

Deed Book 13558 Pg 391  
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*Linda Carter*

Linda Carter  
Clerk of Superior Court DeKalb Cty, Ga.

AFTER RECORDING RETURN TO  
GEORGE C. DALLOWAY, ESQ.  
SPECIALIZED TITLE SERVICES, INC.  
6133 PEACHTREE DUNWOODY ROAD, NE  
ATLANTA, GA 30328  
(770) 394-7000 STS FILE NO. 1015-302

This instrument prepared by and  
after recording, please return to:  
George F. Maynard  
BURR & FORMAN LLP  
Suite 1200, One Georgia Center  
600 West Peachtree Street  
Atlanta, Georgia 30308

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DECLARATION OF CONDOMINIUM  
FOR  
SARATOGA LAKE CONDOMINIUMS

\*\*\*\*\*

<u>Exhibit</u>	<u>Matter</u>
A	Legal Description of the Property
A-1	Legal Description of the Adjacent Property
B	Matters Affecting Title to the Property
C	Copy of As-Built Plat, Floor Plans and Architect's As-Built Certificate
D	Articles of Incorporation of Saratoga Lake Condominium Association Inc.
E	By-Laws of the Association
F	Organizational Meeting of Board of Directors and Election of Officers of the Association
G	Schedule of Units and the Voting Rights and Assessments Allocated to Each

DECLARATION OF CONDOMINIUM  
FOR  
SARATOGA LAKE CONDOMINIUMS

THIS DECLARATION is made by Lakeside, Inc., a Georgia corporation (hereinafter collectively called the "Declarant").

WHEREAS, Declarant is the fee simple owner of that certain tract or parcel of land lying and being in Land Lots 56 and 57, 15th District, DeKalb County, Georgia, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, hereinafter called the "Property" subject to the title matters set forth on Exhibit "B" attached hereto and incorporated herein by this reference; and

WHEREAS, certain improvements have been constructed on the Property as shown on the Plat and the Plans which are referenced in Section 5.01(a) and (b) hereof and the matters attached hereto as Exhibit "C" and incorporated herein by this reference; and

WHEREAS, Declarant has duly incorporated Saratoga Lake Condominium Association, Inc. (the "Association") as a nonprofit membership corporation under the laws of the State of Georgia, copies of the Articles of Incorporation, By-Laws and Organizational Meeting being attached hereto as Exhibit "D", "E" and "F"; and

WHEREAS, the Declarant desires to submit the Property to the condominium form of ownership pursuant to the provisions of the Georgia Condominium Act, as the same is in effect on the date hereof (O.C.G.A. Section 44-3-70 through Section 44-3-116, as amended, hereinafter called the "Act"), the terms, conditions and provisions of which are incorporated herein by express reference, and the terms and conditions hereinafter set out. THIS IS A CONVERSION CONDOMINIUM.

NOW, THEREFORE, the Declarant does hereby make, declare and publish its intention and desire to submit, and does hereby submit, the Property to the condominium form of ownership pursuant to, subject to and in accordance with the provisions of the Act and the terms and conditions hereinafter set forth.

ARTICLE 1

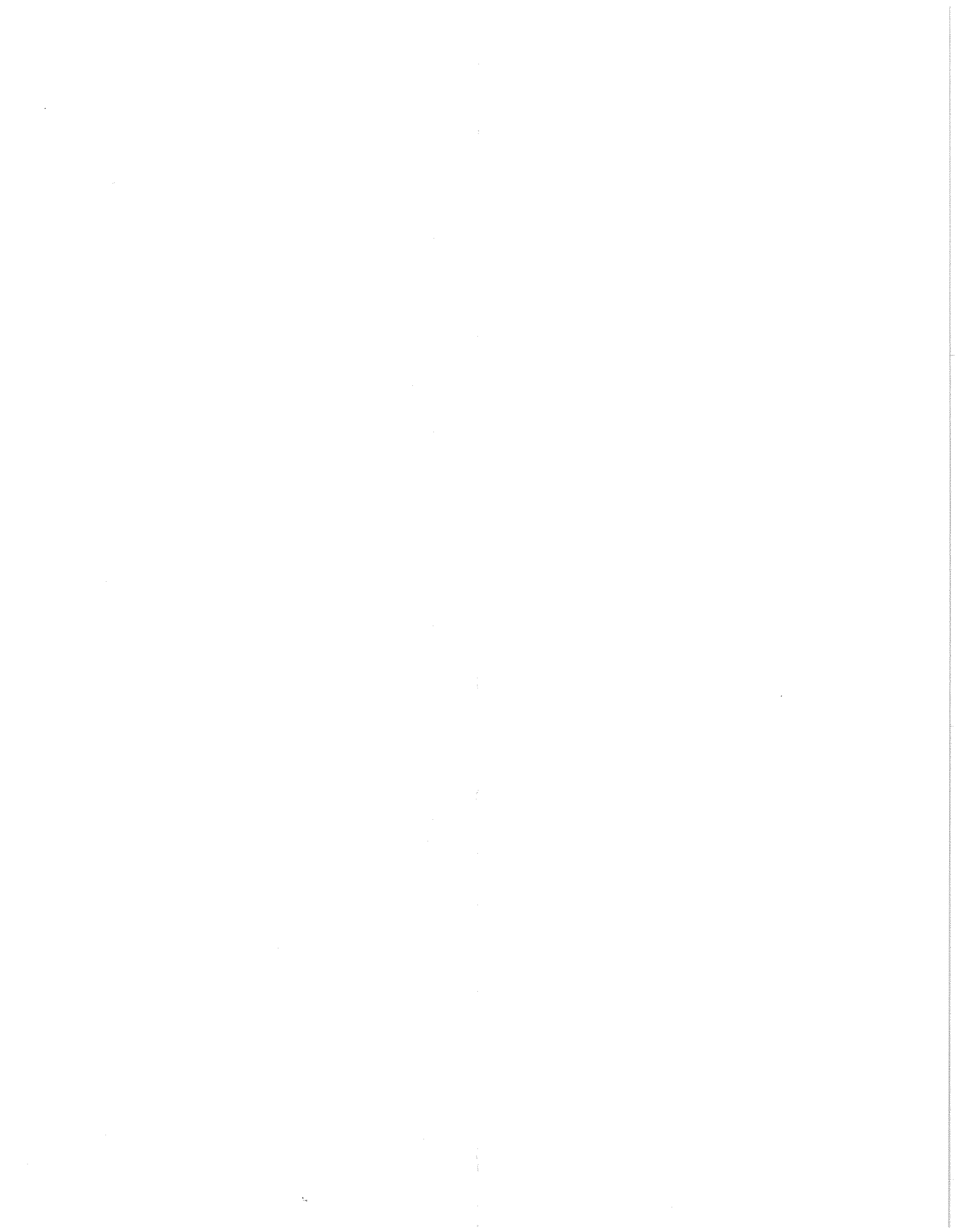
Name

1.1 The name of the condominium shall be Saratoga Lake Condominiums (the "Condominium").

ARTICLE 2

Description of Submitted Property; Adjacent Property; Easements

2.1 Easements. Declarant does hereby declare and create perpetual, non-exclusive reciprocal easements over, along and across (a) the paved portions of the Property, and (b) any



and all common areas, common elements and recreational facilities on the Property, for the benefit of the residents and owners of the Property and the Association. The easements granted hereby include easements for ingress and egress of pedestrian and vehicular traffic to and from the Property and any adjoining public rights-of-way; easement for all utility service to the Property, including without limitation, sanitary sewer and storm sewer service; and easements to use all common areas and recreational facilities for their intended use and in the manner used or available for use by the owners and occupants thereof. The cost and expense of maintaining and repairing any common areas of the Property shall be borne by the Association. The cost and expense of operating, maintaining and repairing any recreational facilities located on the Property shall be borne by the Association. All prorations hereunder shall be based on the total number of units in the Property divided by 123.

Declarant owns certain real property adjoining the Property, consisting of 17.6505 acres and more particularly described on Exhibit "A-1" attached hereto and incorporated by this reference (the "Adjacent Property"). The Adjacent Property is not subject to the terms and conditions of this Declaration, except as follows: the Declarant hereby creates the following easements with respect to the Adjacent Property:

(a) Reciprocal easement for ingress and egress of pedestrian and vehicular traffic, and utilities, over, along and across paved portions of the Property as may exist from time to time;

(b) A reciprocal, non-exclusive easement for the benefit of the Property for ingress and egress of pedestrian and vehicular traffic, and utilities, over paved portions of the Adjacent Property, as may exist from time to time; and

(c) A perpetual, non-exclusive easement allowing owners and occupants of all or any portion of the Adjacent Property to use all recreational facilities and other amenities located on the Property. The Association shall have the right to establish rules and regulations, and/or fees for use of the recreational facilities and amenities on the Property, and may apply those rules and regulations and fees, if any, equally to owners and occupants of the Property and the Adjacent Property.

The easements granted hereunder shall run with the land, in perpetuity, binding all successors and assigns of Declarant and all future owners of the Property and the Adjacent Property, benefitting the Adjacent Property and burdening the Property.

2.2 The Property is subject to the easements and other title matters which are set forth on Exhibit "B" attached hereto and by reference made a part hereof.

### ARTICLE 3

#### Definitions

3.1 The terms defined in Section 44-3-71 of the Act shall have the meanings specified therein and wherever they appear in the condominium instruments unless the context otherwise requires.







9.3 Equitable Assessment for Limited Common Area Expenses. Any common expenses which:

(a) are incurred through or occasioned by the use or enjoyment of any common elements which benefits or is intended to benefit less than all the units, shall not be assessed against all the units pursuant to Section 9.01 hereof, but shall be specifically assessed equitably among those units which are so benefited or intended to be benefited; and

(b) are incurred by the conduct of less than all of those entitled to occupy all of the units or by the licensees or invitees of any such unit or units shall be especially assessed against the condominium unit or units, the conduct of any occupant, licensee or invitee of which occasioned any such common expenses.

9.4 Assessment for Exclusive Benefit of Particular Units. Except for parking lot maintenance, repair and replacement, any common expenses which relate to limited common elements assigned to any unit or units and reserved for the exclusive use of those entitled to the use of such unit or units shall be assessed against such unit or units only.

9.5 Lien Rights of Association. Pursuant to the provisions of Section 44-3-109(b) of the Act, the Board of Directors shall have the authority to establish general rules applicable to all units providing that the lien for assessments shall include any one or more of the following: (i) a late or delinquency charge (not in excess of \$10.00 or ten percent of the amount of each assessment or installment thereof not paid when due, whichever is greater), (ii) interest on each assessment or installment thereof, and any delinquency or late charge appertaining thereto, from the date the same was first due and payable, at a rate not in excess of ten percent per annum, (iii) the costs of collection, including court costs, the expenses of sale, any expenses required for the protection and preservation of the unit, and reasonable attorney fees actually incurred, and (iv) the fair rental value of the condominium unit from the time of the institution of an action until the sale of the condominium unit at foreclosure (or until the judgment rendered in the action is otherwise satisfied).

9.6 Priority of Lien. The Lien for assessments shall have the priority set forth in Section 44-3-109(a) of the Act. Foreclosure of a prior mortgage shall have the effect provided in Section 44-3-280(f) of the Act.

## ARTICLE 10

### Association

10.1 Creation. The Declarant has caused the Association to be duly incorporated as a nonprofit membership corporation.

10.2 Powers Generally. The limitations and restrictions on the powers of the Association and on the Board of Directors of the Association are set out in the By-Laws of the Association.

10.3 Enforcement. Pursuant to the provisions of Official Code of Georgia Annotated Section 44-3-76, the Association shall be empowered, in order to enforce compliance with the

lawful provisions of the condominium instruments, including any rules or regulations contained in or promulgated in accordance with the By-Laws of the Association, to impose and assess fines and to suspend temporarily the right of use of certain of the common elements.

10.4 Restrictions on Powers. The Association shall have, except to the extent restricted herein, all those powers permitted by the provisions of Section 44-3-106 of the Act, and except to the extent that it may not without the written consent of two-thirds of the unit owners (excluding Declarant) sell or transfer the common elements (excluding the grant of easements for public utilities or for any other public purposes consistent with the intended use of the common elements by the unit owners).

10.5 Books and Records. The Association will maintain in its offices a current copy of this Declaration, the Articles of Incorporation of the Association, its By-Laws, as well as adequate books, records, financial statements and rules and regulations for the Condominium, which materials shall be made available to be inspected during normal business hours by owners of units or by holders, insurers or guarantors of first mortgages on any unit.

10.6 Financial Statements. Commencing at the end of the first fiscal year of the Association, the Association shall obtain an audited financial statement of the books and records of the Association within one hundred twenty (120) days after the end of the fiscal year then ended. The Association shall make these audited financial statements available to any unit owner or the holder, insurer or guarantor of any first mortgage that is secured by a unit upon written request from such owner, holder, insurer or guarantor.

#### ARTICLE 11

##### Easements, Covenants and Use of the Condominium

11.1 Purposes. The Condominium is formed for residential purposes only and units shall be occupied and used by the owners thereof only as private residences for the owners and the families, tenants, invitees, and guests of such owners and for no other purposes whatsoever. Without derogating from the generality of the foregoing, no business shall be maintained or conducted in or from any unit.

11.2 Common Elements. All occupants of units and their guests shall have a nonexclusive right to use the common elements for the purposes for which they are intended, subject, however, to the following provisions:

(a) No such use shall enter or encroach upon the lawful rights of other persons; and

(b) The Association shall have the right to restrict the use and govern the operation of the common elements by promulgating reasonable rules and regulations with respect thereto, including, without limitation, the right to charge reasonable monthly fees for the use thereof by unit owners as the Association deems necessary or appropriate.

11.3 Strict Compliance. The owners of the units shall be entitled to all of the rights but shall be subject to all of the obligations provided for in the Act and all owners shall comply













on behalf of the Association shall not be considered a trade or business within the meaning of this subparagraph.

(b) Numbers of Occupants. No unit shall be occupied by more than two persons per bedroom in the unit (as such bedrooms are depicted on the Plans of such unit filed in the DeKalb County, Georgia records) plus one (1) additional person. "Occupancy," for purposes of this Paragraph, shall be defined as staying overnight in a unit for a total of more than thirty (30) days, either consecutive or nonconsecutive, in any year. This single family occupancy restriction shall not apply to require the removal of any person lawfully occupying a unit on the effective date hereof.

(c) Arbitration. Any dispute regarding the use of any unit shall be resolved by arbitration in accordance with the following provisions. Any unit owner desiring to submit to arbitration any dispute with the Board concerning use of a unit shall give written notice to the Board of (i) a description of the dispute to be submitted to arbitration, and (ii) the name of the first of three arbitrators. Within ten (10) days after such notice, the Board shall give written notice to the unit owner of the second of the three arbitrators. If the Board fails to name a second arbitrator with such ten-day time period, then such second arbitrator shall be appointed by the first arbitrator. The first and second arbitrators shall meet within five (5) days after the naming of the second arbitrator to name a third arbitrator. In the event the first and second arbitrators cannot agree upon the name of the third arbitrator within ten (10) days after the naming of the second arbitrator, then the first arbitrator and the second arbitrator shall make joint application to the senior Judge of the Superior Court of DeKalb County, Georgia for the naming of a third arbitrator. These three arbitrators so named shall constitute the board of arbitrators for the arbitration of the matters in dispute. All meeting of the arbitrators shall be held in Atlanta, Georgia, or such other place as shall be approved by the Board and the unit owner. The proceedings of the arbitrators shall be governed by the Commercial Arbitration Rules of the American Arbitration Association (as amended), to the extent that such Commercial Arbitration Rules are not inconsistent with the provisions of this Declaration and with the laws of the State of Georgia. In the event of a conflict, then the provisions of this Declaration and the laws of the State of Georgia shall govern and control such board of arbitrators and the arbitration of the matter is dispute. The board of arbitrators shall meet as soon as possible to resolve the dispute. The Board and the unit owner may appear at such meetings of the board of arbitrators to present evidence and make arguments. The board of arbitrators shall render a decision within fifteen (15) days of its meeting, which decision shall be final and binding upon the Board and the unit owner.

(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 prior written Board consent, except as specifically provided herein.

With prior written Board approval, and subject to any restrictions imposed by the Board, an owner may reserve portions of the common elements for use for a period of time as set by the Board. Any such owner who reserves a portion of the common elements as provided herein shall assume, on behalf of himself or herself and his or her guests, occupants and family, all risks associated with the use of the common elements and all liability for any damage or injury to any person or thing as a result of such use. The Association shall not be liable for any damage or

injury resulting from such use unless such damage or injury is caused solely by the wilful acts or gross negligence of the Association, its agents or employees. The Board may charge such sums as it deems appropriate in its sole and absolute discretion for the use of the common elements by an owner.

(c) Use of Limited Common Elements. Use of the limited common elements is restricted exclusively to the owner(s) of the unit(s) 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 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 which would increase the rate of insurance on the Condominium or any unit, which would be in violation of any statute, rules, ordinance, regulation, permit or other governmental requirements, or which would increase the common expenses.

Noxious, destructive or offensive activity shall not be carried on upon the Condominium. No unit owner or occupant 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 reasonable 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 unit owner or occupant may use or allow the use of the unit, the common elements or the limited common elements in any manner which creates noises between the hours of 11:00 p.m. and 7:30 a.m. which can be heard by persons in another unit that will, in the Board's reasonable discretion, unreasonably interfere with the rights, comfort or convenience of any other owner or occupant.

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 thereon, would reduce the value thereof, or would impair any easement or other interest in the Condominium, without the prior written consent of all Association members and their mortgagees.

No damage to or waste of the common elements, or any part thereof, shall be permitted by any owner or family member or 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 or 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 or lawful firearms on the common elements is permitted by law enforcement officers and security guards hired by the Association, and also is permitted for the limited purpose of transporting the firearms across the



commercial writings on their exteriors are also prohibited from being parked on the Condominium. Notwithstanding the above, trucks, vans, commercial vehicles and vehicles with commercial writings on their exteriors shall be allowed temporarily on the common elements during normal business hours for the purpose of serving any unit or the common elements; provided, that no such vehicle shall be authorized to remain on the common elements overnight or for any purpose except serving a unit or the common elements, without written Board consent.

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

If any vehicle is parked on any portion of the Condominium in violation hereof or in violation of the Association's rules, 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 a person to contact regarding the alleged violation. A notice also shall be conspicuously placed at the parking garage stating the name and telephone number of the person or entity which will do the towing. If twenty-four (24) hours after such notice is placed on the vehicle the violation continues or 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 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 servicing 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.

(i) 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.

(k) Heating of Units in Colder Months. In order to prevent breakage of water pipes during colder months of the year resulting in damage to 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 degrees (55°) Fahrenheit (except during power failures or periods when heating equipment is broken) whenever the temperature is forecasted to or does reach thirty-two degrees (32°) 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. If during the months specified above the heating equipment is not working properly, the owner or occupant shall immediately inform the Board of this failure of the equipment and of the time needed to repair the equipment. The Board may fine any owner or occupant and/or cause the water service to the violator's unit to be discontinued for violation hereof, in addition to any other remedies of the Association.

(l) Signs. Except as may be required by legal proceedings, no signs, advertising posters or billboard 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 inches (6") by six inches (6") 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 (2') by two feet (2') 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 on the common elements.

(m) 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 plastic bags and either placed in proper receptacles designed by the Board for collection or removed from the Condominium.

(n) Unsanitary or Unkept Conditions. The pursuit of hobbies or other activities, including, but not limited to, the assembly and disassembly of motor vehicles or other mechanical devices, which might tend to cause disorderly, unsightly, or unkept 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. Only appropriate outdoor items, such as patio furniture, may be kept in the porch, patio or balcony serving the unit.



CONDITION OR SALEABILITY OF THE PROPERTY. The sale of the Units in the Property by Declarant to Unit owners shall be "AS IS" and "WHERE IS", "WITH ALL FAULTS".

ARTICLE 15

Eminent Domain

15.1 If any portion of the Condominium property is taken by eminent domain, the award shall be allocated as provided in Section 44-3-97 of the Act.

ARTICLE 16

Amendment of Condominium Instruments

16.1 Mortgagee's Rights.

(a) Unless at least sixty-seven percent (67%) of the total allocated votes in the Association and eligible mortgage holders representing at least fifty-one percent (51%) of the votes of units subject to mortgages held by eligible mortgage holders give their consent, the Association or the membership shall not:

- (i) by act or omission seek to abandon or terminate the Declaration;
- (ii) change the pro rata interest or obligations of any individual unit for the purpose of (1) levying assessments or changes 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, or redefine any unit boundaries;
- (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);
- (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;
- (vi) affect the voting rights of owners hereunder;
- (vii) increase any assessment hereunder that raises the previously assessed amount by more than twenty-five percent (25%), or change the provisions hereunder with respect to the rights of the Association to file liens for unpaid assessments or the priority of such liens;
- (viii) reduce reserves for maintenance, repair and replacement of any common elements;

- (ix) reallocate responsibility for maintenance or repairs;
- (x) impose any restriction on the leasing of units not contained herein;
- (xi) impose any restriction on a unit owner's right to sell or transfer his or her unit;
- (xii) establish self-management by the Association if professional management has been required previously by the project documents or by an eligible mortgage holder; or
- (xiii) modify and/or impose any provision of this Declaration for the express benefit of mortgage holders, insurers or guarantors.

The provisions of this subparagraph shall not be constructed 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 purchase of a unit obtains title pursuant to judicial or nonjudicial foreclosure of the first 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 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.

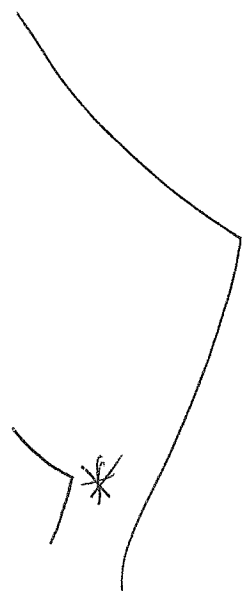
(e) Notwithstanding anything to the contrary herein contained, the provisions governing sales and leases shall not apply to impair the right of any first mortgagee to: (i) foreclose or take title to a unit pursuant to remedies contained in its mortgage; (ii) take a deed or assignment in lieu of foreclosure; or, (iii) sell, lease, or otherwise dispose of a unit acquired by the mortgagee.

16.2 Amendment: 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 or affirmative vote and written consent of the members of the association holding sixty-six and two thirds percent (66 2/3%) of the total eligible vote thereof. Notice of a meeting, if any, 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 DeKalb County, Georgia land records.

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

Notwithstanding the foregoing, 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, including but not limited to, 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.







Declaration. All rights, benefits and privileges hereby imposed shall be deemed and taken to be covenants running with the land, and shall be binding inure to the benefit of any person having any interest or estate in the property or any portion thereof.

ARTICLE 21

Author

21.1 This Declaration was prepared by George F. Maynard, of Burr & Forman LLP, with an office address of 600 West Peachtree Street, One Georgia Center, Suite 1200, Atlanta, Georgia 30308.

[SIGNATURES ON FOLLOWING PAGE]







LEGAL DESCRIPTION - PHASE II

ALL THAT TRACT OR PARCEL OF LAND LYING and being in Land Lots 56 and 57 of the 15th District of Dekalb County, Georgia and being more particularly described as follows:

Beginning at an iron pin placed on the southwest side of Oakvale Road (80 foot right of way) 559.00 feet southeast of an iron pin found at the intersection of the southwest side of Oakvale Road and the southeast side of Panthersville Road (100 foot right of way); running thence along the southwest side of Oakvale Road South 52 degrees 04 minutes 25 seconds East 35.00 feet to a point; continuing thence along the southwest curvature of Oakvale Road along a clockwise curve to the right an arc distance of 199.34 feet with a radius of 532.96 feet subtended by a 198.18 foot chord at a bearing of South 41 degrees 21 minutes 31 seconds East to a point; continuing thence along the southwest side of Oakvale Road South 30 degrees 38 minutes 38 seconds East 425.01 feet to an iron pin found; thence leaving the southwest side of Oakvale Road at a bearing of South 12 degrees 48 minutes 20 seconds West 261.85 feet to an iron pin found; running thence South 80 degrees 18 minutes 28 seconds West 321.34 feet to an iron pin found; running thence South 30 degrees 27 minutes 29 seconds East 115.08 feet to an iron pin found; running thence South 59 degrees 21 minutes 12 seconds West 254.62 feet to an iron pin found; running thence South 10 degrees 25 minutes 57 seconds East 26.00 feet to an iron pin found; running thence North 50 degrees 36 minutes 11 seconds West 160.00 feet to an iron pin found; running thence South 39 degrees 11 minutes 11 seconds West 111.90 feet to an iron pin found; running thence North 50 degrees 44 minutes 30 seconds West 188.87 feet to an iron pin found; running thence North 2 degrees 22 minutes 38 seconds East 147.50 feet to a point; running thence North 79 degrees 29 minutes 17 seconds East 25.03 feet to a point; running thence North 0 degrees 50 minutes 22 seconds East 65.97 feet to a point; running thence North 78 degrees 28 minutes 50 seconds East 431.00 feet to a point; running thence North 31 degrees 31 minutes 10 seconds West 468.00 feet to a point; running thence North 47 degrees 41 minutes 51 seconds East 383.05 feet to the southwest side of Oakvale Road and the point of beginning. Containing 10.8989 acres or 474,757.7 square feet according to the Plat of Survey by A.S. Giometti & Associates, Inc. dated July 31, 2002.

Exhibit "A-1"

Legal Description of the Adjacent Property

LEGAL DESCRIPTION

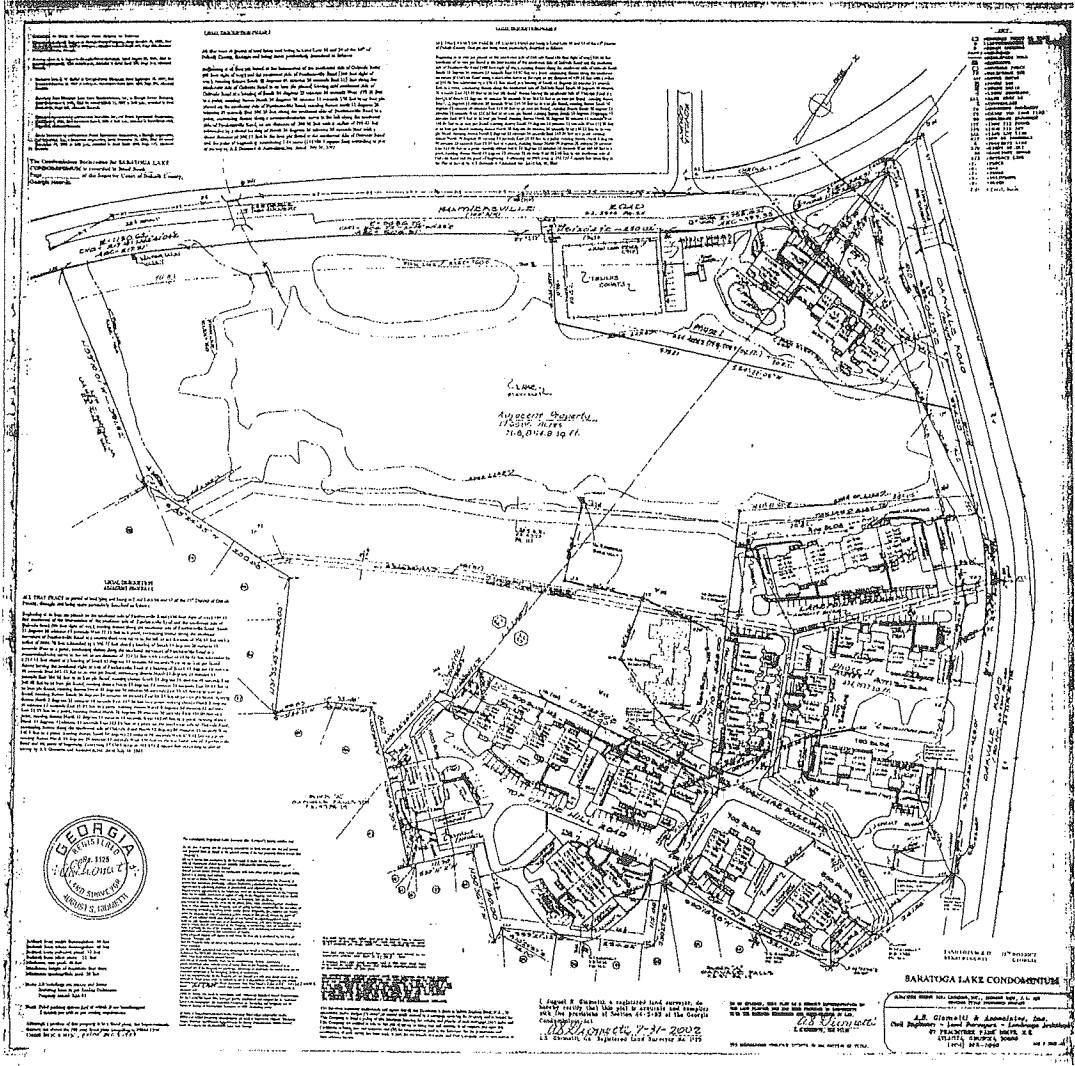
ADJACENT PROPERTY

ALL THAT TRACT or parcel of land lying and being in Land Lots 56 and 57 of the 15th District of Dekalb County, Georgia and being more particularly described as follows:

Beginning at an iron pin placed on the southeast side of Panthersville Road (100 foot right of way) 589.83 feet southwest of the intersection of the southeast side of Panthersville Road and the southwest side of Oakvale Road (80 foot right of way); running thence along the southeast side of Panthersville Road, South 51 degrees 20 minutes 47 seconds West 53.52 feet to a point; continuing thence along the southeast curvature of Panthersville Road at a counterclockwise curve to the left an arc distance of 506.81 feet with a radius of 9656.76 feet subtended by a 506.75 foot chord at a bearing of South 49 degrees 50 minutes 35 seconds West to a point; continuing thence along the southeast curvature of Panthersville Road at a counterclockwise curve to the left an arc distance of 217.51 feet with a radius of 1150.62 feet subtended by a 217.18 foot chord at a bearing of South 42 degrees 41 minutes 04 seconds West to an iron pin found; thence leaving the southeast right of way of Panthersville Road at a bearing of South 59 degrees 10 minutes 01 seconds East 391.52 feet to an iron pin found; continuing thence North 85 degrees 24 minutes 35 seconds East 288.88 feet to an iron pin found; running thence South 31 degrees 55 minutes 49 seconds East 240.03 feet to an iron pin found; running thence North 37 degrees 54 minutes 33 seconds East 89.89 feet to an iron pin found; running thence North 58 degrees 30 minutes 08 seconds East 73.49 feet to an iron pin found; running thence South 50 degrees 34 minutes 44 seconds East 86.27 feet to an iron pin found; running thence North 2 degrees 22 minutes 38 seconds East 147.50 feet to a point; running thence North 79 degrees 29 minutes 17 seconds East 25.03 feet to a point; running thence North 00 degrees 50 minutes 22 seconds East 65.97 feet to a point; running thence North 78 degrees 28 minutes 50 seconds East 431.00 feet to a point; running thence North 31 degrees 31 minutes 10 seconds West 468.00 feet to a point; running thence North 47 degrees 41 minutes 51 seconds East 383.05 feet to a point on the southwest side of Oakvale Road; continuing thence along the southwest side of Oakvale Road North 52 degrees 04 minutes 25 seconds West 146.00 feet to a point; running thence South 64 degrees 22 minutes 06 seconds West 679.85 feet to a point; running thence North 38 degrees 39 minutes 13 seconds West 150.00 feet to the southeast side of Panthersville Road and the point of beginning; containing 17.6505 acres or 768,854.8 square feet according to plat of survey by A.S. Giometti and Associates, Inc. dated July 31, 2002.







**ARTICLE I**  
 This Condominium is created by the division of the real estate described in the following description into units, each of which shall be owned by a separate owner, and the common areas, and the use and enjoyment of the same shall be governed by the provisions of this Declaration.

**ARTICLE II**  
 The units in this Condominium shall be owned, used, enjoyed, transferred, mortgaged, leased, conveyed, devised, bequeathed, or otherwise disposed of, in whole or in part, as if they were separate and distinct parcels of real estate, and the owners of the units shall have the same rights and powers in respect to their units as if they were the owners of separate and distinct parcels of real estate.

**ARTICLE III**  
 The common areas in this Condominium shall be owned, used, enjoyed, transferred, mortgaged, leased, conveyed, devised, bequeathed, or otherwise disposed of, in whole or in part, as if they were separate and distinct parcels of real estate, and the owners of the units shall have the same rights and powers in respect to their units as if they were the owners of separate and distinct parcels of real estate.

**ARTICLE IV**  
 The owners of the units in this Condominium shall be bound by the provisions of this Declaration, and the rules and regulations of the Board of Directors, and shall be liable for the payment of the common charges and the maintenance and repair of the common areas.

**ARTICLE V**  
 The Board of Directors shall have the authority to make and alter the rules and regulations governing the use and enjoyment of the units and the common areas, and to enforce the same.

**ARTICLE VI**  
 The Board of Directors shall have the authority to sue and be sued, and to execute any instrument necessary to carry out its duties.



**ARTICLE VII**  
 This Declaration shall be binding on all owners of units in this Condominium, and on their heirs, assigns, and transferees.

**ARTICLE VIII**  
 This Declaration shall be binding on all owners of units in this Condominium, and on their heirs, assigns, and transferees.

**ARTICLE IX**  
 This Declaration shall be binding on all owners of units in this Condominium, and on their heirs, assigns, and transferees.

**ARTICLE X**  
 This Declaration shall be binding on all owners of units in this Condominium, and on their heirs, assigns, and transferees.

**ARTICLE XI**  
 This Declaration shall be binding on all owners of units in this Condominium, and on their heirs, assigns, and transferees.

**ARTICLE XII**  
 This Declaration shall be binding on all owners of units in this Condominium, and on their heirs, assigns, and transferees.

**ARTICLE XIII**  
 This Declaration shall be binding on all owners of units in this Condominium, and on their heirs, assigns, and transferees.

**ARTICLE XIV**  
 This Declaration shall be binding on all owners of units in this Condominium, and on their heirs, assigns, and transferees.

**ARTICLE XV**  
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**ARTICLE XVI**  
 This Declaration shall be binding on all owners of units in this Condominium, and on their heirs, assigns, and transferees.

**ARTICLE XVII**  
 This Declaration shall be binding on all owners of units in this Condominium, and on their heirs, assigns, and transferees.

**ARTICLE XVIII**  
 This Declaration shall be binding on all owners of units in this Condominium, and on their heirs, assigns, and transferees.

**ARTICLE XIX**  
 This Declaration shall be binding on all owners of units in this Condominium, and on their heirs, assigns, and transferees.

**ARTICLE XX**  
 This Declaration shall be binding on all owners of units in this Condominium, and on their heirs, assigns, and transferees.

**ARTICLE XXI**  
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**ARTICLE XXVIII**  
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**ARTICLE XXIX**  
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**ARTICLE XXX**  
 This Declaration shall be binding on all owners of units in this Condominium, and on their heirs, assigns, and transferees.

**ARTICLE XXXI**  
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**ARTICLE XXXIX**  
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**ARTICLE XL**  
 This Declaration shall be binding on all owners of units in this Condominium, and on their heirs, assigns, and transferees.

**ARTICLE XLI**  
 This Declaration shall be binding on all owners of units in this Condominium, and on their heirs, assigns, and transferees.

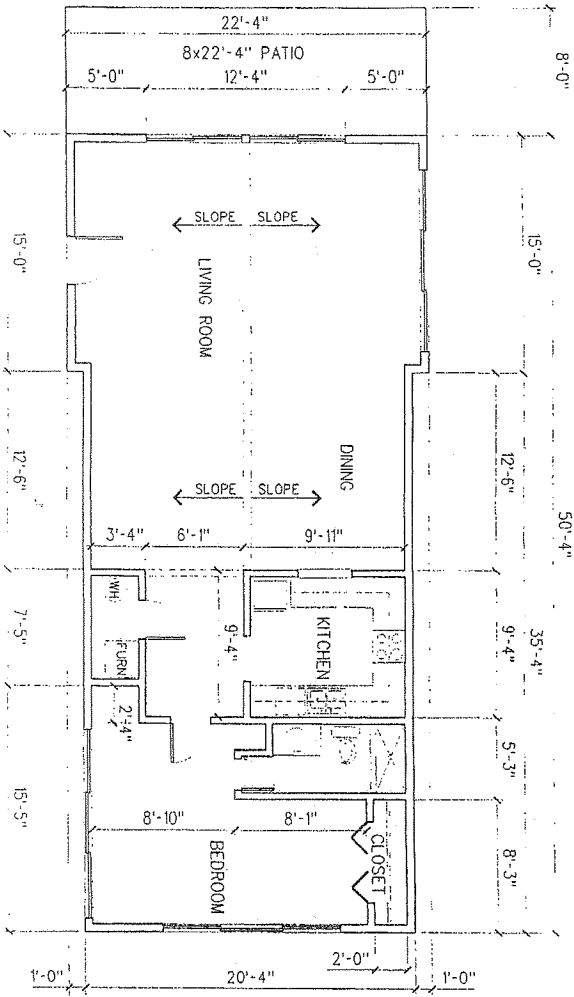
**ARTICLE XLII**  
 This Declaration shall be binding on all owners of units in this Condominium, and on their heirs, assigns, and transferees.

**ARTICLE XLIII**  
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**ARTICLE XLIV**  
 This Declaration shall be binding on all owners of units in this Condominium, and on their heirs, assigns, and transferees.

**ARTICLE XLV**  
 This Declaration shall be binding on all owners of units in this Condominium, and on their heirs, assigns, and transferees.

WE HAVE VISITED THE SITE AND VIEWED THE PROPERTY AND, TO THE BEST OF OUR KNOWLEDGE, THE EXTERIOR WALLS AND ROOF OF THE STRUCTURE ARE IN PLACE AS SHOWN ON THE PLANS, AND SUCH WALLS, PARTITIONS, AND ROOF CONSTITUTE THE BOUNDARIES OF EACH UNIT AND HAVE BEEN SUFFICIENTLY CONSTRUCTED SO AS TO ESTABLISH CLEARLY THE PHYSICAL BOUNDARIES OF EACH UNIT.



"AS-BUILT"  
 ONE BEDROOM FLOOR PLAN  
 1,054 SQ. FT. SCALE: 1/8" = 1'-0"  
 0 2 4

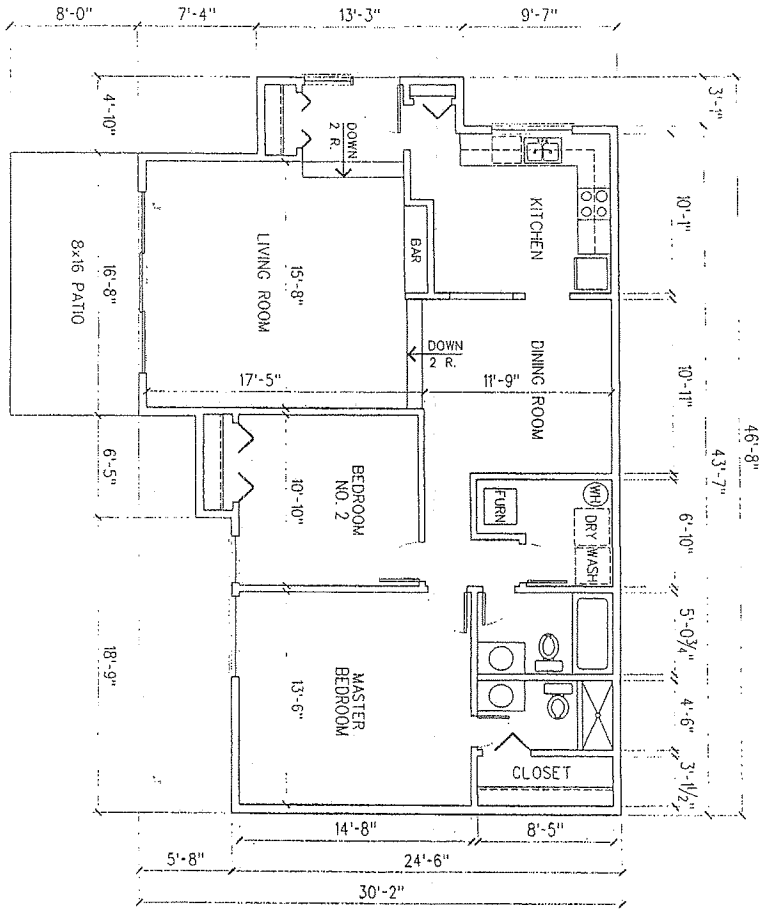


PROJECT NAME  
 DATE / PROJECT NUMBER  
 MAY 17, 2001  
 2001-018  
 SHEET NUMBER  
 A.1

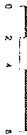
SARATOGA LAKE  
 CONDOMINIUMS  
 PANTHERSVILLE ROAD  
 ATLANTA, GEORGIA

Leslie Keith Johnson, P.E.  
 450 Way Bridge Court  
 Kennesaw, Georgia 30144  
 Cell Phone: (770) 421-7812  
 Fax: (770) 421-7813  
 lejohn@earthlink.net

WE HAVE VISITED THE SITE AND VIEWED THE PROPERTY AND TO THE BEST OF OUR KNOWLEDGE AS EXAMINERS THE EXTERIOR WALLS AND ROOF OF THE UNIT AND THE PARTITIONS, FLOORS AND CEILINGS TO THE EXTENT SHOWN ON THE PLAN CONSTITUTE THE HORIZONTAL BOUNDARIES OF EACH UNIT AND HAVE BEEN SUFFICIENTLY CONSTRUCTED SO AS TO ESTABLISH CLEARLY THE PHYSICAL BOUNDARIES OF EACH UNIT.

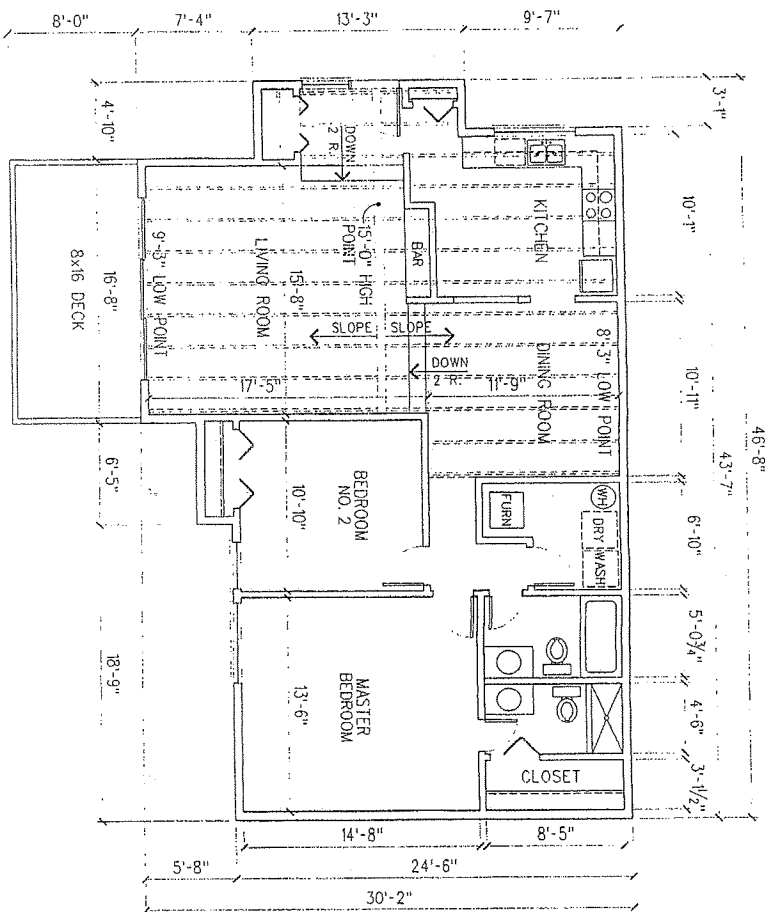


"AS-BUILT"  
TWO BEDROOM FLOOR PLAN  
1,214 SQ. FT. SCALE: 1/8" = 1'-0"



SHEET NUMBER <b>A.2</b>	DATE / PROJECT NUMBER MAY 17, 2001 2001-018	PROJECT NAME  <b>SARATOGA LAKE CONDOMINIUMS</b>  PANTHERSVILLE ROAD ATLANTA, GEORGIA	Lease Keith Johnson, P.A. 450 Way Bridge Court Kennesaw, Georgia 30144 Telephone: (770) 581-5815 Cell Phone: (404) 881-5815 keith@clmcoi.com
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WE HAVE VISITED THE SITE AND VIEWED THE PROPERTY AND TO THE BEST OF OUR KNOWLEDGE THE EXTERIOR WALLS AND ROOF OF THE BUILDING SHOWN IN PLACE AS SHOWN ON THE PLANS, AND SUCH WALLS, PARTITIONS, FLOORS, AND CEILINGS TO THE EXTENT SHOWN ON THE PLAN, CONSTITUTE THE HORIZONTAL BOUNDARIES OF EACH UNIT AND HAVE BEEN SUFFICIENTLY CONSTRUCTED SO AS TO ESTABLISH CLEARLY THE PHYSICAL BOUNDARIES OF EACH UNIT.



"AS-BUILT"  
TWO BEDROOM  
VAULTED FLOOR PLAN  
1,214 SQ. FT.  
SCALE: 1/8" = 1'-0"



LESLIE  
KEITH  
JOHNSON, P.A.  
ARCHITECT

Leslie Keith Johnson, P.A.  
450 Way Bridge Court  
Kennesaw, Georgia 30144  
Telephone: (770) 891-5915  
Cell Phone: (404) 491-5915  
lejohn@earthlink.net

SARATOGA LAKE  
CONDOMINIUMS

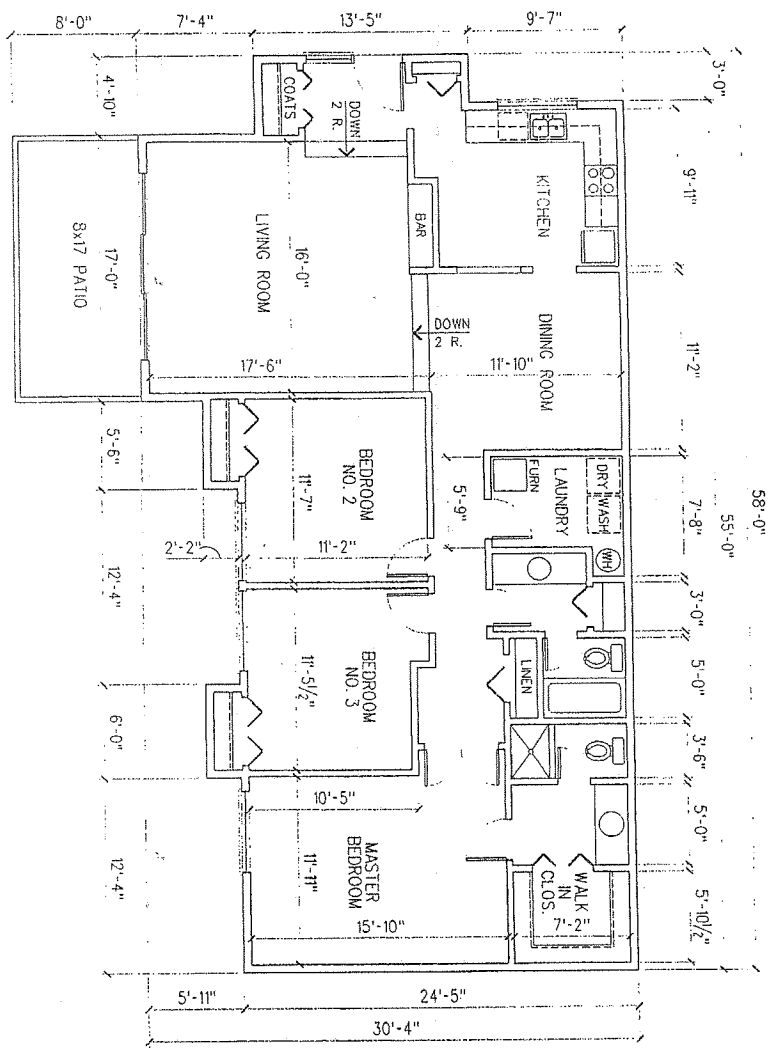
PANTHERSVILLE ROAD  
ATLANTA, GEORGIA

PROJECT NAME

DATE / PROJECT NUMBER  
MAY 17, 2001  
2001-018

SHEET NUMBER

A.3



WE HAVE VISITED THE SITE AND VIEWED THE PROPERTY AND TO THE BEST OF OUR KNOWLEDGE THE EXTERIOR WALLS AND ROOF OF THE STRUCTURE ARE IN PLACE AS SHOWN ON THE PLANS AND SUCH WALLS, PARTITIONS, FLOORS AND CEILINGS TO THE EXTENT SHOWN ON THE PLAN, CONSTITUTE THE HORIZONTAL BOUNDARIES OF EACH UNIT AND HAVE BEEN SUPERFICIALLY CONSTRUCTED SO AS TO ESTABLISH CLEARLY THE PHYSICAL BOUNDARIES OF EACH UNIT.

"AS-BUILT"  
THREE BEDROOM FLOOR PLAN  
1,506 SQ. FT.  
SCALE: 1/8" = 1'-0"

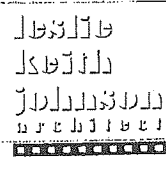


SHEET NUMBER  
**A.4**

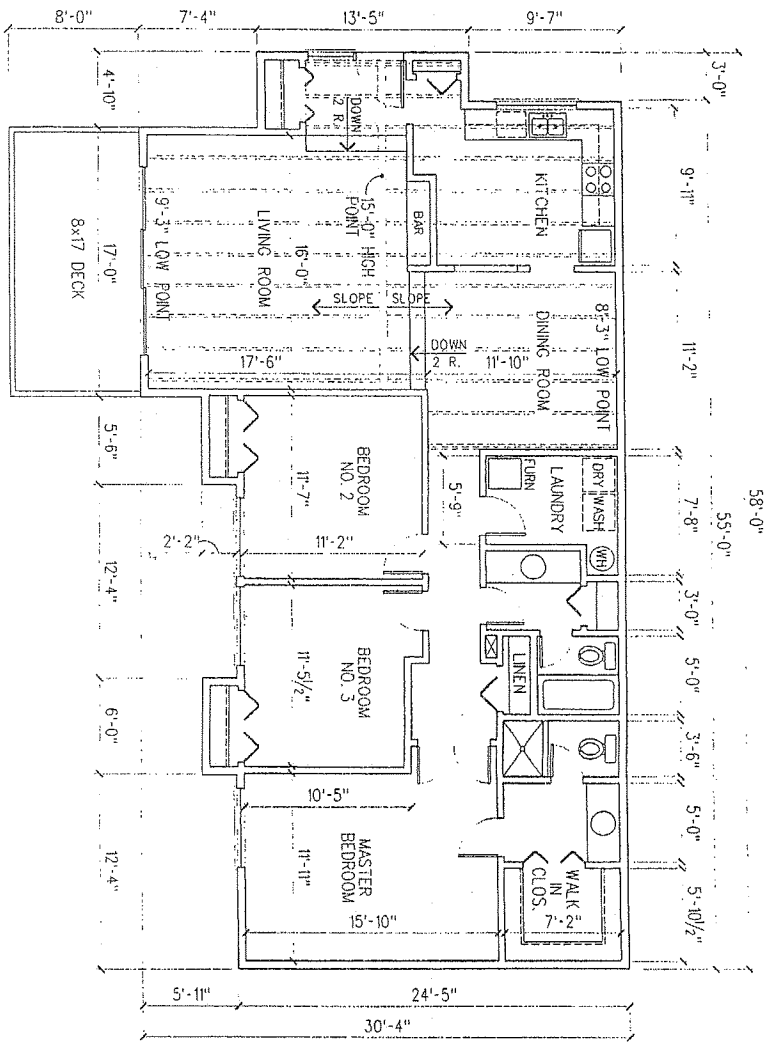
DATE / PROJECT NUMBER  
MAY 17 2001  
2001-018

PROJECT NAME  
**SARATOGA LAKE CONDOMINIUMS**  
PANTHERSVILLE ROAD  
ATLANTA, GEORGIA

Leslie Keith Johnson, P.E.  
450 Way Didge Court  
Kennesaw, Georgia 30144  
Cell Phone: (770) 401-7653  
kejohn@earthlink.net



WE HAVE VISITED THE SITE AND VIEWED THE PROPERTY AND TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE PLANS AND ROOM DESIGNATIONS SHOWN HEREIN ACCURATELY REPRESENT THE EXISTING CONDITIONS AND ARE NOT TO BE CONSIDERED AS A GUARANTEE OF THE ACCURACY OF THE PLANS AND ROOM DESIGNATIONS. THE PLANS AND ROOM DESIGNATIONS SHOWN ON THE PLAN CONSTITUTE THE HORIZONTAL BOUNDARIES OF EACH UNIT AND HAVE BEEN SUFFICIENTLY CONSTRUCTED SO AS TO ESTABLISH CLEARLY THE PHYSICAL BOUNDARIES OF EACH UNIT.



**"AS-BUILT"  
THREE BEDROOM  
VAULTED FLOOR PLAN**

1,506 SQ. FT. SCALE: 1/8" = 1'-0"

0 2 4 8



LESLIE  
KEITH  
JOHNSON  
ARCHITECT

Leslie Keith Johnson, P.A.  
450 May Bridge Court  
Kennesaw, Georgia 30144  
Telephone: (770) 591-5615  
Cell Phone: (404) 401-7613  
lejohn@lejohn.com

**SARATOGA LAKE  
CONDOMINIUMS**

PANTHERSVILLE ROAD  
ATLANTA, GEORGIA

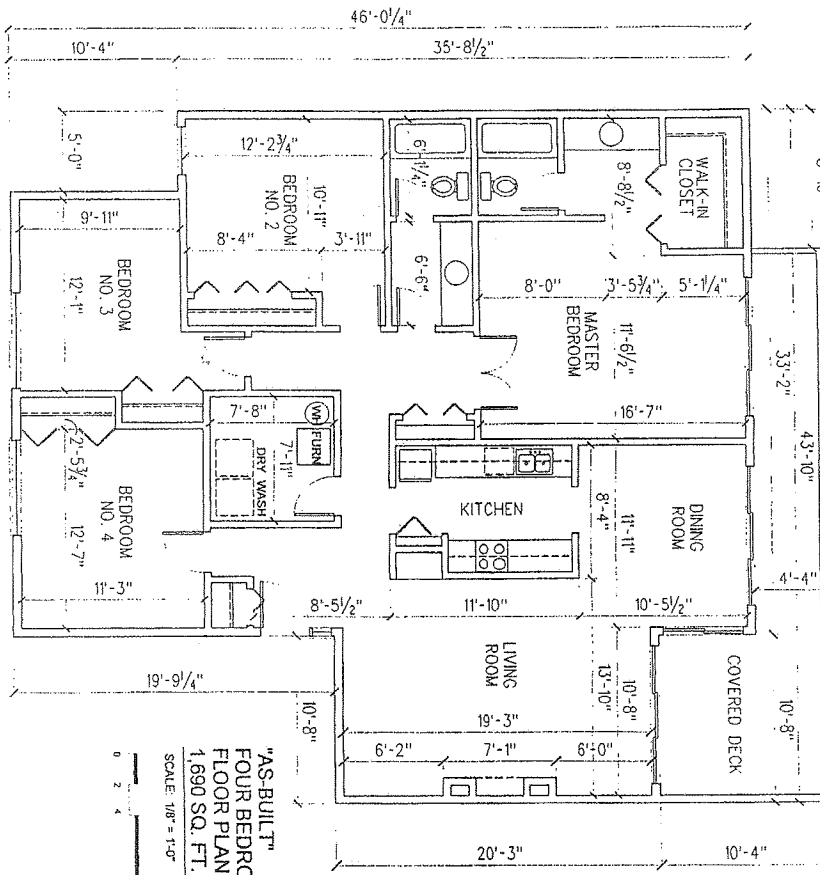
PROJECT NAME

DATE / PROJECT NUMBER  
MAY 17, 2001  
2001-018

SHEET NUMBER

**A.5**

WE HAVE VISITED THE SITE AND VIEWED THE PROPERTY AND TO THE BEST OF OUR KNOWLEDGE THE EXTERIOR WALLS AND ROOF OF THE STRUCTURE ARE IN PLACE AS SHOWN ON THE PLANS AND SUCH WALLS, PARTITIONS, FLOORS AND CEILINGS TO THE EXTENT SHOWN ON THE PLAN CONSTITUTE THE HORIZONTAL BOUNDARIES OF EACH UNIT AND HAVE BEEN SUFFICIENTLY CONSTRUCTED SO AS TO ESTABLISH CLEARLY THE PHYSICAL BOUNDARIES OF EACH UNIT.



"AS-BUILT"  
FOUR BEDROOM  
FLOOR PLAN  
1,690 SQ. FT.



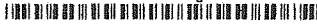
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DATE / PROJECT NUMBER  
MAY 17, 2001  
2001-018

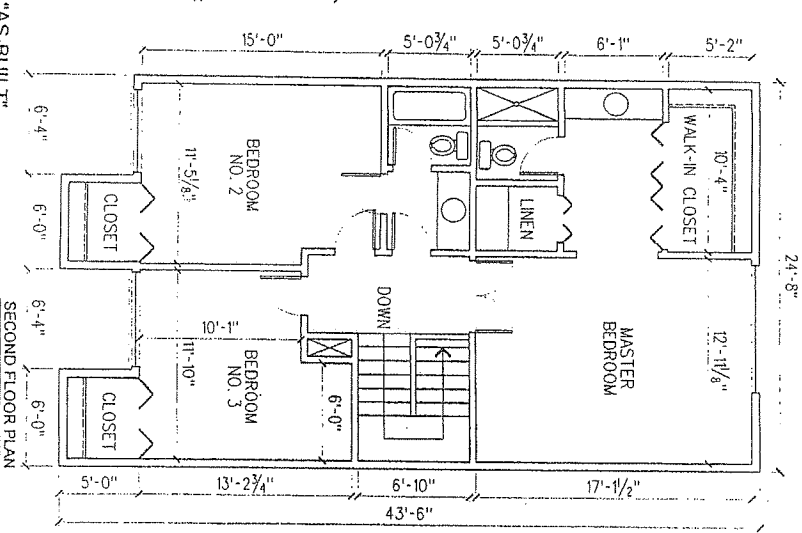
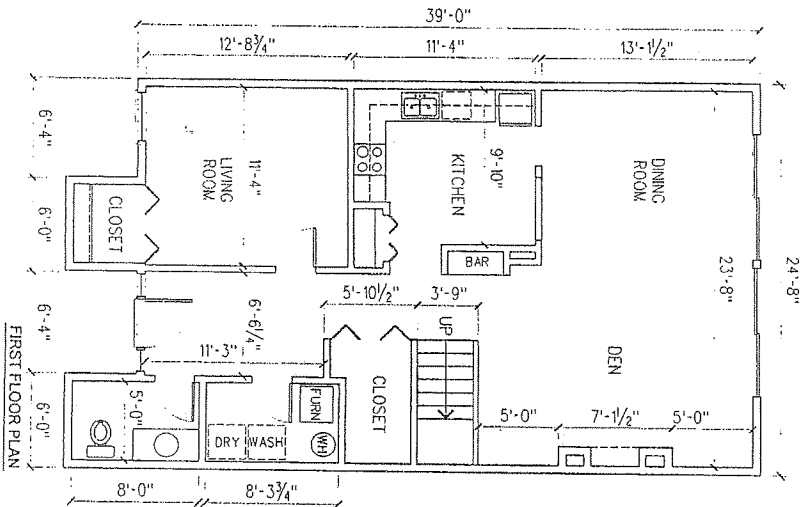
PROJECT NAME  
**SARATOGA LAKE  
CONDOMINIUMS**  
PANTHERSVILLE ROAD  
ATLANTA, GEORGIA

Leslie Keith Johnson, P.A.  
450 Wey Bridge Court  
Kennesaw, Georgia 30144  
Corporate: (404) 401-7515  
Cell Phone: (404) 401-7515  
lejohn@earthlink.net





WE HAVE VISITED THE SITE AND VIEWED THE PROPERTY AND TO THE BEST OF OUR KNOWLEDGE THE EXTERIOR WALLS AND ROOF OF THE STRUCTURE ARE IN PLACE AS SHOWN ON THE PLANS AND SUCH WALLS, PARTITIONS, FLOORS, AND CEILINGS TO THE EXTENT SHOWN ON THE PLAN, CONSTITUTE THE HORIZONTAL BOUNDARIES OF EACH UNIT AND HAVE BEEN SUFFICIENTLY CONSTRUCTED SO AS TO ESTABLISH CLEARLY THE PHYSICAL BOUNDARIES OF EACH UNIT.



"AS-BUILT"  
THREE BEDROOM  
TOWNHOUSE FLOOR PLAN  
2,032 SQ. FT. SCALE: 1/8" = 1'-0"

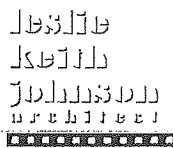


SHEET NUMBER  
**A.6**

DATE / PROJECT NUMBER  
MAY 17, 2001  
2001-018

PROJECT NAME  
**SARATOGA LAKE  
CONDOMINIUMS**  
PANTHERSVILLE ROAD  
ATLANTA, GEORGIA

Leslie Keith Johnson, R.A.  
450 Wynn Bridge Court  
Kennesaw, Georgia 30144  
Telephone: (770) 991-9515  
Cell Phone: (609) 401-7613  
lejohn@earthlink.net









Condominium, are members of the Association. The members shall be entitled to vote for each unit in which they hold the interest required for membership, in accordance with the Declaration.

Article (f) Board of Directors. The affairs of the Corporation shall be governed by a board of directors, the number, qualification, and method of election of which shall be set in the Corporation's bylaws. The method of election and term of office, removal and filling of vacancies shall be as set forth in the Bylaws. The board may delegate such operating authority to such companies, individuals, or committees as it, in its discretion, may determine. The initial board of directors of the corporation shall have two (2) directors, and the names and addresses of the persons who are to serve as the directors are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Teresa Wasson	c/o George F. Maynard Burr & Forman LLP 600 West Peachtree Street, Suite 1200 Atlanta, Georgia 30308
Tina Zohouri	c/o George F. Maynard Burr & Forman LLP 600 West Peachtree Street, Suite 1200 Atlanta, Georgia 30308

Article (g) Liability of Directors. To the fullest extent that the Georgia Nonprofit Corporation Code, as it exists on the date hereof or as it may hereafter be amended, permits the limitation or elimination of the liability of directors, no director of the corporation shall be personally liable to the corporation or its members for monetary damages for breach of duty of care or other duty as a director. No amendment to or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any director of the corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

Article (h) Dissolution. The Corporation may be dissolved only pursuant to a resolution duly adopted by the board of directors and approved by the vote of not less than two-thirds (2/3) of the total eligible votes of the members.

Article (i) Amendments. These Articles of Incorporation may be amended as provided by the Georgia Nonprofit Corporation Code pursuant to a resolution duly adopted by the board of directors and approved by the affirmative vote of the members of the Association entitled to cast at least two-thirds (2/3) of the votes which members present in person or by proxy cast at a meeting of the members of the Association or by a majority of the Association vote, whichever is less; provided that, no members shall be entitled to vote on any amendment to these Articles of Incorporation which is for the sole purpose of complying with the requirements of any governmental or quasi-governmental entity authorized to fund, insure or guarantee mortgages on individual units in the Condominium, which amendment may be adopted by the board of directors acting alone.



EXHIBIT "E"

By-Laws







**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 Members of the Board of Directors (the "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, unless the owners present at a particular meeting vote to suspend Roberts' 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. During the time the Declarant has the right to appoint and remove Directors and officers of the Association, the Board shall be composed of one (1) person. 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) three (3) years after the recording of the Declaration, (2) 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 in writing by Declarant of the authority to appoint and remove officers and Directors of the Association. At the first election of Directors of the Association following the expiration or termination of the Declarant's right to appoint Directors hereunder, the Directors shall be elected for staggered terms 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 Directors, 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 unexcused 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. 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.

**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 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 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 and the Secretary shall keep a minute book recording therein all resolutions adopted by the Board 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 all 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.

**C. Powers and Duties.**

**Section 15. Powers and Duties.** The Board 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, 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 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 common elements as defined in Section 6.1 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, 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. §14-3-302, and using the proceeds to administer the Association;





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 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, if any, 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 and shall have charge of such books and papers as the Board 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. 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.

#### 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 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



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 X Miscellaneous

**Section 1. Notices.** Unless otherwise provided by 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, 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 Code, the Declaration, these Bylaws, and the Articles, 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 Code, the Declaration, these Bylaws, or the Articles, then the provisions of the Act, the Code, as may be applicable, the Declaration, the Articles 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 by 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 DeKalb 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 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 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 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.

**CERTIFICATION**

I, the undersigned, do hereby certify:

That I am the duly appointed and acting Secretary of Saratoga Lake Condominium Association, Inc., a Georgia corporation;

That the foregoing Bylaws constitute the Bylaws of said Association, as duly adopted by the Board of the Association on the \_\_\_\_ day of August, 2002.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this \_\_\_\_ day of August, 2002.

**SARATOGA LAKE CONDOMINIUM  
ASSOCIATION, INC.**

---

Flora Miliki, Secretary

[SEAL]



UNANIMOUS WRITTEN CONSENT IN LIEU OF AN  
ORGANIZATIONAL MEETING OF THE BOARD OF DIRECTORS  
OF SARATOGA LAKE CONDOMINIUM ASSOCIATION, INC.

Pursuant to § 14-3-821 of the Georgia Nonprofit Corporation Code, the undersigned, being all of the initial directors of Saratoga Lake Condominium Association, Inc. (the "Corporation") do hereby consent to the following resolutions:

Acceptance of Articles of Incorporation

RESOLVED, that the Articles of Incorporation of the Corporation, as certified by the Secretary of State, are hereby accepted and approved, and a copy thereof shall be inserted in the minute book of the Corporation and made a part of the minutes of the Corporation.

Adoption of Bylaws

RESOLVED, that the Bylaws attached hereto are hereby adopted for the regulation and management of the business and affairs of the Corporation, and such Bylaws are hereby made a part of the minutes of the Corporation.

Election of Officers

RESOLVED, that each of the following persons is hereby elected to the office set forth opposite his name, to serve in accordance with the Bylaws, until his successor is elected and qualified, or until his earlier death, resignation or removal from office:

<i>Gloria Hammond</i>	<i>President</i>
<i>Flora Maliki</i>	<i>Vice President/Secretary</i>

This written consent shall be filed with the Minutes of the Corporation.

WITNESS the consent of the directors of the Corporation effective as of this \_\_\_\_\_ day of August, 2002.

DIRECTORS:

\_\_\_\_\_  
Flora Maliki

\_\_\_\_\_  
Gloria Hammond

*Linda Carter*

**EXHIBIT "G"**

Linda Carter  
Clerk of Superior Court DeKalb Cty. Ga.  
I hereby certify that the above is a true and correct copy of the original as filed in my office.

TYPE OF UNIT	SQUARE FOOTAGE OF UNIT	UNDIVIDED INTEREST IN COMMON ELEMENTS	NUMBER OF VOTES PER UNIT	SHARE OF LIABILITY FOR COMMON EXPENSES
1 Bedroom	1,054	0.60%	1	0.60%
2 Bedroom	1,214	0.69%	1	0.69%
3 Bedroom	1,506	0.85%	1	0.85%
3 Bedroom Townhouse	2,072	1.15%	1	1.15%
4 Bedroom	1,690	0.96%	1	0.96%