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GEORGIA, Fulton County, Clerk's Office Superior Court
Filed & Recorded, JAN 13 1983 at 9:36

Anthony J. Lina CLERK

Reference: Deed Book 6131
Page 35
Deed Book 6544
Page 399
Deed Book 6593
Page 166
Deed Book 7694
Page 403

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
FOR
THE LANDMARK CONDOMINIUM

WHEREAS, Landmark Apartments, Inc. a Georgia Corporation recorded a Declaration identified as a "Declaration of Landmark Apartments, Inc." (hereinafter together with all lawful amendments called "Declaration"), dated August 30, 1976, and recorded in Deed Book 6131, Page 35, Fulton County, Georgia Records which Declaration submitted the property therein described to the Apartment Ownership Act and created the Landmark Condominium; and

WHEREAS, such Declaration has been amended previously by amendments, including an amendment changing the name of the Developer to Trustees of Realty Growth Investors, recorded in the Fulton County, Georgia Records as follows:

	<u>Book</u>	<u>Page</u>	<u>Date Filed</u>
Amendment 1	6544	399 et seq.	August 30, 1976
Amendment 2	6593	166 et seq.	November 16, 1976
Amendment 3	7694	403 et seq.	November 10, 1980

WHEREAS, A Master Plat was recorded on May 8, 1974, in Condominium Plat Book 3, Page 104, Fulton County, Georgia Records and a Supplemental Plat was recorded in Condominium Plat Book 3, Page 121, aforesaid records, on September 4, 1974 (said plats hereinafter sometimes referred to as "the plats"); and

WHEREAS, floor plans of units are filed in Condominium Cabinet One, Folder 39, Condominium File Drawer, Fulton County, Georgia Records which plans include the "Basement Plan," the lobby or "First Floor Plan," and the plan for the twenty (20) stories of the Building or the "Basic Floor Plan" (and are hereinafter sometimes referred to as "the plans"); and

WHEREAS, The Landmark Condominium Association, Inc., the successor by name change to The Landmark Homeowners Association, Inc., the Association as defined under the aforesaid Declaration for the purpose of submitting the condominium to the Georgia Condominium Act, Georgia Laws 1975, No. 463, and for other purposes; and

WHEREAS, the residence owners as members of the Association have been given and have taken full administrative control of the Association, under the terms of the Declaration; and

WHEREAS, the Declaration may be amended by resolution adopted by all of the directors and approved by at least

seventy-five (75%) percent of the total vote of the Association of owners; and

WHEREAS, all of the directors and at least seventy-five percent (75%) of the total vote of the Association have agreed to amend the Declaration for the purpose of submitting the condominium to the Georgia Condominium Act, Ga. Laws 1975, No. 463, Ga. Code Ann., Sections 85-1601e et seq. and for other purposes;

NOW THEREFORE, the Declaration of Landmark Apartments, Inc. is amended by striking the Declaration in its entirety except for the Exhibits thereto or parts thereof which are specifically preserved herein except to the extent that they may be inconsistent with this amendment and simultaneously substituting therefore the following:

DECLARATION OF CONDOMINIUM
FOR
THE LANDMARK CONDOMINIUM

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DECLARATION OF CONDOMINIUM
FOR
THE LANDMARK CONDOMINIUM

Pursuant to the Georgia Condominium Act, Ga. Laws 1975, No. 463, Ga. Code Ann. Sections 85-1601e et seq., the owners of units at The Landmark, a condominium, hereby: amend the Declaration for the purpose of establishing The Landmark Condominium as a condominium; and submit the property to the Act and subject it by this Declaration to be The Landmark Condominium.

1. Name. The name of the condominium is The Landmark Condominium (hereinafter sometimes called The Landmark or the Condominium.)

2. Location. The Condominium is located in Land Lots 51 of the 14th District, Fulton County, Georgia and is more particularly described in the original Declaration at Deed Book 6131, Page 66, Fulton County, Georgia Records. Said description is included herein as attached Exhibit A, which is by this reference incorporated herein.

3. Units. The property described and submitted to the Act is divided into 200 separate residential condominium units with each of the twenty (20) stories of the Building (as shown on the "Basic Floor Plan" of the plans) having ten units (there is not a thirteenth story). Furthermore, the basement

as shown on the "Basement Plan" of the plans, shall consist of a laundry unit (designated Unit CS-6 on said plans) and storage and mechanical rooms. The lobby area as shown on the "First Floor Plan" of the plans shall consist of five (5) units (designated CS-1 through CS-5, inclusive on said plans), all which may be used for various commercial purposes. Each unit is subject to the provisions of this Declaration. Each unit consists of a dwelling and its appurtenant percentage of undivided interest in the common area as shown on Exhibit C attached to the original Declaration. Exhibit C attached to the original Declaration is reproduced herein as Exhibit B attached hereto and by this reference incorporated herein. The units are depicted on the plats and plans, aforementioned, that were filed with the original Declaration or previous amendments thereto which plats and plans are incorporated herein by this reference. Except as provided in paragraph four below which describes the common area, each unit includes that part of the structure which lies within the following boundaries:

(A) Horizontal (Upper and Lower): The horizontal boundaries extend to and include the interior surface of the floor and ceiling of a unit separating the unit from the common area.

(B) Vertical (Perimetric): The vertical boundaries shall extend to and include the interior surface of the walls separating the unit from the common area and to the center line of the party walls separating the unit from other units.

4. Common Element. The common elements and facilities include all parts of the condominium property not located within the boundaries of a unit. The percentage of ownership in the common elements was shown on Exhibit C attached to the original Declaration. Exhibit C attached to the original Declaration is reproduced herein as Exhibit B attached hereto and by this reference incorporated herein.

5. Limited Common Element. Ownership of each residence shall entitle the owner or owners thereof to the exclusive use of those portions of the common elements located beyond the boundaries of each unit as shown on the floor plans which were filed for record with the filing of the original Declaration in the Office of the Clerk of the Superior Court of Fulton County, Georgia, which portions of the common element include, but shall not be limited to, the balcony areas of the common element appurtenant to a unit together with the right of ingress and egress upon such balcony areas. All rights of exclusive use conferred hereby shall constitute an appurtenance of the residence to which they are assigned and no transfer, conveyance or encumbrance of such rights shall be effective unless incident to the transfer, conveyance or encumbrance of the residence to which such rights appertain.

6. Use Restrictions. The units on floors numbered 2-22 at The Landmark Condominium shall be and are restricted exclusively to residential use and no business may be conducted

upon the condominium property. The units in the lobby and basement shall be used for nonresidential purposes only. Other restrictions regarding use of all units are as follows:

a. Each condominium unit shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof and of the Georgia Condominium Act.

b. No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of the property, except that dogs, cats or other household pets may be kept by the respective owners in their respective units 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 units or any resident thereof. The keeping of pets and their ingress, egress, and travel upon the common area shall be subject to such rules and regulations as may be issued by the Board of Directors. If an owner or occupant fails to abide by the rules and regulations and/or covenants applicable to pets, the Board of Directors may bar such pet from use or travel upon the common area, or subject such use or travel to a user fee. Notwithstanding any of the foregoing no dog, cat or other household pet weighing an amount in excess of 25 pounds may be kept on the condominium property or in any unit. Each owner shall be responsible for cleaning up any waste caused by any pet or animal of said owner. No pets shall be allowed in the lobby or in the swimming pool area at any time.

c. No advertising signs, billboards unsightly objects, or nuisances shall be erected, placed or permitted to remain on the condominium property, nor shall the property be used in any way or for any purpose which may endanger the health or unreasonably disturb the owner of any unit or resident thereof.

d. All clotheslines, equipment, garbage cans, wood-piles and storage piles shall be concealed from view. All rubbish, trash and garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.

e. Except for the right of ingress and egress, the owners of units are hereby prohibited and restricted from using any of said property outside of their respective units, except as may be allowed by the Association's Board of Directors or as expressly provided herein. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all owners in the development and is necessary for the protection of said owners.

f. Without prior written approval and authorization of the Board of Directors, no exterior television or radio antennas of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located upon the property nor upon any structure situated upon the property other than an aerial for a master antenna system placed by the Association should any such master system or systems, in the discretion of the board, be utilized and require any such exterior antenna.

g. Use Restrictions and rules and regulations may be enforced by the imposition of reasonable monetary fines and suspension of use and voting privileges as provided in Section 13 of the Act. These powers, however, shall not be construed as limiting any other legal means of enforcing the Use Restrictions or rules and regulations of the Association. Any fines so imposed shall be considered an assessment against the unit and may be collected in the manner provided for collection of other assessments.

h. Each owner covenants and agrees that each exterior window in his unit will have a drapery, shade, blind or other window covering and that any such drapery, shade, blind, or other window covering will display to the exterior of the building only white or beige.

7. Association Membership. All unit owners by virtue of their ownership of a unit in the condominium are members of The Landmark Condominium Association, Inc. and shall be entitled to vote on all matters upon which members of the Association are entitled to vote pursuant to the Declaration and in accordance with the By-laws. Subject to the provisions of the condominium instruments, such owners shall be entitled to one vote for each unit in which they hold the interest required for membership and each unit is allocated a vote weighted in accordance with its undivided percentage interest in the common elements.

8. Additional Rights and Restrictions. In addition to the restrictions above, the Association shall have the right

to make and to enforce reasonable rules and regulations governing the use of the condominium, including regulation of parking on the common elements. This right shall include the right to impose and assess fines, and to suspend use privileges as permitted by Section 13 of the Act to enforce rules and regulations as adopted. The Association shall have the right to enter into units for emergency, security or safety purposes, which right may be exercised by the Association's board of directors, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel and similar emergency personnel in the performance of their respective duties. Except in an emergency situation entry shall only be during reasonable hours and after notice to the homeowner.

9. Assessments. The Association shall have the power to impose assessments which shall be apportioned among the owners in accordance with the percentage interest in the common areas appurtenant to the unit which assessments are the personal obligation of the owner against whom they are assessed and are a lien against the unit. Additionally, pursuant to Section 17(b) (1) of the Act, the Association shall have the power to assess specifically any common expenses benefiting less than all of the units, including, but not limited to, parking expenses as provided for in Section 14 of this Declaration, equitably among all of the condominium units so benefited. The obligation and the lien for assessment shall also include: a late or delinquency charge in the amount of the greater of \$10.00 or 10% of

the amount of each assessment or installment not paid when due; interest on each assessment or installment not paid when due and on any delinquency fee or late charge appertaining thereto from the date the charge was first due and payable at the rate of eight (8%) percent per annum; the cost of collection, including court costs, the expenses of sale, any expense required for the protection and preservation of the unit, and reasonable attorney's fees actually incurred; and the fair rental value of the unit from the time of institution of suit until the sale at foreclosure or other satisfaction of any judgment. All rights provided for the Association by this section shall be exercised as provided by the By-Laws. The Association, in accordance with Section 17(d) of the Act, is exempted from liability for any assessments on any units owned by it.

10. Amendments.

(a) This Declaration may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the members of the Association holding two-thirds (2/3) of the total votes thereof. Notice of any meeting at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until a certified copy is filed in the Office of the Clerk of the Superior Court of Fulton County, Georgia.

(b) Notwithstanding the foregoing, no amendment shall be effective unless said amendment has the written consent to

the mortgagees, if in the sole opinion of the mortgagee, its rights are affected.

11. Preparer. This Declaration was prepared by James J. Scavo, Hyatt & Rhoads, 2200 Peachtree Center Harris Tower, 233 Peachtree Street, N.E., Atlanta, Georgia 30303.

12. Mortgagees.

(a) This Amended and Restated Declaration and the By-Laws attached hereto are not intended to affect adversely the rights of any existing mortgage holder under any existing mortgage. If any court of competent jurisdiction should find that the rights of mortgagee are materially adversely affected by this Amended and Restated Declaration or the By-Laws attached hereto, the provision or provisions hereof found to so materially affect the mortgage holder shall not apply to any such mortgage holder who does not consent thereto.

(b) Institutional lenders, as the term is herein used, shall mean and refer to banks, savings and loan associations, real estate investment trusts or insurance companies. For the purposes of this Declaration, the term "institutional lender" shall include MGIC Mortgage Corporation (MGIC/MC), any affiliate of MGIC/MC or any subsequent assignees, transferees, or successors in interest to MGIC/MC, its affiliates or their respective assignees, transferees, or successors. As used herein, the term "affiliate" shall mean any company which directly or indirectly owns fifty percent (50%) or more of the common voting stock of MGIC/MC or any company fifty percent

(50%) or more of whose common voting stock is owned directly or indirectly by such company, or a company of which fifty percent (50%) or more of its common voting stock is directly or indirectly owned by MGIC/MC. So long as any institutional lender shall hold any mortgage upon any Unit or Units or shall be the owner of any Unit or Units, such institutional lender shall have the following rights, to-wit:

(1) to approve the company or companies with whom casualty insurance is placed and the amount of such casualty insurance to be carried from time to time by the Association in the event the Association does not maintain or increase policies sufficient to meet the terms of the Act and as otherwise provided herein;

(2) to approve the insurance trustee, if any, designated by the Association;

(3) upon written request, to be furnished with at least one copy of the annual financial statement and report of the Association, prepared by a Certified Public Accountant designated by the Association, including a detailed statement of annual carrying charges or income collected and operating expenses, such financial statement and report to be furnished within sixty (60) days following the end of such calendar year;

(4) upon written request, to be given notice by the Association of the call of any meeting of the membership to be held for the purpose of considering any proposed amendment to this Declaration.

(c) Notwithstanding anything provided herein to the contrary, the Association shall, upon written request of any institutional lender, deliver to such institutional lender written notice of any default in the performance or any obligations under the Condominium Documents by an owner of any Unit conveyed by a security deed held by such institutional lender which default is not cured within thirty (30) calendar days after the date of occurrence of such default.

(d) Notwithstanding anything provided herein to the contrary, the Association shall not, unless prior thereto a minimum of (1) all holders of first security deeds (based upon one vote for each first security deed owned by any such institutional lenders) and (2) seventy-five percent (75%) of the owners of the individual Units have given their prior written approval, do any of the following:

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

(ii) Change the prorata interest or obligations of any individual Unit for the purpose of (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (b) determining the prorata share of ownership of each Unit in the common area;

(iii) Partition or subdivide any Unit or the common elements;

(iv) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common area

(the granting of easements for public utilities or for other public utilities or for other public purposes consistent with the intended use of the common area by the Declaration shall not be deemed a transfer within the meaning of this clause); and

(v) Use hazard insurance proceeds for losses to the Landmark (whether to Units or to common area) for other than the repair, replacement or reconstruction of The Landmark, except as may otherwise be provided by the Georgia Code in case of substantial loss to the Units or common area or both.

Notwithstanding anything provided herein to the contrary, the Association shall not take any of the actions described in subparagraphs (d)(ii) and (d)(iii) of this Section unless prior thereto or simultaneously therewith the Association shall have obtained written approvals of such actions from the owners of and the institutional lenders holding first security deeds covering each Unit which will be affected by such actions.

(e) Notwithstanding anything provided herein to the contrary, institutional lenders shall have the right to examine the books and records of the Association.

(f) Notwithstanding anything provided herein to the contrary, neither the owners of any Units nor any other parties shall have any priority over any rights of first institutional lenders holding first security deeds with regard to any Units in case of a distribution to owners of Units of insurance

proceeds or condemnation awards for losses to or a taking of Units or common area or both.

(g) Notwithstanding anything provided herein to the contrary, the Association shall not enter into any agreement for professional management of The Landmark unless such agreement or contract provides for (i) a maximum agreement or contract term of three years or less and (ii) termination by either party to such agreement or contract without cause or payment of a termination fee on ninety (90) calendar days or less written notice.

(h) Notwithstanding anything provided herein to the contrary, the Association shall, if the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association owns in whole or in part any security deed covering a Unit, give to the Federal Home Loan Mortgage Corporation or Federal National Mortgage Association notice (at such address as the Federal Home Loan Mortgage Corporation or Federal National Mortgage Association shall direct the Association) in writing of any loss to, or taking of, the common area if such loss or taking exceeds \$10,000.00 or damage to a Unit covered by such security deed if such damage exceeds \$1,000.00.

13. Sales and Leases. In order to assure proper association membership records and reduce costs of updating association records, the sale or leasing of a unit by any owner shall be subject to the following provisions so long as the property shall be owned in accordance with the terms and conditions of this Declaration and the Georgia Condominium Act:

(a) Notice Provisions. Prior to the sale or lease of any unit, the owner thereof shall give notice in writing to the Board of Directors of such sale or lease, stating the name and address of the purchaser or lessee and such other information as the Board may reasonably require. The Board of Directors shall have authority to make and to enforce reasonable rules and regulations in order to enforce this provision, including the right to impose fines constituting a lien upon the unit sold or leased, pursuant to Section 41 of the Georgia Condominium Act.

(b) Leasing Provisions. Units may be rented only in their entirety; no fraction or portion may be rented. All leases and lessees are subject to the provisions of these By-Laws. The unit owner should make available to the tenant copies of the condominium documents, including the 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 on the unit. Any lessee, by occupancy of a unit, agrees to the applicability of this covenant and incorporation of this covenant and the following language into the lease:

(i) Lessee (tenant) agrees to abide by and comply with all provisions of the Declaration, By-Laws, and rules and regulations of the condominium, and agrees to be personally obligated for the payment of all assessments which become due during the terms of tenant's lease or as a consequence of tenant's activities, including but not limited to activities which violate provisions of the Act, the By-Laws, or the rules and regulations. The above provision shall not be construed to release the unit owner from any obligation for which he or she would otherwise be responsible.

(ii) Any violation of the By-Laws or the rules and regulations is deemed to be a violation of the terms of the lease and authorizes the owner/lessor to terminate the lease without liability and to evict the tenant/lessee in accordance with Georgia law. The owner/lessor hereby delegates and assigns to The Landmark Condominium Association, Inc., acting through the Board of Directors, the power and authority to enforce against the tenant/lessee all breaches resulting from the violation of the By-Laws or the rules and regulations, including the power and authority to evict the tenant, in accordance with the terms hereof, for violations of the By-Laws or rules and regulations.

(iii) Any tenant charged with a violation of the By-Laws or rules and regulations is entitled to the same procedure to which the owner is entitled as provided in Section 2 of Article VIII of the Association By-Laws.

14. Parking Rights. Property adjacent to the condominium property has been and is provided to all owners for parking. This commitment has been made by the "Developer" as provided by the original Declaration and is hereby expressly preserved. Under the terms of the original Declaration, the "Developer" at the time of the conveyance of a unit from the Developer was required to grant a revocable license for a parking space to each owner. The license agreement was required to be in form and substance as shown on Exhibit C, attached hereto and made a part hereof, and was required to be executed in a manner suitable for recording. Under the license agreement, the unit owner is assigned the right, use and occupancy of the parking space until such time as the unit owner divests himself of his unit at the Landmark. The unit owner further has the right to transfer or assign freely his parking space to another owner, but under no circumstances shall the owner assign, sublease or convey his parking space to a person who is not an owner of a unit at the Landmark, provided, however, in the event the owner leases his unit to a tenant, the owner may lease his parking space to said tenant of his unit. The original Declaration further provided that notwithstanding anything provided therein to the contrary, each and every subsequent owner of a unit shall, subject to the terms of said license agreement, have the right to a parking space, such parking space to be assigned by either the Developer or the preceding owner of such unit.

All rights provided by the original Declaration are herein preserved and clarified to accomplish the purposes originally set forth by the Developer. Inasmuch as an owner's right to hold a parking space and to assign or transfer said space are incidents of and contingent upon ownership of a unit, and inasmuch as every subsequent owner of a unit shall have the right to a parking space, and inasmuch as the Developer clearly intended to make available and did provide one parking space per unit with additional spaces to be assigned by the Association as guest parking, the right to use a parking space and any transfer or assignment of a parking space by a unit owner shall be automatically revoked upon the sale or other disposition, other than leasing, of the unit. Said space shall then be assigned to the subsequent owner of the unit by the preceding owner or the Association.

The parking facility is currently leased by the Developer to the Association. The Association bears full responsibility for maintenance and insurance of said facility; furthermore, the Association holds all rights of the Developer under the revocable parking license. Accordingly, the Association, through the Board of Directors, shall have the power to promulgate rules and regulations regulating the use of the parking facilities, including, but not limited to, the right to approve all transfers of parking spaces and the right to reserve parking spaces for guests and employees.

Furthermore, notwithstanding anything else herein to the contrary, the monthly parking fees as set forth in the license agreement shall constitute a specific assessment against the unit of the owner holding the parking space. The assessment for parking fees shall be collected as provided in Article VII of the By-Laws.

In the event that the Association acquires title to the parking facility, the Association hereby expressly reserves the right to submit the parking facility to the condominium by an amendment hereto approved, executed and filed by the Board of Directors. Said amendment shall not be subject to Section 10 of this Declaration. Upon such submission of the parking facility to the condominium, the Board of Directors is herein expressly granted the authority to assign the parking spaces as limited common elements appurtenant to each unit, said assignments to be made by the Board of Directors in its sole discretion, any outstanding license agreement notwithstanding. Such assignments shall be made by amendment hereto approved, executed and filed by the Board of Directors.

In the original Declaration, the Developer expressly granted unto the Association, the Owners, their successors and assigns, and the mortgagees of said Owners, a non-exclusive right of access, ingress and egress over, across and upon said parking area and between the specified parking spaces and the property which is the subject of this Declaration. This foregoing easement, together with all the rights and obligations

stated by the Developer in the license agreement, attached here-
to as Exhibit C, are hereby expressly preserved and by this ref-
erence incorporated herein.

IN WITNESS WHEREOF, the undersigned officers of The
Landmark Condominium Association, Inc., hereby certify that the
above amendment to the Declaration and the following amendment
to the By-Laws was duly adopted by the Association and its mem-
bership pursuant to the Declaration and By-Laws of the Condomin-
ium and Association.

This 30th day of November, 1982.

THE LANDMARK CONDOMINIUM
ASSOCIATION, INC.

By:

Stephen C. Johnson
resident

Attest:

Mary B. Hill
Secretary

Signed, sealed, and delivered
this 30 day of November
1982 in the presence of:

J. Lindsay Keenan
WITNESS

Dee Thompson
NOTARY PUBLIC

My own office 10-19-84.



EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 51 of the 14th District of Fulton County, Georgia and being more particularly described as follows:

BEGINNING at the corner formed by the intersection of the east side of Piedmont Avenue (the east side of Piedmont Avenue being 10 feet east of the east curb line of Piedmont Avenue) with the north side of International Boulevard (formerly known as Cain Street and hereinafter referred to as "Cain Street"), if the same were projected east across Piedmont Avenue (Cain Street, on the east side of Piedmont Avenue, being now designated as Ramp F and Ramp J on the Atlanta Expressway System), the north side of Cain Street, if so projected, being 10 feet north of the north curb line of what was formerly Cain Street. From said point of beginning, running thence north 01 degrees 07 minutes east along the east side of Piedmont Avenue as so defined 206.8 feet to a point; running thence south 88 degrees 53 minutes east 101.6 feet to a point; running thence north 61 degrees 42 minutes east 83.8 feet to a point; running thence south 28 degrees 08 minutes east 64.3 feet to a point; running thence northeast and forming an interior angle of 270 degrees with the last preceding course, 10.6 feet to a point; running thence southeast forming an interior angle of 90 degrees with the last preceding course 11.6 feet to a point; running thence southwest and forming an interior angle of 90 degrees with the last preceding course 10.6 feet to a point; running thence south 28 degrees 08 minutes east 93.4 feet to a point; running thence south 55 degrees 38 minutes west 60.6 feet to a point in said right of way located 50 feet northwesterly from, as measured at right angles to, survey center line of said Ramp F, running thence south 70 degrees 34 minutes west along the northwestern line of said right of way, 168.05 feet to a corner in said right of way; running thence south 01 degrees 07 minutes west 6 feet to a point on the north side of said right of way; running thence north 89 degrees 15 minutes west along the north line of said right of way, 51.11 feet to the corner aforesaid at the point of beginning; said tract being more particularly shown on survey for Landmark Homeowners Association, Inc. by C. Worthy Associates dated September 12, 1973 and revised on September 24, 1973 as recorded in Condominium Plat Book 3, page 104, Fulton County Records; said survey being further revised on August 27, 1974 and recorded in Condominium Plat Book 3, page 121, Fulton County Deed Records; said revision being incorporated herein by reference.

EXHIBIT "B"

PERCENTAGE OF UNDIVIDED INTEREST IN THE
COMMON AREA APPURTENANT TO EACH RESIDENCE

<u>Floor</u>	<u>% of Interest in Common Area</u>
CS-1	.38
CS-2	.11
CS-3	.58
CS-4	.58
CS-5	.47
CS-6	.19

Cosmopolitan Unit 1

Floor 2	.59
Floor 3	.59
Floor 4	.59
Floor 5	.59
Floor 6	.59
Floor 7	.59
Floor 8	.59
Floor 9	.59
Floor 10	.59
Floor 11	.59
Floor 12	.59
Floor 14	.59
Floor 15	.59
Floor 16	.59
Floor 17	.59
Floor 18	.59
Floor 19	.59
Floor 20	.59
Floor 21	.59
Floor 22	.60

Atlantan Unit 2

Floor 2	.47
Floor 3	.47
Floor 4	.47
Floor 5	.47
Floor 6	.47
Floor 7	.47
Floor 8	.47
Floor 9	.47
Floor 10	.47
Floor 11	.47
Floor 12	.47
Floor 14	.47
Floor 15	.47

Floor	16	.47
Floor	17	.47
Floor	18	.47
Floor	19	.47
Floor	20	.47
Floor	21	.47
Floor	22	.48

Townview Unit 3

Floor	2	.51
Floor	3	.51
Floor	4	.51
Floor	5	.51
Floor	6	.51
Floor	7	.51
Floor	8	.51
Floor	9	.51
Floor	10	.51
Floor	11	.51
Floor	12	.51
Floor	14	.51
Floor	15	.51
Floor	16	.51
Floor	17	.51
Floor	18	.51
Floor	19	.51
Floor	20	.51
Floor	21	.51
Floor	22	.52

Skyliner Unit 4

Floor	2	.35
Floor	3	.35
Floor	4	.35
Floor	5	.35
Floor	6	.35
Floor	7	.35
Floor	8	.35
Floor	9	.35
Floor	10	.35
Floor	11	.35
Floor	12	.35
Floor	14	.35
Floor	15	.35
Floor	16	.35
Floor	17	.35
Floor	18	.35
Floor	19	.35
Floor	20	.35
Floor	21	.35
Floor	22	.36

Downtown Unit 5

Floor	2	.32
Floor	3	.32
Floor	4	.32
Floor	5	.32
Floor	6	.32
Floor	7	.32
Floor	8	.32
Floor	9	.32
Floor	10	.32
Floor	11	.32
Floor	12	.32
Floor	14	.32
Floor	15	.32
Floor	16	.32
Floor	17	.32
Floor	18	.32
Floor	19	.32
Floor	20	.32
Floor	21	.32
Floor	22	.32

Skymanor Unit 6

Floor	2	.70
Floor	3	.70
Floor	4	.70
Floor	5	.70
Floor	6	.70
Floor	7	.70
Floor	8	.70
Floor	9	.70
Floor	10	.70
Floor	11	.70
Floor	12	.70
Floor	14	.70
Floor	15	.70
Floor	16	.70
Floor	17	.70
Floor	18	.70
Floor	19	.70
Floor	20	.70
Floor	21	.70
Floor	22	.71

Townview Unit 7

Floor	1	.51
Floor	2	.51
Floor	3	.51
Floor	4	.51
Floor	5	.51

(Page 3, Exhibit "B")

Floor 6	.51
Floor 7	.51
Floor 8	.51
Floor 9	.51
Floor 10	.51
Floor 11	.51
Floor 12	.51
Floor 14	.51
Floor 15	.51
Floor 16	.51
Floor 17	.51
Floor 18	.51
Floor 19	.51
Floor 20	.51
Floor 21	.51
Floor 22	.52

Atlantan Unit 8

Floor 2	.47
Floor 3	.47
Floor 4	.47
Floor 5	.47
Floor 6	.47
Floor 7	.47
Floor 8	.47
Floor 9	.47
Floor 10	.47
Floor 11	.47
Floor 12	.47
Floor 14	.47
Floor 15	.47
Floor 16	.47
Floor 17	.47
Floor 18	.47
Floor 19	.47
Floor 20	.47
Floor 21	.47
Floor 22	.48

Cosmopolitan Unit 9

Floor 2	.59
Floor 3	.59
Floor 4	.59
Floor 5	.59
Floor 6	.59
Floor 7	.59
Floor 8	.59
Floor 9	.59
Floor 10	.59
Floor 11	.59
Floor 12	.59
Floor 14	.59

Floor 15	.59
Floor 16	.59
Floor 17	.59
Floor 18	.59
Floor 19	.59
Floor 20	.59
Floor 21	.59
Floor 22	.60

Manhattan Unit 10

Floor 2	.37
Floor 3	.37
Floor 4	.37
Floor 5	.37
Floor 6	.37
Floor 7	.37
Floor 8	.37
Floor 9	.37
Floor 10	.37
Floor 11	.37
Floor 12	.37
Floor 14	.37
Floor 15	.37
Floor 16	.37
Floor 17	.37
Floor 18	.37
Floor 19	.37
Floor 20	.37
Floor 21	.37
Floor 22	.38

EXHIBIT C

REVOCABLE PARKING AGREEMENT

STATE OF GEORGIA

COUNTY OF FULTON

THIS AGREEMENT, made and entered into this ____ day of _____, 19 ____, by and between THE TRUSTEES OF REALTY GROWTH INVESTORS, or its successors in interest, hereinafter referred to as "Lessor;" and _____, hereinafter referred to as "Lessee."

IN CONSIDERATION of the Agreement hereinafter set out and the prompt payment of the regular monthly parking charge of \$ _____, to be paid in cash and in advance by Lessee to Lessor, it is agreed as follows:

1. Lessee is hereby assigned the right, use and occupancy of parking space number _____, as further shown on drawing attached hereto and made a part hereof, until such time as Lessee shall divest himself of his residence in that certain condominium development known as the LANDMARK APARTMENTS, in which event, this Agreement may be assigned to his successor in interest.

2. Lessor shall not be liable under any circumstances for loss or damage to said vehicle or its contents due to fire, theft, collision or any other cause of whatever kind and nature, it being expressly understood and agreed between the parties that this is not a contract for bailment and, for all purposes, this Agreement shall be deemed to be a license.

3. Lessor shall not have an agent or attendant on the premises and Lessee shall be responsible for parking his own vehicle; it being expressly understood and agreed that Lessee shall defend and hold Lessor harmless on account of any liability arising by reason of Lessee's operation thereof.

4. The regular monthly parking charge shall not be increased except to reflect increases subsequent to January 1, 1974 in the Atlanta, Georgia Consumer Price Index ("CPI") for Urban Wage Earners and Clerical Workers Series A-27 (published by the Department of Labor, Washington, D.C.), the successor thereto, or if the CPI is discontinued, any comparable measuring index similar thereto; any such increase shall be applied equally to all parking spaces.

5. The Lessee shall have the right to freely assign or transfer his parking space to another owner; but under no circumstances shall Lessee assign, sublease, or convey his parking space to any person who is not an owner of a unit in The Landmark. Notwithstanding, in the event Lessee leases his unit to a tenant, Lessee may lease his parking space to said tenant of his unit.

6. In the event of default by the Lessee of the monthly parking charge, Lessor agrees to give Lessee not less than ten (10) days after receipt of written notice of any such default by Lessor to Lessee in which to cure the same before cancelling or otherwise terminating this Agreement. Any such notice to Lessee shall be by U.S. certified mail, return receipt requested, postage prepaid and addressed to Lessee at the address of the Lessee at The Landmark.

7. Lessor agrees that it will maintain said parking facility in a good and clean condition suitable for parking motor vehicles and all maintenance shall be the sole responsibility of the Lessor.

8. The Lessor shall not revoke this license under any circumstances unless and until one of the following occurs:

(a) The default of any provisions of this Agreement by Lessee, or

(b) The construction of a "new building" by the Lessor on the property upon which the parking area is located. In the event the Lessor does decide to construct, build or erect a building on said property, the Lessor agrees that he will provide adequate parking for all Owners. The parking during the construction period shall be made available in an area not to exceed a one-half (1/2) mile radius of The Landmark. The Lessor covenants and agrees that after said construction is complete, it will provide additional parking for the Owners at no additional increase or expense and the Owners taking pursuant to this Declaration shall have priority as to parking over a future owner who may purchase a Unit in the "new building."

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

Notary Public

LESSOR:

THE TRUSTEES OF REALTY GROWTH INVESTORS, a Maryland Real Estate Investment Trust

By: _____

THE NAME "REALTY GROWTH INVESTORS" REFERS TO THE TRUSTEES, BUT NOT INDIVIDUALLY OR PERSONALLY, UNDER ARTICLES OF RESTATEMENT OF DECLARATION OF TRUST, DATED FEBRUARY 16, 1972, ON FILE WITH THE DEPARTMENT OF ASSESSMENTS AND TAXATION OF THE STATE OF MARYLAND, WHICH PROVIDES THAT NEITHER THE SHAREHOLDERS NOR THE TRUSTEES NOR ANY OFFICER, EMPLOYEE, REPRESENTATIVE OR AGENT OF THE TRUST SHALL BE PERSONALLY LIABLE FOR THE SATISFACTION OF OBLIGATIONS OF ANY NATURE WHATSOEVER OF THE TRUST, ALL PARTIES DEALING WITH THE TRUST SHALL LOOK SOLELY TO THE TRUST PROPERTY FOR THE SATISFACTION OF ANY CLAIM RESULTING FROM SUCH DEALINGS.

Signed, sealed and delivered in the presence of:

Notary Public

LESSEE(S):

_____ (SEAL)

_____ (SEAL)



GEORGIA, Fulton County, Clerk's Office Superior Court
Filed & Recorded, APR 12 1984 at 12:00

Barbara J. Pina CLERK

Reference: Deed Book 6131
Page 35
Deed Book 6544
Page 399
Deed Book 6593
Page 166
Deed Book 7694
Page 403
Deed Book 8348
Page 211

AMENDMENT TO THE DECLARATION OF CONDOMINIUM
FOR
THE LANDMARK CONDOMINIUM

WHEREAS, Landmark Apartments, Inc., a Georgia Corporation, recorded a Declaration identified as a "Declaration of Landmark Apartments, Inc." (hereinafter together with all lawful amendments called "Declaration"), dated August 30, 1976, and recorded in Deed Book 6131, Page 35, Fulton County, Georgia Records which Declaration submitted the property therein described to the Apartment Ownership Act and created the Landmark Condominium; and

WHEREAS, such Declaration has been amended previously by amendments, including an amendment changing the name of the Developer to Trustees of Realty Growth Investors, recorded in the Fulton County, Georgia Records as follows:

	<u>Book</u>	<u>Page</u>	<u>Date Filed</u>
Amendment 1	6544	399 <u>et seq.</u>	August 30, 1976
Amendment 2	6593	166 <u>et seq.</u>	November 16, 1976
Amendment 3	7694	403 <u>et seq.</u>	November 10, 1980

WHEREAS, an Amended and Restated Declaration of Condominium for The Landmark Condominium was recorded on January 13, 1983 in Deed Book 8348, Page 211 of the Fulton County, Georgia Records for the purpose of submitting the Condominium to the Georgia Condominium Act, O.C.G.A. Section 44-3-70 et seq. and for other purposes; and

WHEREAS, A Master Plat was recorded on May 8, 1974, in Condominium Plat Book 3, Page 104, Fulton County, Georgia Records and a Supplemental Plat was recorded in Condominium

Plat Book 3, Page 121, aforesaid records, on September 4, 1974 (said plats hereinafter sometimes referred to as "the plats"); and

WHEREAS, floor plans of units prepared by C. Worthy Associates, Inc. are filed in Condominium Cabinet One, Condominium File Folder 39, Fulton County, Georgia Records which plans include the "Basement Plan," the lobby or "First Floor Plan," and the plan for the twenty (20) stories of the Building or the "Basic Floor Plan" (and are hereinafter sometimes referred to as "the plans"); and

WHEREAS, the floor plan of the first floor of the Condominium as drawn by Charles Worthy failed to depict the mailroom area of one hundred fifty-four (154') square feet containing separate mail boxes used by residents of the Condominium which mailroom area (hereinafter referred to as "mailroom area") has been in existence since the initial construction of the building but was shown on said plans as part of Unit CS-3; and

WHEREAS, the owners of Unit CS-3 granted the Landmark Condominium Association, Inc. (hereinafter referred to as the "Association") a non-exclusive, perpetual easement for use, enjoyment, ingress and egress for the mailroom area which easements are recorded in Deed Book 8658, Page 41 et seq. and Deed Book 8658, Page 44 et seq., Fulton County, Georgia Records, which easements provide that a Supplemental Plan showing the Easement Area and Unit CS-3 is to be prepared and filed by the Association in Condominium Floor Plans File Cabinet 1, Folder 39 of the Fulton County, Georgia Records; and

WHEREAS, B. Keith Rochester & Associates, Inc. has prepared a Supplemental Floor Plan showing Unit CS-3 and the Easement Areas; and

WHEREAS, the Georgia Condominium Act in O.C.G.A. Section 44-3-106(c) provides that the Association may amend the condominium instruments to conform them to the Act, any other applicable law, or the Declaration; and

WHEREAS, under O.C.G.A. Section 44-3-71(8) the floor plans constitute a condominium instrument; and

WHEREAS, the floor plans of Unit CS-3 as presently recorded do not depict the as-built condition of the first floor of the Condominium;

NOW, THEREFORE, the Supplemental Floor Plan for The Landmark Condominium, a copy of which is attached hereto as Exhibit "A", is being filed in Condominium Floor Plans File Cabinet 1, Folder 39, Fulton County, Georgia Records simultaneously with this amendment.

IN WITNESS WHEREOF, the undersigned officers of The Landmark Condominium Association, Inc. hereby execute this amendment on behalf of the Association.

This 30th day of March, 1984.

THE LANDMARK CONDOMINIUM
ASSOCIATION, INC.

By: *S. J. Kaplan, Pres.*
President

Attest: *Lucinda J. Benson, Sec.*
Secretary

Sworn to and subscribed
before me this 30 day
of March, 1984:

S. Lindsay Newman
WITNESS

Betty Ann Dink
NOTARY PUBLIC



Notary Public, Georgia, State at Large
My Commission Expires Sept. 27, 1985



Jeanita Hicks CLERK

STATE OF GEORGIA
COUNTY OF FULTON

Cross Reference: Deed Book 8348
Page 211

AMENDMENT TO THE DECLARATION OF
CONDOMINIUM FOR THE LANDMARK CONDOMINIUM.

WHEREAS, Landmark Apartments, Inc., a Georgia corporation, recorded that certain Declaration of Landmark Apartments, Inc. (hereinafter "Original Declaration") dated August 30, 1976 and recorded in Deed Book 6131, Page 35, Fulton County, Georgia records; and

WHEREAS, the Original Declaration has been amended by amendments dated August 30, 1976 recorded in Deed Book 6544, Page 399 et seq., November 16, 1976 recorded in Deed Book 6593, Page 166 et seq., and November 10, 1980 recorded in Deed Book 7694, Page 403 et seq., Fulton County, Georgia records; and

WHEREAS, the Original Declaration was amended to submit the Condominium property to the Georgia Condominium Act by the Amended and Restated Declaration of Condominium for the Landmark Condominium (hereinafter the "Declaration") recorded in Deed Book 8348, Page 211 et seq.; and

WHEREAS, a Master Plat was recorded on May 8, 1974 in Condominium Plat Book 3, Page 104, Fulton County, Georgia Records and a Supplemental Plat was recorded in Condominium Plat Book 3, Page 121, aforesaid records, on September 4, 1974; and

WHEREAS, floor plans are filed in Condominium Cabinet One, Folder 39, Condominium File Drawer, Fulton County, Georgia Records; and

WHEREAS, in accordance with the terms of Paragraph 10 of the Declaration, the Declaration may be amended by the affirmative vote, written consent of any combination thereof of members of the Association to which two-thirds (2/3) of the total Association vote appertain; and

WHEREAS, members of the Association holding two-thirds (2/3) of the total Association vote have consented to the following amendment to the Declaration;

NOW THEREFORE, the Declaration of Condominium for the Landmark Condominium is amended as follows:

1.

Paragraph 9 of the Declaration is amended by deleting the phrase "interest on each assessment or installment not paid when due and on any delinquency fee or late charge appertaining thereto from the date the charge was first due and payable at the rate of eight (8%) per annum" and substituting therefor the following:

Interest on each assessment or Installment not paid when due and on any delinquency fee or late charge appertaining thereto from the date the charge was first due and payable at the rate of ten (10%) percent per annum or such higher amount as permitted by law

IN WITNESS WHEREOF, the undersigned officers of the Landmark Condominium Association, Inc. hereby certify that the above amendment to the By-laws was duly adopted by the Association and its membership.

LANDMARK CONDOMINIUM ASSOCIATION, INC.

By: [Signature]
President

Attest: [Signature]
Secretary

Signed, sealed, and delivered
this 14th day of October,
1990, in the presence of:

[Signature]
WITNESS

[Signature]
NOTARY PUBLIC

2702Z Notary Public, DeKalb County, Georgia
My Commission Expires Oct. 31, 1992

BOOK 13799 PAGE 194



BY-LAWS OF
THE LANDMARK CONDOMINIUM ASSOCIATION, INC.

HYATT & RHOADS, P.C.
2200 Peachtree Center Harris Tower
Atlanta, Georgia 30303
(404) 659-6600

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BY-LAWS OF
THE LANDMARK CONDOMINIUM ASSOCIATION, INC.

Article I
General

Section 1. Applicability. These By-Laws provide for the self government of The Landmark Condominium in accordance with the Articles of Incorporation for The Landmark Condominium Association, Inc. and the Declaration of Condominium for The Landmark Condominium recorded in the Fulton County, Georgia Records together with these By-Laws.

Section 2. Name. The name of the corporation is The Landmark Condominium Association, Inc., hereinafter sometimes referred to as the Association.

Section 3. Membership. As provided in the Act, 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 be held by more than one person, the membership shall be shared in the same proportion as the title, but there shall be only one membership and one 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 which may be cast in accordance with the terms herein. A vote may be cast by the owner or by a lawful proxy as provided below and shall be allocated as provided in the Declaration. 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 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.

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 the eligible vote cast in

person or by proxy. Unless otherwise provided in the Declaration, Articles of Incorporation of 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 by the Georgia Condominium Act and the Declaration. Except as to those matters which either the Georgia Condominium Act, the Declaration, or the Georgia Non-Profit 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 850-1601e et seq., as such act may be amended.

Section 2. Association shall mean The Landmark 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 the Declaration.

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

Section 6. Declaration shall mean that document filed of record in the Office of the Clerk of the Superior Court of Fulton County, Georgia for the purpose of submitting the condominium to the Act as such document may be amended from time to time.

Section 7. 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 8. 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 9. Owner or Member shall mean the record title holder of a unit within the condominium, but shall not mean a mortgage holder.

Section 10. Person shall mean any individual, corporation, firm, association, partnership or other legal entity.

Section 11. Unit, Dwelling or Residence shall mean that portion of the condominium intended for individual ownership and use as described in the Declaration.

Section 12. Eligible Votes shall mean those votes available to be cast on the issue at hand. A vote which is for any reason suspended is not available to be cast.

Section 13. Developer shall mean The Trustees of Realty Growth Investors, its successors and assigns, a Maryland Real Estate Investment Trust, having its principal office at Post Office Box 5423, Towson, Maryland 21204.

Other terms shall have their natural meanings or the meanings given in the Declaration, the Act, or the Georgia Non-Profit Corporation Code.

Article III Meetings of Members

Section 1. Annual Meetings. The regular annual meeting of the members shall be held during the first twenty (20) days of the month of November of each year, at an hour and place set by the Board.

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, and shall be called by request of any two 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 or to cause to be delivered to the unit owners 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 the meeting is to be held. Notices shall be delivered personally or mailed to each unit owner of record at his or her unit; 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.

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 entitled to cast one third (1/3) of the eligible votes of the Association in person or by proxy shall constitute a quorum.

Quorum
1/3

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 eligible 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 and must be dated. No proxy shall be revocable except by written notice delivered to the Association.

Section 8. Consents. Any action which may be taken by a vote of the owners may also be taken by written consent signed by all owners.

Section 9. Roberts Rules of Order (latest edition) shall govern conduct of the meeting when not in conflict with the Declaration, Articles of Incorporation, or these By-Laws.

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. Directors shall reside at the condominium.

Section 2. Election and Term of Office. Members of the Board shall be elected at the first annual meeting. The members shall initially elect three Directors for a term of two years and two Directors for a term of one year. At each annual meeting thereafter, the members shall elect for a term of two years, the number of Directors whose term has expired.

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. Additionally, any member of the Board of Directors who has not attended three unexcused, consecutive, regularly scheduled Board meetings may be removed from the Board by a majority of the Board members present at a Board meeting, a quorum being had.

Section 4. Vacancies. Vacancies in the Board of Directors caused by any reason, other than 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. Each person so selected shall serve 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.

Part B. Meetings.

Section 6. Organizational Meeting. The first meeting of a newly elected Board shall be held within thirty days of election at such time and place as may be determined by the Directors.

Section 7. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice at such time and place as shall be determined from time to time by the Board.

Section 8. 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 9. 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 10. 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. A vote or other action taken by a majority of Board members present at a duly called Board meeting, a quorum being had, shall be the vote or other action of the entire Board.

Section 11. 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 a majority of the members of the Board of Directors shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors.

Part C. Powers and Duties.

Section 12. 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 reasonable rules and regulations as it deems necessary and appropriate for the governance of the condominium or the administration of the affairs of the

Association and to impose sanctions for violations thereof, including, but not limited to, monetary fines.

Section 13. Management Agent. The Board of Directors may employ for the condominium a professional management agent or agents, at a compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize.

Section 14. 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 if the proposed borrowing would exceed Ten Thousand (\$10,000) Dollars outstanding debt at any one time.

Part D. Committees.

Section 15. 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 16. Other Committees. The Board may establish such other committees as it deems desirable.

Article V
Officers

Section 1. Designation. The principal officers of the Association shall be the President, the Secretary, and the Treasurer, all of whom shall be elected by and from the Board of Directors. The Board of Directors may appoint a Vice President, 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 Association 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, if any, shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Association 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 in accordance with 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, Checks, Etc. All agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by at least two (2) officers or by such individual or individuals 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, negligence or otherwise, 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; (i.e., insurance equal to full replacement value of the condominium project). 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 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:

(1) 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.

(2) 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.

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

(4) 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, or canceled for nonpayment of premiums.

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

(6) An agreed value endorsement.

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

(b) 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.N. Best Company, Inc., if available and, if not available, the best rating available, and the company shall provide insurance certificates to each owner and each mortgagee.

(c) 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 the 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 or her 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 canceled.

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

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

(2) Public liability and officers' and directors' liability insurance in such amounts as the Board may determine but in no event less than that required by Section 39 of the Act. Such insurance shall contain a cross liability endorsement.

(3) 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 (150%) percent of the reserve on hand at the beginning of each year plus three months' operating expenses of the Association and shall contain waivers of any defense based upon the exclusion of persons serving without compensation.

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

(e) 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.

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 the owner(s) of all affected units and members holding at least ninety percent (90%) of the votes of the Association elect 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.

The procedure for repair and reconstruction shall be:

(a) Cost Estimates. Immediately after a fire or other casualty causing damage to the condominium the Association 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 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.

Section 4. Architectural Standards. The Board of Directors, subject to this section 4, may allow such encroachments onto the common elements as it deems acceptable. No owner, occupant, lessee or lessor, or any other person may make any encroachment onto the common elements, exterior change, alteration or construction (including planting), 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, subject, however, to each owner's right to use the limited common element assigned to his or her unit in its intended manner so long as such use, in the discretion of the Board, is not inconsistent or aesthetically incompatible with the rights of the other owners and the community standards. Application shall be in writing and shall provide such information as the Board may reasonably require. The Board or its delegate may publish written architectural standards for exterior and common element alterations or additions and any request in substantial compliance therewith shall be approved; provided, however, each such requested change shall be in harmony with the external design of the existing units and the location

in relation to surrounding structures and topography of the vicinity. In the event that the Board or its delegate fails to approve or to disapprove such application within thirty (30) days after it shall have been submitted, its approval will not be required and this Section 4 will be deemed complied with. As a condition of approval for a requested architectural change, modification, addition or alteration, an owner on behalf of him or herself and his or her successors in interests shall assume all responsibilities for maintenance, repair, replacement and insurance to and on such change, modification, addition or alteration. In the discretion of the Board, an owner may be made to verify such condition of approval by written instrument acknowledged by such owner on behalf of him or herself and his or her successors in interest.

Section 5. Maintenance Responsibility

(a) By the Owner. Each unit owner shall have the obligation to maintain and keep in good repair all portions of the unit within the boundaries of the unit as described in the Declaration. An Owner shall also be responsible for the maintenance, upkeep and repair of the balcony areas which are reserved for his exclusive use.

(b) By the Association. The Association shall maintain all the property other than as provided as the obligation of the unit owner in subsection (a) above.

(c) 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. 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.

(d) Failure to Maintain. If the Board of Directors of the Association determines that: (i) any Owner has failed or refused to discharge properly his obligations with regard to the maintenance, repair, or replacement of items for which he is responsible hereunder; or (ii) that the need for maintenance, repair or replacement which is the responsibility of the Association hereunder is caused through the willful or negligent act of an Owner, his or her family, guests, lessees or invitees, and is not covered or paid for by insurance in whole or in part, then, in that event, the Association, except in an emergency situation, shall give the Owner written notice of the Association's intent to provide such necessary maintenance, repair or replacement, at Owner's sole cost and expense, and setting forth with reasonable particularity the maintenance, repairs or replacement deemed necessary. Owner shall have fifteen (15) days within which to complete said maintenance, repair or replacement, or if such maintenance, repair or replacement is not capable of completion

within said fifteen (15) day period, to commence said maintenance, repair or replacement. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair or replacement at Owner's sole cost and expense; and said cost shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the unit.

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 of Assessments. Subject to the terms of the Declaration, each owner of any unit by acceptance of a Deed therefor, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments to be established and collected as hereinafter provided, and (3) specific assessments against any particular unit which are established pursuant to the terms of these By-Laws. All such assessments, together with charges, interest, costs, and reasonable attorney's fees as provided in the Declaration and in the maximum amount permitted by the Act, shall be a charge on the unit and shall be a continuing lien upon the unit against which each assessment is made. Such amounts shall also be the personal obligation of the person who was the owner of such unit at the time when the assessment fell due. 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 thereof as may be due and payable at the time of conveyance. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors; unless otherwise provided, the annual assessments shall be paid in monthly installments due on the first day of a month.

Section 3. Acceleration. If a unit 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 days written notice to such unit owner, whereupon the entire unpaid balance of the annual assessment shall become due upon the date stated in such notice.

Section 4. Computation of Operating Budget and Assessment.

(a) It shall be the duty of the Board at least thirty

(30) days prior to the meeting at which the budget will be presented 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 therefrom 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 assessment established therefrom shall become and be effective unless disapproved at the meeting at which it is proposed by a vote of a majority of the total association eligible vote. 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.

(b) Despite anything else contained herein, the amount of the budgeted assessment against a member in any particular year may be increased by the Board of Directors of the Association in a succeeding year, without a vote of the members, in a percent equivalent to the percentage increase in the cost of living subsequent to January 1, 1974, as established by the Atlanta, Georgia Consumer Price Index for Urban Wage Earners and Clerical Workers, Series A-27. In such a case a meeting to consider the budget shall not be necessary.

Section 5. 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 the eligible votes present in person or by proxy at a meeting duly called for that purpose. At such a meeting a quorum shall be sixty percent (60%) of the eligible votes.

Section 6. Lien for Assessments. The Association shall have full and complete lien rights as provided or permitted by Section 41 of the Act, and the lien shall specifically include the maximum costs, charges, fees, and rents set out in the Declaration and in Section 41(b) of the Act.

Section 7. 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 may be fixed by the Board and included within the budget and assessment as provided in Section 4 of this Article. A copy of the capital budget shall be distributed to each member in the same manner as the operating budget.

Section 8. Statement of Account. Any owner, mortgagee, or a person having executed a contract for the purchase of a unit or a lender considering a loan to be secured by a unit shall be entitled upon written request to a statement from the Association setting forth the amount of assessments due and unpaid, including any late charges, interest, fines, or other charges against a unit. The Association shall respond in writing within five days of receipt of the request for a statement; provided, however, the Association may require the payment of a fee, not exceeding \$10.00, as a prerequisite to the issuance of such a statement.

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 Board shall have the power to impose reasonable fines which shall constitute a lien upon the property and to suspend an owner's right to use the common elements and to vote for any violation of any duty imposed under the Declaration, these By-Laws or any rules and regulations duly adopted hereunder.

Section 2. Procedure. The Board shall not impose a fine upon a member or other occupant or suspend an owner's voting rights 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 violations; (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 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. The hearing 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.

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 United States mail, first class postage prepaid:

(a) If to a unit owner, at the address which the unit owner has designated in writing and filed with the Secretary, or if no such address has been designated, at the address of the unit of such owners; 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 notice to the owners in accordance with subsection (a) hereof.

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. In the absence of a resolution by the Board, the fiscal year shall run from January 1 of each year until December 31 of that year.

Section 6. Report of Financial Condition. At each annual meeting the Board shall report to the members concerning the financial condition of the association.

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 6 of the Act shall prevail and govern.

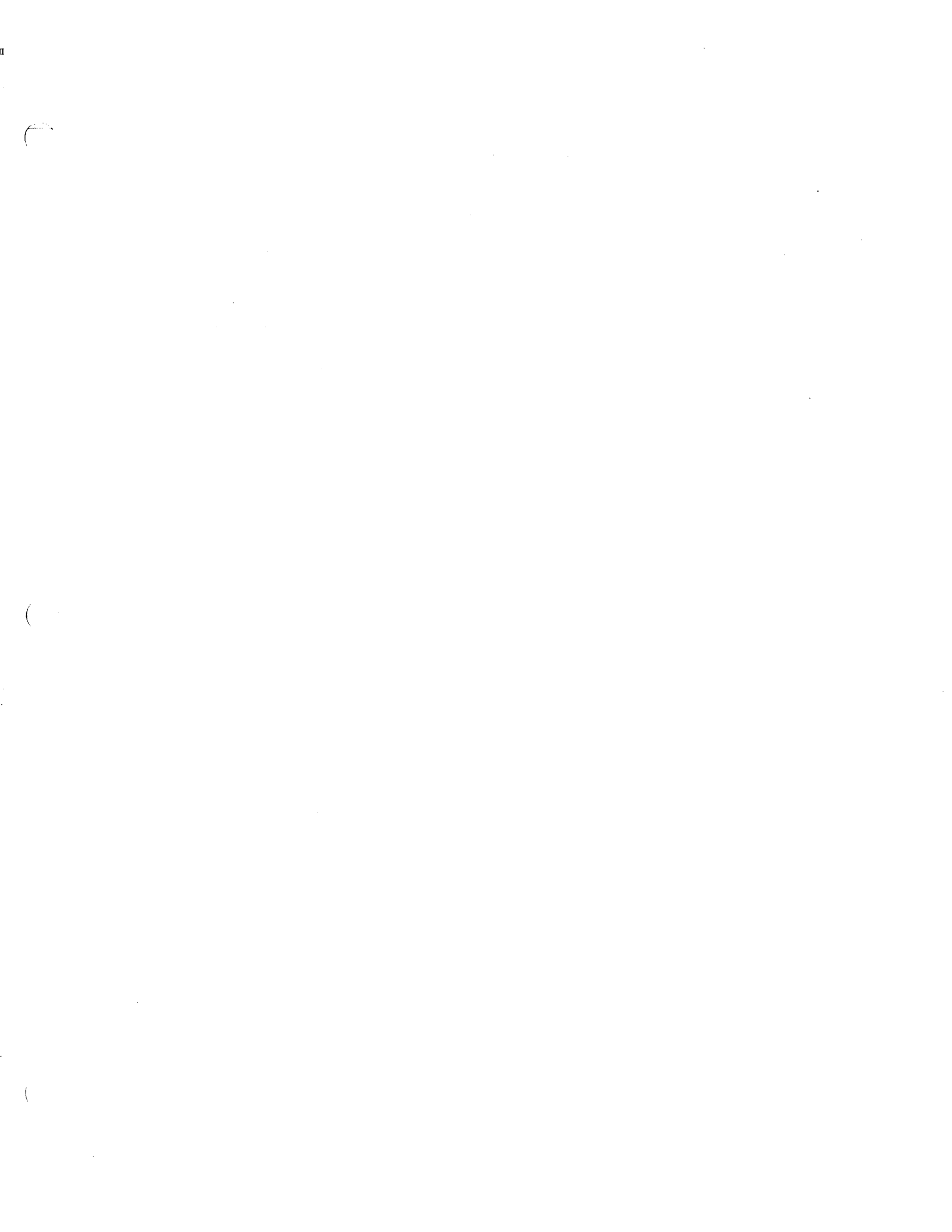
Section 9. Amendment. These By-Laws may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the members holding two-thirds (2/3) of the total vote of the Association. Notice of any meeting at which an amendment will be considered shall state that fact and the subject matter of the proposed amendment. No amendment shall become effective until it is recorded in the Records of Fulton County, Georgia.

Section 10. Books and Records. All members of the Association 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 other place designated reasonably by the Board of Directors as the depository of such books and records.

Section 11. Audits. The Board of Directors, as a common expense of the Association, shall cause once every three (3) years an audit of the financial condition of the Association to be accomplished by a public accountant; provided, however, at the expiration of any particular fiscal year the membership may by a vote of twenty-five (25%) percent or more of the total vote of the Association require an audit of the Association's financial records for the preceding year to be accomplished.

Section 12. Maintenance Easement. The Developer hereby grants unto the Association, the owners and their successors and assigns and the mortgagees of said owners, a 10-foot maintenance easement in and around the stairwell on the northeast side of the property; said easement being more particularly shown on plat of survey by C. Worthy Associates, Inc., as recorded in Condominium Plat Book 3, page 104, Fulton County Deed Records. Said easement is granted for the purpose of constructing, reconstructing, repairing or replacing any portion of the Landmark Condominium.

Section 13. Ingress - Egress Easement Reserved by the Developer. The Developer hereby expressly reserves an easement for ingress and egress along the most northern portion of the property, said easement being more particularly shown on the plat of survey by C. Worthy Associates, recorded in Condominium Plat Book 3, page 104, Fulton County Deed Records.



STATE OF GEORGIA
COUNTY OF FULTON

Cross Reference: Deed Book 8348
Page 211

AMENDMENT TO THE BY-LAWS OF THE
LANDMARK CONDOMINIUM ASSOCIATION, INC.

WHEREAS, Landmark Apartments, Inc., a Georgia corporation, recorded that certain Declaration of Landmark Apartments, Inc. (hereinafter "Original Declaration") dated August 30, 1976 and recorded in Deed Book 6131, Page 35, Fulton County, Georgia records; and

WHEREAS, the Original Declaration has been amended by amendments dated August 30, 1976 recorded in Deed Book 6544, Page 399 et seq., November 16, 1976 recorded in Deed Book 6593, Page 166 et seq., and November 10, 1980 recorded in Deed Book 7694, Page 403 et seq., Fulton County, Georgia records; and

WHEREAS, the Original Declaration was amended to submit the Condominium property to the Georgia Condominium Act by the Amended and Restated Declaration of Condominium for the Landmark Condominium (hereinafter the "Declaration") recorded in Deed Book 8348, Page 211 et seq.; and

WHEREAS, a Master Plat was recorded on May 8, 1974 in Condominium Plat Book 3, Page 104, Fulton County, Georgia Records and a Supplemental Plat was recorded in Condominium Plat Book 3, Page 121, aforesaid records, on September 4, 1974; and

WHEREAS, floor plans are filed in Condominium Cabinet One, Folder 39, Condominium File Drawer, Fulton County, Georgia Records; and

WHEREAS, in accordance with the terms of the By-laws of the Landmark Condominium Association, Inc. attached to the Declaration and recorded in Deed Book 8348, Page 242 et seq., the By-laws may be amended by the affirmative

vote, written consent of any combination thereof of members of the Association to which two-thirds (2/3) of the total Association vote appertain; and

WHEREAS, members of the Association holding two-thirds (2/3) of the total Association vote have consented to the following amendment to the By-laws;

NOW THEREFORE, the By-laws of The Landmark Condominium Association, Inc. are amended as follows:

1.

Article 1, Section 4 of the By-laws shall be amended by adding the following thereto:

No Owner shall be eligible to vote, either in person or by proxy, or to 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 if the owner has had its voting rights suspended for the infraction of any provision of the Declaration, these By-laws, or any rule of the Association.

IN WITNESS WHEREOF, the undersigned officers of the Landmark Condominium Association, Inc. hereby certify that the above amendment to the By-laws was duly adopted by the Association and its membership.

LANDMARK CONDOMINIUM ASSOCIATION,
INC.

By:

Flora Johnson
President

Attest:

Lee Johnson
Secretary

Signed, sealed, and delivered
this 19 day of *October*
19 *92*, in the presence of:

Calandra R. Smith
WITNESS

Andrew D. Quinn
NOTARY PUBLIC
Notary Public, DeKalb County, Georgia
2365Z My Commission Expires Oct. 31, 1992

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Jeanette Shick CLERK

STATE OF GEORGIA

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COUNTY OF FULTON

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WHEREAS, floor plans are filed in Condominium Cabinet One, Folder 39, Condominium File Drawer, Fulton County, Georgia Records; and

WHEREAS, the Georgia Condominium Act, (O.C.G.A. § 44-3-102) requires all condominium instruments recorded after July 1, 1990 to provide for the calling of a meeting upon the written request of at least fifteen (15%) percent of the unit owners; and

WHEREAS, the membership of the Landmark Condominium Association, Inc. has duly adopted amendments to its Declaration of Condominium for the Landmark Condominium and to the By-Laws of the Landmark Condominium Association, Inc. after July 1, 1990; and

WHEREAS, to comply with the Georgia Condominium Act, Article III, Section 2 of the By-Laws is hereby amended to provide for the calling of a meeting upon the written request of at least fifteen (15%) percent of the unit owners;

NOW, THEREFORE, the following amendment to the By-Laws of the Landmark Condominium Association, Inc. is hereby enacted:

Article III, Section 2 of the By-Laws is amended by deleting the words "one-fourth (1/4)" and substituting therefor "fifteen (15%) percent" so that section reads as follows:

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, and shall be called by request of any two or more members of the Board of Directors, or upon written request of the members who have a right to vote fifteen (15%) percent of all of the votes of the entire membership.

IN WITNESS WHEREOF, the undersigned officers of the Landmark Condominium Association, Inc., hereby certify that the above amendment to the By-Laws was duly adopted by the Association.

LANDMARK CONDOMINIUM ASSOCIATION, INC.

By: [Signature] [SEAL]
President

Attest: [Signature] [SEAL]
Secretary

[SEAL]

Signed, sealed and delivered
this 19th day of October,
1990 in the presence of:

[Signature]
WITNESS

[Signature]
NOTARY PUBLIC, DeKalb County, Georgia
My Commission Expires Oct. 31, 1992

BOOK 13799 PAGE 198

2909Z

ARTICLES OF INCORPORATION OF
LANDMARK HOMEOWNERS ASSOCIATION, INC.

I.

The name of the corporation is:

"LANDMARK HOMEOWNERS ASSOCIATION, INC."

II.

The corporation shall have perpetual duration.

III.

The corporation is organized for the following purposes:

To acquire and administer funds which shall be devoted to the insurance, upkeep, repair, maintenance and welfare of the property, buildings and common area in a condominium development known as Landmark Apartments; and is to promote cooperation among the property owners who may own and use the property, buildings and common area in a condominium development known as Landmark Apartments.

IV.

The affairs of the corporation shall be managed by a Board of Directors. The method of election of Directors shall be as determined by the By-Laws of the corporation.

V.

The corporation is not organized and shall not be operated for pecuniary gain or profit. No part of the property of the corporation and no part of its net earning shall inure to the benefit of any Director or other private individual. The corporation shall never be authorized to engage in a regular

business of a kind ordinarily carried on for profit or in any other activity except in furtherance of the purposes stated above for which the corporation is organized. The corporation shall never engage in propaganda, attempt to influence legislation, or participate in any political campaign on behalf of any candidate for public office, nor shall any part of its property or any part of the income therefrom be devoted to such purposes.

VI.

The initial registered office of the corporation shall be at 215 Piedmont Avenue, N.E., Atlanta, Georgia. The initial registered agent of the corporation at such address shall be Bruce R. Davis.

VII.

The initial Board of Directors shall consist of three (3) members who shall be:

Bruce R. Davis	420 14th Street, N.W. Atlanta, Georgia 30318
Ralph M. Becker	420 14th Street, N.W. Atlanta, Georgia 30318
David Perrine	420 14th Street, N.W. Atlanta, Georgia, 30318

VII.

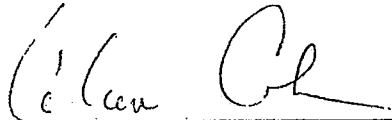
The name and address of the incorporator is Alan Cohn, 2101 National Bank of Georgia Building, Atlanta, Georgia 30303.

IX.

Every person who is the record owner of a fee or undivided fee interest in any unit which is subject by covenants of record to assessment by the Association shall be a member of the Association. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation. No owner, whether one or more persons, shall have more than one membership per unit. Membership shall

be appurtenant to and may not be separated from ownership of any unit. Ownership of a unit shall be the sole qualification for membership.

IN WITNESS WHEREOF, the undersigned executes these Articles of Incorporation.



Alan Cohn, Incorporator

IN THE SUPERIOR COURT OF
FULTON COUNTY, GEORGIA

The petition of ALAN COHN, Petitioner, shows the Court as follows:

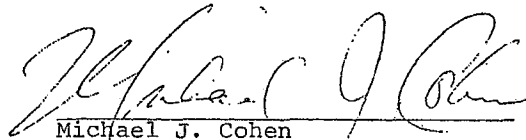
1.

The Articles of Incorporation of LANDMARK HOMEOWNERS ASSOCIATION, INC., executed by the incorporator are attached hereto.

2.

The certificate of the Secretary of State that the name "LANDMARK HOMEOWNERS ASSOCIATION, INC." is available is attached hereto.

WHEREFORE, Petitioner prays that LANDMARK HOMEOWNERS ASSOCIATION, INC. be incorporated.


Michael J. Cohen
Attorney for Petitioner

Rose & Stern
2101 National Bank of Ga. Bldg.
Atlanta, Georgia 30303
522-9801

O R D E R

The Articles of Incorporation of LANDMARK HOMEOWNERS ASSOCIATION, INC., and the certificate of the Secretary of State of Georgia that the name LANDMARK HOMEOWNERS ASSOCIATION, INC. is available having been examined and found lawful;

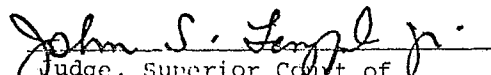
IT IS HEREBY ORDERED that LANDMARK HOMEOWNERS ASSOCIATION, INC., be and it hereby is incorporated under the laws of the State of Georgia.

This 7 day of September, 1973.

SECRETARY OF STATE
BEN W. FORTSON, JR.

SEP 13 3 58 PM '73

RECEIVED


Judge, Superior Court of
Fulton County, Georgia

PUBLISHER'S AFFIDAVIT

STATE OF GEORGIA,—County of Fulton.

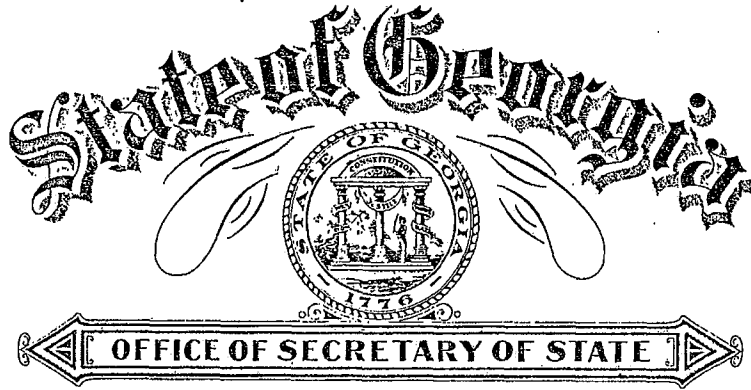
Before me, the undersigned, a Notary Public, this day personally came
WALTER R. PRESSLEY....., who, being first duly sworn, according to law,
says that he is an Agent of the Daily Report Company, publishers
of the Fulton County Daily Report, the official newspaper in which the Sheriff's ad
vertisements in and for said County are published, and a newspaper of general
circulation, with its principal place of business in said County, and that there has
been deposited with said newspaper the cost of publishing four (4) insertions of
a notice pursuant to Ga. Business Corporation Code of the granting of Articles
of Incorporation ~~Articles of Amendment~~ ~~Articles of Merger~~ ~~Articles of Intent to~~

~~Repeal to~~ "Landmark Homeowners
Association, Inc.".....
.....
.....

W
.....WALTER R. PRESSLEY.....

Subscribed and sworn to before me this *7th*.....
day of *Sept*....., 19*73*.....

George C. Pope
Notary Public, State at Large.



J. Ben W. Fortson, Jr., Secretary of State of the State of Georgia, do hereby certify, that

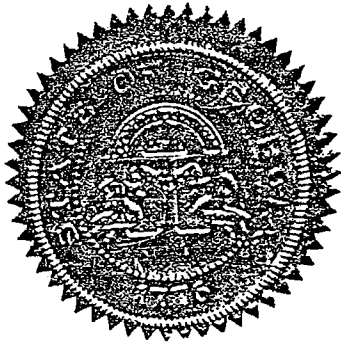
based on a diligent search of the records on file in this office, I find that the name of the following proposed domestic corporation to wit

" LANDMARK HOMEOWNERS ASSOCIATION, INC. "

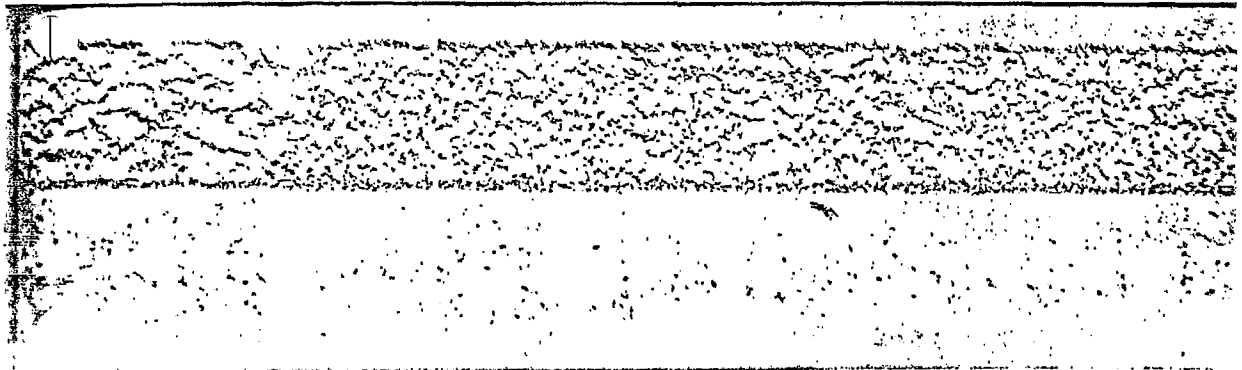
is not identical with or confusingly similar to the name of any other existing domestic or domesticated or foreign corporation registered in the records on file in this office or to the name of any other proposed domestic or domesticated, or foreign corporation as shown by a certificate of the Secretary of State heretofore issued and presently effective.

This certificate is in full force and effective for a period of 4 calendar months from date of issuance. After such period of time, this certificate is void.

In TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of office, at the Capitol, in the City of Atlanta, this 30th day of July, in the year of our Lord One Thousand Nine Hundred and Seventy Three and of the Independence of the United States of America the One Hundred and Ninety-Eighth.



Ben W. Fortson Jr.
Secretary of State, Ex-Officio Corporation
Commissioner of the State of Georgia



STATE OF GEORGIA
COUNTY OF FULTON

I, BARBARA J. PRICE, Clerk of the Superior Court of Fulton
County, Georgia, do hereby certify that the within and foregoing is a true and
correct copy of petition of ALAN COHN et al.,

for incorporation under the name and style of _____

"LANDMARK HOMEOWNERS ASSOCIATION, INC."

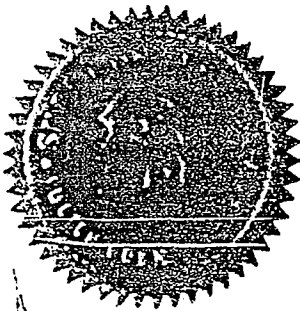
_____ and the Order of Court thereon
allowing same, all of which appears of file and record in this Office.

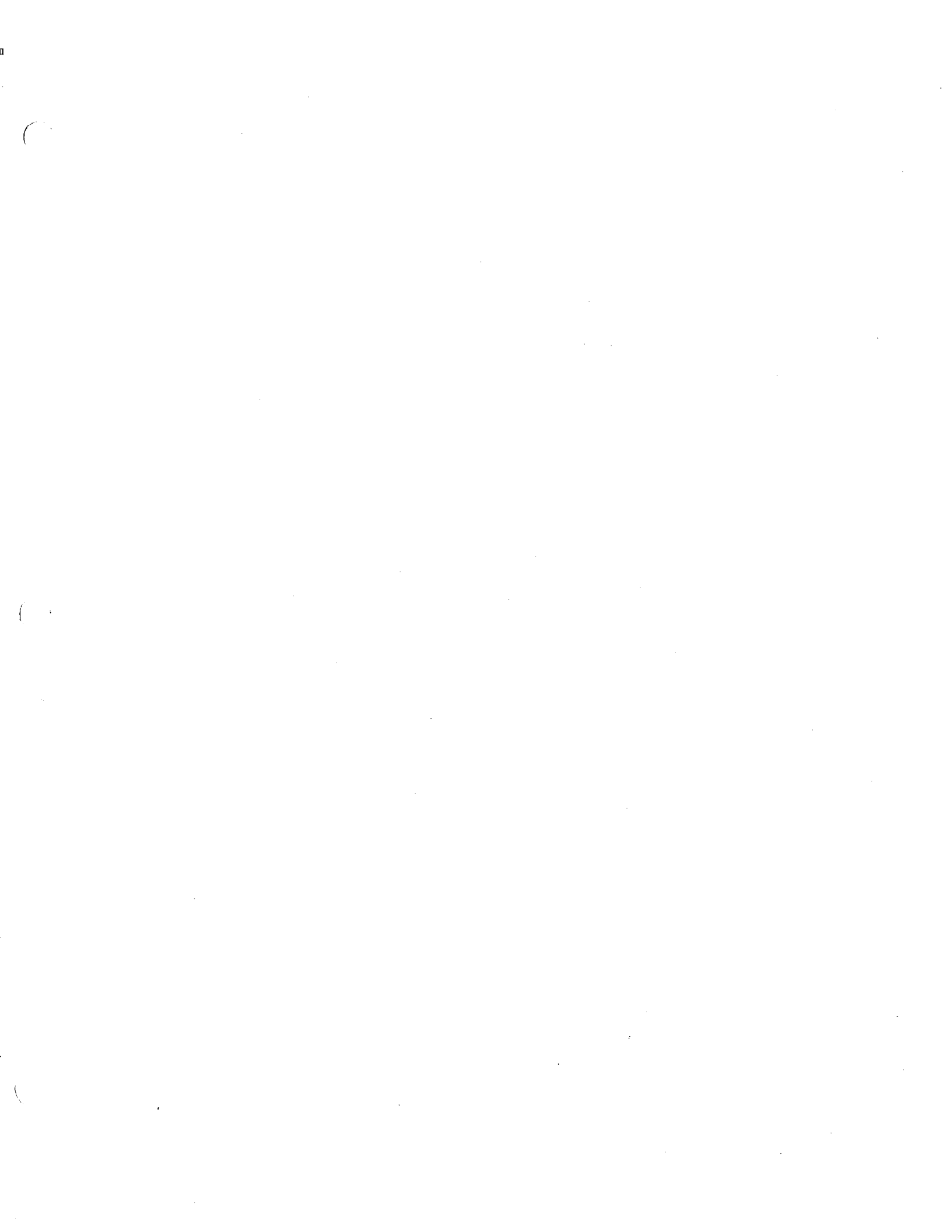
Given under my hand and seal of Office.


This the 7 day of September, 1973.

Barbara J. Price

CLERK OF SUPERIOR COURT
FULTON COUNTY, GEORGIA





State of Georgia

OFFICE OF SECRETARY OF STATE

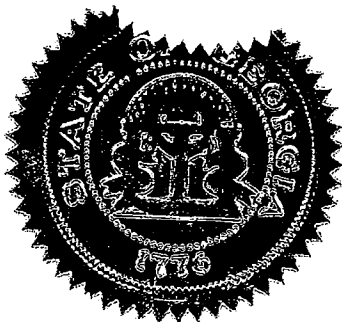
I, Max Cleland, Secretary of State of the State of Georgia, do hereby certify that

The articles of incorporation of "LANDMARK HOMEOWNERS ASSOCIATION, INC." have been duly amended under the laws of the State of Georgia changing its name to "THE LANDMARK CONDOMINIUM ASSOCIATION, INC." on the 25th day of February, 1983, by the filing of articles of amendment in the office of the Secretary of State and the fees therefor paid, as provided by law, and that attached hereto is a true copy of said articles of amendment.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of my office, at the Capitol, in the City of Atlanta, this 25th day of February in the year of our Lord One Thousand Nine Hundred and Eighty Three and of the Independence of the United States of America the Two Hundred and Seven.

Max Cleland

SECRETARY OF STATE, EX-OFFICIO CORPORATION
COMMISSIONER OF THE STATE OF GEORGIA



STATE OF GEORGIA
COUNTY OF FULTON

AMENDMENT TO ARTICLES OF INCORPORATION OF
LANDMARK HOMEOWNERS ASSOCIATION, INC.

T
KNOW ALL MEN BY THESE PRESENTS, that this Amendment to the Articles of Incorporation of the Landmark Homeowners Association, Inc., is hereby adopted this 29th day of November, 1982.

W I T N E S S E T H

WHEREAS, a meeting of members of the Landmark Homeowners Association, Inc., was held on the 29th day of November, 1982, at which the members adopted the following amendments to the Articles of Incorporation of Landmark Homeowners Association, Inc.;

WHEREAS, the number of votes which members present at the meeting or represented by proxy were entitled to cast thereat was ~~one hundred sixty-eight (168)~~.

T
WHEREAS, the affirmative vote by the members to adopt this Amendment was greater than two-thirds (2/3) of the votes which members present at such meeting or represented by proxy were entitled to cast;

NOW THEREFORE, pursuant to and in accordance with O.C.G.A. §§14-3-150, et seq., the Articles of Incorporation of Landmark Homeowners Association, Inc., have been, and hereby are, amended in the following particulars:

1.

By deleting Article I in its entirety and substituting therefor the following which shall be designated "Article I":

I.

The name of the corporation is "THE LANDMARK CONDOMINIUM ASSOCIATION, INC."

RECEIVED
198 FEB 25 AM 10 23
SECRETARY OF STATE
CORPORATION AND FINANCE

RECEIVED
FEB 25 1982
CORPORATION AND FINANCE

2.

By deleting Article III in its entirety and substituting therefor the following which shall be designated "Article III":

III.

The corporation is a nonprofit corporation organized for the purpose of exercising the powers of the association of owners of condominium units at The Landmark Condominium in Fulton County, Georgia, as set forth in the Georgia Condominium Act and in the condominium instruments, as may be amended. The terms defined in the condominium instruments, including the condominium declaration and in the Georgia Condominium Act shall be deemed to have the meanings therein specified wherever they appear herein, unless the context otherwise requires. In explanation of the foregoing, but not in limitation thereof, the corporation is organized to acquire and administer funds which shall be devoted to the insurance, upkeep, repair, maintenance and welfare of the property, buildings and common area in the condominium development known as The Landmark, a Condominium (also known as The Landmark Apartments); and is to promote cooperation among the property owners who may own and use the property, buildings and common area in a condominium development known as The Landmark, a Condominium (also known as The Landmark Apartments).

3.

By adding to Article V at the end thereof the following sentence:

The corporation shall have the powers set forth in the Georgia Nonprofit Corporation Code, Georgia Condominium Act, and the condominium instruments.

4.

By adding to Article IX at the end thereof the following sentence:

The members shall have voting rights as set forth in the Georgia Condominium Act, the condominium instruments, and the By-Laws.

IN WITNESS WHEREOF, the undersigned, being the President and Secretary of the corporation, have hereunto set their hand and seal on behalf of said corporation on this 6 day of January, 1983.

LANDMARK HOMEOWNERS
ASSOCIATION, INC.

By: Robert R. Lytton
President

Attest: James T. Lacy
Secretary

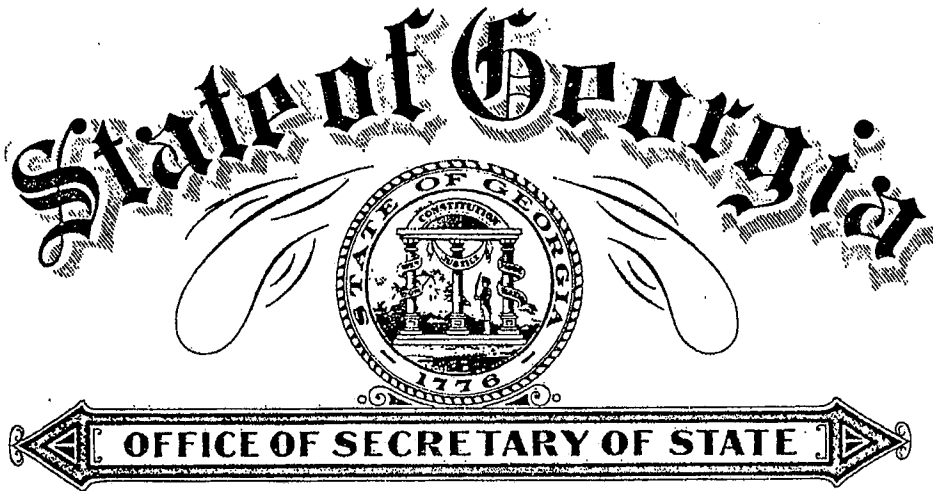
(CORPORATE SEAL)

Signed, sealed, and delivered
this 6 day of January,
1983, in the presence of:

Kelly G. Schellert
WITNESS

Lee Thompson
NOTARY PUBLIC

My commission expires: 10-19-84



I, Max Cleland, Secretary of State of the State of Georgia, do hereby certify that

based on a diligent search of the records on file in this office, I find that the name of the following proposed domestic corporation to wit

"THE LANDMARK CONDOMINIUM ASSOCIATION, INC."

is not identical with or confusingly similar to the name of any other existing domestic or domesticated or foreign corporation registered in the records on file in this office or to the name of any other proposed domestic or domesticated, or foreign corporation as shown by a certificate of the Secretary of State heretofore issued and presently effective.

This certificate is in full force and effective for a period of 4 calendar months from date of issuance. After such period of time, this certificate is void.



In TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of my office, at the Capitol, in the City of Atlanta, this
13th day of January, in the year of our Lord
One Thousand Nine Hundred and Eighty Three and
of the Independence of the United States of America the Two
Hundred and Seven.

Max Cleland

SECRETARY OF STATE, EX-OFFICIO CORPORATION
COMMISSIONER OF THE STATE OF GEORGIA

CHANGE OF REGISTERED OFFICE
OR REGISTERED AGENT

TO: David B. Poythress
Secretary of State
Ex-Officio Corporations
Commissioner
State of Georgia

Landmark Homes Association, Inc. a corporation of
Georgia jurisdiction in accordance with Section

22-402 or 22-3209 of The Georgia Business Corporation Code hereby gives notice that its registered office located at
420 14th Street N.E.

Atlanta Georgia is hereby changed to
Number Street City State Zip
2200 Peachtree Center Harris Tower, Atlanta, Georgia 30303
Number Street City State Zip

Its registered Agent has been Bruce R. Davis

*but is now Hyatt & Rhoads, P.C.

I further decree that the address of its registered office and the address of the business office of its resident Agent or Agents, as changed, will be identical.

Dated February 18th, 19 83

FILED AND ACCEPTED
In the office of
SECRETARY OF STATE
Atlanta, Georgia on

Robert R. Hyde
Corporate Official
President, Landmark Homeowners Assn.
Title

*NOTE: Section 22-402(a)(5) of the Georgia Corporation Code requires written consent of each successor agent to his or its appointment.

Date FEB 18 19 83

I, Hyatt & Rhoads, P.C. hereby consent to serve as registered agent(s) for the above
Name of new registered agent(s)
(Person or corporation)
named corporation.

Robert E. Dungan
Signature
Robert E. Dungan
For Hyatt & Rhoads. P.C.

FILE ON OR AFTER JANUARY 1 AND ON OR BEFORE APRIL 1 OF EACH YEAR
DO NOT WRITE IN THIS SPACE

STATE OF GEORGIA
CORPORATIONS DIVISION

CORPORATION
ANNUAL REPORT
1982



DAVID B. POYTHRESS
SECRETARY OF STATE

THIS REPORT MUST BE ACCOMPANIED BY A \$5 FEE, OR DELINQUENT FEES
INDICATED IN THE SPACE NEXT TO THIS BLOCK.

READ NOTICE AND INSTRUCTIONS ON OTHER SIDE BEFORE MAKING ENTRIES

<p>1. Name and Address of Corporation:</p> <p style="text-align: center;">Landmark Homeowner's Association, Inc.</p> <p style="text-align: center;">215 Piedmont Avenue Atlanta, Georgia 30308</p> <p style="font-size: small;">If above address is incorrect in any way, enter the correct address in Item 2. Include Zip Code</p>	<p>2. Enter Change of Address of Corporation</p> <p>Principal Office:</p> <p>Street Address</p> <hr/> <p>P.O. Box Number:</p> <hr/> <p>City:</p> <hr/> <p>State Zip Code</p>
--	---

3. Date Incorporated or Qualified to do business in Georgia	9/7/73	4. Federal Employer Identification Number (FEIN) 58-1257563	5. State of Incorporation Georgia
---	--------	---	--------------------------------------

6. Names and Street Addresses of Each Officer			
Names of Officers	Title	Street Address of Each Officer (Do NOT Use Post Office Box Numbers)	City, State and Zip Code
Robert Sexton	Pres	215 Piedmont Ave. Unit 806	Atlanta, GA 30308
Jo Kaplan	VP	215 Piedmont Av.	Atlanta, GA 30308
James F. Scearce	Sec	215 Piedmont Av. Unit 607	Atlanta, GA 30308
Johnny Johnson	Treas.	215 Piedmont Ave. Unit 1609	Atlanta, GA 30308

<p>7. Registered Agent Information</p> <p>Name Bruce R. Davis</p> <p>Street Address (Do NOT Use P.O. Box Number) 420 14th Street</p> <p>City, State and Zip Code Atlanta, Georgia</p>	<p>To change the Registered Agent and/or Registered Office a separate statement signed by the new Registered Agent and executed by a corporate officer of the corporation must be filed with a fee of \$3. These forms are available upon request.</p>
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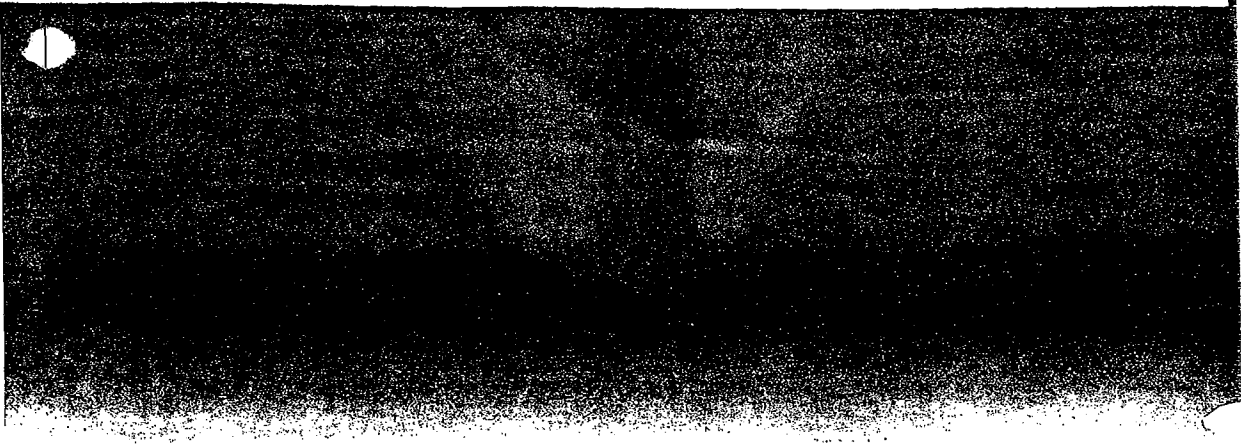
8. See signature restrictions under instructions on reverse side of this form.

I Certify That I Am An Officer of the Corporation, the Receiver or Trustee Empowered to Execute This Report as Required by Title 22. I further Certify the Above Information to be Correct and Accurate and That I Understand My Signature On This Report Shall Have the Same Legal Effects As If Made Under Oath.

<p>Typed Name of Signing Officer Robert R. Sexton</p> <p><i>Robert R. Sexton</i></p>	<p>Title President - Landmark Homeowners Assn.</p>	<p>Telephone Number 659-0768</p> <p>Date February 18, 1983</p>
--	--	--

DO NOT WRITE IN THIS SPACE

IF FOREIGN CORP., DATE OF BEGINNING BUSINESS IN GA. _____



OCT 10 1990



CERTIFICATE

STATE OF GEORGIA
COUNTY OF FULTON

THIS DOCUMENT RECEIVED
AND FILED IN THE OFFICE
OF THE SECRETARY OF STATE

ARTICLES OF AMENDMENT FOR

LANDMARK CONDOMINIUM ASSOCIATION, INC. Pam Neal

DATE: Oct. 4, 1990

TRANSACTION # 90277248

CHARTER # 8302427

1.

Landmark Condominium Association, Inc.

("Association"), is amending its Articles of Incorporation for the purpose of adding a new provision relating to the personal liability of the members of the Association's Board of Directors to the Association or its members.

2.

This Amendment was adopted by the affirmative vote of the members of the Association entitled to cast at least two-thirds (2/3) of the votes which members present in person or by proxy were entitled to cast at a special meeting of the members of the Association held on Sept. 27, 1990 at _____. There were 5666 eligible votes in attendance at the meeting represented in person or by proxy of which there were 5419 votes in favor of the Amendment, 247 votes opposed to the Amendment, and 0 votes abstaining or declining to vote.

3.

The Articles of Incorporation are hereby amended by adding the following provision as a new Article X:

A director of the Association shall not be personally liable to the Association or its members for monetary damages for breach

of duty of care or other duty as a director; provided, however, the above provision shall not apply to the personal liability of a director of the Association:

(i) for any appropriation, in violation of his or her duties, of any business opportunity of the Association;

(ii) for any acts or omissions not in good faith or which involve intentional misconduct or knowing violations of the law; or

(iii) for any transaction from which the director received an improper personal benefit.

This provision shall not operate to affect the personal liability of a director for any act or omission occurring prior to the date on which this certificate of amendment is issued by the Georgia Secretary of State.

Any repeal or modification of this Article X by the members of the Association shall not adversely affect any right or protection of a director or the Association existing at the time of such repeal or modification.

IN WITNESS WHEREOF, the Association has caused the Amendment to be executed by its duly authorized officers.

This 21 day of Sept, 1990.

LANDMARK CONDOMINIUM
ASSOCIATION, INC.

By:

[Signature]
President

Attest:

[Signature]
Secretary

2792Z

BSR (31)
OCT 4 9 12 AM '90
SECRETARY OF STATE

10

11

CROSS REFERENCE

1994 JAN 31 PM 4:06

STATE OF GEORGIA
COUNTY OF FULTON

Cross Reference to DEB NITA HICKS
Declaration of Condominium Deed Book 8348
Page 211
Kaplan Williams Lot: Deed Book 12608
Page 139

RECIPROCAL DECLARATION OF EASEMENT

This reciprocal declaration of easement agreement is entered into this 13th day of April, 1992 by and between the THE LANDMARK CONDOMINIUM ASSOCIATION, INC. ("Association") and JO J. KAPLAN AND JAMES A. WILLIAMS, owners of the Kaplan Williams Parking Lot;

W I T N E S S E T H

WHEREAS, the parking lot adjacent to the Landmark Condominium is owned and operated Jo J. Kaplan and James A. Williams and is known as the Kaplan Williams Parking Lot; and

WHEREAS, under an agreement with a prior owner of the Kaplan Williams Parking Lot, the Association managed the lot and allocated fourteen visitor spaces at the front of the lot adjacent to Piedmont Avenue and the Association allocated sixteen spaces located on the west side of the Landmark Condominium on common property of the Association to owners of units unable to park in the lot managed by the Association; and

WHEREAS, the Association desires to continue to have the visitor spaces for the Association located at the front of the Kaplan Williams Parking Lot adjacent to Piedmont Avenue; and

WHEREAS, the parties hereto desire to enter into a reciprocal easement agreement regarding parking spaces on the common property of the Association and on the Kaplan Williams Parking Lot;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration the parties hereto hereby agree as follows:

1. The fourteen (14) spaces on the Kaplan Williams Parking Lot presently identified as spaces V1 - V14, and as more particularly shown on Exhibit "A" attached hereto and incorporated herein by reference, shall be reserved for visitors of the Landmark Condominium and there shall be no charge to the Association by Kaplan and Williams for such spaces. Kaplan and Williams shall continue to maintain these spaces on their property, which maintenance shall include, but not be limited to, painting lines and numbers and paving.

2. The sixteen (16) spaces on the west side of the Landmark Condominium presently identified as space numbers 83-98, and as more particularly shown on Exhibit "A," shall be reserved for the use of Kaplan and Williams who may lease such spaces in their discretion and there shall be no charge to Kaplan and Williams by the Association for such spaces. The Association shall continue to maintain the spaces on the common property of the Association, which maintenance shall include, but not be limited to painting lines and numbers and paving.

3. This agreement shall remain in effect until the conveyance of the parking lot by Kaplan and Williams to a third party; provided, however, either party may terminate this agreement upon thirty (30) days prior written notice. Such notice shall be sent

by certified mail to the Landmark Condominium Association, Inc. at
215 Piedmont Avenue, N.E. 30308 and to Kaplan and Williams at
215 Piedmont Avenue, N.E., C-5, Atlanta, GA 30308

or such other address which either party may provide to the other
in writing.

4. This agreement may not be assigned without the written
consent of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this
agreement the day and year first above written.

THE LANDMARK CONDOMINIUM ASSOCIATION, INC.

By: *Sherry L. Johnson*
President

Attest: *Ch. Colbert*
Secretary

Sworn to and subscribed to
before me this 13th day of
_____ 1997.

N.P.
SEAL

Kristi L. Hall
Witness

Cecilia J. Schuchman
Notary Public

My Commission Expires:

Notary Public, State of Georgia
My Commission Expires August 24, 1997

[NOTARY SEAL]

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

BOOK 17739 PAGE 296

JO J. KAPLAN AND JAMES A. WILLIAMS

By: *Jo J. Kaplan*
Jo J. Kaplan

By: *James A. Williams*
James A. Williams

Sworn to and subscribed to
before me this 3rd day of
April 1997.

Howard
Witness

Robert A. Fickett
Notary Public
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: Nov. 17, 1998.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

[NOTARY SEAL]

joav\aleasm\645JKap.1997



BOOK 17739 PAGE 297

THIS DOCUMENT HAS BEEN RECORDED, BUT NOT
CROSS-REFERENCED DUE TO THE FACT THAT THE
CITED BOOK AND PAGE IS INCORRECT.

GEORGIA, FULTON COUNTY
FILED AND RECORDED

99 JUL -7 AM 8:30

JUANITA HICKS
CLERK OF SUPERIOR COURT

WZ

Cross Reference:	Deed Book:	631
	Page:	35
	Deed Book:	8448
	Page:	211

STATE OF GEORGIA
COUNTY OF FULTON

CROSS REFERENCE

AMENDMENT TO THE DECLARATION OF
CONDOMINIUM FOR THE LANDMARK CONDOMINIUM

WHEREAS, the Landmark Apartments, Inc., a Georgia corporation, recorded that certain Declaration of Landmark Apartments, Inc. (hereinafter "Original Declaration") dated August 30, 1976 and recorded in Deed Book 631, Page 35, Fulton County, Georgia records; and

WHEREAS, the Original Declaration has been amended by amendments dated August 30, 1976 recorded in Deed Book 6544, Page 399 et seq., November 16, 1976 recorded in Deed Book 6593, Page 166 et seq., and November 10, 1980 recorded in Deed Book 7684, Page 403 et seq., Fulton County, Georgia records; and

WHEREAS, the Original Declaration was amended to submit the Condominium property to the Georgia Condominium Act by the Amended and Restated Declaration of

BOOK 27254 PAGE 349

Condominium for the Landmark Condominium (hereinafter the "Declaration") recorded in Deed Book 8448, Page 211 et seq., and

WHEREAS, a Master Plat was recorded on May 8, 1974 in Condominium Plat Book 3, Page 104, Fulton County, Georgia Records and a Supplemental Plat was recorded in Condominium Plat Book 3, Page 121, aforesaid records, on September 4, 1974; and

WHEREAS, floor plans are filed in Condominium Cabinet One, Folder 39, Condominium File Drawer, Fulton County, Georgia Records; and

WHEREAS, in accordance with the terms of Paragraph 10 of the Declaration, the Declaration may be amended by the affirmative vote, written consent of any combination thereof of members of the Association to which two-thirds (2/3) of the total Association vote appertain; and

WHEREAS, members of the Association holding two-thirds (2/3) of the total Association vote have consented to the following amendment to the Declaration;

NOW THEREFORE, the Declaration of Condominium for the Landmark Condominium is amended as follows:

1.

Paragraph 4 is amended by adding thereto the following:

The Association's Board of Directors is hereby authorized to assign and to reassign limited common elements, provided that any such assignment or reassignment shall be made in accordance with Section 44-3-82(b)(c) of the Act. A common element not previously assigned as a limited common element, may be so assigned and a limited common element may be reassigned by the Board, upon written application to the Association by the unit owner or owners for whose exclusive use such common element is requested or whose use of the limited common element previously assigned is directly affected and with the

approval of members to which two-thirds (2/3) of the total Association vote appertain.

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

LANDMARK CONDOMINIUM ASSOCIATION, INC.

By: [Signature]
President

Attest: [Signature]
Secretary



Signed, sealed, and delivered
this 30 day of June, 1999

[Signature]
WITNESS

[Signature]
NOTARY PUBLIC

[NOTARY SEAL]

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My Commission Expires February 8, 2000