

EXHIBIT "C"

BY-LAWS

OF

CEDAR CANYON CONDOMINIUM ASSOCIATION, INC.

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BY-LAWS
OF
CEDAR CANYON CONDOMINIUM ASSOCIATION, INC.

Article I
General

Section 1. Applicability. These By-Laws provide for the self government of Cedar Canyon Condominium in accordance with the Articles of Incorporation and the Declaration of Cedar Canyon Condominium, and are to be recorded simultaneously with such Declaration in the Cobb County, Georgia Records.

Section 2. Name. The name of the corporation is Cedar Canyon Condominium Association, Inc., (hereinafter referred to as the "Association").

Section 3. Membership. An owner of a unit shall automatically become a member of the Association upon taking title to the unit and shall remain a member for the entire period of ownership; as may be more fully provided below, a spouse of a member may exercise the powers and privileges of the member. If title to a unit is held by more than one person, the membership shall be shared in the same proportion as the title, but there shall be only one (1) membership and one (1) vote per unit. Membership does not include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the owner's membership. Membership shall be appurtenant to the unit to which it appertains and shall be transferred automatically by conveyance of that unit and may be transferred only in connection with the transfer of title.

Section 4. Voting. Each unit shall be entitled to a vote as set out in the Declaration which may be cast by the owner, the owner's spouse, or by a lawful proxy as provided below. When more than one person owns a unit, the vote for such unit shall be exercised as they between or among themselves determine, but in no event shall more than one vote be cast with respect to any unit. In the event of disagreement among such persons and an attempt by two (2) or more of them to cast such vote or votes, such persons shall not be recognized and such vote or votes shall not be counted. No owner shall be eligible to vote, either in person or by proxy, or be elected to the Board of Directors, if that owner is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association or has been suspended for the infraction of any provision of the Declaration, these By-Laws, or any rule.

Section 5. Majority. As used in these By-Laws, the term "majority" shall mean those votes, owners, or other group as the context may indicate totalling more than fifty (50%) percent of the total number of eligible votes, owners, or other groups. Unless otherwise specifically stated, the words "majority vote" mean more than fifty (50%) percent of those voting in person or by proxy. Unless otherwise provided in the Declaration or these By-Laws, all decisions shall be by majority vote.

Section 6. Purpose. The Association shall have the responsibility of administering the condominium, establishing the means and methods of collecting the contributions to the common expenses, arranging for the management of the condominium and performing all of the other acts that may be required to be performed by the Association, the Georgia Condominium Act and the Declaration. Except as to those matters which either the Georgia Condominium Act, the Declaration, or the Georgia Nonprofit Corporation Code specifically require to be performed by the vote of the Association, the administration of the foregoing responsibilities shall be performed by the Board of Directors as more particularly set forth below.

Article II Definitions

Unless the context otherwise requires, the terms as used in these By-Laws, the Declaration and the Articles of Incorporation shall have the following meanings:

Section 1. Act shall mean the Georgia Condominium Act, Ga. Laws 1975, No. 463, Ga. Code Ann. Sections 85-1603e, et seq., as such Act may be amended.

Section 2. Association shall mean the Cedar Canyon Condominium Association, Inc., and its successors.

Section 3. Board or Board of Directors shall mean the governing body of the Association.

Section 4. Common elements or common areas shall mean that area and property submitted to be part of the condominium but not included within the boundaries of a unit, as defined in Paragraph 4 of the Declaration.

Section 5. Condominium shall mean all that property submitted to the Act as described in Exhibit "A" to the Declaration.

Section 6. Declaration shall mean that document filed of record in the Office of the Clerk of the Superior Court of Cobb County, Georgia, as amended.

Section 7. Limited common elements shall mean that property set aside for limited use as described in Paragraph 5 of the Declaration.

Section 8. Mortgage shall refer to any mortgage, deed to secure debt, deed of trust or other transfer or conveyance for the purpose of securing the performance of an obligation, including but not limited to a transfer or conveyance for such purpose of fee title.

Section 9. Officer shall mean those individuals who are elected by the Board to serve as President, Vice President, Secretary, or Treasurer or such other subordinate offices as the Board may determine necessary.

Section 10. Owner shall mean the record title holder of a unit within the Condominium, but shall not mean a mortgage holder.

Section 11. Person shall mean any individual, corporation, firm, association, partnership, or other legal entity.

Section 12. Unit shall mean that portion of the condominium intended for individual ownership and use as described in the Declaration.

Other terms have their natural meanings or the meanings given in the Declaration, the Act, or the Georgia Nonprofit Corporation Code.

Article III Meetings of Members

Section 1. Annual Meetings. The regular annual meeting of the members shall be held within the first ten (10) days of the month of October, in each year, on a day and at an hour set by the Board. Meetings shall be at the condominium or other suitable place set by the Board in Cobb County, Georgia.

Section 2. Special Meetings. Special meetings of the members for any purpose may be called at any time by the President, the Secretary, or Treasurer, or by request of any two (2) or more members of the Board of Directors, or upon written request of the members who have a right to vote one-fourth (1/4) of all of the votes of the entire membership.

Section 3. Notice of Meetings. It shall be the duty of the Secretary to mail to each owner of units of record or to cause to be delivered to the units a notice of each annual or special meeting of the Association at least twenty-one (21) days prior to each annual meeting and at least seven (7) days prior to each special meeting. The notice shall state the purpose of any special meeting as well as the time and place where it is to be held. If any owner wishes notice to be given at an address other than his or her unit, the owner shall have designated by notice in writing to the Secretary such other address. The mailing or delivering of a notice of meeting in the manner provided in this Section shall be considered service of notice. Upon request, any institutional holder of a first mortgage shall be entitled to written notice of all meetings and shall be permitted to designate a representative to attend and observe any such meeting.

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

Section 5. Quorum. Except as may be provided elsewhere, the presence of owners, in person or by proxy, entitled to cast a majority of the eligible votes of the Association shall constitute a quorum. If the required quorum is not present at such first meeting, a subsequent meeting may be held within sixty (60) days following the first meeting, and upon notice as provided in Section 3 of this Article, and twenty (20%) percent of the votes of the Association, present in person or by proxy, shall constitute a quorum. If the required quorum is not present at the second meeting, a third meeting may be held within sixty (60) days following the second meeting, and upon notice as provided in Section 3 of this Article, and ten (10%) percent of the votes of the Association, present in person or by proxy, shall constitute a quorum.

Section 6. Adjournment. Any meeting of the owners may be adjourned from time to time for periods not exceeding forty-eight (48) hours by vote of the owners holding the majority of the votes represented at such meeting, regardless of whether a quorum is present. Any business which could be

transacted properly at the original session of the meeting may be transacted at an adjourned session, and no additional notice of such adjourned session shall be required.

Section 7. Proxy. Any member entitled to vote may do so by written proxy duly executed by the member setting forth the meeting at which the proxy is valid. To be valid, a proxy must be filed with the Secretary prior to the opening of the meeting for which it is to be used. Proxies must be dated and may be revoked only by written notice delivered to the Association. Presence in person at the meeting for which a proxy is given shall automatically revoke the proxy.

Section 8. Consents. Any action which may be taken by a vote of the owners may also be taken by written consent signed by the owner, which consent shall have the same effect as a vote.

Article IV Board of Directors

Part A. Composition and Selection.

Section 1. Composition. The affairs of the Association shall be governed by a Board of Directors. The Board shall be composed of five (5) persons. The directors shall be owners of units or spouses of such owners; provided, however, that no owner and his or her spouse may serve on the Board at the same time.

Section 2. Term of Office. The directors shall be elected as provided in Section 7 of this Article. The terms of the directors shall be staggered. At each annual meeting, the members shall elect for a term of two (2) years the number of directors whose terms have expired, alternately electing two (2) directors one year and three (3) directors the following year. A director shall hold office until his successor has been elected and taken office.

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 of the members of the Board of Directors may be removed with or without cause by a majority of the members and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the members shall be given at least ten (10) days' notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting.

Section 4. Vacancies. Vacancies in the Board of Directors caused by any reason, including the addition of a new director or directors but excluding the removal of a director by vote of the Association, shall be filled by a vote of the majority of the remaining directors, even though less than a quorum, at any meeting of the Board of Directors for the remainder of the term of the member being replaced until a successor shall be elected at the next annual meeting of the Association to fill the unexpired portion of the term.

Section 5. Compensation. Directors shall not be compensated unless and to the extent the members of the Association authorize at any meeting duly called for that purpose.

Section 6. Nomination. Nomination for election to the Board shall be made by a nominating committee which shall consist of three (3) members appointed by the President to serve from the close of one annual meeting to the close of the succeeding annual meeting. Such appointment shall be announced at the annual meeting. The nominating committee shall be announced at the annual meeting. The nominating committee may nominate any number of qualified individuals, but no less than the number of directors to be elected. The nominations shall be made at least twenty-one (21) days prior to the annual meeting and a brief statement about the qualifications of each individual so nominated shall be included with the notice of the annual meeting. Nominations shall also be allowed from the floor at the meeting, and failure to comply with this Section shall in no way invalidate the election of directors so nominated.

Section 7. Elections. Directors to be elected by the members shall be elected from among those nominated at the annual meeting, a quorum being present. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Part B. Meetings.

Section 8. 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, but such meetings shall be held at least once every three (3) months. The Board shall meet within ten (10) days after each annual meeting of members.

Section 9. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each director given by mail, in person or by telephone, which notice shall state the time, place, and purpose of the meeting. Special meetings of the Board of Directors

shall be called by the President, Secretary, or Treasurer in like manner and on like notice on the written request of at least two (2) directors.

Section 10. Waiver of Notice. Any director may, at any time, in writing, waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board of Directors 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 meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 11. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors and the Secretary shall keep a minute book recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings. Roberts Rules of Order (latest edition) shall govern the conduct of the meetings of the Board of Directors when not in conflict with the Declaration or these By-Laws. A majority of directors shall constitute a quorum for the transaction of business.

Section 12. Action Without a Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the directors consent in writing to such action. Such written consent or consents shall be filed with the minutes of the Board of Directors.

Part C. Powers and Duties.

Section 13. Powers and Duties. The Board of Directors shall manage the affairs of the Association and shall have all the powers and duties necessary for the administration of the condominium and may do all such acts and things as are not by the Declaration, Articles of Incorporation, or these By-Laws directed to be done and exercised exclusively by the members. The Board shall have the power to adopt such rules and regulations as it deems necessary and appropriate and to impose sanctions for violations thereof, including, without limitation, monetary fines. In addition to the duties imposed by these By-Laws 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 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. Unless otherwise determined by the Board of Directors, the annual assessment against the proportionate share of the common expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for said month.

(c) Providing for the operation, care, upkeep, and maintenance of all of the Area of Common Responsibility.

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

(e) Collecting the assessments, depositing the proceeds thereof in a 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) Making or contracting for the making of repairs, additions, and improvements to, or alterations of the Common Area in accordance with the other provisions of the Declaration and these By-Laws, after damage or destruction by fire or other casualty.

(i) Enforcing by legal means the provisions of the Declaration, these By-Laws, and the rules and regulations adopted by it, and bringing any proceedings which may be instituted on behalf of or against the owners concerning the Association.

(j) Obtaining and carrying insurance against casualties and liabilities, as provided in Article VI of these By-Laws, and paying the premium cost thereof.

(k) Paying the costs of all services rendered to the Association or its members and not chargeable to owners.

(1) Keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred. The said books and vouchers accrediting the entries thereupon shall be available for examination by the owners and mortgagees, their duly authorized agents, accountants, or attorneys, during general business hours on working days at the times and in a manner that shall be set and announced by the Board of Directors for the general knowledge of the owners. All books and records shall be kept in accordance with generally accepted accounting practices.

Section 14. Management Agent. The Association may hire a professional management agent or agents at a compensation established by the Board to perform such duties and services as the Board of Directors shall authorize. Moreover, any management contract shall contain a termination clause permitting termination, for cause or without cause, upon no more than thirty (30) days written notice; provided, however, no contract shall be for more than one (1) year. If a manager or agent is hired, the following management standards of performance will be followed unless the Board, by resolution, determines otherwise:

(a) the accrual method of accounting shall be employed;

(b) two (2) or more persons shall be responsible for handling cash to maintain adequate financial control procedures;

(c) cash accounts of the Association shall not be commingled with any other accounts;

(d) no remuneration shall be accepted by the managing agent from vendors, independent contractors or others providing goods or services to the Association whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; any thing of value received shall benefit the Association;

(e) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors; and

(f) a semi-annual financial report shall be prepared for the Association containing:

(i) an Income Statement reflecting all income and expense activity for the preceding six (6) months on a cash basis;

(ii) an Account Activity Statement reflecting all receipt and disbursement activity for the preceding six (6) months on a cash basis;

(iii) an Account Status Report reflecting the status of all accounts in an "actual" versus "projected" (budget) format;

(iv) a Balance Sheet reflecting the financial condition of the Association on an unaudited basis;

(v) a Budget Report reflecting any actual or pending obligations which are in excess of budgeted amounts by an amount exceeding the operating reserves or ten (10%) percent of a major budget category (as distinct from a specific line item in an expended chart of accounts); and

(vi) a Delinquency Report listing all owners who have been delinquent during the preceding six (6) month period in paying the monthly installments of condominium assessments and who remain delinquent at the time of the report, and describing the status of any action to collect such installments which remain delinquent. A monthly installment of the condominium assessment shall be considered to be delinquent on the tenth (10th) day of each month.

Section 15. Borrowing. The Board of Directors shall have the power to borrow money for the purpose of repair or restoration of common areas and facilities without the approval of the members of the Association; provided, however, that the Board shall obtain membership approval in the same manner as for special assessments set forth in Article VII, Section 6, in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities to the condominium and the total amount of such borrowing exceeds or would exceed One Thousand Five Hundred (\$1,500.00) Dollars outstanding debt at any one time.

Part D. Committees.

Section 16. Nominating Committee. Pursuant to Section 6 of this Article IV, there shall be a nominating committee composed of three (3) members appointed in the manner and to perform the functions specified in Section 6 of this Article.

Section 17. Architectural Standards. The Board may establish an Architectural Standards Committee for the purpose of establishing and maintaining architectural standards on condominium property as hereinafter provided.

Section 18. Other Committees. There shall be such other committees as the Board shall determine with the powers and duties that the Board shall authorize.

Section 19. Covenants Committee. The Board of Directors shall appoint a Covenants Committee consisting of at least three (3) and no more than seven (7) members. Acting in accordance with the provisions of the Declaration, these By-Laws, and resolutions the Board may adopt, the Covenants Committee shall be the hearing tribunal of the Association.

Article V Officers

Section 1. Designation. The principal officers of the Association shall be the President, Vice President, the Secretary, and the Treasurer. The President, Vice President, and Secretary shall be elected by and from the Board of Directors. The Treasurer shall be elected by the Board of Directors, but may be either a Board or an Association member. The Board of Directors may appoint an Assistant Treasurer, an Assistant Secretary, and such other subordinate officers as in its judgment may be necessary. Such subordinate officers shall not be required to be members of the Board of Directors. Except for the offices of Secretary and Treasurer, which may be held by the same person, no person may hold more than one office.

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

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

Section 4. 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 of Directors. The President shall have all the general powers and duties which are incident to the office of the president of a corporation organized under the Georgia Nonprofit Corporation Code, including, but not limited to, the power to appoint committees from among the members from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. The Vice President shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the members and of the Board of Directors and shall have charge of such books and papers as the Board of Directors may direct, and shall, in general, perform all duties incident to the office of the secretary of a corporation organized under Georgia law.

Section 7. Treasurer. The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Association or the managing agent in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall be responsible for the preparation of the budget as provided below.

Section 8. Agreements, Contracts, Deeds, Leases, Etc. All agreements, contracts, deeds, leases, promissory notes and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by resolution of the Board of Directors.

Article VI Association Responsibilities

Section 1. Liability and Indemnification of Officers and Directors. The Association shall indemnify every officer and director against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such officer or director in connection with any action, suit or other proceeding (including settlement of any such action, suit or proceeding if approved by the then Board of Directors) to which he may be made a party by reason of being or having been an officer or director, whether or not such person is an officer or director at the time such expenses are incurred. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, or for injury or damage caused by any such officer or director in the performance of his duties, except for their own individual willful misfeasance or malfeasance. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them,

in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association) and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall as a common expense maintain adequate general liability and, if obtainable, officers' and directors' liability insurance to fund this obligation and the insurance shall be written as provided in Section 2 of this Article VI.

Section 2. Insurance. The Association shall obtain and maintain at all times, as a common expense, insurance as required by Section 39 of the Act and as required herein. Specifically, the insurance coverage shall include (1) casualty insurance policy or policies affording fire and extended coverage for and in an amount consonant with the full replacement value of all structures within the condominium; and (2) liability insurance policy or policies in amounts not less than Five Hundred Thousand (\$500,000.00) Dollars for injury, including death, to a single person, One Million (\$1,000,000.00) Dollars for injury or injuries, including death, arising out of a single occurrence, and Fifty Thousand (\$50,000.00) Dollars property damage, covering the Association, the Board of Directors, officers, and all agents and employees of the Association, and all unit owners and other persons entitled to occupy any unit or other portion of the condominium property.

All such insurance coverage shall be written in the name of the Association as trustee for itself, each of the owners, and the mortgagees of owners, if any. It shall be the duty of the Board of Directors at least every three (3) years to conduct an insurance review to determine if the policy in force is adequate to meet the needs of the Association and to satisfy the requirements of Section 39 of the Act. Such insurance shall run to the benefit of the Association, the respective unit owners and their respective mortgagees, as their interests may appear. The improvements and betterments made by the individual unit owners shall be excluded from this required coverage, but each owner shall have the right to obtain additional coverage for such improvements, betterments, or personal property at his or her own expense. The policy may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance equals at least the full replacement costs.

(a) The Board of Directors shall utilize every reasonable effort to secure a master policy covering physical damage that will provide the following:

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

(ii) That the master policy on the condominium cannot be cancelled, invalidated, or suspended on account of the conduct of any director, officer or employee of the Association or the managing agent without a prior demand in writing delivered to the Association and to all mortgagees of units to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured.

(iii) That any "no other insurance" clause contained in the master policy shall expressly exclude individual unit owners' policies from its operation.

(iv) That until the expiration of thirty (30) days after the insurer gives notice in writing to the mortgagee of any unit, the mortgagee's insurance coverage will not be affected or jeopardized by any act or conduct of the owner of such unit, the other unit owners, the Board of Directors, or any of their agents, employees, or household members, nor cancelled for nonpayment of premiums.

(v) That the master policy may not be cancelled or substantially modified without at least thirty (30) days' prior notice in writing to the Board of Directors and all mortgagees of units.

(vi) An agreed value endorsement.

(vii) That the deductible amount per occurrence shall not exceed One Thousand (\$1,000.00) Dollars.

All policies of insurance shall be written with a company licensed to do business in the State of Georgia and holding a rating of XI or better in the Financial Category as established by A. M. Best Company, Inc., if available, or, if not available, the best rating available. The company shall provide insurance certificates to each owner and each mortgagee.

In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by individual unit owners or their mortgagees.

Each unit owner shall notify the Board of Directors of all structural improvements made by the unit owner to his unit.

Any unit owner who obtains an individual insurance policy covering any portion of the condominium, other than improvements and betterments made by such owner at his expense, and personal property belonging to such owner, shall file a copy of such individual policy or policies with the Board of Directors within thirty (30) days after the purchase of such insurance. Such owner shall also promptly notify, in writing, the Board of Directors in the event such policy is cancelled.

All public liability and officers' and directors' liability insurance shall contain a cross liability endorsement.

(b) In addition to the insurance required herein above, the Board shall obtain as a common expense:

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

(ii) Public liability and officers' and directors' liability insurance in such amounts as the Board may determine. Such insurance shall contain a cross liability endorsement.

(iii) Fidelity bonds covering officers, directors, employees, and other persons who handle or are responsible for handling Association funds. Such bonds shall be in an amount equal to at least one hundred fifty percent (150%) of the three (3) months assessments and reserves on hand as of the beginning of the fiscal year and shall contain waivers of any defense based upon the exclusion of persons serving without compensation.

(iv) Such other insurance as the Board of Directors may determine to be necessary.

Insurance carried by the Association as a common expense shall not include any part of a unit neither depicted on the original plats and plans nor included in the original mortgage, nor shall the Association include public liability insurance for individual owners for liability arising within the unit. Nothing contained in the Declaration or these By-Laws gives any owner or other party a priority over any rights of first mortgagees as to distribution of insurance proceeds.

Section 3. Repair and Reconstruction. In the event of damage to or destruction of all or any part of the condominium as a result of fire or other casualty, unless eighty

percent (80%) of the unit owners, including the owner or owners of the damaged unit or units, vote not to proceed with the reconstruction and repair of the structure, the Board of Directors or its duly authorized agent shall arrange for and supervise the prompt repair and restoration of the structure in accordance with the original plats and plans. In the event of substantial damage or destruction, each institutional holder of a first mortgage shall be entitled to written notice of the damage, and nothing in these documents shall be construed to afford a priority to any unit owner with respect to the distribution of proceeds to any such unit.

The procedure for repair and reconstruction shall be:

(a) Cost Estimates. Immediately after a fire or other casualty causing damage to the condominium the Board of Directors shall obtain reliable and detailed estimates of the cost of repairing and restoring the structures (including any damaged unit) to a condition as good as that existing before such casualty. Such costs may also include professional fees and premiums for such bonds as the Board of Directors determines to be necessary.

(b) Source and Allocation of Proceeds. If the proceeds of insurance are not sufficient to defray the said estimated costs of reconstruction and repair as determined by the Board of Directors, or if at any time during the reconstruction and repair or upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, assessments shall be made against all of the unit owners. If after repair and reconstruction is completed there is a surplus of funds, such funds shall be common funds of the Association to be used as directed by the Board of Directors.

(c) Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the plans and specifications under which the condominium was originally constructed.

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

(e) Construction Fund. The net proceeds of the insurance collected on account of a casualty and the funds collected by the Association from assessments against unit owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair in the manner set forth in this Section.

(f) Method of Disbursement. The construction fund shall be paid by the Association in appropriate progress payments to such contractor(s), supplier(s), and personnel performing the work or supplying materials or services for the repair and reconstruction of the buildings as are designated by the Board of Directors.

(g) Insurance Deductibles. If maintenance is required as a result of an insured loss, the amount of the deductible shall be considered a maintenance expense to be paid by the person or persons who would be responsible for such repair in the absence of insurance; provided, however, that no unit owner's liability for the insurance deductible shall exceed the greater of Two Hundred Fifty (\$250.00) Dollars or twenty-five (25%) percent of the total deductible. If the loss affects more than one unit or a unit and the common area, the cost of the deductible may be apportioned equitably by the Board among the parties suffering loss in accordance with the total cost of repair.

Section 4. Architectural Standards. No owner, occupant, lessee or lessor, or any other person may make any exterior change, alteration or construction, nor erect, place, or post any sign, object, light, or thing on the exterior of the buildings or any other common element without first obtaining the written approval of the Board or its delegate. Application shall be in writing and shall provide such information as the Board may reasonably require. The Board or its delegate shall publish written architectural standards for exterior alterations or additions and any request in substantial compliance therewith shall be approved. In the event that the Board or its delegate fails to approve or to disapprove such application within sixty (60) days after it shall have been submitted, its approval will not be required and this Section 4 will be deemed complied with.

Section 5. Maintenance Responsibility.

(a) By the Owner. Except as otherwise provided, each owner shall have the obligation to maintain and keep in good repair all portions of his unit and his Limited Common Elements, including all glass surfaces, the air conditioning compressor serving the unit, all pipes, lines, ducts, conduits, or other

apparatus which serve only the unit, whether located within or without a unit's boundaries (including all gas, electricity, water, sewer, or air conditioning pipes, lines, ducts, conduits, or other apparatus serving only the unit).

(b) By the Association. The Association shall maintain and keep in good repair as a common expense all of the condominium property not required to be maintained and kept in good order by an owner. Except to the extent that insurance required to be maintained or maintained by the Association covers any damage or loss, the Association shall not be responsible for any maintenance or repair to the interior of any unit. The Association shall be responsible for the maintenance and repair, as a common expense, of the area of common responsibility, which shall include the common areas and the exterior surfaces and material comprising the exterior walls of units, including roofs, siding, brick, and paving, but specifically excluding glass, whether or not included within the boundaries of a unit or its limited common elements, unless the maintenance or repair is necessitated by the owner's own conduct. The Association shall be authorized to perform, after notice, any maintenance upon a unit for which an owner is responsible and to charge the owner, as provided for assessments herein, with the actual costs of maintenance.

Article VII Assessments

Section 1. Purpose of Assessment. The assessments for common expenses provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the owners and occupants of units in the Condominium as may be more specifically authorized from time to time by the Board. Assessments may be used to compensate officers and directors only if approved by a majority vote of the Association.

Section 2. Creation of the Lien and Personal Obligation for Assessments. Each owner of any Dwelling Unit, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed, is deemed to covenant and agree to pay to the Association: (a) annual assessments or charges, (b) special assessments, such assessments to be fixed, established, and collected from time to time as hereinafter provided, and (c) any other charges lawfully assessed by the Association. These assessments or charges, together with such amounts as hereinafter provided, shall be a charge on and a continuing lien upon the property against which each such assessment is made from and after the due dates. Each owner shall be liable

for his or her portion of each assessment coming due while he or she is the owner of a unit and his or her grantee shall be jointly and severally liable for such portion as may be due and payable at the time of a conveyance but without prejudice to the rights of the grantee to recover from the grantor the amount paid by the grantee therefor; provided, however, that 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 (5) 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 (5) 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 Ten (\$10.00) Dollars may be required as a prerequisite to the issuance of such a statement. The purchaser of a unit at a judicial or foreclosure sale on any lien that has priority to the lien of the Association shall be liable only for assessments coming due after the date of such sale; provided, however, that any unpaid assessments on such unit shall be deemed common expenses collectible from all owners, including the purchaser of such unit at a judicial or foreclosure sale.

Section 3. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within ten (10) days after the due date, in addition to the amount of each assessment owed, the obligation of the owner and the lien for assessment shall also include: (a) a late or delinquency charge in the amount of Ten (\$10.00) Dollars or ten (10%) percent of the principal amount of the assessment or installment thereof then due, whichever is greater; (b) interest on each assessment or installment thereof and on any delinquency or late charge thereof from the date the same was first due and payable at the rate of eight (8%) percent per annum; (c) the cost of collection including court costs, the

expenses of sale, any expenses required for the protection and preservation of the unit, and reasonable attorney's fees actually incurred; and (d) the fair rental value of the condominium unit from the time of the institution of suit until the sale of the condominium unit at foreclosure or until the judgment rendered in such suit is otherwise satisfied. Each owner, by his or her acceptance of the deed to a unit, vests in the Association or its agents the right and power to bring all actions against him or her personally for the collection of such charges as a debt or to foreclose the aforesaid lien in any of its particulars in the same manner as other liens for the improvement of real property. A lien provided for in this Article VII shall be in favor of the Association and shall be for the benefit of all other owners. The Association, acting on behalf of the owners, shall have the power to bid on the unit at any foreclosure sale and to acquire, hold, lease, mortgage, and convey the same. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his or her unit.

Section 4. Acceleration. If a residence owner shall be in default in payment of an installment of an assessment, including but not limited to the monthly installments based on the annual budget, the Board of Directors may accelerate the remaining installments upon ten (10) days' written notice to such residence owner, whereupon the entire unpaid balance of such installments shall become due upon the date stated in such notice.

Section 5. Computation of Operating Budget and Assessment. It shall be the duty of the Board at least thirty (30) days prior to the Association's annual meeting to prepare a budget covering the estimated costs of operating the condominium during the coming year. The Board shall cause the budget and the assessments to be levied against each unit for the following year to be delivered to each member at least fifteen (15) days prior to the meeting. The budget and the assessment shall become effective unless disapproved at the annual meeting by a vote of a majority of the total association membership. Notwithstanding the foregoing, however, in the event that the membership disapproves the proposed budget or the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the current year shall continue for the succeeding year.

Section 6. Special Assessments. If the assessment proves inadequate for any year, the Board may at any time levy a special assessment against all owners; provided, however, that prior to becoming effective, any special assessment shall

be approved by the affirmative vote of two-thirds (2/3) of those present, in person or by proxy, at a special or annual meeting of the members, notice of which shall specify that purpose.

Section 7. Notice of Meetings. Written notice of any meeting called for the purpose of taking any action authorized under Section 5 or Section 6 of this Article VII shall be sent to all members not less than twenty-one (21) days in advance of the meeting. Upon written request of any institutional holder of a first mortgage, that holder shall be entitled to written notice of any such meeting and shall be permitted to designate a representative to attend and observe the meeting.

Section 8. Lien for Assessments. The Association shall have full and complete lien rights as provided or permitted by Section 41 of the Act.

Section 9. Capital Budget and Contribution. The Board of Directors shall annually prepare a capital budget which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect both to amount and timing by equal annual assessments over the period of the budget. The capital contribution required shall be fixed by the Board and included within the budget and assessment as provided in Section 5 of this Article. A copy of the capital budget shall be distributed to each member in the same manner as the operating budget.

Article VIII

Use Restrictions and Rule Making

Section 1. Authority and Enforcement. The condominium shall be used only for those uses and purposes set out in the Declaration. The Board of Directors shall have the authority to make and to enforce reasonable rules and regulations governing the conduct, use, and enjoyment of units and the common elements, provided that copies of all such rules and regulations be furnished to all owners. The Association shall be empowered, in order to enforce compliance, to impose and assess monetary fines in an amount not to exceed Twenty-Five (\$25.00) Dollars per violation, such amount to be assessed per day for a continuing violation. The Board may collect such fines in the same manner in which any and all assessments owed by a unit may be collected. Notwithstanding this right of collection, failure to comply with the By-Laws, with the administrative rules and regulations adopted pursuant thereto, and with the covenants,

conditions, and restrictions set forth in this Declaration or in the deed to a unit shall be grounds for an action to recover sums due for damages or injunctive relief or both maintainable by the Board of Directors on behalf of the Association or, in a proper case, by an aggrieved owner. Failure by the Association or any owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Procedure. The Board shall not impose a fine, suspend a member's right to vote or infringe upon any other rights of a member or other occupant for violation of rules unless and until the following procedure is followed:

(a) Demand. Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying: (i) the alleged violation; (ii) the action required to abate the violation; and (iii) a time period, not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one or a statement that any further violation of the same rule may result in the imposition of sanction after notice and hearing, if the violation is not continuing.

(b) Notice. Within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board shall serve the violator with written notice of a hearing to be held by the Board in session. The notice shall contain: (i) the nature of the alleged violation; (ii) the time and place of the hearing, which time shall be not less than ten (10) days from the giving of the notice; (iii) an invitation to attend the hearing and produce any statement, evidence, and witnesses on his or her behalf; and (iv) the proposed sanction to be imposed.

(c) Hearing. A hearing before the Covenants Committee shall be held in executive session pursuant to this notice affording the member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer or director who delivered such notice. The notice requirement shall be deemed satisfied if a violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

(d) Appeal. Following a hearing before the Covenants Committee, the alleged violator shall have a right to appeal the decision to the Board of Directors. To perfect this right,

a written notice of appeal must be received by the manager, President, or Secretary of the Association within thirty (30) days after the hearing date.

Article IX
Miscellaneous

Section 1. Notices. Unless otherwise provided in these By-Laws all notices, demands, bills, statements or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by regular 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; or

(b) If to the Association, the Board of Directors or the Managing Agent, at the principal office of the Association or the Managing Agent, if any, or at such other address as shall be designated by the notice in writing to the owners pursuant to this Section.

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

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 By-Laws or the intent of any provision thereof.

Section 4. Gender and Grammar. The use of the masculine gender in these By-Laws 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 shall be set by resolution of the Board of Directors.

Section 6. Audit. An audit of the accounts of the Association shall be made annually as a common expense by an accountant, and a copy of the report shall be furnished to each member who requests a copy in writing. Upon written request of any institutional holder of a first mortgage, such holder shall be entitled to receive a copy of the annual audited financial statement within ninety (90) days after the end of each fiscal year.

Section 7. Conflicts. In the event of conflicts between the Act, the Declaration and these By-Laws, the Act and the Declaration shall control in that order.

Section 8. Condemnation. In the event of a taking by condemnation or by eminent domain, the provisions of Section 31 of the Act shall prevail and govern. Each institutional holder of a first mortgage shall be entitled to written notice of any such condemnation proceedings, and nothing in these documents shall be construed to give a priority to any unit owner in the distribution of proceeds to such unit.

Section 9. Amendment. These By-Laws may be amended at an annual or special meeting of the members by written consent or the affirmative vote of the members of the Association holding two-thirds (2/3) of the vote thereof. 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.

Section 10. Books and Records. All members of the Association and any institutional holder of a first mortgage shall, upon written request, be entitled to inspect all books and records of the Association during normal business hours at the office of the Association or upon reasonable notice at the office of the Association or other place designated reasonably by the Board of Directors as the depository of such books and records.

Section 11. Mortgagees' Notice. A first mortgagee upon written request will be entitled to written notification from the Association of any default by an individual unit owner, who is the mortgagee's mortgagor, of any obligation arising from the breach of any provision of the Declaration or these By-Laws not cured within thirty (30) days.

11/98
DECLARATION

OF

CEDAR CANYON CONDOMINIUM

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AMENDED AND RESTATED DECLARATION

OF

CEDAR CANYON CONDOMINIUM

WHEREAS, on July 6, 1972, a certain Declaration of Condominium for Cedar Canyon was filed for record in the office of the Clerk of the Superior Court Court of Cobb County, Georgia, and recorded in Deed Book 1326, Page 709, et seq., of said records; and

WHEREAS, such Declaration has been superseded by an amended and restated by an amendment executed by all owners and mortgagees and recorded in Deed Book 1721, Page 103, et seq., Cobb County, Georgia Records, (hereinafter referred to as the "Second Declaration"), to submit the condominium property to the form of ownership as provided in the Georgia Condominium Act, Ga. Laws 1975, No. 463, Ga. Code Ann. Sections 85-1601e, et seq., (hereinafter referred to as the "Act"); and

WHEREAS, the Second Declaration provides for amendment thereto by recording a certified copy of the amendment approved by not less than seventy-five (75%) percent of the Directors and by not less than seventy-five (75%) percent of the total vote of the Association; and

WHEREAS, not less than seventy-five (75%) percent of all the Directors and not less than seventy-five (75%) percent of the total vote of the Association have approved this Amendment and Restatement of the Second Declaration;

WHEREAS, this Amendment and Restatement of the Second Declaration does not substantially affect the rights of any mortgagee;

NOW, THEREFORE, the Second Declaration of Cedar Canyon Condominium, together with the appurtenant By-Laws, is stricken in its entirety, except for those parts expressly incorporated herein by reference, and the following Declaration of Cedar Canyon Condominium, (hereinafter referred to as the "Declaration"), and the By-Laws, attached as Exhibit "C" and by reference made a part of the Declaration, are substituted therefor:

(ii)

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DECLARATION
OF
CEDAR CANYON CONDOMINIUM

Pursuant to the Georgia Condominium Act, Ga. Laws 1975, No. 463, Ga. Code Ann. Sections 85-1601e, et seq., (hereinafter the "Act"), the owners of units at Cedar Canyon Condominium hereby amend and restate the Second Declaration and continue to subject Cedar Canyon, a residential condominium, to the Act.

1.

Name

The name of the condominium is Cedar Canyon Condominium, (hereinafter sometimes called "Cedar Canyon" or the "Condominium").

2.

County and Description of Property

Cedar Canyon is located in Land Lots 859 and 860 of the 17th District, 2nd Section, of Cobb County, Georgia, and is more particularly described in Exhibit "A", attached hereto and by this reference incorporated herein.

3.

Units and Boundaries

Cedar Canyon consists of a total of one hundred thirty-seven (137) units. Plats and plans pertaining to Cedar Canyon

were filed and recorded on September 29, 1976, in Condominium Plat Book 2, Page 193, et seq., and Condominium Cabinet No. A, Cobb County, Georgia Records, and are specifically incorporated herein by reference.

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 shall include that part of the structure which lies within the following boundaries:

(a) Horizontal (Upper and Lower): There shall be no horizontal boundaries, except as may result from those areas which are within the vertical boundaries of the units but are limited common elements, as hereinafter provided.

(b) Vertical (Perimetric): The vertical boundaries of the units shall be the vertical plane of the outer unfinished surfaces of all exterior walls and the centerline of all party walls extended to intersections with each other.

With respect to windows and doors, the boundaries extend to and include the exterior parts of the window or door frame, its means of attachment to the structure, the exterior working parts, the exterior parts of the door, and the glass. The unit includes all items set out in Section 4 below serving the particular unit only, specifically including, without limitation, the power vent, if any, the compressor and blower units for heating and cooling each unit, whether located within or

were filed and recorded on September 29, 1976, in Condominium Plat Book 2, Page 193, et seq., and Condominium Cabinet No. A, Cobb County, Georgia Records, and are specifically incorporated herein by reference.

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 shall include that part of the structure which lies within the following boundaries:

(a) Horizontal (Upper and Lower): There shall be no horizontal boundaries, except as may result from those areas which are within the vertical boundaries of the units but are limited common elements, as hereinafter provided.

(b) Vertical (Perimetric): The vertical boundaries of the units shall be the vertical plane of the outer unfinished surfaces of all exterior walls and the centerline of all party walls extended to intersections with each other.

With respect to windows and doors, the boundaries extend to and include the exterior parts of the window or door frame, its means of attachment to the structure, the exterior working parts, the exterior parts of the door, and the glass. The unit includes all items set out in Section 4 below serving the particular unit only, specifically including, without limitation, the power vent, if any, the compressor and blower units for heating and cooling each unit, whether located within or

without the boundaries of the unit. All balconies and attachments to the exterior walls of a unit which protrude beyond the vertical boundaries are included as 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, and are limited common elements, as defined in Section 5 below.

Each owner shall be entitled to the exclusive ownership and possession of his or her unit, subject to the provisions of the Act and this Declaration. The ownership of each unit includes, and there shall pass with each unit as appurtenances thereto, regardless of whether separately described, all of the rights, 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.

Each unit shall include all the space within the boundaries thereof. These definitions setting forth unit boundaries shall be governed by the provisions of Section 12 of the Act.

4.

Common Elements

The common elements shall include all parts of the condominium property not included within the boundaries of a

unit, as defined in Section 3 hereof, including, without limitation, the following:

- (a) The remainder of the land described in Exhibit "A" which is not included in the units;
- (b) All recreational or community facilities, all driveway areas, and all parking spaces;
- (c) All central and appurtenant equipment for services, such as power, light, telephone, and gas;
- (d) All sewer pipes serving more than one unit;
- (e) All service and maintenance facilities and spaces;
- (f) All walks, shrubbery, and trees; and
- (g) All other parts of the property and installations in the buildings or on the property intended for common use or necessary or convenient to the existence, operation, maintenance, or safety of the property.

These definitions of the common elements shall be governed by the provisions of Section 12 of the Act.

The undivided percentage interest in the common elements appurtenant to each unit is set forth in Exhibit "B" to this Declaration. No such appurtenant interest may be separated from the unit to which it appertains.

All owners have a right of enjoyment and use in the common elements subject to any restrictions in the condominium instruments and any rules and regulations promulgated thereunder. Such right is specifically subject to (a) the right of

the Association to borrow money for the purpose of improving the common elements and, in aid thereof, to mortgage said common area whereupon the rights of any such mortgagee in said common elements should be subordinate to the rights of the owners hereunder; and (b) the right of the Association to suspend the right to use of the facilities by an owner (i) for any period during which any assessment or charge against his or her unit remains unpaid and for such additional period not to exceed thirty (30) days as the Board may impose, and (ii) for a period not to exceed thirty (30) days for violation of any provisions of the Declaration, By-Laws, or rules and regulations promulgated thereunder; provided, however, that for a continuing violation, the suspension may be for the duration of the violation plus a period not to exceed thirty (30) days.

Subject to any restrictions in the condominium instruments and any rules and regulations promulgated thereunder, an owner may delegate his or her right of enjoyment in the common elements to the members of his or her family, guests, or approved tenants who reside on the property.

No owner, nor his or her delegates, may use the common elements in such a way as to encroach upon or hinder the lawful rights of the other owners; and except for the rights of ingress and egress, the owners of units are prohibited from using any of said property outside of their respective units, except as may be allowed by the condominium instruments or the Association's

Board of Directors. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all owners in the condominium and is necessary for the protection of said owners.

5.

Limited Common Elements

The limited common elements are permanently reserved for the exclusive use of the owners and occupants of specified units and include the following:

(a) Each unit owner whose unit has sole access to the assigned patio or patios shall have an exclusive easement for the use thereof.

(b) Each unit owner shall also have an exclusive easement for the use of the carport or parking space assigned to such unit.

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.

Common Expenses

The liability for common expenses shall be assessed against each unit in the same proportion as that unit's percentage of interest in the common elements, as set forth in Exhibit "B" to this Declaration. Unless these percentages are altered by the consent of all owners and mortgagees of all units expressed in a duly recorded amendment to this Declaration, the liability for common expenses shall be fixed at a uniform rate for all owners with each unit assessed an amount equal to that assessed against each other unit.

However, notwithstanding anything to the contrary herein, any expenses benefitting or occasioned by less than all units or owners may be charged to those benefitting from or causing the expense, as is more particularly set out in Section 17(b) (1, 2, and 3) of the Act.

7.

Votes in the Association

All unit owners, by virtue of their ownership of units in the condominium, are members of the Cedar Canyon Condominium Association, Inc., and shall be entitled to vote on all matters for which members of the Association are eligible to vote pursuant to the Declaration, By-Laws, and the Articles of Incorporation. Pursuant to Section 16(a) of the Act, an equal vote is allocated to each unit.

-7-

Purposes and Uses

(a) Residential Use Only. Units shall be used for residential purposes only and no business activities of any kind shall be conducted on the property, nor shall any advertising signs, billboards, unsightly objects, or nuisances be erected, placed, or permitted to remain on the property. The property shall not be used in any way or for any purpose which may endanger the health of or unreasonably disturb the owner of any unit or any resident thereof.

(b) Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any part of the property, except that no more than two (2) dogs, cats, or other household pets may be kept by the respective owners in their respective condominiums provided that they are not kept, bred, or maintained for any commercial purpose and do not endanger the health or unreasonably disturb the owner of any unit or any resident thereof; provided, however, those occupants of units who as of the effective date of this Amended and Restated Declaration are keeping in excess of two (2) dogs, cats, or other household pets may continue to maintain those existing pets but shall be expressly prohibited from acquiring any additional pets or replacing those existing pets as of the effective date of this Amended and Restated Declaration so long as the respective occupants are maintaining two (2) or more pets.

Ⓢ) Exterior Appearance. The common elements shall not be altered in any way without the prior written approval of the Board. Specifically, but without limitation, the following restrictions shall apply, unless waived in writing by the Board.

(1) There shall be no structures, improvements, or projections of any type, whether temporary or permanent, erected or placed on or attached to any window, patio, balcony, deck, or other portion of the property (provided, however, this provision shall not be construed to prevent the use of conventional furniture, such as tables and chairs on balconies, patios, and decks);

(2) There shall be no painting of any portion of the common elements;

(3) There shall be no clothing, sign, decoration, or any other objects hung on or from or projected from any window, deck, patio, balcony, or other portion of the property; provided, however, that one (1) "For Sale" or "For Rent" sign may be posted in accordance with rules and regulations promulgated by the Board of Directors; and

(4) All equipment, garbage cans, and storage areas shall be adequately concealed.

(d) Minimum Age. No unit shall be solely occupied by a person or persons under the age of sixteen (16) years for a period exceeding one (1) month.

(e) Regulation of Boats, Trailers, Campers, and Motorcycles. The Board may prohibit the parking or storage on

the property of boats, trailers, campers, or recreational vehicles, except in specific areas designated by the Board. The Board may establish reasonable regulations concerning the use of motorcycles on the property. The Board may establish reasonable fines for the violation of said prohibitions and regulations.

(f) Rules and Regulations. The use of the property shall be subject to the Declaration, the By-Laws, and to such rules and regulations as the Board of Directors may promulgate from time to time, which rules and regulations shall be binding on all unit owners and occupants. The Board may establish reasonable fines for the violation of said rules and regulations, which shall become liens against violator's units in the same manner as assessments in the same manner as provided in Article VII, Section 2, of the By-Laws.

9.

Sale of Units

Within ten (10) days after the execution of a sales contract, an owner intending to sell his or her unit shall submit to the Board of Directors a copy of the sales contract and a notice in writing in a form prescribed by the Board of Directors. Such notice shall state the names, age, and address of the intended purchaser and of those intending to occupy the unit, and such other information as the Board may reasonably

require. Such notice shall be executed by both the current owner and by the prospective purchaser and shall contain a statement that the prospective purchaser has received a copy of the Cedar Canyon Declaration, By-Laws, and rules and regulations, that he or she has read them, and that the prospective buyer acknowledges that he or she is bound by their provisions.

The Board of Directors shall have the authority to make and to enforce reasonable rules and regulations in order to enforce this Section 9, including the right to impose and assess fines constituting a lien upon the unit pursuant to Sections 13 and 41 of the Act. Any sale or mortgage transaction executed without compliance with this Section 9 shall be void.

10.

Renting or Leasing of Units

~~Any tenant shall, in all respects, be subject to the terms and conditions of this Declaration, the By-Laws, the Articles of Incorporation, and the rules and regulations promulgated thereunder as though such tenant were an owner. Units may not be leased or rented, unless the rights of occupancy are governed by a written lease, for a term not less than six (6) months and in a form approved by the Board of Directors. No room may be rented and no transient tenants accommodated. Only the lessee(s) and members of the lessee's (lessees') family may occupy the unit.~~

-11-

Each owner agrees to cause his or her lessee or persons living with such owner or with his or her lessee to comply with the Declaration, By-Laws, and the rules and regulations promulgated thereunder, and is responsible and liable for all violations and losses caused by such tenants or occupants, notwithstanding the fact that such occupants of the unit are fully liable for any violation of the condominium instruments and regulations.

In the event that a lessee, or a person living with a lessee, violates a condominium instrument provision or a rule and regulation for which a fine is imposed, such fine shall be assessed against the lessee; provided, however, that if the fine is not paid within the time period and pursuant to the terms of the notice specified in Article VIII of the By-Laws, the owner of the unit shall pay the fine upon notice from the Association of his or her lessee's failure to comply with this section. Unpaid fines constitute a lien against the unit, pursuant to Sections 13 and 41 of the Act.

No unit shall be leased unless the owner intending to lease shall have submitted a copy of the proposed lease and a written notice in the form hereinafter provided to the Board of Directors at least fifteen (15) days prior to the effective date of the lease. The lease shall be in the same form as the Lease Agreement attached hereto as Exhibit "D"; provided, however, that a lease with comparable provisions as to the tenants

responsibilities under the condominium instruments and as to the rights conferred upon the Association as a third party beneficiary under the lease shall be acceptable and shall be deemed in substantial compliance therewith. Each lease shall contain a statement that the violation of any provision of the Declaration, By-Laws, or rules and regulations promulgated thereunder shall constitute a default under the lease. No lease shall become effective until approved in writing by the Board of Directors. The Board of Directors shall reasonably determine whether each submitted lease meets the requirements of this section and may obtain the opinion of legal counsel, at the owner's expense, as to the acceptability of leases which differ from the Lease Agreement, attached as Exhibit "D".

Any owner intending to lease his or her unit shall submit to the Board of Directors, with the proposed lease, a notice in writing in the form prescribed by the Board of Directors stating the name, age, and address of the intended lessee and members of the lessee's family who will be occupying the unit, the terms of the proposed transaction, and such other information as the Board may reasonably require. Such notice shall be executed by both the intended lessor and lessee and shall contain a statement that the lessee acknowledges that he or she has received and read the Declaration, By-Laws, and rules and regulations for Cedar Canyon supplied by the lessor, and that the lessee understands that he or she is bound by

their provisions. Such notice automatically becomes a part of the Lease Agreement, and any violation of the provisions of the notice shall constitute a breach of the Lease Agreement.

Such leasing as is in effect upon the effective date of this Declaration and which is in compliance with the terms of the Original Declaration may continue until the expiration of the lease. All owners leasing their units on the effective date of this document shall submit copies of their leases to the Board within such time period as the Board may reasonably set.

Any assignment, extension, renewal, or modification of any rental agreement, including, but not limited to, changes in the terms, duration of occupancy, or subleasing shall be considered a new rental agreement which must be approved by the Board of Directors in accordance with the standards and procedures herein set forth.

The Board of Directors shall have authority to make and to enforce reasonable rules and regulations in order to enforce this Section 10, including all rights under the lease as a third party beneficiary and the right to impose and assess fines constituting a lien upon the unit leased pursuant to Sections 13 and 41 of the Act. Any lease which is not authorized pursuant to the terms of this Section 10 shall be void.

11.

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, the Georgia Nonprofit Corporation Code, and the By-Laws.

12.

Rights of Mortgagees

Except as provided by the Act in case of substantial loss to the units and/or common elements of the condominium project, unless at least two-thirds (2/3) of the first mortgagees of unit owners give their consent, the homeowners association is not entitled to:

- (a) by act or omission seek to abandon or terminate the condominium project;
- (b) change the pro rata interest or obligations of any individual condominium unit for the purpose of (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each condominium unit in the common elements;
- (c) partition or subdivide any condominium unit;
- (d) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the common elements (the granting of easements for public utilities or for other public

purposes consistent with the intended use of the common elements by the condominium project shall not be deemed a transfer within the meaning of this clause);

(e) use hazard insurance proceeds for losses to any condominium property (whether to units or to common elements) for other than the repair, replacement, or reconstruction of such condominium property.

The prior written approval of each institutional holder of a first mortgage lien on units in the Condominium is required for the following:

(a) the abandonment or termination of the condominium project, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(b) any material amendment to the Declaration or By-Laws of the homeowners association, including, but not limited to, any amendment which would change the percentage interests of the unit owners in the project; and

(c) the effectuation of any decision by the owners association to terminate professional management and assume self-management of the project.

By virtue of this Section, any institutional holder of a first mortgage on a unit in the Project is, upon written request, entitled to (a) inspect the books and records of the Project during normal business hours; (b) receive an annual audited

financial statement of the Project within ninety (90) days following the end of any fiscal year of the Project; and (c) receive written notice of all meetings of the Owners Association and designate a representative to attend all such meetings.

Any provision in this Declaration or the By-Laws to the contrary notwithstanding, no provision of this Declaration or the By-Laws shall give a unit owner or any other party priority over any rights of the first mortgagee of the condominium unit, pursuant to its mortgage, in the case of a distribution to such unit owner of insurance proceeds or condemnation awards for losses to or a taking of condominium units and/or common elements. The first mortgagee of the condominium unit is entitled to timely written notice of any such substantial damage or destruction or any condemnation or eminent domain proceeding or proposed acquisition.

13.

Preparer

This Declaration was prepared by Caralinda J. Marris of Hyatt & Rhoads, P.C., 2200 Peachtree Center Harris Tower, 233 Peachtree Street, N.E., Atlanta, Georgia, 30303.

14.

Amendments

This Declaration may be amended by the affirmative vote or written consent of the members of the Association holding

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two-thirds (2/3) of the vote thereof. Notice of any meeting at which a proposed amendment will be considered shall state that fact and the subject matter of the proposed amendment. No amendment shall be effective until a certified copy is filed in the Office of the Clerk of the Superior Court of Cobb County, Georgia.

IN WITNESS WHEREOF, the undersigned certify that this Amended and Restated Declaration of Cedar Canyon Condominium (including the amended By-Laws attached hereto as Exhibit "C") was duly adopted this 3 day of August, 1981.

CEDAR CANYON CONDOMINIUM
ASSOCIATION, INC.

By: T. C. Woodward

Attest: Judy A. Cohen

Signed, sealed, and delivered
this 3rd day of August,
1981, in the presence of:

Barbara J. Meyer
WITNESS

M. Levee Ferguson
NOTARY PUBLIC

Notary Public, Georgia, State at Large
My Commission Expires Oct. 10, 1983

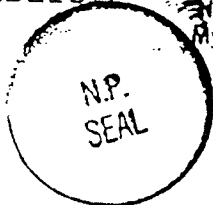


EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lots 859 and 860 of the 17th District, 2nd Section of Cobb County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin at the northwestern corner of said Land Lot 859; thence easterly along the northern line of said Land Lot 859, 924.3 feet to a rock corner; thence north $02^{\circ}41'$ east, and along a line which forms an interior angle of $267^{\circ}05'$ with the preceding course, 218.0 feet to an iron pin on the southwestern right-of-way of Powers Ferry Road, which has a 70-foot right-of-way; thence southeasterly along said southwestern right-of-way of Powers Ferry Road 258.0 feet to a point (the foregoing arc having a chord of 257.7 feet which forms an interior angle of $61^{\circ}56'$ with the preceding course); thence continuing southeasterly along said southwestern right-of-way 187.0 feet to an iron pin (the foregoing arc having a chord 186.8 feet which forms an interior angle of $168^{\circ}30'$ with the chord of the preceding arc); thence southerly along a line which forms an interior angle of $131^{\circ}36'$ with the chord of the immediately preceding arc 306.0 feet to an iron pin; thence continuing southerly along an extension of the immediately preceding course 6.5 feet to a point at the centerline of a creek; thence in a generally southwesterly direction along the centerline of said creek 1,483 feet, more or less, to a point at the intersection of said centerline with the western line of said Land Lot 859; thence northerly along said western land lot line 22.0 feet to an iron pin; thence continuing northerly along said western land lot line 1,002.0 feet to the POINT OF BEGINNING.

The foregoing courses, distances, and angles are taken from a plat of survey, dated March 25, 1972, entitled "Cedar Canyon," from Evans & Mitchell Industries, Inc., by Landmark Engineering Corporation, J. R. Holland, Registered Surveyor #1087, which plat is hereby incorporated herein by reference.

EXHIBIT "B"

Schedule of Unit Information

<u>Building No.</u>	<u>Unit No.</u>	<u>Type Unit</u>	<u>Approx. Area in Sq. Ft.¹</u>	<u>No. of Rooms²</u>	<u>Limited Common Elements³</u>
1	891	2-A	1400	5	Patio-Drive
1	889	2-B	1075	6	Patio-Drive
1	887	3-B	1600	7	Patio-Yard-Drive
1	885	4-A	1803	8	Patio-Yard-Drive
1	883	3-A	1580	7	Patio-Yard-Drive
1	881	2-A	1400	5	Patio-Drive
2	882	3-B	1600	7	Patio-Yard-Drive
2	884	4-A	1803	8	Patio-Yard-Drive
2	886	3-A	1580	7	Patio-Yard-Drive
2	888	3-B	1600	7	Patio-Yard-Drive
3	905	3-A	1580	7	Patio-Yard-Drive
3	903	3-B	1600	7	Patio-Yard-Drive
3	901	4-A	1803	8	Patio-Yard-Drive
3	899	3-B	1600	7	Patio-Yard-Drive
3	897	4-A	1803	8	Patio-Yard-Drive
3	895	3-B	1600	7	Patio-Yard-Drive
3	893	3-A	1580	7	Patio-Yard-Drive
4	2515	2-B	1075	6	Patio-Drive
4	2517	3-B	1600	7	Patio-Yard-Drive
4	2519	4-A	1803	8	Patio-Yard-Drive
4	2521	3-A	1580	7	Patio-Yard-Drive
4	2523	3-B	1600	7	Patio-Yard-Drive
4	2525	3-A	1580	7	Patio-Yard-Drive
5	883	2-B	1075	6	Patio-Drive
5	885	3-A	1580	7	Patio-Yard-Drive
5	887	3-A	1580	7	Patio-Yard-Drive
5	889	3-B	1600	7	Patio-Yard-Drive
5	891	4-A	1803	8	Patio-Yard-Drive
5	893	3-A	1580	7	Patio-Yard-Drive
5	895	2-B	1075	6	Patio-Drive
6	882	2-A	1320	5	Patio-Drive
6	884	3-A	1579	7	Patio-Yard-Drive
6	886	3-B	1600	7	Patio-Yard-Drive
6	888	3-A	1579	7	Patio-Yard-Drive
6	890	4-A	1803	8	Patio-Yard-Drive
6	892	3-B	1600	7	Patio-Yard-Drive
6	894	3-A	1579	7	Patio-Yard-Drive
6	896	2-B	1075	6	Patio-Drive
7	2471	3-A	1579	7	Patio-Yard-Drive
7	2469	3-B	1600	7	Patio-Yard-Drive
7	2467	3-B	1600	7	Patio-Yard-Drive
7	2465	4-A	1803	8	Patio-Yard-Drive
8	2463	3-A	1579	7	Patio-Yard-Drive

<u>Building No.</u>	<u>Unit No.</u>	<u>Type Unit</u>	<u>Approx. Area in Sq. Ft.</u> ¹	<u>No. of Rooms</u> ²	<u>Limited Common Elements</u> ³
8	2461	3-B	1600	7	Patio-Yard-Drive
8	2459	2-A	1400	5	Patio-Drive
9	2457	2-B	1075	6	Patio-Drive
9	2455	3-B	1600	7	Patio-Yard-Drive
9	2453	3-A	1579	7	Patio-Yard-Drive
9	2451	2-B	1075	6	Patio-Drive
10	2454	2-B	1075	6	Patio-Drive
10	2456	3-B	1600	7	Patio-Yard-Drive
10	2458	3-A	1579	7	Patio-Yard-Drive
10	2460	3-B	1600	7	Patio-Yard-Drive
10	2462	3-A	1579	7	Patio-Yard-Drive
10	2464	2-A	1400	5	Patio-Drive
11	2466	2-A	1400	5	Patio-Drive
11	2468	3-B	1600	7	Patio-Yard-Drive
11	2470	4-A	1803	8	Patio-Yard-Drive
11	2472	3-B	1600	7	Patio-Yard-Drive
11	2474	3-A	1579	7	Patio-Yard-Drive
11	2476	2-B	1075	6	Patio-Drive
12	2471	2-B	1075	6	Patio-Drive
12	2469	3-A	1579	7	Patio-Yard-Drive
12	2467	3-B	1600	7	Patio-Yard-Drive
12	2465	2-A	1400	5	Patio-Drive
13	2463	2-A	1400	5	Patio-Drive
13	2461	4-A	1803	8	Patio-Yard-Drive
13	2459	3-A	1579	7	Patio-Yard-Drive
13	2457	2-B	1075	6	Patio-Drive
14	2460	2-B	1075	6	Deck-Drive
14	*2462	4-A	2700	9	Deck-Yard-Drive
14	*2464	2-A	2100	6	Patio-Drive
14 15	2495	3-A	1579	7	Patio-Yard-Drive
15	2493	3-A	1579	7	Patio-Yard-Drive
15	2491	4-A	1803	8	Patio-Yard-Drive
15	2489	3-B	1600	7	Patio-Yard-Drive
15	2487	4-A	1803	8	Patio-Yard-Drive
15	2485	2-A	1400	5	Patio-Drive
16	2483	2-A	1400	5	Patio-Drive
16	2481	3-B	1600	7	Patio-Yard-Drive
16	2479	3-B	1600	7	Patio-Yard-Drive
16	2477	3-B	1600	7	Patio-Yard-Drive
16	2475	3-A	1613	7	Patio-Yard-Drive
16	2473	2-B	1075	6	Patio-Drive
18	2474	2-A	1400	5	Patio-Drive
18	2476	3-A	1580	7	Patio-Yard-Drive
18	2478	3-A	1580	8	Patio-Yard-Drive
18	2480	3-B	1600	7	Patio-Yard-Drive
18	2482	3-A	1580	7	Patio-Yard-Drive
18	2484	4-A	1803	8	Patio-Yard-Drive

<u>Building No.</u>	<u>Unit No.</u>	<u>Type Unit</u>	<u>Approx. Area in Sq. Ft.</u> ¹	<u>No. of Rooms</u> ²	<u>Limited Common Elements</u> ³
18	2486	3-A	1580	7	Patio-Yard-Drive
18	2488	2-B	1075	6	Patio-Drive
19	2491	3-A	1580	7	Patio-Yard-Drive
19	2493	3-B	1600	7	Patio-Yard-Drive
19	2495	4-A	1803	8	Patio-Yard-Drive
19	2497	3-A	1580	7	Patio-Yard-Drive
21	2482	2-A	1400	5	Patio-Drive
21	2484	3-A	1580	7	Patio-Yard-Drive
21	2486	3-B	1600	7	Patio-Yard-Drive
21	2488	2-A	1400	5	Patio-Drive
22	2490	3-A	1580	7	Patio-Yard-Drive
22	2492	3-A	1580	7	Patio-Yard-Drive
22	2494	4-A	1803	8	Patio-Yard-Drive
22	2496	3-A	1580	7	Patio-Yard-Drive
22	2498	3-B	1600	7	Patio-Yard-Drive
23	912	2-B	1075	6	Patio-Drive
23	914	3-A	1580	7	Patio-Yard-Drive
23	916	3-B	1600	7	Patio-Yard-Drive
23	918	4-A	1803	8	Patio-Yard-Drive
23	920	3-B	1600	7	Patio-Yard-Drive
23	922	3-A	1580	7	Patio-Yard-Drive
23	924	3-A	1580	7	Patio-Yard-Drive
23	926	2-B	1075	6	Patio-Drive
24	915	3-B	1600	7	Patio-Yard-Drive
24	917	4-A	1803	8	Patio-Yard-Drive
24	919	3-A	1580	7	Patio-Yard-Drive
24	921	3-A	1580	7	Patio-Yard-Drive
24	923	3-A	1580	7	Patio-Yard-Drive
25	2526	2-A	1400	5	Patio-Drive
25	2528	3-A	1580	7	Patio-Yard-Drive
25	2530	3-B	1600	7	Patio-Yard-Drive
25	2532	4-A	1803	8	Patio-Yard-Drive
25	2534	3-A	1580	7	Patio-Yard-Drive
26	2536	4-A	1803	8	Patio-Yard-Drive
26	2538	3-A	1580	7	Patio-Yard-Drive
26	2540	3-A	1580	7	Patio-Yard-Drive
26	2542	3-B	1600	7	Patio-Yard-Drive
26	2544	3-B	1600	7	Patio-Yard-Drive
27	2546	2-A	1400	5	Patio-Drive
27	2548	3-A	1580	7	Patio-Yard-Drive
27	2550	4-A	1803	8	Patio-Yard-Drive
27	2552	2-B	1075	6	Patio-Drive
28	2566	3-B	1600	7	Patio-Yard-Drive
28	2568	3-A	1580	7	Patio-Yard-Drive
28	2570	4-A	1803	8	Patio-Yard-Drive
28	2572	3-B	1600	7	Patio-Yard-Drive
28	2574	2-A	1400	5	Patio-Drive

NOTES:

1. The unit areas stated above are computed from the architectural drawings of the buildings by William J. Dougherty, A.I.A. Each unit will have an actual area determined by the dimensions of such unit as shown on the final Plans, as such Plans may be amended by the "as-built" Location Plat now or hereafter filed with the Clerk of the Superior Court of Cobb County, Georgia.

2. Exclusive of baths, halls, and closets.

3. "Drive" includes the concrete drive and the parking space or carport located at the end of the drive.

* Unit includes unfinished basement.

Assigned Value

For the purpose of the Act each unit shall have an assigned value of One (\$1.00) Dollar.

Percentage Ownership of Common Elements

Each unit shall include equal percentage ownership in the Common Elements.

35.00

STATE OF GEORGIA

Reference: Deed Book 2402
Page 71

COUNTY OF COBB

AMENDMENT TO THE DECLARATION OF
CEDAR CANYON CONDOMINIUM

This Amendment is executed this 24 day of October, 1981 by the Cedar Canyon Condominium Association, Inc. and is made (1) to protect the equity of the individual property owners in Cedar Canyon Condominium; (2) to carry out the purposes for which the Condominium was formed by preserving the character of the Condominium as a homogenous residential community of predominantly owner-occupied homes and by preventing the condominium from assuming the character of an apartment, renter-occupied complex; (3) to assist in compliance with the eligibility requirements for financing in a secondary mortgage market, and (4) for other purposes.

W I T N E S S E T H:

WHEREAS, Cedar Canyon Condominium was created pursuant to a Declaration of Condominium for Cedar Canyon Condominium (hereinafter referred to as the "Original Declaration") recorded July 6, 1972 in the Office of the Superior Court of Cobb County, Georgia, in Deed Book 1326, page 709, et seq., of said records; and

WHEREAS, such Original Declaration was superseded by an amendment executed by all owners and mortgagees and recorded in Deed Book 1721, Page 103, et seq., Cobb County, Georgia Records, (hereinafter referred to as the "Second Declaration"), to submit the condominium property to the form of ownership as provided in the Georgia Condominium Act, Georgia laws 1975 No. 463, Ga. Code Ann. §85-1601(e) et seq., (hereinafter referred to as the "Act"); and

WHEREAS, this Second Declaration was amended and restated in its entirety by an Amended and Restated Declaration of Cedar Canyon Condominium (hereinafter referred to sometimes as the "Amended and Restated Declaration" and sometimes as the "Declaration"), recorded in Deed Book 2402, Page 71, et seq., recorded on August 24, 1981 in the Office of the Superior Court of Cobb County, Georgia; and

WHEREAS, the plat for Cedar Canyon Condominium is shown on that certain plat of survey entitled "Plats of Cedar Canyon Condominiums, Cobb County, Georgia" dated September 27, 1976 which was filed and recorded on September 29, 1976 in Condominium Plat Book 2, Page 193, et seq., in the Office of the Clerk of the Superior Court of Cobb County, Georgia; and

1980 OCT 31 PM 2:06
J. L. Stephenson
CLERK SUPERIOR COURT COBB CO GA

FILED AND RECORDED

EX5913FG0083

WHEREAS, said improvements are shown on those certain architectural drawings entitled "Cedar Canyon" prepared by William J. Dougherty, Architect which were filed and recorded on September 29, 1976 in Condominium Cabinet No. A (currently located at Plan Book 72-003 and Plan Book 72-010) in the Office of the Clerk of the Superior Court of Cobb County, Georgia; and

WHEREAS, Cedar Canyon Condominium Association, Inc. (hereinafter referred to as the "Association") the Association as defined under the aforesaid Amended and Restated Declaration, and the membership thereof desired to amend said Amended and Restated Declaration for the purpose of regulating the leasing of units in the Condominium; and

WHEREAS, pursuant to Section 14 of the Amended and Restated Declaration of Cedar Canyon Condominium, and the Georgia Condominium Act, the Declaration may be amended by the affirmative vote of the members of the Association holding two-thirds (2/3) of the total vote of the members of the Cedar Canyon Condominium Association, Inc. entitled to vote; and

WHEREAS, members holding at least two-thirds (2/3) of the total vote of the members of the Association entitled to vote have, by affirmative vote at the annual meeting of the Cedar Canyon Condominium Association, Inc. held on October 8, 1990, approved this Amendment to the Amended and Restated Declaration;

NOW, THEREFORE, the Amended and Restated Declaration of Cedar Canyon Condominium is hereby amended as follows:

I. By deleting in its entirety Section 10 from the Amended and Restated Declaration of Cedar Canyon Condominium dated August 3, 1981 and recorded on August 24, 1981 in Deed Book 2402, Page 71, et seq., Cobb County, Georgia records, and substituting in its place a new Section 10 which shall read as follows:

Section 10. Leasing.

(a) General

The units at Cedar Canyon Condominium shall be and are restricted exclusively to residential use and occupancy by one (1) family, and no business may be conducted upon the condominium property. Notwithstanding the above, or any other provision within this Declaration, trade or business activity may be conducted in or from a unit such that said trade or business activity would cause no noise, odor, fire hazard or excessive traffic, and which cannot be seen by neighbors, and which would not have any tools of trade stored or placed on the patio or in the carport. Further, notwithstanding the above, "garage sales" are permitted, but only with the prior consent of the Board of Directors. As used in this Section, the term "one (1) family" shall mean one or more persons related by blood, adoption, or marriage. A number of persons, but not exceeding two (2) adults in a two

(2) bedroom unit, three (3) adults in a three (3) bedroom unit and four (4) adults in a four (4) bedroom unit, plus not more than one (1) child in a two (2) bedroom unit, two (2) children in a three (3) bedroom unit, and three (3) children in a four (4) bedroom unit, though not all related by blood, adoption or marriage, shall also be deemed to constitute one (1) family. Occupancy of a unit by any inhabitants other than one (1) family, as defined herein, is expressly prohibited, unless otherwise approved by the Board of Directors. As used herein, the words "by blood" shall extend to children, grandchildren, brothers and sisters, nieces and nephews, parents, uncles and aunts, and first cousins, and no other kinships. "Occupancy", for purposes of this Declaration, shall be defined as staying overnight in a unit for more than thirty (30) days in any one (1) year period.

The general use restrictions shall not apply to require the removal of any one person occupying a unit on the effective date of this amendment. However, a person may not begin to occupy a unit after the effective date of this amendment if the unit occupancy does not comply with the use restrictions contained in this section prior to occupancy by such person, or if the unit occupancy would become not in compliance as a result of occupancy by such person.

(b) Leasing of Units.

(i) Definition. "Leasing," for purposes of this Declaration, is defined as regular occupancy of a unit by any person other than the owner, with or without a written lease agreement, for which the owner, any relative of the owner or any other agent of the owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument.

(ii) In General. In order (1) to protect the equity of the individual property owners in Cedar Canyon Condominium; (2) to carry out the purposes for which the condominium was formed by preserving the character of the condominium as a homogeneous residential community of predominantly owner-occupied homes and by preventing the condominium from assuming the character of an apartment, renter-occupied complex; (3) to assist in compliance with the eligibility requirements for financing in a secondary mortgage market; and (4) for other purposes, except as provided in the subparagraphs relating to undue hardship (Section 10(b)(iii)) and the applicability of the leasing regulations (Section 10(b)(v)) of this Declaration, leasing of units at Cedar Canyon Condominium shall be prohibited.

(iii) Undue Hardship. Notwithstanding the above, the Board of Directors, in their discretion, shall be empowered to allow reasonable leasing of units, upon application, to avoid undue hardship upon an owner, including, but not limited to, those instances (1) where an owner must relocate his or her residence and cannot, within ninety (90) days from the date that the dwelling unit was placed on the market, sell the dwelling unit for the current fair market value (as may be determined by an appraiser or any other person approved by the Board and paid for by the Owner), after having made reasonable

efforts to do so; (2) where the owner dies and the dwelling unit is being administered by his or her estate; (3) the owner temporarily relocates outside the metropolitan Atlanta area and intends to return to reside in the unit; and (4) the unit is to be leased to a member of the owner's immediate family (which shall be defined to include a spouse, child, parent, or parent-in-law). Those owners who are required to demonstrate and who have demonstrated that the inability to lease their dwelling unit would result in undue hardship and have obtained the requisite approval of the Board may lease their dwelling units for such duration as the Board reasonably determines is necessary to prevent undue hardship. In the event the Board permits an owner to lease a unit for a stated period of time in order to prevent undue hardship, such owner shall immediately discontinue leasing of his or her unit at the end of such period of time unless the Board renews or extends permission to lease.

Any owner who believes that he or she must lease his or her unit to avoid undue hardship shall submit a written application to the Board at least 15 days in advance of the proposed commencement of such lease term, setting forth the circumstances necessitating the leasing, the name of the proposed lessee, and members of the lessee's family who will be occupying the unit, if any, a copy of the proposed lease, and such other information as the Board may reasonably require. Leasing in the case of undue hardship shall only be permitted upon the Board's written approval of the Owner's application, and there shall be no occupancy by any lessee until such approval by the Board is granted. However, failure of the Board to approve or disapprove such written application to allow for leasing due to undue hardship within 15 days from the date of its submission shall automatically deem such application approved by the Board.

The Board shall have the power to make and enforce reasonable rules and regulations and to fine, in accordance with the Declaration and By-Laws, in order to enforce the provisions of this paragraph. Any transaction which does not comply with this paragraph shall be void unless subsequently approved by the Board of Directors in writing.

(iv) Leasing Provisions. Such leasing as is permitted by this paragraph of the Declaration shall be governed by the following provisions:

(1) General. Units may be leased only in their entirety; no fraction or portion may be leased. There shall be no subleasing of units or assignment of leases unless approved in writing by the Board of Directors. No transient tenants may be accommodated in a unit. All leases shall be in writing and may be in the form approved by the Association attached hereto as Exhibit "A" and incorporated herein by this reference or in a similar form which shall include provisions 5,6,7, and 8 of the form attached as Exhibit "A". Except as otherwise permitted by the Board, all leases must be for a minimum term of one (1) year. The unit owner must make available to the tenant copies of the Declaration, By-Laws, and the rules and regulations.

(2) Liability for Assessments, Fines and other Charges and Compliance with Declaration, By-Laws, and Rules and Regulations. Any lease of a unit in the Condominium shall be deemed to contain the following provisions, whether or not expressly therein stated, and each owner covenants and agrees that any lease of a unit shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into a lease by existence of this covenant. Any lessee, by occupancy in a unit, agrees to the applicability of this covenant and incorporation of the following language into the lease:

(A) Liability for Assessments, Fines and other Charges. Lessee agrees to be personally obligated for the payment of all assessments, fines and other charges levied against the owner which become due during any period of occupancy by the lessee or which become due as a consequence of Lessee's activities, including, but not limited to, activities which violate provisions of the Act, Declaration, the By-Laws, or the rules and regulations adopted pursuant thereto. The above provision shall not be construed to release the unit owner from any obligation, including the obligation for assessments or any other charges assessed against their lessees for which he or she would otherwise be responsible.

Upon the failure of the unit owner to pay, and upon request by Cedar Canyon Condominium Association, Inc. ("Association"), Lessee shall pay to the Association all rents and other charges payable to Lessor hereunder. All such payments made by Lessee to the Association shall reduce, by the same amount, Lessee's obligation to make monthly rental payments to Lessor. It shall be the responsibility of the Association and not of the Lessee to account to the Lessor for funds actually received by the Association from the Lessee. In the event that Lessee fails to comply with the Association's request to pay such rents and other charges, Lessee shall pay to the Association all late charges, fines, interest, and costs of collection, including, but not limited to, reasonable attorney's fees actually incurred, to the same extent Lessee would be required to make such payments to the Association if the Lessee were the owner of the unit.

(B) Compliance with Declaration, By-Laws, and Rules and Regulations. Lessee agrees to abide and comply with all provisions of the Declaration, By-Laws, and rules and regulations adopted pursuant thereto and shall control the conduct of all other occupants and guests in order to ensure compliance with the foregoing. Owner agrees to cause all occupants of his or her unit to comply with the Declaration, By-Laws, and the rules and regulations adopted pursuant thereto and is responsible for all violations and losses caused by such occupants, notwithstanding the fact that such occupants of the unit are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, or a rule and regulation for which a fine is imposed, such fine shall be assessed against the Lessee; provided, however, if the fine is not paid by the Lessee within the time period set by the Board of Directors, the Owner shall pay the fine upon notice from the Association

of the Lessee's failure to pay the fine or fines. Notwithstanding the above, the Board of Directors shall have the right, but not the obligation, to waive any fine or part thereof, assessed against the Lessee that is charged against the Owner, that was incurred during the term the Owner seeks, in good faith, to remedy a violation caused by the Lessee or to evict the Lessee. Unpaid fines constitute a lien against the unit. Any Lessee charged with a violation of the Declaration, By-Laws, or rules and regulations adopted pursuant thereto is entitled to the same procedure to which an owner is entitled prior to the imposition of a fine or other sanction.

Any violation of the Declaration, By-Laws, or rules and regulations adopted pursuant thereto is deemed to be a violation of the terms of the lease and thus a default under said Lease, and authorizes the owner to terminate the lease without liability and to evict the Lessee in accordance with Georgia law. The owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the Lessee for breaches resulting from the violation of the Declaration, By-Laws, and the rules and regulations adopted pursuant thereto, including the power and authority to evict the Lessee on behalf and for the benefit of the owner, in accordance with the terms hereof. In the event the Association proceeds to evict the tenant, any costs, including attorney's fees and court costs, associated with the eviction shall be specially assessed against the unit owner thereof, such being deemed hereby as an expense which benefits the leased unit and the owner thereof.

The Board of Directors of the Association shall have the authority to adopt and to enforce reasonable rules and regulations in order to enforce this Section 10, including all rights under the lease as a third party beneficiary and the right to impose and assess fines constituting a lien upon the unit pursuant to the Act.

(v) Applicability. Those owners who are owners of units at Cedar Canyon Condominium who obtained title by recorded instrument before the recording date of this Amendment may lease units in accordance with the terms of this Declaration as it existed before the adoption of this Amendment and shall not be required to demonstrate undue hardship as a prerequisite to the leasing of those units. Notwithstanding the above, all such owners who intend to lease their units must give fifteen (15) days written notice to the Board of Directors of their intention, along with a copy of the proposed Lease, and all such leasing and leases shall be subject to approval by the Association and the provisions of Section 10(b)(iv) as amended herein. However, upon any sale, transfer or other conveyance of the unit, any purchaser, transferee or other grantee thereof shall be subject to the provisions of this Amendment in its entirety in addition to all other provisions of the Declaration, Bylaws and Rules and Regulations adopted pursuant thereto. The failure of the Board to approve or disapprove such written application to allow for leasing within fifteen (15) days from the date of its submission shall automatically deem such application approved by the Board. Any lease which is not authorized pursuant to the terms of this Section 10 shall be void.

Leases existing on the date on which this Amendment is recorded shall not be subject to the terms of this Amendment. Such leases may continue in accordance with the terms of the Declaration as it existed prior to the recording date of this Amendment. However, any assignment, extension, renewal, or modification of any lease agreement, including, but not limited to, changes in the terms or duration of occupancy, shall be considered a termination of the old lease and commencement of a new lease which must comply with the provisions of this Amendment. All owners who are currently leasing shall file copies of their leases with the Board of Directors within thirty (30) days of the date on which this Amendment is recorded in the Cobb County, Georgia, Records.

(vi) Use of Common Elements. By the execution and submission of a lease to the Association by the Owner and Lessee, the Owner hereby acknowledges the transfer and assignment to the Lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the common elements of the Condominium, including, but not limited to, the use of any and all recreational facilities and other amenities that are a part of the common elements of the Association as defined under the Declaration.

The Amendment shall not apply to any leasing transaction entered into by the holder of any first mortgage on a unit who becomes the owner of a unit through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such mortgage.

II. By adding Section 15 to the Amended and Restated Declaration of Cedar Canyon Condominium dated August 3, 1981, recorded on August 24, 1981 in Deed Book 2402, Page 71 et seq., Cobb County, Georgia Records, entitled "Meetings of the Members" which shall read as follows:

15.

MEETINGS OF THE MEMBERS

Meetings of the members of the Association shall be held in accordance with the provisions of the Association's Bylaws and in any event not less frequently than annually. A meeting of the members may be called upon the written request of at least fifteen percent (15%) of the unit owners.

The provisions of this Section 15 shall only remain in effect until such time as such provisions are no longer required pursuant to the Georgia Condominium Act, O.C.G.A. §44-3-70, et seq.

III. Except as herein modified and amended, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned officers of Cedar Canyon Condominium Association, Inc. hereby certify that the above Amendment to the Declaration was duly adopted by the Association and its membership.

This 27 day of October, 1990.

CEDAR CANYON CONDOMINIUM
ASSOCIATION, INC.

BY: [Signature]
President

Attest: [Signature]
Secretary

Signed, sealed, and delivered
this 27 day of October,
1990, in the presence of:

[Signature]
Witness

[Signature]
Notary Public

Notary Public, Georgia, County of Cobb
My Commission Expires March 16, 1993

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RULES & REGULATIONS
of the
CEDAR CANYON CONDOMINIUM ASSOCIATION, INC.
(Revised September 2006)

As a homeowner, you own only the inside of your unit. Patios, driveways, carports and courtyards are Limited Common Elements for your exclusive use, though owned and controlled by the Association. It is the responsibility of every homeowner to maintain the neat appearance of his/her Limited Common Element, which includes ground maintenance within the patio, courtyard and carport areas. As association property, the Limited Common Element cannot be changed or altered in any way without prior written approval from the Board of Directors.

I. Architecture

- A. Before any changes are made to the building exterior or to the common elements, a written request with complete details and specifications must be submitted to the Architectural Controls Committee or the Board of Directors. If the change is approved, specific details will be given in writing to the homeowner.
- B. Installation of satellite dish must comply with FCC guidelines with regard to dish placement.
- C. Any damage to the exterior wood siding caused by a unit owner is the responsibility of that owner.
- D. In order to allow and encourage the proper upkeep of units, the following exterior changes are permitted with no prior authorization of the Architectural Committee or the Board of Directors.
 - 1. Front doors may be replaced with a windowless door of no less than six panels. The exterior of the door must be painted in the original door color. A gold or brass doorbell or knocker unit, not to exceed 6" x 9" may be installed.
 - 2. Front screen doors may be replaced with a metal door of at least 50% screen or glass. The frame and all structures of the door must be painted in the original color.
 - 3. Air conditioners may be shrouded with wood or lattice. The lattice must be painted to match the exterior surface of the unit.
 - 4. Windows may be changed out to a double-paned model, provided the new window matches the dimension, style, and color of the original.

II. Patios/Balconies/Courtyards

- A. Patios, balconies and courtyards are limited common areas and are to be maintained by the owner in a neat, clean manner. Any unsightly articles must not be visible from the street or by your neighbor.
- B. Patios and courtyards must be kept clean. These are not storage areas. Only grills, patio furniture, plants and plant stands, and firewood in a rack are allowed. Firewood must be stored in a rack and kept at least six inches from wooden exterior of building. Shelves, cabinets, appliances and storage items are not allowed. Grills may not be used while resting on wooden floors or decks.
- C. All shrubbery inside courtyard must be trimmed below fence tops at least once annually.
- D. Cleanliness of garbage enclosures is the responsibility of each resident. All garbage must be in a sealed plastic bag and placed in a trashcan with a lid.
- E. Planters are not permitted to sit on the wooden enclosures of the patios or courtyards.

III. Carports

- A. Only operable vehicles, firewood in a rack, hanging plants, hoses on a rack and bicycles are allowed in carports.
- B. Bicycles must be kept on bicycle hooks hanging from the ceiling of the interior corner or the carport, parallel with vehicles.

- C. Firewood must be kept in a rack and kept at least six inches from wooded exterior of the building.
- D. Hoses must be hanging or rolled up on a hose rack.

IV. Grounds

- A. The groundskeeper will discard any toys or other objects left on the landscaped area.
- B. Planting of any kind on the common elements requires written approval of the Landscape Committee or the Board of Directors.
- C. A single "For Sale" or "For Rent" sign may be placed in the interior window of a unit, or in the interior of the glass portion of the storm door of a unit that is for sale or rent. If barriers such as trees obstruct all windows and doors, the owner may make a written request to the Board of Directors for alternate sign placement. In addition a single information holder or flyer box, no larger than 12" x 12" may be placed at the shrub line.
- D. Only one "For Sale", or "For Rent" or "Garage Sale" sign per unit will be allowed at the front entry from 6PM on Friday evening until sundown on Sunday evening.

V. Parking and Vehicles

- A. No vehicles shall be parked on any grassed or landscaped areas.
- B. Street parking is restricted to only one side of each street. Vehicles parked in "No Parking" zones will be towed without notice, at the owner's expense.
- C. Each unit may have no more than two vehicles unless prior written approval of the Board of Directors is obtained.
- D. All vehicles must have current license plates, emission control stickers, must be insured, and must be used as the resident's mode of transportation.
- E. Vehicles may not be stored or abandoned on the street or in the carport/driveway areas. Stored is defined as any vehicle left unmoved more than 10 days.
- F. If the resident has adequate driveway/carport space, vehicles must be kept in that space and not on the street. Vehicles cannot be parked in any manner which blocks any driveway or restricts traffic flow, especially that of emergency vehicles.
- G. No boats, trailers, campers or other recreational vehicles may be parked within the community except for loading or unloading.
- H. No commercial vehicles can be parked within the community except for loading and unloading.
- I. Motorcycles cannot be ridden in the community except entering and leaving the property.
- J. There will be no vehicle maintenance beyond emergency repairs or minor maintenance checks.

VI. Pets

- A. Pets must be on a leash held by the owner at all times. This includes cats per Cobb County leash laws.
- B. Pets are not permitted in the pool, clubhouse, tennis court, and playground areas.
- C. Only the outer perimeter areas can be used for pet fences when walking pets. Residents are expected to clean up after their pets in any maintained area.
- D. Pets must not be left unattended on patios, carports or courtyards.
- E. Pets must not be left unattended and tied in any landscaped area. Any pet damage will be assessed to the resident.
- F. No more than two pets per unit are allowed.

VII. Recreation

A. Swimming Pool Rules

The swimming pool cannot be reserved. Hours for use are 8:00 a.m. to 10:00 p.m., Sunday through Thursday, and 8:00 a.m. to 11:00 p.m., Friday and Saturday. The pool may not be used during maintenance hours or whenever the sign states that the pool is closed. Anyone in the pool, or pool area, after the posted hours will be considered trespassing and will be subject to

prosecution. The gate needs to remain locked at all times. If you need a pool key the cost is \$2 and you should contact the Board for one.

1. All guests using the pool must be accompanied by an adult homeowner or adult rental resident.
2. No one under the age of 16 is permitted to use the pool without the direct supervision of an adult homeowner or rental resident.
3. No more than three guests per unit are permitted in the pool or pool area without prior approval of the Board of Directors.
4. Enter through the gate only. Climbing the gate or fence is strictly prohibited. If you have lost your gate key, contact the Board for a replacement.
5. All sunbathers using tanning lotions must shower before entering the pool.
6. Proper swimsuit attire is required at all times while swimming. Street clothes may not be worn in the pool.
7. Infants and children that are not potty-trained must wear a Swim Diaper AND rubber pants in the pool.
8. No person with open sores, wounds, bandages or communicable diseases are allowed in the pool.
9. Drinking glasses, glass bottles or glass containers of any kind are not permitted in the pool area.
10. While smoking is permitted in the pool area, cigarettes must be disposed of in the cigarette urns.
11. Running, pushing and rough play are not permitted in the pool or pool area. Radios, tape and CD players should be played at a controlled volume, not offensive to other residents.
12. No bikes, skateboards, skates or other inappropriate toys are permitted in the pool area.
13. Association-owned furniture and equipment may not be removed from the pool area or misused.
14. The safety equipment — life rings, life hooks, etc., are not toys. No, resident or guest is ever permitted to play with them.
15. For safety reasons diving is permitted in the deep end only.

B. Tennis Court

1. The tennis court will be available daily for residents' use from 8:00 a.m. to 9:00 p.m.
2. The tennis court gate is to be locked at all times when not in use.
3. Any tennis activity involving guests must include or be supervised by at least one resident.
4. Lights are activated by a one-hour timer located near the pool gate. Turn the court lights off when you finish playing. At 9:00 p.m. the court closes and is inoperable until the next day.
5. No bikes or skateboards are allowed in the tennis court area.

C. Clubhouse

1. Reservations are on a first-come, first-serve basis.
2. A user's agreement must be signed prior to reserving the clubhouse. There will be a joint inspection prior to and after use.
3. All parties must end and the clubhouse vacated and locked by 12:30 a.m.
4. Residents, their families, and guests are not permitted to wear swimming attire in the carpeted areas of the clubhouse.
5. There is a \$25.00 fee charged for use of the clubhouse. Any personal use of the clubhouse requires a \$50.00 deposit at the time the key is obtained. The resident must assume full responsibility for securing and cleaning the clubhouse when leaving. The \$50.00 deposit is fully refundable if the clubhouse is satisfactorily and timely cleaned.
6. If your party is canceled all monies will be returned.
7. Any overt damages incurred during clubhouse use will be the responsibility of the homeowner who has obtained the rental. The cost of repairs or replacement to any damages will be billed to the homeowner separately from the \$50 deposit. These charges

are due and collectible in the same manner in which any and all assessments owed by a unit owner to the Association.

8. Anyone contracting for the use of the clubhouse must be at least twenty-one years old or have an adult resident-of-record over age twenty-one present at all times.
9. No alcoholic beverages are permitted in the Clubhouse.

D. Playground

1. Hours are from 8:00AM to 9:00PM
2. The designated playground area adjacent to the tennis court and swimming pool is for children's activities.
3. The common grounds of Cedar Canyon cannot accommodate sports or games (i.e. football, baseball, volleyball, etc.) without creating a potential hazard to property or persons. Therefore, participation in any activity involving the utilization of articles such as, but not limited to balls of any kind, Frisbees, bats, rackets, etc. on Cedar Canyon common grounds is prohibited, except for non-competitive activities in the area between the creek and the tennis court, provided that such activity does not disturb other residents.
4. All residents are responsible for their children and guest(s) in complying with these rules.

VII. Nuisance

All residents are required to respect the rights of neighbors at all times. There should be no excessive noise, music, etc. between the hours of 9:00PM and 9:00AM.

VIII. Enforcement

- A. Every homeowner and renter is responsible for the conduct of all-family members and guests. Any damages, fines or penalties will be assessed directly to the responsible homeowner or renter.
- B. The Board of Directors will enforce adherence to the Rules, Declaration and By-laws of the Association. Written notification of violations will require prompt attention by the violating resident. Failure to respond to written notification may result in fines as described in Paragraph C below.
- C. Violation of any of these rules is subject to the loss of recreational privileges and/or a maximum fine of \$25.00 per day per violation as set forth in the Declaration and By-laws.
- D. Residents more than thirty (30) days delinquent in any fees due the Association cannot use the recreation area or facilities.