

(a) The expiration of three (3) years after the recording of this Declaration; or

(b) The date as of which eighty percent (80%) of the Units in the Condominium have been conveyed by Declarant to Unit Owners other than a Person or Persons who are officers or members of the Declarant; or

(c) The date as of which the Declarant surrenders the authority to appoint and remove all members of the Board of Directors by express amendment to the Declaration executed and recorded by the Declarant.

#### ARTICLE 23 PERPETUITIES

23.01 Should any of the provisions of this Declaration be unlawful, void or voidable for violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21) years after the date that is ninety (90) years from and after the date of this Declaration.

#### ARTICLE 24 MISCELLANEOUS

24.01 Notices. Notices provided for in the Act, this Declaration or the Articles or By-Laws shall be in writing, and shall be addressed to any Unit Owner at said Unit Owner's Unit at the Condominium or at such other address as may be hereinafter provided by such Unit Owners in writing to the Association. Notices to the Association shall be in writing and addressed to the President of the Association at his or her Unit at the Condominium, or to such other address as may hereafter be provided for by such officer, and a written notice of such change of address furnished to all Unit Owners. Any Unit Owner may designate a different address for notices to him by giving written notice to the Association. Notices addressed as above shall be deemed delivered three business days after mailing by United States Registered or Certified Mail, or when delivered in person. Upon written request to the Association, the holder of any interest in any Unit shall be given a copy of all notices to be given to the Owner whose Unit is subject to such interest.

24.02 Right to Notice, Attend Meetings and Inspection Of Records. Upon written request, any Mortgagee shall have the right to receive a financial statement for the immediately preceding fiscal year.

24.03 Headings. The headings, sections, and subsections in this Declaration and the Articles and By-Laws are for convenience or reference only and shall not in any way be deemed to limit or construe the intent of the parties or interpret the meaning of any document.

24.04 Number and Gender. As used in this Declaration, the singular shall include the plural, the masculine, feminine and neuter pronouns shall be fully interchangeable, where the context so requires.

24.05 Severability. If any provision of this Declaration or the Articles or By-Laws is held invalid, the validity of the remainder of this Declaration and the Articles and By-Laws shall not be affected thereby, and the remainder thereof shall be construed as if such invalid part was never included herein or therein.

24.06 Security. The Association may, but shall not be required to, from time

to time, provide measures or take actions which directly or indirectly improve safety on the Condominium; however, each Owner, for himself or herself and his or her tenants, guests, licensees, and invitees, acknowledge and agree that the Association is not a provider of security and shall have no duty to provide security on the Condominium. It shall be the responsibility of each Owner to protect his or her person and property and all responsibility to provide such security shall lie solely with each Unit Owner. Neither Declarant nor the Association shall be held liable for any loss or damage by reason or failure to provide adequate security or ineffectiveness of safety measures undertaken.

24.07 Dispute Resolution. Prior to filing a lawsuit against the Association, the Board of Directors, or any officer, director or property manager of the Association, a Unit Owner or Occupant must request and attend a hearing with the Board of Directors. Any such request shall be in writing and shall be personally delivered to any member of the Board of Directors or the property manager of the Association, if any. The Owner or Occupant shall, in such request and at the hearing, make a good faith effort to explain the grievance to the Board and resolve the dispute in an amicable fashion, and shall give the Board a reasonable opportunity to address the Owner's or Occupant's grievance before filing suit. Upon receiving a request for a hearing, the Board shall give notice of the date, time and place of the hearing to the person requesting the hearing. The Board shall schedule a hearing for a date not less than seven (7) nor more than twenty-one (21) days from the date of receipt of the request.

24.08 Unit Keys. Each Owner, by acceptance of a deed to a Unit, agrees to provide the Association with a key to the Unit to be used by the Association for maintenance, emergency, security, or safety purposes as provided in this Declaration and for pest control, if necessary, as provided in Section 25.05 of this Declaration. Neither the Declarant nor the Association shall be liable for any loss or damage due to its holding such key or use of such key for the purposes described above, and each Unit Owner shall indemnify and hold harmless the Declarant, the Association and its officers and directors against any and all expenses, including attorney's fees, reasonably incurred by or imposed upon the Declarant, the Association or its officers or directors in connection with any action, suit, or other proceeding (including settlement of any such action, suit or proceeding) brought by the Unit Owner or the Unit Owner's family, tenants, guests, employees, invitees, or licensees against the Declarant, the Association, its officers or directors, arising out of or relating to its holding or use of such key for the purposes described above.

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

24.10 Rights and Obligations. Each successor in title to the Declarant with respect to any part of the Property, by the acceptance of a Deed of Conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges created or reserved by this Declaration. All rights, benefits and privileges hereby imposed shall be deemed and taken to be covenants running with the land, and shall be binding upon and inure to the benefit of any person having any interest or estate in the property, or any portion thereof.

24.11 No Liability for Loss or Damage. Neither the Declarant nor the Association shall be held liable for loss or damage to any property, including, but not limited to, any vehicle and any items in any vehicle placed or kept in any parking space in the Condominium. Nor shall the Declarant or the Association be held liable for loss or damage to any property, including water damage, to any vehicle and any items in any vehicle placed or kept in any parking space in the Condominium, or any items placed or kept in any storage space in the Condominium. Each Owner or Occupant with use of a parking space or storage space who places or keeps a vehicle and/or any personal property in the vehicle, parking space, or storage space does so at his or her own risk.

ARTICLE 25  
EXPANSION OF CONDOMINIUM

25.01 Expansion of Condominium. Declarant shall have the right, but not the obligation, to expand the Condominium by adding to the Condominium as part of the Common Elements and subject to the Condominium Instruments the Additional Property referenced in this Declaration, which Additional Property is composed of the Tract 2 (containing twenty square feet, more or less) designated and delineated on Sheet 2 of the Plat of Survey dated February 18, 2008, prepared for Riverside on Edelweiss Condominiums, by Construction Engineering Services, Inc., Clarkesville, Georgia, and James W. Wooley, Georgia Registered Land Surveyor No. 1478, recorded in Condominium Plat Book 1C, pages 87-88, Office of Clerk, Superior Court, White County, Georgia (a copy of which is attached hereto as Exhibit "A-1"), which plat has been prepared in accordance with Official Code of Georgia Annotated Section 44-3-83 and has been filed contemporaneously herewith in said Condominium Plat Book, which is incorporated herein by this reference. This option shall expire seven (7) years from the date of the recording of this Declaration. Such expansion under this Section shall be accomplished and effected by the Declarant's executing and recording an amendment to this Declaration which makes reference to the Plats and Plans which are attached hereto without the necessity of further amending or modifying said Plats and Plans. Each Unit in the Condominium shall be allocated an undivided one-fifteenth (1/15th) interest in the additional area added to the Common Elements by such expansion.

ARTICLE 26  
MORTGAGEE'S RIGHTS

26.01 Mortgagee's Rights.

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

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

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

(iii) Partition or subdivide any Unit in any manner inconsistent with the provisions of this Declaration;

(iv) By act or omission seek to abandon, partition, subdivide,

encumber, sell, or transfer the Common Elements (the granting of easements and licenses, as authorized herein, shall not be deemed a transfer within the meaning of this clause); or

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

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

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

#### ARTICLE 27 SUCCESSOR DECLARANTS

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

#### ARTICLE 28 DISCLOSURES

28.01 Each Owner and Occupant acknowledge the following:

(a) The Condominium is located adjacent to thoroughfares that may be affected by traffic and noise from time to time and may be improved or widened in the future;

(b) The views from an Owner's Unit may change over time due to, among other circumstances, additional development and the removal or addition of landscaping;

(c) No representations are made regarding the zoning of adjacent property, or that the category to which adjacent property is zoned may not change in the future;

(d) No representations are made regarding the schools or other cultural amenities or the providers of goods and services that currently or in the future may serve the Unit;

(e) Since in every neighborhood there are conditions which different

people may find objectionable, it is acknowledged that there may be conditions outside of the Condominium property that a Unit Owner or Occupant may find objectionable and that it shall be the sole responsibility of the Owners and Occupants to become acquainted with neighborhood conditions which could affect the Unit;

(f) No representations are made that the Unit is or will be soundproof or that sound may not be transmitted from one Unit to another, or into a Unit from the Common Elements or the surrounding property;

(g) The Condominium floor plans and the dimensions and any square footage calculations shown thereon are only approximations. Any Unit Owner who is concerned about any representations regarding the floor plans should do his or her own investigation as to the dimensions, measurements and square footage of his or her Unit;

(h) All Owners and Occupants acknowledge and understand that the Declarant may from time to time be expanding the Condominium and/or renovating portions of the Condominium, and engaging in construction activities related to such expansion and/or renovation. Such expansion, renovation and construction activities may, from time to time, produce certain conditions on the Condominium, including, without limitation: (i) noise or sound that is objectionable because of its volume, duration, frequency or shrillness; (ii) smoke; (iii) noxious, toxic, or corrosive fumes or gases; (iv) obnoxious odors; (v) dust, dirt or flying ash; (vi) temporary interruption of utilities; or (vii) other conditions that may threaten the security or safety of Persons on the Condominium, or any combination thereof. Notwithstanding the foregoing, all Owners and Occupants agree that such conditions on the Condominium property resulting from expansion, renovation and construction activities shall not be deemed a nuisance and shall not cause Declarant and its agents to be deemed in violation of any provision of the Declaration; and

(i) Each Owner acknowledges that Declarant and its affiliates may provide services utilized by communities such as this Condominium including, but not limited to, management services. Each Owner consents and agrees that the Association may enter into service contracts with Declarant and its affiliates.

ARTICLE 29  
PREPARER

29.01 This Declaration was prepared by K. Grant Keene, Attorney at Law, P.O. Box 246, Cleveland, Georgia 30528 (60 South Main Street).


(Signatures on Following Page)

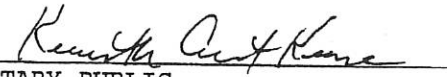
IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal, the day and year above written.

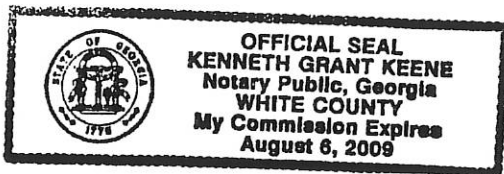
Signed, sealed and delivered  
in the presence of:

EDELWEISS RIVER TOWN HOMES, LLC, (SEAL)  
a Georgia Limited Liability Company

  
WITNESS

By:  (Seal)  
LEE A. FINCH, as Manager

  
NOTARY PUBLIC  
(SEAL)  
My Commission Expires: \_\_\_\_\_

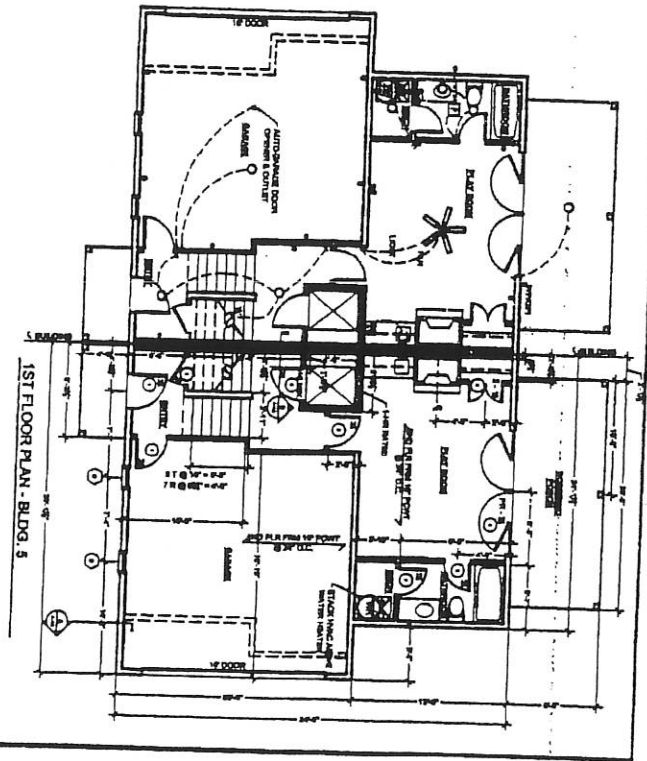
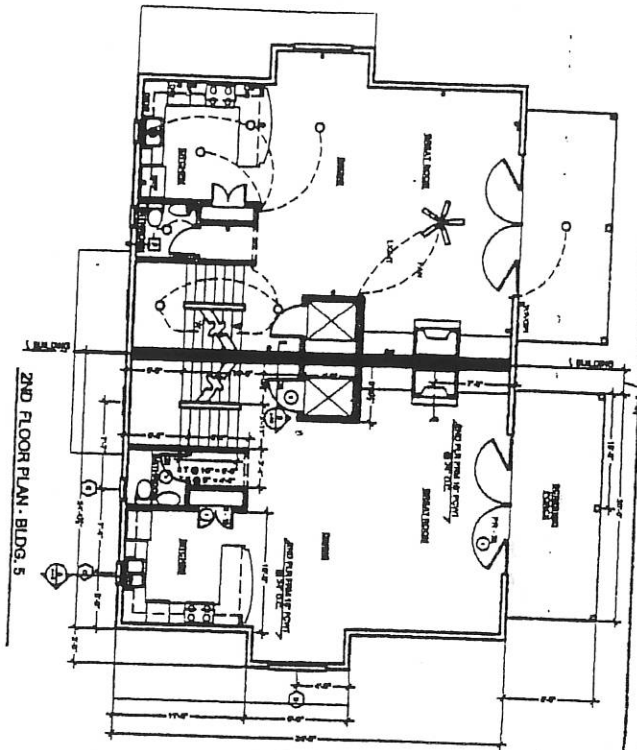
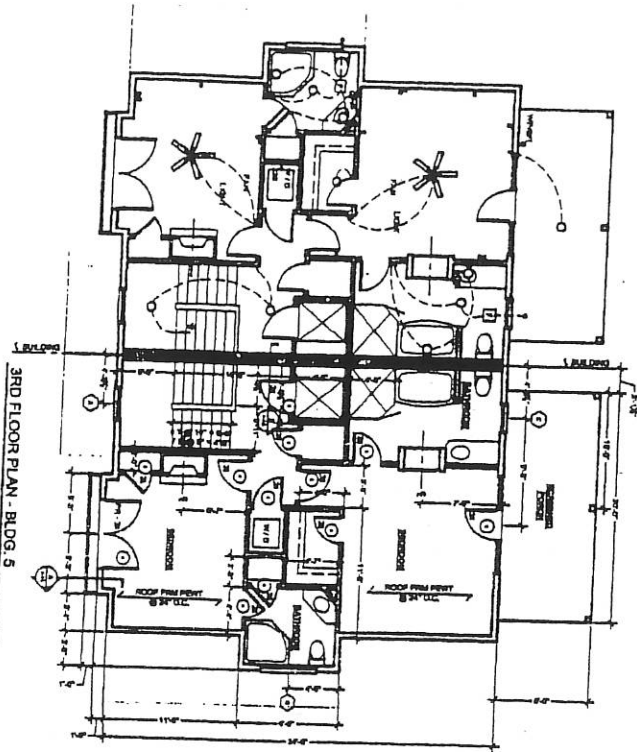


DESCRIPTION OF SUBMITTED PROPERTY

All that tract or parcel of Land lying and being in Land Lot 39 of the 3rd Land District of White County, Georgia, and in the City of Helen, Georgia, and being the Tract 4, containing 1.803 acres, more or less, as designated and delineated on that certain Plat of Survey dated February 18, 2008, prepared for Riverside on Edelweiss Condominiums, by Construction Engineering Services, Inc., Clarkesville, Georgia, and James W. Woolley, Georgia Registered Land Surveyor No. 1478, recorded in Plat Book 1C, pages 87 - 88, Office of Clerk, Superior Court, White County, Georgia, a copy of which is attached hereto as Exhibit "A-1". Reference is hereby made to said Plat of Survey and the record thereof for a more complete description. Said Plat of Survey is herein referred to as the "Plat" or the "Condominium Plat."

Said Tract being having situated thereon the fifteen (15) Units intended for independent ownership and use and as substantially shown upon those certain plans prepared for Riverside on Edelweiss Condominiums, dated October 31, 2006, by Wright Mitchell & Associates, Inc., Roswell, Georgia, and Thomas H. Wright, Jr., Georgia Registered Architect No. 3642, containing seven sheets in total, and filed contemporaneously herewith in Condominium Plat Book 1C, pages 89 - 95, Office of Clerk, Superior Court, White County, Georgia, which are incorporated herein by this reference (said plans are herein referred to as the "Plans" or the "Condominium Plans"), a copies of which is attached hereto as Exhibit "A-2".

Also conveyed is a non-exclusive easement for ingress and egress and for public utilities over and through the Tract 1 (containing 132 square feet, more or less) and the Tract 3 (containing 3,649 square feet, more or less) designated and delineated on the above-referenced Plat of Survey.

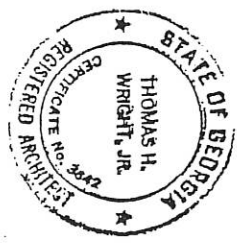


**EXPLANATORY FOOTNOTES:**

1. The architect is not responsible for the design of the building, including the design of the structure, the design of the mechanical, electrical, plumbing, and fire protection systems, or the design of the interior finishes. The architect is responsible for the design of the building envelope, the design of the exterior finishes, and the design of the site work.

2. The architect is not responsible for the design of the building, including the design of the structure, the design of the mechanical, electrical, plumbing, and fire protection systems, or the design of the interior finishes. The architect is responsible for the design of the building envelope, the design of the exterior finishes, and the design of the site work.

3. The architect is not responsible for the design of the building, including the design of the structure, the design of the mechanical, electrical, plumbing, and fire protection systems, or the design of the interior finishes. The architect is responsible for the design of the building envelope, the design of the exterior finishes, and the design of the site work.



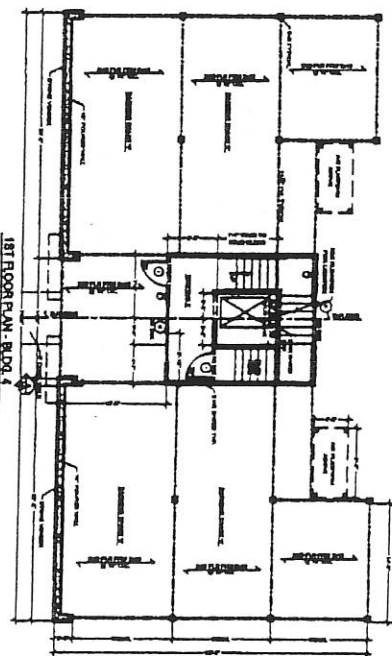
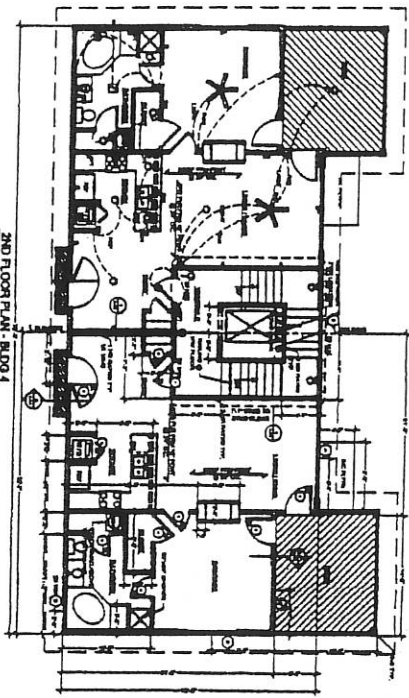
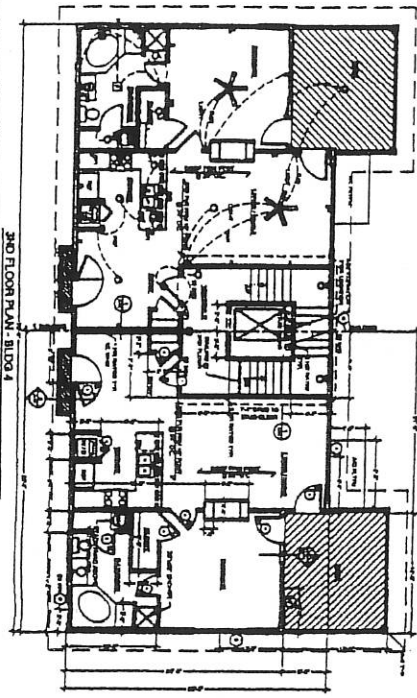
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**Wright Mitchell & Associates Inc**  
 1104 Green Ridge Rd.  
 Marietta, GA 30067

**RIVERSIDE ON EDELWEISS CONDOMINIUMS**  
 HELEN, GEORGIA

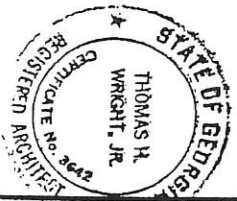
EXHIBIT "A-2"





**CONSTRUCTIONAL PLAN IDENTIFICATION**  
 The undersigned, Thomas H. Wright, Jr., an architect registered in the State of Georgia, hereby certifies that the above described plans were prepared by him or under his direct supervision and that he is a duly licensed architect in the State of Georgia. He further certifies that the above described plans were prepared in accordance with the provisions of the Georgia Building Code and the Georgia Building Code Act of 1970, and that the same comply with the provisions of the Georgia Building Code and the Georgia Building Code Act of 1970. He further certifies that the above described plans were prepared in accordance with the provisions of the Georgia Building Code and the Georgia Building Code Act of 1970, and that the same comply with the provisions of the Georgia Building Code and the Georgia Building Code Act of 1970.

*THOMAS H. WRIGHT, JR.*  
 ARCHITECT

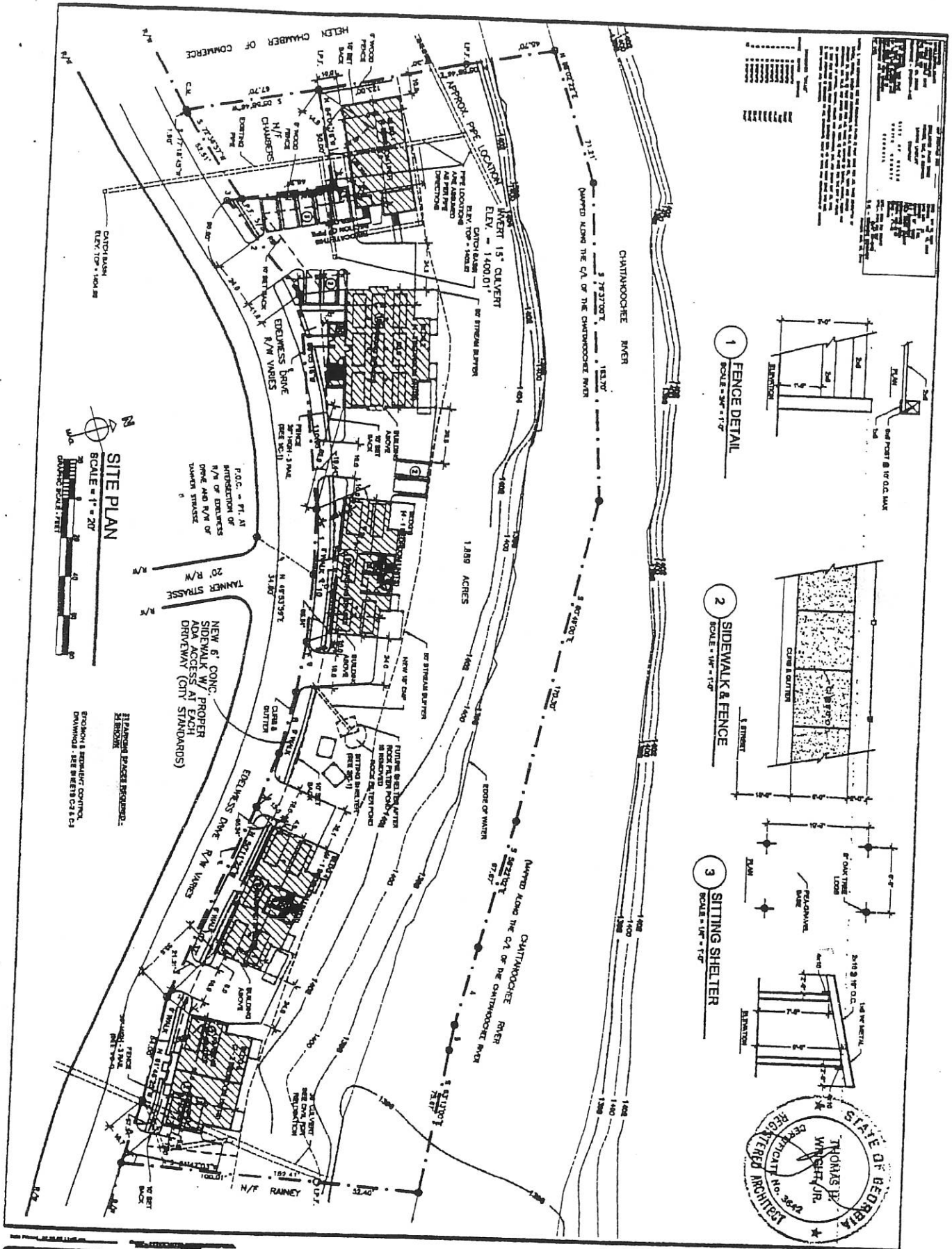


A-4.1

**Wright Mitchell & Associates Inc**

**RIVERSIDE ON EDELWEISS CONDOMINIUMS  
 HELEN, GEORGIA**

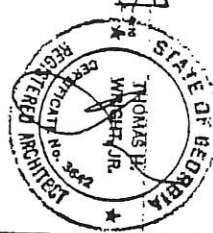
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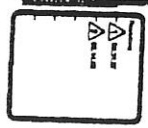
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2 SIDEWALK & FENCE  
SCALE = 1/4" = 1'-0"

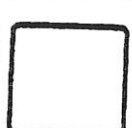
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Project Name	Riverside on Edelweiss Condominiums
Client	Wright Mitchell & Associates Inc.
Scale	1" = 20'
Date	1/15/2024
Sheet No.	C-1



**Wright Mitchell & Associates Inc**  
 1774 College Drive, NE  
 Atlanta, GA 30329  
 (404) 525-1100

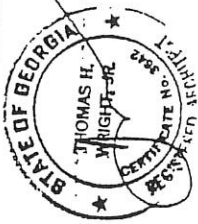


**RIVERSIDE ON EDELWEISS CONDOMINIUMS  
 HELEN, GEORGIA**

RIVERSIDE ON EDELWISS CONDOMINIUMS  
HELEN, GEORGIA

Wright Mitchell &  
Associates Inc  
1700 Peachtree Road, N.E.  
Atlanta, GA 30309  
(404) 525-4888

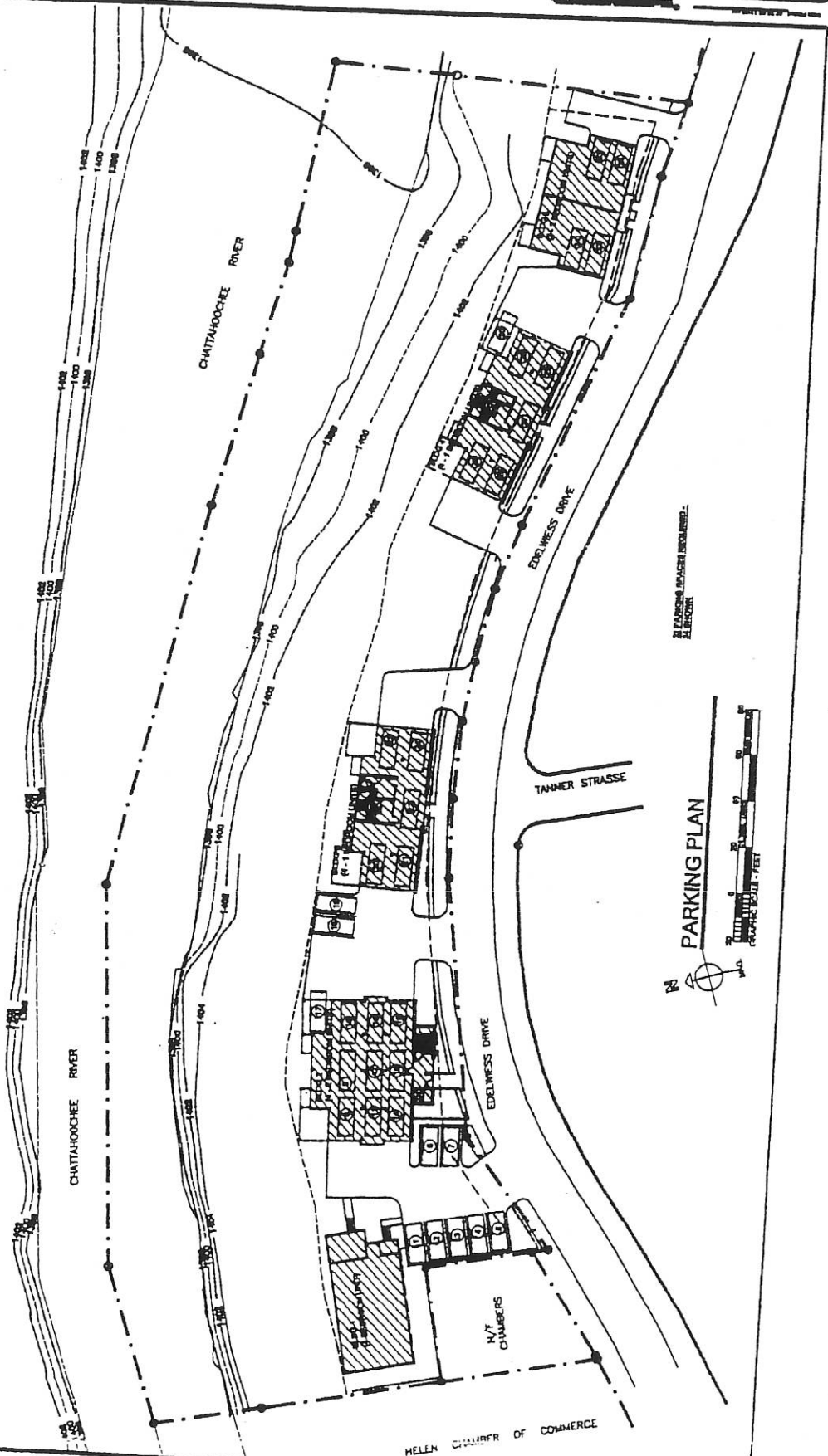
PARKING



- 16. GUEST
- 17. BUILDING 3 UNIT 102
- 18. BUILDING 3 UNIT 101
- 19. GUEST
- 20. GUEST
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- 22. BUILDING 3 UNIT 102
- 23. BUILDING 4 UNIT 101
- 24. BUILDING 4 UNIT 102
- 25. GUEST
- 26. BUILDING 4 UNIT 101
- 27. GUEST
- 28. BUILDING 4 UNIT 102
- 29. GUEST
- 30. GUEST
- 31. GUEST
- 32. GUEST
- 33. GUEST
- 34. GUEST

- PARKING ASSIGNMENT
- 1. BUILDING ONE
  - 2. BUILDING ONE
  - 3. BUILDING ONE
  - 4. GUEST
  - 5. GUEST
  - 6. GUEST
  - 7. BUILDING 2 UNIT 201
  - 8. BUILDING 2 UNIT 201
  - 9. GUEST
  - 10. GUEST
  - 11. BUILDING 3 UNIT 102
  - 12. BUILDING 3 UNIT 101
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  - 16. GUEST
  - 17. GUEST

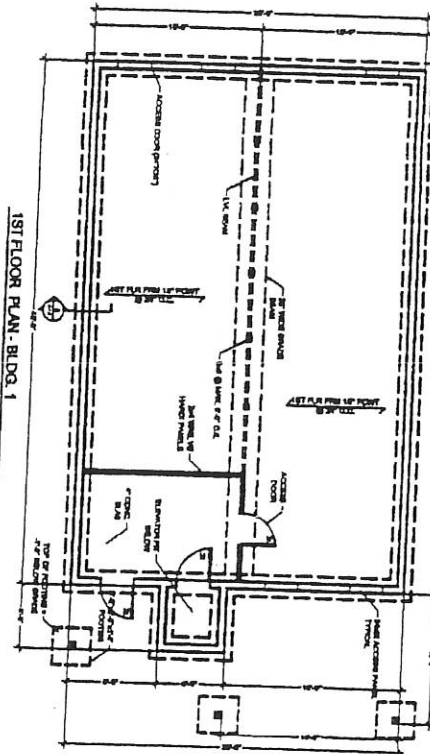
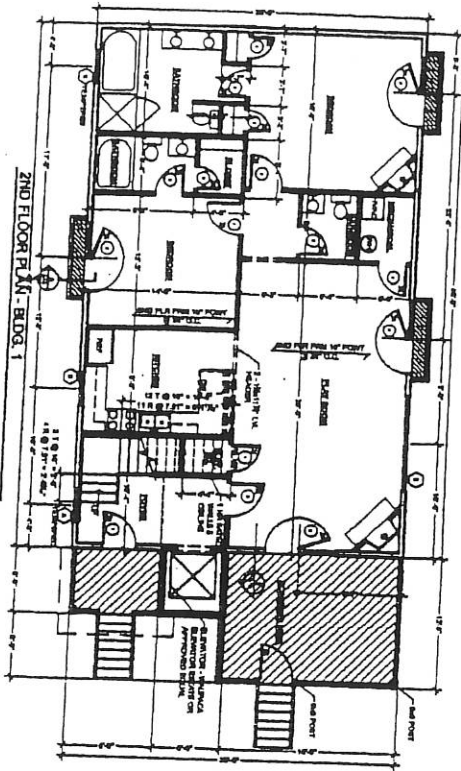
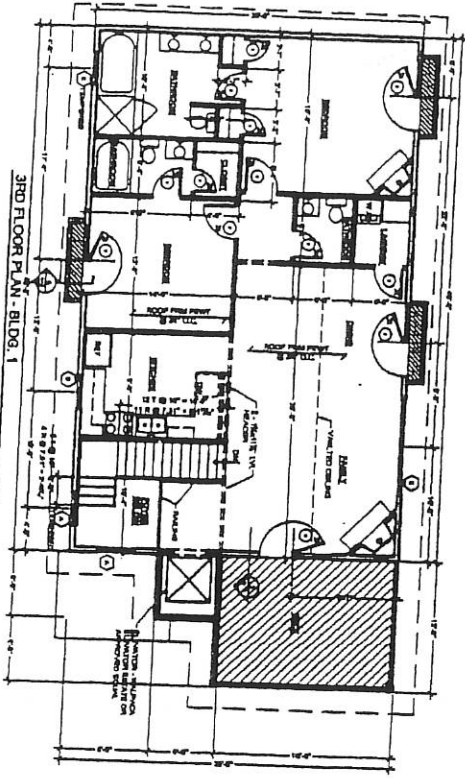
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5	GUEST	100	100	100
6	GUEST	100	100	100
7	BUILDING 2 UNIT 201	100	100	100
8	BUILDING 2 UNIT 201	100	100	100
9	GUEST	100	100	100
10	GUEST	100	100	100
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12	BUILDING 3 UNIT 101	100	100	100
13	BUILDING 3 UNIT 102	100	100	100
14	BUILDING 3 UNIT 101	100	100	100
15	BUILDING 3 UNIT 201	100	100	100
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17	GUEST	100	100	100



IF EXISTING SPACES REQUIRED -  
SEE SHEET

HELEN COLLEGE OF COMMERCE

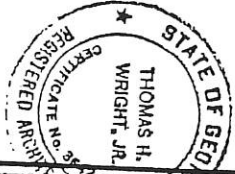




**EXHIBIT "A-2" ARCHITECTURE**

THE UNDERSIGNED, THOMAS H. WRIGHT, JR., ARCHITECT, HAS PREPARED THE ARCHITECTURAL DRAWINGS SHOWN HEREON FOR THE PROJECT DESCRIBED ABOVE. I HEREBY CERTIFY THAT I AM A LICENSED ARCHITECT IN THE STATE OF GEORGIA AND THAT I AM THE AUTHOR OF THE ARCHITECTURAL DRAWINGS SHOWN HEREON. I HAVE NOT BEEN ADVISED OF ANY VIOLATION OF ANY OF THE RULES AND REGULATIONS OF THE BOARD OF ARCHITECTURE OF THE STATE OF GEORGIA. I HAVE NOT BEEN ADVISED OF ANY VIOLATION OF ANY OF THE RULES AND REGULATIONS OF THE BOARD OF ARCHITECTURE OF THE STATE OF GEORGIA. I HAVE NOT BEEN ADVISED OF ANY VIOLATION OF ANY OF THE RULES AND REGULATIONS OF THE BOARD OF ARCHITECTURE OF THE STATE OF GEORGIA.

THOMAS H. WRIGHT, JR.  
3/22/11

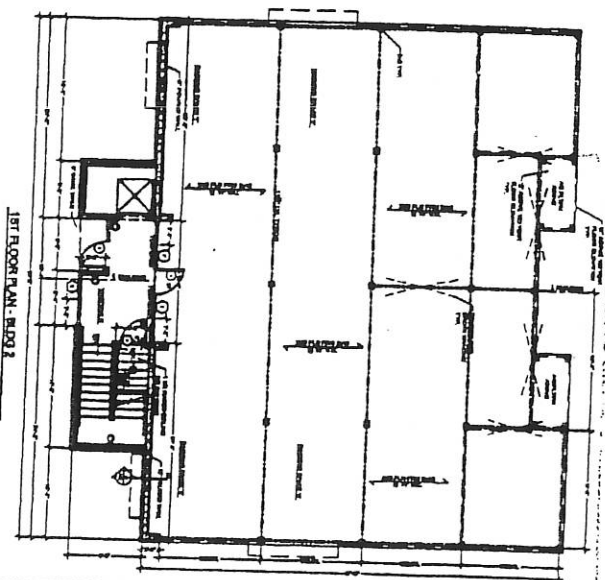
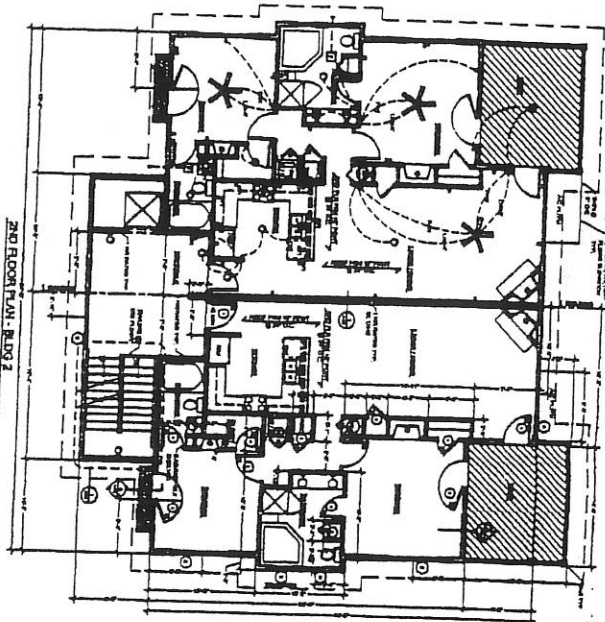
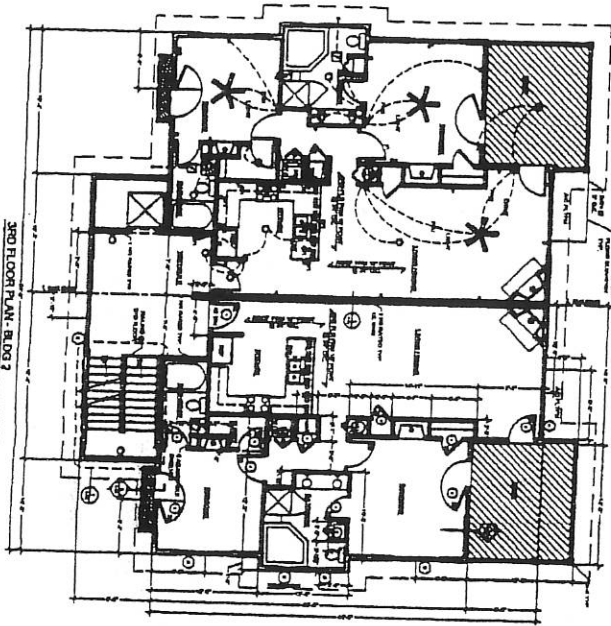


**Wright Mitchell & Associates Inc**

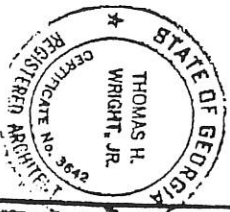
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**RIVERSIDE ON EDELWEISS CONDOMINIUMS  
HELEN, GEORGIA**

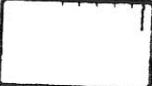
EXHIBIT "A-2"



THE UNDERSIGNED, THOMAS H. WRIGHT, JR., do hereby certify that the  
 above described floor plan is a true and correct copy of the original  
 as shown to me by the architect, Wright Mitchell & Associates Inc.,  
 and that the same has been filed for record in the office of the  
 Registrar of Deeds, State of Georgia, at the County Office,  
 in the City of Atlanta, Georgia, on this 14th day of August, 1982.  
 THOMAS H. WRIGHT, JR.  
 Registrar of Deeds, State of Georgia



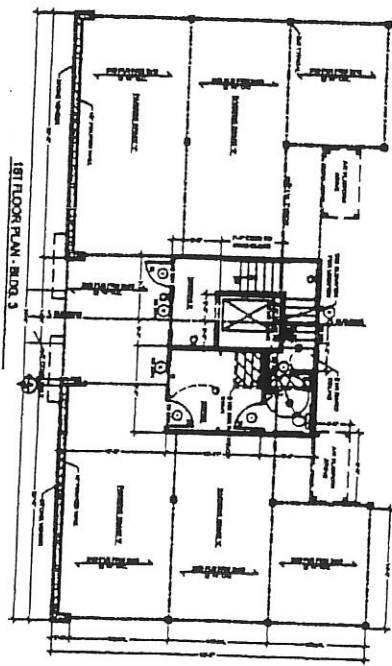
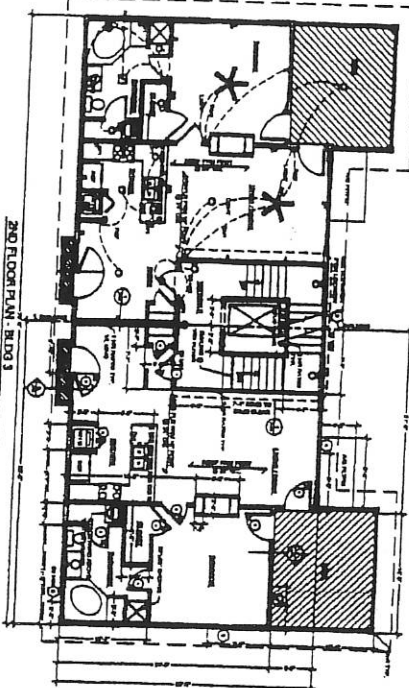
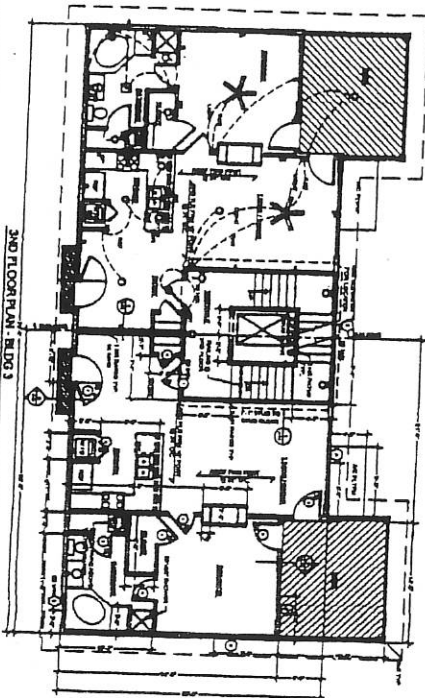
A-2.1



**Wright Mitchell & Associates Inc**  
 1770 Peachtree Dunwoody Rd.  
 Atlanta, Georgia 30329  
 Phone 404-412-7700  
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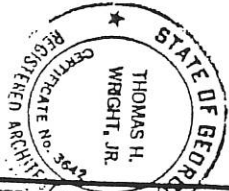
**RIVERSIDE ON EDELWEISS CONDOMINIUMS**  
 HELEN, GEORGIA



**DISCLAIMER:**

The undersigned, Thomas H. Wright, Jr., is hereby certifying that the drawings, specifications, and contract documents herein are true and correct copies of the original drawings, specifications, and contract documents as they were prepared by the undersigned or on his behalf, and that he is the author of the same. He further certifies that he is a duly licensed Professional Architect in the State of Georgia, and that he is the author of the same. He further certifies that he is the author of the same. He further certifies that he is the author of the same.

*Thomas H. Wright, Jr.*



A-3.1

**Wright Mitchell & Associates Inc**  
 1174 Edison Drive NE  
 Atlanta, GA 30309

**RIVERSIDE ON EDELWEISS CONDOMINIUMS  
 HELEN, GEORGIA**

EASEMENTS AND OTHER MATTERS TO WHICH THE SUBMITTED PROPERTY SUBJECT

1. Declarant declares that the submitted property described in the Exhibit "A" of this Declaration is submitted to this Declaration SUBJECT TO:

(a) Existing easements for public utilities, including, but not limited to existing easements appurtenant to such structures or devices evidencing such easements shown on the Plat of Survey of the submitted property referenced in Exhibit "A";

(b) The existing slope, fill and drainage easements appurtenant to the right-of-way of the Edelweiss Drive (also known as Edelweiss Strasse) shown on said Plat of Survey of the submitted property referenced in Exhibit "A";

(c) The rights of upper and lower riparian owners in and to the waters of the Chattahoochee River and any creek, branch or stream, crossing or adjoining the submitted property, and the natural flow thereof, free from diminution or pollution; and

(d) Federal, State and local rules and regulations governing the use of the submitted property, including without limitation, that part of the submitted property lying within the 50-foot stream buffer and that part of the submitted property submerged beneath the waters of the Chattahoochee River.

2. Declarant expressly reserves for Declarant, and for Declarant's successors and assigns, the right, power and authority to reconstruct, and alter any and all drainage pipes and other drainage structures lying within the submitted property.

3. Declarant expressly reserves for Declarant, and for Declarant's successors and assigns, the right, power and authority to dedicate and convey any and all drainage pipes and other drainage structures lying within the submitted property, together with reasonable easements appurtenant thereto, to the City of Helen, or to any other unit of government or agency.



DESCRIPTION OF ADDITIONAL PROPERTY

All that tract or parcel of Land lying and being in Land Lot 39 of the 3rd Land District of White County, Georgia, and in the City of Helen, Georgia, and being the Tract 2, containing twenty (20) square feet, more or less, designated and delineated on that certain Plat of Survey dated February 18, 2008, prepared for Riverside on Edelweiss Condominiums, by Construction Engineering Services, Inc., Clarkesville, Georgia, and James W. Woolley, Georgia Registered Land Surveyor No. 1478, recorded in Plat Book 1C, pages 87 - 88, Office of Clerk, Superior Court, White County, Georgia, a copy of which is attached hereto as Exhibit "A-1". Reference is hereby made to said Plat of Survey and the record thereof for a more complete description. Said Plat of Survey is herein referred to as the "Plat" or the "Condominium Plat."

EXHIBIT "D"

BYLAWS  
OF  
RIVERSIDE ON EDELWEISS CONDOMINIUM ASSOCIATION, INC.

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BYLAWS  
OF  
RIVERSIDE ON EDELWEISS CONDOMINIUM ASSOCIATION, INC.

ARTICLE 1 - Name, Membership, Applicability and Definitions

1.1 Name. The name of the corporation shall be Riverside on Edelweiss Condominium Association, Inc. (hereinafter sometimes referred to as the "Association").

1.2 Membership. The Association shall have one class of membership, as is more fully set forth in that certain Declaration of Condominium for Riverside on Edelweiss Condominiums (such Declaration, as amended, renewed, or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), the terms of which pertaining to membership are specifically incorporated by reference herein.

1.3 Definitions. The words used in these Bylaws shall have the same meaning as set forth in the Declaration, unless the context shall prohibit.

ARTICLE 2 - Association Meetings: Quorum, Voting, Proxies

2.1 Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the members as may be designated by the Board of Directors, either in the Community or as convenient thereto as possible and practical.

2.2 Annual Meetings. There shall be an annual meeting of the members at such date, place and time as the Board of Directors shall determine to receive the reports of the outgoing Board of Directors, to install Directors for the ensuing year and to transact such other business as may come before the meeting.

2.3 Special Meetings. The President or the Board of Directors may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association upon the delivery of a petition signed and dated by members entitled to cast at least twenty-five percent (25%) of the Total Association Vote and describing the purpose or purposes for which it is to be held. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose(s) thereof. No business shall be transacted at a special meeting, except those matters that are within the purpose or purposes described in the notice.

2.4 Record Date. The Board of Directors shall fix in advance a record date for a determination of members entitled to notice of and to vote at any meeting of members or any adjournment thereof, or to make a determination of members for any other purpose, such date to be not more than seventy (70) days before the date on which the particular action requiring such determination of members is to be taken.

2.5 Notice of Meetings. It shall be the duty of the Secretary to mail or to cause to be delivered to the Unit of each member (as shown in the records of the Association as of the record date) a notice of each annual or special meeting of the Association stating the date, time and place where it is to be held and if and to the extent required by the Georgia Nonprofit Corporation Code (O.C.G.A. Section 14-3-101, et seq.) or other applicable law (the "Governing Law"), the purpose(s) thereof. If an Owner wishes notice to be given at an address other than the Unit, the Owner shall designate by notice in writing to the Secretary such other address. Notices shall be mailed or delivered not less than ten (10) days (or if notice is mailed by other than

firstclass or registered mail, thirty (30) days, nor more than sixty (60) days, before the meeting. If any meeting of the members is adjourned to a different date, time or place, notice need not be given of the new date, time or place, if the new date, time or place is announced at the meeting before adjournment. If, however, a new record date is or must be fixed under the Governing Law notice of the adjourned meeting shall be given to persons who are members of record as of the new record date.

2.6 Waiver of Notice. Waiver of notice of a meeting of the members shall be deemed the equivalent of proper notice. Any member may, in writing, signed by the member, waive notice of any meeting of the members, either before or after such meeting. Attendance at a meeting by a member, whether in person or by proxy, shall be deemed a waiver by such member of lack of notice or defective notice, unless such member specifically objects to lack of proper notice at the time the meeting is called to order.

2.7 Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

2.8 Membership List. After the record date for any meeting is established by the Board of Directors, the Secretary shall prepare an alphabetical list of the names and addresses of all of the members who are entitled to notice of the meeting. Beginning at least two business days after notice is given of the meeting for which the list was prepared, the list of members shall be available for inspection by any member or a member's agent or attorney at the Association's principal office or at such other reasonable place as may be specified in the notice. In addition, the list shall be available for inspection at the meeting or any adjournment thereof.

2.9 Voting. The voting rights of the members shall be as set forth in the Articles of Incorporation and the Declaration, and such voting rights are specifically incorporated herein.

2.10 Proxies. At all meetings of members, each member may vote in person or by proxy. All proxy appointment forms shall be in writing, dated, and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon: (a) receipt of notice by the Secretary of the death or judicially declared incompetence of a member; (b) receipt by the Secretary of written revocation signed by the member; (c) receipt by the Secretary of a subsequent appointment form signed by the member; (d) attendance by the member and voting in person at any meeting; or (e) the expiration of 11 months from the date of the proxy appointment form.

2.11 Quorum. The presence, in person or by proxy, of members entitled to cast at least twenty-five percent (25%) of the votes entitled to be cast at the meeting shall constitute a quorum at all meetings of the Association. The members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

2.12 Action Without A Formal Meeting. Any action required or permitted to be approved by the members may be approved without a meeting if one or more consents, in writing, setting forth the action so taken, shall be signed and dated by members (including the

Declarant, if the consent of the Declarant is required) holding the voting power required to pass such action at a meeting held on the record date for such action. The record date for such action shall be the date that the first member signs a consent. Such action shall be approved when the Secretary receives a sufficient number of such consents dated within 70 days of the record date for such action. If less than unanimous consent is obtained, the approval shall be effective ten (10) days after the Secretary gives written notice of the approval to all members who did not sign a consent. Each signed consent shall be included in the minutes of meetings of members filed in the permanent records of the Association.

2.13 Action By Written Ballot. Any action that may be taken at any annual, regular or special meeting of members may be taken without a meeting if approved by written ballot as provided herein. The Association shall deliver a written ballot to each member entitled to vote on the matter. The written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. All solicitations for votes by written ballot shall: (a) indicate the number of responses needed to meet the quorum requirements; (b) state the percentage of approvals necessary to approve each matter other than election of directors; (c) and specify the time by which a ballot must be received by the Association in order to be counted. A timely written ballot received by the Association may not be revoked. Approval by written ballot of an action shall only be valid when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting held to authorize such 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. The results of each action by written ballot shall be certified by the Secretary and shall be included in the minutes of meetings of members filed in the permanent records of the Association.

### ARTICLE 3 - Board of Directors: Number, Powers, Meetings

3.1 Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors. Directors shall be natural persons who are 18 years of age or older. Except for directors appointed by the Declarant, each director must reside in the Community and be a member or the spouse of a member; provided, however, no Person may serve on the Board at the same time with such Person's spouse or any co-Owner or Occupant of such Person's Unit.

3.2 Directors Appointed by Declarant. The Declarant shall have the right to appoint or remove any member or members of the Board of Directors or any officer or officers of the Association until such time as the first of the following events shall occur: (a) the expiration of five (5) years after the date of the recording of the Declaration; (b) the date on which all of the Units planned by Declarant to be a part of the Community shall have been conveyed to an Owner for occupancy as a residence; or (c) the surrender by Declarant in writing of the authority to appoint and remove directors and officers of the Association. The directors appointed by the Declarant need not be Owners or residents in the Community. The total number of Units planned by Declarant for the Community shall initially be the number of Units shown on the Declarant's land use plan for the development as it may be amended from time to time. Inclusion of property on the land use plan shall not obligate the Declarant to subject such property to the Declaration, nor shall exclusion of property from the initial land use plan bar Declarant from subjecting such property to the Declaration. The final total number of Units planned for the Community shall be the actual number of Units shown on the recorded subdivision plats for the Community regardless of any different number of Units shown from time to time on the land use plan. The Declarant shall notify the Association when the final subdivision plat for the Community has been recorded.

3.3 Number of Directors. During the period that the Declarant has the right to appoint and remove the officers and directors of the Association as provided above, the Board of Directors shall consist of from one to three members as determined by Declarant in writing from time to time. Thereafter, the Board shall consist of three members, who shall be elected as provided below.

3.4 Nomination of Directors. Elected directors may be nominated from the floor, if a meeting is held for the election of directors and may also be nominated by a nominating committee, if established by the Board. All candidates shall have a reasonable opportunity to communicate their qualifications to the members and to solicit votes.

3.5 Election and Term of Office. After the Declarant's right to appoint directors and officers terminates, the Association shall call a special meeting (or take action under Section 2.12 or Section 2.13 in lieu of a meeting) and the members shall elect three (3) directors. The members of the Board of Directors shall hold office for one (1) year and shall continue in office until their respective successors shall have been elected and take office. At annual meetings of the membership thereafter (or pursuant to Section 2.12 or Section 2.13 in lieu of a meeting), directors shall be elected. The three (3) candidates receiving the most votes shall be elected.

3.6 Removal of Directors. At any annual, regular or special meeting of the Association, any one or more of the members of the Board of Directors elected by the members may be removed, with or without cause, by a majority of the Total Association Vote and a successor may then and there be elected to fill the vacancy thus created. The notice of the meeting shall state that the purpose, or one of the purposes, of the meeting is removal of a director. A director whose removal by the members has been proposed shall be given an opportunity to be heard at the meeting. Additionally, any director who has three consecutive unexcused absences from Board meetings or who is delinquent in the payment of an assessment for more than 30 days may be removed by a majority vote of the remaining directors.

3.7 Vacancies. Vacancies in the Board of Directors caused by any reason, excluding the removal of a director by vote of the Association, shall be filled by a vote of the majority of the remaining directors. Each Person so selected shall serve the unexpired portion of the term.

3.8 Organization Meetings. The first meeting of a newly elected Board of Directors shall be held within ten days after the election at such time and place as the directors may conveniently assemble.

3.9 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by the Board, provided that, after the right of Declarant to appoint the directors terminates, at least four such meetings shall be held during each fiscal year with at least one per quarter. Notice of the regular schedule shall constitute sufficient notice of such meetings.

3.10 Special Meetings. Special meetings of the Board of Directors shall be held when requested by the President, Vice President or by any two directors. The notice shall specify the date, time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by one of the following methods: (a) by personal delivery (including commercial delivery service) to such director's home or office; (b) written notice by first class mail, postage prepaid; or (c) by telephone communication (including facsimile), either directly to the director or to the director's home or office. All such notices shall be given or sent to the director's address or telephone number as shown on the records of the Association. Notices sent by first class mail shall be deposited with the U.S. Postal Service at least four days before the time set for the meeting. Notices given by personal

delivery or telephone shall be given at least two days before the day set for the meeting.

3.11 Waiver of Notice. The business transacted at any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if: (a) a quorum is present; and (b) either before or after the meeting, each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes which is included in the minutes or filed with the official records of the Association. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

3.12 Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors.

3.13 Compensation. No director shall receive any compensation from the Association for acting as such.

3.14 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.

3.15 Executive Session. 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.

3.16 Action Without A Formal Meeting. Any action required or permitted to be taken at a meeting of the directors may be taken without a meeting if one or more consents, in writing, setting forth the action so taken, shall be signed by a majority of the directors and delivered to the Association for inclusion in the minutes for filing in the corporate records.

3.17 Telephonic Participation. One or more directors may participate in and vote during any meeting of the Board by telephone conference call or any other means of communication by which all directors participating may simultaneously hear each other during the meeting. Any such meeting at which a quorum participates shall constitute a meeting of the Board.

3.18 Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by law, the Declaration, Articles, or these Bylaws directed to be done and exercised by the members. In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to and be responsible for the following, in way of explanation, but not limitation: (a) preparation and adoption of an annual budget in which there shall be established the contribution of each member to the common expenses; (b) making assessments to defray the common expenses and establishing the means and methods of collecting such assessments; (c) providing for the operation, care, upkeep, and maintenance of all areas which are the maintenance responsibility of the Association; (d) designating, hiring, and dismissing the personnel necessary for the operation of



the Association 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 bank depository which it shall approve, and using the proceeds to administer the Association; (f) making and amending rules and regulations; (g) opening of bank accounts on behalf of the Association and designating the signatories required; (h) enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules and regulations adopted by it, and bringing any proceedings which may be instituted on behalf of or against the members concerning the Association; (i) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof; (j) keeping books with detailed accounts of the receipts and expenditures of the Association and the actions thereof, and specifying the maintenance and repair expenses and any other expenses incurred; and (k) authorization of contracts on behalf of the Association.

3.19 Management Agent. The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Declarant or an affiliate of the Declarant may be employed as managing agent or manager. The term of any management agreement shall not exceed one year and shall be subject to termination by either party, without cause and without penalty, upon ninety (90) days' written notice.

3.20 Borrowing. The Board of Directors shall have the power to borrow money without the approval of the members of the Association; provided, however, except as otherwise provided in the Declaration, the Board shall obtain membership approval in the same manner as for special assessments, in the event that the total amount of such borrowing exceeds or would exceed ten percent (10%) of the annual budget of the Association.

3.21 Fining or Suspension Procedure. The Board shall not impose a fine (a late charge shall not constitute a fine) unless and until the following procedure is followed:

(a) Written notice shall be delivered to the member by personal delivery at the Unit or first-class or certified mail sent to the address of the member shown on the Association's records, specifying: (1) the nature of the violation, the fine or suspension to be imposed and the date, not less than ten (10) days or, in the event of an unapproved sign, twenty-four (24) hours, from the date of the notice, that the fine or suspension will take effect; (2) that the violator may, within ten days from the date of the notice, request a hearing before the Board regarding the fine or suspension imposed; (3) the name, address and telephone numbers of a person to contact to request a hearing; (4) that any statements, evidence, and witnesses may be produced at the hearing; and (5) that all rights to have the fine or suspension reconsidered are waived if a hearing is not requested within ten (10) days of the date of the notice; and

(b) If a hearing is requested, it shall be held before the Board in executive session, and the violator shall be given a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing. Except for the display of unapproved signs, the fine or suspension shall run from the date that a decision is made by the Board at the conclusion of the hearing or such later date as the Board may determine.

#### ARTICLE 4 - Officers

4.1 Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer. Any two or more offices may be held by the same Person, excepting the offices of President and Secretary. The President and Treasurer shall be elected from among the members of the Board of Directors.

4.2 Election, Term of Office, and Vacancies. Except during the period in which the Declarant has the right to appoint the officers of the Association, the officers of the Association shall be appointed annually by the Board of Directors at the first meeting of the Board of Directors following the election of directors. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

4.3 Additional Officers and Agents. The Board of Directors may appoint such other officers, including vice presidents, assistant secretaries and assistant treasurers, and agents as it shall deem necessary. Such officers and agents shall hold their respective offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the board of directors.

4.4 Salaries. The officers shall receive no compensation.

4.5 Removal. Except for officers appointed by the Declarant, any officer may be removed, with or without cause, by the Board of Directors.

4.6 President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the members and directors. The immediate supervision of the affairs of the Association shall be vested in the President. It shall be the President's duty to attend to the business of the Association and maintain strict supervision over all of its affairs and interests. The President shall keep the Board of Directors fully advised about the affairs and conditions of the Association, and shall manage and operate the business of the Association pursuant to and in accordance with such policies as may be prescribed from time to time by the Board of Directors.

4.7 Vice President. The Vice President(s), if any, shall act in the President's absence or disability and shall have all powers, duties, and responsibilities provided for the President when so acting, and shall perform such other duties as shall from time to time be imposed upon any Vice President by the Board or delegated to a Vice President by the President.

4.8 Secretary. The Secretary shall keep the minutes of all meetings of the members and of the Board of Directors; notify the members and directors of meetings as provided by these bylaws and Georgia law; have custody of the seal of the Association; affix such seal to any instrument requiring the same; attest the signature or certify the incumbency or signature of any officer of the Association; and perform such other duties as the President, or the Board of Directors may prescribe. The Secretary shall perform the duties of the Treasurer of the Association in the absence or disability of the Treasurer.

4.9 Treasurer. The Treasurer shall keep, or cause to be kept, the financial books and records of the Association, and shall faithfully account for the Association's funds, financial assets, and other assets entrusted to the Treasurer's care and custody. The Treasurer shall make such reports as may be necessary to keep the President and the Board of Directors informed at all times as to the financial condition of the Association, and shall perform such other duties as the President, or the Board of Directors may prescribe. The Treasurer shall maintain the money and other assets of the Association in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. The Treasurer may provide for the investment of the money and other assets of the Association consistent with the needs of the Association to disburse such money and assets in the course of the Association's business. The Treasurer shall perform the duties of the Secretary of the Association in the absence or disability of the Secretary.

4.10 Resignation. Any officer may resign at any time by giving written notice to the

Board of Directors. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified herein, the acceptance of such resignation shall not be necessary to make it effective.

#### ARTICLE 5 - Committees

Advisory committees to perform such tasks and to serve for such periods as may be designated by the Board or as provided in the Declaration are hereby authorized. Each committee shall be composed and shall operate in accordance with the terms of the Declaration or resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors. An advisory committee shall not be authorized to exercise any authority of the Board under the Articles of Incorporation, the Declaration, these Bylaws or the Georgia Nonprofit Corporation Code.

#### ARTICLE 6 - Miscellaneous

6.1 Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise determined by resolution of the Board.

6.2 Parliamentary Rules. Roberts Rules of Order (current edition) shall govern the conduct of all Association proceedings, when not in conflict with Georgia law, the Articles of Incorporation, the Declaration or these Bylaws.

6.3 Conflicts. If there are conflicts or inconsistencies between the provisions of Georgia law, the Articles of Incorporation, the Declaration and these Bylaws, the provisions of Georgia law, the Declaration, the Articles of Incorporation and the Bylaws (in that order) shall prevail.

6.4 Amendment. These Bylaws may be amended by the Board of Directors with the consent of the Declarant if such amendment is necessary to: (a) bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (b) enable any title insurance company to issue title insurance coverage with respect to the Units subject to the Declaration; (c) enable an institutional or governmental lender or purchaser of mortgage loans, including, without limitation, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make or purchase Mortgage loans on the Units subject to the Declaration; (d) enable any governmental agency or private insurance company to insure or guarantee Mortgage loans on the Units subject to the Declaration; or (e) comply with the provisions of the Georgia Property Owners Association Act, O.C.G.A. § 44-3-220, et seq. (if and when the Association, with the consent of the Declarant, elects to subject the Association to the provisions of such Act). In addition, these Bylaws may be amended upon the affirmative vote of at least two-thirds (2/3) of the Total Association Vote and the consent of Declarant.

# STATE OF GEORGIA

Secretary of State

Corporations Division

315 West Tower

#2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

## CERTIFICATE OF INCORPORATION

I, **Karen C Handel**, the Secretary of State and the Corporations Commissioner of the State of Georgia, hereby certify under the seal of my office that

### **RIVERSIDE ON EDELWEISS CONDOMINIUM ASSOCIATION, INC.**

a Domestic Non-Profit Corporation

has been duly incorporated under the laws of the State of Georgia on **07/14/2008** by the filing of articles of incorporation in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta  
and the State of Georgia on July 14, 2008



Karen C Handel  
Secretary of State

ARTICLES OF ORGANIZATION  
OF  
RIVERSIDE ON EDELWEISS CONDOMINIUM ASSOCIATION, INC.

**Article I. Name.** The name of the corporation is Riverside on Edelweiss Condominium Association, Inc. (the "Association").

**Article II. Principle Office.** The mailing address of the initial principal office of the Association is:

2515 Bethany Church Road  
Alpharetta, Georgia 30004

**Article III. Duration.** The Association shall have perpetual duration, unless terminated by due process of law.

**Article IV. Applicable Statute.** The Corporation is organized pursuant to the provisions of the Georgia Nonprofit Corporation Code, O.C.G.A. 14-3-101, et seq.

**Article V. Purposes and Powers.**

A. The Association does not contemplate pecuniary gain or profit, direct or indirect, to its members. In way of explanation and not of limitation, the purposes for which it is formed are:

1. To be and constitute the Association to which reference is made in the Declaration of Condominium for Riverside on Edelweiss, a Condominium, (hereinafter the "Declaration"), recorded in the Records of the Clerk of Superior Court of White County, Georgia, to perform all obligations and duties of the Association, and to exercise all rights and powers of the Association, as specified in the Declaration, in the Bylaws of the Association ("Bylaws") and as provided by law;
2. To be and constitute a homeowners association within the meaning of Section 528 of the Internal Revenue Code of 1986; and
3. To provide an entity for the furtherance of the interests of the Owners in the development.

B. In furtherance of its purposes, the Association shall have all of the powers conferred upon nonprofit corporations by common law and the statutes of the State of Georgia in effect from time to time, which, unless indicated otherwise in these Articles, the Declaration or the Bylaws, may be exercised by the board of directors.

**Article VI. Membership.** The Association shall be a membership corporation without certificates or shares of stock. Each record owner of a Unit subject to the Declaration is a member and shall be entitled to vote as set forth herein, in the Declaration and in the Bylaws. Membership shall be appurtenant to and may not be separated from ownership of a Unit.



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Article VII. Board of Directors. The business and affairs of the Association shall be governed by a board of directors, the number, qualification and method of election of which shall be as set forth in the Bylaws.

Article VIII. Indemnification. The Association shall indemnify to the fullest extent permitted by the Georgia Nonprofit Corporation Code any person who has been made, or is threatened to be made, a party to an action, suit, or proceeding, whether civil, criminal, administrative, investigative, or otherwise (including an action, suit or proceeding, by or in the right of the Association), by reason of the fact that the person is or was a director or officer of the Association. In addition, the Association shall pay for or reimburse any expenses incurred by such persons who are parties to such proceedings, in advance of the final disposition of such proceedings, to the full extent permitted by the Georgia Nonprofit Corporation Code.

Article IX. 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 Association shall be personally liable to the Association 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 Association for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal. Any repeal or modification of this Article shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director of the Association with reference to any event or events preceding or state of facts existing at the time of such repeal or modification.

Article X. Dissolution. The Association may be dissolved only upon a resolution duly adopted by the board of directors and the affirmative vote of members who are Owners of not less than two-thirds of the Units and the consent of the Declarant.

Article XI. Merger and Consolidation. The Association may merge or consolidate only upon a resolution duly adopted by the board of directors and the affirmative vote of members who are Owners of not less than two-thirds of the Units and the consent of the Declarant.

Article XII. Amendments. These Articles may be amended only upon a resolution duly adopted by the board of directors and the affirmative vote of members who are Owners of not less than two-thirds of the Units and the consent of the Declarant; provided however, no members shall be entitled to vote on any amendment to these Articles of Incorporation for the sole purpose of complying with the requirements of any governmental (including, without limitation, the U.S. Department of Housing and Urban Development or the Department of Veterans Administration) or quasi governmental entity or institutional lender authorized to fund, insure or guarantee Mortgages on individual Units, as such requirements may exist from time to time, which amendments must be approved by a resolution duly adopted by the Board of Directors with the consent of the Declarant.

Article XIII. Incorporator. The name and address of the incorporator are as follows:

Lee A. Finch  
2515 Bethany Church Road  
Alpharetta, Georgia 30004

Article XIV. Registered Agent and Office. The street address and county of the initial registered office of the Corporation is:

2515 Bethany Church Road  
Alpharetta, Georgia 30004.

and the initial registered agent at such address is: Lee A. Finch.

Article XV. Rights of Declarant. The rights of the Declarant hereunder shall terminate as provided in the Declaration.

Article XVI. Definitions. Unless otherwise defined herein, the words used in these Articles of Incorporation shall have the same meaning as set forth in the Declaration.

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation.



K. Grant Keene, Attorney at Law,  
as Agent and Attorney-in-Fact for  
Lee A. Finch  
2515 Bethany Church Road  
Alpharetta, Georgia 30004

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