

DECLARATION OF
SWEETWATER VALLEY CONDOMINIUM

HYATT & RHOADS
Attorneys at Law

2200 Peachtree Center Harris Tower
Atlanta, Georgia 30303
(404) 659-6600

1625 I Street
Washington, D.C. 20006
(202) 488-4418

TABLE OF CONTENTS

1. NAME.....1

2. SUBMITTED PROPERTY.....1

3. UNITS AND BOUNDARIES.....1

4. COMMON ELEMENTS.....2

5. LIMITED COMMON ELEMENTS.....2

6. ALLOCATION OF VOTES.....3

7. ALLOCATION OF LIABILITY FOR COMMON EXPENSES.....3

8. POWERS OF THE ASSOCIATION AND THE BOARD OF DIRECTORS.....3

9. PREPARER.....3

10. USE RESTRICTIONS.....3

11. AMENDMENT.....4

12. EASEMENTS.....4

13. NOTICE OF PROPOSED SALE OR LEASE.....5

14. DEFINITIONS.....5

DECLARATION OF
SWEETWATER VALLEY CONDOMINIUM

1. Name. The name of the Condominium is Sweetwater Valley Condominium.

2. Submitted Property. The property submitted by this Declaration to the Georgia Condominium Act is that property submitted by the Original Declaration to the condominium form of ownership, as set forth in Exhibit A of this Declaration, containing 84 units and located in Cobb County, Georgia. The units are depicted on and have been constructed substantially in accordance with the plats and plans that were filed with the Original Declaration, including the plans prepared by J. G. Dickey, Registered Professional Engineer, and dated May 1, 1973, as described in Exhibit G to the Original Declaration (as amended by Paragraph (i) and Exhibit "A" of the amendment dated March 14, 1977) and the plat of survey prepared by Joseph C. King, Registered Land Surveyor, dated June 3, 1976 and recorded January 12, 1978 in Condominium Plat Book 3, Page 38, Cobb County, Georgia Records, all of which are incorporated by this reference herein.

3. Units and Boundaries. Each unit, together with its undivided interest in the common elements, shall for all purposes constitute real property which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other real property, subject to the provisions of this Declaration. Each owner is entitled to the exclusive ownership and possession of his unit, subject to the provisions of the Act and this Declaration. Each unit includes all of the space within its boundaries. The boundaries of each unit are those described in Exhibit F to the Original Declaration, incorporated by this reference herein, and shown on the plans described in Exhibit G to the Original Declaration. Those boundaries are:

(a) Horizontal (upper and lower): The units have no horizontal boundaries.

(b) Vertical (perimetric): The vertical boundaries are the outer surfaces of all exterior walls and the center line of all party walls.

Each unit includes all of the land and the space contained within the vertical boundaries thereof. All balconies and attachments to the exterior walls of a unit which protrude beyond the vertical boundaries are included as a part of the unit and are conveyed as part of the unit as if located within the vertical boundaries of the unit. However, those

portions of the patios, yards and parking spaces located within the vertical boundaries are excluded from the unit, are limited common elements, and are reserved for the exclusive use of the residents of the respective units as set forth in Paragraph 5. The ownership of each unit includes, and there shall pass with each unit as appurtenances thereto, regardless of whether separately described, all of the right, title, and interest of a unit owner in the property, which shall include but not be limited to an undivided interest in the common elements and membership in the Association.

4. Common Elements. Ownership of the common elements, constituted by all of the property not within the boundaries of a unit, shall be by the owners as tenants in common. Each owner is allocated an equal undivided interest in the common elements, as set forth in Exhibit F to the Original Declaration. The interest of each owner in the common elements is appurtenant to the unit owned by him. No such appurtenance may be separated from the unit to which it appertains and such appurtenance shall be deemed to be conveyed or encumbered or otherwise to pass with the unit whether or not expressly mentioned or described in a conveyance or other instrument describing the unit. The common elements shall remain undivided and no person may bring any action for partition or division of the whole or any part thereof except as provided in the Act and the By-Laws. Each owner and the Association may use the common elements for the purposes for which they were intended, but no such use shall enter or encroach upon the lawful rights of the other owners.

5. Limited Common Elements. All common elements identified in Exhibit F to the Original Declaration as limited common elements are reserved for the exclusive use of the residents of the unit designated therein. Each owner whose unit has sole access to the assigned patio or patios shall have an exclusive easement for the use thereof. Each owner shall also have an exclusive easement for the use of the carport, garage, or parking space assigned to such unit. There is located adjacent to each unit, as a part of the limited common elements, a Patio-Garage. Each Patio-Garage area shall be reserved for the use of each respective unit to which it is adjacent and which has access thereto. The reservations herein set forth and the easements hereby created shall not be enlarged, diminished or varied by any custom, practice or usage that may ensue hereafter, and shall be deemed to be conveyed or transferred with the unit to which it is assigned even though not specifically referred to in the deed or other instrument conveying or transferring title to such unit or creating a security interest in such unit.

6. Allocation of Votes. Pursuant to Section 16 of the Act and in accordance with the allocations in the Original Declaration, each unit is allocated one equal vote. Votes may be cast as provided in the By-Laws.

7. Allocation of Liability for Common Expenses. Pursuant to Section 17 of the Act and in accordance with the allocations in the Original Declaration, as provided in Paragraph 4 for allocation of undivided interests in the common elements, each unit is allocated an equal liability for common expenses, except as otherwise provided in this Declaration or in the By-Laws.

8. Powers of the Association and the Board of Directors. The Association and the Board of Directors may exercise all powers conferred by the Georgia Condominium Act and the Georgia Nonprofit Corporation Code, without limitation or restriction except as provided herein or in the By-Laws. These powers, which shall be exercised as provided in the By-Laws, include but are not limited to the following:

(a) to make and enforce rules and regulations, as more fully provided in the By-Laws;

(b) to enforce compliance with such rules and regulations and other provisions of the condominium instruments, as provided in Section 13 of the Act, by imposing and assessing monetary fines and temporarily suspending rights to vote or use common elements; and

(c) to impose and assess all late charges, interest, rents and attorneys' fees and other costs of collection, all constituting a lien in favor of the Association, to the maximum extent authorized under Section 41 of the Act.

9. Preparer. This Declaration was prepared by Richard P. Voss, Hyatt & Rhoads, 2200 Peachtree Center Harris Tower, 233 Peachtree Street, N.E., Atlanta, Georgia 30303.

10. Use Restrictions. Units shall be used only for residential purposes, and units shall be occupied and used by the owners only as private residences for the owner, the owner's family, tenants and guests; units shall be used for no other purpose and no business may be maintained or conducted in any unit except that units may be leased as provided in this Paragraph. Owners shall comply strictly with the provisions of this Declaration, the By-Laws and rules and regulations adopted pursuant thereto, and any tenant, lessee or other occupant of a unit shall be subject to those provisions as if that occupant were an owner. Pursuant to Section 17(b)(2) of the Act,

whenever common expenses are occasioned by the conduct of any owner, tenant, lessee, other occupant, licensee, invitee or guest, those expenses shall constitute a special assessment against the unit or units of which that person is an occupant, licensee, invitee or guest at the time those expenses are occasioned. Units may not be rented or leased unless rights of occupancy are governed by a written lease, for a term not less than twelve months, in a form (which may confer various rights, consistent with this Declaration and the By-Laws, upon the Association as third-party beneficiary under the lease) approved by the Association and otherwise in conformance with rules and regulations governing leases, if any, adopted by the Board of Directors.

11. Amendment. This Declaration may be amended at an annual or special meeting of the members of the Association by the affirmative vote of members holding at least two-thirds (2/3) of the votes in the Association. Members not present or represented by proxy at the meeting may cast their votes in writing after the meeting. 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 recorded in the Records of Cobb County, Georgia.

12. Easements. (a) Encroachments. If any portion of the common elements encroaches upon any owner's unit, or if any unit now encroaches upon any other unit or upon any portion of the common elements, as a result of the construction of the buildings, or if any such encroachment shall occur hereafter as a result of settling or shifting of the buildings, a valid easement for the encroachment and for the maintenance of the same so long as the buildings stand shall exist. In the event a building or any portion thereof shall be partially or totally destroyed as a result of fire or other casualty, or as a result of condemnation or eminent domain proceedings, and then rebuilt, encroachments of parts of the common elements upon any unit, or of any Unit upon any other Unit or upon any portion of the common elements due to such rebuilding, shall be permitted and valid easements for such encroachments and the maintenance thereof shall exist so long as the buildings shall stand.

(b) General Utilities. Each owner shall have an easement in common with all other owners to use all pipes, ducts, wires, cables, conduits, chutes, utility lines and other common elements, serving his unit. Each unit shall be subject to an easement in favor of all other owners to use the pipes, ducts, cables, wires, conduits, chutes, utility lines and other common elements serving the condominium. General easements for the benefit of all owners are reserved through the condominium.

including units, as may be required for installation, maintenance, repair or replacement of pipes, ducts, wires, cables, conduits, chutes, utility lines and other common elements adequately to serve the condominium.

13. Notice of Proposed Sale or Lease. (a) Any owner intending to sell or lease his unit shall give notice in writing to the Association (or its agent authorized to receive such notice) of that intention, stating the name and address of the intended purchaser or lessee, the terms of the proposed transaction and such other information as the Association may reasonably require. The Board of Directors shall have authority to make and to enforce reasonable rules and regulations in order to enforce this provision, INCLUDING THE RIGHT TO IMPOSE AND ASSESS FINES CONSTITUTING A LIEN UPON THE UNIT SOLD OR LEASED PURSUANT TO SECTIONS 13 AND 41 OF THE GEORGIA CONDOMINIUM ACT OR TO VOID ANY SALE OR LEASE MADE WITHOUT GIVING THE NOTICE REQUIRED HEREUNDER.

(b) Pursuant to Section 41(d) of the Act, any owner, mortgagee of a unit, person having executed a contract for the purchase of a unit, or lender considering the loan of funds to be secured by a unit, shall be entitled upon request to a statement from the Association or its management agent setting forth the amount of assessments past due and unpaid (with late charges and interest applicable thereto) against the unit. Such request shall be in writing, delivered to the registered office of the Association, and shall state an address to which the statement is to be directed. Failure on the part of the Association to mail to such address as may be specified in the written request therefor, or otherwise furnish, such a statement within five business days from the receipt of such request shall cause the lien for assessments created by Section 41 of the Act, as to amounts due and payable at the expiration of such five-day period, with respect to the unit involved, to be extinguished and of no further force or effect as to the title or interest acquired by the purchaser or lender, if any, as the case may be, and their respective successors or assigns, in the transaction contemplated in connection with such request. The information specified in such statement shall be binding upon the Association and every owner. Payment of a fee not exceeding \$10.00 may be required as a prerequisite to the insurance of such a statement

14. Definitions. Unless the context requires otherwise, terms used in this Declaration have the meanings given in Article II of the By-Laws of Sweetwater Valley Condominium Association, Inc. (sometimes referred to in this Declaration as the "By-Laws") or in Section 3 of the Act.