association together with a written request for such notice. Repair or reconstruction, as used in this Article, means repairing or restoring the property to substantially the same condition in which it existed prior to the fire or other casualty, unless otherwise first approved by the owners and approved in writing by the holders of at least a majority of all first mortgages secured by the Units. Subject to subsection (c) hereof, all such damage or destruction shall be repaired or reconstructed as soon as practicable after any such casualty shall occur. The Board may advertise for sealed bids from and may negotiate with any licensed contractors, for such repair or reconstruction and may enter into such contract or contracts for such repair or reconstruction as they may deem necessary or advisable. The contracting party or parties may be required to provide a full performance and payment bond for such repair or reconstruction.
- (b) In the event that the insurance proceeds are not sufficient to defray the cost of such repair or reconstruction, the Association's Board shall have the authority to and shall,

subject to subsection (c) hereof, levy a special assessment against all owners in sufficient amount to provide funds to pay such excess costs of repair or reconstruction. Assessments for such purpose may be made, without a vote of the members, at any time during or following the completion of any repair or reconstruction.

- (c) In the event of damage or destruction by fire or other casualty to all or any part of the Common Property, such damage or destruction shall be repaired or reconstructed unless within 60 days after such casualty an instrument requesting that the damage or destruction not be repaired or reconstructed is signed by members of the Association entitled to cast at least two-thirds (2/3) of the votes of each class of members and filed with the Board, in which event the damaged or destroyed area or areas shall be cleaned up and maintained in a neat and attractive condition. If, for any reason, the amount of the insurance proceeds to be paid as a result of such damage or destruction or reliable and detailed estimates of the cost of repair or reconstruction is not made available to the Association within said period of 60 days after the casualty, then such period shall be extended until such information shall be made available to the Association; provided, however, that said period of time shall in no event exceed 120 days after the casualty. No mortgagee shall have any right to participate in the determination as to whether the damage or destruction shall be repaired or reconstructed except that insurance proceeds paid as a result of damage or destruction to all or any part of the Common Property shall not be used for other than repair or reconstruction unless otherwise first approved by the owners and approved in writing by the holders of at least two-thirds (2/3) of all first mortgages secured by the Units.

Section 3. Fidelity Bonds. The Board shall obtain and maintain blanket fidelity bonds for all officers, directors, and employees of the Association and all other persons handling or responsible for funds or administered by the Association. Where the Association has delegated some or all of the responsibility for the handling of funds to a management agent, such bonds shall be required for its officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Association. The total amount of fidelity bond coverage shall be determined from time to time by the Board not less than the estimated maximum of funds, including reserve funds, in the custody of the Association or the management agent, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount to such bond be less than a sum equal to three months' aggregate assessments on all Units plus reserve funds. Fidelity bonds required hereby shall name the Association as an obligee and shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions. The premiums on all such bonds (except for premiums on fidelity bonds maintained by a management agent for its officers, employees and agents) shall be paid by the Association as a common expense. Such bonds shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least ten days prior written notice to the Association.

Section 4. Owner's Insurance. Each Owner shall obtain additional insurance, at his own expense, affording public liability coverage and/or property damage coverage upon his Unit; provided, however, that no Owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Association, on behalf of all of the Owners and their mortgagees, may realize under any insurance policy which the Association may have in force with respect to the Common Property or any portion thereof at any particular time. Each Owner acquiring additional and separate insurance coverage shall furnish the Association with a copy of each such policy within ten (10) days following the acquisition of such coverage. The Board may require all Owners to carry public liability and property damage insurance with respect to the occupancy of their respective Units and to furnish copies or certificates thereof to the Association. It shall be the individual responsibility of each Owner at his own expense to provide, as he sees fit, title insurance on his Unit and such other insurance as is not provided by the Association pursuant to the provisions of this Article.

ARTICLE XII

AMENDMENTS

Section 1. Amendments by Declarant. During any period in which Declarant retains the right to appoint and remove any Managers and officers of the Association, Declarant may amend this Declaration by an Instrument in writing filed and recorded in the Land Records of the Superior Court of Cherokee County, Georgia, without the approval of any Member; provided, however, that (i) in the event that such amendment materially alters or changes any Owner's right to the use and enjoyment of such Owner's Unit or of the Common Property as set forth in this Declaration or if such amendment adversely affects the titles to any Unit, such amendment shall be valid only upon the written consent thereto by a majority in number of then existing Members affected thereby, or (ii) in the event that such amendment would materially and adversely affect the security title and interest of any mortgagee, such amendment shall be valid only upon the written consent thereto of all such mortgagees so affected. Any amendment made pursuant to this Section must be certified by Declarant and by Mortgagee as having been duly approved by Declarant, Mortgagee and such Members and mortgagees if required, and shall be effective only upon recordation or at such later date as shall be specified in the amendment itself. Each Owner, by acceptance of a deed or other conveyance to a Unit, agrees to be bound by such amendments as are permitted by this Section and further agrees that, if requested to so by Declarant, such Owner will consent to the amendment of this Declaration or any other instruments relating to the Development (i) if such amendment is necessary to bring any provision hereof or thereof into compliance or conformity with the provisions of any applicable governmental statute, rule or organization or any judicial determination which shall be in conflict therewith, (ii) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any Units subject to this Declaration, (iii) if such amendment is required by an institutional or governmental lender, purchaser or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association, or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on any Unit subject to this Declaration, (iv) if any such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Unit subject to this Declaration or (v) if such amendment is necessary to correct a scrivener's error in the drafting of this Declaration.

Section 2. Amendments by Association. Amendments to this Declaration, other than those authorized by Section 1 hereof, shall be proposed and adopted in the following manner:

(a) Notice of the subject matter of the proposed amendment shall be included in the notice of the meeting of the Association at which such proposed amendment is to be considered and shall be delivered to each member of the Association.

(b) At such meeting, a resolution adopting a proposed amendment may be proposed by either the Board or by Members of the Association. Such amendment must be approved by Members holding at least two-thirds (2/3) of the total votes in the Association provided, however (i) that any amendment which materially and adversely affects the security title and interest of any mortgagee must be approved by such mortgagee and (ii) during any period in which Declarant has the right to appoint and remove officers and directors of the Association, such amendment must be approved by Declarant.

(c) The agreement of the required percentage to the Owners and, where required, the Declarant and any mortgagee, to any amendment of this Declaration shall be evidenced by their execution of such amendment, or, in the alternative, and provided that Declarant does not then have the right to approve such amendment, the sworn statement of the President and any Vice President or the Secretary of the Association attached to or incorporated in the amendment executed by the Association, which sworn statement shall state unequivocally that the Agreement of the required parties was lawfully obtained. Any such amendment of this Declaration shall

become effective only when recorded or at such later date as may be specified in the Amendment itself.

ARTICLE XIII

GENERAL PROVISIONS

(a) This Declaration shall be recorded for the benefit of Declarant, the Owners and their mortgagees as herein provided, and by such recording, no adjoining property owner or third party shall have any right, title or interest whatsoever in the Property or in the operation or continuation thereof or in the enforcement of any of the provisions hereof, and, subject to the rights of Declarant and such mortgagees as herein provided, the Owners shall have the right to cancel, extend, modify, amend or otherwise change the provisions of this Declaration without the consent, permission or approval of any such adjoining owner or third party.

(b) Each Owner shall comply strictly with the covenants, conditions and restrictions set forth in this Declaration, the Bylaws and the rules and regulations of the Association now or hereafter adopted, as the same may be lawfully amended from time to time, and with decisions of the Association made pursuant thereto. In the event of a violation or breach, or threatened violation or breach, of any of the same, the Association or, in a proper case, any aggrieved Owner or Owners, and Declarant, so long as Declarant owns any Unit, shall have the right to proceed at law or in equity to compel compliance therewith or to prevent a threatened violation or breach thereof. Any aggrieved Owner or Owners or Declarant shall also have an appropriate right of action against the Association for failure to comply with the Declaration, the Bylaws, the rules and regulations of the Association now or hereafter adopted, as the same may be lawfully amended from time to time, or with decisions of the Association made pursuant thereto. Should the Association employ legal counsel to enforce any of the foregoing or any other rights or remedies of the Association, all costs incurred in such enforcement, including a reasonable fee for counsel if a final judgment is obtained by the Association in any court of competent jurisdiction, shall be paid by the violating Owner. Inasmuch as the enforcement of the provisions of this Declaration and the Bylaws and such rules and regulations are essential for the protection of present and future Owners, it is hereby declared that any breach thereof cannot be adequately compensated by recovery of damages, and that the Association or, in any proper case, any aggrieved Owner or Owners or Declarant, in addition to all other remedies, may require and shall be entitled to the remedy by injunction to restrain any such violation or breach or threatened violation or breach. In addition to the foregoing remedies, the Association may, in case of repeated violation by an Owner, suspend temporarily the voting rights of an Owner, after failure of such Owner to cure such violation within ten (10) days after written notice to such Owner. Further, if an Owner has not cured such violation within ten (10) days after notice, the Association shall also have the right to levy reasonable fines against an Owner for any such violation, provided that no fines may be levied for more than \$100.00 for any one violation, but each day or time a violation is continued or repeated after written notice is given to the Owner to cease and desist, it shall be considered a separate violation. Collection of all fines assessed or levied pursuant to this Declaration may be enforced against an Owner as if such charges were a common expense owed by the Owner involved, and such charges may be added to and thereupon shall become part of that portion of any assessment next coming due to which the Owner is subject. No delay, failure or omission on the part of the Association or any aggrieved Owner or Owners or Declarant in exercising any right, power or remedy herein provided shall be construed as an acquiescence thereto or shall be deemed a waiver of the right to do so thereafter as to the same violation or breach, or as to a violation or breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement. No right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Association or Declarant for or on account of any failure to bring any action on account of any violation or breach, or threatened violation or breach, of the provisions and regulations, however long continued, or for the imposing of provisions which may be unenforceable. Each Owner shall be responsible for the conduct of occupants of his Unit, but the responsibility of an Owner shall not relieve any such occupant for any liability to the

Association or to another Owner. Owner specifically agrees to hold any director, agents or employees harmless from any liability or claim that may arise from the actions of the Board.

(c) The provisions of this Declaration shall run with and bind the land, shall be binding upon and inure to the benefit of all Owners and mortgagees, their heirs, legal representatives, successors and assigns, and shall be and remain in effect perpetually to the extent permitted by Georgia Law; provided, however, that so long as Georgia Law limits the period during which covenants restricting lands to certain uses may run, any provisions of this Declaration affected thereby shall run with and bind the land so long as permitted by such law, and it shall be the duty of the Board to cause this Declaration to be amended of record when necessary by filing a document bearing the signatures of the Owners having a majority of the voting interest in the Association reaffirming and newly adopting such provisions in order that the same may continue to be covenants running with the land. Such adoption by a majority shall be binding on all. Every purchaser or grantee of any interest in any property made subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that the provisions of the Declaration shall run with and bind the land as provided hereby and agrees to consent to and, upon the request of the Board, to execute such an amendment reaffirming and newly adopting the provisions of this Declaration.

(d) In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of Declarant or the Board, will best affect the intent of the general plan. The provisions hereof shall be liberally interpreted, and if necessary, shall be so extended or enlarged by implication as to make them fully effective. The effective date of this Declaration shall be the date of its filing for record. In the event of any conflicts or inconsistencies between the Georgia Nonprofit Corporation Code, this Declaration, the Article of Incorporation or the Bylaws, the terms and provisions of the Georgia Nonprofit Corporation Code, as may be applicable, this Declaration, the Articles of Incorporation and the Bylaws, in that order, shall prevail. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other entities or to individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

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

(f) The captions of each Section hereof as to the contents of each Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Section to which they refer.

ARTICLE XIV

TERMINATION

The condominium may be terminated in the manner provided by Section 44-3-98 of the Georgia Condominium Act.

DSA Enterprises, LLC, a limited liability company organized and existing under the laws of the State of Georgia, and Brooks Business Center Condominium Association, Inc., a corporation organized and existing under the laws of the state of Georgia.

By: DSA Enterprises, LLC

W.C. Reeves
W.C. Reeves
Member

By: Brooks Business Center, Inc.

W.C. Reeves
W.C. Reeves
Secretary-Treasurer

[Signature]
Witness

[Signature]
Witness

Josie Redurine
Witness

Josie Redurine
Witness

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 15TH DAY OF
JUNE, 1999.

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 15TH DAY OF
JUNE, 1999.

[Signature]
Notary Public

[Signature]
Notary Public

JUDY A. MILLER
NOTARY PUBLIC,
COBB COUNTY, GEORGIA
MY COMMISSION EXPIRES
OCTOBER 5, 2002

JUDY A. MILLER
NOTARY PUBLIC,
COBB COUNTY, GEORGIA
MY COMMISSION EXPIRES
OCTOBER 5, 2002

AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM FOR
BROOKS BUSINESS CENTER,
A CONDOMINIUM
PHASE I

EXHIBIT "A"

Legal description of the Property

All that tract or parcel of land lying and being in Land Lot 1237 of the 15th District, 2nd Section, Cherokee County, Georgia, and being more particularly described as follows:

BEGINNING AT an iron pin located on the south right of way line of Stockwood Drive (50 foot right of way) 538.99 feet westerly, as measured along the south right of way line of Stockwood Drive, from a point formed by the intersection of the original west right of way line of Highway 5 (60 foot right of way) and the south right of way line of Stockwood Drive (said iron pin also being located North 88 degrees 08 minutes 33 seconds West 497.80 feet, as measured along the south right of way line of Stockwood Drive, from a nail found at the intersection of the south right of way line of Stockwood Drive and the new west right of way line of Old State Road 5 (mitered right of way varies); running thence South 01 degrees 25 minutes 18 seconds West along the west boundary line of property now or formerly belonging to Juliette Frederick (said property having been conveyed to the said Juliette Frederick by warranty deed from Reliance Trust Co., dated November 9, 1993 and recorded at Deed Book 1700, Page 185, Cherokee County, Georgia, Records) and along property now or formerly belonging to the estate of Radford S. Brooks, a distance of 339.91 feet to an iron pin; running thence North 88 degrees 10 minutes 57 seconds West 322.49 feet to an iron pin located on the east boundary line of Lot 58, Unit II, Stockwood Estates Subdivision; running thence North 02 degrees 06 minutes 53 seconds East along the east boundary lines of lots 58 and 57, Unit II, Stockwood Estates Subdivision, and along the east boundary line of lot 38, Unit I, Stockwood Estates Subdivision, a distance of 339.90 feet to an iron pin located on the south right of way line of Stockwood Drive; running thence South 88 degrees 10 minutes 57 seconds East along the south right of way line of Stockwood Drive 318.38 feet to an iron pin and the POINT OF BEGINNING.

The above-described property is more particularly shown as a 2.50 acre tract on, and delineated according to, that certain plat of survey for Brooks Business Center, A Condominium by Frontline Surveying & Mapping, Inc., Thomas Edward Peay, Jr. G.R.P.L.S., #2402, dated May 19, 1999, which said plat is incorporated herein by this reference thereto for more complete description of the courses and distances, metes and bounds of the lands described herein. Said plat is recorded in Condominium Book 1, Page 13.

AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM FOR
BROOKS BUSINESS CENTER,
A CONDOMINIUM
PHASE I

EXHIBIT "B"

Allocation of Undivided Interest in Common Elements and Votes in
Association

Building	Unit	% of Undivided Interest	Association Votes
195	100	4.545	1
195	110	4.545	1
195	120	4.545	1
195	130	4.545	1
195	140	4.545	1
195	150	4.545	1
195	160	4.545	1
195	170	4.545	1
195	180	4.545	1
195	190	4.545	1
195	195	4.545	1
185	100	4.545	1
185	110	4.545	1
185	120	4.545	1
185	130	4.545	1
185	140	4.545	1
185	150	4.545	1
185	160	4.545	1
185	170	4.545	1
185	180	4.545	1
185	190	4.545	1
185	195	4.545	1

REC-16-99