

**SNAPFINGER MANOR CONDOMINIUM
DISCLOSURE PACKAGE**

Eric Chafin Home Builders, Inc.
February 2004

SECTION 1

FLOOR PLAN

Eric Chafin Home Builders, Inc.
Floor Plans

ERIC CHAFIN HOMES - SNAPPINGER MANOR TOWNHOMES

ARCHITECTURAL INDEX

NO.	DESCRIPTION	DATE	BY
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2	PRELIMINARY ARCHITECTURE		
3	PRELIMINARY STRUCTURE		
4	PRELIMINARY MECHANICAL, ELECTRICAL & PLUMBING		
5	PRELIMINARY INTERIORS		
6	PRELIMINARY EXTERIORS		
7	PRELIMINARY LANDSCAPE ARCHITECTURE		
8	PRELIMINARY CIVIL ENGINEERING		
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STRUCTURAL ENGINEER INDEX

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49	PRELIMINARY ARCHITECTURAL CONTRACT AGREEMENT ADDENDUM		
50	PRELIMINARY ARCHITECTURAL CONTRACT AGREEMENT ADDENDUM		

SNAPPINGER MANOR TOWNHOMES - LOT VALUES

LOT #	STAGE #	UNIT #	UNIT PRICE	LOT VALUE
1	1	1	\$1,100,000	\$1,100,000
2	2	2	\$1,100,000	\$1,100,000
3	3	3	\$1,100,000	\$1,100,000
4	4	4	\$1,100,000	\$1,100,000
5	5	5	\$1,100,000	\$1,100,000
6	6	6	\$1,100,000	\$1,100,000
7	7	7	\$1,100,000	\$1,100,000
8	8	8	\$1,100,000	\$1,100,000
9	9	9	\$1,100,000	\$1,100,000
10	10	10	\$1,100,000	\$1,100,000
11	11	11	\$1,100,000	\$1,100,000
12	12	12	\$1,100,000	\$1,100,000
13	13	13	\$1,100,000	\$1,100,000
14	14	14	\$1,100,000	\$1,100,000
15	15	15	\$1,100,000	\$1,100,000
16	16	16	\$1,100,000	\$1,100,000
17	17	17	\$1,100,000	\$1,100,000
18	18	18	\$1,100,000	\$1,100,000
19	19	19	\$1,100,000	\$1,100,000
20	20	20	\$1,100,000	\$1,100,000
21	21	21	\$1,100,000	\$1,100,000
22	22	22	\$1,100,000	\$1,100,000
23	23	23	\$1,100,000	\$1,100,000
24	24	24	\$1,100,000	\$1,100,000
25	25	25	\$1,100,000	\$1,100,000
26	26	26	\$1,100,000	\$1,100,000
27	27	27	\$1,100,000	\$1,100,000
28	28	28	\$1,100,000	\$1,100,000
29	29	29	\$1,100,000	\$1,100,000
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42	42	42	\$1,100,000	\$1,100,000
43	43	43	\$1,100,000	\$1,100,000
44	44	44	\$1,100,000	\$1,100,000
45	45	45	\$1,100,000	\$1,100,000
46	46	46	\$1,100,000	\$1,100,000
47	47	47	\$1,100,000	\$1,100,000
48	48	48	\$1,100,000	\$1,100,000
49	49	49	\$1,100,000	\$1,100,000
50	50	50	\$1,100,000	\$1,100,000

PRODUCT DIRECTORY

CEMENT: IN CEMENT WORKS 1000 S. W. 10TH AVENUE MIAMI, FL 33135 (305) 375-5111	CONCRETE: IN CEMENT WORKS 1000 S. W. 10TH AVENUE MIAMI, FL 33135 (305) 375-5111
STEEL: IN CEMENT WORKS 1000 S. W. 10TH AVENUE MIAMI, FL 33135 (305) 375-5111	MECHANICAL: IN CEMENT WORKS 1000 S. W. 10TH AVENUE MIAMI, FL 33135 (305) 375-5111
ELECTRICAL: IN CEMENT WORKS 1000 S. W. 10TH AVENUE MIAMI, FL 33135 (305) 375-5111	PLUMBING: IN CEMENT WORKS 1000 S. W. 10TH AVENUE MIAMI, FL 33135 (305) 375-5111

NOTES:
 1. THESE VALUES ARE BASED ON CURRENT MARKET CONDITIONS AND ARE SUBJECT TO CHANGE WITHOUT NOTICE.
 2. THESE VALUES ARE BASED ON CURRENT MARKET CONDITIONS AND ARE SUBJECT TO CHANGE WITHOUT NOTICE.
 3. THESE VALUES ARE BASED ON CURRENT MARKET CONDITIONS AND ARE SUBJECT TO CHANGE WITHOUT NOTICE.
 4. THESE VALUES ARE BASED ON CURRENT MARKET CONDITIONS AND ARE SUBJECT TO CHANGE WITHOUT NOTICE.



ERIC CHAFIN HOMES
SNAPPINGER MANOR

COVER SHEET



CONSULTING ENTERPRISES, CORP.
 1000 S. W. 10TH AVENUE
 MIAMI, FL 33135
 (305) 375-5111

CS

UNITS BELOW USE ARCHITECTURAL PAGES E1, E2



BLDG. # 1

LOT #	PLAN	ELEV
1	CAMERON	B
2	BROOKMERE	D
3	CAMERON	C
4	BROOKMERE	A

BLDG. # 2

LOT #	PLAN	ELEV
1	BROOKMERE	B
2	CAMERON	A
3	BROOKMERE	D
4	BROOKMERE	C

BLDG. # 3

LOT #	PLAN	ELEV
9	CAMERON	B
10	BROOKMERE	D
11	CAMERON	C
12	BROOKMERE	A

BLDG. # 4

LOT #	PLAN	ELEV
13	BROOKMERE	B
14	CAMERON	A
15	BROOKMERE	D
16	BROOKMERE	C

BLDG. # 5

LOT #	PLAN	ELEV
17	CAMERON	B
18	BROOKMERE	D
19	CAMERON	C
20	BROOKMERE	A

BLDG. # 6

LOT #	PLAN	ELEV
21	BROOKMERE	B
22	CAMERON	A
23	BROOKMERE	D
24	BROOKMERE	C

BLDG. # 7

LOT #	PLAN	ELEV
25	CAMERON	B
26	BROOKMERE	D
27	CAMERON	C
28	BROOKMERE	A

BLDG. # 8

LOT #	PLAN	ELEV
29	BROOKMERE	B
30	CAMERON	A
31	BROOKMERE	D
32	BROOKMERE	C

BLDG. # 9

LOT #	PLAN	ELEV
33	CAMERON	B
34	BROOKMERE	D
35	CAMERON	C
36	BROOKMERE	A

BLDG. # 22

LOT #	PLAN	ELEV
37	BROOKMERE	B
38	CAMERON	A
39	BROOKMERE	D
40	BROOKMERE	C

BLDG. # 23

LOT #	PLAN	ELEV
41	CAMERON	B
42	BROOKMERE	D
43	CAMERON	C
44	BROOKMERE	A

BLDG. # 24

LOT #	PLAN	ELEV
45	BROOKMERE	B
46	CAMERON	A
47	BROOKMERE	D
48	BROOKMERE	C

BLDG. # 25

LOT #	PLAN	ELEV
49	CAMERON	B
50	BROOKMERE	D
51	CAMERON	C
52	BROOKMERE	A

BLDG. # 26

LOT #	PLAN	ELEV
53	BROOKMERE	B
54	CAMERON	A
55	BROOKMERE	D
56	BROOKMERE	C

BLDG. # 27

LOT #	PLAN	ELEV
57	CAMERON	B
58	BROOKMERE	D
59	CAMERON	C
60	BROOKMERE	A

BLDG. # 28

LOT #	PLAN	ELEV
61	BROOKMERE	B
62	CAMERON	A
63	BROOKMERE	D
64	BROOKMERE	C

BLDG. # 29

LOT #	PLAN	ELEV
65	CAMERON	B
66	BROOKMERE	D
67	CAMERON	C
68	BROOKMERE	A

BLDG. # 30

LOT #	PLAN	ELEV
69	BROOKMERE	B
70	CAMERON	A
71	BROOKMERE	D
72	BROOKMERE	C

PROJECTMANAGER

1

ARCHITECT

1

CONTRACTOR

1

REVISIONS

NO.	DESCRIPTION

DATE 03/28/00

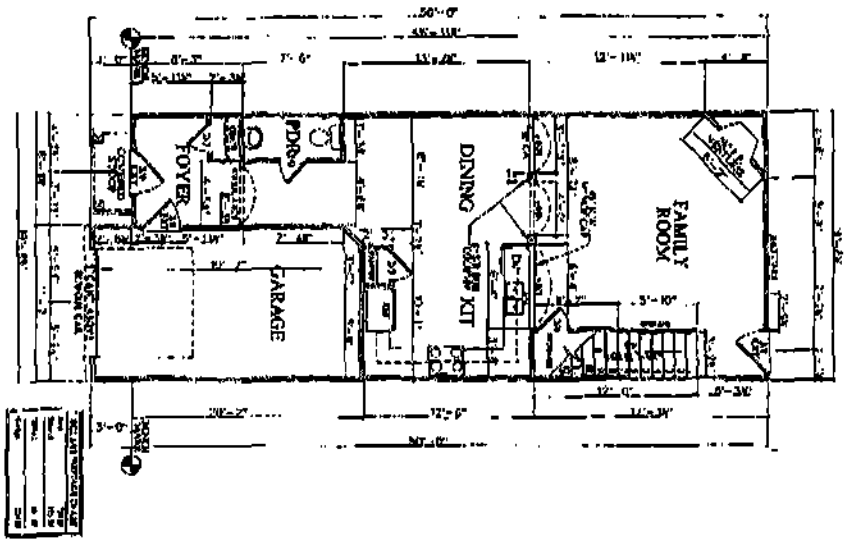
SCALE 1/8" = 1'-0"

PROJECT BOSTON TOWNHOME LOTS

A1

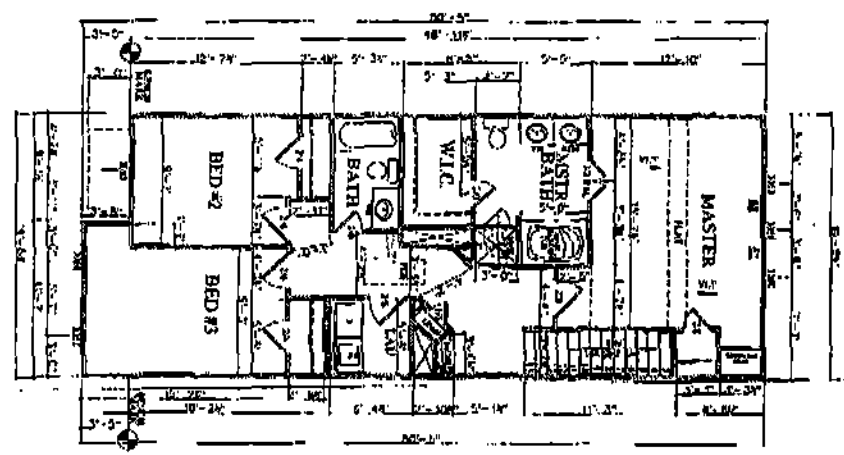
FIRST FLOOR

SCALE: 1/4" = 1'-0"



SECOND FLOOR

SCALE: 1/4" = 1'-0"



Architect's Name and Title

A3

DATE: _____
 DRAWN BY: _____
 CHECKED BY: _____
 PROJECT NAME: _____
 SHEET NO.: _____

REVISIONS

NO.	DESCRIPTION

PROJECT NAME

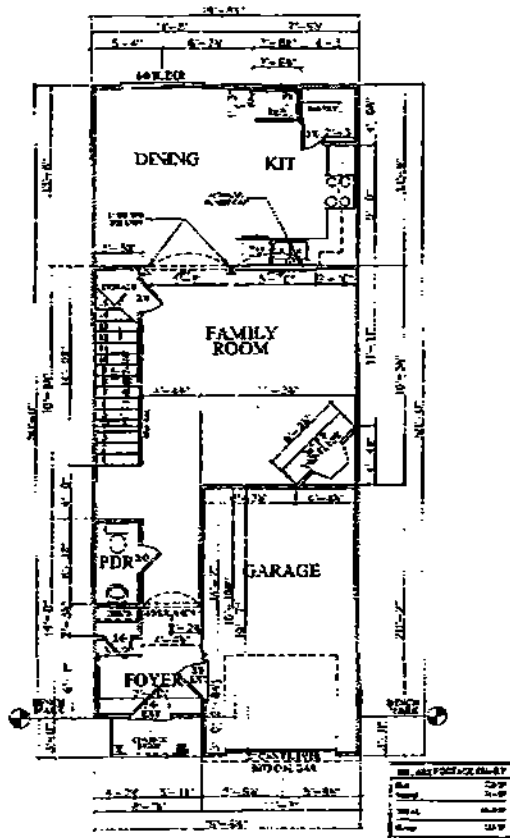
ARCHITECT

DATE

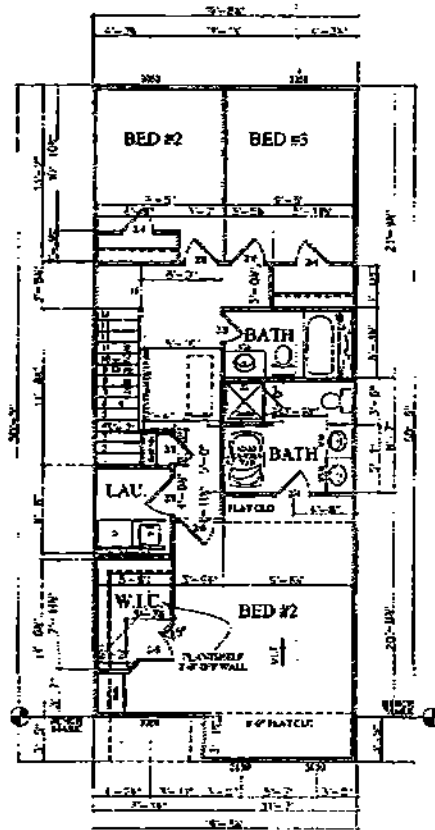
SCALE

PROJECT NAME

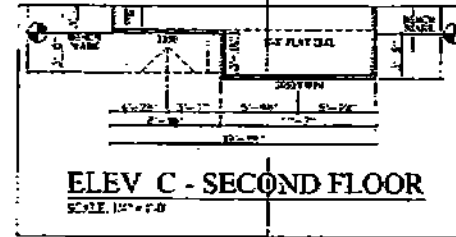
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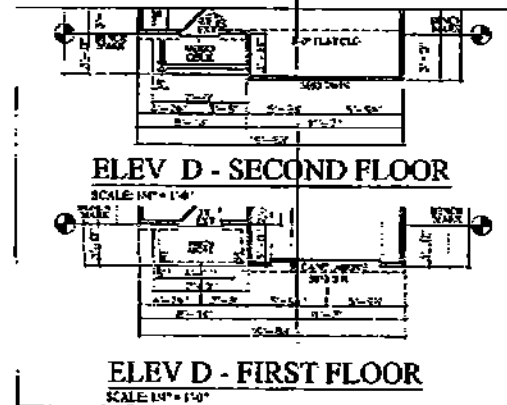
FIRST FLOOR
SCALE: 1/4" = 1'-0"



SECOND FLOOR
SCALE: 1/4" = 1'-0"



ELEV C - SECOND FLOOR
SCALE: 1/4" = 1'-0"



ELEV D - FIRST FLOOR
SCALE: 1/4" = 1'-0"

ERIC CHERRY

PROJECT NAME
Residence

RESIDENTIAL DEVELOPMENT BY:
ERIC CHERRY ARCHITECTURE

DATE

PROJECT NO.

REVISIONS

DATE

BY

DATE

BY

DATE

BY

DATE

BY

DATE

BY

DATE

BY

DATE

BY

DATE

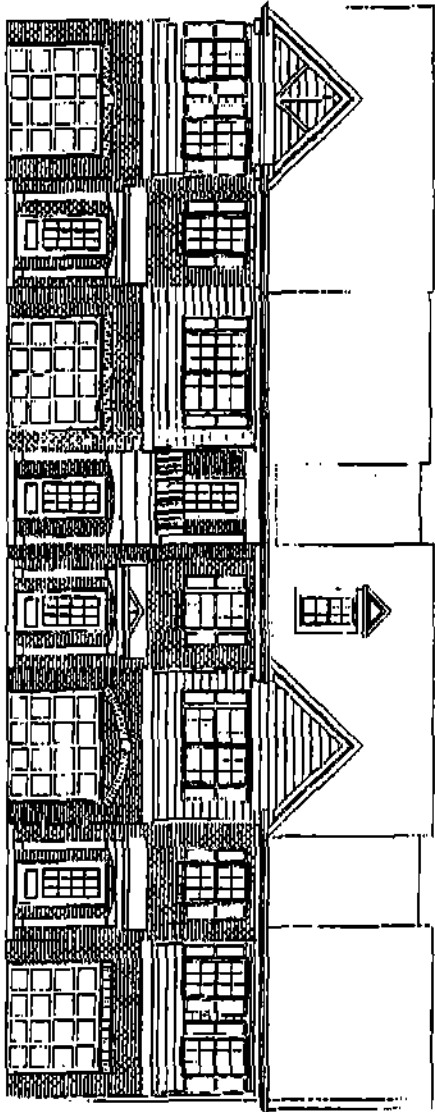
BY

DATE



ERIC CHERRY
ARCHITECT

PROJECT NO.
A4

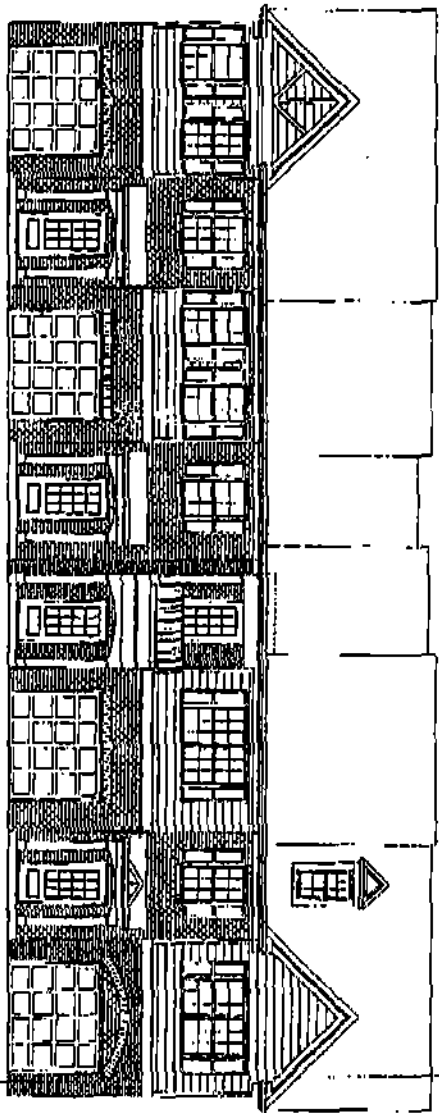


4 UNIT BUILDING ELEVATION (BUILDING TYPE 2)
SCALE 1/8" = 1'-0"



ERIC CHASE ARCHITECT 1000 10th St. N.E. Atlanta, Georgia 30309 Phone: 404-525-1111		PROJECT NAME _____ _____ _____
DATE _____	SHEET NO. _____	TOTAL SHEETS _____
DRAWN BY _____	CHECKED BY _____	DATE _____
SCALE _____	PROJECT NO. _____	SHEET TITLE _____
CLIENT _____	ADDRESS _____	CITY _____
STATE _____	ZIP _____	PROJECT NO. _____
SHEET NO. _____	TOTAL SHEETS _____	SHEET TITLE _____
DATE _____	DRAWN BY _____	CHECKED BY _____
SCALE _____	PROJECT NO. _____	SHEET TITLE _____
CLIENT _____	ADDRESS _____	CITY _____
STATE _____	ZIP _____	PROJECT NO. _____
SHEET NO. _____	TOTAL SHEETS _____	SHEET TITLE _____

EL1



B

A

D

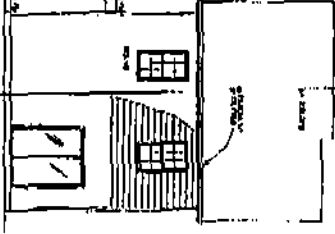
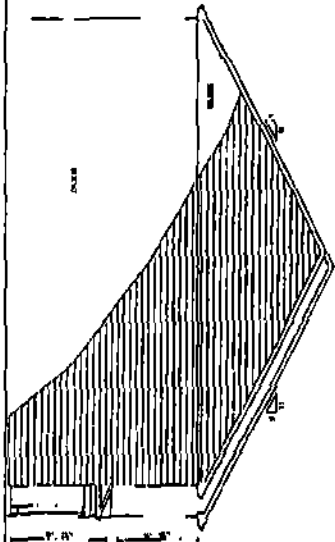
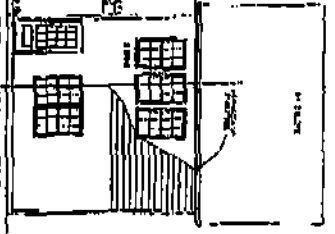
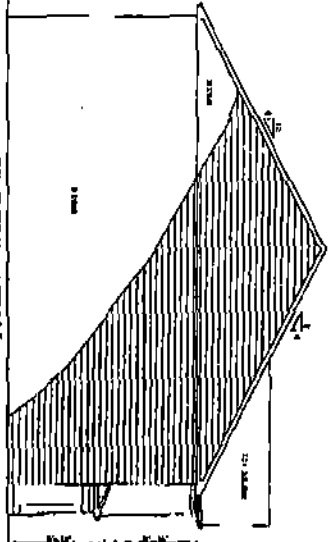
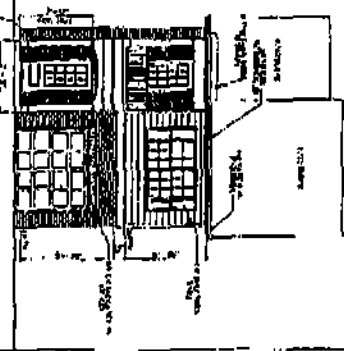
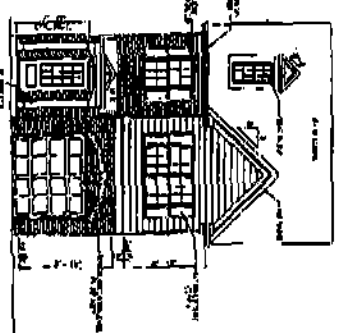
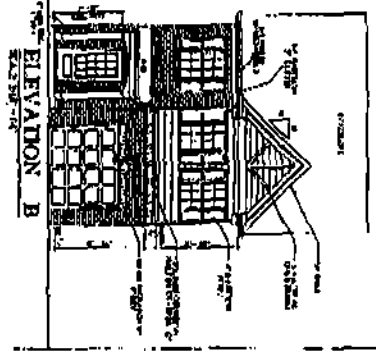
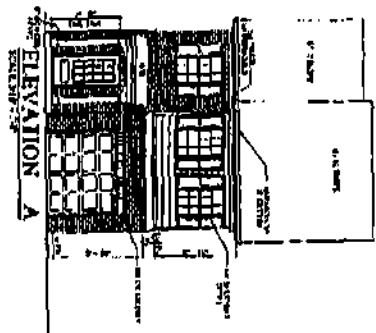
C

4 UNIT BUILDING ELEVATION (BUILDING TYPE 3)
 SCALE 1/4" = 1'-0"



PROJECT NAME	
ARCHITECT	
DATE	
PROJECT ADDRESS	
PLANNING	
PERMITS	
REVISIONS	
DATE	
BY	
REVISION	
NO. 1	
DATE	
BY	
REVISION	
NO. 2	
DATE	
BY	
REVISION	
NO. 3	
DATE	
BY	
REVISION	
NO. 4	
DATE	
BY	
REVISION	
NO. 5	
DATE	
BY	
REVISION	
NO. 6	
DATE	
BY	
REVISION	
NO. 7	
DATE	
BY	
REVISION	
NO. 8	
DATE	
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REVISION	
NO. 9	
DATE	
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REVISION	
NO. 10	
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REVISION	
NO. 11	
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REVISION	
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REVISION	
NO. 28	
DATE	
BY	
REVISION	
NO. 29	
DATE	
BY	
REVISION	
NO. 30	
DATE	
BY	
REVISION	

BL2



SIDING/BRICK
TRANSITION DETAIL

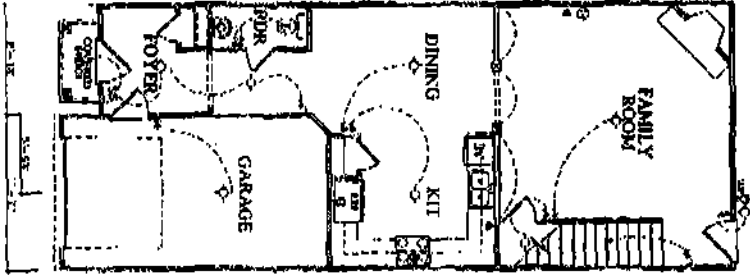


PROJECT NAME
DATE

ARCHITECT
SCALE

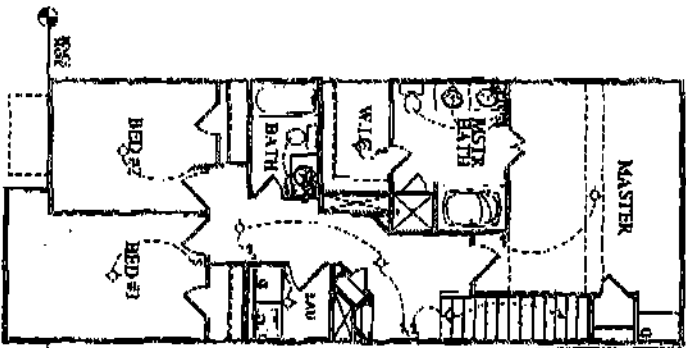
PLAN ELEVATION
SECTION

DATE	11/11
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PROJECT	TOWNHOME ELEVATIONS
ARCHITECT	EL3



FIRST FLOOR
SCALE 1/4" = 1'-0"

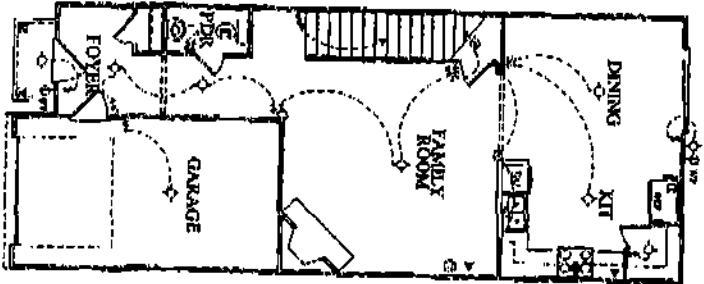
NO.	DESCRIPTION	DATE
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2	REVISION	
3	REVISION	
4	REVISION	
5	REVISION	



SECOND FLOOR
SCALE 1/4" = 1'-0"

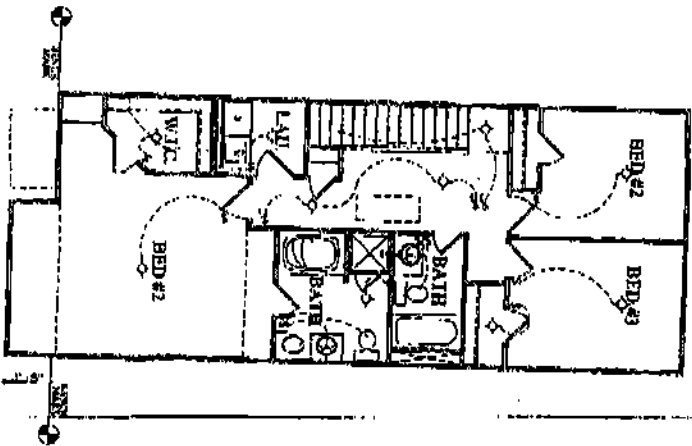


PROJECT NAME: _____ _____ _____	ARCHITECT: JAMES T. HARRIS ARCHITECT 1234 MAIN ST. ANYTOWN, VA 22009 (703) 555-1234	DATE: 04/15/04	SUBJECT: CASABLANCA ELECTRICALS	SCALE: 1/4" = 1'-0"	PROJECT NO.: E1



FIRST FLOOR
SCALE 1/8" = 1'-0"

NO.	DATE	BY	REVISION
1	10/1/78	J.M.	ISSUED FOR PERMITS
2	10/1/78	J.M.	REVISED PER COMMENTS
3	10/1/78	J.M.	REVISED PER COMMENTS
4	10/1/78	J.M.	REVISED PER COMMENTS

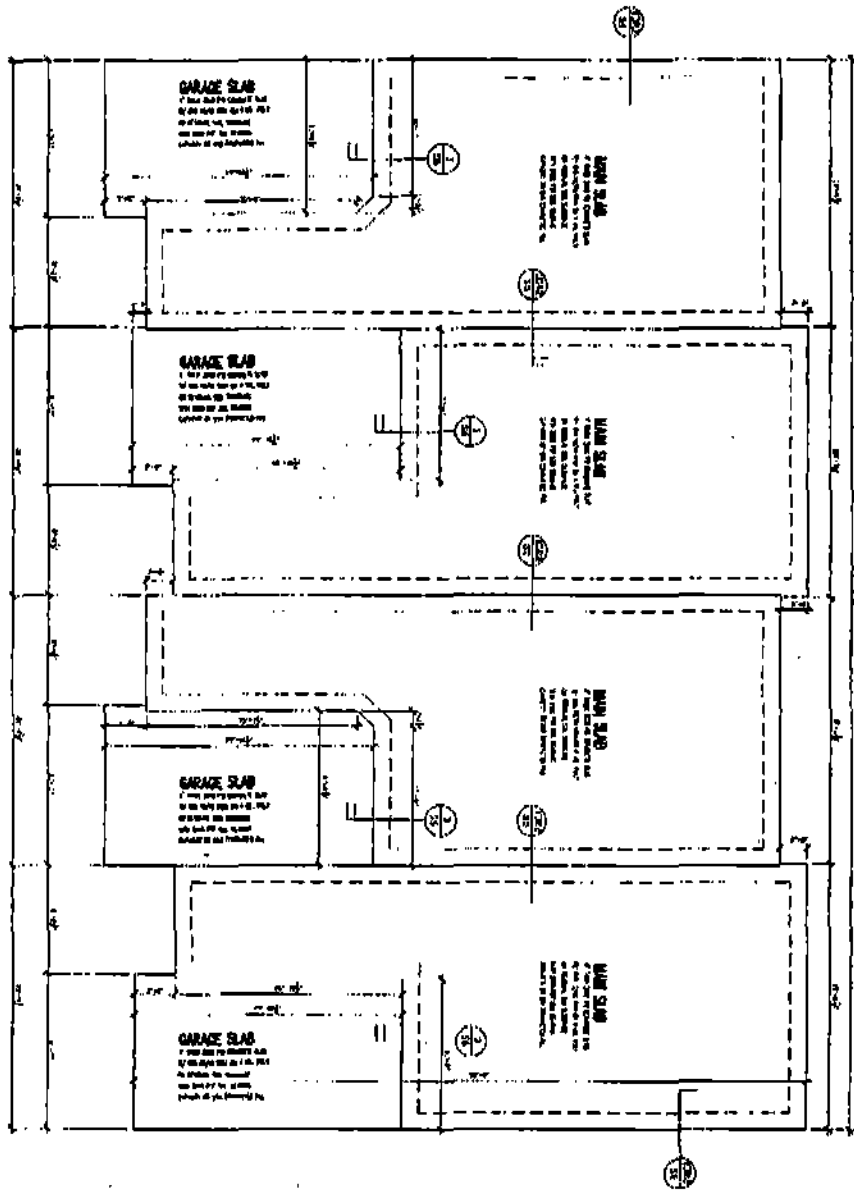


SECOND FLOOR
SCALE 1/8" = 1'-0"



<p>PERMITS NO. 12345 DATE 10/1/78</p>	<p>APPROVED BY J.M. DATE 10/1/78</p>	<p>PROJECT INFORMATION NO. 12345 DATE 10/1/78</p>	<p>REVISIONS</p> <table border="1"> <tr><th>NO.</th><th>DATE</th><th>BY</th><th>REVISION</th></tr> <tr><td>1</td><td>10/1/78</td><td>J.M.</td><td>ISSUED FOR PERMITS</td></tr> <tr><td>2</td><td>10/1/78</td><td>J.M.</td><td>REVISED PER COMMENTS</td></tr> <tr><td>3</td><td>10/1/78</td><td>J.M.</td><td>REVISED PER COMMENTS</td></tr> <tr><td>4</td><td>10/1/78</td><td>J.M.</td><td>REVISED PER COMMENTS</td></tr> </table>	NO.	DATE	BY	REVISION	1	10/1/78	J.M.	ISSUED FOR PERMITS	2	10/1/78	J.M.	REVISED PER COMMENTS	3	10/1/78	J.M.	REVISED PER COMMENTS	4	10/1/78	J.M.	REVISED PER COMMENTS
NO.	DATE	BY	REVISION																				
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2	10/1/78	J.M.	REVISED PER COMMENTS																				
3	10/1/78	J.M.	REVISED PER COMMENTS																				
4	10/1/78	J.M.	REVISED PER COMMENTS																				

E2



FOUNDATION PLAN TYPE I - LAYOUT
SCALE 1/4" = 1'-0"

THIS PLAN IS THE PROPERTY OF CONSULTING ENTERPRISES, CORP. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF CONSULTING ENTERPRISES, CORP.



Eric Chapin
Professional Engineer
State of New York
No. 12345

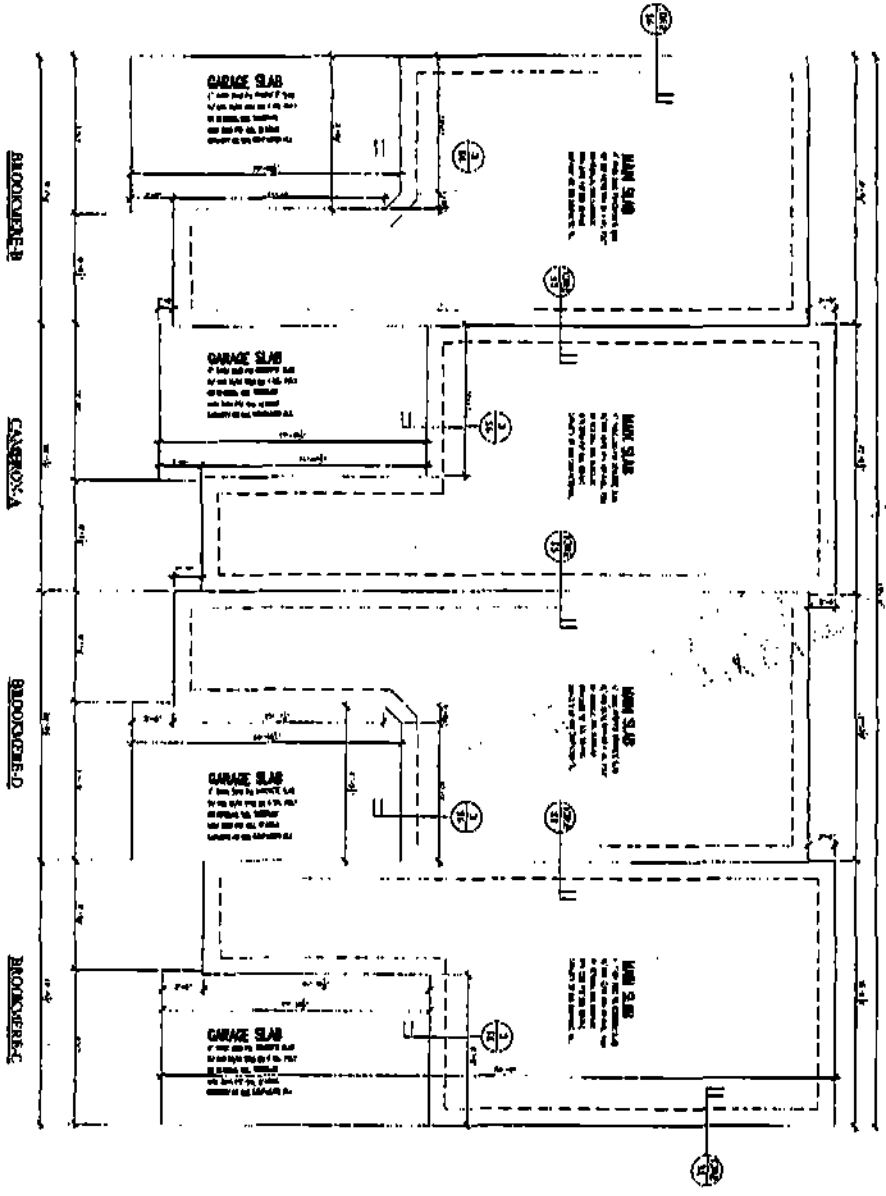
S2	DATE	12/15/2011
	BY	EC
PROJECT	NO.	12345
	NAME	ERIC CHAPIN HOMES SNAPPINGLER MANOR
CLIENT	NO.	
	NAME	
OWNER	NO.	
	NAME	
DESIGNER	NO.	
	NAME	
CHECKER	NO.	
	NAME	
APPROVER	NO.	
	NAME	

ERIC CHAPIN HOMES
SNAPPINGLER MANOR

FOUNDATION PLAN TYPE I - LAYOUT



CONSULTING ENTERPRISES, CORP.
1000 WESTERN AVENUE, SUITE 1000, NEW YORK, NY 10020
PHONE: (212) 410-1415



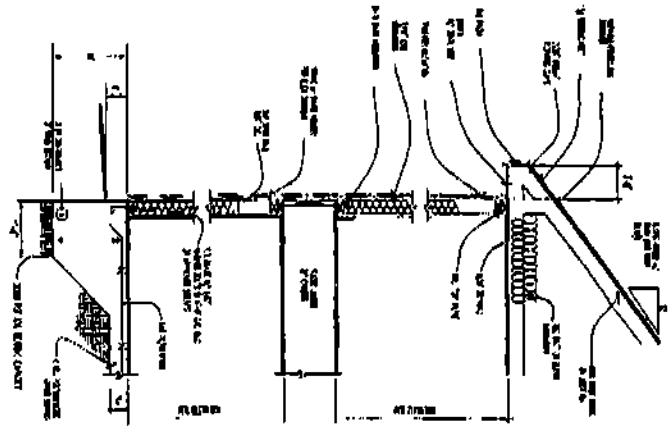
FOUNDATION PLAN TYPE II - LAYOUT
 SCALE: 1/8" = 1'-0"

ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. ALL WALLS TO BE CONCRETE ON GRADE. ALL SLABS TO BE 12" THICK UNLESS OTHERWISE NOTED. ALL REINFORCEMENT TO BE #4 UNLESS OTHERWISE NOTED. ALL REINFORCEMENT TO BE TYPED UNLESS OTHERWISE NOTED. ALL REINFORCEMENT TO BE TYPED UNLESS OTHERWISE NOTED.

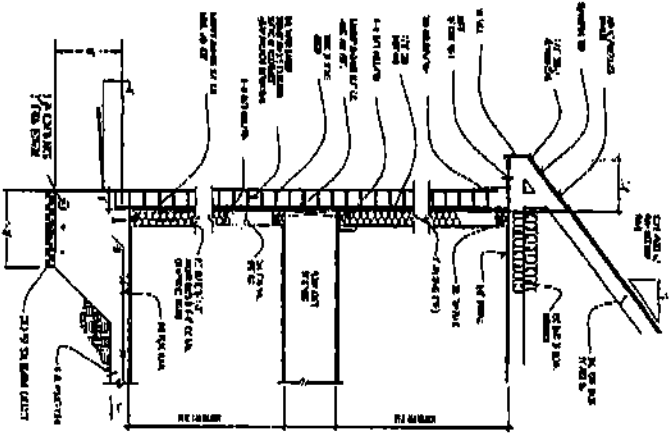


Signature

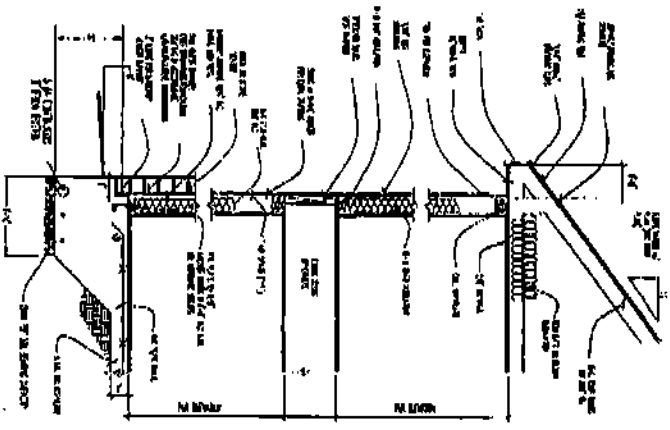
S3		CONSULTING ENTERPRISES, CORP. <small>12701 BRADSHAW & PAUL AVENUES, SUITE 100, SAN DIEGO, CALIFORNIA 92121 PHONE: (619) 451-1000</small>
	ERIC CHAFIN HOMES SNAPFINGER MANOR FOUNDATION PLAN TYPE II - LAYOUT	



1 TRAIL EQUUS SECTION REFERENCE
SHEET NO. 1



2 TRAIL EQUUS SECTION REFERENCE
SHEET NO. 1



3 TRAIL EQUUS SECTION REFERENCE
SHEET NO. 1

NOTES: 1. ALL DIMENSIONS ARE IN FEET AND INCHES. 2. FINISHES ARE AS SHOWN ON THE FINISH SCHEDULE. 3. REFER TO THE GENERAL NOTES FOR A COMPLETE LIST OF MATERIALS AND METHODS OF CONSTRUCTION. 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. 5. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES. 6. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES. 7. THE CONTRACTOR SHALL MAINTAIN THE SITE IN A SAFE AND SOUND CONDITION AT ALL TIMES. 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES AND THE ENVIRONMENT. 9. THE CONTRACTOR SHALL MAINTAIN THE SITE IN A SAFE AND SOUND CONDITION AT ALL TIMES. 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES AND THE ENVIRONMENT.

NOTES: 1. ALL DIMENSIONS ARE IN FEET AND INCHES. 2. FINISHES ARE AS SHOWN ON THE FINISH SCHEDULE. 3. REFER TO THE GENERAL NOTES FOR A COMPLETE LIST OF MATERIALS AND METHODS OF CONSTRUCTION. 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. 5. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES. 6. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES. 7. THE CONTRACTOR SHALL MAINTAIN THE SITE IN A SAFE AND SOUND CONDITION AT ALL TIMES. 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES AND THE ENVIRONMENT. 9. THE CONTRACTOR SHALL MAINTAIN THE SITE IN A SAFE AND SOUND CONDITION AT ALL TIMES. 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES AND THE ENVIRONMENT.



NO.	DATE	REVISION
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2	11/15/84	REVISED PER COMMENTS
3	12/15/84	REVISED PER COMMENTS
4	01/15/85	REVISED PER COMMENTS
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97	10/15/92	REVISED PER COMMENTS
98	11/15/92	REVISED PER COMMENTS
99	12/15/92	REVISED PER COMMENTS
100	01/15/93	REVISED PER COMMENTS

ERIC CHAFIN HOMES
SNAPPINBER MANOR

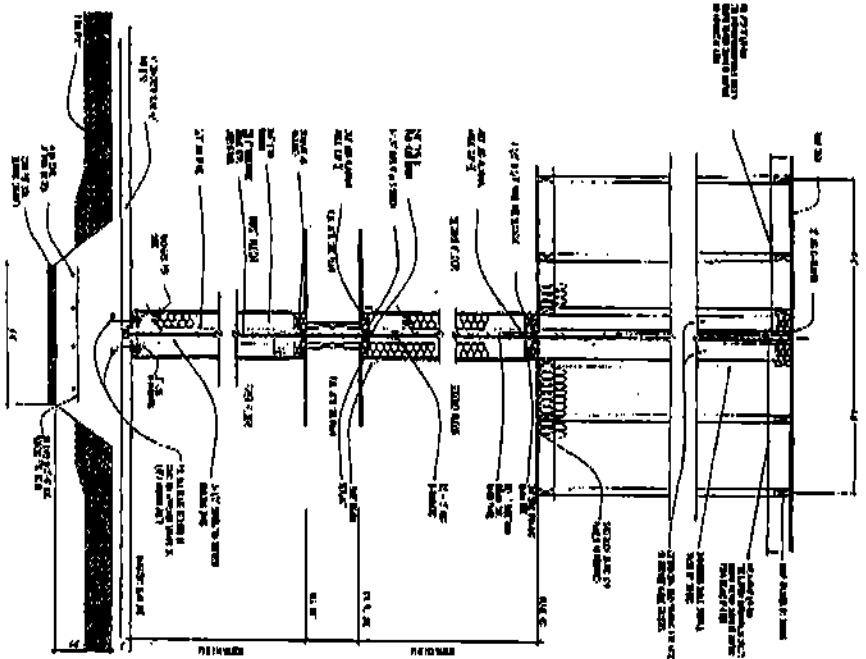
WALL SECTIONS



CONSULTING ENTERPRISES, CORP.
CORP., 11111 GARDEN & WOODLAND AVENUE, SUITE 100, FORT WORTH, TEXAS 76114
PHONE (817) 341-1111

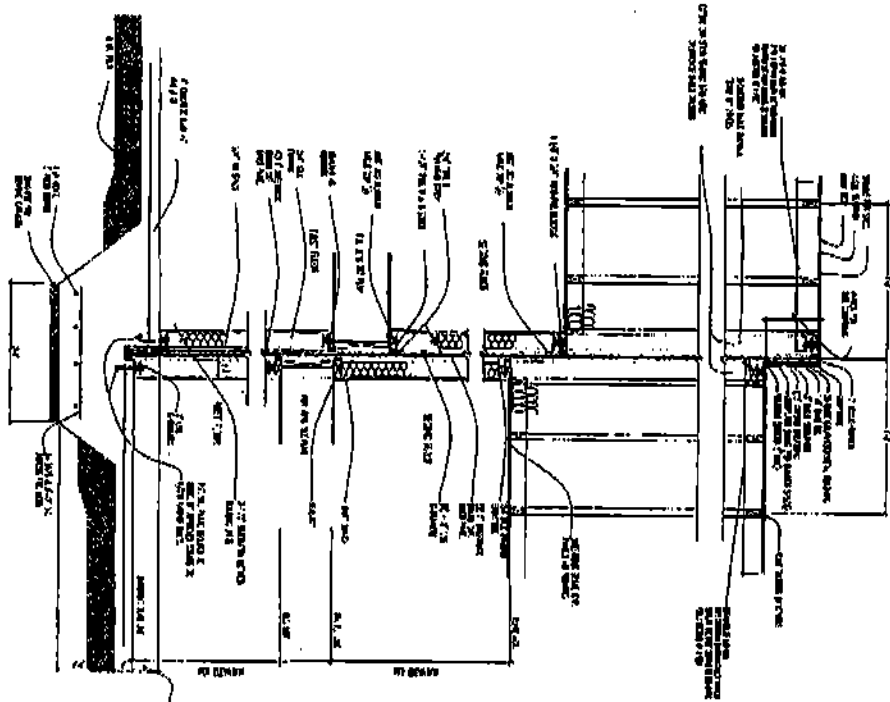
S4

1. This wall is to be constructed in accordance with the provisions of Section 1905 of the Building Code of the City of New York, and shall be designed to resist the lateral forces specified in Section 1905 of the Building Code of the City of New York. The wall shall be designed to resist the lateral forces specified in Section 1905 of the Building Code of the City of New York. The wall shall be designed to resist the lateral forces specified in Section 1905 of the Building Code of the City of New York.



1 2 HOUR FIRE - RESISTANCE - RATED WALL - EXTERIOR

2. This wall is to be constructed in accordance with the provisions of Section 1905 of the Building Code of the City of New York, and shall be designed to resist the lateral forces specified in Section 1905 of the Building Code of the City of New York. The wall shall be designed to resist the lateral forces specified in Section 1905 of the Building Code of the City of New York. The wall shall be designed to resist the lateral forces specified in Section 1905 of the Building Code of the City of New York.



2 2 HOUR FIRE - RESISTANCE - RATED WALL - EXTERIOR

NOTES: 1. ALL DIMENSIONS ARE IN FEET AND INCHES. 2. ALL MATERIALS SHALL BE AS SHOWN OR APPROVED BY THE ARCHITECT. 3. THE WALL SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE PROVISIONS OF SECTION 1905 OF THE BUILDING CODE OF THE CITY OF NEW YORK. 4. THE WALL SHALL BE DESIGNED TO RESIST THE LATERAL FORCES SPECIFIED IN SECTION 1905 OF THE BUILDING CODE OF THE CITY OF NEW YORK. 5. THE WALL SHALL BE DESIGNED TO RESIST THE LATERAL FORCES SPECIFIED IN SECTION 1905 OF THE BUILDING CODE OF THE CITY OF NEW YORK.

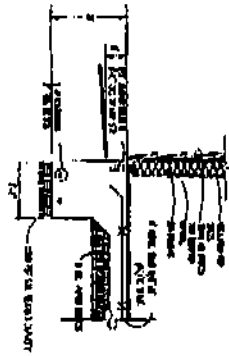


PROJECT NO.	SS
DATE	11-20-44
BY	N.T.S.
CHECKED BY	
APPROVED BY	
SCALE	
DESCRIPTION	
REVISIONS	

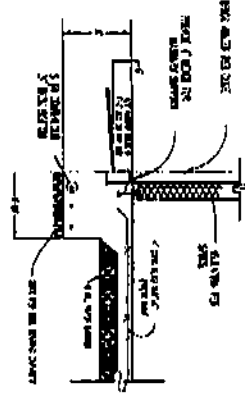
ERIC CHAPIN HOMES
SNAFFINGER MANOR
2 HOUR FIRE - RESISTANCE - RATED WALL.



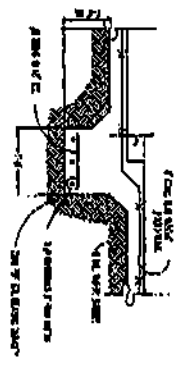
CONSULTING ENTERPRISES, CORP.
1101 10TH AVENUE, NEW YORK 17, N.Y.
INCORPORATED IN NEW YORK



1 TYPICAL SLAB SECTION WITHOUT BRICK VENEER, TYP.
SCALE: NOT TO SCALE



2 TYPICAL SLAB SECTION WITH BRICK VENEER, TYP.
SCALE: NOT TO SCALE



3 STEPPED SLAB SECTION
SCALE: NOT TO SCALE



4 TYPICAL SLAB ON GRADE
SCALE: NOT TO SCALE

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ERIC CHAPIN HOMES
SNAPPINGER MANOR



CONSULTING ENTERPRISES, CORP.
GENERAL CONTRACTORS & ENGINEERS
MEMBER: (703) 841-1111

DETAILS

S6

NO.	DATE	DESCRIPTION
1	12/15/84	ISSUED FOR PERMITS
2	1/15/85	ISSUED FOR CONSTRUCTION
3	2/15/85	ISSUED FOR CONSTRUCTION
4	3/15/85	ISSUED FOR CONSTRUCTION
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98	1/15/93	ISSUED FOR CONSTRUCTION
99	2/15/93	ISSUED FOR CONSTRUCTION
100	3/15/93	ISSUED FOR CONSTRUCTION



IMPORTANT:
PAINTED END OF JOISTS MUST BE POSITIONED AS SHOWN SO THAT HOLES WILL ALIGN.

NOTICIA:
SE PINTARÁ LA PUNTA PINTADA DE LA VIGA COMO CEMENTO PARA QUE LOS AGUJEROS SE ALINEEN EN LA MISMA LINEA.

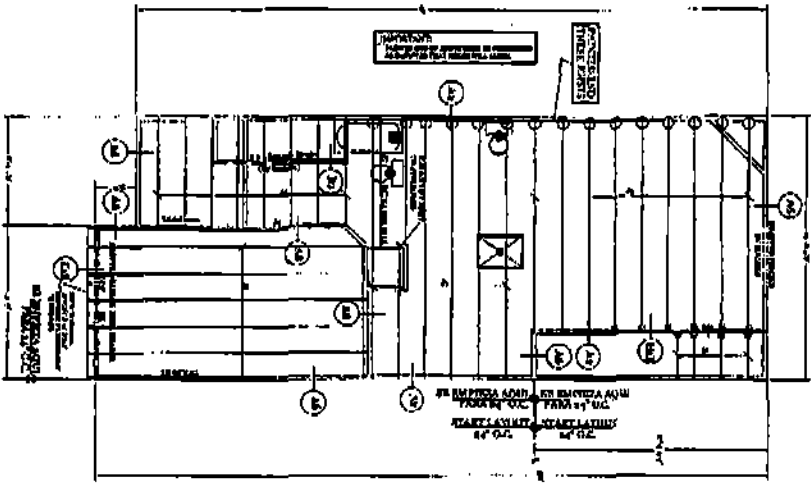
JOIST LABELS COLORED TALES FOR AND FLOOR PACKAGING LAY PUNTA DE LA VIGA PARA EL SERVICIO PISO DON AZUL.

JOIST LABELS COLORED TALES FOR AND FLOOR PACKAGING LAY PUNTA DE LA VIGA PARA EL SERVICIO PISO DON AZUL.

JOIST LABELS	COLORED TALES	FOR AND FLOOR PACKAGING	LAY PUNTA DE LA VIGA PARA EL SERVICIO PISO DON AZUL
1	2	3	4
5	6	7	8
9	10	11	12
13	14	15	16
17	18	19	20
21	22	23	24
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73	74	75	76
77	78	79	80
81	82	83	84
85	86	87	88
89	90	91	92
93	94	95	96
97	98	99	100

TRAVELER WRITE:
XIT BUCKLE UP & ALL
CLIMBERS
SHIRTED BANDS LINGER
BLACK LABELS INK
RIN MATERIAL ONLY

NO CORTE LA PUNTA PINTADA DE LA VIGA! DO NOT CUT PAINTED END OF JOIST!



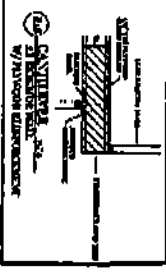
ALL HANDING ARE PACKAGING "H" TRAYING UNLESS OTHERWISE NOTED

WARNING:
SHIRT MUST BE WEAR NOTED TO AVOID INJURING

NOTA:
CAMBIAR POST BORDO DE TRAYCA PARA NO QUINTAR PLUMERIA

NOTE:
INCLUDE SYSTEM ALL DIMENSIONS

NOTE:
MATERIALS TO BE ORDERED W/ 1 BONUS 144 COORDINATE XLS



System Joist/Truss - Lx1 - Plywood

Material - Plywood

Item	Label	Product	Qty	Unit	Notes
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5	2x8	2x8 S-P-F	1	EA	
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31	2x8	2x8 S-P-F	1	EA	
32	2x8	2x8 S-P-F	1	EA	
33	2x8	2x8 S-P-F	1	EA	
34	2x8	2x8 S-P-F	1	EA	
35	2x8	2x8 S-P-F	1	EA	
36	2x8	2x8 S-P-F	1	EA	
37	2x8	2x8 S-P-F	1	EA	
38	2x8	2x8 S-P-F	1	EA	
39	2x8	2x8 S-P-F	1	EA	
40	2x8	2x8 S-P-F	1	EA	
41	2x8	2x8 S-P-F	1	EA	
42	2x8	2x8 S-P-F	1	EA	
43	2x8	2x8 S-P-F	1	EA	
44	2x8	2x8 S-P-F	1	EA	
45	2x8	2x8 S-P-F	1	EA	
46	2x8	2x8 S-P-F	1	EA	
47	2x8	2x8 S-P-F	1	EA	
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49	2x8	2x8 S-P-F	1	EA	
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98	2x8	2x8 S-P-F	1	EA	
99	2x8	2x8 S-P-F	1	EA	
100	2x8	2x8 S-P-F	1	EA	

DESIGN BASED ON ROOF TRUSSES
DISEÑAR BASES PARA LAS VIGAS DEL CIELO

WARNING:
SHIRT MUST BE WEAR NOTED TO AVOID INJURING

NOTE:
INCLUDE SYSTEM ALL DIMENSIONS

NOTE:
MATERIALS TO BE ORDERED W/ 1 BONUS 144 COORDINATE XLS

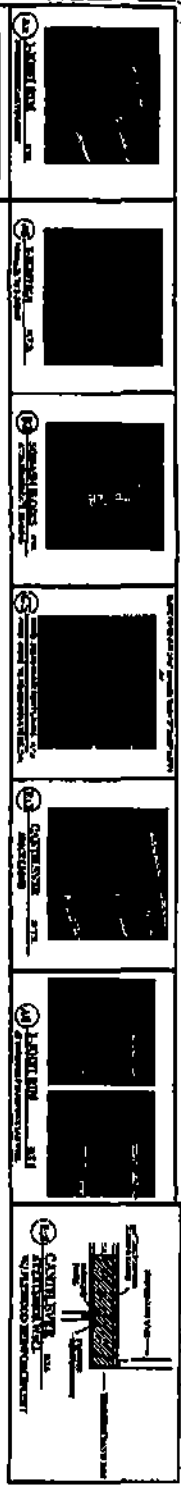
DESIGN BASED ON ROOF TRUSSES
DISEÑAR BASES PARA LAS VIGAS DEL CIELO



INTERNATIONAL BROWN BROS. CO. (170) 48 0000

Rojo Chain Homes
Carterville

1 OF 1



FRAMER NOTE:
 *TIE IN ALL JOISTS TO ALL STUDS
 *USE 2x4 STUDS
 *USE 1/2" X 4" LAG BOLTS
 *USE 1/2" X 4" LAG BOLTS
 *USE 1/2" X 4" LAG BOLTS
 *USE 1/2" X 4" LAG BOLTS

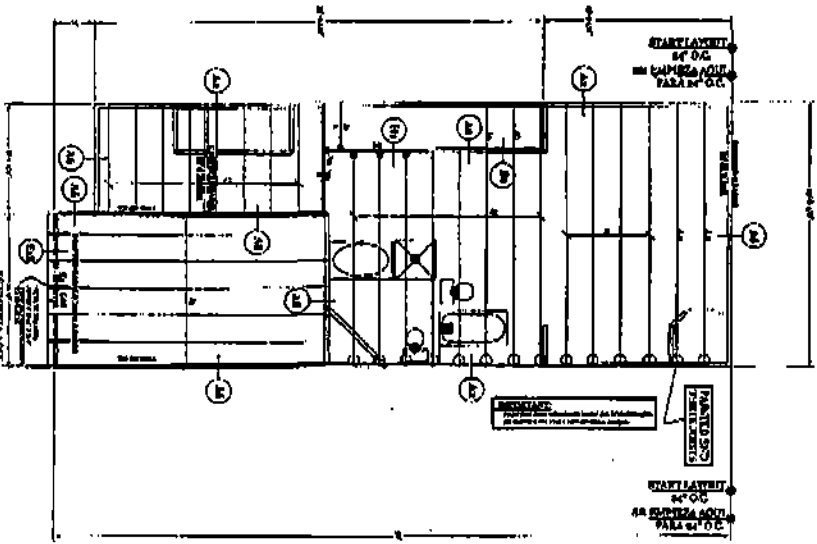
IMPORTANT:
 PAINTED END OF JOISTS MUST BE PROTECTED AS SHOWN SO THAT NAILS WILL SINK.

NOTICIA:
 SE MUESTRA LA PUNTA PINTADA DE LA VIGA CORRESPONDIENTE PARA LOS ACUERDOS ESTABLECIDOS EN LA ESPECIFICACION.

ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED

JOIST LABELS COLOR-CODED TO MATCH FOR EACH FLOOR PACKAGE LAS PUNTERAS DE LOS FERRIS SE IDENTIFICAN POR SU COLOR.

NO CORTE LA PUNTA PINTADA DE LA VIGA! DO NOT CUT PAINTED END OF JOIST!



RETRACTABLE
 1/2" DIA. LAG BOLT
 1/2" DIA. LAG BOLT

WALKING SURFACE
 SHIRT JOISTS WHEN NOTED TO AVOID HINDERING

NOTE: ALL JOIST CUTS TO BE MADE BY A QUALIFIED CARPENTER

NOTE: ALL JOIST CUTS TO BE MADE BY A QUALIFIED CARPENTER

NOTE: ALL JOIST CUTS TO BE MADE BY A QUALIFIED CARPENTER

Member	Length	Area	Volume	Weight
2x4	12.00	10.75	129.00	107.50
2x6	12.00	17.25	207.00	172.50
2x8	12.00	22.75	273.00	227.50
2x10	12.00	29.25	351.00	292.50
2x12	12.00	36.75	441.00	367.50
4x4	12.00	14.71	176.52	147.10
4x6	12.00	21.21	254.52	212.10
4x8	12.00	28.71	344.52	287.10
4x10	12.00	36.21	434.52	362.10
4x12	12.00	43.71	524.52	437.10
6x6	12.00	54.00	648.00	540.00
6x8	12.00	72.00	864.00	720.00
6x10	12.00	90.00	1080.00	900.00
6x12	12.00	108.00	1296.00	1080.00
8x8	12.00	64.00	768.00	640.00
8x10	12.00	80.00	960.00	800.00
8x12	12.00	96.00	1152.00	960.00
10x10	12.00	100.00	1200.00	1000.00
10x12	12.00	120.00	1440.00	1200.00
12x12	12.00	144.00	1728.00	1440.00

DESIGN BASED ON ROOF TRUSSES
 DISEÑAR BASE PARALAS VIGAS DEL CIELO



JOIST LABELS COLOR-CODED TO MATCH FOR EACH FLOOR PACKAGE LAS PUNTERAS DE LOS FERRIS SE IDENTIFICAN POR SU COLOR.

NOTE: ALL JOIST CUTS TO BE MADE BY A QUALIFIED CARPENTER

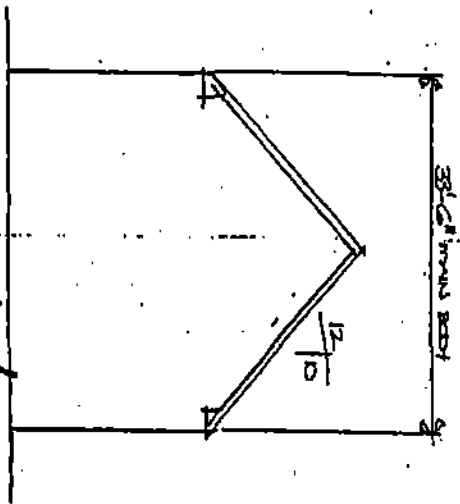
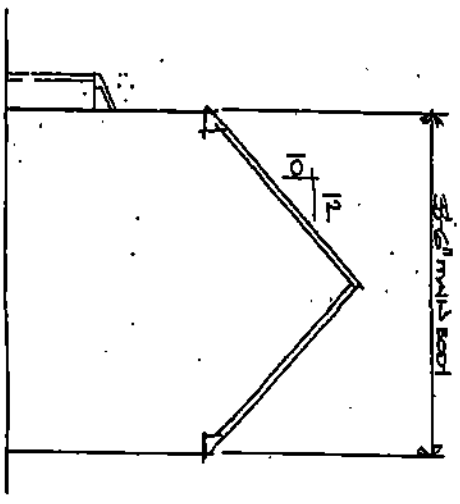
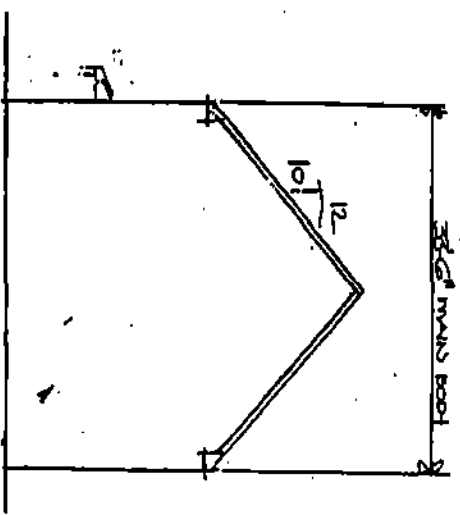
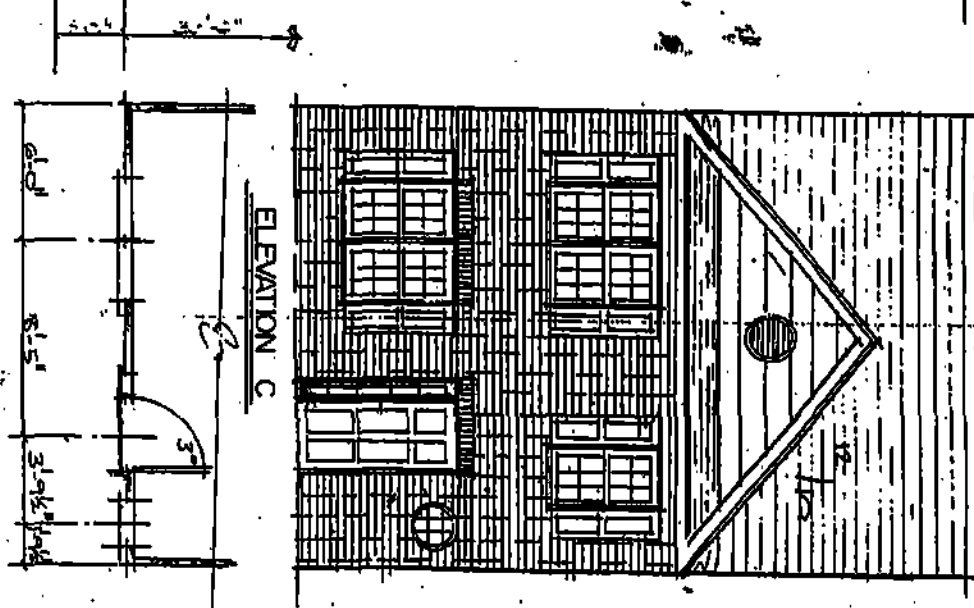
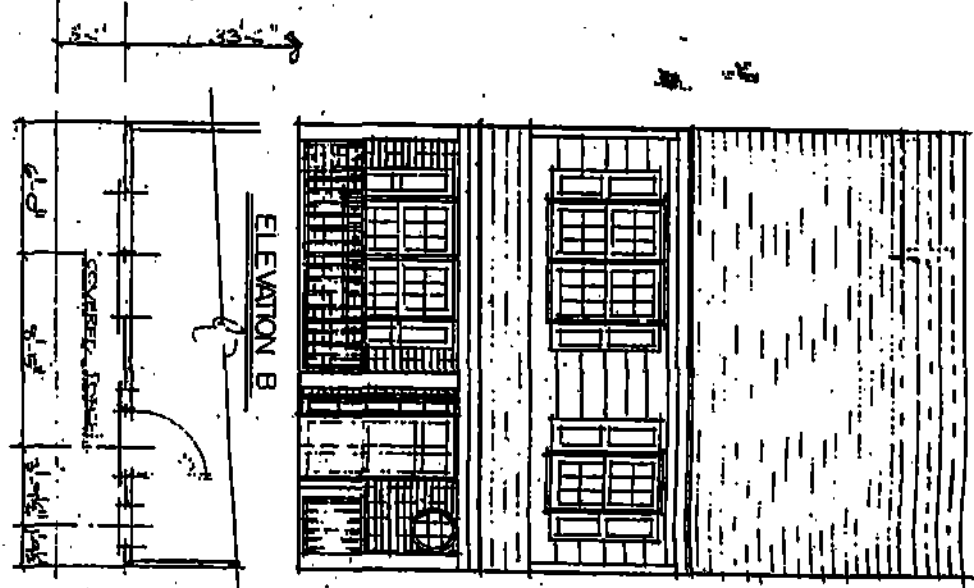
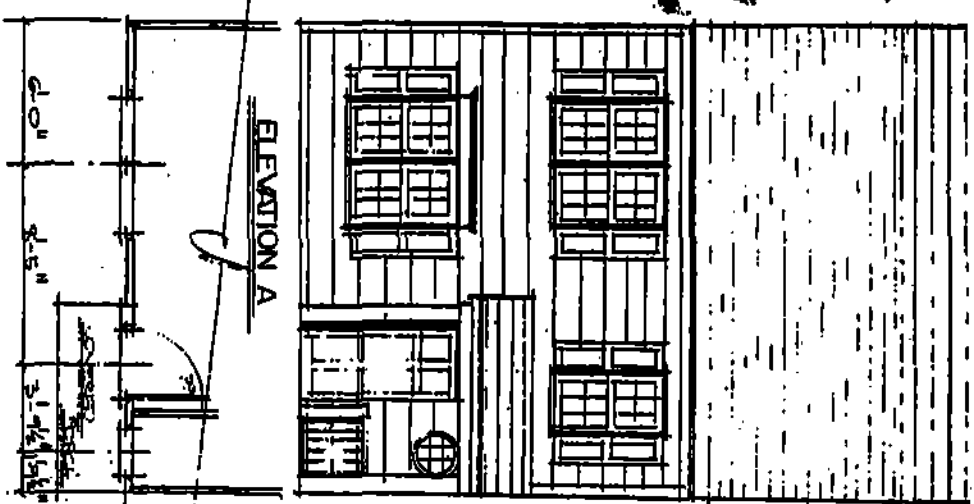


BUILDER: Eric Chaffin Homes
 PROJECT: BROOKHAVEN

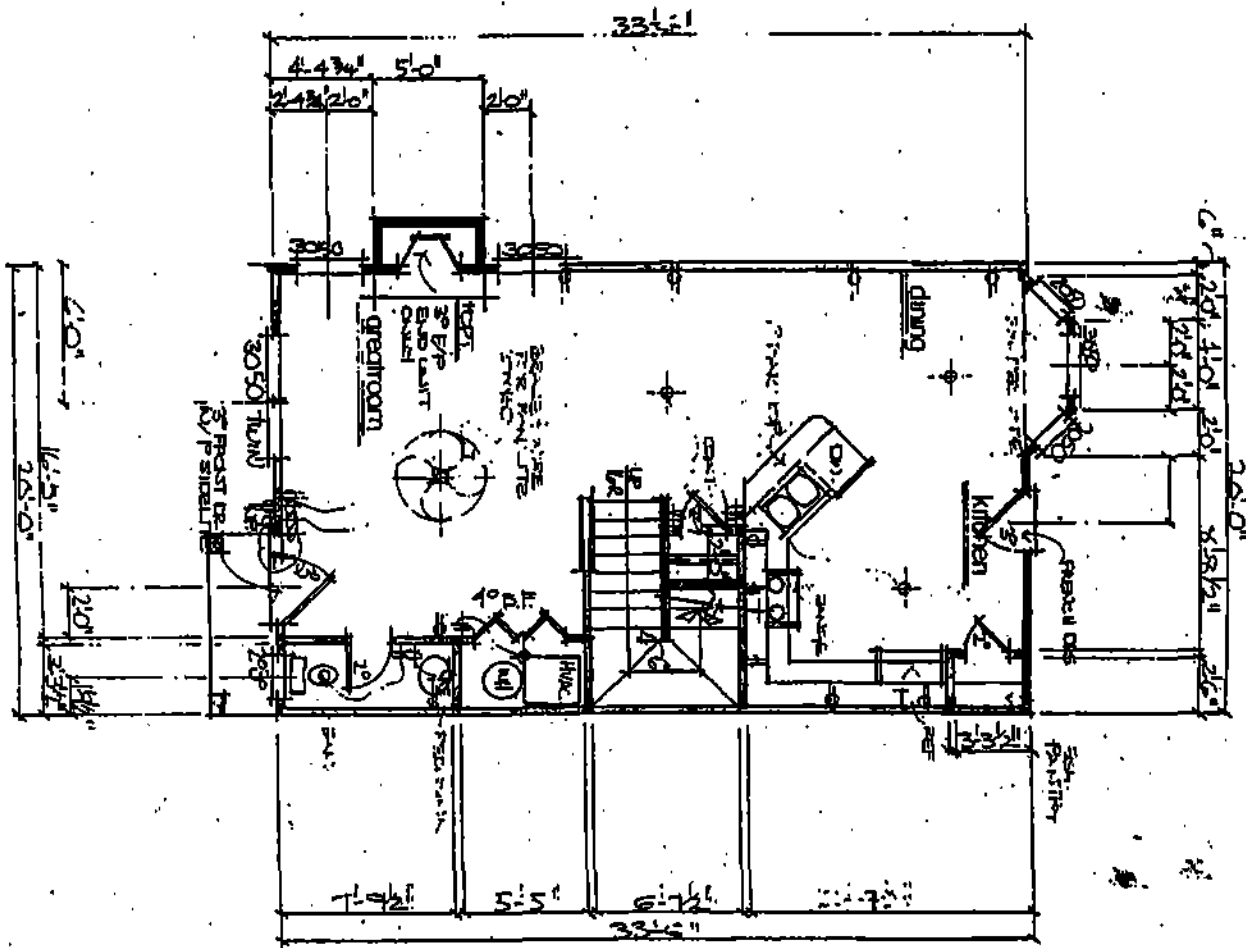
JOIST LABELS COLOR-CODED TO MATCH FOR EACH FLOOR PACKAGE LAS PUNTERAS DE LOS FERRIS SE IDENTIFICAN POR SU COLOR.

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Choice Homes, Inc.
Floor Plans



1184-77



20'-0" UNIT 3-BEDROOM
FIRST FLOOR PLAN

FRANK O. BATTLE
HOME DESIGN, INC.
772-942-8112
www.frankobattle.com

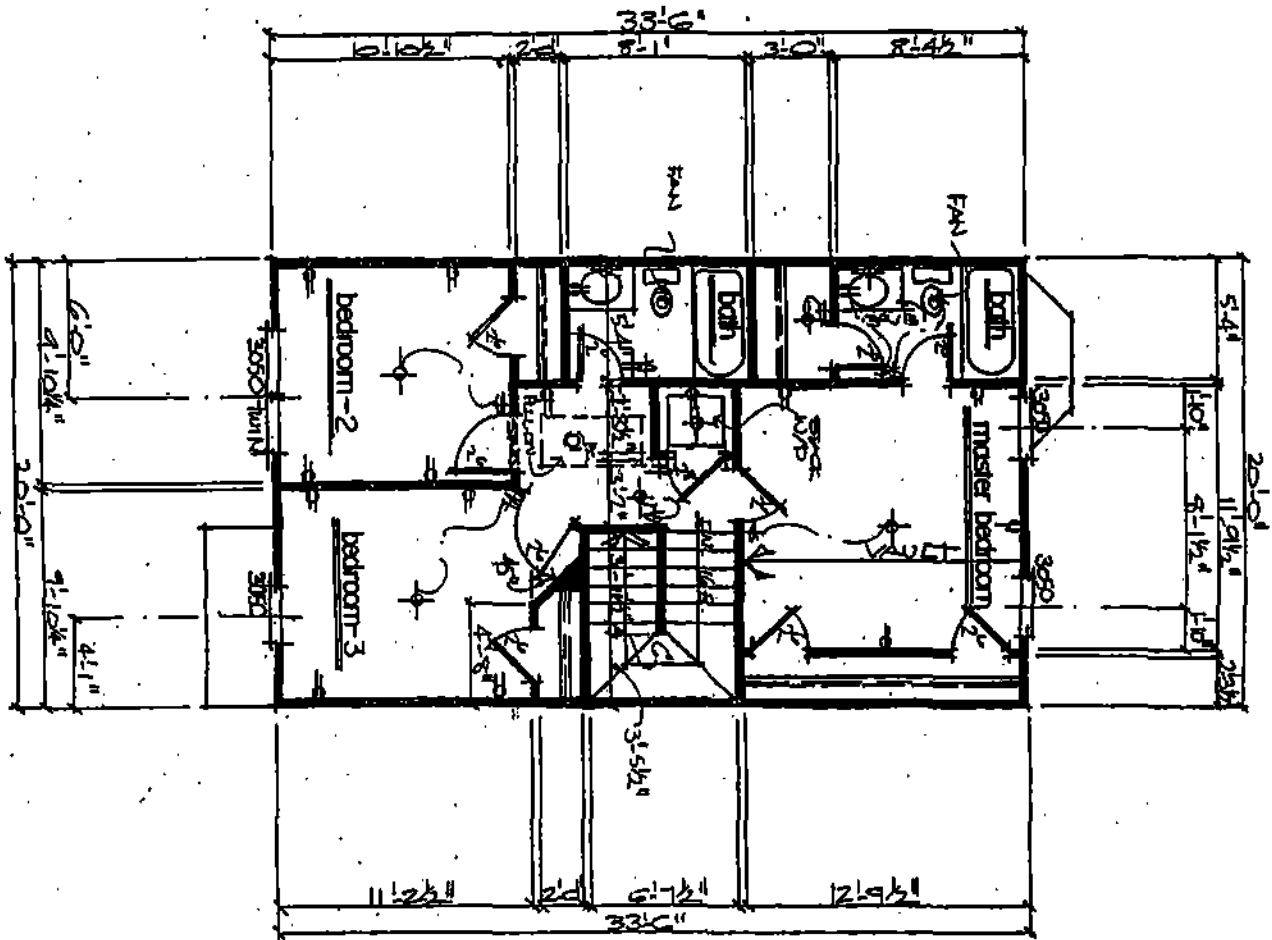
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HOME DESIGN, INC.

DATE:

7-2-02

REVISIONS:

F/O



20'-0" UNIT 3-BEDROOM

SECOND FLOOR PLAN

FRANK O. BATTLE

HOME DESIGN, INC.
170-21-2016 www.frankobattle.com

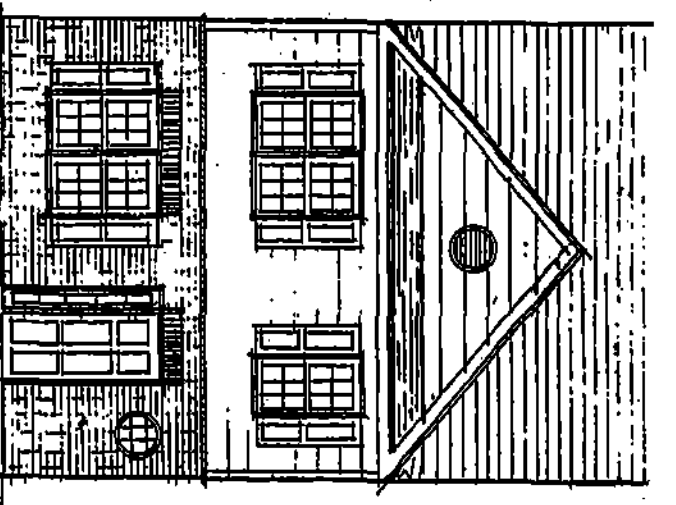
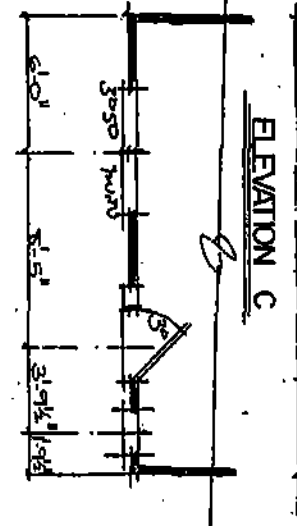
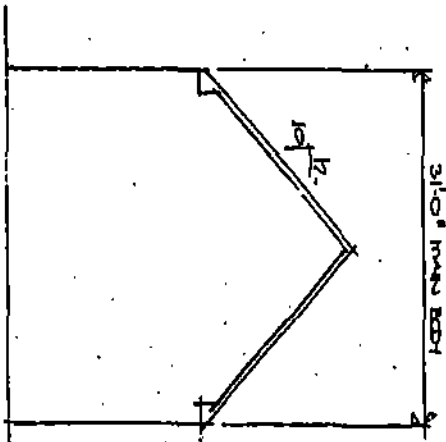
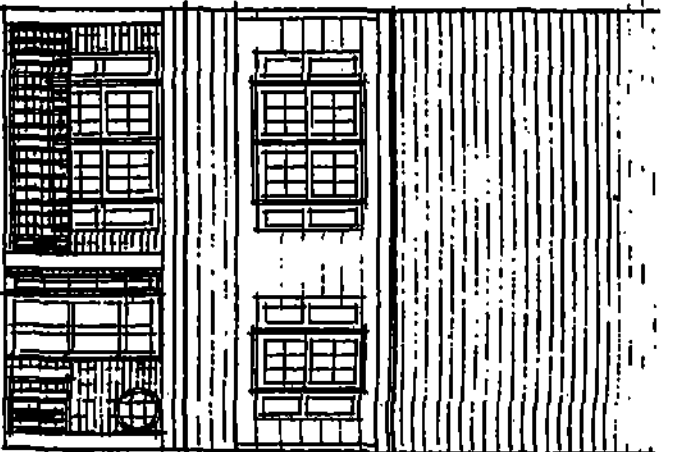
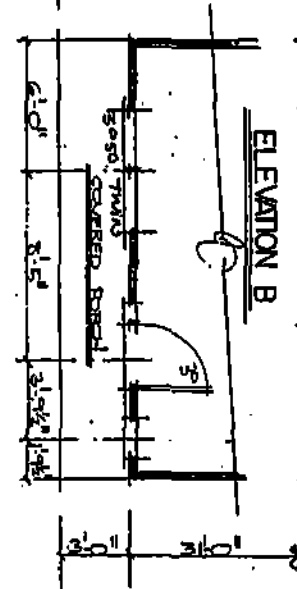
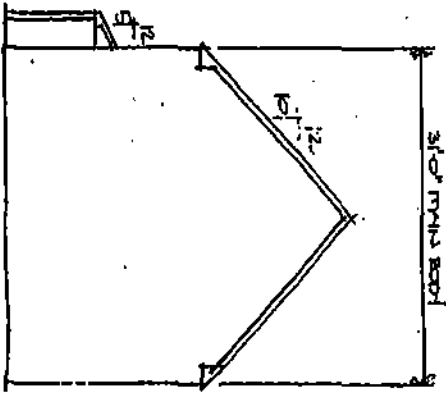
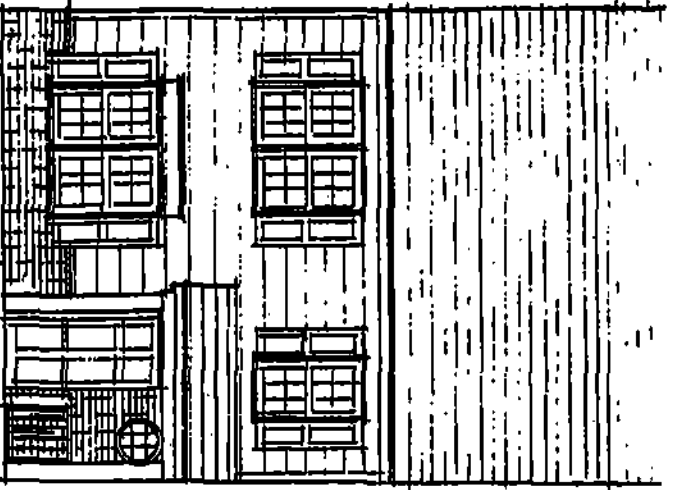
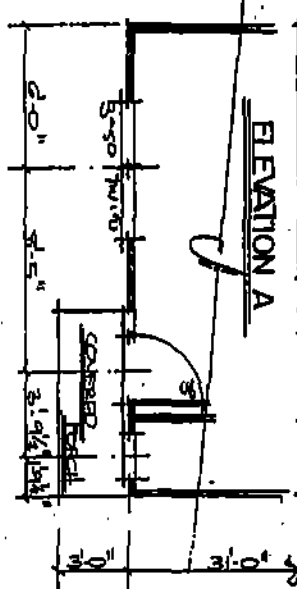
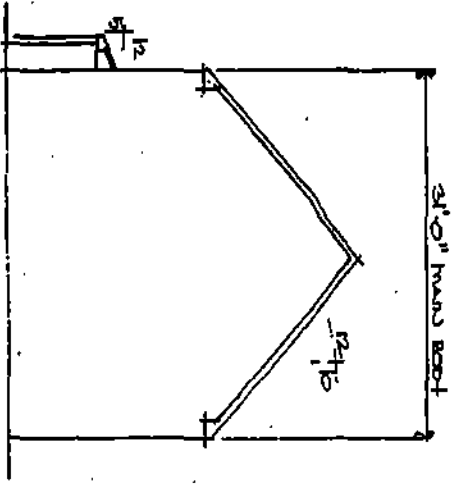
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DATE:

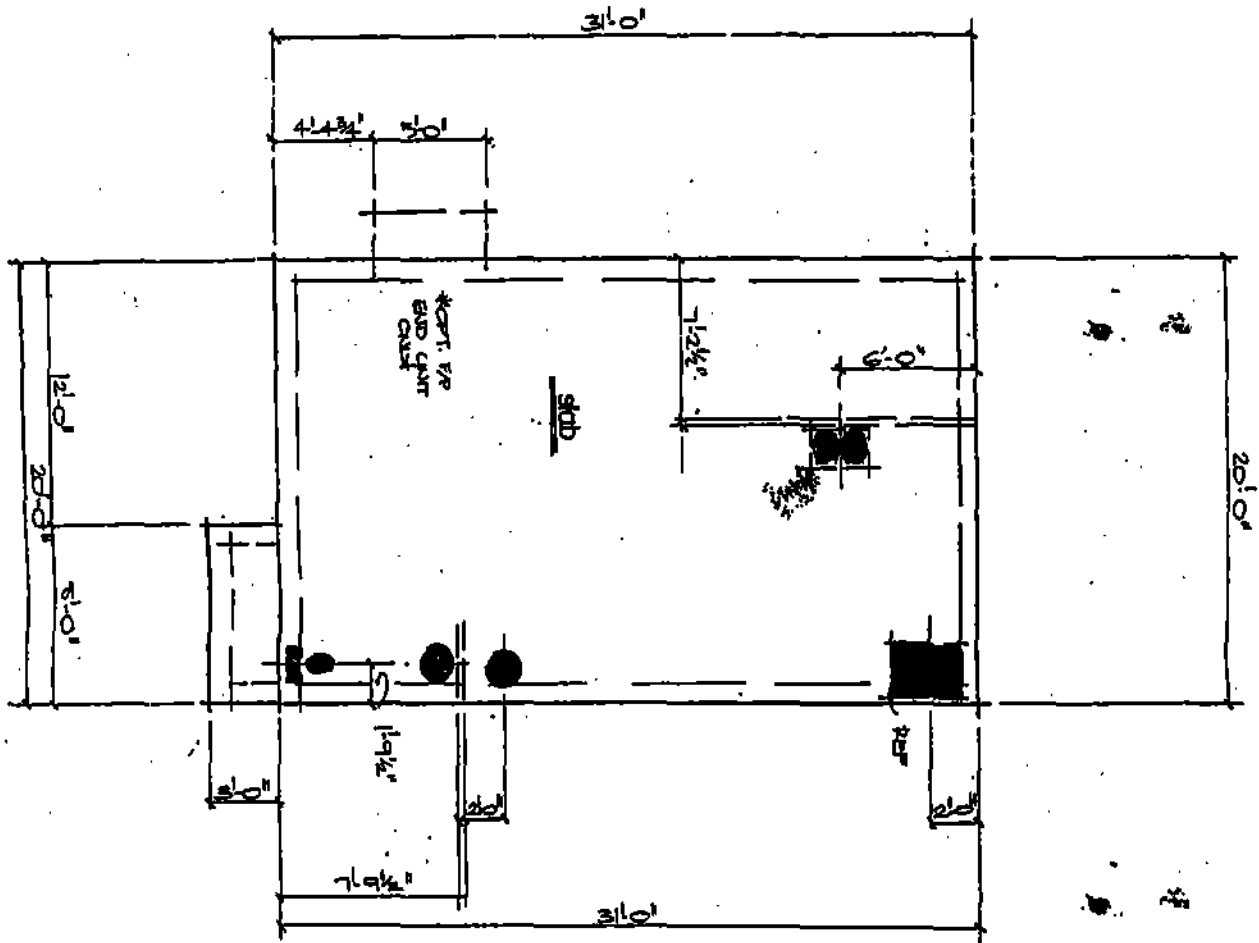
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5-7-02

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1340 #



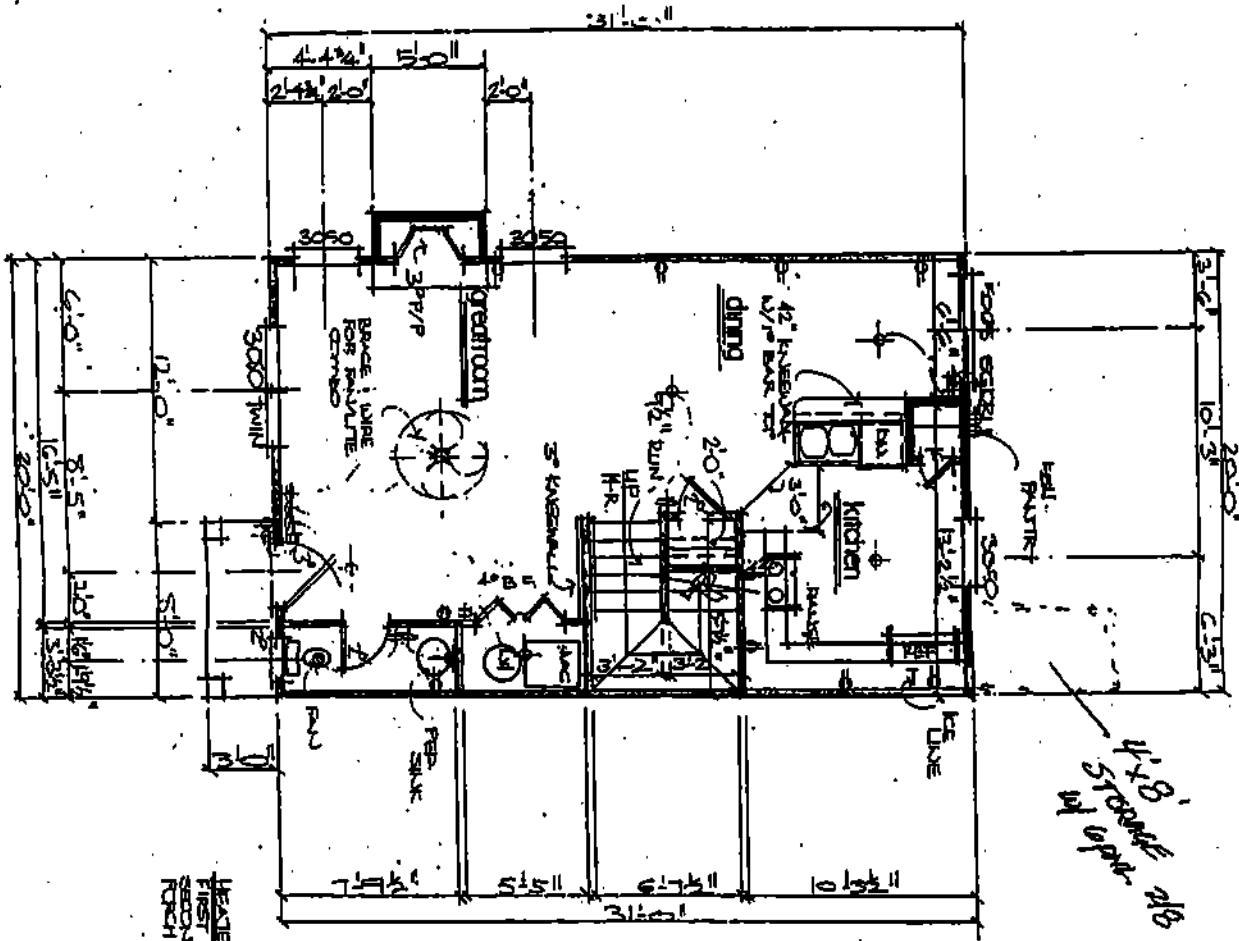
20'-0" UNIT ~ 3-BEDROOM

FRANK O. BATTLE

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BATH :

REVISIONS



HEATED STAIRS
FIRST FLOOR
SECOND FLOOR
RUBEN
24

4'-8"
STAIRS 210
STAIRS UP



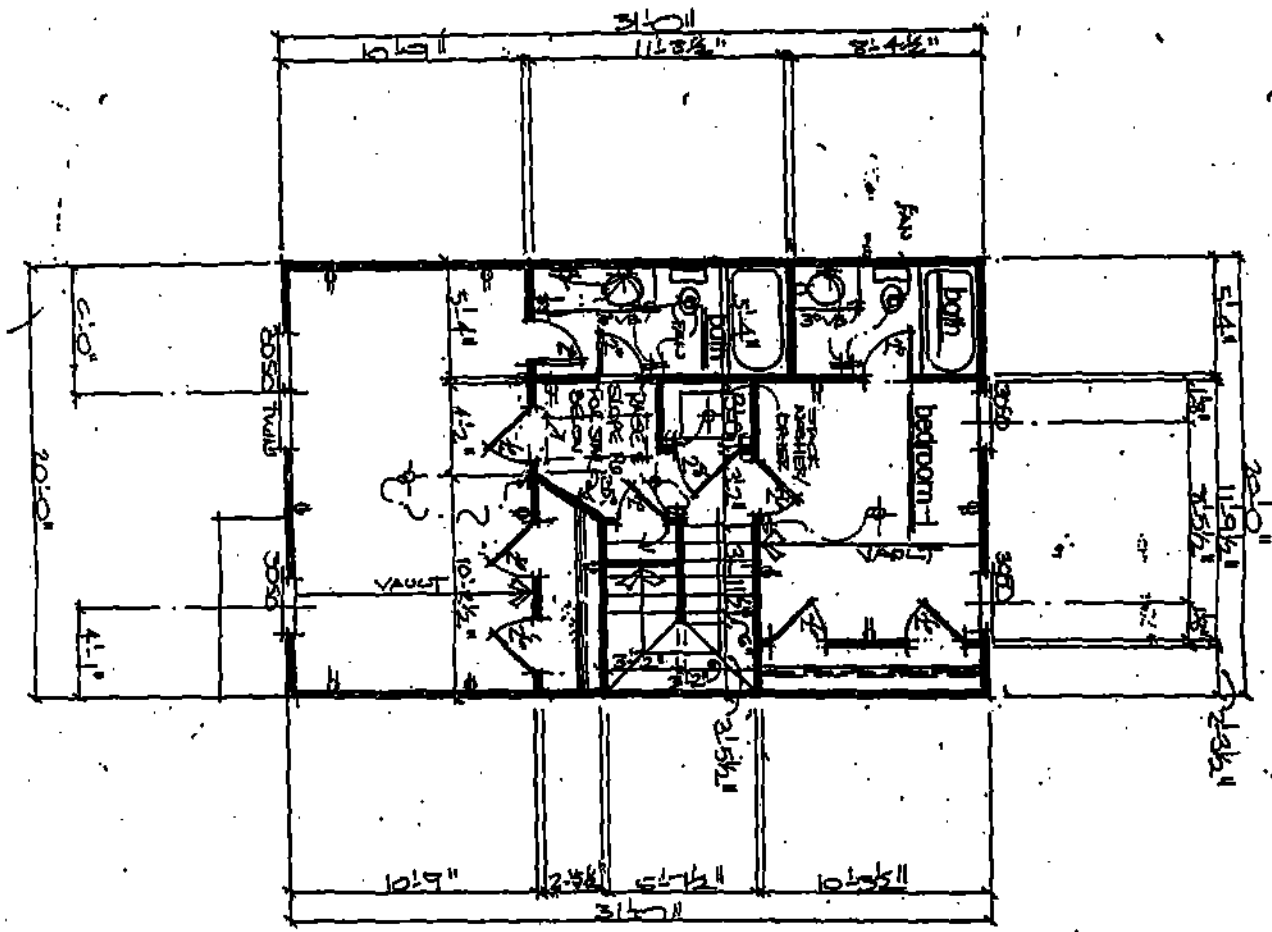
20-116
3-11-02

20'-0" UNIT 3-BEDROOM
FLOOR PLAN NO GARAGE

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770-242-8111
www.fobattle.com

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DATE:	REVISION:
3-6-02	1517CHEN



SECOND FLR. W/2 MASTER SUITS



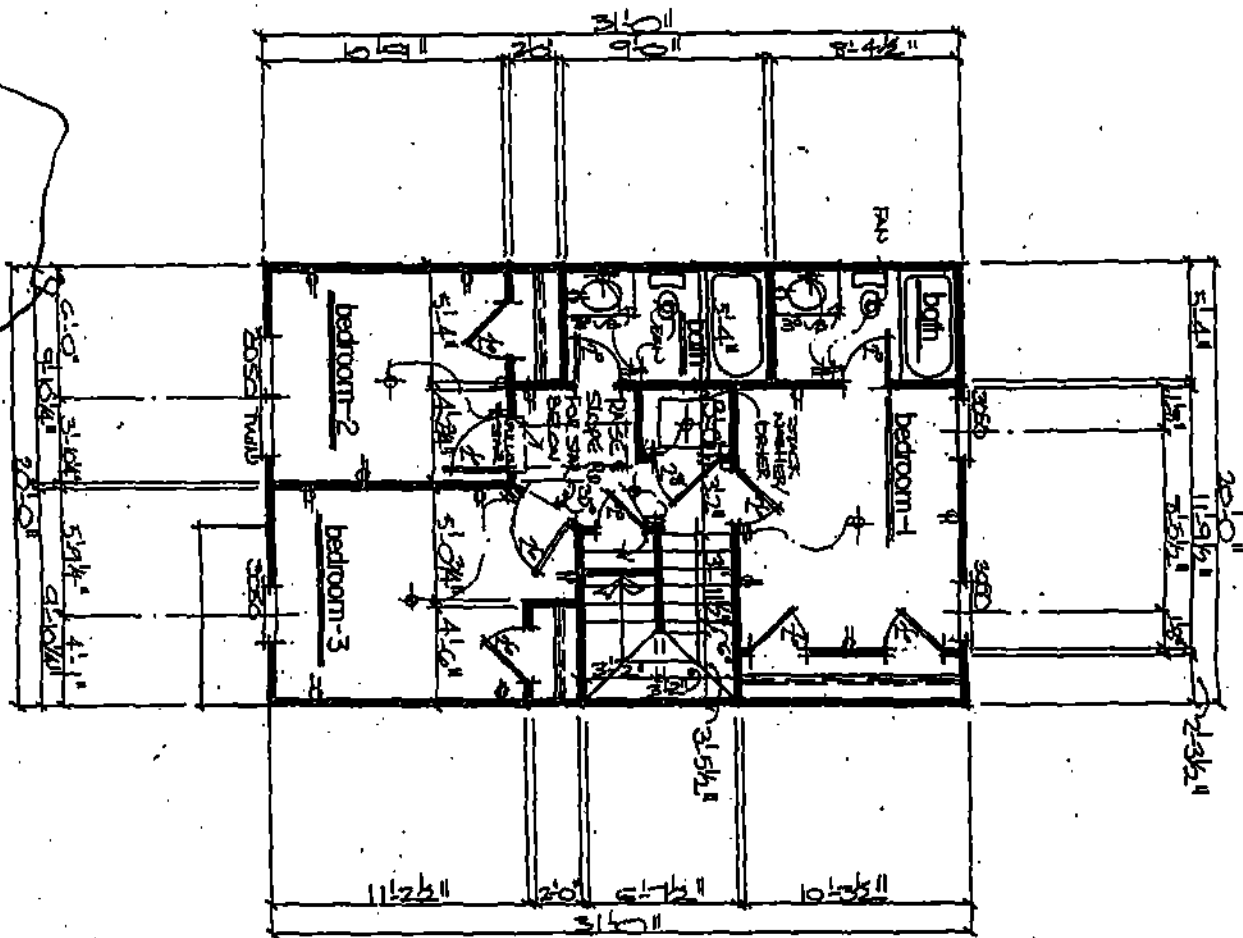
20'-0" UNIT 3-BEDROOM

FRANK O. BATTLE

ALL PLANS AND SPECIFICATIONS TO BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL ORDINANCES.

DATE

NO.



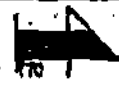
(OPT. 2ND FLR. PLAN)

20'-0" UNIT 3-BEDROOM
SECOND FLOOR NO GARAGE

FRANK O. BATTLE
HOME DESIGN, INC.
17221 2511

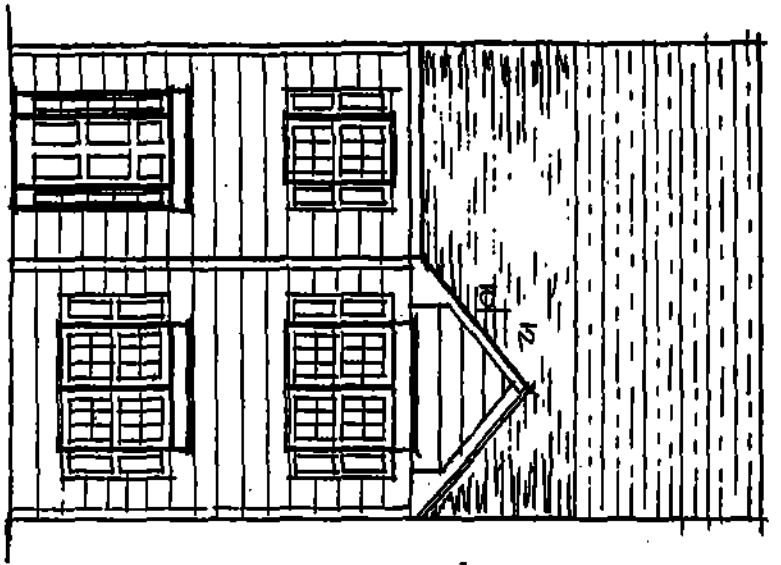
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DATE:	REVISION:

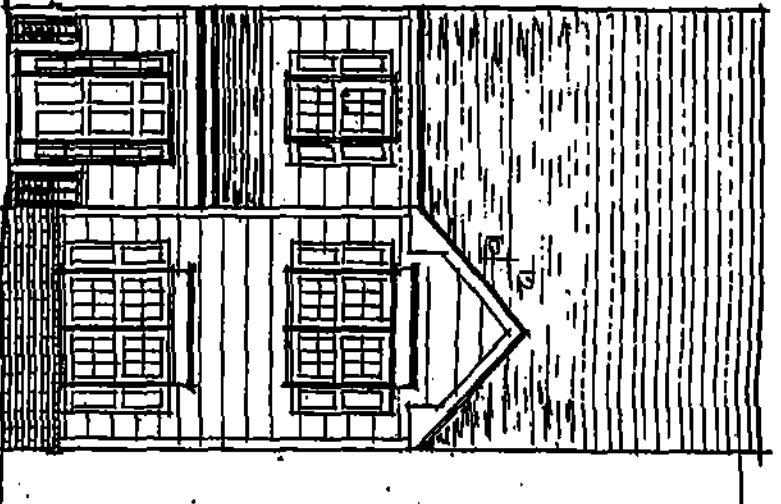


DATE: 3-11-02
DRAWN BY: P. J. JAMES

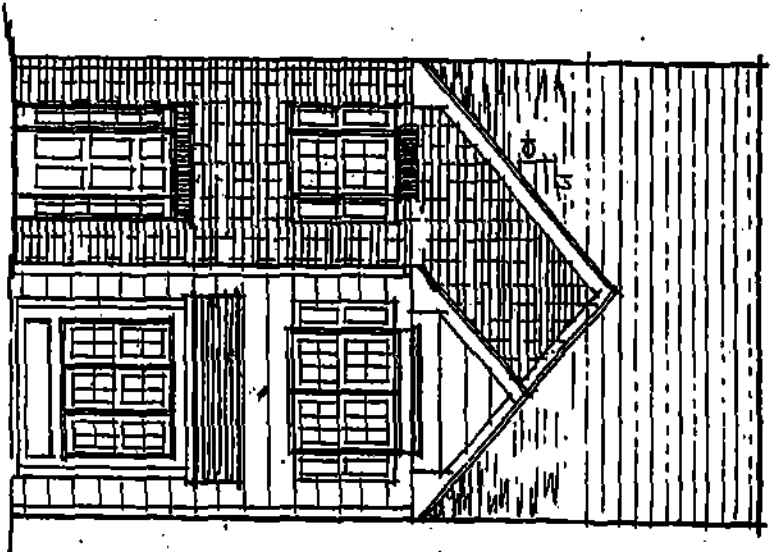
ELEV. 'A'



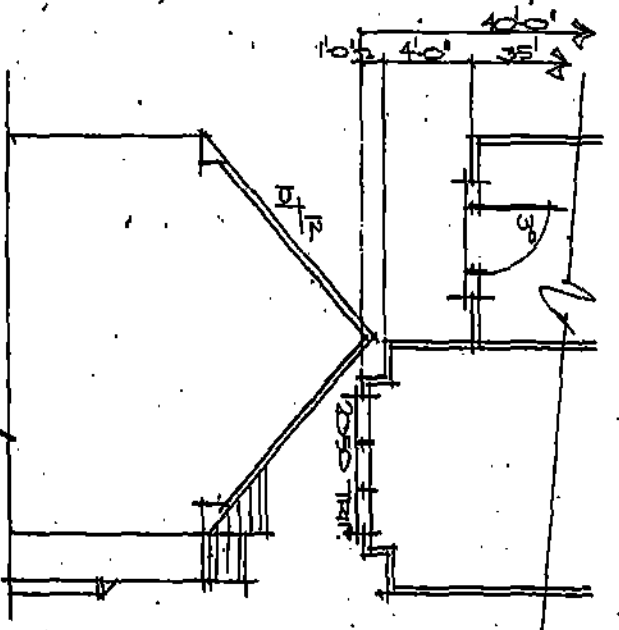
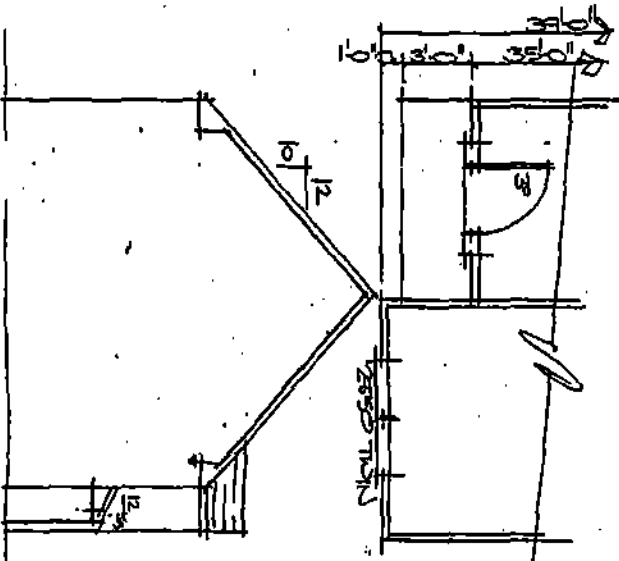
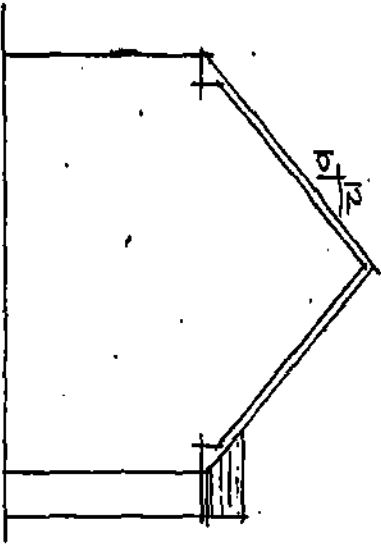
ELEV. 'B'



ELEV. 'C'



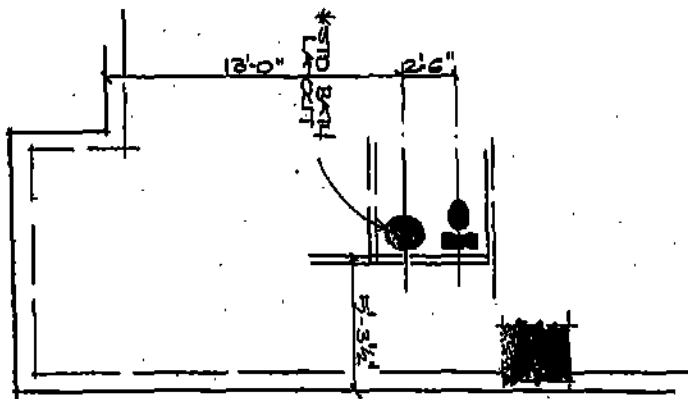
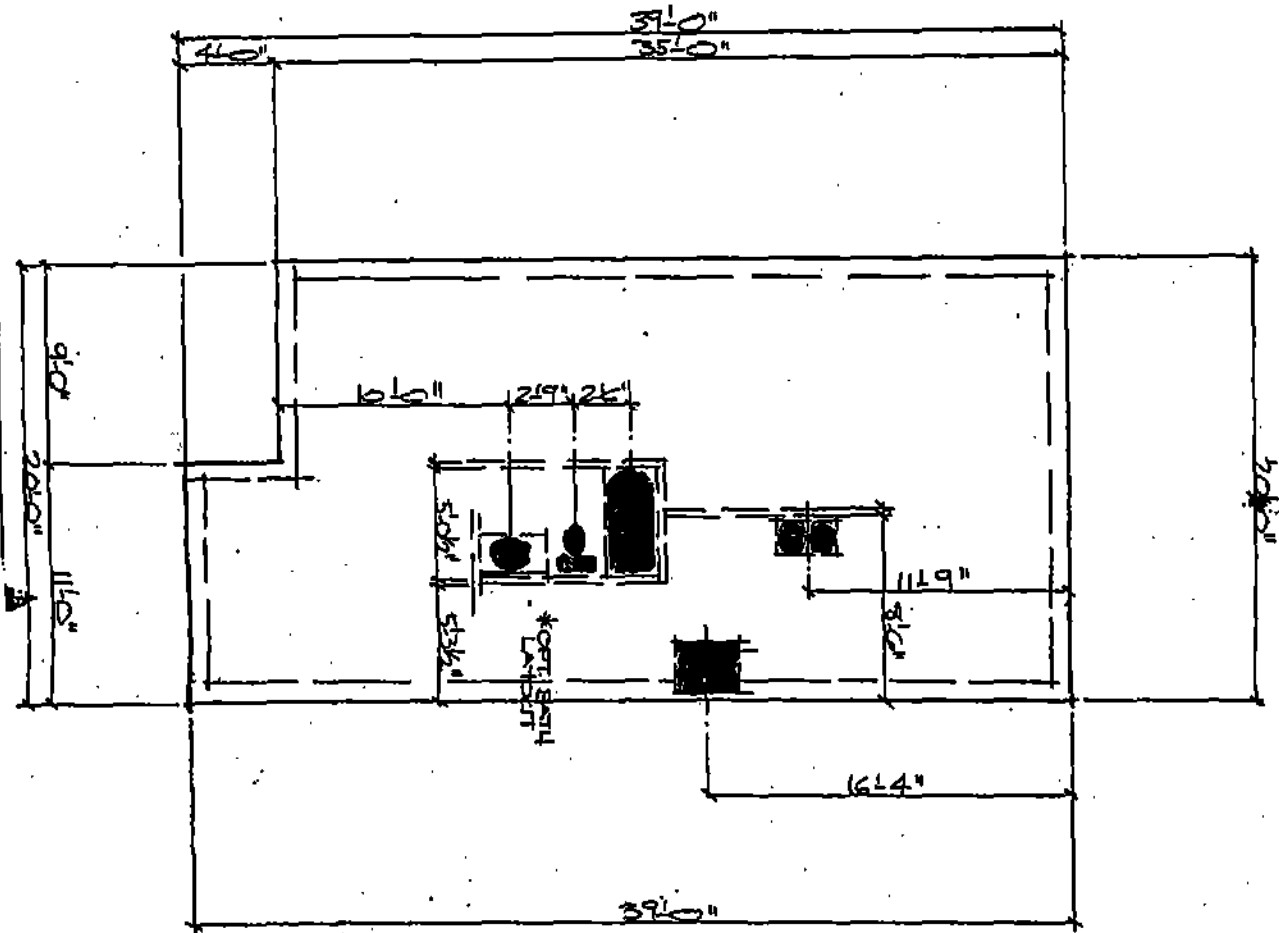
GRADE ELEVATION
5'-0\"/>

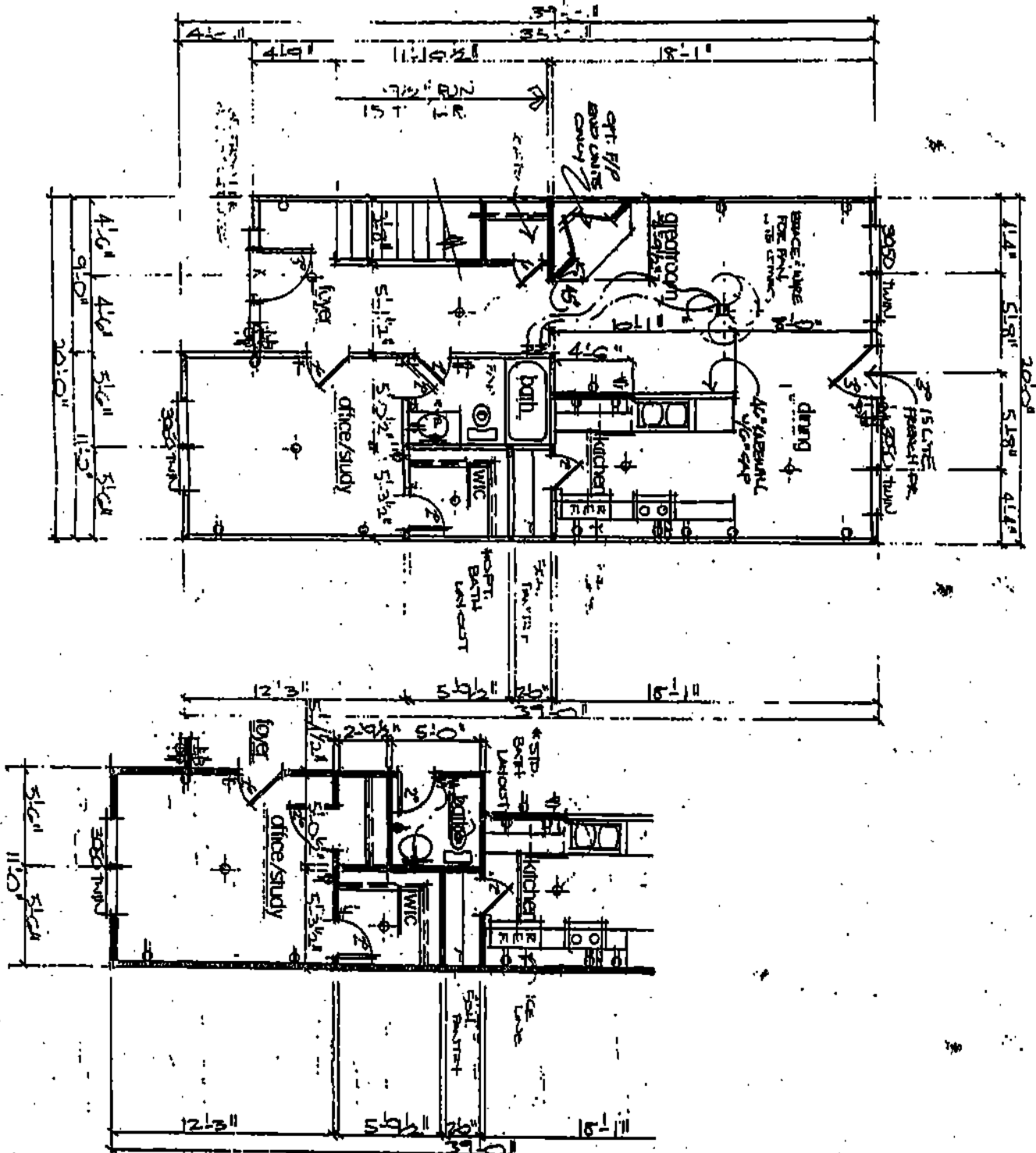


TR. SIDE ELEV.

1488 #

	20'-0" UNIT 3-BED W/OFFICE ELEVATIONS	ALL PLANS HAVE BEEN COPYRIGHTED © BY FRANK O. BATTLE HOME DESIGN, INC. 170-242 2018	DATE: 7-2-02 7-8-02	REVISIONS: ROOF PITCH
	5-1-02 P14/15/16/17	FRANK O. BATTLE HOME DESIGN, INC. 170-242 2018	DATE: 7-2-02 7-8-02	REVISIONS: ROOF PITCH



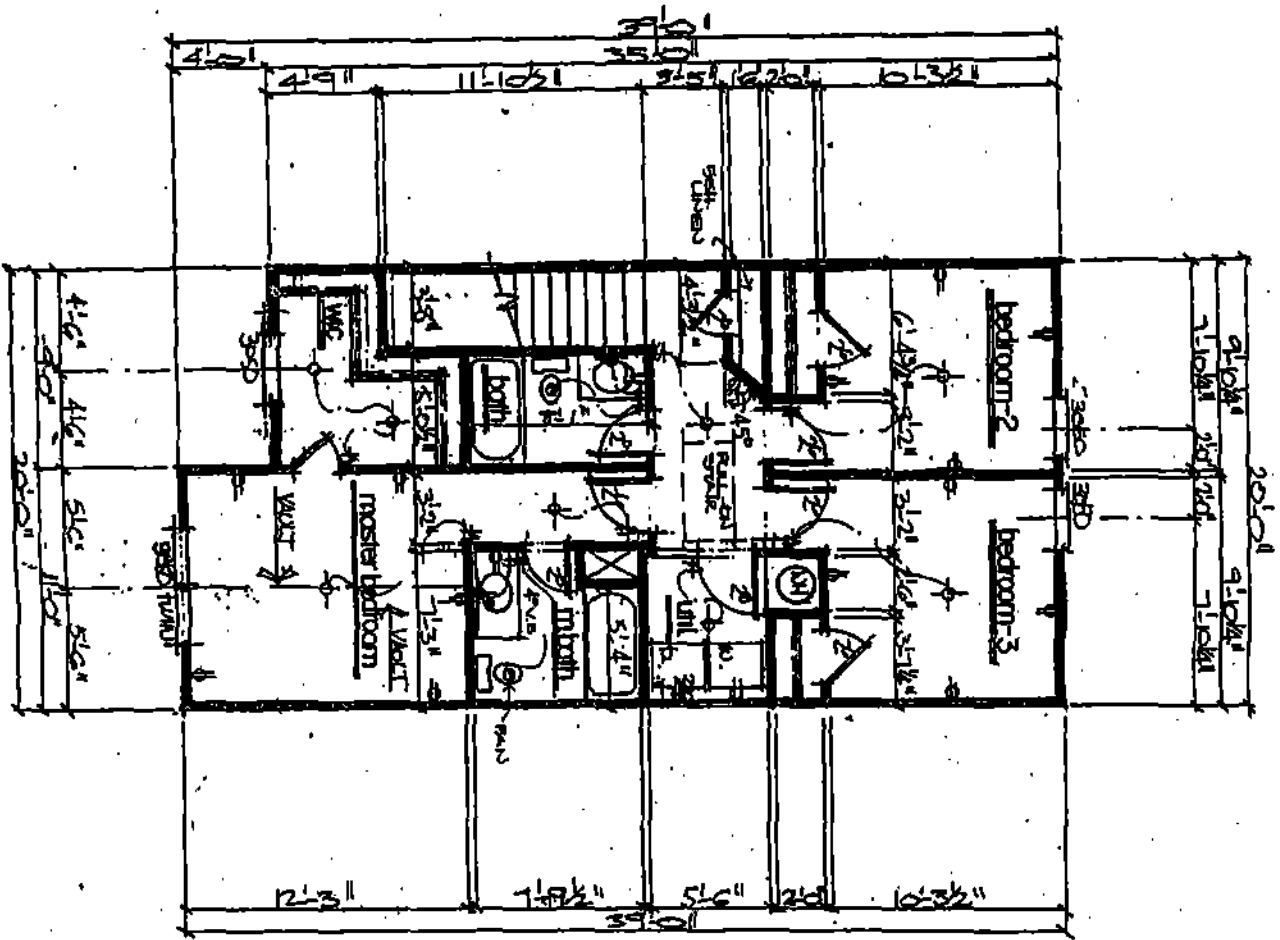


20'-0" UNIT 3-BED W/OFFICE
FIRST FLOOR PLAN

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1770-450-9111

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20'-0" UNIT 3-BED W/OFFICE
SECOND FLOOR PLAN

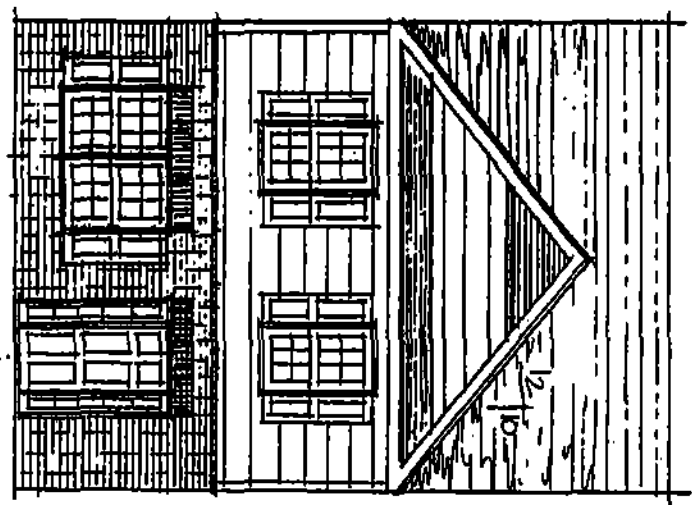
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HOME DESIGN, INC.
DESIGNER

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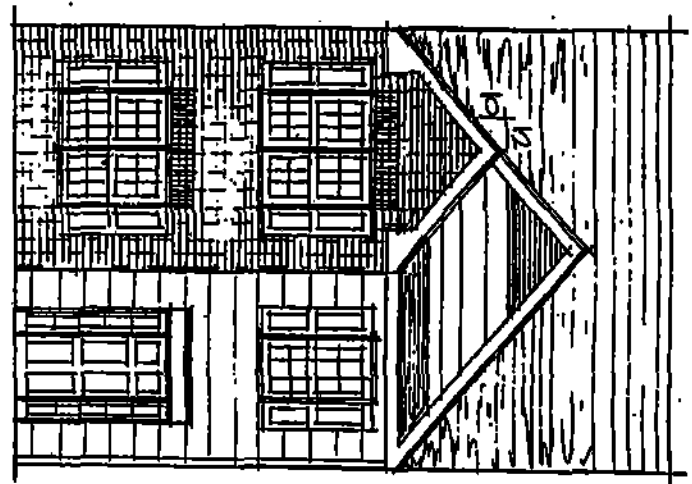
DATE
1-7-02

REV

ELEVATION A



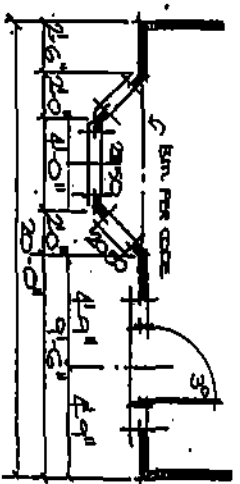
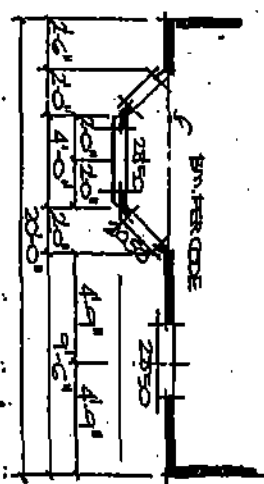
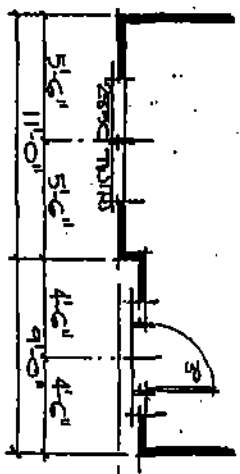
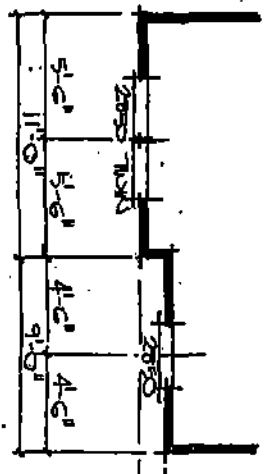
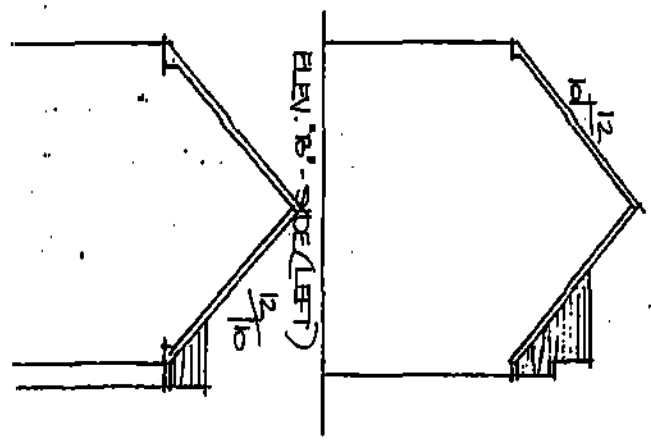
ELEVATION B



ELEVATION C



ELEV. 'B'-SIDE (LEFT)



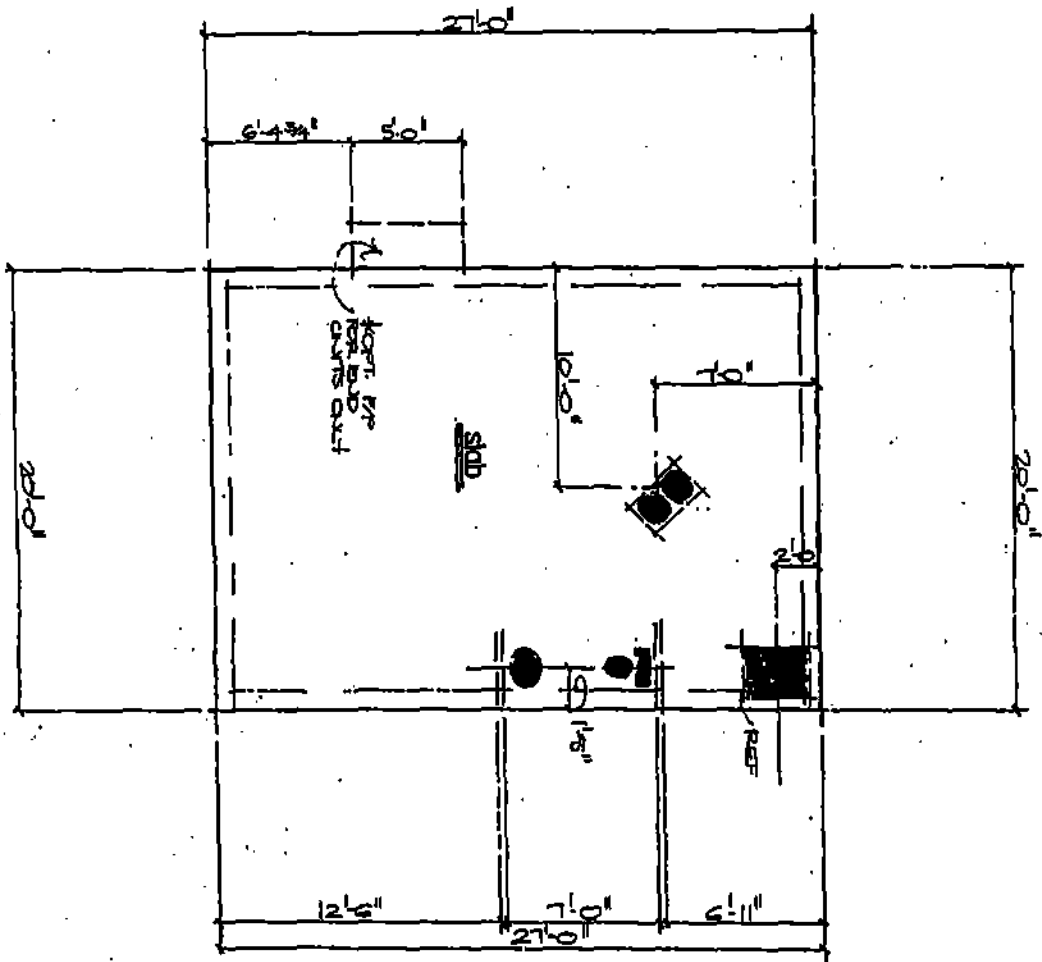
10437

20'-0" UNIT ELEVATIONS
2-BEDROOM NO GARAGE

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DATE	REVISION
7-3-02	ADD FRONT
8-8-02	



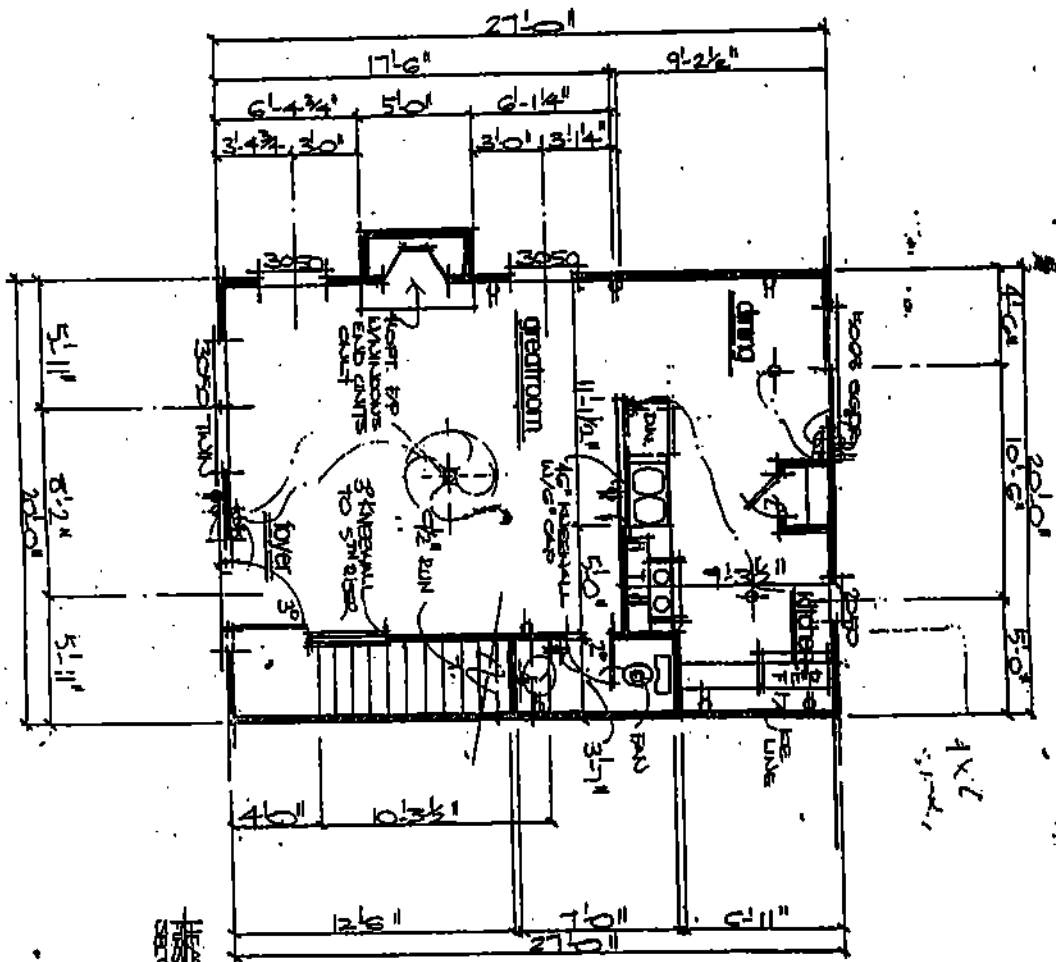
1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
 2. FINISH FLOOR IS 1/2" BELOW GRADE.
 3. FINISH CEILING IS 8'-0" TO GRADE.
 4. FINISH WALLS ARE 5/8" THICK.
 5. FINISH DOORS ARE 2'-0" WIDE.
 6. FINISH WINDOWS ARE 4'-0" WIDE.
 7. FINISH STAIRS ARE 10'-0" WIDE.
 8. FINISH BATH IS 5'-0" WIDE.
 9. FINISH KITCHEN IS 6'-0" WIDE.
 10. FINISH LIVING AREA IS 12'-0" WIDE.
 11. FINISH BEDROOM IS 12'-0" WIDE.
 12. FINISH HALLWAY IS 4'-0" WIDE.
 13. FINISH CLOSET IS 4'-0" WIDE.
 14. FINISH ENTRY IS 4'-0" WIDE.
 15. FINISH PORCH IS 4'-0" WIDE.
 16. FINISH GARAGE IS 12'-0" WIDE.
 17. FINISH DRIVEWAY IS 12'-0" WIDE.
 18. FINISH SIDEWALK IS 4'-0" WIDE.
 19. FINISH DRIVEWAY IS 12'-0" WIDE.
 20. FINISH DRIVEWAY IS 12'-0" WIDE.

20'-0" UNIT SLAB PLAN
 2 BEDROOM NO GARAGE

FRANK O. BATTLE
 SUPPORTS CREATIVE HOME DESIGN

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 FRANK O. BATTLE &
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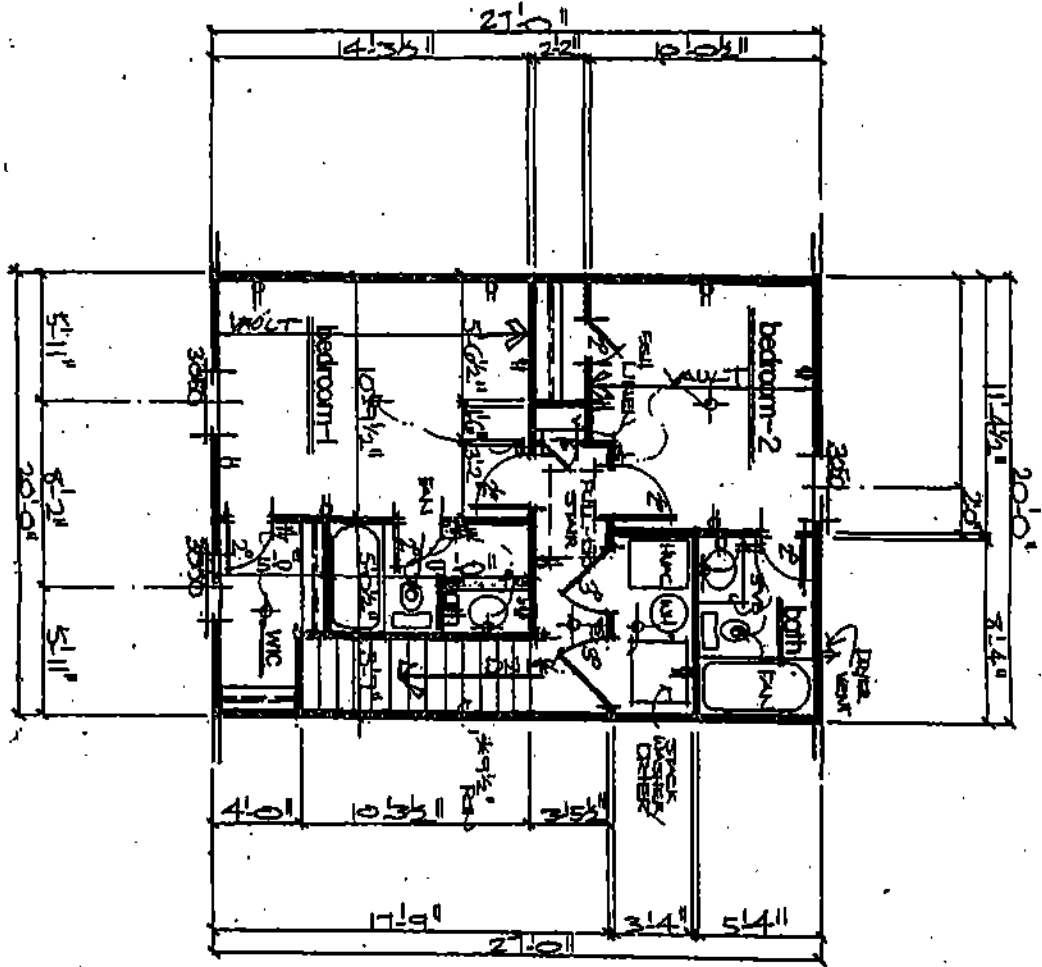
DATE: 1-1-02
 REVISION:



Handwritten notes in the upper right corner: 2×4 studs, 2×4 studs, and 4×8 studs.

1. APPROVED FOR THE
FIRST FLOOR
SECOND FLOOR 1043

1. ALL WORK SHALL BE ACCORDING TO THE SPECIFICATIONS AND PERMITS.
2. ALL WORK SHALL BE ACCORDING TO THE SPECIFICATIONS AND PERMITS.
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20'-0" UNIT SECOND FLOOR
2 BEDROOM NO GARAGE

FRANK O. BATTLE
A SOCIETY OF ARCHITECTS

ALL PLANS HAVE BEEN
COPYRIGHTED © BY
FRANK O. BATTLE &

DATE: 1-1-02
REVISIONS:

SECTION 2

DECLARATION AND BYLAWS

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2003-0006183



Linda Carter
Clerk of Superior Court DeKalb Cty. Ga.
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DECLARATION OF CONDOMINIUM

FOR

SNAPFINGER MANOR

DEKALB COUNTY, GEORGIA

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DECLARATION OF CONDOMINIUM
FOR
SNAPPINGER MANOR
DEKALB COUNTY, GEORGIA

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**DECLARATION OF CONDOMINIUM
FOR
SNAPPINGER MANOR
DEKALB COUNTY, GEORGIA**

THIS DECLARATION OF CONDOMINIUM is made on this 1st day of November 2002, by BENCHMARK/SNAPPINGER, LLC, a Georgia limited liability company (hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS, the Declarant owns all of that certain real property located in Land Lots 97 and 128 of the 15th District, and Land Lot 9 of the 16th District, of DeKalb County, Georgia, which real property is more particularly described on Exhibit "A", hereto attached and made a part hereof (the "Property"); and

WHEREAS, the Declarant intends to develop the Property and that certain tract or parcel of land which is adjacent to the Property and more particularly described in Exhibit "B" attached hereto and made a part hereof ("Additional Property") in phases for residential purposes by the construction thereon of single family condominium units utilizing a townhome format ("Units" or "Condominiums"); and

WHEREAS, the Declarant, at this time, desires to submit the Property, including the improvements thereon, if any, to the condominium form of ownership pursuant to the Georgia Condominium Act (O.C.G.A. §43-3-70 et seq.); and

WHEREAS, the Declarant desires to provide open spaces, lighting fixtures, private streets and walkways, gated access entry system, green belts and other facilities for the benefit of the persons who shall reside in the aforesaid Units; and

WHEREAS, in order to insure the enjoyment of such open spaces, recreational facilities, parks, green belts and other facilities by the residents of the said Units and Property, and in order to protect and enhance the value of the said Units, it is desirable to create an association to own, maintain and administer such open spaces, recreational facilities, private streets, parks, green belts and other facilities, and to administer and enforce the covenants and restrictions imposed by this Declaration on the said Units and Property, and to collect, hold and disburse the charges and assessments provided for in this Declaration; and

WHEREAS, it is intended that every owner of a Unit shall automatically, and by reason of such ownership and this Declaration, shall become a member of the aforesaid Association and be subject to its valid rules and regulations and the assessments and charges made by such Association;

NOW, THEREFORE, the Declarant does hereby submit the Property, including any and all improvements located thereon to the provisions of the Georgia Condominium Act, OCGA §43-3-70 et seq., and to the provisions of this Declaration. By virtue of the recording of this Declaration, said Property shall be held, sold, transferred, conveyed, used, occupied and mortgaged or otherwise encumbered subject to provisions of the Georgia Condominium Act and the covenants, conditions, restrictions, easements, assessments and liens set forth in this Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with the title to the Property and shall be binding on all persons having any right, title or interest in all or any portion of the Property subject to this Declaration, their respective heirs, legal representatives, successors, successors-in-title and assigns, and shall be for the benefit of all owners of the Property subject to this Declaration.

ARTICLE I

NAME

The name of the Condominium is Snapfinger Manor Condominium (hereinafter called "Snapfinger Manor" or the "Condominium," as further defined herein), which Condominium is hereby submitted by Declarant to the Georgia Condominium Act, O.C.G.A. §44-3-70, et. seq. (Michie 1982), as the same may be amended.

ARTICLE II

DEFINITIONS

As used in this Declaration, the Bylaws and the Articles of Incorporation of the Association, the terms below shall have the meanings ascribed to them in this Article II, such definitions being cumulative of those set forth elsewhere in this Declaration. In addition, all terms used in this Declaration which are defined in the Act shall have the meanings ascribed to them in the Act, unless other definitions are set forth for the same in this Declaration.

- (a) "Act" shall mean the Georgia Condominium Act, O.C.G.A. §43-3-70 et seq.
- (b) "Additional Property" shall mean the property described in Exhibit "B" attached hereto and incorporated herein which may be submitted to the Condominium as provided in this Declaration.
- (c) "Annual Assessment" shall have the meaning specified in Section 4 of Article VI hereof, and shall constitute the assessments which, pursuant to the provisions of Article VI hereof, shall be levied by the Association against the Units each year for the purpose of raising the funds necessary to pay the "Annual Expenses" (as that term is defined in Section 3 of Article VI hereof).
- (d) "Architectural Control Committee" or "ACC" shall mean the committee established to exercise the architectural review powers set forth in this Declaration.
- (e) "Architectural Plans" shall mean those preliminary plans and designs of Units

which are proposed to be built at the Condominium as said Plans are more particularly shown on Exhibit "C" attached hereto and incorporated herein by reference, as the same may be amended from time to time.

- (f) "Area of Common Responsibility" shall mean and refer to the Common Elements, together with those areas, if any, which by the terms of this Declaration or by contract or agreement with any other person or entity become the responsibility of the Association.
- (g) "Articles" or "Articles of Incorporation" shall mean the Articles of Incorporation of the Association, as the same may be amended from time to time.
- (h) "Association" shall mean Snapfinger Manor Condominium Association, Inc., a Georgia non-profit membership corporation, its successors or assigns.
- (i) "Board of Directors" or "Board" shall mean the body responsible for management and operation of the Association.
- (j) "Bylaws" shall mean the Bylaws of the Association, attached as Exhibit "D" hereto and incorporated herein by this reference, as the same may be amended from time to time.
- (k) "Common Elements" shall mean those portions of the property subject to this Declaration which are not included within the boundaries of a Unit, as more particularly described in this Declaration.
- (l) "Common Expenses" shall mean shall mean the expenses incurred or anticipated to be incurred by the Association for the general benefit of the Condominium, including, but not limited to, those expenses incurred for maintaining, repairing, replacing and operating the Common Elements.
- (m) "Community Wide Standard" shall mean the standard of conduct, maintenance or other activity generally prevailing within the Condominium. Such standard may be more specifically determined by the Board of Directors and the ACC.
- (n) "Condominium" shall mean all that property described in Exhibit "A" attached hereto and incorporated herein by this reference, submitted to the provisions of the Act by this Declaration and any property described on Exhibit "B" which is later submitted to the provisions of the Act and this Declaration.
- (o) "Condominium Instruments" shall mean this Declaration and all exhibits to this Declaration, including the Bylaws of the Association, and the Survey and Floor Plans, all as may be supplemented or amended from time to time.
- (p) "Declarant" shall mean Benchmark/Snapfinger, LLC, a Georgia limited liability company, and shall include any successors or assigns of Benchmark/Snapfinger, LLC, to which Benchmark/Snapfinger, LLC, has either specifically assigned its rights as Declarant pursuant to this Declaration, or conveyed a portion of the Additional Property for later submission to the Condominium and shall also include any other person or entity as further set forth in Section 44-3-71(13) of the Act.
- (q) "Declaration" shall mean this Declaration of Condominium, as the same may be hereafter amended in accordance with the terms and provisions of Article XI hereof.
- (r) "Eligible Mortgage Holder" shall mean those holders of first Mortgages secured by Units in the Condominium who have requested notice of certain items as set forth in this Declaration.

Except as otherwise provided in the Act (and provided that the number of Units which may be created on the Additional Property does not exceed the maximum for the same that is hereinabove set forth), no approval from any member of the Association, or from anyone else whomsoever, shall be required for the Declarant to subject any Additional Property to this Declaration. Declarant makes no representation or warranty whatsoever as to when or if all or any of the Additional Property will be made subject to this Declaration. Declarant shall have the right to add all or any portion of, or none of, the Additional Property to this Declaration at such time and in such manner as Declarant, in its sole discretion, deems appropriate. In the event part or all of the Additional Property is not made subject to this Declaration, Declarant makes no representation or warranty whatsoever as to how the Additional Property will be used or what will be constructed thereon.

Additional Property may be added to this Declaration at different times and from time to time. Any additional Units added to the Condominium will be restricted exclusively to residential use. Any additional structures will be architecturally compatible with any then existing structures in terms of quality of construction, the principal materials to be used and architectural style. Except for zoning and other governmental requirements, there are no limitations as to the location of improvements on the Additional Property. No assurances are made as to what other improvements, if any, will be made on any Additional Property. No assurances are made that any Units created on the Additional Property will be substantially identical to the Units on the originally submitted Property, including, but not limited to the quality of construction, the principal materials to be used in such construction and architectural style. No limitations are placed on the Declarant's right to create Limited Common Elements on any portion of the Additional Property. There are no limitations fixing the boundaries of any portion of the Additional Property which may be submitted to the Declaration, and there are no limitations regulating the order in which portions of the Additional Property may be submitted to the Declaration. This option shall expire seven (7) years from the date of recording of this Declaration; provided, however, that Owners of Units to which two-thirds (2/3) of the total vote in the Association appertain, excluding any votes appurtenant to any Unit or Units then owned by the Declarant, may consent to the extension of this expansion option within one (1) year prior to the date upon which the option would have otherwise expired. The Additional Property shall be subject to the use restrictions set forth herein when it is added to the Condominium. Upon any expansion of the Condominium, each Unit will continue to have one vote, and liability for Common Expenses will be divided equally among the Units existing within the Condominium from time to time. The Condominium Units thereby created and added shall be owned by Declarant, but the Common Elements shall be owned by all of the Unit Owners.

Section 3. No Effect on Balance of Additional Property. Notwithstanding anything contained in this Declaration which may be construed to the contrary, this Declaration does not create any charge, lien, encumbrance, restriction, or limitation on any portion of the Additional Property which has not yet been submitted to this Declaration or to the Act unless and until any portion of such Additional Property is subjected to this Declaration in the manner set forth, respectively, in Section 2 of this Article III or in Section 1 of Article IV, and then, only from that time forward.

Section 6. Easements Over the Units. The Units shall be subject to, and the Declarant does hereby grant to the appropriate grantees thereof, the following easements:

(a) Each Unit shall be subject to all easements which are shown and depicted on the Plat as affecting and burdening such Unit;

(b) Each Unit shall be subject to an easement for the entry by the authorized agents and representatives of the Association to go in and upon such Unit under the circumstances, and for the purposes, described in Article IV of this Declaration.

Section 7. Condominium Act Provisions. The following information is included as required by the Act:

(a) The name of the Condominium is "Snapfinger Manor, a Condominium".

(b) The Condominium is located in DeKalb County, Georgia.

(c) The Property is described on Exhibit "A" attached hereto. The Submitted Property has no horizontal boundaries.

(d) The Unit boundaries are described in Article III Section 4 of this Declaration.

(e) The Limited Common Elements are described in the Definitions section of this Declaration and are more fully shown on the Plat and Floor Plans.

(f) There are no Common Elements which may subsequently be assigned as Limited Common Elements.

(g) Each Unit has an equal undivided interest in the Common Elements.

(h) Each Unit has one vote.

(i) Each Unit has an equal share of liability for Common Expenses.

(j) There are no limitations or restrictions on the powers of the Association and the Board of Directors, except as may be provided in the Condominium Instruments.

(k) Restrictions on the general use of the Condominium are contained in this Declaration.

(l) Provisions for expansion of the Condominium are set forth in Article III, Section 2 of this Declaration.

Section 8. Unit Types. Architectural plans for each type of Unit have been filed with the Clerk of Superior Court of DeKalb County. The architectural plans and

specifications for each Unit is set forth on Exhibit C attached hereto and incorporated herein by this reference.

ARTICLE IV

COMMON ELEMENTS

Section 1. Common Elements. The Common Elements consists of all portions of the Condominium not located within the boundaries of a Unit. The Common Elements include, without limitation the private roadways serving the Condominium, certain utilities, fences, entry features, paving, retaining walls, the foundations of each building, detention pond, landscape areas, outside parking areas and lighting for same, mail boxes, dumpster, swimming pool and all equipment and furniture for same, pool house, all other lighting, personal property, equipment and furniture in any Common Element of the Condominium building(s), and limited access gated entry system.

Ownership of the Common Elements shall be by the Unit Owners as tenants-in-common. Each Unit is attributed an equal percentage of undivided interest in and to the Common Elements. Such percentages of undivided interest may be altered only by the consent of all Owners and Mortgagees (or such lesser number of Owners and Mortgagees as may hereafter be prescribed by the Act) expressed in a duly recorded amendment to this Declaration, except in the case of expansion of the Condominium, as provided in Section 2 of Article III hereof, in which case the amendment may be approved and executed by Declarant without approval of the Owners or Mortgagees.

The Common Elements shall remain undivided, and no Owner nor any other person shall bring any action for partition or division of the whole or any part thereof except as provided in the Act. Except as provided for Limited Common Elements or as otherwise provided herein, each Owner and the Association may use the Common Elements for the purposes for which they are intended, but no such use shall enter or encroach upon the lawful rights of the other Owners.

Section 2. Limited Common Elements.

(a) The Limited Common Elements located on the Condominium and the Unit(s) to which they are assigned are:

(i) stoops and entryways serving more than one (1) but less than all Units, as shown on the Floor Plans, are assigned as Limited Common Elements to the Units which they serve;

(ii) the portion of the Common Elements on which there is located any portion of the air conditioning or heating system exclusively serving a particular Unit or Units is assigned as Limited Common Element to the Unit or Units so served;

(iii) any utility meter which serves only one (1) Unit is assigned as a Limited Common Element to the Unit so served;

(a) An easement in favor of Declarant and any and all utility companies, across, in, under, over and through the Common Elements for the purposes of the construction, installation, repair, maintenance and use of all utility and drainage lines, wires, pipes and similar facilities as may be reasonably necessary for the provision of utility services (including, water, sewer, gas, electric, cable television and telephone services) to all or any portion of the Condominium;

(b) An easement in favor of Declarant for the exclusive use of such portions of the Common Elements as may be reasonably desirable, convenient or incidental to (i) the construction and installation of improvements on, and the sale of, any Unit, including, but not limited to, sales and business offices, storage areas, construction yards and signs; (ii) to gain access and ingress to, egress from and use of the Common Elements for the placement and maintenance of signs, banners, balloons, decorations, marketing materials, sales office, business office, promotional facilities and model Units on any portion of the Condominium, together with such other facilities as in the opinion of Declarant may be reasonably required, convenient or incidental to the completion, improvement, development, sale or lease of any Unit; (iii) a right over, through, under and across the Common Elements and Limited Common Elements for the purpose of constructing, installing, replacing, repairing, restoring and maintaining all utilities, buildings, driveways, roads, landscaping and any other improvements on the Condominium or serving the Condominium, and for the purpose of doing all things reasonably necessary and proper in connection therewith. Such easements shall be exercisable by any and all persons whom the Declarant shall authorize to exercise the same, including, without limitation, real estate sales agents and brokers and builders of Units, irrespective of whether such persons are affiliated with the Declarant. Such easements shall exist notwithstanding any provision of this Declaration which might be construed to the contrary, but shall terminate at such time as the construction of the Units has been completed and all of the Units shall have been conveyed to Owners thereof who shall not have acquired the Units for the purpose of immediate resale of the same. Such easements shall and do exist without affecting the obligation of the Owner of any Unit to pay assessments or charges coming due during such period of time as portions of the Common Elements shall be used by authorized persons pursuant to the exercise of the easements herein stated.

(c) The easements described in Section 5 of this Article IV; and

(d) An easement in favor of the Association, Declarant and those hired by either the Association or the Declarant for the continued maintenance, repair, replacement and use of the area on which the air-conditioning compressor serving any Unit is located, such easement to be appurtenant to the Units served by such air-conditioning compressor.

Section 5. Easement Areas. There shall be appurtenant to each Unit an easement in favor of the Owner of such Unit, over a portion of the Common Elements for the exclusive use and enjoyment of the Easement Area that is depicted on the Plat recorded in connection with the subjecting of such Unit to the terms of this Declaration as being appurtenant to such Unit. Such easement shall include the rights to plant shrubbery, plants, trees, flowers, bushes, grass, ivy and other foliage in and on such Easement Area, and to erect a fence in accordance with the

provisions of Article X, Section 3 of this Declaration. Such Easement Area shall be maintained by the Owner of the Unit to which such Easement Area is appurtenant, as more particularly described in Article X hereof.

Section 6. Construction within Common Elements. In no event shall any Person construct, place, install, plant or mount any structure, plant, tree, shrub or other item on any part of the Common Elements (including within any Easement Area), except for (i) fences permitted under the provisions of Section 3 of Article X hereof, (ii) items placed or installed on the Patios in accordance with all other terms and restrictions set forth in this Declaration, (iii) plants, shrubbery, trees, flowers, bushes, grass, ivy or other foliage planted in an Easement Area pursuant to the exercise of the easement set forth in Section 4 of this Article IV, and (iv) items placed with the prior, written permission of the Board of Directors.

Section 7. Temporary Structures. Subject to the right of the Declarant to promote the sale of Units, no structure of a temporary character, including, without limitation, any trailer, tent, shack, garage or other building, shall be permitted on any part of the Common Elements at any time, whether temporarily or permanently, except with the prior written consent of the Board of Directors. No temporary building, trailer, garage or building in the course of construction shall be used, temporarily or permanently, as a residence.

Section 8. Vehicles; Trailers; Boats; Automobiles. All vehicles belonging to Owners or occupants of any Unit shall be parked only in the designated parking areas. Guests of the Owners or Occupants of any Unit may park vehicles in a designated parking area for a period not to exceed twenty-four (24) hours at a time. No boats, trailers, recreational vehicles, motorcycles, trucks of a capacity of one (1) ton or more or unlicensed vehicles may be parked in any portion of the Common Elements. No maintenance or repair of any vehicle shall take place on any part of the Property or Additional Property.

Section 9. Parking Spaces. Parking spaces are not reserved. Two (2) spaces per Unit are provided, and Owners are encouraged to park in spaces in front of their Units.

ARTICLE V

THE ASSOCIATION

Section 1. The Association. Prior to the date this Declaration has been filed for record with the Clerk of the Superior Court of DeKalb County, Georgia, the Declarant has caused the Association to be formed, and the Association does now exist, under its Articles of Incorporation and Bylaws.

The Association is and shall be responsible for the control, improvement, replacement, management and operation of the Area of Common Responsibility, the enforcement of the covenants and restrictions set forth in this Declaration, and the performance of such other duties and services as the Board of Directors shall deem to be in the best interests of the members of the Association. Declarant shall maintain control of the Association for the maximum period of time permitted by O.C.G.A. Section 44-3-101. The Association shall also make and enforce

reasonable rules and regulations governing the use of the Condominium, including the Units, Limited Common Elements and Common Elements. In addition to and not in limitation of all other rights it may have, the Association, acting through its Board of Directors, shall have the right and authority:

(a) to enter into Units for maintenance, emergency, security, or safety purposes, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all police officers, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall be only during reasonable hours and after reasonable notice to the Owner or Occupant of the Unit. For the purposes of this Paragraph, an emergency justifying immediate entry into a Unit shall include, but not be limited to the following situations: a water or other utility leak, fire, strong foul odor, obvious insect infestation or sounds indicating that a person or animal might be injured or sick and require immediate medical attention. No one exercising the rights granted in this subparagraph shall be liable for trespass, damages, or in any other manner by virtue of exercising such rights. The failure to exercise the rights herein or to exercise said rights in a timely manner shall not create liability to any of the above-referenced parties, it being agreed that no duty to enter a Unit shall exist;

(b) to make and to enforce reasonable rules and regulations governing the use of the Condominium, including the Units, Limited Common Elements, and Common Elements;

(c) to enforce use restrictions, other Declaration and Bylaws provisions, and rules and regulations by the imposition of reasonable monetary fines and suspension of use and voting privileges as provided in Section 44-3-76 of the Act, as amended;

(d) to grant and accept permits, licenses, utility easements, and other easements;

(e) to control, manage, operate, maintain, improve and replace all portions of the Area of Common Responsibility;

(f) to deal with the Condominium in the event of damage or destruction as a result of casualty loss, condemnation or eminent domain, in accordance with the provisions of the Act and this Declaration;

(g) to acquire, hold, and dispose of tangible and intangible personal property and real property;

(h) to establish a construction deposit in a reasonable amount determined by the Board of Directors to be paid by all Owners making modifications, alterations or additions to their Units in order to protect the Condominium against damage due to the transportation and use of construction materials in the Condominium. Costs for repair of such damage may be deductible from the construction deposit and any additional expenses may be specifically assessed against the Unit; and

(i) to approve contractors or subcontractors who have access to the Condominium for the purpose of making repairs or improvements to Units based on criteria adopted by the Board which may include insurance requirements and require deposits for use of the trash receptacle; and

(j) at the sole expense of the Association, without need for a membership vote, and without the consent of any affected Unit Owner, to relocate any portion of the air conditioning, heating, plumbing, ventilating, exhaust or electrical system serving a particular Unit, provided that after such relocation, the system serving the Unit functions at least as well and at no greater cost to the Unit Owner as existed prior to the relocation.

Section 2. Membership. Every person who is, or who becomes, a record Owner of a fee or undivided fee interest in any Unit is and shall be a member of the Association; provided, however, that any such person who holds such interest merely as security for the performance of an obligation shall not be a member of the Association. The transfer of ownership of a fee or undivided fee interest in any Unit shall automatically transfer membership in the Association, and in no event shall such membership be severed from the ownership of such Unit.

Section 3. Suspension of Membership Rights. The membership rights of any member of the Association, including the right to vote and to use the Common Elements (except for the right to access to and from the Unit owned by such member), may be suspended by the Board of Directors pursuant to the authority granted in Condominium Instruments. Any such suspension shall not affect such member's obligation to pay assessments coming due during the period of such suspension and shall not affect the permanent charge and lien on the member's Unit in favor of the Association

Section 4. Meetings of the Membership. All matters concerning the meetings of members of the Association, including the time at which and the manner in which notice of any said meeting shall be given to members, the quorum required for the transaction of business at any meeting, and the vote required on any matter, shall be as specified in the Act, this Declaration, or in the Articles of Incorporation or the Bylaws, or by law.

Section 5. Association Acts Through Its Board of Directors. Whenever approval of, or action or inaction by, the Association is referred to or called for in this Declaration, such action, inaction or approval shall be by the Board of Directors of the Association, unless it is specifically stated in this Declaration, the Articles of Incorporation or the Bylaws with respect to such action, inaction or approval that the members of the Association must vote. No member of the Board of Directors of the Association or any officer of the Association shall be personally liable to any Owner of any Unit for any mistake of judgment or for any other act or omission of any nature whatsoever, except for any acts or omissions found by a court of competent jurisdiction to constitute gross negligence or fraud.

Section 6. Professional Management. The Association may, but shall not be obligated to, obtain and pay for the services of any Person or other entity to manage the affairs of the Association, or any part thereof, and may enter into such agreement for the management of the Common Elements as the Board of Directors deems to be in the best interests of the Association.

ARTICLE VI

ASSESSMENTS

Section 1. Assessments; Lien Therefore. The Declarant, as the Owner of all of the Units, hereby covenants, and each person who shall own any Unit, by acceptance of a deed or other conveyance thereto, and by acceptance of such ownership, and by taking record title thereto, shall be deemed to covenant and agree to pay to the Association all assessments and charges which are levied by the Association against the Unit(s) owned by such person in accordance with the terms and provisions of this Declaration. Annual Assessments for each Unit shall begin to accrue at the time such Unit is first submitted to this Declaration. Each Unit shall have an equal share of the liability for Common Expenses pursuant to O.C.G.A. §44-3-80, regardless of the floor area of such Unit.

As more fully provided in § 44-3-80 of the Act, all sums lawfully assessed by the Association against any Unit and the Owner thereof, shall, from the time the sums became due and payable, be the personal obligation of the Owner of such Unit and constitute a lien in favor of the Association on such Unit prior and superior to all other liens whatsoever, except as provided in 44-3-109 of the Act.

Section 2. Personal Obligation of Members. Each member of the Association, by acceptance of a deed or other conveyance to the Unit(s) owned by such member, irrespective of whether it shall be so expressed in any such deed or other conveyance, and by acceptance of ownership of such Unit(s), and by taking record title to such Unit(s), shall be deemed to covenant and agree to pay to the Association:

(a) His or her share of the Annual Assessments which shall be levied by the Association in accordance with Section 4 hereof; and

(b) When properly authorized in accordance with Sections 5 and 6 hereof, initial and special assessments, such initial and special assessments to be fixed, established and collected from time to time as hereinafter provided;

(c) Specific assessments against any particular Unit which are established pursuant to the terms of this Declaration, including but not limited to reasonable fines imposed in accordance with the terms of this Declaration.

All such assessments, together with charges, costs and interest thereon and costs of collection thereof (including reasonable attorney fees actually incurred), as hereinafter provided, shall be a continuing lien upon the Unit against which each assessment is made and shall also be the personal obligation of the Owner of the Unit against which such assessments are levied at the time such assessments become due and payable. The covenant to pay assessments herein stated is and shall be a covenant running with the land. Each Owner and his or her grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance.

Index for all Urban Consumers, U.S. City average, or (ii) 5% above the Annual Assessment for the preceding year.

Section 5. Initial Assessments.

(a) In addition to the Annual Assessments described in Section 4 and the Special Assessments described in Section 6, at the time each Unit is first sold or conveyed to an Owner other than the Declarant or builder, the purchaser or grantee of such Unit shall pay to the Association a one-time non-refundable initial assessment in the amount of \$360.00 ("Initial Assessment"). Such funds shall be used for the purpose of providing working capital to the Association, and for such other purposes as may be determined by the Board of Directors.

(b) At the time of any transfer of title to a Unit, other than (i) a transfer by Declarant (ii) a transfer by a builder to the first occupant of a Unit, or (iii) any transfer occurring prior to the issuance of a Certificate of Occupancy for such Unit, there shall be paid to the Association a one-time transfer fee in the amount of \$150.00. Such funds shall be used to reimburse the Association for reasonable costs and expenses incurred in processing transfers of ownership, and in printing and distributing copies of this Declaration and the Bylaws.

Section 6. Special Assessments. If, for any reason, including non-payment of any assessments to the Association by the persons liable therefore, the budget adopted by the Board of Directors for any fiscal year shall prove to be inadequate to defray the Annual Expenses for such fiscal year, or if the Board of Directors shall determine that it is in the best interests of the Association to levy a special assessment to pay the costs of any capital improvements or capital repairs, the Board of Directors shall have the authority to levy a special assessment against the Units and the Owners thereof to raise such needed funds. Any special assessment levied by the Board of Directors pursuant to the provisions of this Section shall be payable at such times and in such installments as the Board of Directors shall determine. Each Unit shall be liable for the payment of an equal share of every special assessment which shall be levied by the Association pursuant to the provisions of this Section. Any special assessment (except regarding the power to assess specially pursuant to Section 44-3-80(b) of the Act for repair or reconstruction of casualty damage to or destruction of all or a part of the Condominium) which would cause the average total of special assessments levied in one fiscal year to exceed two hundred (\$200.00) per Unit, shall be approved by a majority of the total Association vote prior to becoming effective.

Section 7. Effect of Non-Payment of Assessments; Remedies of the Association.

(a) In the event that any member of the Association shall fail to pay, within ten (10) days after the date the same is due and payable, any annual or special assessment, any other charge, or any installment of any annual or special assessment or other charge, which is payable by him to the Association, the entire amount of such assessment or other charge, including the portion thereof which would otherwise be payable in installments, may be declared by the Board of Directors to be immediately due and payable in full to the Association. As more fully provided in § 44-3-109 of the Act, all such amounts so declared by the Board of Directors to be due and payable in full to the Association shall be secured by the lien of the Association on every

Unit owned by the delinquent member, which lien shall bind such Unit or Unit(s) in the hands of the then Owner, and his heirs, devisees, successors and assigns.

(b) All amounts which the Board of Directors shall declare to be due and payable shall bear interest from the date of delinquency at the lower of the rate of ten (10%) percent per annum or the highest rate permitted by law, and the Association may bring legal action against the member of the Association personally obligated to pay the same, or foreclose its lien upon the Unit or Unit(s) of such member, in either of which events such member shall also be liable to the Association for all costs and reasonable attorneys' fees actually incurred which the Association shall incur in connection with the collection of such delinquent amounts.

(c) Any Member of the Association who is not current in the payment of Assessments or other charges, or is otherwise not in good standing with the Association, shall not be entitled to vote on any matters coming before the Members for a vote.

(d) Allocation of Liability for Common Expenses.

(i) Except as provided below, or elsewhere in the Act or Condominium Instruments, the amount of all Common Expenses shall be assessed equally against all the Units.

(ii) The Board of Directors shall have the power to levy special assessments against Units pursuant to this Paragraph and to Section 44-3-80(b) of the Act as, in its discretion, it shall deem appropriate. Failure of the Board of Directors to exercise its authority under this Paragraph shall not be grounds for any action against the Association or the Board of Directors and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Paragraph.

a. Any Common Expenses benefiting less than all of the Units or significantly disproportionately benefiting all Units may be specially assessed equitably among all of the Units which are benefited according to the benefit received. Except for expenses for maintenance, repair or replacement of Limited Common Elements, which may be specially assessed, expenses incurred for the maintenance, repair or replacement of the Area of Common Responsibility, shall not be specially assessed.

b. Any Common Expenses occasioned by the conduct of less than all of those entitled to occupy all of the Units or by the Occupant(s), licensees or invitees of any such Unit or Units may be specially assessed against such Unit or Units.

ARTICLE VII

INSURANCE

Section 1. General. The Association shall obtain and maintain at all times, as a Common Expense, insurance as required by Section 44-3-107 of the Act, as amended, and as required herein. The Association's insurance policy shall cover any of the following types of property contained within a Unit, regardless of ownership: (a) fixtures, improvements and alterations that are a part of the building or structure; and (b) appliances, such as those used for refrigerating, ventilating, cooking, dishwashing, laundering, security or housekeeping. In the alternative, the Association's insurance policy may exclude improvements and betterments made by the Unit Owner and may exclude the finished surfaces of perimeter and partition walls, floors, and ceilings within the Units (i.e., paint, wallpaper, paneling, other wall covering, tile, carpet and any floor covering; provided, however, floor covering does not mean unfinished hardwood or unfinished parquet flooring).

All insurance purchased by the Association pursuant to this Paragraph shall run to the benefit of the Association, the Board of Directors, officers, all agents and employees of the Association, the Unit Owners, and their respective Mortgagees, and all other Persons entitled to occupy any Unit, as their interests may appear. The Association's insurance policy may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance equals at least the replacement cost of the insured property.

The Board of Directors shall make available for review by Owners a copy of the Association's insurance policy to allow Owners to assess their personal insurance needs and each Owner shall have the right to obtain additional coverage at his or her own expense.

All insurance coverage for the Association 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 two (2) 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 44-3-107 of the Act, as amended. Such responsibility may be performed, and shall be deemed reasonably performed, by the Board requesting the Association's insurance agent to verify that insurance policies in existence meet the needs of the Association and satisfy the requirements of Section 44-3-107 of the Act, as amended.

(a) The Board of Directors shall utilize reasonable efforts to secure a blanket hazard insurance policy providing "all risk" coverage in an amount equal to full replacement cost, before application of deductibles, of all improvements located on the Condominium. If "all risk" coverage is not reasonably available at reasonable cost, the Board shall obtain, at a minimum, fire and extended coverage, including coverage for vandalism and malicious mischief, in like amounts. The Board shall use reasonable efforts to obtain policies that will provide the following:

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

(ii) any "other insurance" clause contained in the master policy shall expressly exclude individual Unit Owners' policies from its operation;

(iii) until the expiration of thirty (30) days after the insurer gives notice in writing to the Mortgagee of any Unit, the Mortgagee's insurance coverage will not be affected or jeopardized by any act or conduct of the Owner of such Unit, the other Unit Owners, the Board of Directors, or any of their agents, employees, or household members, nor be canceled for nonpayment of premiums;

(iv) the master policy may not be canceled, substantially modified, or subjected to non renewal without at least thirty (30) days prior notice in writing to the Board of Directors and all Mortgagees of Units;

(v) an agreed value endorsement and an inflation guard endorsement;
 and

(vi) the deductible amount per occurrence for coverage required by the Act shall not exceed one thousand dollars (\$1,000.00).

(b) All policies of insurance shall be written with a company licensed to do business in the State of Georgia. The company shall provide insurance certificates to each Owner and each Mortgagee upon request.

(c) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Association's Board of Directors; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(d) In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by individual Unit Owners or their Mortgagees. Each Unit Owner shall notify the Board of Directors of all structural improvements made by the Unit Owner to his or her 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.

(e) In addition to the insurance required hereinabove, the Board shall obtain as a Common Expense:

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

(ii) public liability insurance in amounts no less than required by Section 44-3-107 of the Act, as amended, and officers' and directors' liability insurance in such amounts as the Board may determine. The public liability insurance shall contain a cross liability endorsement;

(iii) fidelity bonds, if reasonably available, covering officers, directors, employees, and other persons who handle or are responsible for handling Association funds. Such bonds, if reasonably available, shall be in an amount consistent with the best business judgment of the Board of Directors, but in no event less than three (3) month's assessments plus a reasonable amount to cover all or a reasonable portion of reserve funds in the custody of the Association at any time during the term of the bond; provided, however, fidelity coverage herein required may be reduced based on the implementation of financial controls which take one or more of the following forms: (a) the Association or management company, if any, maintains a separate bank account for the working account and the reserve account, each with appropriate access controls and the bank in which funds are deposited sends copies of the monthly bank statements directly to the Association; (b) the management company, if any, maintains separate records and bank accounts for each association that uses its services and the management company does not have the authority to draw checks on, or to transfer funds from, the Association's reserve account; or (c) two members of the Board of Directors must sign any checks written on the reserve account; and

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

(f) Insurance carried by the Association as a Common Expense shall not be required to include: (1) any part of a Unit which is not depicted on the original Survey and Floor Plans; or (2) any part of a Unit that was not included as part of the collateral for the initial loan made for the initial purchase of the Unit, nor shall the Association include public liability insurance for individual Owners for liability arising within the Unit.

(g) Nothing contained herein gives any Owner or other party a priority over any rights of first Mortgagees as to distribution of insurance proceeds. Any insurance proceeds payable to the Owner of a Unit on which there is a Mortgagee endorsement shall be disbursed jointly to such Unit Owner and the Mortgagee. This is a covenant for the benefit of any such Mortgagee and may be enforced by any such Mortgagee.

(h) Every Unit Owner shall be obligated to obtain and maintain at all times insurance covering those portions of his or her Unit to the extent not insured by policies maintained by the Association. Upon request by the Board, the Unit Owner shall furnish a copy of such insurance policy or policies to the Association. In the event that any such Unit Owner fails to obtain insurance as required by this subparagraph, the Association may purchase such insurance on behalf of the Unit Owner and assess the cost thereof to the Unit Owner, to be collected in the manner provided for collection of assessments under Paragraph 10 hereof.

Section 2. Insurance Deductibles. In the event of an insured loss, any required deductible shall be considered a maintenance expense to be paid by the person or persons who would be responsible for such loss in the absence of insurance. If the loss affects more than one Unit or a Unit and the Common Elements, the cost of the deductible may be apportioned equitably by the Board among the parties suffering loss in proportion to each affected owner's portion of the total cost of repair. Notwithstanding this, if the insurance policy provides that the deductible will apply to each Unit separately or to each occurrence, each Unit Owner shall be responsible for paying the deductible pertaining to his or her Unit, if any. If any Owner or Owners fail to pay the deductible when required under this subparagraph, then the Association may pay the deductible and assess the cost to the Owner or Owners pursuant to Paragraph 8 of this Declaration; provided, however, where the deductible is for insurance required under the Act, no Owner shall be assigned more than one thousand dollars (\$1,000.00), or such higher amount as authorized by the Act, as the cost of the deductible for any one occurrence.

Section 3. Payment of Claims to Delinquent Owners. Notwithstanding anything to the contrary herein, in the event of an insured loss under the Association's master hazard insurance policy for which the Association receives from the insurer payment for a loss sustained by an Owner who is delinquent in the payment of assessments owed to the Association under Paragraph 10 hereof, then the Association may retain and apply such proceeds to the delinquency. Any surplus remaining after application of the proceeds to any delinquency shall be paid by the Association to the affected Unit Owner.

ARTICLE VIII

REPAIR AND RECONSTRUCTION.

In the event of damage to or destruction of all or any part of the Condominium as a result of fire or other casualty, unless eighty percent (80%) of the Unit Owners, including the Owner or Owners of any damaged Unit or Units, vote not to proceed with the reconstruction and repair of the structure, the Board of Directors or its duly authorized agent shall arrange for and supervise the prompt repair and restoration of the structure. In the event of substantial damage or destruction, each holder of a first Mortgage shall be entitled to written notice of the damage, and nothing in these documents shall be construed to afford a priority to any Unit Owner with respect to the distribution of proceeds to any such Unit.

Section 1. Cost Estimates. Immediately after a fire or other casualty causing damage to the Condominium, the Board of Directors shall obtain reliable and detailed estimates of the cost of repairing and restoring the structures (including any damaged Unit) to substantially the condition which existed before such casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. Such costs may also include professional fees and premiums for such bonds as the Board of Directors determines to be necessary.

Section 2. 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, the

additional costs shall be assessed against the Owners of the Unit(s) damaged in proportion to the damage to the Units or against all Owners, in the case of insufficient funds to cover damage to the Common Elements. This assessment shall not be considered a special assessment as discussed in Paragraph . 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.

Section 3. Floor Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the Floor Plans and specifications under which the Condominium was originally constructed, except where changes are necessary to comply with current applicable building codes or where improvements not in accordance with the original Floor Plans and specifications are approved by the Board of Directors. To the extent insurance proceeds are available, the Association may reconstruct or repair Owner improvements damaged as a result of fire or other casualty.

Section 4. 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.

Section 5. 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 Paragraph to be disbursed 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.

ARTICLE IX

ARCHITECTURAL CONTROL, USE RESTRICTIONS AND LEASING

In order to provide for the maximum enjoyment of the Condominium by all of the Owners and Occupants thereof and to provide protection for the value of the same, the use of the Units shall be restricted to, and shall be only in accordance with, the following provisions:

Section 1. During Declarant Control. During the time in which the Declarant has the right to appoint directors and officers of the Association under the Bylaws there shall be no Architectural Control Committee and all encroachments onto the Common Elements or Limited Common Elements, exterior change, alteration or construction (including painting and landscaping), and any erection, placement or posting of any object, sign, clothesline, speaker, playground equipment, light, fountain, flag, or thing on the exterior or roof(s) of the buildings, in any windows (except window treatments), or on any Limited Common Elements or any Common Elements, must receive the prior written approval of the Declarant. Granting or withholding such approval shall be within the sole discretion of the Declarant. All references in the Condominium Instruments to the

Architectural Control Committee or ACC shall refer to the Declarant during the period the Declarant has the right to appoint the officers and directors of the Association.

Section 2. After Declarant Control. After such time as the Declarant's rights to appoint officers and directors of the Association as provided in the Bylaws has expired, an Architectural Control Committee shall be appointed by the Board of Directors and except for the Declarant, so long as the Declarant or its successors shall own a Unit for sale, no Owner, Occupant, or any other Person may make any encroachment onto the Common Elements or Limited Common Elements, or make any exterior change, alteration, or construction (including painting and landscaping), nor erect, place or post any object, sign, clothesline, speaker, playground equipment, light, fountain, flag, or thing on the exterior or roof(s) of the buildings, in any windows (except window treatments), on any Limited Common Elements, or on any other Common Elements, without first obtaining the written approval of the ACC. The standard for approval of such improvements shall include, but not be limited to, aesthetic consideration, materials to be used, harmony with the external design of the existing buildings, Units and structures, and the location in relation to surrounding structures and topography. Notwithstanding the above, Declarant shall not be required to obtain any approvals under this Paragraph.

Section 3. Use Restrictions.

(a) **Single-Family Use.** All of the Units shall be restricted exclusively to single-family residential purposes only, and no trade of any kind may be conducted in or from a Unit or any part of the Condominium. Notwithstanding the foregoing, however, nothing set forth in this Section 1 shall prohibit: (a) the Declarant from conducting such sales, leasing and promotional activities on any portion of the Condominium as the Declarant shall determine (including, but not limited to, using any Unit as a model home and a sales office); or (b) the Owner of any Unit from using such Unit as an office, provided that such use does not (i) create regular customer or client traffic to and from such Unit (ii) does not give rise to objectionable sounds or smells, and (iii) no sign, logo, symbol or nameplate identifying such business is displayed anywhere on such Unit. Further, the maximum number of Occupants in a Unit shall be limited to two (2) people per bedroom in the Unit, as such bedrooms are depicted on the original Plat and Floor Plans. "Occupancy" for purposes hereof, shall be defined as staying overnight in a Unit for a total of more than thirty (30) days, either consecutive or non-consecutive, in any calendar year. Upon written application, the Board shall grant variances to this restriction to comply with provisions of the Fair Housing Amendments Act of 1988 or any amendments thereto.

(b) **Alteration of Units.** No Owner or Occupant may make any alteration within a Unit which involves connecting to Common Element pipes, lines, conduits and/or other apparatus for access to common utilities without prior written ACC approval.

(c) **Prohibited Activities.** No noxious or offensive activity shall be conducted on any Unit. Each owner of any Unit, his family, tenants, guests and invitees, shall refrain from any act or use of his Unit which could reasonably cause embarrassment, discomfort, annoyance or nuisance to any other resident or residents of any other Unit.

(d) **Nuisances.** No nuisance shall be permitted upon or within any Unit. Without limiting the generality of the foregoing, no exterior speakers, horns, whistles, bells, or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any Unit.

(e) **Animals.** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any portion of the Condominium, except that a reasonable number of dogs, cats, or other household pets (not in excess of 2) may be kept provided they are kept in accordance with the duly adopted Rules and Regulations of the Association, and provided further, they are not kept, bred or maintained for any commercial purpose, and do not constitute a disturbance to neighbors, as determined in the sole discretion of the Board of Directors. Pets must be on leash at all times and accompanied by an Owner when outdoors.

(f) **Signs.** No sign of any kind or character shall be erected or displayed to the public on any portion of the Condominium without the prior written consent of the Board of Directors, except for customary name and address signs and one "for sale" sign advertising a Unit for sale, which shall be not larger than three square feet. The restriction herein stated shall include the prohibition of placement of any sign within any Unit in a location from which the same shall be visible from the outside. In the event any sign is placed on a Unit or on the Common Elements in violation of this section, the responsible party shall be subject to a fine as set forth below.

(g) **Antennas and Satellite Dishes.** Except as provided below, no satellite dish, antenna or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained on any portion of the Condominium, including the Unit or Limited Common Elements; provided, however, that the Association shall have the right to erect, construct and maintain such devices. The following shall apply to all Unit Owners:

(i) No transmission antenna, of any kind, may be erected anywhere on the Condominium, including the Units, without written approval of the Board of Directors or the Architectural Control Committee.

(ii) No direct broadcast satellite (DBS) antenna or multi-channel multi-point distribution service (MMDS) antenna larger than one meter in diameter shall be placed, allowed or maintained upon the Condominium, including the Units and the Limited Common Elements.

(iii) DBS and MMDS satellite dishes or antennas one meter or less in diameter and television broadcast service antennas may only be installed in accordance with Federal Communication Commission (FCC) rules and the rules and regulations of the Association, both as may be amended from time to time.

In the event of a transfer of the Unit which includes a satellite dish or antenna, the Grantee shall assume all responsibility for the satellite dish or antenna and shall comply with this Declaration, the Bylaws and the rules and regulations regarding satellite dishes and antennas, including, but not limited to, those requirements relating to maintenance and removal of satellite dish or antenna.

(h) Window Air-Conditioners. No air-conditioner shall be installed in any window of any Unit, nor shall any air-conditioner be installed on any Unit so that the same protrudes through any exterior wall of such Unit.

(i) Subdivision of Units. No Unit may be further subdivided into any smaller Unit.

(j) Removal of Trees. Except during initial construction of a Unit, no trees shall be removed from the Common Elements without the prior written approval of the Board of Directors. The Board of Directors, in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wildlife upon the Common Elements.

(k) Storage. No lumber, materials, bulk materials, refuse or trash shall be kept, stored, or allowed to accumulate on any portion of the Condominium except building materials during the course of construction, maintenance or repair of any approved structure by the Declarant. Trash, garbage or other waste shall not be permitted to remain in public view except on days of trash collection. All containers or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. If a central trash collection area is designated by the Association, then these areas will be under the control of the Association and all members will abide by the current regulations regarding the use of these trash enclosures.

(l) Utility Pipes. No water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained above the surface of the ground. Easements are reserved for sewers, drainage and utility installations and their maintenance. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage, or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

(m) Enforcement by Members. Any violations of the above-stated Restrictions must be rectified by the violator within twenty-four (24) hours of receipt of notice from the Declarant or the authorized representative of the Association; otherwise the Owner(s) of the Units(s) which is/are in violation shall be subject to fines in such amounts as may be established by the Board of Directors beginning twenty-four (24) hours after receipt of said notice, and continuing until rectified, and said fines shall constitute liens against the subject Unit(s) until paid. The decision of the Board of Directors regarding imposition of a fine shall be final and shall not be subject to appeal or further review.

(n) Parking. If a vehicle is parked in a fire lane, is blocking another vehicle or access to another Owner's Unit is obstructing the flow of traffic, is parked on any grassy area or otherwise creates a hazardous condition, no notice shall be required and the Board or agent of the Association may have the vehicle towed immediately. If a vehicle is towed in accordance with this paragraph, neither the Association nor any officer or agent of the Association shall be liable to any Person for any claim of damage as a result of such towing. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather

hardship, and (5) whether previous hardship leasing permits have been issued to the Owner. A "hardship" as described herein shall include, but not be limited to the following situations: (1) a Unit Owner must relocate his or her residence outside the greater Atlanta metropolitan area and cannot, within six (6) months from the date that the Unit was placed on the market, sell the Unit except at a price below the current appraised market value, after having made reasonable efforts to do so; (2) where the Owner dies and the Unit is being administered by his or her estate; and (3) the Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Unit. Hardship leasing permits shall be valid for a term not to exceed one (1) year. Owners may apply for additional hardship leasing permits. Hardship leasing permits shall be automatically revoked if during the term of the permit, the Owner is approved for and receives a leasing permit.

(ii) Leasing Provisions. Leasing which is authorized, pursuant to permit, hereunder shall be governed by the following provisions:

a. Notice. At least seven (7) days prior to entering into the lease of a Unit, the Owner shall provide the Board with a copy of the proposed lease agreement. The Board shall approve or disapprove the form of said lease. In the event a lease is disapproved, the Board shall notify the Owner of the requisite action to be taken in order to bring the lease in compliance with the Declaration and any rules and regulations adopted pursuant thereto.

b. General. Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. All leases shall be in writing and in a form approved by the Board prior to the effective date of the lease. The Board may maintain and, upon request, provide a form which is deemed acceptable. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than one (1) year, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Within ten (10) days after executing a lease agreement for the lease of a Unit, the Owner shall provide the Board with a copy of the lease and the name of the lessee and all other people occupying the Unit. The Owner must provide the lessee copies of the Declaration, Bylaws, and the rules and regulations. Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed lessee; the Board's approval or disapproval shall be limited to the form of the proposed lease.

c. Liability for Assessments, Use of Common Elements, and Compliance with Declaration, Bylaws, and Rules and Regulations. 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 the lease by existence of this covenant, and the lessee, by occupancy of the Unit, agrees to the applicability of this covenant and incorporation of the following language into the lease:

(1) Compliance with Declaration, Bylaws, and Rules and Regulations. The lessee shall comply with all provisions of the Declaration, Bylaws, and

rules and regulations adopted pursuant thereto and shall control the conduct of all other Occupants and guests of the leased Unit in order to ensure such compliance. The Owner shall cause all Occupants of his or her Unit to comply with the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations by such Occupants, notwithstanding the fact that such Occupants of the Unit are fully liable and may be sanctioned for any such violation. If the lessee, or a person living with the lessee, violates the Declaration, Bylaws, or a rule or regulation for which a fine is imposed, notice of the violation shall be given to the Owner and the lessee, and such fine may be assessed against the lessee in accordance with Article V of the Bylaws. If the fine is not paid by the lessee within the time period set by the Board, the Owner shall pay the fine upon notice from the Association of the lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the Unit.

Any violation of the Declaration, Bylaws, or rules and regulations adopted pursuant thereto by the lessee, any Occupant, or any guest of lessee, is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Georgia law. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, including the power and authority to evict the lessee as attorney-in-fact on behalf and for the benefit of the Owner, in accordance with the terms hereof. If the Association proceeds to evict the lessee, any costs, including reasonable attorney's fees actually incurred and court costs associated with the eviction shall be an assessment and lien against the Unit.

(2) Use of Common Elements. The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Elements, including but not limited to, the use of any and all recreational facilities and other amenities.

(3) Liability for Assessments. When a Unit Owner who is leasing his or her Unit fails to pay any annual or special assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Board, lessee shall pay to the Association all unpaid annual and special assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by lessee. However, lessee need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board's request. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If lessee fails to comply with the Board's request to pay assessments or other

charges, lessee shall pay to the Association all amounts authorized under the Declaration as if lessee were an Owner. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

d. Applicability of this Paragraph. Notwithstanding the above, this Paragraph shall not apply to any leasing transaction entered into by the Declarant, the Association, or the holder of any first Mortgage on a Unit who becomes the Owner of a Unit through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such Mortgage, and they shall be permitted to lease without obtaining a permit.

ARTICLE X

MAINTENANCE OF UNITS AND EASEMENT AREAS

Section 1. Maintenance and Repair of Units, Stoops and Patios. Except as herein below provided, the Owner of each Unit shall be obligated to maintain and repair the interior of his Unit, which shall be defined as the area inside the planes of the vertical unfinished surface of the sheetrock comprising the interior walls of each Unit and the horizontal plane of the uppermost unfinished floor of a Unit and the lowermost unfinished surface of the ceiling of a Unit. All exteriors of all Units, including roofs, roof joists, foundations, exterior walls, shutters, woodwork and all Stoops and Patios (but excluding all drainage structures as provided in Section 4 hereof) shall be maintained by the Association. In no event shall any change be made to the exterior appearance of any Unit (including, without limitation, painting and the application of any brick, stucco, paneling or other siding), unless such change has been first approved in writing by the ACC. The ACC shall have the right to adopt rules for the placement of any items on the Stoops and Patios, and all items placed on the Stoops and Patios must comply with the terms of such rules. In addition, each Unit Owner shall have the responsibility: (a) to keep in a neat, clean and sanitary condition any Limited Common Elements serving his or her Unit(s); (b) to perform his or her responsibility in such manner so as not to unreasonably disturb other Persons in other Units; and (c) to promptly report to the Association or its agent any defect or need for repairs, for which the Association is responsible.

Section 2. Maintenance of Easement Areas. The Owner of the Unit to which each Easement Area is annexed shall be obligated to keep and maintain any portion of the Easement Area enclosed within a fence erected in accordance with this Declaration in a neat, sanitary and attractive condition which is satisfactory to the Board of Directors. Such maintenance shall include, without limitation, cutting the grass, weeds and other vegetation, removing dead trees, shrubs and other plants and pruning and otherwise maintaining all plants, shrubbery, trees, flowers, bushes, grass, ivy and other foliage as may be planted in and on the Easement Area pursuant to the exercise of the easement rights set forth hereinabove. The Association shall be responsible for maintaining all portions of the Easement Areas appurtenant or adjacent to any Units located outside any fence erected in accordance with this Declaration.

Section 3. Fences. The Owner of each Unit shall have the right to erect on the Common Elements a fence to enclose all or any part of the Patio that is annexed to his Unit. All

fences which are installed to enclose all or any portion of a Patio must be constructed and installed within such area adjacent to the Patio in accordance with design standards, regulations and criteria established by the ACC.

In no event shall any fence be erected pursuant to the provisions of this Section 3 unless the design of such fence shall conform to the standardized design which shall be so maintained in effect by the ACC or which shall be prevailing in the Condominium.

In the event that the Owner of any Unit shall elect to erect any such fence pursuant to the provisions of this Section 3, the Owner of the Unit to which such fence is annexed shall be responsible for the repair, maintenance and replacement of such fence.

Section 4. Failure to Maintain. In the event that the Owner of any Unit shall fail to properly maintain those portions of the Unit for which he is responsible, under the terms and provisions of this Article X, the Board of Directors shall have the right, exercisable by it or through its agents or employees, and after giving the Owner of such Unit at least five (5) days notice and an opportunity to correct the unsatisfactory condition, to enter upon the Unit, Stoop or Patio and/or Easement Area, as applicable, and correct the unsatisfactory condition. The Owner of the Unit upon which, or upon the Stoop, Patio, or Easement Area attached or annexed to which, such maintenance work is performed by the Association (or its agents or employees) shall be personally liable to the Association for all direct and indirect costs as may be incurred by the Association in connection with the performance of such maintenance work, and the liability for such costs shall be secured by all of the liens, and shall be subject to the same means of collection, as are the assessments and charges provided for in Article VI of this Declaration. In addition, all such costs shall be paid to the Association by such Owner at the same time as the next due Annual Assessment payment, as provided in Section 4 of Article VI of this Declaration, or at such earlier time, and in such installments, as the Board of Directors shall determine.

Section 5. Party Walls.

(a) **General Rules of Law to Apply.** Each wall built as a part of the original construction of the Units which shall serve and separate any two (2) adjoining Units shall constitute a party wall and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligent or willful acts or omissions shall apply thereto.

(b) **Sharing of Repair and Maintenance.** The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in equal proportions.

(c) **Damage and Destruction.** If a party wall is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has benefited by the wall may restore it, and the other Owner or Owners thereafter who are benefitted by the wall or fence shall contribute to the cost of restoration thereof in equal proportions, without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

(d) Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Paragraph shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

(e) Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Paragraph, each party shall appoint one (1) arbitrator. Should any party refuse to appoint an arbitrator within ten (10) days after written request therefor by the Board, the Board shall appoint an arbitrator for the refusing party. The arbitrators thus appointed shall appoint one (1) additional arbitrator and the decision by a majority of all three (3) arbitrators shall be binding upon the parties. Compliance with this subparagraph shall be a condition precedent to any right of legal action that either party may have against the other in a dispute arising hereunder.

ARTICLE XI

AMENDMENT

The terms, provisions, covenants and restrictions of this Declaration may be amended upon the approval of such amendment by the affirmative vote, written consent or any combination if affirmative vote and written consent of: (a) Unit Owners to which two-thirds (2/3) of the votes in the Association pertain; and (b) Declarant, if Declarant then has an unexpired option to add any Additional Property to the Condominium. During any such time as the Declarant has the right to control the Association, the right to amend this Declaration shall be otherwise restricted as provided in O.C.G.A. §44-3-93. Declarant may unilaterally amend this Declaration to the extent required in order to meet the requirements of HUD or VA for providing Mortgage financing for the Units.

Any amendment to the terms, provisions, covenants or restrictions of this Declaration shall become effective only upon the recording in the Deed Records of DeKalb County, Georgia, of an instrument certified by the incumbent Secretary of the Association, which shall: (a) set forth such amendment; and (b) certify that the amendment has been duly approved as required herein.

The matters set forth in such instrument shall be presumed to be true and accurate and the amendment which is set forth in such instrument shall be effective, unless it shall be determined by a court of competent jurisdiction that the matters certified to in such instrument are not true and accurate.

Each person who shall own any Unit, by acceptance of a deed or other conveyance thereto, and by acceptance of such ownership, and by taking record title thereto, and each holder of a Mortgage upon any portion of any Unit, by acceptance of such Mortgage, thereby agrees that the terms, provisions, covenants and restrictions of this Declaration may be amended as provided in this Article XI.

ARTICLE XII

MORTGAGEE'S RIGHTS

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

- (i) by act or omission seek to abandon or terminate the Condominium;
- (ii) change the pro rata interest or obligations of any individual Unit for the purpose of (1) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (2) determining the pro rata share of ownership of each Unit in the Common Elements;
- (iii) partition or subdivide any Unit in any manner inconsistent with the provisions of this Declaration;
- (iv) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Elements (the granting of easements or licenses, as authorized herein, shall not be deemed a transfer within the meaning of this clause); or
- (v) use hazard insurance proceeds for losses to any portion of the Condominium (whether to Units or to Common Elements) for other than the repair, replacement, or reconstruction of such portion of the Condominium.

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

(b) Where the Mortgagee holding a first Mortgage of record, a secondary purchase money Mortgage of record (provided that neither the grantee nor any successor grantee on the secondary purchase money Mortgage is the seller of the Unit) or other purchaser of a Unit obtains title pursuant to judicial or nonjudicial foreclosure of the Mortgage, it shall not be liable for the share of the Common Expenses or assessments by the Association chargeable to such Unit which became due prior to such acquisition of title. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from Owners of all the Units, including such acquirer, its successors and assigns. Additionally, such acquirer shall be responsible for all charges accruing subsequent to the passage of title, including, but not limited to, all charges for the month in which title is passed.

(c) Upon written request to the Association, identifying the name and address of the holder and the Unit number or address, any Eligible Mortgage Holder will be entitled to timely written notice of:

- (i) any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first Mortgage held by such Eligible Mortgage Holder;

- (ii) any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a first Mortgage held by such Eligible Mortgage Holder which remains unsatisfied for a period of sixty (60) days, and any default in the performance by an individual Unit Owner of any other obligation under the Condominium Instruments which is not cured within sixty (60) days;
 - (iii) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; or
 - (iv) any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders, as specified herein.
- (d) Upon written request to the Association, identifying the name and address of the holder and the Unit number or address, any Eligible Mortgage Holder, or insurer or guarantor of a first mortgage on a Unit, will be entitled to timely written notice of:
- (i) any proposed amendment of the Condominium Instruments effecting a change in (a) the boundaries of any Unit or the exclusive easement rights appertaining thereto; (b) the interests in the Common Elements or Limited Common Elements appertaining to any Unit or the liability for Common Expenses appertaining thereto; (c) the number of votes in the Association appertaining to any Unit; or (d) the purposes to which any Unit or the Common Elements are restricted;
 - (ii) any proposed termination of the Condominium;
 - (iii) any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first Mortgage held by such Eligible Mortgage Holder;
 - (iv) any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a first Mortgage held by such Eligible Mortgage Holder which remains unsatisfied for a period of sixty (60) days, and any default in the performance by an individual Unit Owner of any other obligation under the Condominium Instruments which is not cured within sixty (60) days;
 - (v) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; or
 - (vi) any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders, as specified herein.
- (e) Any holder of a first Mortgage shall be entitled, upon written request, to receive within a reasonable time after request, a copy of the financial statement of the Association for the immediately preceding fiscal year, free of charge to the Mortgagee so requesting.

(f) Notwithstanding anything to the contrary herein contained, the provisions of this Declaration governing sales and leases shall not apply to impair the right of any first Mortgagee to:

- (i) foreclose or take title to a Unit pursuant to remedies contained in its Mortgage; or
- (ii) take a deed or assignment in lieu of foreclosure; or
- (iii) sell, lease, or otherwise dispose of a Unit acquired by the Mortgagee.

(g) No Priority. No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of the first mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Elements.

(h) Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of any mortgagee encumbering such Owner's Unit.

(i) Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within 30 days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

(j) Construction of this Article. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Condominium Instruments or Georgia law for any of the actions set forth in this Article.

ARTICLE XIII

DISCLOSURES

Section 1. Acknowledgments.

Each Owner and Occupant acknowledge the following:

- (a) The Condominium is located adjacent to thoroughfares which could be improved or widened in the future.
- (b) The views from an Owner's Unit can change over time due to among other things, additional development and the removal or addition of landscaping.
- (c) No representations are made regarding the zoning of adjacent property, or that the category to which adjacent property is zoned may not change in the future.

(d) No representations are being made regarding which schools may now or in the future serve the Unit.

(e) Since in every neighborhood, there are conditions which different people may find objectionable, it is acknowledged that there may be conditions outside of the Property which an Owner or Occupant finds objectionable and that it shall be the sole responsibility of the Owners and Occupants to become acquainted with neighborhood conditions which could affect the Unit.

(f) No representations are made that the Unit is or will be soundproof or that sound may not be transmitted from one Unit to another.

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

Section 2. Contracts Executed During Declarant Control. All contracts or leases executed by or on behalf of the Association during the period in which the Declarant has the right to appoint the officers and directors of the Association pursuant to Article III, Section 2 of the Bylaws shall contain a termination clause permitting the Association to terminate the contract or lease at any time, without cause and without penalty, upon not more than ninety (90) days' written notice.

Section 3. Services During Declarant Control. Each Owner acknowledges that Declarant and its affiliates may provide services utilized by communities such as this Condominium including, but not limited to, management services. Each Owner consents and agrees that the Association may enter into service contracts with Declarant and its affiliates.

ARTICLE XIV

MISCELLANEOUS

Section 1. Failure of Enforcement. In the event that the Association shall fail to enforce the compliance with any of the provisions of this Declaration by the Owner of any Unit, then the Owner of any other Unit shall have the right to file an action in the Superior Court of DeKalb County, Georgia, seeking an order from such Court requiring that the Association enforce such compliance; provided, however, in no event shall the Board of Directors, or any officer of the Association, or any of their agents, be personally liable to anyone on account of their failure to enforce any of the terms, provisions or restrictions set forth in this Declaration.

Section 2. Waivers. In no event shall the failure by the Association to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, provisions or agreements set forth in this Declaration be construed as a waiver or relinquishment of the future enforcement of any such term, covenant, condition, provision, or agreement. The acceptance of performance of anything required to be performed with knowledge of the breach

of a term, covenant, condition, provision or agreement shall not be deemed a waiver of such breach, and no waiver by the Association of any term, covenant, condition, provision or agreement shall be deemed to have been made unless expressed in writing and signed by a duly authorized officer of the Association.

Section 3. Duration. This Declaration, and all of the terms, easements, provisions, liens, charges, restrictions and covenants set forth herein, shall run with and bind the Property, and any Additional Property which has been submitted to the Declaration, shall be and shall remain in effect, and shall inure to the benefit of, and be enforceable by, the Association, and by any Owner of any Unit, their respective legal representatives, heirs, successors and assigns, perpetually.

Section 4. Notices. Any notice required to be sent to any member of the Association pursuant to any provision of this Declaration may be served by depositing such notice in the U.S. Mail, postage prepaid, addressed to the member to whom it is intended, at the address which such member shall have furnished to the Secretary of the Association in accordance with the Bylaws, or, in the absence of any such address having been so furnished to the Secretary of the Association, at the address of any Unit owned by such member. The date of service shall be the date of mailing.

Section 5. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if any provision of this Declaration or the application thereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

Section 6. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any Person or Persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the Unit(s) owned by said Person, to enforce any liens created by this Declaration.

Section 7. Successors to Declarant. In no event shall any person or other entity succeeding to the interest of the Declarant by operation of law or through purchase of the Declarant's interest in all or any portion of the Property or Additional Property at foreclosure, sale under power or by deed in lieu of foreclosure, be liable for any act, omission or matter occurring, or arising from any act, omission or matter occurring, prior to the date such successor succeeded to the interest of the Declarant.

Section 8. SECURITY. THE ASSOCIATION OR THE DECLARANT MAY, BUT SHALL NOT BE REQUIRED TO, FROM TIME TO TIME, PROVIDE MEASURES OR TAKE ACTIONS WHICH DIRECTLY OR INDIRECTLY IMPROVE SAFETY ON THE CONDOMINIUM; HOWEVER, EACH OWNER, FOR HIMSELF OR HERSELF AND HIS OR HER TENANTS, GUESTS, LICENSEES, AND INVITEES, ACKNOWLEDGES AND AGREES THAT NEITHER THE ASSOCIATION NOR THE DECLARANT IS A PROVIDER OF SECURITY AND NEITHER PARTY SHALL HAVE

A DUTY TO PROVIDE SECURITY ON THE CONDOMINIUM. FURTHERMORE, THE ASSOCIATION DOES NOT GUARANTEE THAT NON-UNIT OWNERS AND NON-OCCUPANTS WILL NOT GAIN ACCESS TO THE PROPERTY AND COMMIT CRIMINAL ACTS ON THE PROPERTY NOR DOES THE ASSOCIATION GUARANTEE THAT CRIMINAL ACTS ON THE PROPERTY WILL NOT BE COMMITTED BY OTHER UNIT OWNERS OR OCCUPANTS. IT SHALL BE THE RESPONSIBILITY OF EACH OWNER TO PROTECT HIS OR HER PERSON AND PROPERTY AND ALL RESPONSIBILITY TO PROVIDE SUCH SECURITY SHALL LIE SOLELY WITH EACH UNIT OWNER. NEITHER DECLARANT NOR THE ASSOCIATION SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SAFETY MEASURES UNDERTAKEN.

Section 9. Dispute Resolution. Prior to filing a lawsuit against the Association, the Board, or any officer, director, or property manager of the Association, a Unit Owner or Occupant must request and attend a hearing with the Board of Directors. Any such request shall be in writing and shall be personally delivered to any member of the Board of Directors or the property manager, if any, of the Association. The Owner or Occupant shall, in such request and at the hearing, make a good faith effort to explain the grievance to the Board and resolve the dispute in an amicable fashion, and shall give the Board a reasonable opportunity to address the Owner's or Occupant's grievance before filing suit. Upon receiving a request for a hearing, the Board shall give notice of the date, time and place of the hearing to the person requesting the hearing. The Board shall schedule this hearing for a date not less than seven (7) nor more than twenty-one (21) days from the date of receipt of the request.

Section 10. Unit Keys. Each Owner, by acceptance of a deed to a Unit, agrees to provide the Association with a key to the Unit and the security alarm code, if any, to be used by the Association for maintenance, emergency, security or safety purposes as provided in this Declaration. Neither the Declarant nor the Association shall be liable for any loss or damage due to its holding such key, or use of such key for the purposes described above and each Unit Owner shall indemnify and hold harmless the Declarant, the Association and its officers and directors against any and all expenses, including attorney's fees, reasonably incurred by or imposed upon the Declarant, the Association or its officers or directors in connection with any action, suit, or other proceeding (including settlement of any such action, suit or proceeding) brought by the Unit Owner or the Unit Owner's family, tenants, guests, employees, invitees, or licensees against the Declarant, the Association, its officers or directors arising out of or relating to its holding or use of such key for the purposes described above.

Section 11. Right of Action. All Owners hereby acknowledge and agree that the Association shall not be entitled to institute any legal action against anyone on behalf of any or all of the Owners which is based on any alleged defect in any Unit or the Common Elements, or any damage allegedly sustained by any Owner by reason thereof, but rather, that all such actions shall be instituted by the Person(s) owning such Units or served by such Common Elements or allegedly sustaining such damage. Notwithstanding the above, once the Declarant no longer has the right to appoint and remove directors and officers, as set forth in Article III, Section 2 of the Bylaws, the Association Board of Directors may negotiate the resolution of any alleged defect(s) in the Common Elements and Area of Common Responsibility on behalf of the Unit Owners and shall

have the right and authority to settle and release on behalf of any and all of the Unit Owners claims, causes of action, damages and suits involving the same. Any such settlement and release shall bind all Unit Owners and their successors and assigns.

Section 12. Easements in Favor of Additional Property Owner. There is reserved to Declarant and its successors and assigns, including any purchaser of the Additional Property, a non-exclusive easement upon, across, above and under all Property within the Condominium (including the Common Elements and Limited Common Elements) for purposes of developing the Additional Property whether or not it is developed as part of the Condominium. In accordance therewith and until such time as Declarant or its successors record an amendment to the Declaration effecting the submission of the Additional Property (which is not required), then it shall be expressly permissible for Declarant and its successors and assigns to maintain and carry on, upon such portion of the Condominium as Declarant may deem necessary, such facilities and activities as in the sole opinion of Declarant may be required, convenient or incidental to Declarant's developing the Additional Property whether or not it is developed as part of the Condominium including, but without limitation, the following:

(a) the right of access, ingress and egress for vehicular and pedestrian traffic over, under, on or in the Condominium;

(b) the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain and repair any device which provides utility or similar services, including, without limitation, electrical, telephone, natural gas, water, sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Condominium.

(c) the right to carry on sales and promotional activities in the community and the right to construct and operate business offices, signs, construction trailers, residences, model Units and sales offices. Declarant may use residences, offices or other Units owned or used by Declarant as model Units and sales offices.


Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at his or her sole expense. This Section shall not be amended without the Declarant's or Declarant's successor's express written consent, so long as any portion of the Additional Property has not been submitted to the Condominium.

[SIGNATURES ON FOLLOWING PAGE]

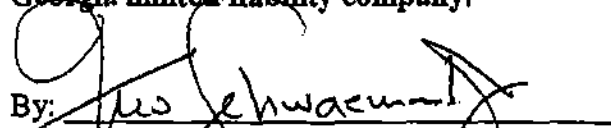
IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed by its duly authorized representatives, the day and year above set forth.

Signed, sealed and delivered
in the presence of:

**BENCHMARK/SNAPPINGER, LLC, a
Georgia limited liability company.**


Witness


Notary Public

By: 
Fred J. Schwaemmle, Jr., Manager

By: 
Ralph Buck Davis, Manager

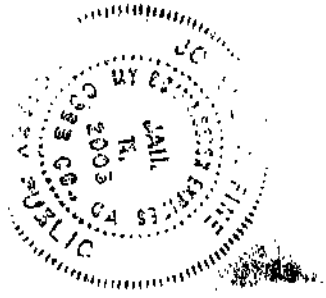


Exhibit "A"**Legal Description
Submitted Property**

All that tract or parcel of land lying and being in Land Lots 97 and 128 of the 15th District and Land Lot 9 of the 16th District, DeKalb County, Georgia and being shown on that certain plat entitled "Dedication Plat for Snapfinger Manor," prepared by Seiler & Associates, Inc., Keith Seiler, Ga. R.L.S. No. 2388, dated July 29, 2002, last revised August 8, 2002, recorded in Plat Book 129, page 112, DeKalb County, Georgia records, **LESS AND EXCEPT** Lots 1 through and inclusive of 32, as shown on said plat.

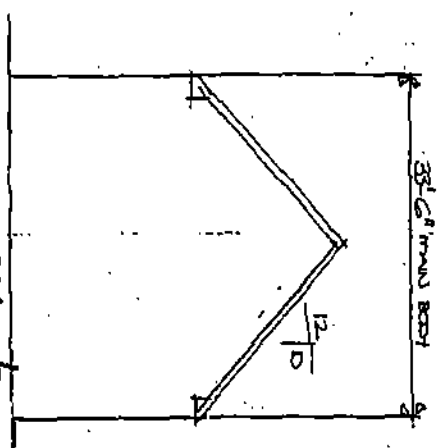
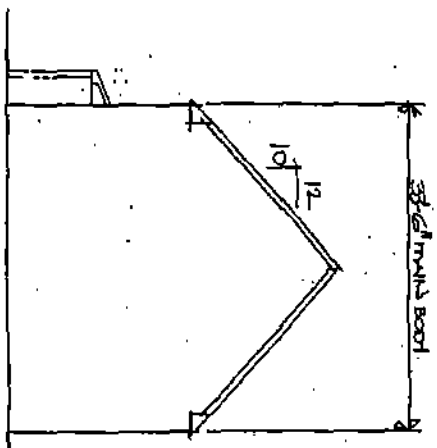
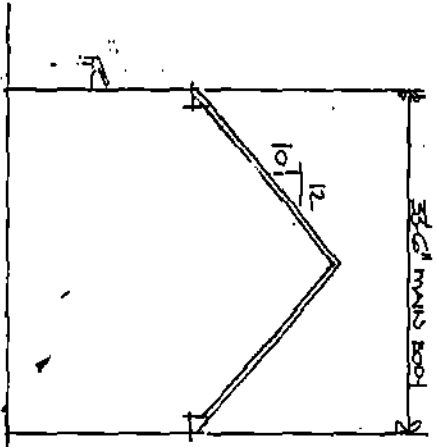
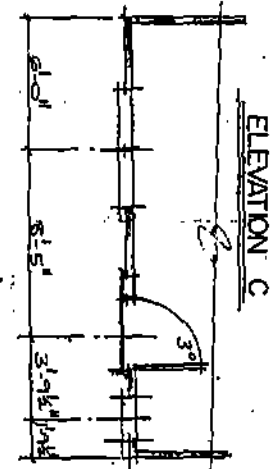
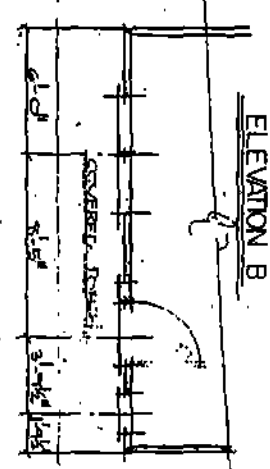
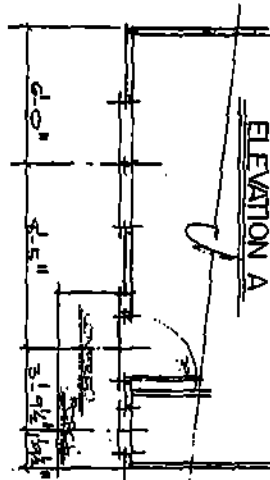
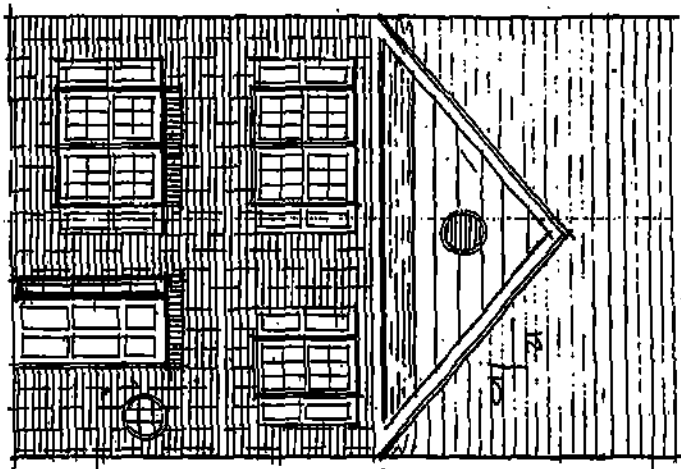
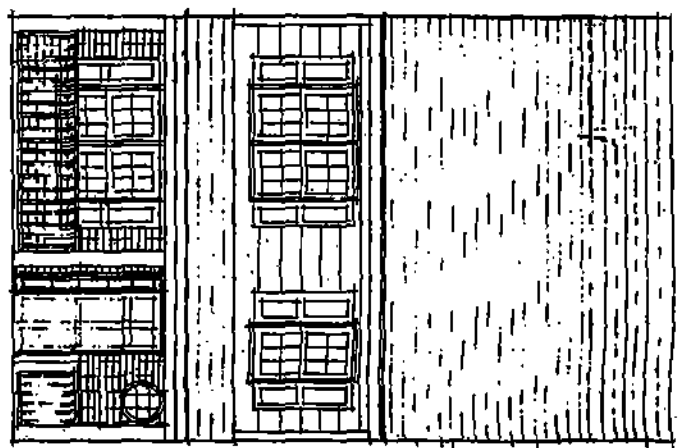
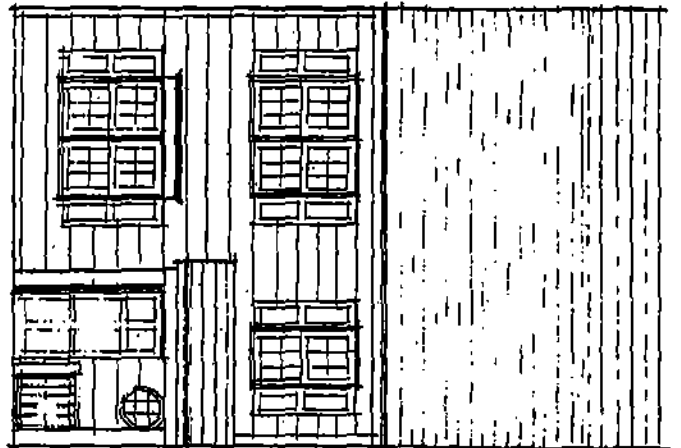
Exhibit "B"
Legal Description

Additional Property

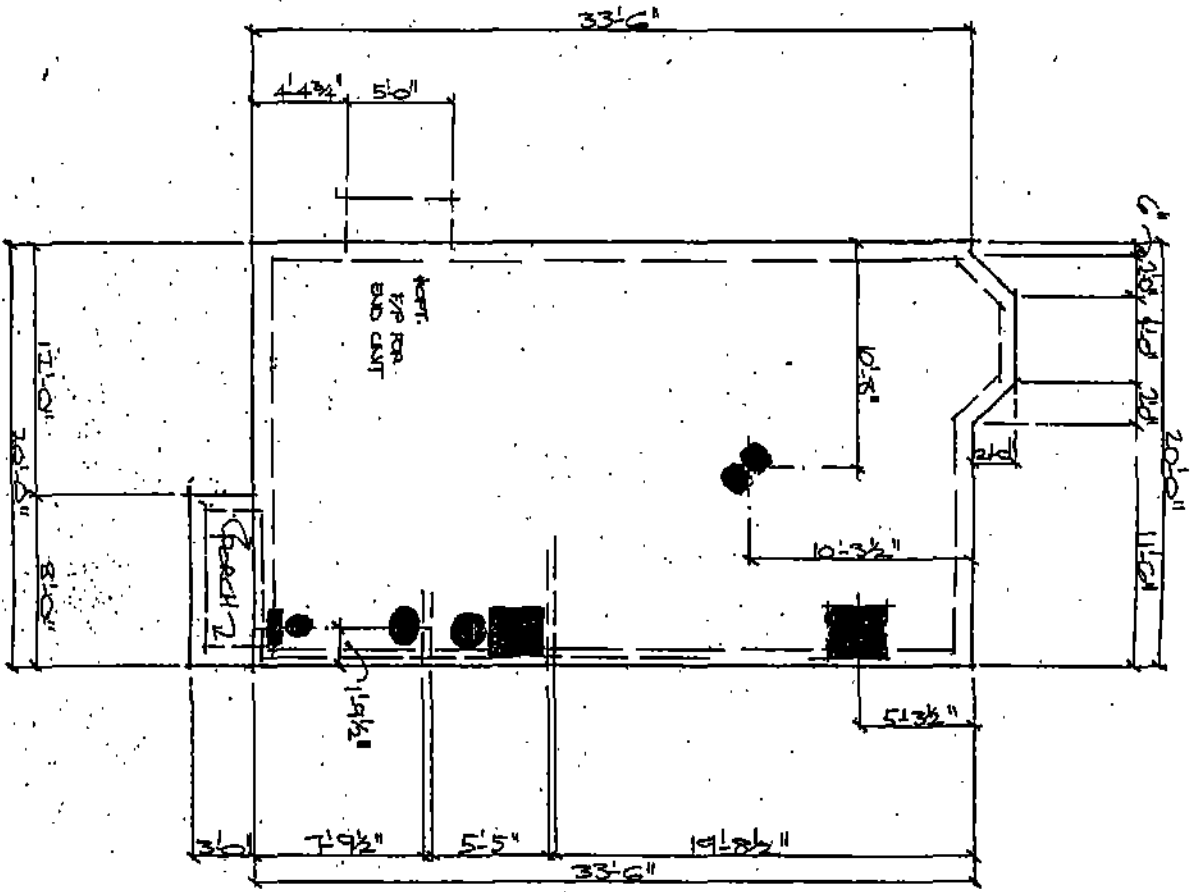
All that tract or parcel of land lying and being in Land Lots 97 and 128 of the 15th District and Land Lot 9 of the 16th District, DeKalb County, Georgia and being shown as Lots 1 through and inclusive of Lot 32 on that certain plat entitled "Dedication Plat for Snapfinger Manor," prepared by Seiler & Associates, Inc., Keith Seiler, Ga. R.L.S. No. 2388, dated July 29, 2002, last revised August 8, 2002, recorded in Plat Book 129, page 112, DeKalb County, Georgia records,

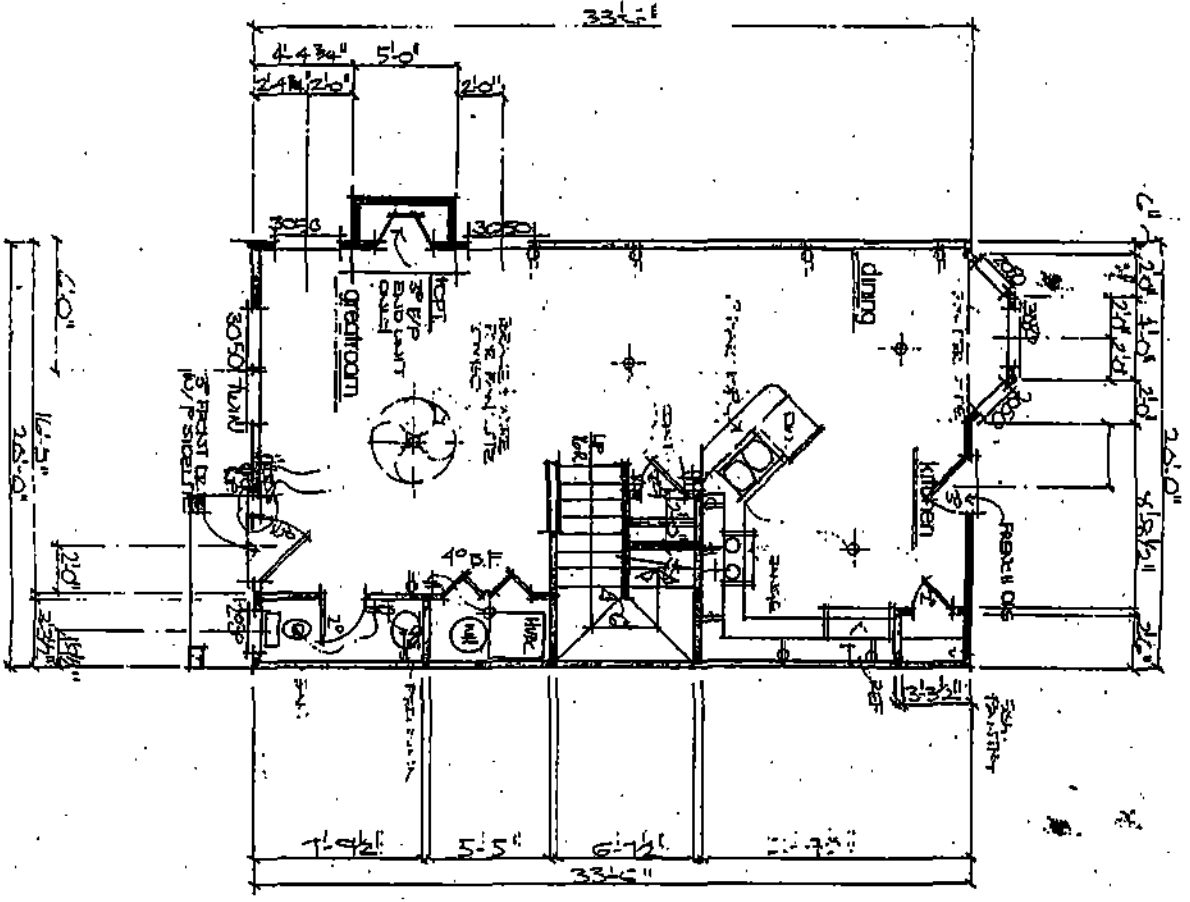
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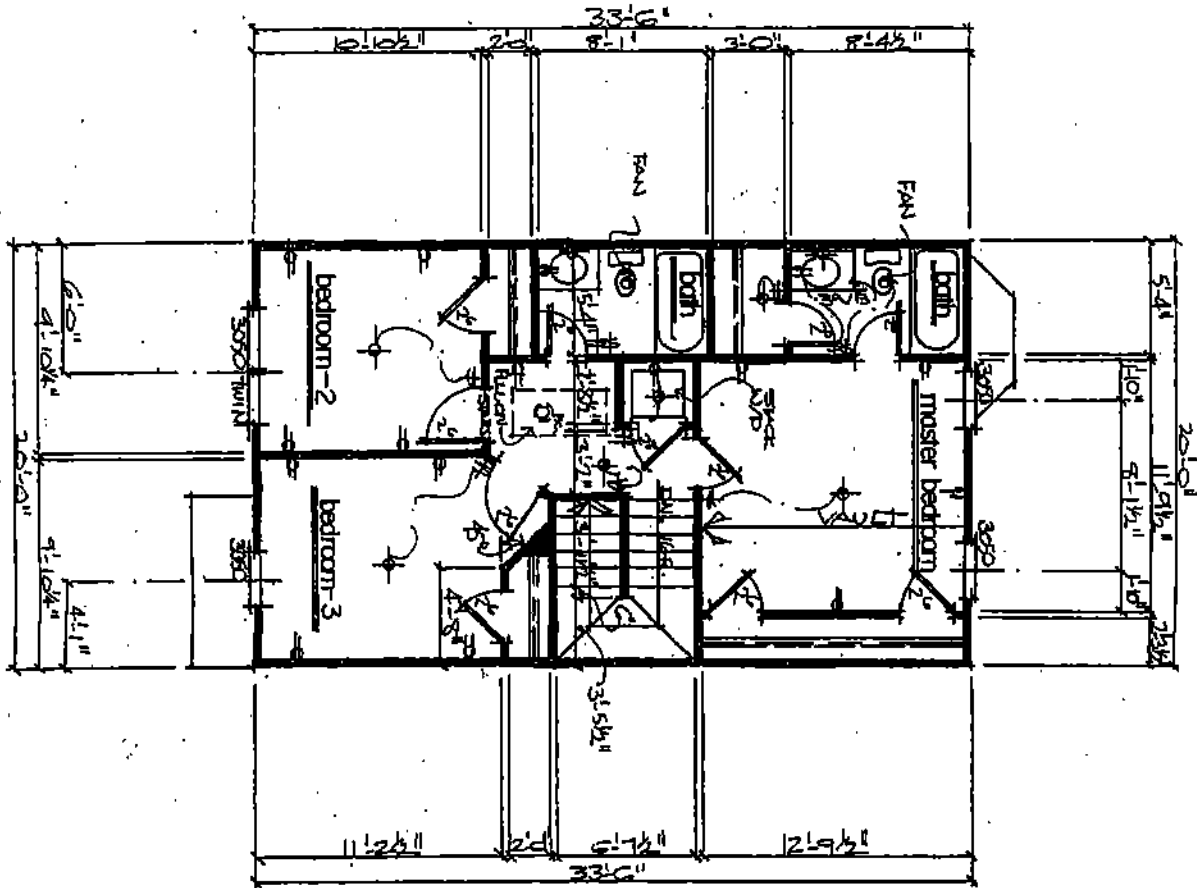
Floor Plans

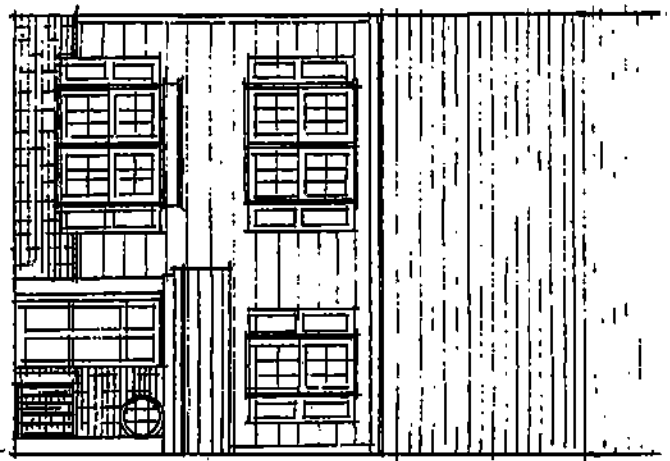
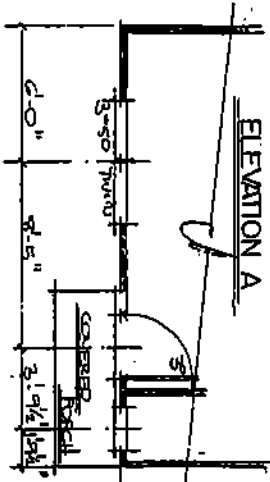
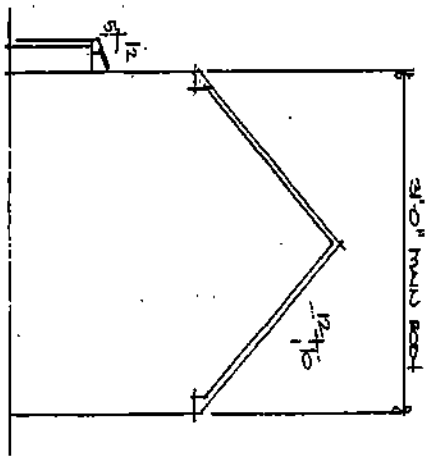


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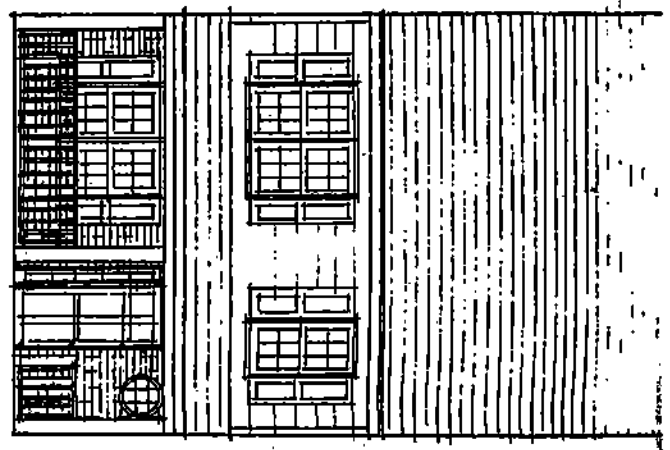
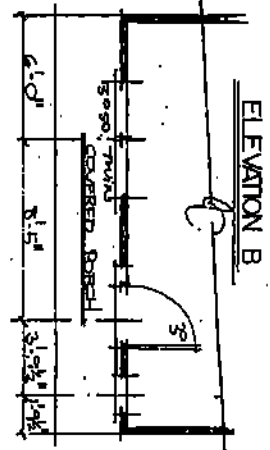
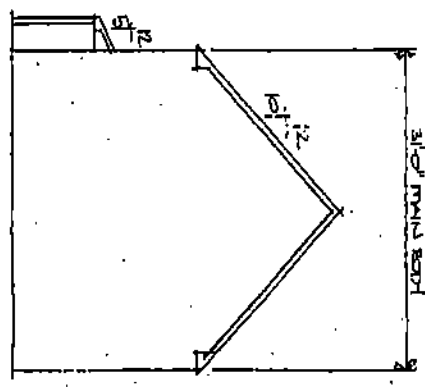




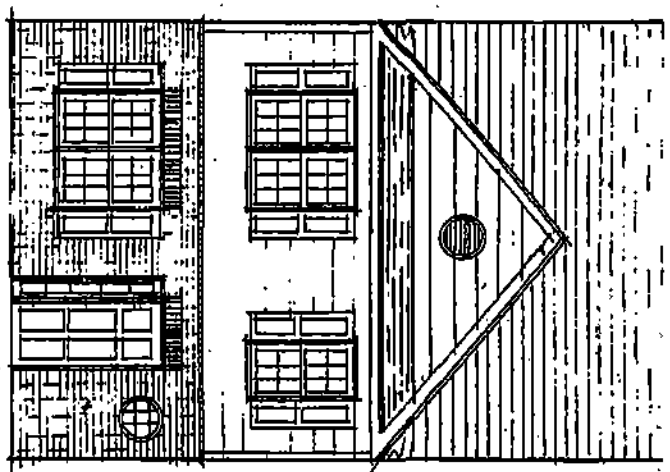
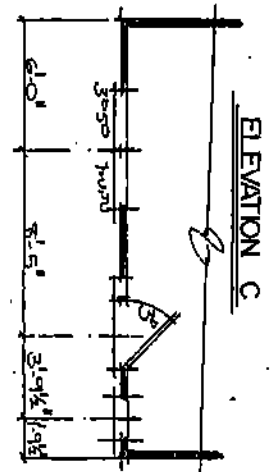
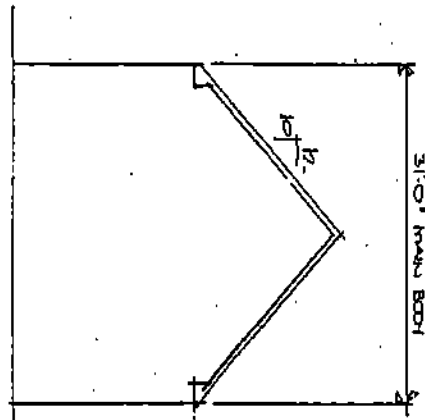




ELEVATION A

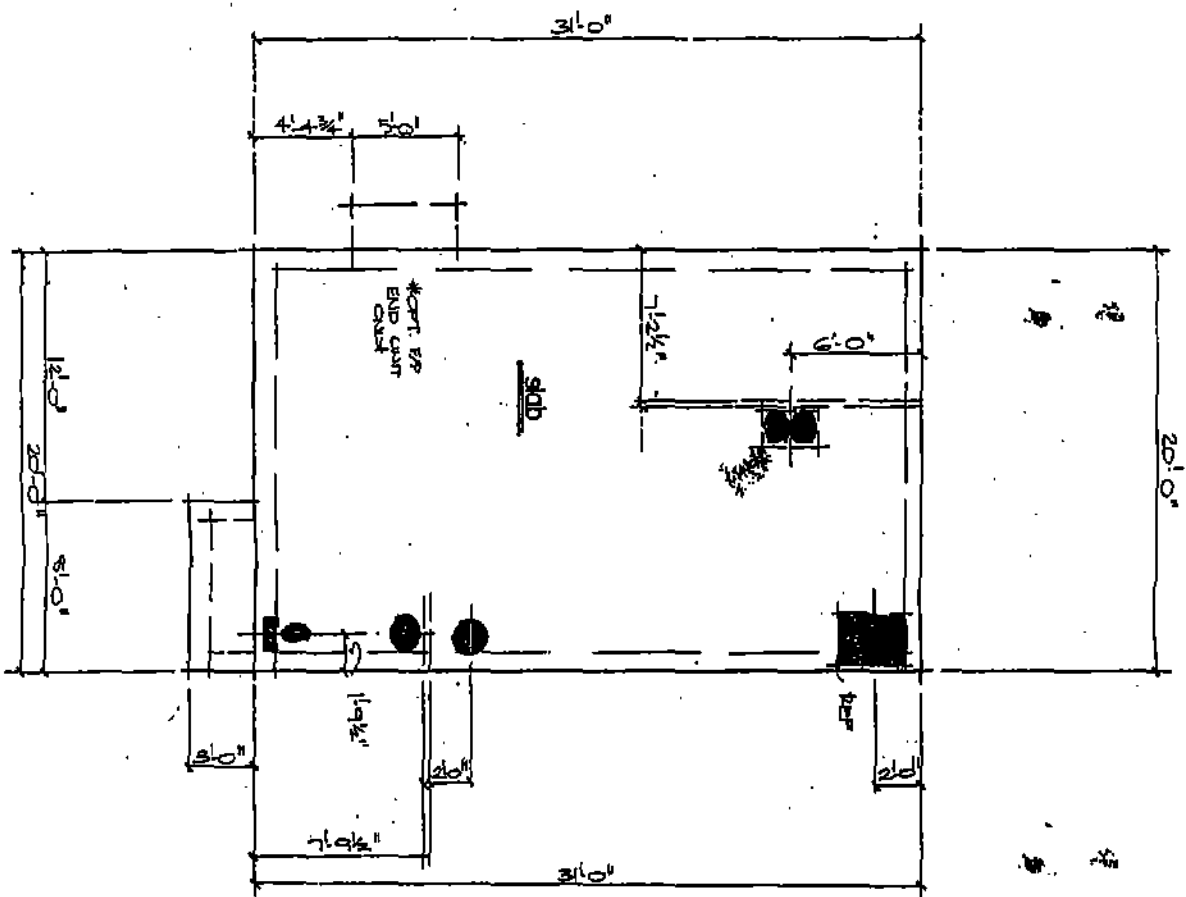


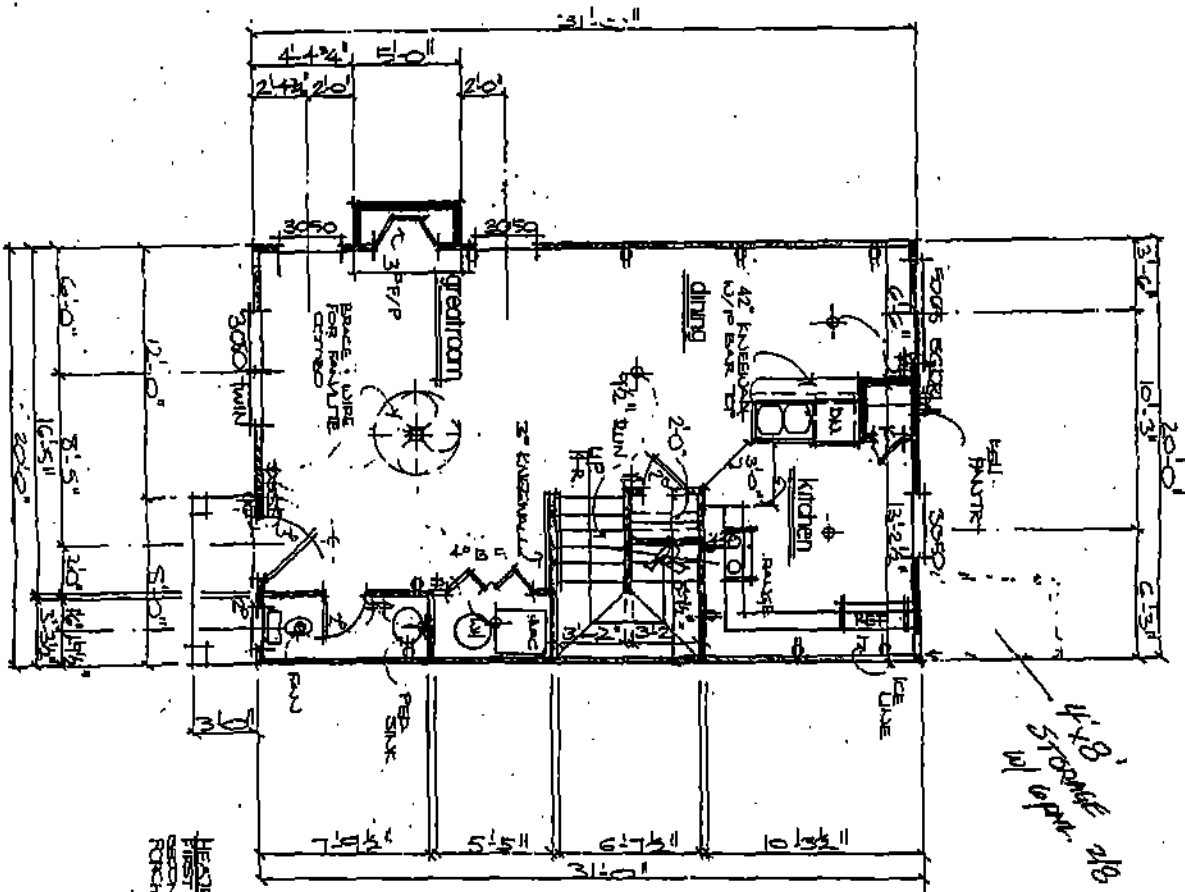
ELEVATION B



ELEVATION C

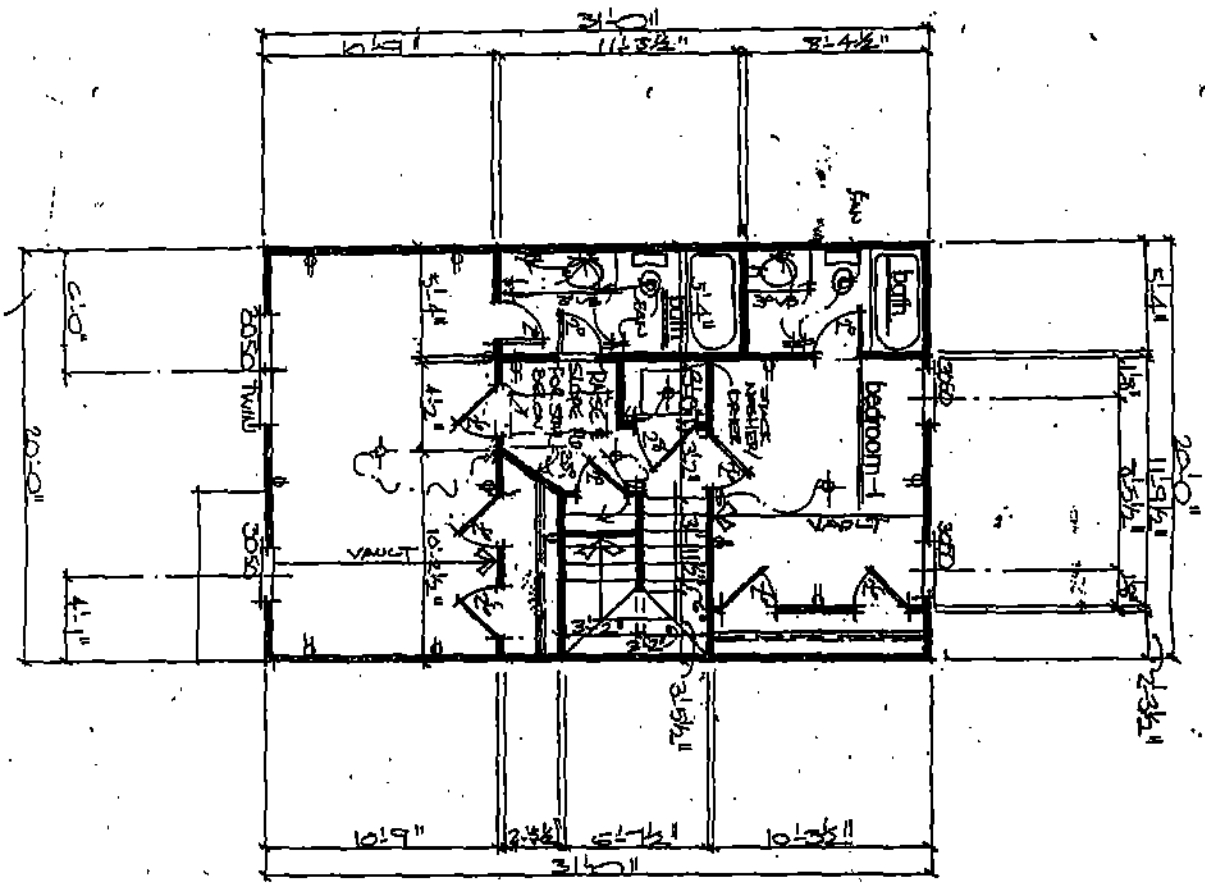
1340





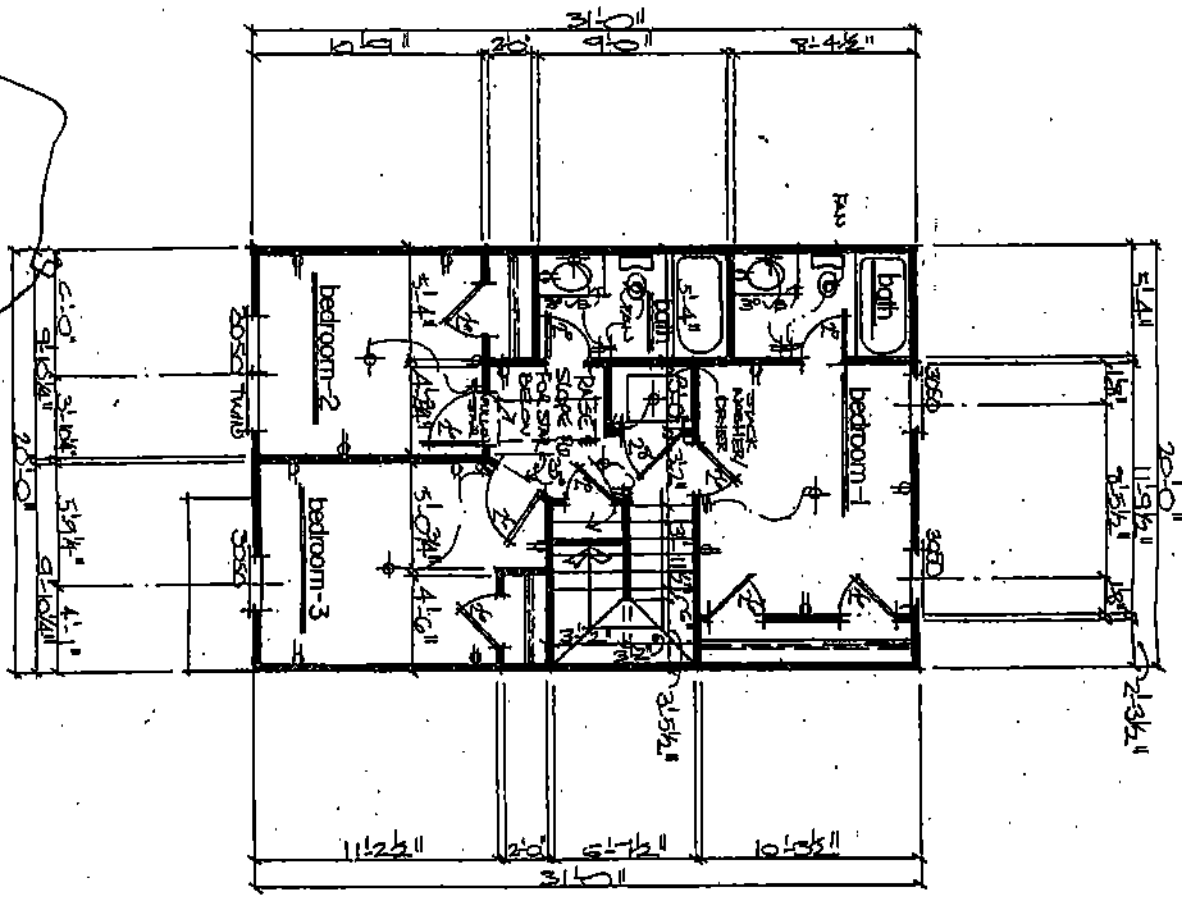
HEADED STAIRS
 DOWN TO
 COMMON FLOOR
 FROM
 PORCH

11'8" WIDE
 STAIRS
 219



SECOND FLR. W/2 MASTER SUITS

1 1/2" = 1'-0" (Scale)



(OPT. 2ND FLR. PLAN)

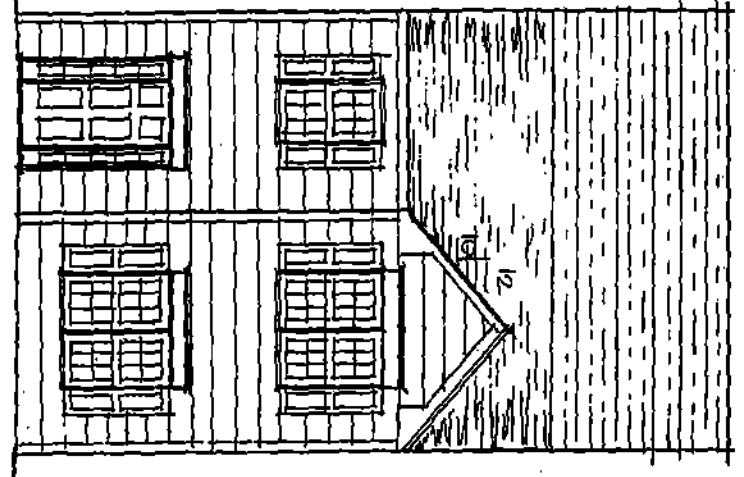
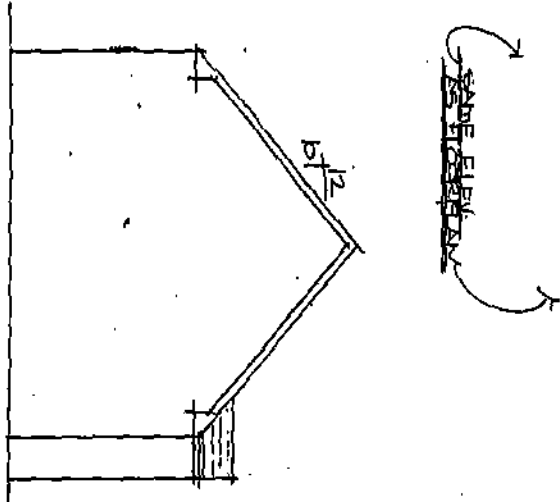
30'-0" UNIT 3-BEDROOM

ALL PLANS HAVE BEEN

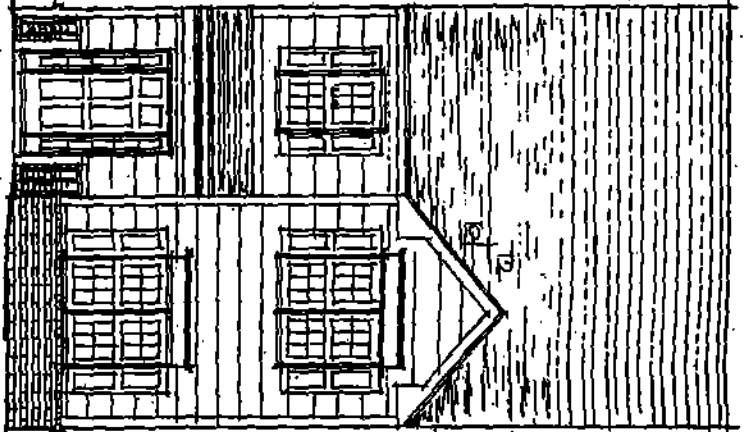
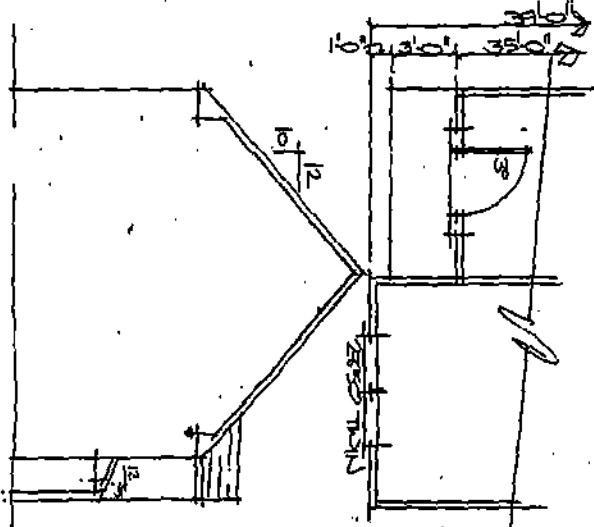
DATE:

REVISIONS:

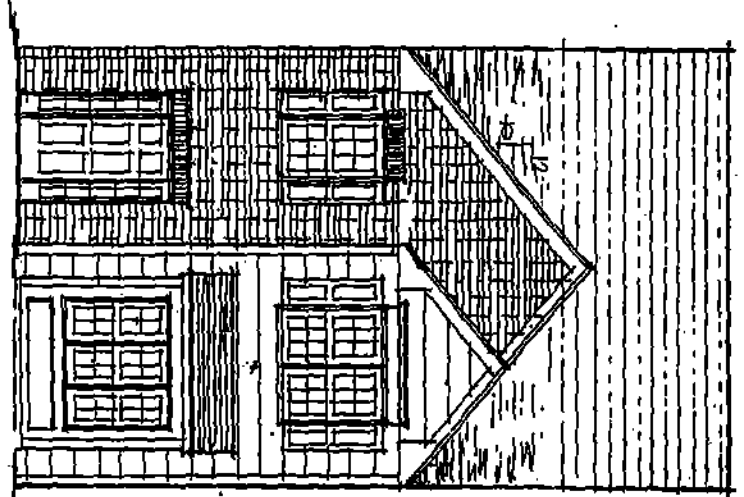
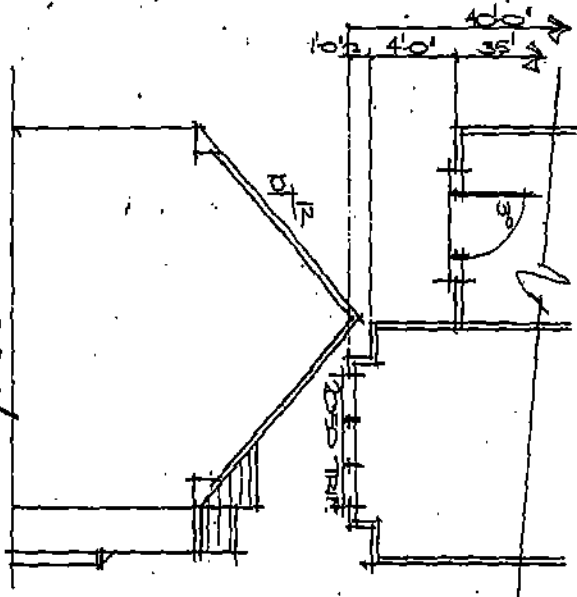
FRONT SIDE ELEV.



ELEV. 'A'

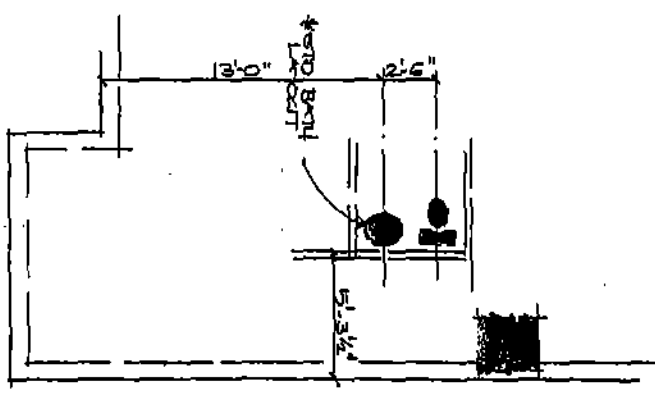
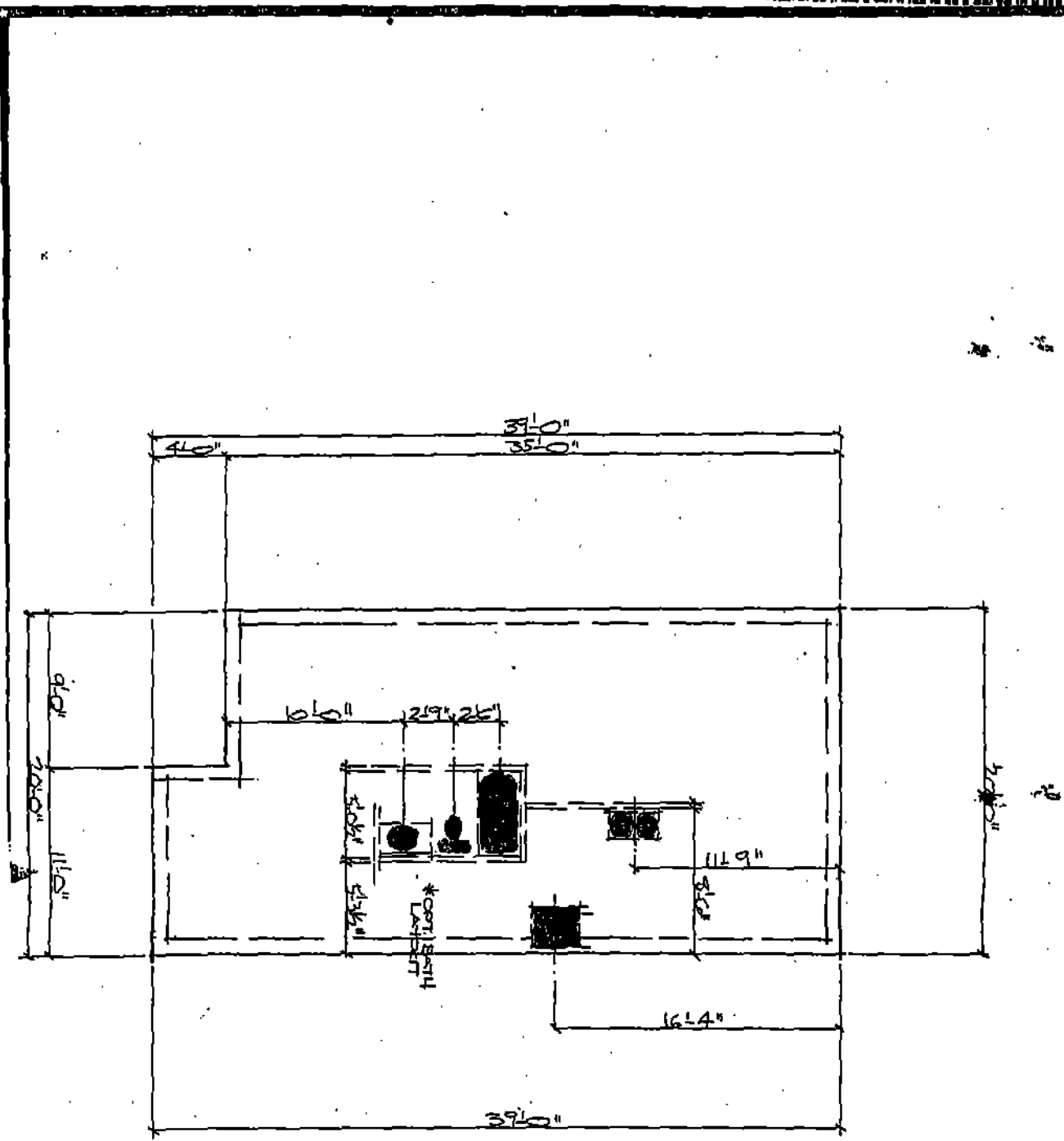


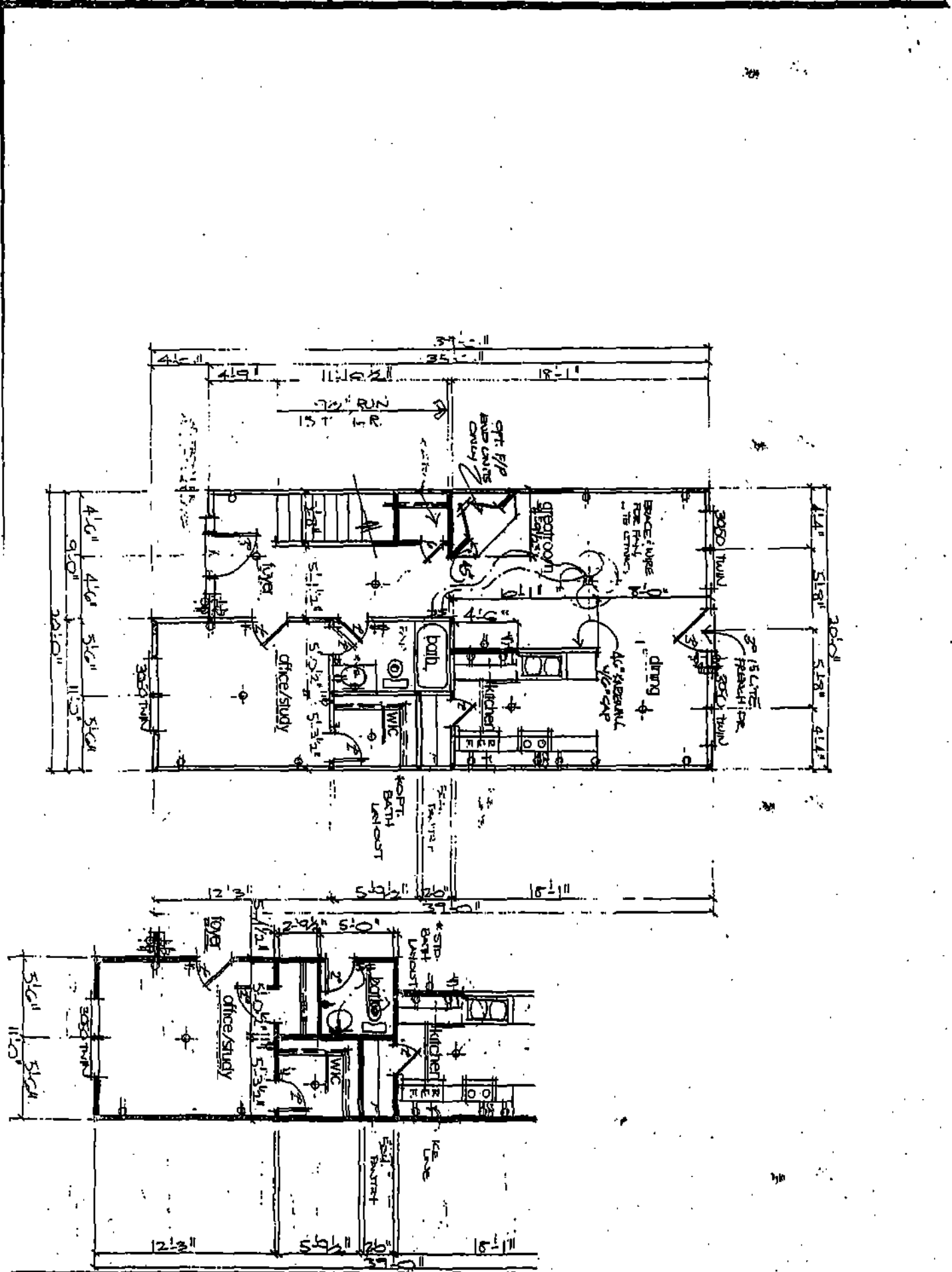
ELEV. 'B'



ELEV. 'C'

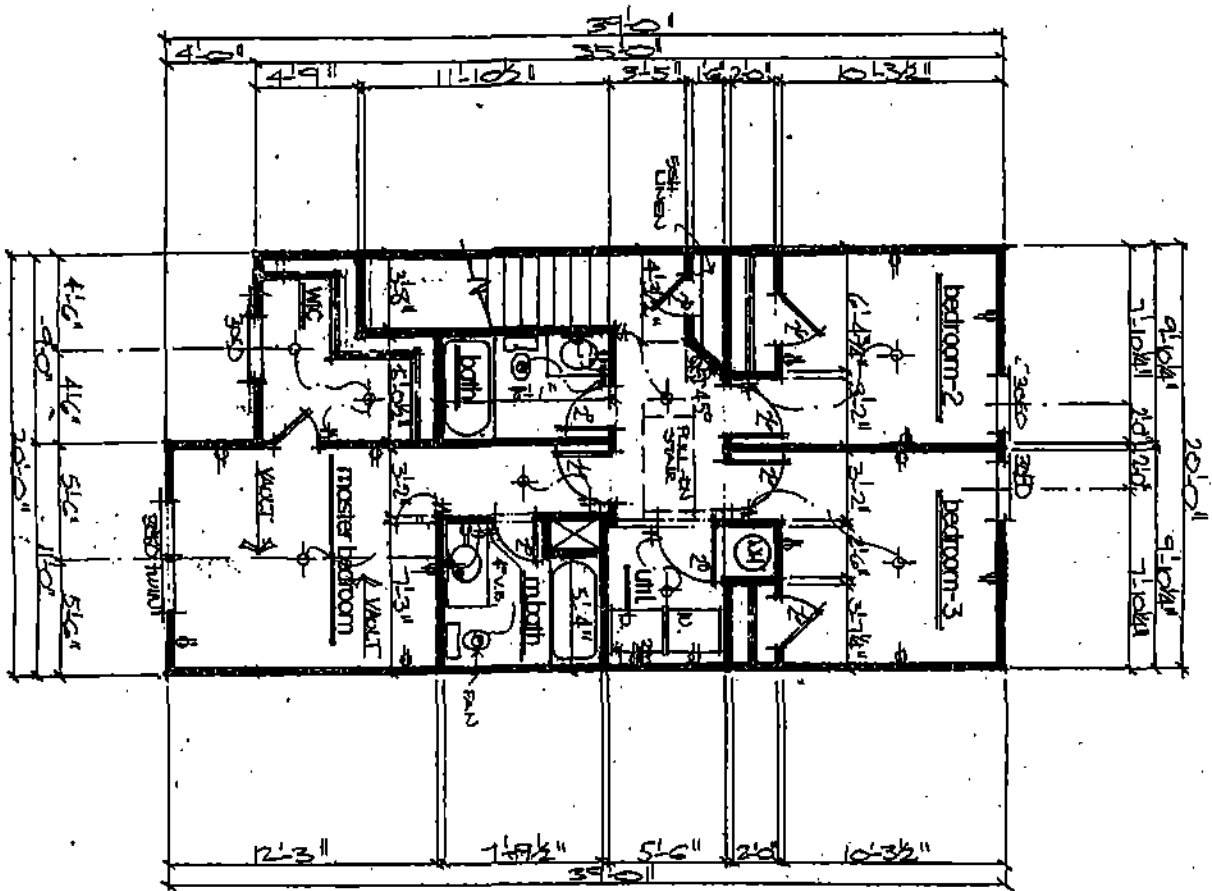
1488 #7





20'-0" UNIT 3-BED W/OFFICE

ALL PLANS HAVE BEEN DATE: REVISIONS:



20'-0" UNIT 3-BED W/OFFICE

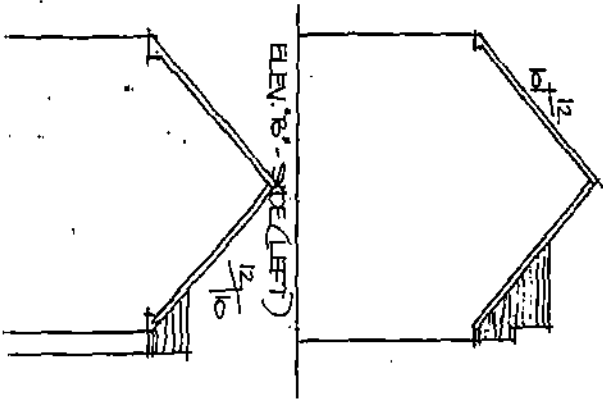
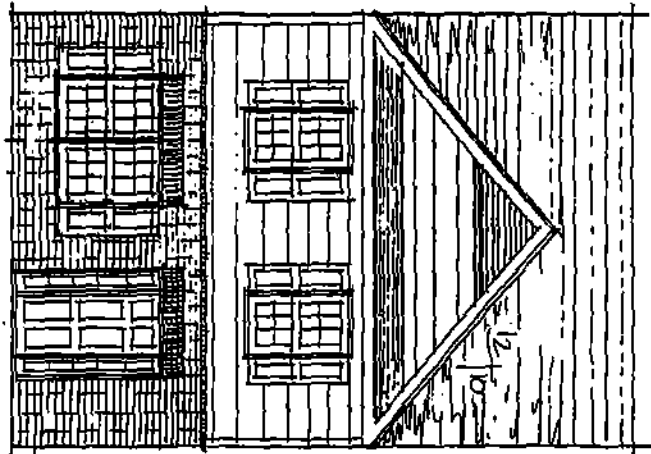
FRANK D. BATTLE

ALL PLANS HAVE BEEN
COPYRIGHTED © BY
FRANK D. BATTLE

DATE:
8-8-02

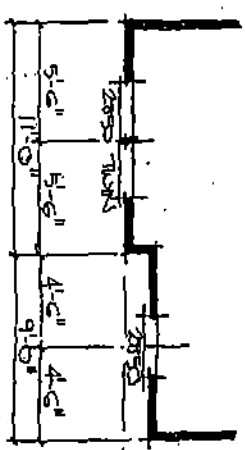
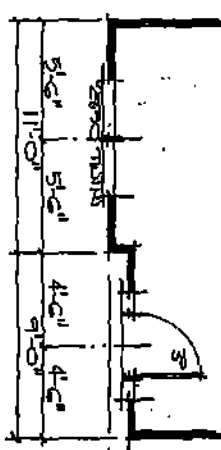
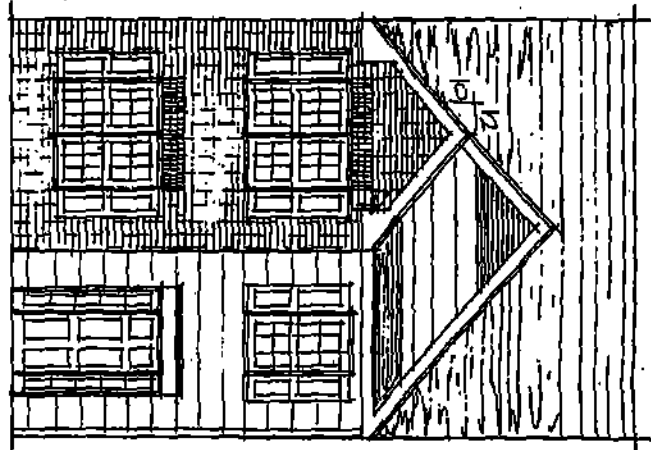
REVISION

ELEVATION A

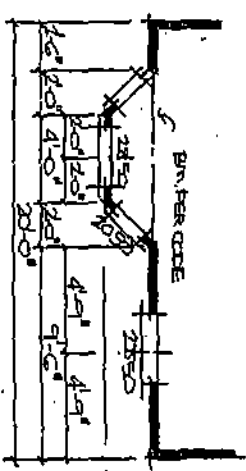
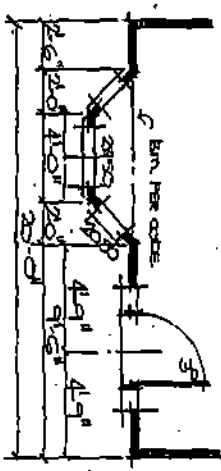
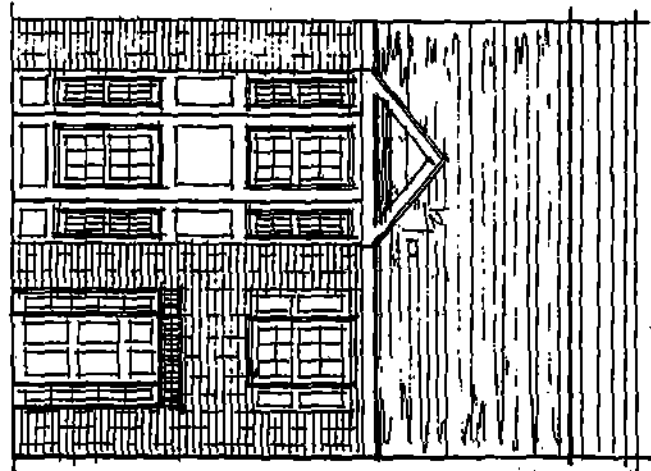


ELEV. 8'-SIDE (LEFT)

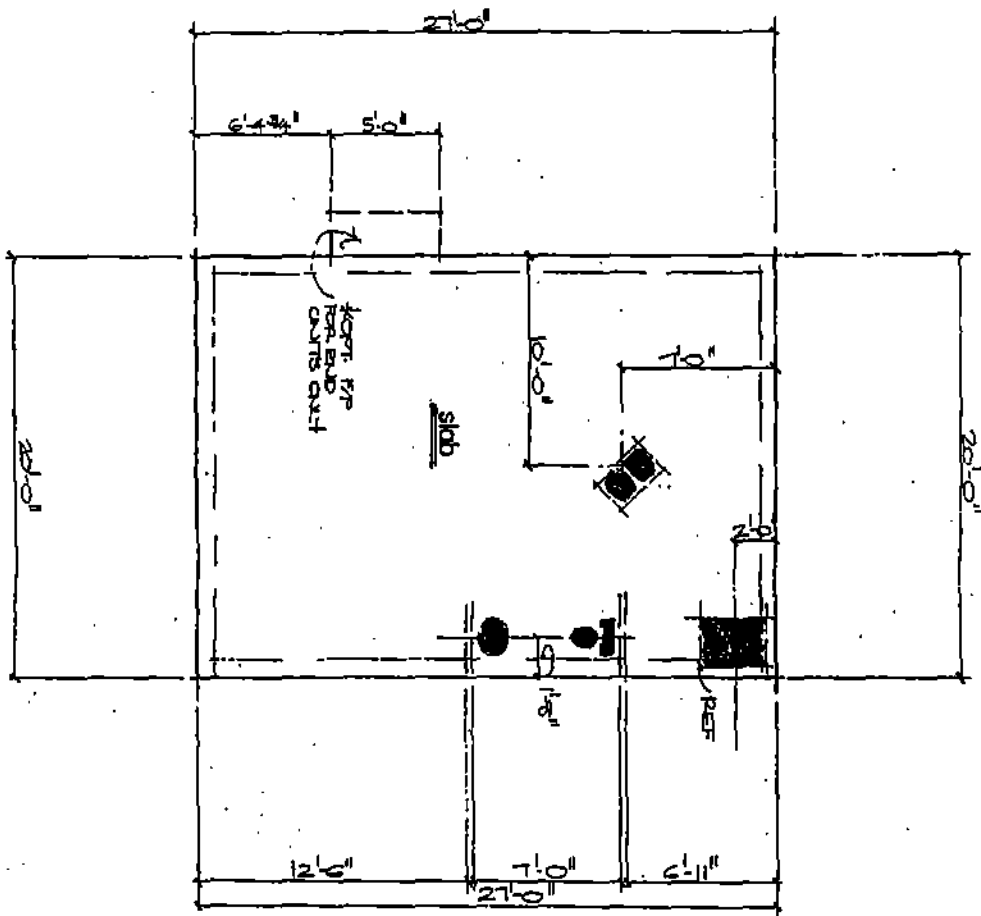
ELEVATION B



ELEVATION C



104377

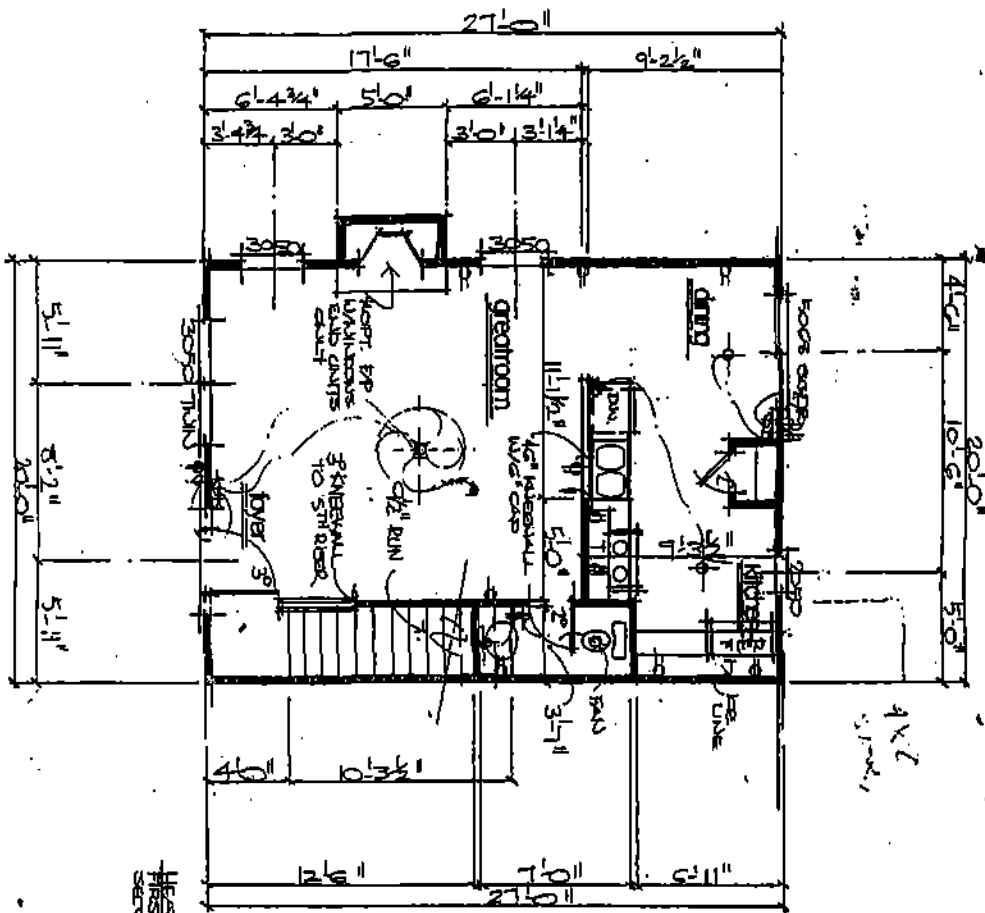


1. All work shall be in accordance with the approved plans.
2. The contractor shall be responsible for obtaining all necessary permits.
3. The contractor shall maintain access to all adjacent properties at all times.
4. The contractor shall be responsible for the safety of all workers and the public.
5. The contractor shall be responsible for the removal of all debris and materials.
6. The contractor shall be responsible for the protection of all existing utilities.
7. The contractor shall be responsible for the completion of all work within the specified time frame.
8. The contractor shall be responsible for the payment of all subcontractors and suppliers.
9. The contractor shall be responsible for the maintenance of all records and documents.
10. The contractor shall be responsible for the compliance with all applicable laws and regulations.
11. The contractor shall be responsible for the coordination of all work with the owner and other stakeholders.
12. The contractor shall be responsible for the quality of all work and materials.
13. The contractor shall be responsible for the safety of all workers and the public.
14. The contractor shall be responsible for the completion of all work within the specified time frame.
15. The contractor shall be responsible for the payment of all subcontractors and suppliers.
16. The contractor shall be responsible for the maintenance of all records and documents.
17. The contractor shall be responsible for the compliance with all applicable laws and regulations.
18. The contractor shall be responsible for the coordination of all work with the owner and other stakeholders.
19. The contractor shall be responsible for the quality of all work and materials.
20. The contractor shall be responsible for the safety of all workers and the public.

20'-0" UNIT SLAB PLAN
2 BEDROOM NO GARAGE

FRANK O. BATTLE

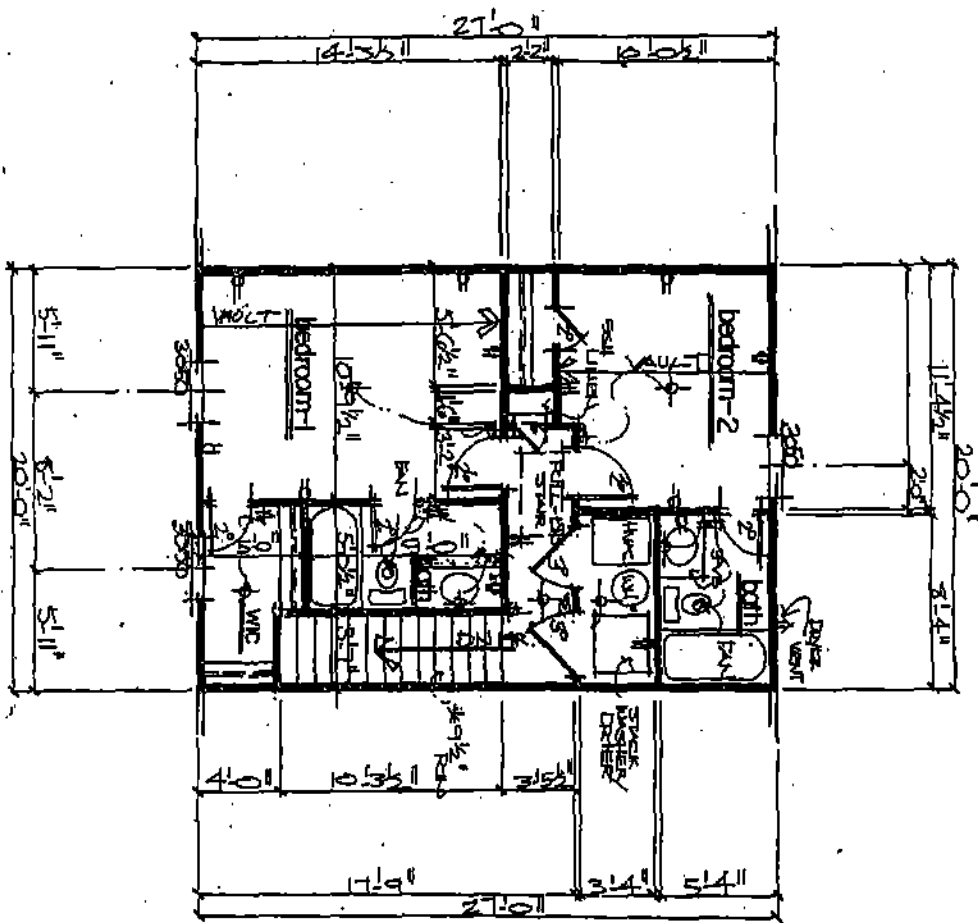
ALL PLANS HAVE BEEN
COPYRIGHTED © BY
FRANK O. BATTLE
DATE 8-8-00
REVISIONS



Handwritten notes and arrows pointing to specific areas of the plan, including '4x2 studs' and '3070 TUBS'.

REVISIONS 10/13
FIRST FLOOR
SECOND FLOOR

1. REVISIONS
2. REVISIONS
3. REVISIONS
4. REVISIONS
5. REVISIONS
6. REVISIONS
7. REVISIONS
8. REVISIONS
9. REVISIONS
10. REVISIONS



CERTIFICATION


I, the undersigned, do hereby certify THAT:

I am the duly appointed and acting Secretary of Snapfinger Manor Condominium Association, Inc., a Georgia corporation;

The foregoing Bylaws constitute the Bylaws of said Association, as duly adopted by the Board of Directors of the Association on the 1st day of November, 2002.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 1st day of November, 2002.

**SNAPPINGER MANOR CONDOMINIUM
ASSOCIATION, INC.**



Secretary

[CORPORATE SEAL]



EXHIBIT "D"

BYLAWS

OF

SNAPFINGER MANOR CONDOMINIUM ASSOCIATION, INC.

Miles, McGoff & Moore, LLC

Attorneys

4360 Chamblee Dunwoody Road, Suite 400
Atlanta, Georgia 30341
(770) 457-7000

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BYLAWS
OF
SNAPPINGER MANOR CONDOMINIUM ASSOCIATION, INC.

Article I
General

Section 1. Applicability. These Bylaws provide for the self-government of Snapfinger Manor Condominium Association, Inc., in accordance with the Georgia Condominium Act, the Articles of Incorporation filed with the Secretary of State and the Declaration of Condominium for Snapfinger Manor Condominium, recorded in the DeKalb County, Georgia land records ("Declaration").

Section 2. Name. The name of the corporation is Snapfinger Manor Condominium Association, Inc., ("Association").

Section 3. Definitions. The terms used herein shall have their generally accepted meanings or such meanings as are specified in Paragraph 2 of the Declaration.

Section 4. Membership. An Owner of a Unit shall automatically become a member of the Association upon taking title to the Unit and shall remain a member for the entire period of ownership. As may be more fully provided below, a spouse or a cohabitant of a member may exercise the powers and privileges of the member. If title to a Unit is held by more than one (1) Person, the membership shall be shared in the same proportion as the title, but there shall be only one (1) membership and one (1) vote per Unit. Membership does not include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. Membership shall be appurtenant to the Unit and shall be transferred automatically by conveyance of that Unit and may be transferred only in connection with the transfer of title.

Section 5. Entity Members. In the event an Owner is a corporation, limited liability company, partnership, trust, or other legal entity not being a natural person or persons, then any natural person who is an officer, director, or other designated agent of such corporation, partner of such partnership, beneficiary or other designated agent of such trust, manager of a limited liability company or representative of such other legal entity shall be eligible to represent such entity or entities in the affairs of the Association. Such person's relationship with the Association shall terminate automatically upon the termination of such person's relationship with the entity or entities which are the Owner, and termination of the person's relationship with the Association will create a vacancy in any elected or appointed position within the Association in which such person may have been serving and such vacancy will be filled in accordance with these Bylaws.

Section 6. Voting. Each Unit shall be entitled to one equal vote, which vote may be cast by the Owner, the Owner's spouse, the cohabitant of the Owner, or by a lawful proxy as provided below. When more than one (1) Person owns a Unit, the vote for such Unit shall be exercised as they determine between or among themselves, but in no event shall more than one (1) vote be cast with respect to any Unit. If only one (1) co-owner attempts to cast the vote for a Unit, it shall be conclusively presumed that such co-owner is authorized on behalf of all co-owners to cast the vote for such Unit. In the event of disagreement between or among co-owners and an attempt by two (2) or more of them to cast such vote or votes, such Persons shall not be recognized and such vote or votes shall not be counted. No Owner shall

be eligible to vote, either in person or by proxy, 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 Bylaws, or any rule of the Association. If the voting rights of an Owner have been suspended, that Owner shall not be counted as an eligible vote for purposes of establishing a Majority or a quorum.

Section 7. Majority. As used in these Bylaws, the term "majority" shall mean those votes, Owners, or other group as the context may indicate totaling more than fifty percent (50%) of the total number of eligible votes, Owners, or other group, respectively. Unless otherwise specifically stated, the words "majority vote" mean more than fifty percent (50%) of those voting in person or by proxy. Except as otherwise specifically provided in the Declaration or these Bylaws, all decisions shall be by majority vote.

Section 8. 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 pursuant to the Act, the Georgia Nonprofit Corporation Code and the Declaration. Except as to those matters which the Act, the Declaration or the Georgia Nonprofit Corporation Code specifically require to be performed by the vote of the Association membership, the administration of the foregoing responsibilities shall be performed by the Board of Directors as more particularly set forth below.

Article II Meetings of Members

Section 1. Annual Meetings. The regular annual meeting of the members shall be held during the fourth quarter of each year with the date, hour, and place to be set by the Board of Directors. No annual meeting of the Association shall be set on a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called for any purpose at any time by the President or Secretary, by request of any two (2) members of the Board of Directors, or upon written petition of Owners holding at least fifteen percent (15%) of the total eligible Association vote. Any such written petition by the members must be submitted to the Association's Secretary. The Secretary shall then verify that the required number of members have joined in the petition and shall submit all proper petitions to the Association's President. The President shall then promptly call a special meeting for the purpose stated in the petition setting the date, time and location of the meeting (which is not required to be the date, time or location requested in any petition submitted to the Association), and the Secretary shall send notice of the meeting in accordance with these Bylaws. Any special meeting called pursuant to written petition shall be set within thirty (30) days of the date of the petition.

Section 3. Notice of Meetings. It shall be the duty of the Secretary to mail or deliver to each Owner of Units of record or to the Units a notice of each annual or special meeting of the Association at least twenty-one (21) days prior to each annual meeting and at least seven (7) days prior to each special meeting. The notice shall state the purpose of any special meeting, as well as the time and place where it is to be held. The notice of an annual meeting shall state the time and place of the meeting. 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 proper 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 represented 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 at such meeting unless objection to lack of notice is raised before the business, of which proper notice was not given, is put to a vote.

Section 5. Quorum. Except as may be provided elsewhere, the presence of Owners, in person or by proxy, entitled to cast one-third (1/3) of the eligible votes of the Association shall constitute a quorum. Once a quorum is established for a meeting, it shall conclusively be presumed to exist until the meeting is adjourned and shall not need to be reestablished. Owners whose voting rights have been suspended pursuant to the Declaration or these Bylaws shall not be counted as eligible votes toward the quorum requirement.

Section 6. Adjournment. Any meeting of the Owners may be adjourned from time to time for periods not exceeding ten (10) days by vote of the Owners holding the Majority of the votes represented at such meeting, regardless of whether a quorum is present. Any business which could be transacted properly at the original session of the meeting may be transacted at a reconvened session, and no additional notice of such reconvened 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 signed, dated, and filed with the Secretary prior to the opening of the meeting for which it is to be used. Proxies may be delivered to the Board by personal delivery, U.S. mail or facsimile transmission to any Board member or the property manager. Proxies may be revoked only by written notice delivered to the Association, except that: (a) the presence in person by the giver of a proxy at a meeting for which the proxy is given shall automatically invalidate the proxy for that meeting; and (b) a later dated proxy shall automatically be deemed to invalidate any previously given proxy. A proxy holder may not appoint a substitute proxy holder unless expressly authorized to do so in the proxy.

Section 8. Action Taken Without a Meeting. In the Board's discretion, any action that may be taken by the Association members at any annual, regular, or special meeting may be taken without a meeting if the Board delivers a written consent form or written ballot to every member entitled to vote on the matter.

(a) Ballot. A written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

All solicitations for votes by written ballot shall: (1) indicate the number of responses needed to meet the quorum requirements; (2) state the percentage of approvals necessary to approve each matter other than election of directors; and (3) specify the time by which a ballot must be received by the Board in order to be counted. A written ballot may not be revoked. The Association shall maintain such ballots in its file for at least three (3) years.

Section 4. Removal of Members of the Board of Directors. At any annual or special meeting of the Association duly called, any one or more Board members, except for directors appointed by Declarant hereunder, may be removed with or without cause by a Majority of the members of the Association entitled to elect said director and a successor may then and there be elected to fill the vacancy thus created. Further, any director who is more than sixty (60) days past due in the payment of any assessment or charge shall be automatically removed from the Board of Directors, even if the director subsequently pays the amount owed, and the vacancy shall be filled as provided in Section 5 below. Any director who has had three (3) consecutive unexcused absences from regularly scheduled Board meetings may be removed by the vote of a Majority of the other directors. Any director whose removal has been proposed shall be given at least ten (10) days notice of the calling of the meeting to consider his or her removal and the purpose thereof and shall be given an opportunity to be heard at the meeting.

Section 5. Vacancies. Vacancies in the Board caused by any reason, except the removal of a director by vote of the membership or by Declarant, shall be filled by a vote of the Majority of the remaining directors, even though less than a quorum, at any meeting of the Board of Directors. The successor so selected shall hold office for the remainder of the term of the director being replaced. Notwithstanding anything to the contrary herein, any director who is an officer, director or other designated agent of an entity member and whose position becomes vacant for any reason, may be replaced by the entity who is the Owner unless there has been a transfer of ownership of the Unit, in which case, the vacancy shall be filled by the remaining directors, even if less than a quorum at any meeting of the directors.

Section 6. Compensation. Directors shall not be compensated for services as such unless and only to the extent that compensation is authorized by a Majority vote of the members. Directors may be reimbursed for the expenses incurred in carrying out their duties as directors upon approval of such expenses by the Board of Directors.

Section 7. Director Conflicts of Interest. Nothing herein shall prohibit a director from entering into a contract and being compensated for services or supplies furnished to the Association in a capacity other than as director, provided that the director's interest is disclosed to the Board and the contract is approved by a Majority of the directors who are at a meeting of the Board of Directors at which a quorum is present, excluding the director with whom the contract is made. The interested director shall not count for purposes of establishing a quorum of the Board. The interested director shall be entitled to be present at any meeting at which the proposed contract is discussed but shall not be entitled to discuss the proposed contract during the discussion. Notwithstanding anything herein, the directors, during the period of Declarant control, shall be authorized on behalf of the Association to enter into contracts with the Declarant and its affiliates as set forth in Paragraph 19(h) of the Declaration.

Section 8. Nomination. Nomination for election to the Board shall be made by a Nominating Committee which shall be appointed by the Board of Directors at least thirty (30) days prior to the annual meeting to serve a term of one (1) year and shall consist of at least one (1) Board member and at least two (2) other members of the Association who are not Board members. The members of the Nominating Committee shall be announced at the annual meeting. The Nominating Committee may nominate any number of qualified individuals, but not less than the number of directors to be elected. The nominations shall be made at least fourteen (14) days prior to the annual meeting. Nominations shall also be allowed from the floor at the meeting. Each candidate shall be given a reasonable opportunity to communicate his or her qualifications to the membership prior to the election. No member shall be nominated for election to the Board, nor permitted to run for election, if more than thirty (30) days past due in the payment of any

assessment. Failure to comply with this Section shall in no way invalidate the election of directors who were not nominated in accordance with the provisions hereof.

Section 9. Elections. All members of the Association eligible to vote shall be entitled to cast their entire vote for each directorship to be filled. There shall be no cumulative voting. The directorships for which elections are held shall be filled by that number of candidates receiving the most votes. Voting for election of Board members shall be by written ballot (unless dispensed by unanimous consent at such meeting at which such voting is conducted).

B. Meetings.

Section 1. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by the Board, but such meetings shall be held at least once every six (6) months. The newly elected Board shall meet within thirty (30) days after each annual meeting of the membership.

Section 2. Special Meetings. Special meetings of the Board may be called by the President on two (2) days notice to each director given by regular first class or electronic mail, in person, by telephone, or by facsimile transmission, which notice shall state the time, place, and purpose of the meeting. Special meetings of the Board shall be called by the President, Vice President, Secretary, or Treasurer in like manner and on like notice on the written request of at least two (2) directors.

Section 3. Waiver of Notice. Any director may, at any time, in writing, waive notice of any meeting of the Board, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall also constitute a waiver of notice by him or her of the time and place of such meeting. If all directors are present at any Board meeting, no notice shall be required and any business may be transacted at such meeting.

Section 4. 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. A Majority of directors shall constitute a quorum for the transaction of business. One or more directors who participate in a meeting by means of telephone or electronic communication shall be deemed present and in attendance for all purposes at such meeting, provided all persons participating in the meeting can hear each other.

Section 5. Open Meetings. All meetings of the Board shall be open to all members, but members other than directors may not participate in any discussion or deliberation unless expressly so authorized by the Board. Notwithstanding the above, the Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

Section 6. Action Without a Meeting. Any action by the Board required or permitted to be taken at any meeting may be taken without a meeting if a majority of the directors consent to such action in writing, sent via hand delivery, regular first class or electronic mail or facsimile. Such consents must describe the action taken and be signed by no fewer than a majority of the directors and such consents shall be filed with the minutes of the Board of Directors.

C. Powers and Duties.

Section 1. 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 Act, the Declaration, the Articles of Incorporation, or these Bylaws directed to be done and exercised exclusively by the members. In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to and shall be responsible for the following, in the way of explanation, but not limitation:

- (a) preparation and adoption of an annual budget, in which there shall be established the contribution of each Owner to the Common Expenses;
- (b) making assessments to defray the Common Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment;
- (c) providing for the operation, care, upkeep, and maintenance of all of the Area of Common Responsibility as defined in Paragraph 17 of the Declaration;
- (d) designating, hiring, and dismissing the personnel necessary for the operation of the Association and the maintenance, repair, and replacement of the Common Elements, Association property, and the Area of Common Responsibility and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;
- (e) collecting the assessments, depositing the proceeds thereof in a financial depository or institution which it shall approve, or otherwise investing the proceeds in accordance with any limitations set forth in O.C.G.A. §14-3-302, and using the proceeds to administer the Association;
- (f) making and amending rules and regulations and imposing sanctions for violation thereof, including, without limitation, monetary fines;
- (g) opening of bank or other financial accounts on behalf of the Association and designating the signatories required;
- (h) making or contracting for the making of repairs, additions, and improvements to, or alterations of the Common Elements in accordance with the other provisions of the Declaration and these Bylaws, after damage or destruction by fire or other casualty;
- (i) enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules and regulations adopted by it, and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;
- (j) obtaining and carrying insurance against casualties and liabilities, as provided in the Act and the Declaration, and paying the premium cost thereof;
- (k) paying the costs of all services rendered to the Association or its members and not directly chargeable to specific Owners;

(l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred; and

(m) contracting with any Person for the performance of various duties and functions. The Board shall have the power to enter into common management agreements with trusts, condominium associations, or other associations or corporations. Any and all functions of the Association shall be fully transferable by the Board, in whole or in part, to any other entity.

Section 2. Management Agent. The Association may, but shall not be required to, hire a professional management agent or agents, at a compensation established by the Board, to perform such duties and services as the Board of Directors shall authorize. The Board shall use reasonable efforts in any management contract to provide for termination of such contract by the Association with or without cause and without penalty, upon no more than thirty (30) days written notice. No management contract shall have a term in excess of one (1) year.

Section 3. Borrowing. Except as may be set forth in Paragraph 18 of the Declaration, the Board of Directors shall have the power to borrow money for the purpose of maintenance, repair, restoration, or improvement of the Common Elements and facilities, and for other purposes, with the approval of a Majority of the members of the Association.

Section 4. Liability and Indemnification of Officers, Directors and Committee Members. The Association shall indemnify every officer, director, and committee member (including directors, officers, and committee members appointed by Declarant during the period of Declarant control) against any and all expenses, including attorney's fees, reasonably incurred by or imposed upon such officer, director or committee member 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 or she may be made a party by reason of being or having been an officer, director or committee member, whether or not such person is an officer, director or committee member at the time such expenses are incurred subject to the limitations below. The officers, directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, or for injury or damage caused by any such officer, director or committee member in the performance of his or her duties, except for his or her own individual willful misfeasance or malfeasance. The Association in determining whether or not to indemnify a director, officer or committee member shall not impute knowledge to said director, officer or committee member from any source whatsoever; rather, any such determination shall be based on the actual knowledge of the director, officer or committee member. The officers, directors and committee members 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, directors and committee members may also be members of the Association), and the Association shall indemnify and forever hold each such officer, director or committee member 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, director or committee member or former officer or director may be entitled. The Association shall maintain, as a Common Expense, adequate general liability and, if obtainable, officers' and directors' liability insurance to fund this obligation, and the insurance shall be written as provided in the Declaration.

D. Committees.

Section 1. Architectural Control Committee. The Board shall establish an Architectural Control Committee for the purpose of establishing and maintaining architectural standards in the Condominium as provided in the Declaration.

Section 2. Other Committees. There shall be such other committees as the Board shall determine with the powers and duties that the Board shall authorize.

Section 3. Service on Committees. Unless otherwise provided in these Bylaws or in the resolution authorizing a particular committee, the members of any committee shall be appointed by the President and shall serve at the pleasure of the Board of Directors. Any committee member may be removed with or without cause at any time and with or without a successor being named.

Article IV
Officers

Section 1. Designation. The principal officers of the Association shall be the President, the Secretary and the Treasurer, all or any of which may be the same person. A Vice President may be elected at the discretion of the Board.

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

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

Section 4. Vacancies. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board for the unexpired portion of the term.

Section 5. President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the members and of the Board. The President shall have all the general powers and duties which are incident to the office of the president of a corporation organized under the Georgia Nonprofit Corporation Code, including, but not limited to, the power to appoint committees from among the members from time to time as he or she may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 6. Vice President. The Vice President, if any, shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting.

Section 7. Secretary. The Secretary shall keep the minutes of all meetings of the members and of the Board of Directors and shall have charge of such books and papers as the Board of Directors may direct, and shall, in general, perform all duties incident to the office of the secretary of a corporation organized under Georgia law.

Section 8. Treasurer. The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Association or the managing

agent in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall be responsible for the preparation of the budget as provided in the Declaration. The Treasurer may delegate all or a part of the preparation and notification duties associated with the above responsibilities to a management agent.

Section 9. Other Officers. Other offices may be created by the Board, and the Board members which hold such offices shall have such titles and duties as are defined by the Board.

Section 10. Agreements, Contracts, Deeds, Leases, Etc. All agreements, contracts, deeds, leases, checks, promissory notes, and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by resolution of the Board of Directors.

Article V Rule Making and Enforcement

Section 1. Authority and Enforcement. The Condominium shall be used only for those uses and purposes set out in the Declaration. The Board of Directors shall have the authority to make, modify, repeal and enforce reasonable rules and regulations governing the conduct, use, and enjoyment of Units and the Common Elements; provided, copies of all such rules and regulations shall be furnished to all Owners and Occupants. Any rule or regulation may be repealed by the affirmative vote or written consent of a Majority of the total Association vote and the consent of the Declarant so long as the Declarant has the right to appoint and remove directors, at an annual or special meeting of the membership. Every Owner and Occupant shall comply with the Declaration, Bylaws and rules and regulations of the Association, and any lack of compliance therewith shall entitle the Association and, in an appropriate case, one or more aggrieved Unit Owners, to take action to enforce the terms of the Declaration, Bylaws or rules and regulations.

The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the Owner's Unit, and to suspend an Owner's right to vote or to use the Common Elements for violation of any duty imposed under the Declaration, these Bylaws, or any rules and regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Association or the Board to limit ingress and egress to or from a Unit. In the event that any Occupant of a Unit violates the Declaration, Bylaws, or a rule or regulation and a fine is imposed, notice of such violation shall be sent to the Owner and Occupant, and the fine shall first be assessed against such Occupant; provided, however, if the fine is not paid by the Occupant within the time period set by the Board, the Unit Owner shall pay the fine upon notice from the Association, and the fine shall be an assessment and a lien against the Unit until paid. The failure of the Board to enforce any provision of the Declaration, Bylaws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

Section 2. Fining and Suspension Procedure. The Board shall not impose a fine, suspend the right to vote or suspend the right to use the Common Elements (provided, however, if an 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, suspension of the right to vote and the right to use the Common Elements shall be automatic; provided further, however, suspension of common utility services shall require compliance with the provisions of Paragraph 10(c)(v) of the Declaration, where applicable), unless and until the Association has sent or delivered written notice to the violator as provided in subsection (a) below. Any such fine or fines may be effective or commence upon the sending of such notice or such later date as

may be set forth in such notice, notwithstanding the violator's right to request a hearing before the Board to challenge such fine under subsection (b) below.

(a) Notice. If any provision of the Declaration or Bylaws or any rule or regulation of the Association is violated, the Board shall send the violator written notice identifying the violation and fine(s) being imposed and advising the violator of the right to request a hearing before the Board to contest the violation or fine(s) or to request reconsideration of the fine(s). Fine(s) may be effective or commence upon the sending of such notice or such later date specified in such notice, notwithstanding the violator's right to request a hearing before the Board to challenge the fine. In the event of a continuing violation, each day the violation continues or occurs again constitutes a separate offense, and fines may be imposed on a per diem basis without further notice to the violator.

(b) Hearing. If a written request for hearing is received from the violator within ten (10) days of the date of the violation notice provided above, then the Board shall schedule and hold in executive session a hearing affording the violator a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing. The Board may establish rules of conduct for such hearing, which may include limits on time and on the number of participants who may be present at one time.

Section 3. Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Board may elect to enforce any provision of the Declaration, the Bylaws, or the rules and regulations by self-help (specifically including, but not limited to, towing of vehicles that are in violation of the parking rules and regulations or performing maintenance on any Unit upon a failure by the Unit Owner to so do) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity for compliance with the procedure set forth in Section (2) of this Article. In any such action, to the maximum extent permissible, the Owner or Occupant responsible for the violation for which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

The Association or its duly authorized agent shall have the power to enter a Unit or upon any portion of the Common Elements to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates the Declaration, the Bylaws, or the rules and regulations; provided, however, written notice shall be given to the Owner of the Unit at least two (2) days prior to the time that any items of construction are altered or demolished. All costs of self-help, including reasonable attorney's fees, shall be assessed against the violating Unit Owner and shall be collected as provided herein for the collection of assessments.

Article VI Miscellaneous

Section 1. Notices. Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first class postage prepaid:

(a) If to a Unit Owner, at the address which the Unit Owner has designated in writing and filed with the Secretary, or if no such address has been designated, at the address of the Unit of such Owner;

(b) If to an Occupant, at the address of the Unit occupied; or

(c) If to the Association or the Board of Directors, at the principal office of the Association, if any, or at such other address as shall be designated in writing and filed with the Secretary.

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

Section 3. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of these Bylaws or the intent of any provision thereof.

Section 4. Gender and Grammar. The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender, and the use of the singular shall be deemed to include the plural whenever the context so requires.

Section 5. Fiscal Year. The fiscal year of the Association may be set by Board resolution, and, in the absence thereof, shall be the calendar year.

Section 6. Financial Review. A financial review of the accounts of the Association shall be performed annually in the manner provided by the Board and a financial statement prepared. However, after having received the Board's financial statement review at the annual meeting, the Owners may, by a majority of the Association vote, require that the accounts of the Association be audited as a Common Expense by an independent accountant. Such statement shall be made available to the holder, insurer, or guarantor of any first mortgage on a Unit upon submission of a written request and must be available within one hundred twenty (120) days of the Association's fiscal year end. If an audited financial statement by an independent accountant is not required, a mortgage holder may have an audited statement prepared at its own expense.

If Additional Property is submitted to the Condominium so that the Condominium contains fifty (50) Units or more, the accounts of the Association shall be audited as a Common Expense by an independent accountant after the close of each fiscal year. Such audited statement shall be made available to the holder, insurer, or guarantor of any first mortgage on a Unit upon submission of a written request and must be available within one hundred twenty (120) days of the Association's fiscal year end.

Section 7. Conflicts. The duties and powers of the Association shall be those set forth in the Act, the Georgia Nonprofit Corporation Code, the Declaration, these Bylaws, and the Articles of Incorporation, together with those reasonably implied to affect the purposes of the Association; provided, however, that if there are conflicts or inconsistencies between the Act, the Georgia Nonprofit Corporation Code, the Declaration, these Bylaws, or the Articles of Incorporation, then the provisions of the Act, the Georgia Nonprofit Corporation Code, as may be applicable, the Declaration, the Articles of Incorporation and these Bylaws, in that order, shall prevail, and each Owner of a Unit, by acceptance of a deed or other conveyance therefor, covenants to vote in favor of such amendments as will remove such conflicts or inconsistencies.

Section 8. Amendment. Except where a higher vote is required for action under a particular provision of the Declaration or Bylaws, in which case such higher vote shall be necessary to amend, these Bylaws may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the members holding two-thirds (2/3) of the total vote of the Association. As long as Declarant owns any Unit primarily for the purpose of sale any amendment to the Bylaws shall require the written consent of Declarant. No amendment shall become effective until it is certified by the President and Secretary of the Association and recorded in the DeKalb County Georgia land records. Any amendment duly certified and recorded shall be conclusively presumed to have been duly adopted in accordance with

the Declaration and Bylaws. Owners whose voting rights have been suspended pursuant to the Declaration or these Bylaws shall not be counted as eligible votes toward the amendment requirement.

Any action to challenge the validity of an amendment adopted under this Section must be brought within one (1) year of the amendment's effective date. No action to challenge any such amendment may be brought after such time.

Section 9. Books and Records.

(a) All members of the Association and any holder of a first Mortgage shall be entitled to inspect the following records at a reasonable time and location specified by the Association, upon written request at least five (5) days before the date on which the member or mortgagee wishes to inspect and copy:

(i) its Articles or restated Articles of Incorporation and all amendments to them currently in effect;

(ii) its Bylaws or restated Bylaws and all amendments to them currently in effect;

(iii) resolutions adopted by either its members or Board of Directors increasing or decreasing the number of directors or the classification of directors, or relating to the characteristics, qualifications, rights, limitations, and obligations of members or any class or category of members;

(iv) resolutions adopted by either its members or Board of Directors relating to the characteristics, qualification, rights, limitations, and obligations of members or any class or category of members;

(v) the minutes of all meetings of members and records of all actions approved by the members for the past three (3) years;

(vi) all written communications to members generally within the past three (3) years, including the financial statements furnished for the past three (3) years;

(vii) a list of the names and business or home addresses of its current directors and officers; and

(viii) its most recent annual report delivered to the Secretary of State.

(b) A member may inspect and copy the following records upon written notice at least five (5) business days before the date on which the member wishes to inspect and copy only if the member's demand is made in good faith and for a proper purpose that is reasonably relevant to the member's legitimate interest as a member; the member describes with reasonable particularity the purpose and the records the member desires to inspect; the records are directly connected with this purpose; and the records are to be used only for the stated purpose:

(i) excerpts from minutes of any Board meeting, records of any action of a committee of the Board while acting in place of the Board on behalf of the Association, minutes of any meeting of the members, and records of action taken by the members or the Board without a meeting, to the extent not subject to inspection under subsection 9(a);

Please return to:
Angela Hitch
Miles, McGoff & Moore, LLC
4360 Chamblee Dunwoody Rd.
Suite 400
Atlanta, Ga. 30341
File No. 3115.0000



Linda Carter
Clerk of Superior Court DeKalb Cty. Ga.
I solemnly swear that I am the Clerk of Superior Court DeKalb County, Georgia.

Reference: Declaration of Covenants,
Conditions and Restrictions
For Snapfinger Manor
Condominium recorded in Deed
Book 14072, Page 319,
DeKalb County,
Georgia records

STATE OF GEORGIA
COUNTY OF DEKALB

JOINDER AND CONSENT

THIS JOINDER AND CONSENT is made as of the 31st day of October, 2002, by SUNTRUST N.A. (hereinafter referred to as "Lender") to BENCHMARK/SNAPFINGER, LLC, a Georgia limited liability company (hereinafter referred to as "Borrower"),

WITNESSETH:

WHEREAS, Snapfinger Manor Condominium (hereinafter referred to as the "Development") is a residential condominium created pursuant to the above-referenced Declaration of Condominium for Snapfinger Manor (hereinafter referred to as the "Declaration") and located on certain real property (hereinafter referred to as the "Property") described in the Declaration; and

WHEREAS, pursuant to the terms of the Declaration, Borrower has submitted the Property to the terms of the Declaration and caused the Property to become part of the Development; and

WHEREAS, Lender is the holder of that certain Deed to Secure Debt and Security Agreement (hereinafter referred to as the "Security Deed"), made by Borrower encumbering the Property and recorded in Deed Book 12704, Page 414, DeKalb County, Georgia records, as the Security Deed may have been modified by instruments filed for record on the aforesaid records; and

WHEREAS, Lender desires to approve and consent to the recording of the Declaration.

NOW, THEREFORE, in consideration of the benefit to the Property on account of the submission of the Property to the Declaration and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Lender hereby approves and consents to the recording of the Declaration, and Lender hereby joins in and executes the Declaration, subordinates the Security Deed and agrees to be bound thereby as well as to have the

benefits thereof.

This instrument shall not be deemed to be a novation of the obligations secured by the Security Deed and shall not affect the priority of the Security Deed, except as specifically provided herein, and the terms thereof shall continue in full force and effect and unchanged, except as specifically modified by the provisions hereof.

IN WITNESS WHEREOF, the Lender has caused its duly authorized officer to execute this instrument and affix its seal as of the date set forth above.

Signed, sealed and delivered
in the presence of :

SUNTRUST BANK, N.A.

Maria Kuba

By: *Marilyn Wilson*
Marilyn Wilson

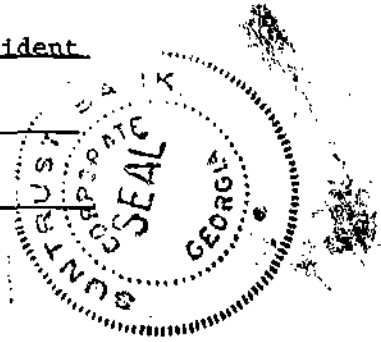
Its: Assistant Vice President

Attest: _____

Its: _____

Unofficial Witness
Shonda Smith 10/31/02
Notary Public (Affix Date of
Expiration of Commission and
Notary Seal)
Notary Public, Cherokee County, Georgia
My Commission Expires Dec. 6, 2005

[BANK SEAL]



Deed Book 14072 P1 464
Linda Carter
Linda Carter
Clerk of Superior Court DeKalb Cty., Ga.

Note to Clerk: Please cross reference to Deed Book
14072, Page 319, DeKalb County, Georgia records

Please return to:
Miles, McGoff & Moore, LLC
4360 Chamblee Dunwoody Rd., Suite 400
Atlanta, Ga. 30341
3115 0000
ATTN: L. Hutch Moore

CONSENT AND AMENDMENT TO DECLARATION OF CONDOMINIUM FOR SNAPPINGER MANOR

This Consent and Amendment to the Declaration of Condominium for Snapfinger Manor (hereinafter referred to as "Amendment") is made this ____ day of _____, 2004, by **BENCHMARK/SNAPPINGER, LLC**, a Georgia limited liability company (hereinafter referred to as "Declarant") and by **ERIC CHAFIN HOME BUILDERS, INC.**, a Georgia corporation (hereinafter referred to as "Owner").

WITNESSETH:

WHEREAS, the original Declaration of Condominium for Snapfinger Manor, dated November 1, 2002, was filed by the Declarant on January 16, 2003 and was recorded in Deed Book 14072, Page 319, et seq., DeKalb County, Georgia records (the declaration and any amendments thereto is hereinafter referred to as the "Declaration"); and

WHEREAS, Owner is the record owner and holder of title in fee simple to property lying adjacent to property already submitted to the Declaration; and

WHEREAS, Owner's property is located in Land Lots 97 and 128 of the 15th District and Land Lot 9 of the 16th District, DeKalb County, Georgia, and is more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter referred to as "Additional Property"); and

WHEREAS, Owner desires to submit the Additional Property to the terms and conditions of the Declaration; and

WHEREAS, following the submission of the Additional Property to the terms and conditions of the Declaration, and pursuant to Article III, Section 2 of the Declaration, Declarant or its successor or assignee shall have the right to construct Units on the Additional Property in accordance with

certain Architectural Plans (hereinafter defined below) as same may be amended; and

WHEREAS, Article II, subparagraph (e) of the Declaration specifically defines "Architectural Plans" to be those preliminary plans and designs of Units which are proposed to be built at Snapfinger Manor Condominium (hereinafter referred to as the "Condominium") as said plans are more particularly shown on Exhibit "C" attached to the Declaration as the same may be amended from time to time (hereinafter referred to as "Architectural Plans"); and

WHEREAS, Declarant now desires to supplement Exhibit "C" of the Declaration by adding a new exhibit to be known as Exhibit "C-1" thereto; and

WHEREAS, Exhibit "C-1" shall depict and designate such additional Architectural Plans for the Condominium which shall constitute those preliminary plans and designs of Units which are proposed to be built on the Additional Property by Owner;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged, the above referenced Declaration is hereby amended as follows:

1. Owner does hereby consent, on behalf of Owner, Owner's successors, heirs, and assigns, that from and after the date of this Amendment, the Additional Property shall be owned, held, transferred, sold, conveyed, used, occupied, mortgaged, or otherwise encumbered subject to the provisions of the Georgia Condominium Act and terms, easements, conditions, provisions, covenants, restrictions, assessments and liens contained in the Declaration, all of which shall run with the title to the Additional Property and shall be binding upon all persons having any right, title, or interest in the Additional Property, their respective heirs, legal representatives, successors, successors-in-title, and assigns and shall be for the benefit of all owners of property subject to the Declaration. Owner understands and acknowledges that, by submitting the Additional Property to the Declaration, Owner is hereby subjecting the Additional Property to mandatory assessments in favor of the Snapfinger Manor Condominium Association, Inc., with lien rights afforded therefore, in accordance with the Declaration.

2. The Architectural Plans for the Condominium which are attached and referenced as Exhibit "C-1" hereto shall be incorporated into the Declaration so that following the execution and recordation of this Amendment, any reference to the Architectural Plans in the Declaration shall be deemed to refer to those preliminary plans and designs of Units which are proposed to be built or which have been built at the Condominium as said plans are more particularly shown both on Exhibit "C" and Exhibit "C-1" attached to the Declaration.

3. Capitalized terms which are used herein but which are not otherwise defined herein shall have the meanings ascribed to them in the Declaration.

4. Except as amended, all other provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant and Owner have hereunto set their hands and seals as of the date first above written.

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

[NOTARY SEAL]

Signed, sealed and delivered
in the presence of:

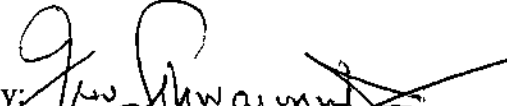
Witness

Notary Public

[NOTARY SEAL]

DECLARANT:

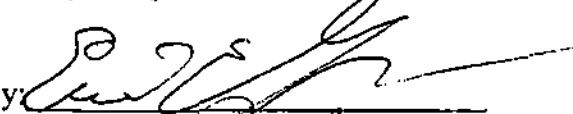
**BENCHMARK/SNAPPFINGER, LLC, a
Georgia limited liability company**

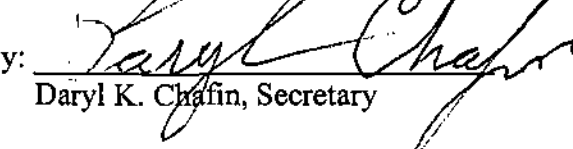
By: 
Fred J. Schwaemmle, Jr., Manager

By: 
Ralph Buck Davis, Manager

OWNER:

**ERIC CHAFIN HOME BUILDERS, INC.,
a Georgia corporation**

By: 
Eric Chafin, President

By: 
Daryl K. Chafin, Secretary

[CORPORATE SEAL]

Exhibit "A"

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 97 & 128 of the 15th District, and Land Lot 9 of the 16th District, DeKalb County, Georgia, and being shown as Lot(s) _____ on that certain plat entitled "Dedication Plat for Snapfinger Manor", prepared by Seiler & Associates, Inc., Keith Seiler, Ga. R.L.S. No. 2388, dated July 29, 2002, last revised August 8, 2002, recorded in Plat Book 129, Page 112, DeKalb County, Georgia records.

Exhibit "C-1"
Architectural Plans

ERIC CHAFIN HOMES - SNAPPINGER MANOR TOWNHOMES

ARCHITECTURAL INDEX

NO.	DESCRIPTION	DATE	BY
1	GENERAL CONTRACT		
2	FOUNDATION PLAN		
3	FOUNDATION WALL		
4	FOUNDATION FOOTING		
5	FOUNDATION BRICKWORK		
6	FOUNDATION CONCRETE		
7	FOUNDATION INSULATION		
8	FOUNDATION DRAINAGE		
9	FOUNDATION FINISH		
10	FOUNDATION CURB		
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STRUCTURAL ENGINEER INDEX

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1	FOUNDATION PLAN		
2	FOUNDATION WALL		
3	FOUNDATION FOOTING		
4	FOUNDATION BRICKWORK		
5	FOUNDATION CONCRETE		
6	FOUNDATION INSULATION		
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SNAPPINGER MANOR TOWNHOMES-LOT MATRIX

ROW #	COLUMN #	UNIT FOR SALE	REMARKS
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100	100	1 UNIT FOR SALE	100

PROJECT DIRECTORY

OWNER:	ERIC CHAFIN HOMES 2400 W. WOOD COOK SUNNYVALE, CA 94085 PHONE: (415) 947-1100
ARCHITECT:	SNAPPINGER MANOR 2400 W. WOOD COOK SUNNYVALE, CA 94085 PHONE: (415) 947-1100
STRUCTURAL ENGINEER:	CONSULTING ENTERPRISES, CORP. 1000 W. WOOD COOK SUNNYVALE, CA 94085 PHONE: (415) 947-1100
ELECTRICAL ENGINEER:	WVA 2400 W. WOOD COOK SUNNYVALE, CA 94085 PHONE: (415) 947-1100

NOTES:

1. TOWNHOMES ARE TO BE BUILT ON 1/2 ACRE LOTS WITH 10' SIDE SETBACKS AND 10' REAR SETBACKS. THE FRONT SETBACKS SHALL BE 10' MINIMUM. ALL SETBACKS SHALL BE MEASURED TO THE OUTSIDE FACE OF THE WALLS.
2. SEWER LINES SHALL BE 18" DIA. AND 4' DEEP.
3. ALL UTILITIES SHALL BE 18" DIA. AND 4' DEEP.
4. THE SETBACKS OF THE BUILDINGS SHALL BE AT LEAST 10'.



ERIC CHAFIN HOMES
SNAPPINGER MANOR

CONSULTING ENTERPRISES, CORP.
CONSULTING ENGINEERS AND ARCHITECTS
1000 W. WOOD COOK
SUNNYVALE, CA 94085
(415) 947-1100

COVER SHEET

DATE: _____

BY: _____

PROJECT: SNAPPINGER MANOR TOWNHOMES

NO. _____

DESIGNED BY: ERIC CHAFIN

CHECKED BY: _____

DATE: 06-24-88

SCALE: N.T.S.

PROJECT: SNAPPINGER MANOR TOWNHOMES

UNITS BELOW USE ARCHITECTURAL PAGES E1, E2

ERIC CHAPIN
Architectural Firm

OF RECORD AS
FILED IN
RECORDS
OFFICE



Eric Chapin
Architect

BLDG. # 1

LOT#	PLAN	ELEV
1	CAMERON	B
2	BROOKMERE	D
3	CAMERON	C
4	BROOKMERE	A

BLDG. # 2

LOT#	PLAN	ELEV
5	BROOKMERE	B
6	CAMERON	A
7	BROOKMERE	D
8	BROOKMERE	C

BLDG. # 3

LOT#	PLAN	ELEV
9	CAMERON	B
10	BROOKMERE	D
11	CAMERON	C
12	BROOKMERE	A

BLDG. # 4

LOT#	PLAN	ELEV
13	BROOKMERE	B
14	CAMERON	A
15	BROOKMERE	D
16	BROOKMERE	C

BLDG. # 5

LOT#	PLAN	ELEV
17	CAMERON	B
18	BROOKMERE	D
19	CAMERON	C
20	BROOKMERE	A

BLDG. # 6

LOT#	PLAN	ELEV
21	BROOKMERE	B
22	CAMERON	A
23	BROOKMERE	D
24	BROOKMERE	C

BLDG. # 7

LOT#	PLAN	ELEV
25	CAMERON	B
26	BROOKMERE	D
27	CAMERON	C
28	BROOKMERE	A

BLDG. # 8

LOT#	PLAN	ELEV
29	BROOKMERE	B
30	CAMERON	A
31	BROOKMERE	D
32	BROOKMERE	C

BLDG. # 9

LOT#	PLAN	ELEV
33	CAMERON	B
34	BROOKMERE	D
35	CAMERON	C
36	BROOKMERE	A

BLDG. # 22

LOT#	PLAN	ELEV
37	BROOKMERE	B
38	CAMERON	A
39	BROOKMERE	D
40	BROOKMERE	C

BLDG. # 23

LOT#	PLAN	ELEV
41	CAMERON	B
42	BROOKMERE	D
43	CAMERON	C
44	BROOKMERE	A

BLDG. # 24

LOT#	PLAN	ELEV
45	BROOKMERE	B
46	CAMERON	A
47	BROOKMERE	D
48	BROOKMERE	C

BLDG. # 25

LOT#	PLAN	ELEV
49	CAMERON	B
50	BROOKMERE	D
51	CAMERON	C
52	BROOKMERE	A

BLDG. # 26

LOT#	PLAN	ELEV
53	BROOKMERE	B
54	CAMERON	A
55	BROOKMERE	D
56	BROOKMERE	C

BLDG. # 27

LOT#	PLAN	ELEV
57	CAMERON	B
58	BROOKMERE	D
59	CAMERON	C
60	BROOKMERE	A

BLDG. # 28

LOT#	PLAN	ELEV
61	BROOKMERE	B
62	CAMERON	A
63	BROOKMERE	D
64	BROOKMERE	C

BLDG. # 29

LOT#	PLAN	ELEV
65	CAMERON	B
66	BROOKMERE	D
67	CAMERON	C
68	BROOKMERE	A

BLDG. # 30

LOT#	PLAN	ELEV
69	BROOKMERE	B
70	CAMERON	A
71	BROOKMERE	D
72	BROOKMERE	C

PROJECT NAME

RESIDENTIAL DEVELOPMENT BY

SMALL HOUSE LOT 1/4 SECTION 16 T34N R12E

PLAT RECORD

PLAN NUMBER

PERMITS

REVISIONS

DATE

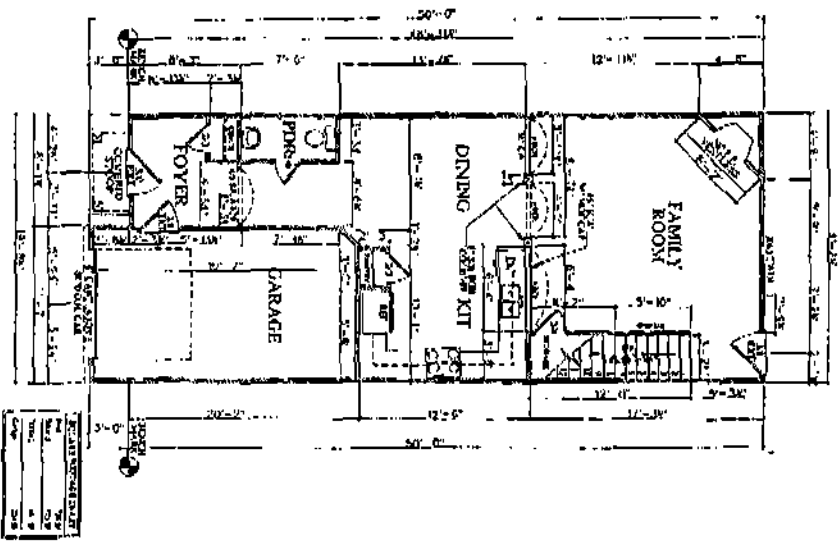
SCALE

SHEET TITLE

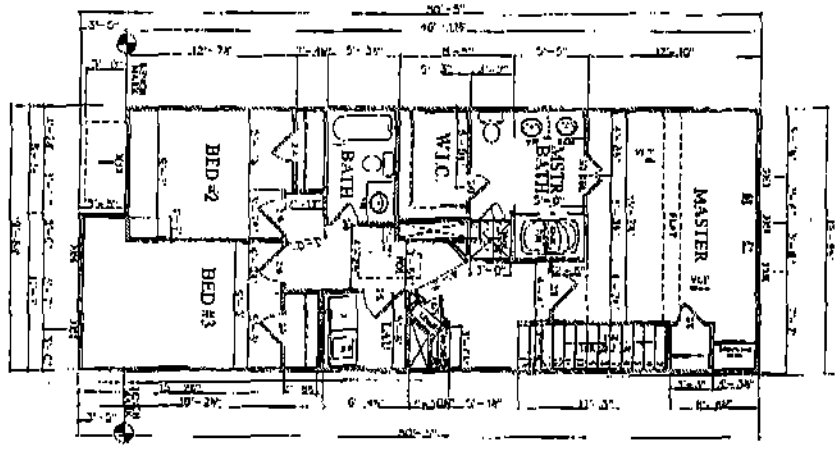
TOWNHOME LOTS

SHEET NO

A1



FIRST FLOOR
SCALE 1/8" = 1'-0"



SECOND FLOOR
SCALE 1/8" = 1'-0"



THE CHAMBERLAIN GROUP
ARCHITECTS
1000 W. 10TH ST.
DENVER, CO 80202

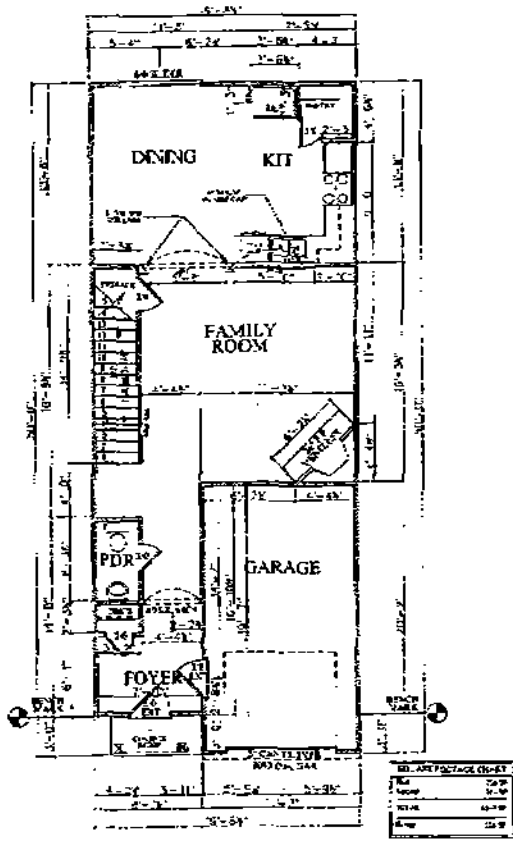
PROJECT NAME
CANYON FLOOR PLANS

DESIGNED BY
THE CHAMBERLAIN GROUP

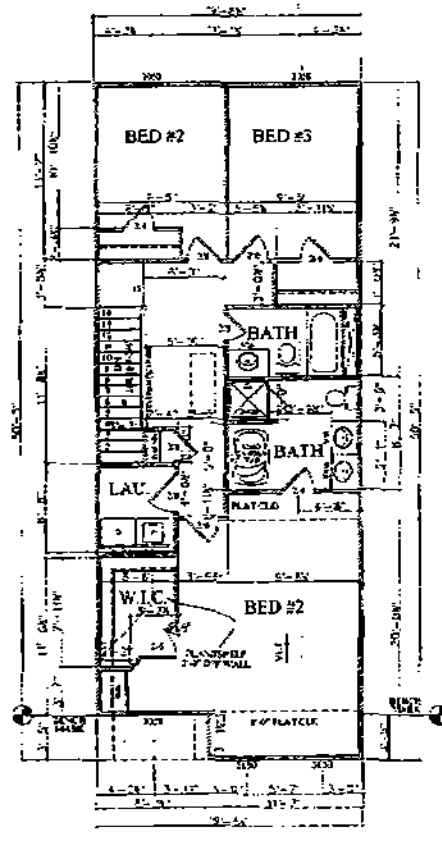
DATE
10/15/01

SCALE
1/8" = 1'-0"

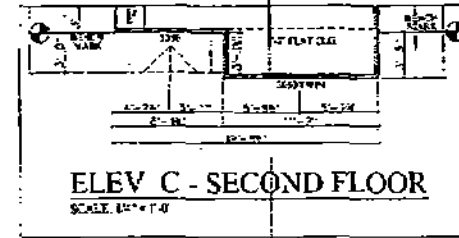
A3



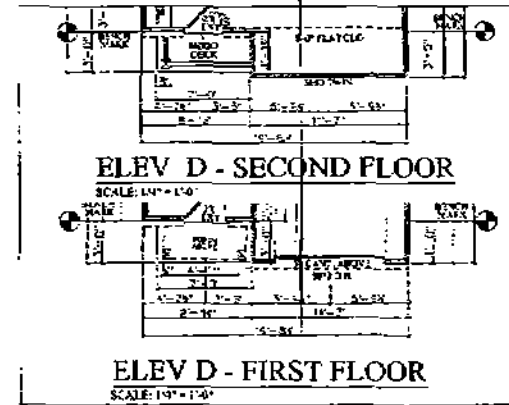
FIRST FLOOR
SCALE: 1/4" = 1'-0"



SECOND FLOOR
SCALE: 1/4" = 1'-0"



ELEV C - SECOND FLOOR
SCALE: 1/4" = 1'-0"



ELEV D - FIRST FLOOR
SCALE: 1/4" = 1'-0"

PROJECT NAME
[Blank]

PROJECT NAME
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RESIDENTIAL DEVELOPMENT BY:
[Blank]

DATE:

PROJECT NO.:

REVISIONS:

NO. / DATE:

DATE:

DESIGNER:

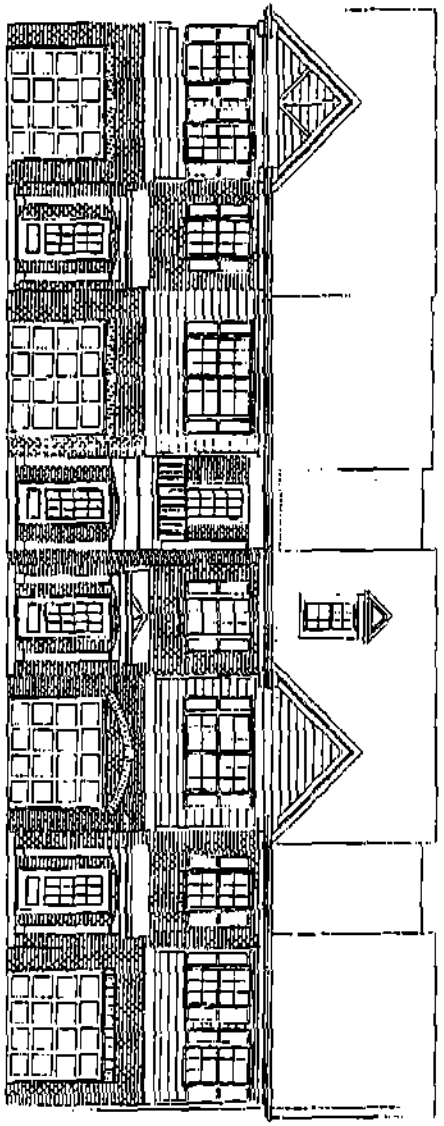
SHEET TITLE
BROOKMERE
FLOOR PLANS

SHEET NO.

A4



Ronald C. Dine
1984

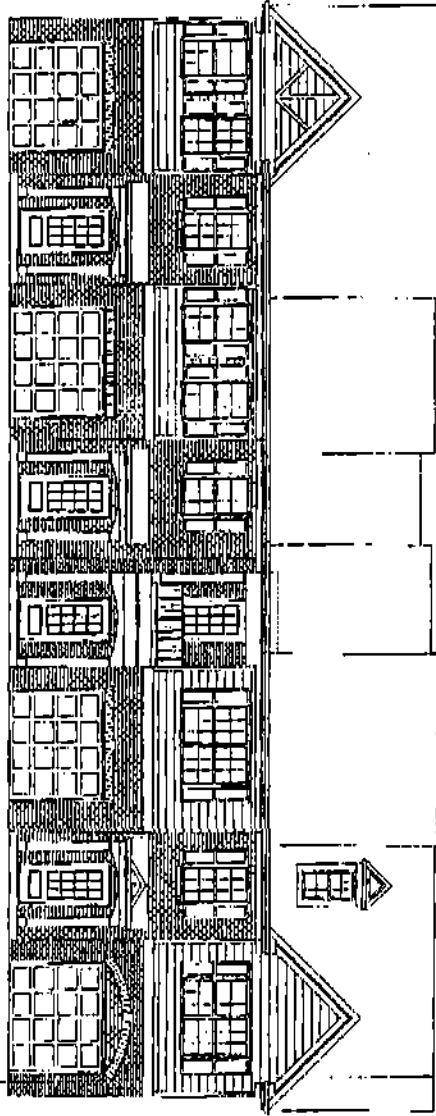


4 UNIT BUILDING ELEVATION (BUILDING TYPE 3)
 SCALE 1/4" = 1'-0"



ERIC CARLSON Architect	PROJECT NAME _____
DATE _____	ASSIGNED BY _____
SCALE 1/4" = 1'-0"	REVISIONS
NO. 1	
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NO. 350	

BL1



4 UNIT BUILDING ELEVATION (BUILDING TYPE 7)
SCALE 1/8" = 1'-0"

BRUCE CALVIN
ARCHITECT
1000 N. 17th St.
Spartanburg, S.C. 29303

PROJECT NAME:
ADDRESS:

ARCHITECT:
BRUCE CALVIN
1000 N. 17th St.
Spartanburg, S.C. 29303

DATE REVISION:

NO. 1 REVISION:

REVISIONS:

DATE:

BY:

SCALE:

DATE:

BY:

SCALE:

DATE:

BY:

SCALE:

DATE:

BY:

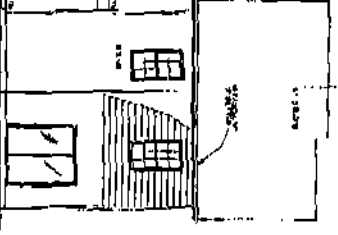
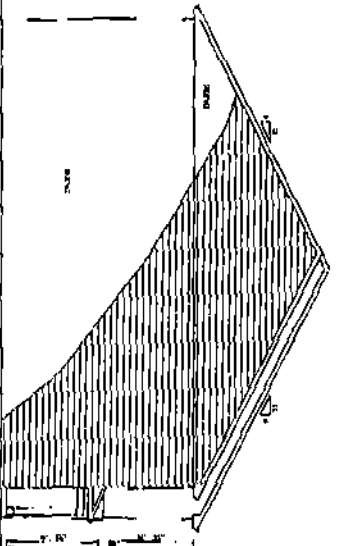
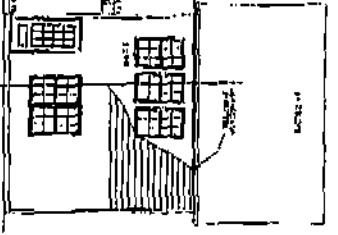
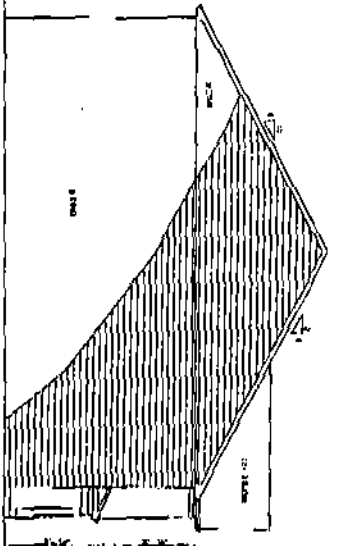
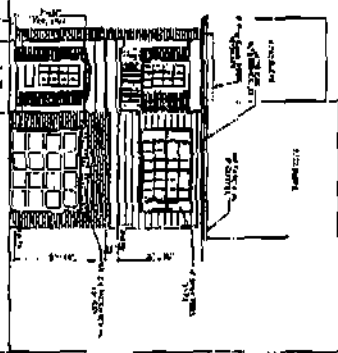
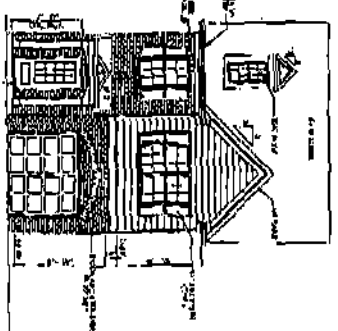
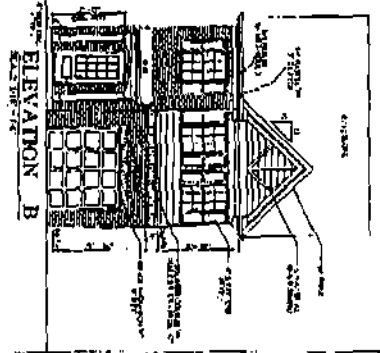
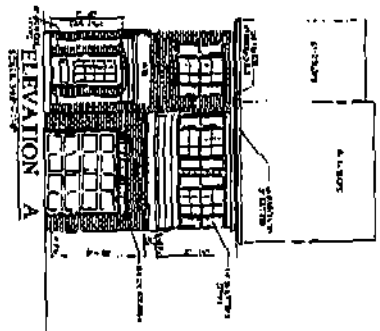
SCALE:

DATE:

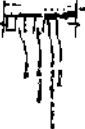
PROJECT NO.
E12



Bruce Calvin
Architect
Spartanburg, S.C.



SIDING/BRICK
TRANSITION DETAIL



ARCHITECT

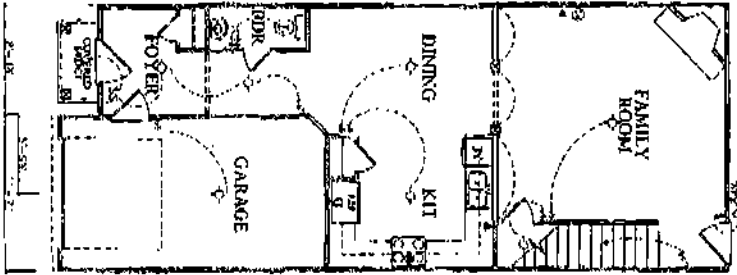
PROJECT NAME

ARCHITECT

REVISIONS

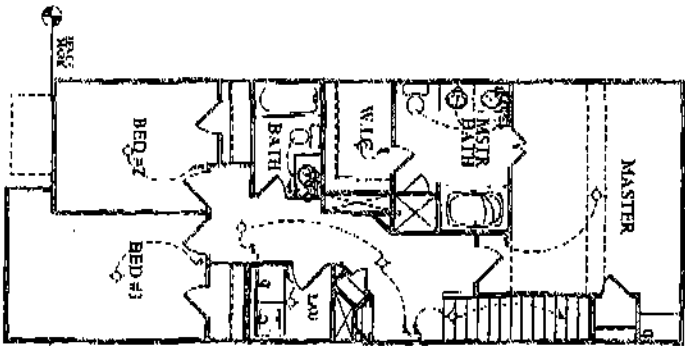
DATE

FLS



FIRST FLOOR
SCALE 1/4" = 1'-0"

FINISH SCHEDULE	
1	WOOD
2	PAINT
3	CEILING
4	FLOOR
5	WALL
6	ROOF



SECOND FLOOR
SCALE 1/4" = 1'-0"



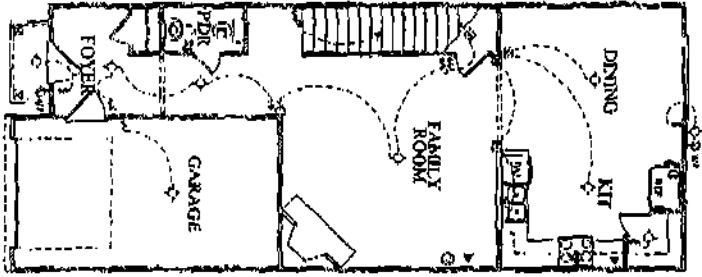
PROJECT NAME: _____
 ADDRESS: _____
 CITY: _____
 STATE: _____
 ZIP: _____

DATE: _____
 DRAWN BY: _____
 CHECKED BY: _____
 PROJECT NO.: _____

SCALE: _____

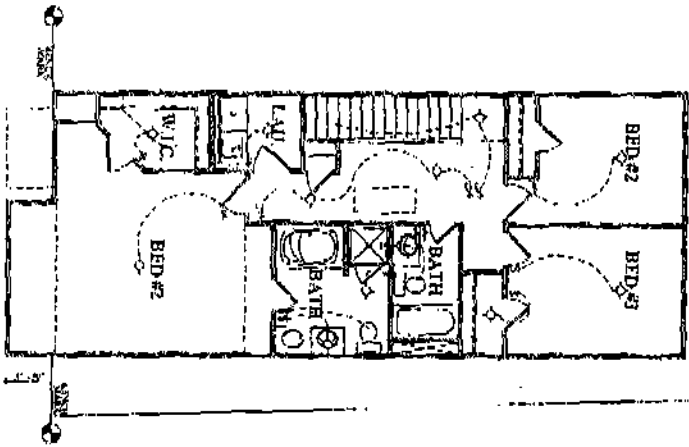
E1

CAMERON ELECTRICALS



FIRST FLOOR
SCALE: 1/8" = 1'-0"

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	04/23/23
2	ISSUED FOR PERMIT	04/23/23
3	ISSUED FOR PERMIT	04/23/23
4	ISSUED FOR PERMIT	04/23/23



SECOND FLOOR
SCALE: 1/8" = 1'-0"



DRUG CHAIR
1/2" x 1/2" x 1/2"

FRANKS BILLET
ARCHITECT
100 W. 11th St.
Brooklyn, N.Y. 11211
Tel: 718.778.8888

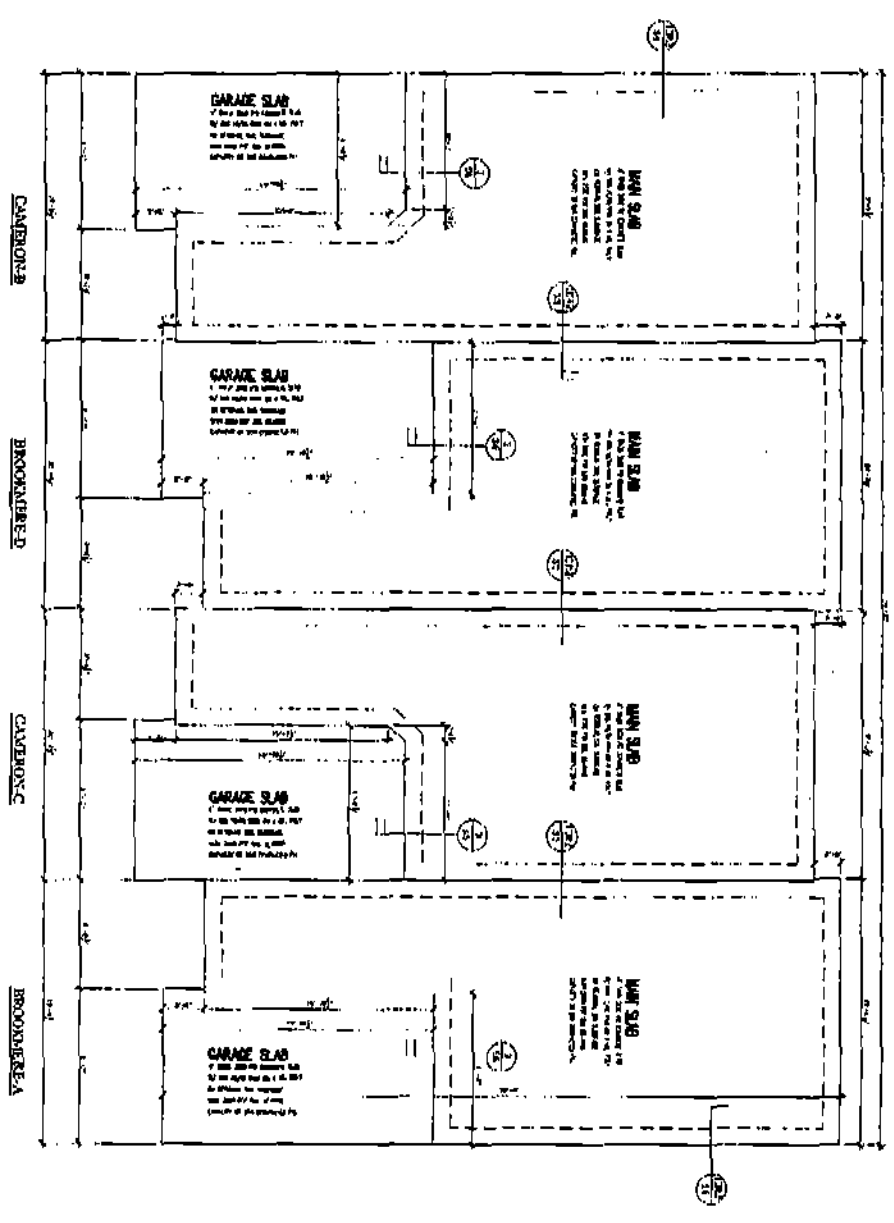
PROJECT INFORMATION

PROJECT NO. 15

DATE: 04/23/23

CLIENT: BROOKLYNE ELECTRICALS

E2



FOUNDATION PLAN TYPE I - LAYOUT
SCALE 1/4" = 1'-0"

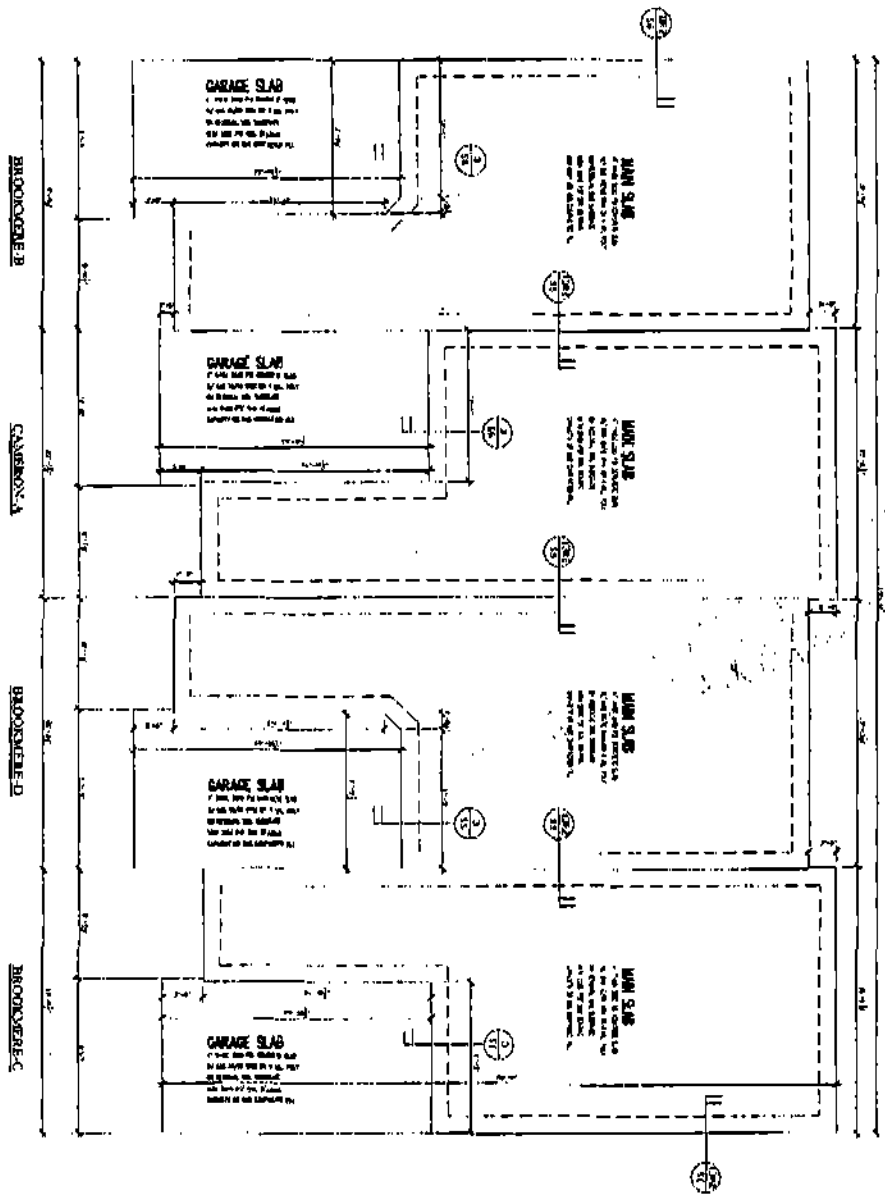
THESE FOUNDATION PLANS ARE THE PROPERTY OF CONSULTING ENTERPRISES, CORP. AND ARE TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. ANY REUSE OR MODIFICATION OF THESE PLANS WITHOUT THE WRITTEN CONSENT OF CONSULTING ENTERPRISES, CORP. IS STRICTLY PROHIBITED.



PROJECT	ERIC CHAPIN HOMES SNAPPINGER MANOR
DATE	01/21/94
BY	AS NOTED
CHKD BY	ERIC CHAPIN
TITLE	FOUNDATION PLAN TYPE I - LAYOUT

FOUNDATION PLAN TYPE I - LAYOUT

CONSULTING ENTERPRISES, CORP.
 675 WEST 125th STREET, NEW YORK, NY 10032
 PHONE: (212) 476-1433



FOUNDATION PLAN TYPE II - LAYOUT
SCALE: 1/8" = 1'-0"

ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
ALL WALLS AND FOUNDATION SHALL BE CONCRETE UNLESS OTHERWISE NOTED.
ALL FOUNDATION SHALL BE ON GRADE UNLESS OTHERWISE NOTED.
ALL FOUNDATION SHALL BE ON GRADE UNLESS OTHERWISE NOTED.



S3

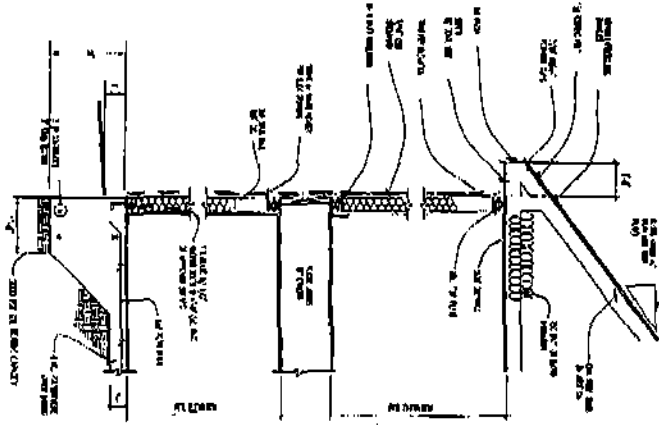
DATE	10/11/11
BY	ERIC CHAFEN
CHECKED BY	ERIC CHAFEN
SCALE	AS NOTED
PROJECT NO.	11-0111
CLIENT	ERIC CHAFEN
ADDRESS	11-0111
CITY	11-0111
STATE	11-0111
ZIP	11-0111

ERIC CHAFEN HOMES
SNAPPINGER MANOR

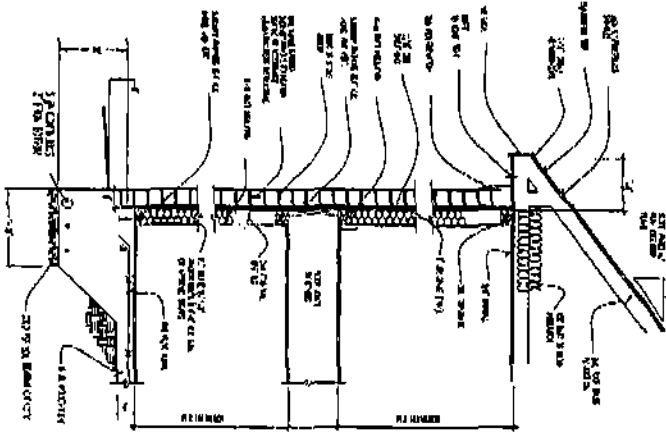
FOUNDATION PLAN TYPE II - LAYOUT



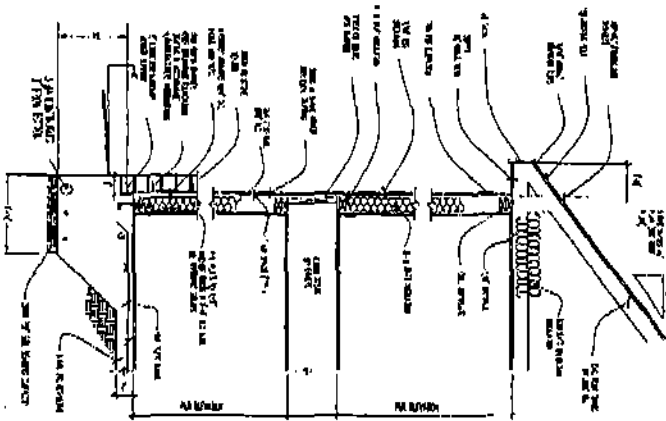
CONSULTING ENTERPRISES, CORP.
CIVIL, STRUCTURAL & P.E. ENGINEERING AND ARCHITECTURE
PHONE: 772-225-1111



1 FROM GALLERY TO ROOM



2 FROM ROOM TO ROOM



3 FROM ROOM TO ROOM

NOTES: 1. ALL WALLS TO BE CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE NATIONAL BUILDING CODE AND ALL APPLICABLE LOCAL ORDINANCES. 2. ALL WALLS TO BE FINISHED WITH PLASTER AND PAINT. 3. ALL WALLS TO BE CONSTRUCTED WITH A MINIMUM OF 4" INSULATION. 4. ALL WALLS TO BE CONSTRUCTED WITH A MINIMUM OF 8" BRICK. 5. ALL WALLS TO BE CONSTRUCTED WITH A MINIMUM OF 4" CONCRETE. 6. ALL WALLS TO BE CONSTRUCTED WITH A MINIMUM OF 1/2" LATH AND 5/8" GYP. 7. ALL WALLS TO BE CONSTRUCTED WITH A MINIMUM OF 1/2" PLASTER. 8. ALL WALLS TO BE CONSTRUCTED WITH A MINIMUM OF 1/2" GYP. 9. ALL WALLS TO BE CONSTRUCTED WITH A MINIMUM OF 1/2" PLASTER. 10. ALL WALLS TO BE CONSTRUCTED WITH A MINIMUM OF 1/2" GYP.

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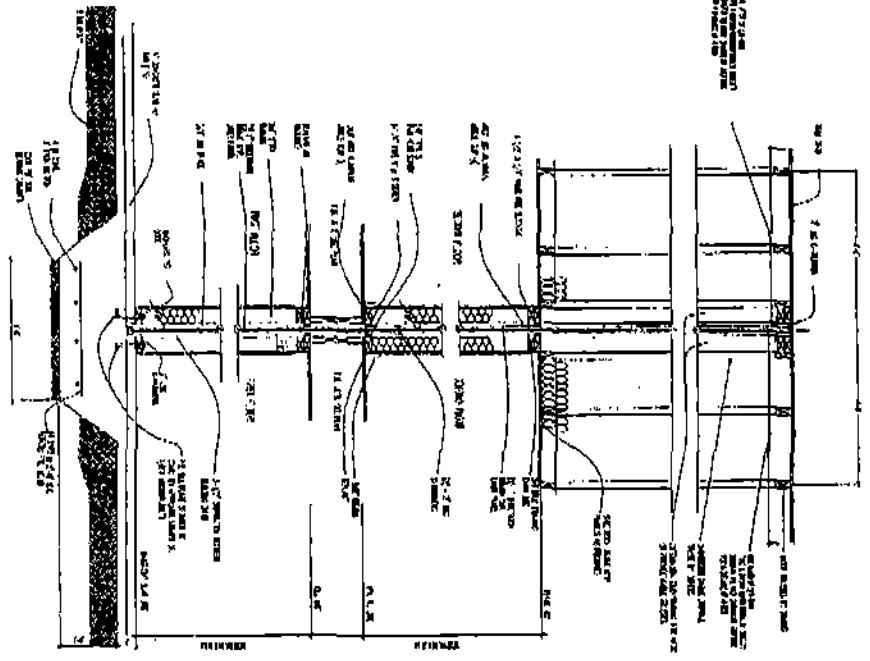
PROJECT	ERIC CLAFIN HOMES SNAPPINGER MANOR
DATE	01-21-04
DESIGNED BY	JOHN W. WILSON
DRAWN BY	KATHERINE
CHECKED BY	N.T.S.
DATE	01-21-04
BY	ERIC CLAFIN
FOR	KHLSBK
SHEET	S4

WALL SECTIONS



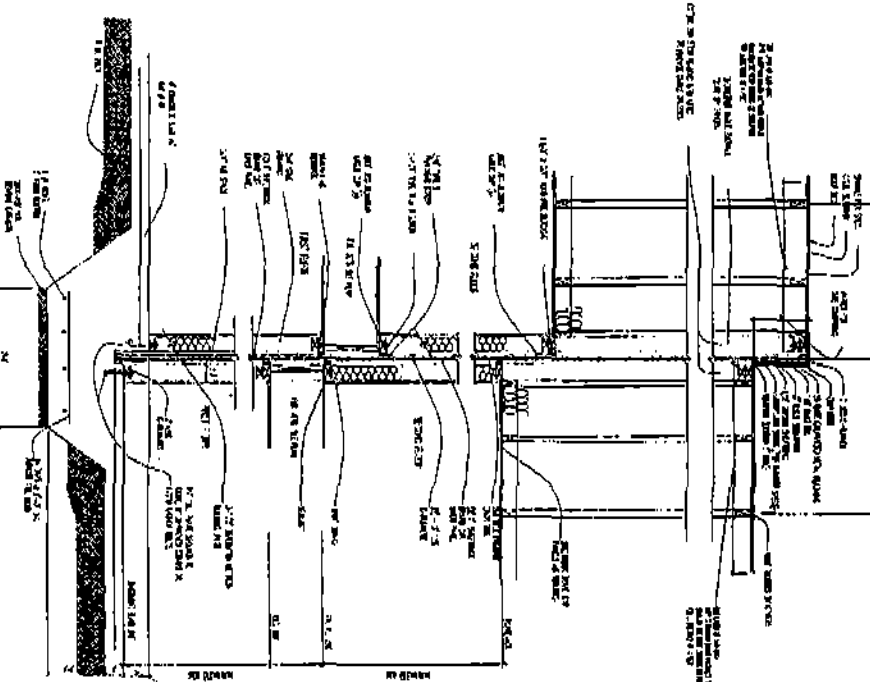
CONSULTING ENTERPRISES, CORP.
1715 N. BROADWAY & P.O. BOX 10000 AND 10001
DALLAS, TEXAS 75210-1000
PHONE: (214) 441-1421

1. This wall is to be constructed in accordance with the provisions of the International Building Code, Section 703, and the provisions of the International Fire Code, Section 102.2.1.1. The wall shall be constructed of masonry units and mortar in accordance with the provisions of the International Building Code, Section 703.1.1. The wall shall be constructed of masonry units and mortar in accordance with the provisions of the International Building Code, Section 703.1.1. The wall shall be constructed of masonry units and mortar in accordance with the provisions of the International Building Code, Section 703.1.1.



1 2 HOUR FIRE - RESISTANCE - RATED WALL
SECTION - 24 P. 035

2. This wall is to be constructed in accordance with the provisions of the International Building Code, Section 703, and the provisions of the International Fire Code, Section 102.2.1.1. The wall shall be constructed of masonry units and mortar in accordance with the provisions of the International Building Code, Section 703.1.1. The wall shall be constructed of masonry units and mortar in accordance with the provisions of the International Building Code, Section 703.1.1. The wall shall be constructed of masonry units and mortar in accordance with the provisions of the International Building Code, Section 703.1.1.



2 2 HOUR FIRE - RESISTANCE - RATED WALL
SECTION - 24 P. 035

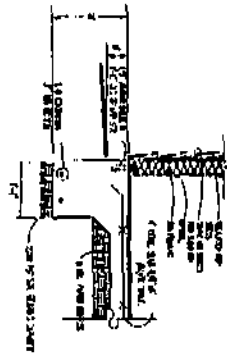
THIS DRAWING IS THE PROPERTY OF ERIC CHAPIN HOMES. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF ERIC CHAPIN HOMES. THE USER OF THIS DRAWING AGREES TO HOLD ERIC CHAPIN HOMES HARMLESS FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, THAT MAY BE ASSERTED AGAINST ERIC CHAPIN HOMES BY ANY THIRD PARTY AS A RESULT OF THE USER'S USE OF THIS DRAWING.



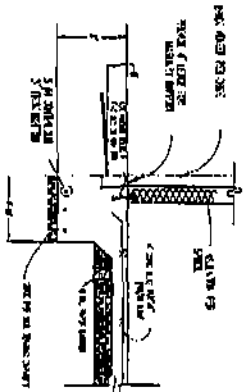
ERIC CHAPIN HOMES
SNAPFINGER MANOR
2 HOUR FIRE - RESISTANCE - RATED WALL

EC CONSULTING ENTERPRISES, CORP.
1000 W. 10TH STREET, SUITE 100, DENVER, CO 80202
TEL: 303.733.1111 FAX: 303.733.1112

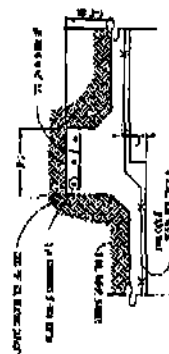
DATE	11/11/11
BY	ERIC CHAPIN
CHECKED BY	ERIC CHAPIN
SCALE	AS SHOWN
PROJECT	SNAPFINGER MANOR
NO.	24 P. 035
SS	



1 TURN-DOWN SLAB SECTION, WITHOUT BRICK VENEER, TYP. SCALE: NOT TO SCALE



2 TURN-DOWN SLAB SECTION WITH BRICK VENEER, TYP. SCALE: NOT TO SCALE



3 STEPPED SLAB SECTION SCALE: NOT TO SCALE



4 TYPICAL SLAB ON GRADE SCALE: NOT TO SCALE

NOT TO SCALE. DIMENSIONS IN PARENTHESES ARE TYPICAL. SEE SECTION 05100 FOR NOTES ON BRICK VENEER AND CONCRETE BLOCK. SEE SECTION 05200 FOR NOTES ON CONCRETE. SEE SECTION 05300 FOR NOTES ON FLOORING. SEE SECTION 05400 FOR NOTES ON WALLS. SEE SECTION 05500 FOR NOTES ON ROOFING. SEE SECTION 05600 FOR NOTES ON FINISHES. SEE SECTION 05700 FOR NOTES ON PARTITIONS. SEE SECTION 05800 FOR NOTES ON MASONRY. SEE SECTION 05900 FOR NOTES ON METALS. SEE SECTION 06000 FOR NOTES ON MECHANICAL. SEE SECTION 06100 FOR NOTES ON ELECTRICAL. SEE SECTION 06200 FOR NOTES ON PLOMBER. SEE SECTION 06300 FOR NOTES ON PAINTS AND COATINGS. SEE SECTION 06400 FOR NOTES ON GLASS AND GLAZING. SEE SECTION 06500 FOR NOTES ON SPECIALTIES. SEE SECTION 06600 FOR NOTES ON EGRESS. SEE SECTION 06700 FOR NOTES ON SAFETY. SEE SECTION 06800 FOR NOTES ON SECURITY. SEE SECTION 06900 FOR NOTES ON ACCESSIBILITY. SEE SECTION 07000 FOR NOTES ON SUSTAINABLE DESIGN. SEE SECTION 07100 FOR NOTES ON HISTORIC PRESERVATION. SEE SECTION 07200 FOR NOTES ON ARCHITECTURAL QUALITY. SEE SECTION 07300 FOR NOTES ON CONSTRUCTION. SEE SECTION 07400 FOR NOTES ON MAINTENANCE. SEE SECTION 07500 FOR NOTES ON OPERATIONAL PERFORMANCE. SEE SECTION 07600 FOR NOTES ON ENVIRONMENTAL QUALITY. SEE SECTION 07700 FOR NOTES ON SOCIAL RESPONSIBILITY. SEE SECTION 07800 FOR NOTES ON COMMUNITY ENGAGEMENT. SEE SECTION 07900 FOR NOTES ON RISK MANAGEMENT. SEE SECTION 08000 FOR NOTES ON PROJECT CLOSURE.



ERIC CHAPIN HOMES
SNAPPINGLER MANOR

DETAILS



CONSULTING ENTERPRISES, CORP.

LOCAL, NATIONAL & INTERNATIONAL PROJECTS
PHONE: (770) 644-1411

S6

OWNER	ERIC CHAPIN HOMES
ARCHITECT	ERIC CHAPIN
DATE	11/11/11
PROJECT	SNAPPINGLER MANOR
LOCATION	SNAPPINGLER MANOR
SCALE	NOT TO SCALE



IMPORTANT:
PAINTED END OF JOISTS MUST BE POSITIONED AS SHOWN SO THAT HOLES WILL ALIGN.

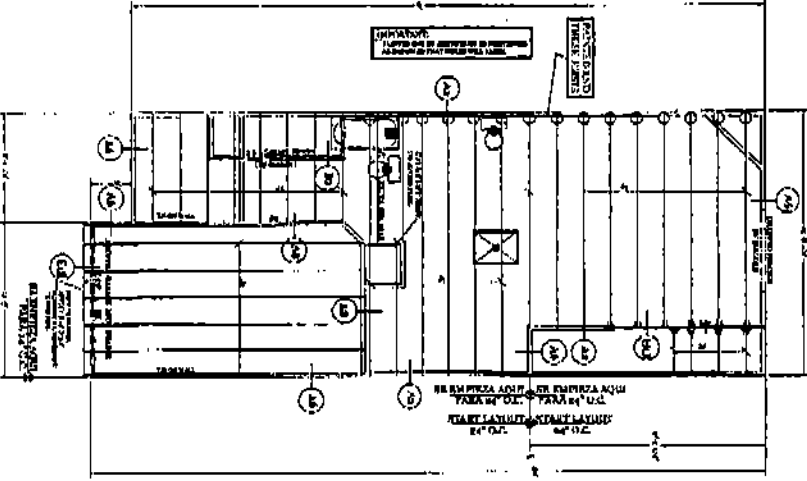
NOTICIA:
SE PINTA LA PUNTA YINTADA DE LA VIGA CORRECTAMENTE PARA LOS AGUJEROS ESTARÁN EN LA MISMA LINEA.

JOIST LABELS COLORED "WHITE"
FOR AND FLOOR PACKAGES
LAS PINTADAS DE LOS TORNOS DE EL
SEGUNDO PISO SON AZUL.

JOIST	SPACING	LENGTH	THICKNESS	WEIGHT
2x10	16"	12'	1 3/4"	12.5
2x10	16"	10'	1 3/4"	10.4
2x10	16"	8'	1 3/4"	8.3
2x10	16"	6'	1 3/4"	6.2
2x10	16"	4'	1 3/4"	4.1
2x10	16"	2'	1 3/4"	2.1

INSTALLER NOTE:
IF YOU ORDER ALL
SKEWERS AND JOISTS
FOR A PROJECT, PLEASE
ORDER ALL JOISTS AND
SKEWERS FROM THE
SAME BATCH TO AVOID
MISMATCHING.

**NO CORTE LA PUNTA PINTADA DE LA VIGA
DO NOT CUT PAINTED END OF JOIST**



WARNING:
SPLIT JOISTS (WHERE NOTED
TO AVOID PLUMBING)

NOTE:
ALL HANGERS ARE FACE MOUNTED 7 1/2" THIRTY-FOUR
UNLESS OTHERWISE NOTED

NOTE:
SPLIT JOISTS (WHERE NOTED
TO AVOID PLUMBING)

Item	Product	Quantity	Notes
1	2x10 Joist	10	12' Length
2	2x10 Joist	10	10' Length
3	2x10 Joist	10	8' Length
4	2x10 Joist	10	6' Length
5	2x10 Joist	10	4' Length
6	2x10 Joist	10	2' Length
7	2x4 Skewer	10	12' Length
8	2x4 Skewer	10	10' Length
9	2x4 Skewer	10	8' Length
10	2x4 Skewer	10	6' Length
11	2x4 Skewer	10	4' Length
12	2x4 Skewer	10	2' Length

**DESIGN BASED
ON ROOF TRUSSES
DISEÑAR BASE
PARA LAS VIGAS
DEL CIELO**

THE JOISTING
JOISTING SYSTEMS
FOR ALL TYPES OF ROOF TRUSSES
AND FLOOR PACKAGES
AND JOISTS
FOR ALL TYPES OF ROOF TRUSSES
AND FLOOR PACKAGES
AND JOISTS

GENERAL NOTES:
1. ALL JOISTS AND SKEWERS MUST BE INSTALLED IN ACCORDANCE WITH THE JOISTING SYSTEMS MANUAL.
2. ALL JOISTS AND SKEWERS MUST BE INSTALLED IN ACCORDANCE WITH THE JOISTING SYSTEMS MANUAL.
3. ALL JOISTS AND SKEWERS MUST BE INSTALLED IN ACCORDANCE WITH THE JOISTING SYSTEMS MANUAL.

JOISTING SYSTEMS
1 OF 1

Mr. Chadler Homes
CHADLER HOMES

JOISTING SYSTEMS
1 OF 1

CASE
Engineered Lumber

JOISTING SYSTEMS
1 OF 1



FRAMER NOTE:
 USE NEW NAILS & ALL
 SIZES AS SHOWN IN LENGTH
 MARK LABELS SHOULD
 BE METRICALLY MARKED

IMPORTANT:
 PAINTED END OF JOISTS MUST BE POSITIONED
 AS SHOWN TO PREVENT WIND ALIGN.

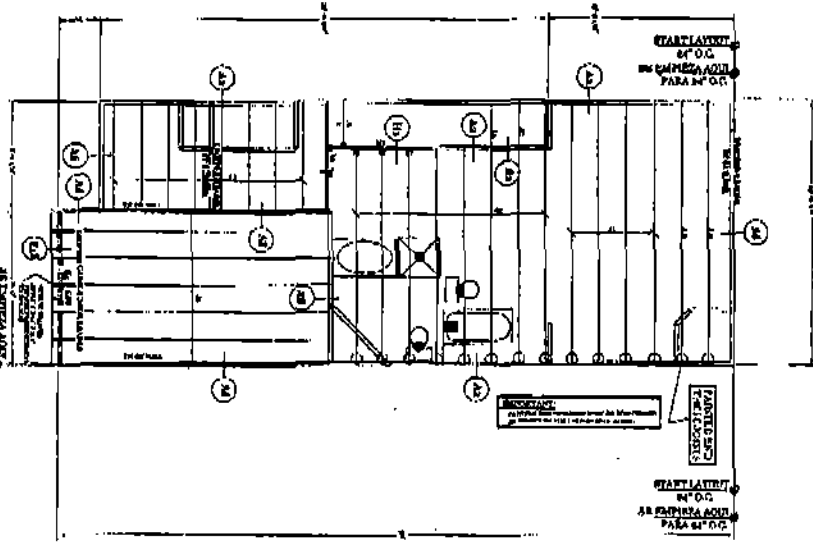
NOTICIA:
 EL PUNTO DE LA PUNTA PINTADA DE LA VIGA
 DEBE SER LA MISMA LINEA
 DONDE SE MUESTRA EN LA MISMA LINEA

ALL HANGERS AND TOP JOINTS MUST BE THROUGH
 UNLESS OTHERWISE NOTED

JOIST HANGER	16D	3"	3"
TRUSS MEMBER	16D	3"	3"
TRUSS MEMBER	16D	3"	3"
TRUSS MEMBER	16D	3"	3"
TRUSS MEMBER	16D	3"	3"
TRUSS MEMBER	16D	3"	3"
TRUSS MEMBER	16D	3"	3"
TRUSS MEMBER	16D	3"	3"
TRUSS MEMBER	16D	3"	3"
TRUSS MEMBER	16D	3"	3"
TRUSS MEMBER	16D	3"	3"
TRUSS MEMBER	16D	3"	3"

JOIST LABELS COLORED "BLUE"
 FOR END FLOOR PLATE
 LAS PUNTA DE LOS TAVAN EN EL
 SEÑALANDO EN SU COLOR

NO CORTE LA PUNTA PINTADA DE LA VIGA!
 DO NOT CUT PAINTED END OF JOIST!



Roof Truss - 16D - 3" x 3" - 3" x 3"

Part	Label	Product	Qty	Notes
1	16D	16D	1	16D
2	16D	16D	1	16D
3	16D	16D	1	16D
4	16D	16D	1	16D
5	16D	16D	1	16D
6	16D	16D	1	16D
7	16D	16D	1	16D
8	16D	16D	1	16D
9	16D	16D	1	16D
10	16D	16D	1	16D
11	16D	16D	1	16D
12	16D	16D	1	16D
13	16D	16D	1	16D
14	16D	16D	1	16D
15	16D	16D	1	16D
16	16D	16D	1	16D
17	16D	16D	1	16D
18	16D	16D	1	16D
19	16D	16D	1	16D
20	16D	16D	1	16D
21	16D	16D	1	16D
22	16D	16D	1	16D
23	16D	16D	1	16D
24	16D	16D	1	16D
25	16D	16D	1	16D
26	16D	16D	1	16D
27	16D	16D	1	16D
28	16D	16D	1	16D
29	16D	16D	1	16D
30	16D	16D	1	16D



WARNING
 SHEET JOISTS WHERE NOTED
 TO AVOID FLIMBING

NOTE:
 BUILD UP JOIST AT ALL

NOTE:
 NAIL END JOISTS TOGETHER AT
 3 PLYS AND COLOR JOIST
 AT O.C. EACH END

WARRANTY

THIS WARRANTY IS VOID IF THE JOIST IS NOT USED AS SPECIFIED IN THE INSTALLATION INSTRUCTIONS. THE JOIST IS NOT TO BE USED IN ANY MANNER NOT SPECIFIED IN THE INSTALLATION INSTRUCTIONS. THE JOIST IS NOT TO BE USED IN ANY MANNER NOT SPECIFIED IN THE INSTALLATION INSTRUCTIONS.

DESIGN BASED
 ON ROOF TRUSSES
 DISEÑAR BASE
 PARA LAS VIGAS
 DEL CIELO



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Eric Chaffin Homick
 LICENSED PROFESSIONAL ENGINEER
 LICENSE NO. 12345
 STATE OF FLORIDA

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SECTION 3

ARTICLES OF INCORPORATION

Secretary of State
Corporations Division
315 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CONTROL NUMBER: 0233559
EFFECTIVE DATE: 06/28/2002
JURISDICTION : GEORGIA
REFERENCE : 0070
PRINT DATE : 07/03/2002
FORM NUMBER : 311

SIMMONS, SZCZECKO & MCFEE
WILLIAM C. MCFEE, JR. ESQ.
315 W. PONCE DE LEON AVE. SUITE 850
DECATUR, GA 30030

CERTIFICATE OF INCORPORATION

I, Cathy Cox, the Secretary of State and the Corporations Commissioner of the State of Georgia, do hereby certify under the seal of my office that

SNAPPINGER MANOR CONDOMINIUM ASSOCIATION, INC.
A DOMESTIC NONPROFIT CORPORATION

has been duly incorporated under the laws of the State of Georgia on the effective date stated above by the filing of articles of incorporation in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on the date set forth above.

STATE OF GEORGIA



A handwritten signature in black ink, appearing to read "Cathy Cox".

Cathy Cox
Secretary of State



CATHY COX
Secretary of State

CORPORATIONS DIVISION
315 West Tower, #2 Martin Luther King, Jr. Drive
Atlanta, Georgia 30334-1530
(404) 656-2817

Registered agent, officer, entity status information via the Internet
<http://www.sos.state.ga.us/corporations>

WARREN RARY
Director

QUINTILIS B. ROBINSON
Deputy Director

TRANSMITTAL INFORMATION
GEORGIA PROFIT OR NONPROFIT CORPORATIONS

DO NOT WRITE IN SHADED AREA - SOS USE ONLY

DOCKET CODE	DATE FILED	PENDING	CONTROL	CHECK RECEIPT
TYPE CODE	EXAMINER	JURISDICTION (COUNTY) CODE		

NOTICE TO APPLICANT: PRINT PLAINLY OR TYPE REMAINDER OF THIS FORM

1. 021760587

Corporate Name Reservation Number

Snapfinger Manor Condominium Association, Inc.

Corporate Name

2. William C. McFee, Jr.

(404) 378-171

Applicant/Attorney

Telephone Num

Simmons, Szczecko & McFee, P.C.

315 W. Ponce de Leon Avenue, Suite 850

Address

Decatur

GA

30030

City

State

Zip Code

3.

Mail or deliver to the Secretary of State, at the above address, the following:

- 1) This transmittal form
- 2) Original and one copy of the Articles of Incorporation
- 3) Filing fee of \$60.00 payable to Secretary of State. Filing fees are NON-refundable.

I certify that a Notice of Incorporation or Notice of Intent to Incorporate with a publication fee of \$40.00 has been or will be mailed or delivered to the official organ of the county where the initial registered office of the corporation is to be located. (The Clerk of Superior Court can advise you of the official organ in a particular county.)

Authorized Signature

6/26/02
Date

Business entity information via the Internet: <http://www.sos.state.ga.us/corporations/>

ARTICLES OF INCORPORATION

OF

SNAPFINGER MANOR CONDOMINIUM ASSOCIATION, INC.

I

The name of the Corporation is "Snapfinger Manor Condominium Association, Inc."

II

The Corporation's initial registered office is located at 315 W. Ponce de Leon Avenue, Suite 850, Decatur, GA 30030, and its initial registered agent at such office is William C. McFee, Jr.

III

The name of the incorporator is:

William C. McFee, Jr.
Simmons, Szczecko & McFee, P.C.
315 W. Ponce de Leon Avenue, Suite 850
Decatur, GA 30030

IV

The Corporation is organized pursuant to the Georgia Nonprofit Corporation Code for the purpose of exercising the powers of the condominium association of Snapfinger Manor Condominium pursuant to the Georgia Condominium Act.

V

The Corporation will have members. Each unit owner in Snapfinger Manor Condominium will be a member of the Corporation. In addition, Benchmark/Snapfinger, LLC, a Georgia limited liability company, as Declarant, will have certain membership rights, which will be set forth in a Declaration of Condominium to be recorded for Snapfinger Manor Condominium, DeKalb County, Georgia.

VI

The initial mailing address of the Corporation is at 6111 Peachtree Dunwoody Road, Suite F-102, Atlanta, GA 30328.

VII

The names and addresses of the individuals who are to serve as the initial Directors of the Corporation are as follows:

Fred J. Schwaemmle, Jr.
6111 Peachtree Dunwoody Road, Suite F-102
Atlanta, GA 30328

Ralph Buck Davis
6111 Peachtree Dunwoody Road, Suite F-102
Atlanta, GA 30328

Jonene Fine
6111 Peachtree Dunwoody Road, Suite F-102
Atlanta, GA 30328

VIII

No director shall be liable to the Corporation or its shareholders for monetary damages for breach of duty of care or other duty as a director, provided that the foregoing shall not eliminate or limit the liability of a Director:

- (a) For any appropriation, in violation of his duties, of any business opportunity of the Corporation;
- (b) For acts or omissions which involve intentional misconduct or a knowing violation of law;
- (c) Types of liability set forth in O.C.G.A. Section 14-3-860 through 864; or
- (d) For any transaction from which the Director received an improper personal benefit.

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation this the 26 day of June, 2002.


William C. McFee, Jr., Incorporator

Simmons, Szczecko & McFee, P.C.
315 W. Ponce de Leon Avenue, Suite 850
Decatur, Georgia 30030
(404) 378-1711

Schwaemmle/Shellbark East/Snapfinger Condo Articles

SECRETARY OF STATE
CORPORATIONS DIVISION
JUN 28 A 9 08

SECTION 4

ESTIMATED BUDGET FOR ASSOCIATION

**OPERATING BUDGET
SNAPFINGER MANOR
128 UNITS**

CATEGORY	MONTHLY	PER UNIT
Entrance, Electric	\$84.00	\$0.66
Street Lights, Electric	\$806.00	\$6.30
Common Area, Water	\$84.00	\$0.66
Landscape Maintenance	\$3,840.00	\$30.00
Landscape Improvements	\$640.00	\$5.00
Dumpster/Trash Pickup	\$640.00	\$5.00
Gate, Service Contract	\$40.00	\$0.31
Phone, Gate	\$60.00	\$0.47
Property Repair (sign, sprinkler, gate)	\$150.00	\$1.17
Gutter Cleaning	\$264.00	\$2.06
Termite Bond	\$800.00	\$6.25
Administrative	\$69.00	\$0.54
CPA	\$20.00	\$0.16
Legal	\$140.00	\$1.09
Insurance	\$2,025.00	\$15.82
Property Tax	\$450.00	\$3.52
Management Fee	\$1,280.00	\$10.00
TOTAL OPERATING	\$11,392.00	\$89.00
Capital Reserve	\$4,700.00	\$36.72
Painting, Roofs, Roads, Gate		
TOTAL EXPENSE	\$16,092.00	\$125.72
Monthly Association Fee	\$126.00	

SECTION 5

DECLARANT'S COMMITMENT FOR IMPROVEMENTS

SNAPPINGER MANOR CONDOMINIUM
DECLARANT'S COMMITMENT FOR IMPROVEMENTS

Benchmark/Snapfinger, LLC, the Declarant, makes no commitment that it will build and/or submit additional units, additional recreational area or other facilities or additional property to Snapfinger Manor Condominium ("Condominium"); provided, however, notwithstanding the foregoing, Declarant expressly reserves the right to add additional property to the Condominium as set forth in the Declaration of Condominium for Snapfinger Manor Condominium.

Declarant's Statement Concerning
Items Required by O.C.G.A. §44-3-111

The following items required by Section 44-3-111 of the Georgia Condominium Act are not applicable to Snapfinger Manor Condominium and, therefore, are not in existence as of the date hereof:

- (1) Ground Lease (none required or used); and
- (2) Management or Maintenance Contracts (no management or maintenance contracts to exceed one year); and
- (3) Service Contracts (no service contracts to exceed one year); and
- (4) Recreational Leases (none required or used).
- (5) A Statement or Condition of Property (none required).

SECTION 6

PURCHASE AGREEMENT (SAMPLE)



1. PARTIES: CHOICE HOMES, INC. (Seller) agrees to sell and convey to _____ (Buyer), and Buyer agrees to buy from Seller, the property described below.

2. PROPERTY: All that tract of land lying and being in Land Lot _____ of the _____ District _____ Section of _____ County, Georgia, being more particularly described as Lot _____, Block _____, Phase/Section _____ of _____ Subdivision as recorded in Plat Book _____, Page _____, _____ County, Georgia records (together with the following which are presently a part thereof or attached thereto or which may become a part thereof) and any other systems or fixtures, all plants, trees, shrubbery, together with all the improvements thereon and all appurtenances thereto being heretofore collectively referred to as the "Property", and being known as _____ according to the present system of numbering in and around this area. Such Property is further identified as Plan _____, Plan # _____, elevation _____, and garage _____.

3. PURCHASE PRICE:
- A. Cash portion of Sales Price payable by Buyer at closing \$ _____
 - B. Sum of all financing described below (excluding any FHA or Mortgage Insurance Premium (MIP), VA funding fee, Private Mortgage Insurance Premium (PMI)) \$ _____
 - C. Sales Price (hereinafter Sales Price) (Sum A and B) \$ _____

In the event that Buyer elects to pay all cash for the Property, then Buyer agrees to provide Seller within ten (10) days of the Contract with proof that Seller may declare this Contract null and void.

4. METHOD OF PAYMENT: Buyer warrants that Buyer will have sufficient cash at closing, which when combined with the loan(s), if any, referenced herein, will allow Buyer to complete the purchase of the Property. The purchase price of the Property shall be paid by Buyer at closing as follows: (Select sections A, B, and C below. The sections not marked are not a part of this Contract.)

- A. All Cash at closing: At closing, Buyer shall pay the purchase price to Seller in cash, or its equivalent. Buyer's obligation to close shall not be subject to any financial contingency. Buyer shall pay all closing costs.
- B. Loan to be assumed: See Exhibit "_____".
- C. New loan to be obtained: This Contract is made conditioned upon Buyer's ability to obtain a loan except if the loan is denied because Buyer lacks sufficient cash to close excluding the amount of the loan and/or because Buyer has no sold or leased other real property) in the principal amount of \$ _____, with an interest rate of not more than _____% per annum on the unpaid balance, to be secured by a first lien security deed over a term of not less than _____ years. "Ability to obtain" as used herein means that Buyer is qualified to receive the loan described herein based upon lender's customary and standard underwriting criteria. The loan shall be of the type selected below: (The sections not marked are not a part of this Contract.)

- (1) Loan Type:
 - Conventional.
 - FHA INSURED FINANCING: This Contract is subject to approval for Buyer of a Section _____ FHA insured loan of not less than \$ _____ (excluding any financed MIP) amortizable monthly for not less than _____ years, with interest not to exceed _____% per annum for the first _____ year(s) of the loan. As required by HUD-FHA, if FHA valuation is unknown, "It is expressly agreed that, notwithstanding any other provisions of this Contract, the purchaser (Buyer) shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposited or otherwise unless the purchaser (Buyer) has been given in accordance with the HUD/FHA or VA requirements a written statement issued by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement Lender setting forth the appraised value of the Property of not less than \$ _____. The purchaser (Buyer) shall have the privilege and option of proceeding with consummation of the Contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the Property. The purchaser (Buyer) should satisfy himself/herself that the price and the condition of the Property are acceptable." If the FHA appraised value of the Property (excluding closing costs and MIP) is less than the Sales Price (3C above), Seller may reduce the Sales Price in an amount equal to the FHA appraised value (excluding closing costs and MIP) and the parties to the sale shall close the sale at such lower Sales Price with appropriate adjustments to 3A and 3B above.
 - VA GUARANTEED FINANCING: This Contract is subject to approval for Buyer of a VA guaranteed loan of not less than \$ _____ (excluding any financed Funding Fee) amortizable monthly for not less than _____ years, with interest not to exceed _____% per annum for the first _____ year(s) of the loan. VA NOTICE TO BUYER: "It is expressly agreed that, notwithstanding any other provisions of this Contract, the Buyer shall not incur any penalty by forfeiture of earnest money or otherwise or be obligated to complete the purchase of the Property described herein, if the Contract purchase price or cost exceeds the reasonable value of the Property established by the Department of Veterans Affairs. The Buyer shall, however, have the privilege and option of proceeding with the consummation of this Contract without regard to the amount of the reasonable value established by the Department of Veterans Affairs." If Buyer elects to complete the purchase at an amount in excess of the reasonable value established by VA, Buyer shall pay such excess amount in cash from a source which Buyer agrees to disclose to the VA and which Buyer represents will not be from borrowed funds except as approved by VA. If VA reasonable value of the Property is less than the Sales Price (3C above), Seller may reduce the Sales Price to an amount equal to the VA reasonable value and the parties to the sale shall close at such lower Sales Price with appropriate adjustments to 3A and 3B above.
 - Other: See Exhibit "_____".

(2) Loan Obligations: If Buyer is obtaining financing for the purchase of the Property, Buyer shall apply for a loan with five (5) days from the date of the Contract and shall make every reasonable effort to obtain approval from _____ as Lender. Contemporaneous with the signing of this Contract, Seller is providing Buyer with a "Lender Contact Sheet." Buyer agrees that Buyer will provide Seller with a completed "Lender Contact Sheet" with ten (10) days of the date of this Contract. If Buyer's financing is not approved by the above designated Lender to the satisfaction of Seller within thirty (30) days of the date of this Contract or if Buyer elects to obtain financing from a lender other than the Lender designated above, Seller, at its option, shall have the right to terminate this Contract and return the Earnest Money to Buyer.

5. EARNEST MONEY: \$ _____ is herewith tendered and is to be deposited as Earnest Money with CHOICE HOMES, INC. as Seller upon execution of this Contract by both parties. Buyer has paid said Earnest Money, the receipt of which is hereby acknowledged by Seller as Earnest Money, which is to be deposited in the general account of Seller and not in a separate escrow/trust bank account. This Earnest Money is to be applied as part payment of the purchase price at the time of closing, or otherwise is to be disbursed as provided in this Contract. Seller shall deposit such Earnest Money provided herein immediately after this Contract has been accepted by all parties. Buyer acknowledges and agrees that Seller shall have the right to use such funds for whatever purpose Seller sees fit, and such Earnest Money will not be segregated or set apart in any manner. Buyer recognizes and accepts the risk of depositing the Earnest Money with Seller.

Buyer(s) Initials _____

6. TITLE:

A. WARRANTY: Seller warrants that at the time of closing, Seller will convey good and marketable title to said Property by general warranty deed, subject only to: (1) zoning; (2) general utility, sewer, and drainage easements of record on the subject property; (3) any and all liens, mortgages, judgments, and/or condominium declarations, covenants, restrictions, and easements of record on the Acceptance Date.

B. EXAMINATION: Buyer may, prior to closing, examine title and furnish Seller with a written statement of objections affecting the marketability of said title. If Seller fails to satisfy valid title objections prior to closing or any extension thereof, then Buyer may terminate the Contract upon written notice to Seller, in which case Buyer's Earnest Money shall be returned. Good and marketable title as used herein shall mean title which a title insurance company licensed to do business in Georgia will insure at its regular rate, subject only to standard exceptions.

C. SURVEY: Any survey of the Property attached hereto by Contract of the parties prior to the Acceptance Date shall be a part of this Contract. Buyer shall have the right to terminate this Contract upon written notice to Seller if a new survey performed by a surveyor licensed in Georgia is obtained which is materially different from any attached survey with respect to the Property, in which case Buyer's earnest money shall be returned. The term "materially different" shall not apply to any improvements constructed by Seller in their agreed-upon locations subsequent to Acceptance Date. Matters revealed in said survey shall not relieve the warranty of title obligations of Seller referenced above.

7. CONSTRUCTION: Seller agrees to construct a home on the Property substantially in compliance with the plans and specifications with approval upon final inspection of the lender's agent, the Federal Housing Administration or the Veterans Administration, as the case may be, and such substantial compliance shall constitute performance by Seller of its obligations. Seller's normal time for completion of construction, without unforeseen circumstances, is ninety (90) days after the actual commencement of construction. "Commencement of Construction" is defined as the physical start of wall framing on the Property. Notwithstanding the foregoing, if Seller is unable to substantially complete Buyer's home within ninety (90) days after Commencement of Construction, Buyer shall have, at its option, the right to cancel this Contract and receive a full refund of its Earnest Money and \$500 as its sole remedy pursuant to paragraph 20 hereof. If Buyer chooses to cancel this Contract pursuant to this paragraph, Buyer must send Seller written notice of such election no later than one hundred (100) days following the Commencement of Construction. If Buyer fails to send such notice, Buyer waives its right to cancel this Contract. Seller makes no representation concerning when there will be a Commencement of Construction.

All construction on the Property must be approved and controlled by Seller and shall be performed only by Seller or contractors retained by Seller. Under no circumstances may Buyer perform any work or install any items on the Property.

Nothing contained herein shall render Seller liable for any delay in the construction caused by acts of Buyer, failure of any subcontractors or materialmen, fires, strikes, delays due to governmental regulations, war, change order or selection of materials by Buyer, inclement weather, allocation of materials or priorities, delays or defaults by public carriers, shortages of labor or materials, acts of God, or other work stoppages, casualties or causes beyond Seller's control. In the event of such delays, Seller may extend the date for substantial completion by the number of days resulting from such delays.

8. SOIL TREATMENT: At closing, Seller shall provide Buyer a current Soil Treatment Certification. If any additional inspections and/or reports are requested by Buyer or Lender, any costs for such inspections and/or reports shall be paid by Buyer.

9. DESTRUCTION: If the home built on the Property is either totally destroyed or substantially damaged before closing, either party may terminate this Contract by written notice to the other within ten (10) days of the date of such casualty. This Contract may not be terminated after a closing occurs.

10. SETTLEMENT AND OTHER EXPENSES:

A. The following expenses must be paid at, or prior to, closing:
(1) The total of the loan discount fees may not exceed ____% of the loan of which Seller shall pay \$____ and Buyer shall pay the remainder. The total of any buy down fees may not exceed \$____ which will be paid by ____.

(2) Seller's Expenses:
(a) All Sales: Lender, FHA or VA completion requirements, release of existing liens; tax statements or certificates; those expenses Buyer is prohibited by FHA or VA from paying; and other expenses stipulated to be paid by Seller under other provisions of this Contract.
(b) VA Loan Sales: Those expenses stated in 10(A)(2)(a) above plus other expenses VA regulation prohibits Buyer from paying.

(3) Buyer's Expenses:
(a) All Sales: Expenses incident to any loan, including application, origination and commitment fees; interest on the notes from date of disbursement to one month prior to date of first monthly payments; loan appraisal fee; recording fees; endorsements required by lender, copies of assessments and restrictions; mortgage title policy; loan-related inspection fees; credit reports; all prepaid items, including required premiums for flood and hazard insurance, transfer tax, reserve deposits for insurance, ad valorem taxes and special government assessments; Georgia intangible recording tax; EPA endorsement; final compliance inspection; other expenses stipulated to be paid by Buyer under other provisions of this Contract.
(b) Conventional Loan Sales: Expenses noted above and other loan-related expenses, including PMI premiums, photos, amortization schedules, one-half of escrow fee, preparation of loan documents, courier fee, repair inspections, underwriting fee, wire transfer, tax statements or certificates.
(c) FHA Loan Sales: Expenses noted above and other loan-related expenses including photos, amortization schedules, one-half of escrow fee, preparation of loan documents, courier fee and repair inspections.

B. The VA Loan Funding Fee or FHA Mortgage Insurance Premium (MIP) not in excess of ____ will be paid by Buyer, and paid in cash at closing added to the amount of the loan or paid as follows: ____.

C. Any exceptions to the above: ____ In no event shall Buyer pay charges and fees expressly prohibited by FHA, VA, or other government loan program regulations, if applicable.

11. ASSOCIATION FEES: [Select A, B or C below. The sections not marked are not a part of this Contract.]

- A. Mandatory. Buyer acknowledges that there is a required association fee in the approximate amount of \$____ per year, prorated at closing with an initiation fee of \$____.
- B. Not Mandatory. Buyer acknowledges that there is not a required association fee.
- C. No Association. Buyer acknowledges that there is no association.

12. CLOSING: Seller shall send Buyer written notification of substantial completion on the above home and closing shall be on or before ten (10) days from the date of said notice (hereinafter the Closing Date). Buyer shall be obligated to close as a result of Seller obtaining a certificate of occupancy on the Property. In the event Seller does not obtain the certificate of occupancy within said ten (10) day notice period from the substantial completion, the ten (10) day period shall be extended until three(3) business days after a certificate of occupancy has been obtained.

13. PRO-RATIONS: Taxes for the current year, maintenance fees, assessments, dues, and rents will be prorated through the Closing Date. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the pro-rations when tax statements for the current year are available. If taxes are not paid at, or prior to, closing, Buyer will be obligated to pay taxes for the current year.

14. REAL ESTATE FEE: ____% commission payable to ____ out of Seller's proceeds at closing.

Buyer(s) Initials

15. BROKER AND AGENCY:

A. Agency

1. In this Contract, the term "Broker" shall mean a licensed Georgia real estate broker or brokerage firm and where the context would indicate the broker's affiliated licensees. No broker in this transaction shall owe any duty to Buyer or Seller greater than what is set forth in their brokerage engagements and the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-6A-01 et seq.
2. Seller and Buyer acknowledge that if they are not represented by a Broker they are each solely responsible for protecting their own interests, and that Broker's role is limited to performing ministerial acts for either party.
3. The Broker, if any, working with the Seller is identified on the signature page as the "Listing Broker"; and said Broker is representing the Seller; OR, is not representing the Seller;
4. The Broker, if any, working with the Buyer is identified on the signature page as the "Selling Broker", and said Broker is representing the Buyer; OR, is not representing the Buyer; and
5. If Buyer and Seller are both being represented by the same Broker, a relationship of other designated agency, OR, dual agency shall exist.
 - (a) Dual Agency Disclosure: [Applicable only if dual agency has been selected above.] Seller and Buyer are aware that Broker is acting as a dual agent in this transaction and consent to the same. Seller and Buyer have been advised that:
 - (i) In serving as a dual agent the Broker is representing two clients whose interests are or at times could be different or even adverse;
 - (ii) The Broker will disclose all adverse, material facts relevant to the transaction and actually known to the dual agent to all parties in the transaction except for information made confidential by request or instructions from another client which is not otherwise required to be disclosed by law;
 - (iii) The Buyer and Seller do not have to consent to dual agency; and
 - (iv) The consent of the Buyer and Seller to dual agency has been given voluntarily and the parties have read and understood their brokerage engagement Contracts.
 - (v) Material Relationship Disclosure. The Broker and/or affiliated licensees have no material relationship with either client except as follows: _____. (A material relationship means one actually known of a personal, familial or business nature between the Broker and affiliated licensees and a client which would impair their ability to exercise fair judgment relative to another client.)
 - (vi) Notwithstanding any provision to the contrary contained herein Seller and Buyer each hereby direct Broker, while acting as dual agent, to keep confidential and not reveal to the other party any information which could materially and adversely affect their negotiating position.
 - (b) Designated Agency Assignment. [Applicable only if the designated agency has been selected above.] The Broker has assigned _____ to work exclusively with Buyer as Buyer's designated agent and _____ to work exclusively with Seller as Seller's designated agent. Each designated agent shall exclusively represent the party to whom such has been assigned as a client and shall not represent in this transaction the client assigned to the other designated agent.

B. Brokerage. The Broker(s) identified herein have performed valuable brokerage services and are to be paid a commission pursuant to a separate Contract or Contracts. Unless otherwise provided for herein, the Listing Broker will be paid a commission by the Seller, and the Selling Broker will receive a portion of the Listing Broker's commission pursuant to a cooperative brokerage agreement. The closing attorney is directed to pay the commission of the Broker(s) at closing out of the proceeds of the sale. If the sale proceeds are insufficient to pay the full commission, the party owing the commission will pay any shortfall at closing. If more than one Broker is involved in the transaction, the closing attorney is directed to pay each Broker their respective portion of said commission. In the event the sale is not closed because of Buyer's and/or Seller's failure or refusal to perform any of their obligations herein, the non-performing party shall immediately pay the Broker(s) the full commission the Broker(s) would have received had the sale closed, and the Selling Broker and Listing Broker may jointly or independently pursue the non-performing party for their portion of the commission.

16. FTC INSULATION DISCLOSURE DATA: The following data reflect characteristics of insulation according to data from the manufacturer or installer:

Collings:	Type: _____	Thickness: _____	R-Value _____
Flat	Type: _____	Thickness: _____	R-Value _____
Slope	Type: _____	Thickness: _____	R-Value _____
Exterior walls:	Type: _____	Thickness: _____	R-Value _____
Other:	Type: _____	Thickness: _____	R-Value _____

All R-Values given are for living areas only.

17. PROVISIONS: The provisions on the reverse side are part of this Contract. THIS CONTRACT SHALL BE BINDING UPON SELLER ONLY WHEN EXECUTED BY BOTH THE CHOICE HOMES INC. COMMUNITY MANAGER AND THE SALES CONSULTANT. Receipt of earnest money by a Sales Consultant does not constitute acceptance of this Contract by Seller.

This Contract is entered into and executed this _____ day of _____.

SELLER, CHOICE HOMES, INC. BUYER

SALES CONSULTANT _____ BUYER
COMMUNITY MANAGER _____ STREET ADDRESS

Earnest money is hereby acknowledged in the form of CITY _____ STATE _____ ZIP _____
() personal check or () cash. Date _____ HM # _____ WK # _____ WK # _____

18. LIMITED WARRANTY: The Seller further agrees to make application to RESIDENTIAL WARRANTY CORPORATION for a Limited Warranty concerning the improvements to be constructed on the subject Property according to the procedures prescribed by RESIDENTIAL WARRANTY CORPORATION. Buyer has been provided a sample Limited Warranty booklet and has read and understands the Seller's warranty administered by RESIDENTIAL WARRANTY CORPORATION. Validation of a RESIDENTIAL WARRANTY CORPORATION Limited Warranty is not guaranteed, but is conditioned by the satisfactory completion of all required inspections, upon Seller's compliance with all the Administrator's enrollment procedures, and upon Seller remaining a member in good standing of the Limited Warranty Program. Effective with the date of closing, Seller shall provide Purchaser a limited one-year warranty on materials and workmanship.

THE ONLY EXPRESS WARRANTY GIVEN BY SELLER TO BUYER IN THIS CONTRACT IS THE TEN YEAR EXPRESS WRITTEN LIMITED WARRANTY PROGRAM CONTAINED IN THE LIMITED WARRANTY PROGRAM BOOKLET OF RESIDENTIAL WARRANTY CORPORATION, AND THAT EXPRESS WRITTEN LIMITED WARRANTY IS GIVEN ONLY IN THE EVENT RESIDENTIAL WARRANTY CORPORATION ACCEPTS THE APPLICATION FOR PROTECTION. TO THE EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED AND EXCLUDED.

BUYER ACCEPTS FROM SELLER ALL CONSUMER PRODUCTS INSTALLED IN THE HOME "AS IS AND WITH ALL FAULTS." BUYER UNDERSTANDS AND AGREES THAT THE ONLY WARRANTIES ON CONSUMER PRODUCTS INSTALLED IN THE HOME ARE THOSE OF THE MANUFACTURER OR SUPPLIER WHICH ARE ASSIGNED BY SELLER TO BUYER, EFFECTIVE ON THE CLOSING DATE. THE TERM "CONSUMER PRODUCTS" AS USED IN THIS CONTRACT IS DEFINED IN 15 U.S.C. 2301.

Buyer(s) Initials

SELLER DOES NOT WARRANT OR GUARANTY ANY TREE(S) ON THE PROPERTY.

The grading of the Property is certified prior to closing. It is Buyer's responsibility to maintain the grading of the Property. Should Buyer build a swimming pool or materially alter the landscaping of the Property after closing, Buyer understands and agrees that the installation of said pool or landscaping may alter established grading and drainage patterns and Buyer will be responsible for re-establishing the grading to provide proper drainage after the installation of said pool and/or landscaping. Buyer agrees that the installation of the pool and/or landscaping will relieve Seller from any responsibility regarding grading or drainage in the area affected by the installation of said pool or landscaping.

19. ARBITRATION: Any claim or controversy arising out of or related to this Contract, or breach thereof on any warranty, shall be settled by binding arbitration administered by the Construction Arbitration Associates Ltd., and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties hereto further agree that such arbitration is the only recourse for such claims, and the parties further waive the right to pursue such claims in any other forum. The arbitration shall be conducted in accordance with C.C.G.A. § 9-9-1 et seq. and with the rules and procedures of the arbitrator.

In order for this paragraph to be a part of this Contract, it must be initialled by Buyer and Seller, if not initialed, it shall be void and unenforceable.

Seller
Initials

Buyer(s)
Initials

20. TERMINATION OR DEFAULT:

- A. **BUYER DEFAULT:** Buyer agrees that in the event of a default hereunder by Buyer, Seller shall be entitled to collect and retain the Earnest Money along with any non-refundable fees for optional upgrades selected by Buyer, without proof of loss or damage, such sum being agreed on by the Buyer and Seller as liquidated damages for failure of the Buyer to perform the duties and obligations imposed on it by the terms and provisions of this Contract. The Buyer agrees to accept and take said cash payment as its total damages and relief hereunder in such event. The parties to this Contract agree that the Seller's actual damages, in the event of a default by the Buyer, would be difficult of definite ascertainment because of the uncertainties of the real estate market and the fluctuations of property values between the date of this Contract and the date of breach, and because of differences of opinion with respect thereto, and the parties therefore agree that such amount is, as to each of them, reasonable as liquidated damages. Seller shall not be entitled to and hereby waives the remedy of specific performance.
- B. **SELLER DEFAULT:** Seller agrees that in the event of a default hereunder by Seller, Buyer shall be entitled to collect and retain the Earnest Money plus \$500, without proof of loss or damage, such sum being agreed on by the Buyer and Seller as liquidated damages for failure of the Seller to perform the duties, liabilities, and obligations imposed on it by the terms and provisions of this Contract. The Buyer agrees to accept and take said cash payment as its total damages and relief hereunder in such event. The parties to this Contract agree that the Buyer's actual damages, in the event of a default by the Seller, would be difficult of definite ascertainment because of the uncertainties of the real estate market and the fluctuations of property values between the date of this Contract and the date of breach, and because of differences of opinion with respect thereto, and the parties therefore agree that such amount is, as to each of them, reasonable as liquidated damages. Buyer shall not be entitled to and hereby waives the remedy of specific performance.
- C. **TERMINATION:** Without regard to default, Seller shall have the right to terminate this Contract, at any time prior to closing upon the return of Buyer's Earnest Money Deposit plus \$500.
- D. **DISPUTE BETWEEN THE PARTIES:** Notwithstanding any of the above, in the event that a bona fide dispute should arise between Buyer and Seller before the closing concerning boundaries, consideration, construction, or any matter relating to this Contract, and if such bona fide dispute cannot in good faith be resolved completely and to the satisfaction of both parties within (15) days after such dispute has arisen, then Seller shall have the right, upon written notice to Buyer, to terminate this Contract and return the Earnest Money to Buyer and no cause of action shall accrue on behalf of Buyer because of such termination.

21. INSPECTIONS

- A. **Standards.** The only criteria and standards that will be used in connection with inspections permitted by this Contract and in compiling the New Home Orientation Walk Through List are those set forth in writing in: (1) applicable government codes, regulations or ordinances; (2) enforceable public or private restrictions or covenants or subdivision or homeowners' association rules or regulations; (3) any warranty provided for in paragraph 18 of this Contract, and (4) the New Construction, Exhibit "A", if that exhibit is part of this Contract. The criteria and standards provided for by in the warranty shall be referred to as the "Construction Standards." Buyer acknowledges that Seller is not required to perform work that exceeds the Construction Standards. Seller is not responsible for addressing or correcting conditions located outside the Property even if they affect the Property.
- B. **Buyer Inspection.** After obtaining Seller's written permission, Buyer, at Buyer's expense, at reasonable times during normal business hours, and without interfering with any work on the Property, shall have the right and responsibility to enter upon the Property for the purpose of inspecting, examining, testing and surveying the Property and any other condition or circumstance on or in the vicinity of the Property that might affect the Property. Buyer agrees to assume all responsibility for its own acts and those of its representative(s) in exercising its rights under paragraph 21, and agrees to indemnify and hold Seller and Brokers harmless as to any damages or injuries (including reasonable attorney's fees) resulting therefrom to the fullest extent permitted by Georgia law. Seller may be present during any inspection. If Buyer becomes aware of a problem or defect during any such inspection, Buyer shall promptly provide written notification to Seller of such problem or defect.
- C. **New Home Orientation Walk Through Inspections.** Whether or not Buyer has earlier inspected the Property, prior to closing, Buyer and Seller's representative shall inspect the Property and prepare and sign a New Home Orientation Walk Through List specifying all items, including any items noted in previous inspections, that fail to comply with the Construction Standards. The inclusion of an item on the executed New Home Orientation Walk Through List that does not fail to meet the Construction Standards shall not obligate Seller to address that item. Buyer acknowledges that Seller will make its best efforts to address all of the items specified in the New Home Orientation Walk Through List that fail to comply with the Construction Standards on a timely basis as soon as reasonably possible after closing. However, the fact that any such items remain to be addressed as of closing shall not constitute a valid reason for Buyer's failure or refusal to close, as long as a certificate of occupancy or final inspection certificate has been issued, and none of the proceeds due to Seller at closing shall be withheld from Seller or placed in escrow with the Seller's written consent because such items have not been addressed prior to closing. In lieu of repairing any item specified on the New Home Orientation Walk Through List, or in previous written notification, Seller shall have the option of replacing such item or paying reasonable sums to Buyer with which to have such a repair or replacement made by Buyer or a third party.
- D. **Private Inspectors.** If Buyer chooses to use a private home inspector in connection with any of the inspections permitted herein, that inspector must at the time of the inspection: (1) maintain all business licenses required by law; (2) be a full-time professional inspector or professional engineer; (3) if not a professional engineer, be a member of either the American Society of Home Inspectors, Inc. or the Georgia Association of Home Inspectors, Inc.; (4) have general liability insurance in an amount of at least \$500,000; and (5) have professional liability insurance in any amount of at least \$500,000. At the time of the inspection, Buyer shall provide to Seller proof that the inspector meets these requirements. Buyer shall make arrangements with Seller, at least one week in advance, for the home inspector to conduct any such inspection. If the home inspector concludes that there are any violations of applicable codes, then for each alleged violation, Buyer is required to have the inspector specify in written form the applicable code and sections and subsections of the code that the inspector contends have been violated. In conducting any inspection permitted by this Contract, the private inspector shall evaluate the Property solely in accordance with the Construction Standards and not in accordance with other standards.
- E. **Buyer Acceptance.** Except for items set forth in the New Home Orientation Walk Through List that fail to meet the Construction Standards, Buyer expressly acknowledges acceptance at closing of all conditions or circumstances relating to the Property, and waives and releases Seller

Buyer(s) Initials

its agents, employees and subcontractors and Brokers from any claim, right of action, with damages or other relief based upon or relating to any condition or circumstance existing on or in the vicinity of the Property, except as may be covered by the warranty, if any, given Buyer by Seller as provided for in paragraph 18. Upon satisfactory disposition of the items set forth in this acceptance, waiver, and release shall apply to such items as well, except as may be covered by any express warranty provided for in paragraph 18.

22. MISCELLANEOUS:

- A. This Contract will be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns; provided that Buyer shall not assign or transfer by the operation of law or otherwise this Contract or any of Buyer's rights hereunder. Any prohibited assignment shall be null and void and Seller may, at Seller's option, immediately terminate this Contract. Buyer shall not record this Contract. Any recording shall constitute a breach of the obligations of Buyer under this Contract and Seller may terminate this Contract.
- B. Whenever the context shall so require, the singular shall include the plural; the masculine gender shall include the feminine and neuter, and vice versa.
- C. Time is hereby declared to be of the essence in the performance by Buyer of each of Buyer's obligations.
- D. If two or more persons are named as Buyer herein, any one of them is authorized to act as agent for, with the right to bind, the other(s) in all matters of every kind or nature with respect to this Contract.
- E. This Contract shall be governed and construed in accordance with the laws of Georgia.
- F. If any one or more of the provisions of this Contract, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Contract and all other applications of any such provision shall not be affected thereby.
- G. Buyer agrees to abide by all zoning ordinances, restrictions and conditions, and Homeowner's Association requirements imposed on the subdivision and Property. Buyer understands that Seller has no control over the city or county for zoning ordinances, deed restrictions and/or changes that the city or county imposes on said subdivision and surrounding areas. Due to the potential for changes in zoning of adjacent property, Seller disclaims all representations. It is the sole responsibility of the Buyer to determine the zoning of any property surrounding or adjacent to the Property. Buyer accepts existing easement conditions and understands that Seller is not responsible for any charges made by city and county utility companies.
- H. All negotiations, dealings, correspondence and memoranda between the parties are merged in this Contract which constitutes the entire Contract between the parties. No representation, promise or inducement not included in this Contract shall be binding upon any party hereto. No agent, representative, or salesman has authority to make any statements, contracts, or representations, either written or oral, modifying, or adding to or changing the terms and conditions of this Contract or in the Written Limited Warranty. Seller is not responsible or liable for any Contract, condition or stipulation not specifically set forth in this Contract or in the Written Limited Warranty relating to or affecting the Property. No modification of this Contract or the Written Limited Warranty shall be binding unless the modification is in writing and signed by an officer of the Seller.
- I. IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT THIS CONTRACT SHALL NOT BE CONTINGENT UPON THE SALE BY BUYER OF ANY EXISTING REAL OR PERSONAL PROPERTY, UNLESS SUCH CONTINGENCY IS ACCEPTED IN WRITING BY THE SELLER AS AN ADDENDUM TO THIS CONTRACT. IF BUYER IS UNABLE TO OBTAIN FINANCING SOLELY AS A RESULT OF FINANCIAL OBLIGATIONS ARISING OUT OF OWNERSHIP OF OTHER REAL PROPERTY, BUYER WILL BE DEEMED TO HAVE THE ABILITY TO OBTAIN FINANCING AS SET FORTH IN PARAGRAPH 3 AND WILL NOT BE ENTITLED TO WITHDRAW FROM THIS CONTRACT.
- J. NEITHER BUYER NOR ANY OTHER PERSON ACTING UNDER BUYER'S DIRECTION MAY ENTER THE PROPERTY WITHOUT SELLER'S PRIOR WRITTEN PERMISSION. BUYER REALIZES AND ACKNOWLEDGES THAT ENTRY UPON THE PROJECT OR THE PROPERTY DURING CONSTRUCTION CAN BE DANGEROUS AND THAT HAZARDS MAY EXIST WHICH ARE NOT OBSERVABLE. BUYER'S ENTRY SHALL BE SOLELY AT HIS OWN RISK. BUYER DOES HEREBY WAIVE ANY AND ALL CLAIMS AGAINST SELLER FOR INJURY OR LOSS TO PERSON OR PROPERTY ARISING OUT OF, OR IN CONNECTION WITH, SUCH ENTRY BY BUYER OR ANY OTHER PERSON ACCOUNTING TO HIM OR ENTERING AT HIS DIRECTION, AND BUYER SHALL DEFEND AND HOLD SELLER HARMLESS FROM AND AGAINST ANY INJURY, LOSS, DAMAGE, OR EXPENSE TO PERSONS OR PROPERTY ARISING OUT OF, OR IN CONNECTION WITH, ANY SUCH ENTRY.
- K. All work on the Property must be performed by Seller or a representative of Seller holding a fully executed, current independent Contractor/Supplier Base Contract with Seller.
- L. Photographs and/or images of the home constructed on the Property may be included in Seller's advertising at Seller's option.
- M. In the event that Buyer selects to purchase optional upgrades to the Property, Seller may require Buyer to pre-pay for such upgrades prior to their installation. Such pre-payments are non-refundable to Buyer in the event Buyer defaults under this contract under the terms of Paragraph 20.A. above.

Buyer(s) Initials

Exhibit " "

SPECIAL STIPULATIONS

1. ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF SELLER. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENT REQUIRED BY CODE SECTION 44-3-111 OF THE "GEORGIA CONDOMINIUM ACT", TO BE FURNISHED BY A SELLER TO A BUYER.

2. THIS CONTRACT APPLIES TO A CONDOMINIUM UNIT WHICH IS PART OF AN EXPANDABLE CONDOMINIUM.

3. COMMON EXPENSE ASSESSMENTS. Purchaser shall pay his or her pro rata share of the common expense assessment levied against the Unit, as provided in the Declaration, for the year in which the closing shall take place, which common expense assessment shall be adjusted at the closing according to the numbers of days remaining in the calendar year. Except for that portion of the assessment installment as shall be payable for the month in which the closing shall take place, which shall be prorated between Seller and Purchaser as of the day of closing, such adjusted common expense assessment shall be payable to

Condominium Association, Inc.,

("Association"), by Purchaser in equal monthly installments, commencing on the first day of the calendar month immediately following the date of closing, or as otherwise provided by the Board of Directors of the Association. From and after the first day of the first calendar month of the year following the year in which the closing takes place, Purchaser shall pay all amounts as are assessed against the Unit in accordance with the terms and provisions of the Declaration.

4. Contribution to Working Capital Fund of Association. In addition to all other sums due hereunder, Purchaser agrees at closing to make a non refundable contribution to the working capital fund of the Association in an amount equal to two (2) months' general assessments on the Unit.

5. Governing Documents. Purchaser acknowledges that the Unit being purchased is a portion of the real property and improvements, which have been or will be made subject to the Declaration, referred to in Paragraph _____. The nature and extent of the rights and obligations of the Purchaser in acquiring and owning the Unit will be controlled by and subject to the Declaration, as well as the Articles of Incorporation, the Bylaws, and the rules and regulations of the Association. Purchaser agrees to comply with all of the terms, conditions and obligations set forth therein.

6. Membership In Association. Upon conveyance of title to the Unit to Purchaser, Purchaser shall automatically become a member of the _____ Association and shall be subject to the assessment obligations and other provisions set forth in the Declaration, including the obligation of the Purchaser to pay a contribution to the working capital of the Association referred to in Paragraph _____ above.

7. Amendments to Documents. Purchaser hereby acknowledges and agrees that prior to the closing, Seller shall have the right to modify, change, revise and amend, without Purchaser's approval, any or all of the documents (other than this Agreement), signed copies of which are contained in the Disclosure Package. In the event the Seller shall make any amendment, modification, change, or revision to the documents or materials contained in the Disclosure Package, which materially affects the rights of the Purchaser or the value of the Unit, then a copy of such shall be delivered to the Purchaser and, if such change, amendment, revision or modification affects materially the right of the Purchaser, then, the Purchaser shall have the option to (1) consent to such, or (2) within seven (7) days after receiving a copy of such, terminate, in writing, this Agreement, in which event Purchaser's entire deposit shall be refunded and the parties hereto shall have no rights or liabilities hereunder. In the event Purchaser does not terminate this Agreement within said seven (7) days, Purchaser shall be conclusively deemed to have consented to the proposed change, amendment, modification or revision.
8. **STATEMENT: THIS CONTRACT IS VOIDABLE BY PURCHASER UNTIL AT LEAST SEVEN (7) DAYS AFTER ALL OF THE ITEMS REQUIRED UNDER CODE SECTION 44-3-111 OF THE "GEORGIA CONDOMINIUM ACT", TO BE DELIVERED TO PURCHASER, HAVE BEEN RECEIVED BY PURCHASER. THE ITEMS REQUIRED ARE: (1) A FLOOR PLAN OF THE UNIT, (2) THE DECLARATION AND AMENDMENTS THERETO, (3) THE ASSOCIATION'S ARTICLES OF INCORPORATIONS AND BYLAWS AND AMENDMENTS THERETO, (4) ANY GROUND LEASE, (5) ANY MANAGEMENT CONTRACT HAVING A TERM IN EXCESS OF ONE YEAR, (6) THE ESTIMATED OR ACTUAL BUDGET FOR THE CONDOMINIUM, (7) ANY LEASE OF RECREATIONAL OR OTHER FACILITIES THAT WILL BE USED ONLY BY THE UNIT OWNERS, (8) ANY LEASE OF RECREATIONAL OR OTHER FACILITIES THAT WILL OR MAY BE USED BY THE UNIT OWNERS WITH OTHERS, (9) A STATEMENT SETTING FORTH THE EXTENT OF THE SELLER'S COMMITMENT TO BUILD OR SUBMIT ADDITIONAL UNITS, ADDITIONAL RECREATIONAL OR OTHER FACILITIES, OR ADDITIONAL PROPERTY, AND (10) IF THIS CONTRACT APPLIES TO A CONDOMINIUM UNIT WHICH IS PART OF A CONVERSION CONDOMINIUM, A STATEMENT DESCRIBING THE CONDITION OF CERTAIN COMPONENTS AND SYSTEMS, A STATEMENT REGARDING THE EXPECTED USEFUL LIFE OF CERTAIN COMPONENTS AND SYSTEMS, AND CERTAIN INFORMATION REGARDING ANY NOTICES OF VIOLATIONS OF**

COUNTY OR MUNICIPAL REGULATIONS, A DATED, WRITTEN ACKNOWLEDGEMENT OF RECEIPT OF ALL SAID ITEMS SIGNED BY PURCHASER SHALL BE PRIMA-FACIE EVIDENCE OF THE DATE OF DELIVERY OF SAID ITEMS.

7. Floor Plans and Models. Purchaser hereby acknowledges and agrees that any floor plans, renderings, drawings, and the like, furnished by Seller to Purchaser which purport to depict the Unit, or any portion thereof, or the building containing the same, are merely approximations, and do not necessarily reflect the actual as-built conditions of the same. The Purchaser further acknowledges and agrees that the decorations, furniture, furnishings, wallpaper, appliances, fixtures, and the like, contained in any model unit of _____ Condominium, are for demonstrative purposes only, and are not included in the property which is the subject of this Agreement.

8. Disclosures. Purchaser acknowledges the following:

- a. That he or she has received and read the Condominium Disclosure Package;
- b. The Condominium Association budget provided to Purchaser is based on estimated expenses only and may increase or decrease significantly when the actual expenses of the Condominium Association become known;
- c. No representations are made that the Unit is or will be soundproof or that sound may not be transmitted from one Unit to another;
- d. The condominium floor plans and the dimensions and square footage calculations shown thereon are only approximations. Any Unit Owner who is concerned about any representations regarding the floor plans should do his/her own investigation as to the dimensions, measurements and square footage of his/her unit.

Buyer

Date

Buyer

Date

SNAPPINGER MANOR CONDOMINIUM PURCHASE AND SALE AGREEMENT

1. **Purchase and Sale.** As a result of the efforts of _____, a licensed Broker (herein referred to as "Selling Broker") and Chafin Realty, Inc., a licensed Broker (hereinafter referred to as "Listing Broker"; Listing Broker and Selling Broker being hereinafter sometimes collectively referred to as "Brokers"). Acting on behalf of the Seller (or as otherwise stipulated hereinafter), the undersigned Buyer agrees to buy, and the undersigned Seller agrees to sell all that tract or parcel of land, with such improvements as are located thereon, described as follows: All that tract of land lying and being in Land Lot _____ of the _____ District, _____ Section of _____ County, Georgia and being known as Address _____, City _____ Zip Code _____, MLS # _____, FMLS # _____ according to the present system of numbering in and around this area, being more particularly described as Building _____, Unit _____, Phase/Section _____ of **SNAPPINGER MANOR** Condominium, as recorded in Plat Book _____, Page _____, County, Georgia records together with the following which are presently a part thereof or attached thereto or which may become a part thereof or attached thereto: all lighting fixtures, all electrical, mechanical, plumbing, air-conditioning, and any other systems or fixtures, all plants, trees, shrubbery, together with all the improvements thereon and all appurtenances thereto being hereinafter collectively referred to as "Property". The full legal description of said Property is the same as is recorded with the Clerk of the Superior Court of the County in which the Property is located and is made a part of this agreement by reference.

2. **Purchase Price and Method of Payment.** Buyer warrants and represents that at the time of closing Buyer will have sufficient cash available (together with the loan or loans, if any, as described herein) to complete the purchase contemplated herein and the Buyer (according to his actual current knowledge.)

Buyer's Initials

does ("Sale of Buyer's Property Contingency" Exhibit attached) or

Buyer's Initials

does not have real property

to sell or lease in order to complete the purchase contemplated herein, and in the event of a "does not" selection above, Buyer further warrants that failure to sell or lease the current residence or any other property will not be grounds for refund of earnest money in the event of loan denial. The Purchase Price of said Property shall be:

_____ Dollars (U.S.) \$ _____

To be paid as set forth in subparagraph A, or B [Select A, or B, below the others are not a part of the Agreement]:

A. **ALL CASH AT CLOSING:** At Closing Buyer shall pay purchase price to Seller in cash or its equivalent. Buyer's obligation to close shall not be contingent upon Buyer's ability to obtain financing. Buyer shall pay all usual and customary closing costs.

B. **WHERE NEW LOAN IS TO BE OBTAINED:** Buyer shall disclose to Listing Broker in writing immediately, upon loan application(s), the name(s) of the lender(s) to which Buyers has applied.

(1) **Loan Terms:** This Agreement is made conditioned upon Buyer's ability to obtain (as herein defined) a loan in the principal amount of _____ % of the purchase price or \$ _____, to be secured by a first lien security deed on the above-described Property; said loan to be paid in consecutive monthly installments of principal and interest over a term of not less than _____ years. "Ability to obtain" as used herein means that the Buyer is qualified to receive the loan described herein based upon the lender's customary and standard underwriting criteria. Proceeds of said loan together with any balance of such purchase price, shall be paid in cash or its equivalent by Buyer to Seller at closing. This loan shall be a [Select (a), (b), and/or (c), below. The others are not a part of this Agreement].

a.) **Fixed Rate Mortgage Loan** with an interest rate of not more than _____ % per annum on the unpaid principal balance.

b.) **Adjustable Rate Mortgage ("ARM") Loan** with an initial interest rate of not more than _____ % per annum on the unpaid principal balance. The interest rate payable to lender by Buyer may increase or decrease according to the terms of said loan, and as a result, the monthly installments of principal and interest payable by the Buyer may increase or decrease.

c.) **FHA or VA Loan**

FHA LOAN: If an FHA loan is to be applied for, then it is expressly agreed that, notwithstanding any other provisions of this contract, the Buyer shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the Buyer has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a Direct Endorsement lender setting forth the appraised value of the Property of not less than \$ _____. The Buyer shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. **HUD DOES NOT WARRANT THE VALUE NOR THE CONDITION OF THE PROPERTY. THE BUYER SHOULD SATISFY HIMSELF/HERSELF THAT THE PRICE AND CONDITION OF THE PROPERTY ARE ACCEPTABLE.**

Initial, date & time

VA LOAN: If a VA loan is to be applied for, It is agreed that, notwithstanding any other provisions of this Agreement, the Buyer shall not incur any loss of earnest money or otherwise be obligated to complete the purchase of the Property if the Agreement purchase price of the Property exceeds the reasonable value of the Property established by the Veterans Administration. Buyer shall, however, have the privilege and option of proceeding with the consummation of this Agreement without regard to the amount of reasonable value established by the Veterans Administration. VA does not warrant the value nor the condition of the Property. The Buyer should satisfy himself/herself that the price and condition of the Property are acceptable.

- (2) **Preferred Lender:** Notwithstanding anything herein to the contrary, in the event Buyer does not make full and complete loan application with Seller's Preferred Lender, which is noted below, within the allotted days noted under paragraph 2, section 7, and/or Buyer elects to use a lender other than Seller's Preferred lender, the same being HomeBanc Mortgage Corporation-Loan Officer Chris Tanner, Buyer shall be deemed to have waived any and all contingencies relating to his/her ability to obtain financing, and any failure by Buyer to obtain financing and to close the transaction in accordance with the terms hereof shall constitute a "Buyer's Default" under Paragraph 25 herein below.
- (3) **Interest Rate Fluctuation:** Buyer and Seller acknowledge and agree that interest rates on first mortgage loans may fluctuate between the date this instrument becomes a Binding Agreement and the date of closing. Accordingly, Buyer agrees that anything contained in the Loan Terms paragraph above, to the contrary notwithstanding, a loan with an interest rate not more than two percent (2%) higher than that interest rate set forth in the Loan Terms paragraph, above, and a monthly payment not greater than that resulting from said increase in interest rate, shall be acceptable to Buyer.
- (4) **Closing Costs:** _____ shall pay all closing costs including Georgia intangible tax, State transfer tax, Soil Certification/Bond (termite letter), cost of survey, all Lender fees, and/or any prepaid items for said loan in a sum not to exceed _____ Buyer shall pay any costs exceeding said sum. Seller shall provide survey and said survey shall be included as part of closing costs: whether or not required by Lender. If Buyer is obtaining an FHA or VA Loan, and is paying closing costs, it is understood and agreed that Seller shall not pay any fees including but not limited to underwriting, tax service, document preparation fees or courier fees which are not permitted to be charged to an FHA or VA Borrower. Should Buyer choose a loan program where Seller is precluded from paying the total amount of closing costs and/or prepaid items agreed to herein, then Buyer shall not be reimbursed for any difference in the amount the Seller agreed to pay versus what can actually be paid under any such loan program. In the event Buyer does not make full and complete loan application with Seller's Preferred Lender, which is noted in paragraph 2 section 2, within the allotted days noted under paragraph 2, section 7, and/or Buyer elects to use a lender other than Seller's Preferred Lender, noted in paragraph 2 section 2, Buyer shall be deemed to have waived any obligation of Seller to all or any portion of the closing costs relating to this transaction, and all such closing costs (whether relating to the loan or the sale transaction) shall be the sole responsibility of Buyer.
- (5) **Loan Discount:** _____ shall pay any loan discount payable in connection with said loan in a sum not to exceed _____ % of said loan amount.
- (6) **Private Mortgage Insurance Premium:** The initial private mortgage insurance premium, if any, for said loan and any portion of private mortgage insurance premium, whether in installment or lump sum, as required by lender, shall be paid by Buyer.
- (7) **Loan Application:** Buyer agrees to make application for said loan within Seven (7) calendar days from Binding Agreement Date, to pursue said application diligently and in good faith, to execute all papers, to provide all documents, to perform all other actions pursuant to obtain said loan and to accept such loan if approved by a lender. In the event of loan denial, Buyer shall promptly notify Seller. Buyer agrees to pay for credit and appraisal fee at loan application, which Buyer acknowledges are non-refundable and pay all monthly deposits as required by lender. Seller reserves the right to choose surveyor and closing attorney and to approve permanent lender.
- (8) **Escrow Deposit:** If required by lender, Buyer shall, in addition to the payment of principal and interest upon said loan, pay at closing the amount of money necessary to establish an escrow account and shall also pay, along with each monthly payment of principal and interest, such other amounts as lender may require, including but not limited to, ad valorem taxes, hazard insurance premiums, and private mortgage insurance.
- (9) **Loan Proceeds:** Proceeds of said loan, together with any balance of such purchase price, shall be paid in cash or certified funds by Buyer to Seller at closing.
- (10) **Buyer's Loan Responsibility:** Buyer acknowledges and represents that he has not relied upon the advice or representations, if any, of Broker or Broker's Affiliated Licensees regarding the type of loan or the terms of any particular loan program to be obtained by Buyer. Buyer agrees to hold harmless Seller, Listing Broker, Selling Broker, and their Affiliated Licensees from any and all claims or loss whatsoever arising out of Buyer's application and commitment for any loan and with respect to the terms of the instruments evidencing or securing said loan. Buyer represents that he will, by the stated closing date in paragraph 20, section A, have the funds (including down payment, closing costs, prepaids, and/ or any other monies needed to close said loan) available to close on the loan applied for in paragraph 2, section B; any failure by Buyer to have said funds shall constitute a Buyer's Default for which the Seller can exercise the remedies provided in the default provisions of this agreement. Buyer agrees that subsequent to the Date of Acceptance of this agreement by Seller, Buyer will not voluntarily undertake any financial obligation, or change Buyer's credit status, or financial condition, so as to render Buyer ineligible for the financing contemplated by this agreement; any such change shall constitute a Buyer's Default for which the Seller can exercise the remedies provided in the default provisions of this agreement. Additionally, Buyer expressly authorizes Buyer's Lender to provide Seller and/or Broker with information they may request regarding the status of Buyer's loan and agree to sign a separate authorization for such purpose, if required by Buyer's Lender as a condition to the release of such information. The making of any false statements in any materials submitted to a lender in conjunction with Buyer's application for a loan as contemplated hereby, or Buyer's failure to fully and timely comply with Buyer's obligations set forth in section #2 pertaining to financing subsection B-#7, shall constitute a Buyer's Default for which Seller can exercise the remedies provided in the default provisions of this agreement.
- (11) **Loan Options:** (a) Buyer understands and acknowledges the possibility that many different loan programs, available from many different lenders, may well fit within the description of the loan set forth herein. No attempt has been made by Buyer to describe exactly all of the particular terms and conditions of said loan. The economics of this transaction, as bargained for by the parties, are such that Buyer agrees that a loan with terms consistent with those described herein shall be acceptable to Buyer and shall satisfy this loan contingency. (b) Buyer, at his option and without voiding this agreement, may also apply for a loan with different terms and conditions and close the transaction provided (1) all other terms and conditions of this Agreement are fulfilled; and (2) the new loan does not increase the cost charged to the Seller.

Notwithstanding the foregoing, Buyer shall be obligated to close this transaction if Buyer has the ability to obtain a loan with terms as described herein

3. **Title.**

A. **EXAMINATION.** Buyer shall have a reasonable time after the Binding Agreement Date to examine title and to furnish seller with a written statement of objections affecting the marketability of said title. Seller shall have the opportunity (but not an obligation) within a reasonable time after receipt of such objections to satisfy all valid objections. If Seller fails to satisfy such valid objections within a reasonable time, then, at the option of Buyer evidenced by written notice to Seller, this Agreement shall be null and void. Marketable title as used herein shall mean title which a title insurance company licensed to do business in the State of Georgia will insure at its regular rates, subject only to standard exceptions unless otherwise specified herein. It is understood and agreed that the title herein required to be furnished by Seller shall be good and marketable and that marketability shall be determined in accordance with Georgia law as supplemented by the Title Standards of the State Bar of Georgia. It is also agreed that any defect in the title which comes within the scope of any of said Title Standards shall not constitute a valid objection on the part of the Buyer provided the Seller furnishes the affidavits or other title papers, if any, required in the applicable Standard to cure such defect.

B. **WARRANTY.** Seller warrants that he presently has title to said property. At the time of closing, Seller agrees to convey good and marketable title to said property by general warranty deed, unless otherwise specified herein, subject only to (1) zoning ordinances affecting said property (2) general utility, sewer, and drainage easements of record upon which the improvements do not encroach; (3) subdivision restrictions and covenants of record, and (4) leases, other easements, other restrictions and encumbrances specified in this Agreement. In the event leases are specified in this agreement, Buyer agrees to assume Seller's responsibility thereunder to the tenant and to the broker who negotiated such leases. Seller shall provide Buyer with an affidavit at closing stating that all bills for labor and materials have been paid in full, or will be paid from the closing proceeds.

C. **TITLE INSURANCE.** Buyer acknowledges that owner's title insurance may be purchased at closing at Buyer's expense.

4. **Destruction of Property.** Should the Property be destroyed or substantially damaged before time of closing, Seller shall immediately notify Buyer. In the event Seller does not elect, within ten (10) days after receipt of notification of the amount of insurance proceeds, to repair said damage, the Buyer may elect, within ten (10) days after notification by Seller of Seller's intent not to repair said damage, (A) to cancel this Agreement and have earnest money returned to Buyer or (B) to consummate this Agreement and receive, at closing, such insurance as is paid on the claim of loss. Notwithstanding the foregoing, Buyer's election shall be made no later than 90 days after the Property is destroyed or substantially damaged.

5. **Flood Insurance.** If flood insurance is desired by Buyer, or required by Buyer's lender, Buyer shall pay for said flood insurance

6. **Soil Treatment Bond.** At Closing, Seller shall provide Buyer a current Soil Treatment Certification/Bond (termite letter), and the cost will be considered a closing cost. If any additional inspection and/or reports are requested by Buyer or Buyer's Lender, costs, if any, for such inspection(s) and/or report(s) shall be paid by Buyer.

7. **Inspection.** [Section A. CONSTRUCTION SUBSTANTIALLY COMPLETE; OR B. CONTRACT TO BUILD/CONSTRUCTION INCOMPLETE, The choice not selected is not a part of this Agreement.] This prefatory paragraph applies to all choices below. Seller certifies that improvements to the property have been, or will be, constructed within and according to applicable state minimum standard building codes, as defined in O.C.G. A., sec. 8-2-20(9)(B), as modified by the local jurisdiction in which the Property is located. Buyer agrees to assume all responsibility for the acts of himself, his inspectors, and representatives in exercising his rights under this paragraph and agrees to hold Seller, Broker and Broker's Affiliated Licensees harmless for any damages or injuries resulting therefrom. If Buyer hires an inspector, the inspector must be C.A.B.O. certified, have general liability insurance and workmen's compensation. The inspection of the Property shall include, but is not limited to: all systems (e.g., heating, ventilation, and air conditioning, plumbing, water/well, septic, electrical, pool and spa); structural components (e.g., understructure, roofing, and gutters); drainage and excessive moisture; environmental assessments (e.g.: levels, as defined by the Environmental Protection Agency as excessive, of radon, toxic wastes, and hazardous substances, such as lead, asbestos and urea-formaldehyde); and any personal property described in this Agreement. Buyer waives any objection to matters disclosed by inspection, which are of a purely cosmetic nature.

A. **CONSTRUCTION SUBSTANTIALLY COMPLETED.**

1. Buyer shall within seven (7) calendar days from Binding Agreement Date, make such inspection and either (a) accept Property in its present condition by written notice to Seller; or (b) furnish to Seller a copy of the Inspection Report with a written Amendment to this Agreement setting forth only those items in the inspection report that do not meet applicable state minimum standard building codes, as defined in O. C. G. A., sec. 8-2-20(9)(B), as modified by the local jurisdiction in which the Property is located, which Buyer requests, be repaired and/or replaced and which do not constitute substantial upgrade to the Property. If Buyer does neither (a) nor (b) within the time period set forth above, this paragraph A shall be deemed waived by the Buyer.

2. Seller shall within fourteen (14) calendar days from Binding Agreement Date, either (a) sign the written Amendment, thereby agreeing to provisions therein, or (b) submit to Buyer a written counter Amendment. If Seller does neither (a) nor (b) within the time period set forth above, Buyer shall, within the time period set forth above, either (c) accept the Property in its present condition by written notice to Seller; or (d) terminate this Agreement by written notice to Seller, in which case Holder shall return the earnest money to Buyer. If Buyer does neither (c) nor (d) within the time period set forth above, this paragraph A shall be deemed waived by Buyer.

3. If Seller submits the written counter Amendment described above, Buyer shall, within seventeen (17) calendar days from Binding Agreement Date, either (a) sign the Seller's written counter Amendment, or (b) terminate this agreement by written notice to Seller, in which case Holder shall return the earnest money to Buyer.

B. **CONTRACT TO BUILD/CONSTRUCTION INCOMPLETE.** If there are defective items not in compliance with the applicable building and environmental standards in the prefatory paragraph above. Buyer shall furnish to Seller, within a reasonable time before the closing, a copy of the list which sets forth only those items that do not meet applicable state minimum standard building codes, as defined in O.C.G. A., sec. 8-2-20(9)(B), as modified by the local jurisdiction in which the Property is located, which buyer wants repaired, remedied, completed, or replaced. Upon satisfactory disposition of those items, Buyer expressly acknowledges acceptance of the Property

C. **PROPERTY ACCEPTANCE.** Seller's responsibility in connection with this Inspection paragraph shall cease at closing, and closing shall constitute Buyer's acceptance of the Property unless provision to the contrary is made in writing.

8. **Walk Through.** Whether or not Buyer has earlier inspected the Property, prior to closing, Buyer and Seller's representative shall "Walk Through" the Unit and execute a "Walk Through List" specifying the items that remain to be completed in the Unit. Buyer acknowledges that Seller will make it's best effort to complete all items specified in the agreed upon "Walk Through List" on a timely basis as soon as reasonably possible after Closing.

and said "Walk Through List" shall survive Closing, but if any repairs, touch-ups or adjustments are incomplete, this shall not constitute a valid reason for Buyers failure to close. Buyer further agrees that there shall be no withholding of any of Seller's proceeds at Closing for any such "Walk Through List" items without the written approval of the Seller. Seller shall not accept from Buyer or Broker "Walk Through Lists" of items to be completed until the official "Walk Through" is conducted with Seller's representative prior to closing. Buyer acknowledges that the only criteria that will be used to compile the "Walk Through List" are set forth in the Seller's insured Warranty Program and if no criteria are set forth either as part of the warranty or in the event there is no written warranty, then customary and generally accepted area building industry criteria or standards will be used to compile the "Walk Through List". Purchaser also acknowledges that Seller is not required and will not perform any work that would exceed the approved or generally accepted criteria.

9. **Disposal System and Water Source.** Seller warrants that the main dwelling on the above described Property is served by:

A. Disposal System:

Public Sewer _____ / _____ or Septic Tank _____ / _____ or Private Sewer _____ / _____
(Buyer Initials) (Seller Initials) (Buyer Initials) (Seller Initials) (Buyer Initials) (Seller Initials)

B. Water Source:

Public Water _____ / _____ or Private Water _____ / _____ or Well _____ / _____
(Buyer Initials) (Seller Initials) (Buyer Initials) (Seller Initials) (Buyer Initials) (Seller Initials)

C. Any lender-imposed inspection(s) of the disposal system or water source shall be obtained and paid for by Buyer.

10. **Home Warranty.** Buyers acknowledges that a copy of the warranty indicated below, will be provided to Buyer at closing with the original being forwarded by the company providing the warranty.

An insured limited warranty with HBW (2-10) is offered with this Unit, Seller agrees to deliver a copy of said warranty to purchaser at closing that is insured by a third party (HBW (2-10)) authorized to insure warranties under a state of federal insurance or risk retention status.

11. **Responsibilities to Cooperate.** All parties agree that such documentation as is reasonably necessary to carry out the obligations of this Agreement shall be produced, executed and/or delivered by such parties at time required to fulfill the terms and conditions of this Agreement.

12. **Earnest Money.** Buyer has paid to (Chafin Realty, Inc.) ("Holder") earnest money in the amount of \$ _____, which has been received by Holder.

The earnest money shall be deposited in Holder's interest bearing escrow/trust account (with Holder retaining the interest) within seven (7) banking days after this Agreement becomes binding, and the earnest money shall be applied towards the purchase price of the Property at the time of closing. In the event any earnest money check is not honored for any reason by the bank upon which it is drawn, Buyer shall deliver good funds to Holder within three (3) days of said bank's notice to Holder. In the event Buyer does not timely deliver good funds, Seller in its sole discretion, shall have the right to terminate this Agreement upon written notice to Buyer. Holder shall disburse the earnest money as follows: (1) upon the failure of the parties to enter in a binding agreement; (2) at closing; (3) upon a written agreement signed by all parties having an interest in the funds; (4) upon order of a court or arbitrator having jurisdiction over any dispute involving the earnest money; or (5) upon written notice from Seller that Buyer is in default under the terms of this Agreement. Following any disbursement in accordance with said terms, Holder thereafter shall be relieved from any and all liability or obligation relating to the earnest money or this Agreement.

13. **Non-Refundable Deposit.** In addition to, or in lieu of any earnest money mentioned in section 12 of this Agreement, Buyer has paid to Seller a non-refundable deposit, not subject to any contingencies, of \$ _____.

If Buyer does not close on this property Seller will retain as liquidated damages all non-refundable Deposits hereunder, it being agreed between the parties that said non-refundable Deposit represents a fair and reasonable estimate as of this date, of the damages which Seller would suffer upon any such breach, actual damages being difficult or impossible to determine. Buyer acknowledges and agrees the retention by Seller of said non-Refundable Deposit does not constitute a penalty but, rather, an estimate of damages.

14. **Brokerage.** In negotiating this Agreement, Broker has rendered a valuable service for which reason Broker is made a party to enable Broker to enforce his commission rights hereunder against the parties hereto on the following basis. Seller agrees to pay Broker the full commission when the sale is consummated. In the event the sale is not consummated because of Seller's inability, failure or refusal to perform any of Seller's covenants herein, then Seller shall pay the full commission to Broker immediately, and Broker, at the option of Buyer, shall return the earnest money to Buyer. Buyer agrees that if Buyer fails or refuses to perform any of Buyer's covenants herein, Buyer shall forthwith pay Broker the full commission immediately. Commission to be paid in connection with this Agreement has been negotiated between Seller and Broker and shall be \$ _____ N/A

_____ or _____ % of the Purchase Price, due and payable upon transfer of title (closing) or as otherwise provide herein. In the event this sale is made in cooperation with another Broker, Selling Broker shall receive _____ % and Listing Broker shall receive _____ % of the Purchase Price or any price agreed upon in the special stipulations or by amendment hereto.

15. **Agency Disclosure.** In this transaction, the Listing Broker (if any) has acted for Seller and the relationship to the parties of the Selling Broker, (if any) is as specified in the attached Exhibit. (Either the "Agency Exhibit" or the "Transaction Broker Exhibit" is attached and made a part hereof by reference.)

16. **Time is of the Essence.** Time is of the essence. Any delay on Buyer's part for any reason whatsoever, which results in the delay of settlement will, at Seller's option, result in the imposition of liquidated damages for delay in the amount of Fifty dollars (\$50.00) per day to be collected from Buyer at time of extension with certified funds made out directly to the Seller. This amount will not be credited at closing, it being recognized by the parties that damages Seller will sustain as a result of such delay are difficult to accurately estimate at this time, that there is no attempt to impose a penalty upon the Buyer(s) for such delay, and that the amount shown above represents a reasonable estimate as of the date hereof of the damage to Seller which is likely to arise from such delay.

17. **Successor and Assigns.** This Agreement shall inure to the benefits of, and be binding upon, the parties hereto, their heirs, successors, administrators, executors, and assigns.

18. **Transfer of Assignment.** This Agreement shall not be transferred or assigned without the written consent of all parties to this Agreement, and any assignee shall fulfill all the terms and conditions of this Agreement.

19. **Landscaping/Drainage.** All landscaping, grading, fill, disposition of trees and control of water flow will be performed in a lawful manner, but otherwise will be completed at Seller's sole discretion. Certain areas of the lot may be left in their natural state and may not be landscaped in any way.

AT CLOSING, SELLER'S RESPONSIBILITY WITH RESPECT TO SOIL EROSION, SOIL CONDITIONS, GRASS, SHRUBBERIES AND

LANDSCAPING TERMINATES AND BUYER'S RESPONSIBILITY BEGINS. SELLER IS NOT LIABLE FOR TREES OR DAMAGE OR DESTRUCTION OF TREES ON THE LOT AND MAKE NO WARRANTY WHATSOEVER AS TO THE TYPE, LOCATION, OR AMOUNT OF TREES WHICH WILL BE ON THE LOT AND/OR THE CONDITIONS OF THOSE TREES BEFORE, AFTER, OR DURING CONSTRUCTION. Buyer understands and agrees that it may be necessary for the Seller to work on portions of Buyer's lot in conjunction with the construction and landscaping on the adjacent lots and Buyer authorizes the Seller to enter upon Buyer's property for such construction and landscaping. In the event the Seller does work which disturbs Buyer's grounds, then those grounds will be restored to a similar condition as they were in prior to the Seller's work or such other condition as is agreed upon between Buyer and the Seller.

20. **Closing and Possession.**

- A. **CLOSING DATE:** This transaction shall be closed on the date selected by Seller and set forth in a notice by Seller's Agent. Closing shall occur on or before _____; except at Seller's discretion, closing may be extended for a period of up to ninety (90) calendar days from the above stated closing date.
- B. **PROPERTY CONDITION:** Seller shall deliver Property in broom clean condition and free of debris on date of closing.
- C. **POSSESSION:** Seller to give possession at time of closing.
- D. **REAL ESTATE TAX:** Real estate taxes on said Property for the calendar year in which the sale is closed shall be prorated as of the date of closing.
- E. **UTILITIES SERVICES:** Buyer shall cause all utility services, to be operational. Buyer shall pay any and all costs and deposits required by the utility service company(ies) to have service(s) turned on in Buyer's name.
- F. **PRORATIONS:** Seller and Buyer agree to prorate between themselves, as of the date of closing or the day of surrender of the Property by the Seller (whichever is later), association fees (if any) and all utility bills rendered subsequent to closing which include service for any period of time the property was owned/occupied by Seller or any prior Owner/Occupant.
- G. **IRS COMPLIANCE.** Buyer and Seller agree (1) to comply with and (2) to execute and deliver such certifications, affidavits, and statements as are required at the closing in order to meet the requirements of the Internal Revenue Code.

21. **Survival of Agreement.** Any condition or stipulation, not fulfilled at time of closing shall survive the closing, execution and delivery of the Warranty Deed until such time as said conditions or stipulations are fulfilled.

22. **Binding Arbitration Agreement.** It is hereby agreed that any and all claims, disputes and controversies by or between the undersigned Homeowner and the undersigned Builder arising from or related to the subject Unit identified herein, or to any defect in or to the subject Unit or the real property on which the subject Unit is situated, or the sale of the subject Unit by the Builder, including without limitation, any claim of breach of contract, negligent or intentional misrepresentation or nondisclosure in the inducement, execution or performance of any contract, including this arbitration agreement, and breach of any alleged duty of good faith and fair dealing, shall be submitted to binding arbitration by and pursuant to the rules of Construction Arbitration Services, Inc. (hereinafter "CAS") in effect at the time of the request for arbitration, or by such other arbitration service as the Builder shall in its sole discretion select, and pursuant to the rules of that arbitration service in effect at the time of the request for arbitration.

23. **Limitation of Claims.** The undersigned Homeowner is being furnished with an express limited HBW Warranty in connection with the Homeowner's purchase of the Unit identified herein below. All other express or implied warranties, including any oral or written statements or representations made by the Builder of the Unit, or any other person, and any implied warranty of habitability, merchantability or fitness, are hereby disclaimed by the Builder and are hereby waived by the Homeowner. In addition, the Homeowner waives the right to seek damages or other legal or equitable remedies from the Builder, the Builder's subcontractors, agents, vendors, suppliers, design professionals and materialmen, under any other common law or statutory theory of liability, including but not limited to negligence and strict liability. The only remedy of the Homeowner in the event of a defect in or to the Unit or in or to the real property on which the Unit is situated is the coverage provided under the HBW Warranty. This waiver shall not be applicable to any express written warranty issued by the manufacturer of any appliance which is sold with the Unit.

24. **Disclaimer and Disclosure.**

- A. Seller and Buyer acknowledge that they have not relied upon the advice or representations, if any, of Broker, and Broker's Affiliated Licensees including, but not limited to: legal and tax consequences of this Agreement in the sale of the Property; the terms and conditions of financing; the purchase and ownership of the Property; the structural condition of the Property; the operating condition of the electrical, heating, air conditioning, plumbing, water heating systems, pool, spa, and appliances in the Property; the availability of utilities to the Property; the investment potential or resale value of the Property; the availability and ownership of amenity package, if applicable; restrictive covenants and architectural controls; or any other system or condition enumerated in the "Inspection of Property" paragraph above; planned or proposed zoning; planned or proposed changes to or widening of any road(s); or any other condition or circumstance which may adversely affect the Property. Buyer acknowledges that if such or similar, matters have been of concern to them, they have sought and obtained independent advice relative thereto. Buyer acknowledges that closing shall constitute acceptance of the Property unless provision is otherwise made in writing.
- B. Seller and Buyer acknowledge that unless otherwise specified herein, Broker(s) and Affiliated Licensees have no expertise with respect to toxic wastes, hazardous substances or undesirable substances; Broker(s) and Affiliated Licensees have made no investigations or representations with respect to such substances; Broker(s) and Affiliated Licensees shall have no liability to either party regarding the presence of said substances on the Property. Seller and Buyer release Broker(s) and Affiliated Licensees from any claims, rights of action, or suits relating to the presence of any hazardous substances, toxic wastes, or undesirable substances on the Property.
- C. Seller, to the best of his current knowledge, unless otherwise noted herein, is not aware of: the presence of any substance or condition which may now or in the future be determined to be toxic, hazardous, or undesirable; any encroachments; any violations of zoning, building code or restrictive covenants; any notice by any governmental or quasi-governmental agency affecting the property; any structural problems; any easements other than those which are readily visible and/or which are necessary to serve the improvements; any part of the Property being within the 100 year flood plain unless stated on the Subdivision plat and disclosed to Buyer prior to signing this Agreement. Buyer acknowledges that if such or similar, matters have been of concern to them, they have sought and obtained independent advice relative thereto. Based upon Seller's representation herein, Buyer released Seller from any claim, rights of action, or suits, relating to the presence of any hazardous substances, toxic wastes, or undesirable substance on the Property.

25. **Buyer's Default:** Buyer shall be in default hereunder upon the occurrence of any one or more of the following events (hereinafter a "Buyer's Default").

- A. Buyer fails to make any one or more payments of deposits as and when the same are due hereunder;
- B. Buyer fails to provide financial information to any one or more lenders providing financing for the transaction contemplated hereby within five (5) days following request thereof by said lender(s) or to otherwise use his/her best efforts to facilitate the securing of said financing;

- C. Any voluntary material, adverse change in the financial condition of Buyer occurring prior to the scheduled Closing date, which change results in the denial of or disqualification of Buyer from obtaining financing, including, without limitation, any filing for divorce or legal separation between Buyers, voluntary termination of the employment of one or more Buyers without immediate and comparable replacement employment, the filing of bankruptcy or other relief from creditors of any one or more of Buyers and other similar changes in the financial condition of Buyer which would reasonably be expected to result in Buyer's inability to obtain the requisite financing to close the transaction;
- D. Any failure by Buyer to close the transaction contemplated hereby in accordance with the terms hereof, where such failure is due to any event or occurrence other than a default by Seller hereunder or due to the failure of any closing contingency expressly set forth herein (where such failure is not due in whole or in part to the failure by Buyer to act in good faith in pursuit of satisfaction of such contingency);
- E. Any failure by Buyer to otherwise satisfy and fulfill each and every obligation imposed on Buyer hereunder in a timely manner; or
- F. Any failure by Buyer to use his/her best efforts to cooperate with Seller in the orderly and amicable completion of the improvements on the Property in a timely fashion.
- G. The making of any false statements in any materials submitted to a lender in conjunction with Buyer's application for a loan.
- H. Any failure by Buyer to have the funds (including down payment, closing costs, prepaids, and/ or any other monies needed to close said loan) available to close on the loan applied for in paragraph 2, section B.

Upon the occurrence of any Buyer's Default, Seller, immediately and without notice or opportunity to cure, shall have the right to:

1. Terminate this Agreement upon written notice to Buyer and retain as liquidated damages all Earnest Money and non-refundable deposit, deposited hereunder, it being agreed between the parties that said Earnest Money and non-refundable deposit represents a fair and reasonable estimate, as of this date, of the damages which Seller would suffer upon any such breach, actual damages being difficult or impossible to determine. Buyer acknowledges and agrees the retention by Seller of said Earnest Money or non-refundable deposit does not constitute a penalty but, rather, an estimate of damages OR
2. Terminate this Agreement upon written notice to Buyer and pursue against Buyer all remedies available at law or in equity to recover any and all losses (direct or indirect), including reasonable attorney's fee and the costs of all change orders, special orders and custom improvements to the Property constructed or installed at the request of Buyer, incurred by Seller as a result of such default, retaining the Earnest Money and non-refundable deposit in its general account until final resolution of said dispute.

Seller shall have the right to pursue any one or more of the remedies available to Seller hereunder or otherwise at any time following Buyer's Default. In addition, without limiting the generality of the foregoing, any delay or passing of time between the occurrence of Buyer's Default and the declaration of it, or pursuit of remedies therefore, by Seller shall not constitute a waiver by Seller of any remedial rights.

26. **Seller's Default.** In the event Seller defaults in its obligations hereunder and fails to cure such default within ten (10) days following written notice thereof from Buyer, Buyer shall have the right to waive such default or, as Buyer's sole and exclusive remedy hereunder, to terminate this Agreement and request a refund of the Earnest Money pursuant to the terms of Paragraph 12, above. Buyer hereby waives, and agrees to indemnify and hold harmless Seller against, any direct or consequential damages, attorney's fees or specific performance by Seller of the terms of this Agreement. In addition, Buyer and Seller hereby acknowledge and agree that this Agreement is not intended to, and shall not, constitute a conveyance of any real property interest from Seller to Purchaser but, rather, grants to Buyer only certain personal, contractual rights as provided herein.
27. **Completion.** For the purposes of this agreement, the Property shall be considered completed and ready to close upon the issuance of a Certificate of Occupancy or Final Inspection Certificate covering the Property by the city or county in which the Property lies. Seller shall deliver to Buyer at closing a Certificate of Occupancy, or the appropriate equivalent or substitute, for the Property. The Property shall be completed in accordance with all applicable governmental regulations, ordinances, and codes, and shall be in compliance with all applicable restrictions, covenants, and conditions, including without limitation, any public or private architectural controls and restrictions.
28. **Plans and Specifications.** The Unit shall be completed substantially in conformity with the Plans and Specifications noted as required by Buyer's Lender. Seller expressly reserves the right to make such changes to the Unit and/or to make deviations from its plans or specifications as become necessary in Seller's sole opinion by site, job, or governmental conditions, or availability of materials so long as Seller uses materials of substantially equivalent quality and appearance. Determination of equivalency will be in Seller's sole opinion. Seller will choose the garage orientation on the Unit site. Unless specified herein to the contrary, Buyer agrees to accept all color selections and appliances, if any, installed in the Unit or ordered by Seller for installation in the Unit as of the Agreement Date.
29. **Quality of Construction.** The Unit shall be completed with the same quality and finish comparable to other of Seller's Unit in the same Condominium and in accordance with Seller's Plan.
30. **Association Fees.** Select A, B, or C; the others are not a part of this Agreement:
 Buyer _____ A. Mandatory. Purchaser acknowledges that there is a required association fee in the amount of \$ _____ per year
 Initial _____ with a initiation fee of \$ _____
 _____ B. Not Mandatory. Purchaser acknowledges that there is not a required association fee.
 _____ C. No Association. Purchaser acknowledges that there is no association.
31. **Visits to the Property.** Purchaser agrees to limit inspection of the Property to reasonable length of time during business hours. Buyer further agrees to avoid conversations with workmen or in any way hinder their work, unless it has been requested that Buyer be there to assist in some phase of the construction (i.e. to check colors, equipment, cabinets, etc.). It is understood and agreed by all parties to this Agreement that Seller is not governed by outside inspections other than those required by governmental agencies. Buyer agrees to deal only with the designated representative of the company assigned by Seller to the Property and to limit communications with representative to normal business hours.
32. **Incompatibility.** In the event Buyer disrupts or interferes with the Seller's construction process or with the Seller's normal course of business, or Seller deems he is incompatible with the Purchaser, Seller shall, at Seller's sole discretion have the option of declaring this agreement null & void and all monies paid to Seller and/or Broker shall be refunded.

33. **Household Goods.** The movement of any household goods or other materials by Buyer into the Unit will not be permitted until the Unit has been completed and the total sales price has been paid in full.
34. **Contractors and/or Suppliers.** All work and materials to be performed or supplied under this Agreement shall be performed and supplied by Seller's own contractors, subcontractors, employees, agents, materialmen, and suppliers. Buyer shall not have the right to have any work performed or supplies delivered to the Property at Buyer's own direction prior to closing.
35. **Insulation.** Insulation has been installed (or will be installed prior to closing), in accordance with terms of this paragraph.
- A. Exterior walls are insulated with BATT Insulation to a thickness of _____ inches, which will, according to the manufacturer, yield an R-value of _____.
 - B. Ceilings below attic areas are insulated with _____ Insulation to thickness of _____ inches, which will, according to the Manufacturer, yield an R-value of _____.
 - C. Vaulted ceilings are insulated with BATT Insulation to thickness of _____ inches, which will, according to the Manufacturer, yield an R-value of _____.
 - D. Floor Over Hangs are insulated with _____ Insulation to a thickness of _____ inches, which will, according to the manufacturer, yield an R-value of _____.

36. **Condominium Plat Review:**

Buyer's Initials

By Initialing here Buyer acknowledges they have seen and reviewed the condominium plat for all circumstances potentially affecting the Property including, but not limited to:

the lot boundary lines, easements, flood plain, surrounding zoning, detention ponds, surrounding proposed roads, front, rear, and side set back requirements. The Broker, and Broker's Affiliated Licensees does not have any authority to make any statement, promise or representation orally or in writing, to the Buyer concerning the Unit except as expressly set forth in this Agreement. Buyer acknowledges that they have not relied upon any such statement, promise or representation with respect for zoning or potential uses of the Unit, the lot on which it is located or any parcel of land adjacent to the Unit or in the area of the development in which the Unit is located. Buyer acknowledges surrounding property is subject to change. Seller further agrees that the boundary lines of the lot which is included with the Unit are described on the plat of such Unit and will be represented on the survey of the Unit, including the lot, which will be delivered to Buyer at Closing. Buyer acknowledges that They have not relied upon any representations, statements or demonstrations concerning boundary lines of the lot on which the Unit is located in executing this Contract and will not rely upon any such representation, statement or demonstration at the time of Closing unless expressly included in this Agreement or on the subdivision plat. Buyer acknowledges that if such or similar, matters have been of concern to them, they have sought and obtained independent advice relative thereto.

37. **Variances And Modifications.** Should Seller decide in its sole discretion to apply for a variance or to modify any other property it may now own or acquire hereafter within the subdivision with the county for any reason, the Buyer hereby waives any rights to object to any such variance or modification.
38. **Decorator Schedule.** If there are decorative selections yet to be selected in the completion of the residence, Purchaser shall have the option to make those selections from available stock at Seller's normal sources of supply. Buyer hereby agrees to make said selection from the Seller's samples provided at the sales center with in seven (7) calendar days from Binding Agreement Date and to fill out Seller's form Decorator Schedule accordingly. If Buyer does not fill Seller's Decorator Schedule with in the allotted time, than Seller may choose the selections for the Unit and Buyer waives the right to select any selections Seller has ordered.
39. **Protective Covenants.** Buyer has received a copy of the community protective covenants. Buyer's Initials
40. **Change Orders.** Any Changes effected upon either the Seller's form J10 or Decorator Schedule must be made upon the form marked Change Order. All Parties acknowledge that Changes listed on the Change Order are requested made by the Buyer and are not a part of this contract until accepted by the Seller. Neither Seller nor Listing Broker take responsibility for changes made after this contract is executed unless signed by and agreed to by all parties. Change Orders also shall be accompanied by a check to the Seller for the amount of the change; and also a check to the Seller in the amount of \$100.00, as a processing fee. All parties also acknowledge that several products, after being ordered or shipped may not be canceled or returned and thereby many selections, once made, may not be changed.
41. **ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF SELLER. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY CODE SECTION 44-3-111 OF THE "GEORGIA CONDOMINIUM ACT" TO BE FURNISHED BY SELLER TO A BUYER.**
42. **THIS CONTRACT APPLIES TO A CONDOMINIUM UNIT WHICH IS PART OF AN EXPANDABLE CONDOMINIUM.**
43. **Common Expense Assessments.** Purchaser shall pay his or her pro rata share of the common expense assessment levied against the Unit, as provided in the Declaration for the year in which the closing shall take place, which common expense assessment shall be adjusted at the closing according to the number of days remaining in the calendar year. Except for that portion of the assessment installment as shall be payable for the month in which the closing shall take place, which shall be prorated between Seller and Purchaser as of the day of closing, such adjusted common expense assessment shall be payable to SNAPPINGER MANOR Condominium Association, Inc. ("Association"), by Purchaser in equal monthly installments, commencing on the first day of the calendar month immediately following the date of closing, or as otherwise provided by the Board of Directors of the Association. From and after the first day of the first calendar month of the year following the year in which the closing take place. Purchaser shall pay all amounts as are assessed against the Unit in accordance with the terms and provisions of the Declaration.
44. **Contribution to Working Capital Fund of Association** In addition to all other sums due hereunder, Purchaser agrees at closing to make a nonrefundable contribution to the working capital fund of the Association in an amount equal to two (2) months general assessments on the Unit.

45. **Governing Documents.** Purchaser acknowledges that the Unit being purchased is a portion of the real property and improvements which have been or will be made subject to the Declaration referred to in Section 2 of the Snapfinger Manor Condominium disclosure package. The nature and extent of the rights and obligations of the Purchaser in acquiring and owning the Unit will be controlled by and subject to the Declaration, as well as the Articles of Incorporation, the Bylaws, and the rules and regulations of the Association. Purchaser agrees to comply with all of the terms, conditions and obligations set forth therein.
46. **Membership in Association.** Upon conveyance of title to the Unit to Purchaser, Purchaser shall automatically become a member of the SNAPFINGER MANOR Association and shall be subject to the assessment obligations and other provisions set forth in the Declaration, including the obligation of the Purchaser to pay a contribution to the working capital of the Association referred to in Section 44 above.
47. **Amendments to Documents.** Purchaser hereby acknowledges and agrees that prior to the closing, Seller shall have the right to modify, change, revise and amend, without Purchaser's approval, any or all of the documents (other than this Agreement), signed copies of which are contained in the Disclosure Package. Which materially affects the rights of the Purchaser or the value of the Unit, then a copy of such shall be delivered to the Purchaser and, if such change, amendment, revision or modification affects materially the right of the Purchaser, then the Purchaser shall have the option to (1) consent to such or (2) within seven (7) days after receiving a copy of such, terminate, in writing this Agreement, in which event Purchaser's entire deposit shall be refunded and the parties hereto shall have no rights or liabilities hereunder. In the event Purchaser does not terminate this Agreement within said seven (7) days, Purchaser shall be conclusively deemed to have consented to the proposed change, amendment, modification or revision.
48. **THIS CONTRACT IS VOIDABLE BY PURCHASER UNTIL AT LEAST SEVEN (7) DAYS AFTER ALL OF THE ITEMS REQUIRED UNDER CODE SECTION 44-3-111 OF THE "GEORGIA CONDOMINIUM ACT", TO BE DELIVERED TO PURCHASER, HAVE BEEN RECEIVED BY THE PURCHASER. THE ITEMS SO REQUIRED ARE: (1) A FLOOR PLAN OF THE UNIT, (2) THE DECLARATION AND AMENDMENTS THERETO, (3) THE ASSOCIATION'S ARTICLES OF INCORPORATION AND BYLAWS AND AMENDMENTS THERETO, (4) ANY GROUND LEASE, (5) ANY MANAGEMENT CONTRACT HAVING A TERM IN EXCESS OF ONE YEAR, (6) THE ESTIMATED OR ACTUAL BUDGET FOR THE CONDOMINIUM, (7) ANY LEASE OF RECREATIONAL OR OTHER FACILITIES THAT WILL BE USED ONLY BY THE UNIT OWNERS, (8) ANY LEASE OF RECREATIONAL OR OTHER FACILITIES THAT WILL OR MAY BE USED BY THE UNIT OWNERS WITH OTHERS, (9) A COMMITMENT TO BUILD OR SUBMIT ADDITIONAL UNITS, ADDITIONAL RECREATIONAL OR OTHER FACILITIES, OR ADDITIONAL PROPERTY, AND (10) IF THIS CONTRACT APPLIES TO A CONDOMINIUM UNIT WHICH IS PART OF A CONVERSION CONDOMINIUM, A STATEMENT DESCRIBING THE CONDITION OF CERTAIN COMPONENTS AND SYSTEMS, A STATEMENT REGARDING THE EXPECTED USEFUL LIFE OF CERTAIN COMPONENTS AND SYSTEMS, AND CERTAIN INFORMATION REGARDING ANY NOTICES OF VIOLATIONS OF COUNTY OR MUNICIPAL REGULATIONS. A DATED, WRITTEN ACKNOWLEDGEMENT OF RECEIPT OF ALL SAID ITEMS SIGNED BY PURCHASER SHALL BE PRIMA-FACIE EVIDENCE OF THE DATE OF DELIVERY OF SAID ITEMS.**
49. **FLOOR PLANS AND MODELS.** Purchaser hereby acknowledges and agrees that any floor plans, renderings, drawings, and the like, furnished by Seller to Purchaser which purport to depict the Unit, or any portion thereof, or the building containing the same, are merely approximations, and do not necessarily reflect the actual as-built conditions of the same. The Purchaser further acknowledges and agrees that the decorations, furniture, furnishings, wallpaper, appliances, fixtures, and the like, contained in any model unit of SNAPFINGER MANOR Condominium, are for demonstrative purposes only, and are not included in the property which is the subject of this Agreement.
50. **DISCLOSURES.** Purchaser acknowledges the following:
- (a) that he or she has received and read the Condominium Disclosure Package;
 - (b) The Condominium Association budget provided to Purchaser is based on estimated expenses only and may increase or decrease significantly when the actual expenses of the Condominium Association become known;
 - (c) No representations are made that the Unit is or will be soundproof or that sound may not be transmitted from one Unit to another; and
 - (d) The condominium floor plans and the dimensions and square footage calculations shown thereon are only approximations. Any Unit Owner who is concerned about any representations regarding the floor plans should do his/her own investigation as to the dimensions, measurements and square footage of his/her Unit.
51. **Entire Agreement.** This Agreement constitutes the sole and entire Agreement between the parties hereto and no modification of this Agreement shall be binding unless signed by all parties to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto.
52. **Terminology and Captions.** All pronouns, singular or plural, masculine, feminine, or neuter, shall mean and include the person, entity, firm, or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Agreement" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter", and alike mean this Agreement in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings hereof are for reference and convenience only and do not enter into or become a part of the context.
53. **Modification.** This Agreement may not be modified, altered or amended except by written instrument executed by the parties hereto.
54. **Governing Law.** This Agreement is made and entered into as a contract for the purchase and sale of real property to be interpreted under and governed and enforced according to the laws of the State of Georgia.
55. **Notices.** Except as may otherwise be provided for in this Agreement, all notices or demands required or permitted hereunder shall be delivered either (A) in person; (B) by overnight delivery service prepaid; (C) by facsimile (FAX) transmission; or (D) by the United States Postal Service postage prepaid, registered or certified, return receipt requested. Such notices shall be deemed to have been given as of the date and time the same are actually received by Broker or Broker's Associated Licensee or receiving party.
56. **Instructions for Closing Attorney.** Closing Attorney is instructed to: transfer "Survival of Agreement" Paragraph to the closing statement; obtain and distribute to and from the appropriate parties such certifications, affidavits, and statements as are required in order to meet the requirement of Internal Revenue Code sec. 1445 (Foreign/Non-Foreign Sellers) or in the alternative to disburse and hold the sales proceeds in such a manner as may be required to comply with Internal Revenue Code sec. 1445; (C) file with the Internal Revenue Service the IRS form 1099B documenting this transaction and comply with any other reporting requirements related thereto.

SPECIAL STIPULATIONS

The following stipulations, if conflicting with any preceding paragraph, shall control:

Exhibits And Addenda. In the event Personal Property shall remain with the property, the same shall be set out in a Bill of Sale attached hereto and made a part of this Agreement by reference thereto. The following Exhibits and/or Addenda are attached hereto and by reference made a part hereof: "JOB INITIATION ORDER" Agency Exhibit" or "Transaction Broker Exhibit", Only if there is a "Selling Broker" in the Agreement.

SAMPLE

Time Limit of Offer.

This instrument shall be regarded as an offer by the Buyer or the Seller who first signs to the other and is open for acceptance by the other until _____ o'clock ____ M., on the _____ day of _____.

Acceptance Date

The above proposition is hereby accepted, _____ o'clock ____ M., on the _____ day of _____.

Binding Agreement Date

This instrument shall become a binding Agreement when written acceptance thereof, or facsimile (FAX) transmission of the accepted instrument is actually received by Broker, Broker's Affiliated Licensee, or Offeror. Upon receipt of acceptance, the other party, Broker or Broker's Affiliated Licensee shall be notified immediately.

Selling Broker () MLS/FMLS Office Code

BY: _____
Broker or Broker's Affiliated Licensee
Print or Type Name: _____

Bus. Phone: _____ FAX # _____

Chafin Realty Inc. (CHAF01)
Listing Broker MLS/FMLS Office Code

By: _____
Broker or Broker's Affiliated Licensee
Print or Type Name: _____
Bus. Phone: _____ FAX # _____

Buyer's Signature SS/FEI
Print or Type Name: _____

Buyer's Signature SS/FEI
Print or Type Name: _____

Seller's Signature SS/FEI
Print or Type Name: _____

For Eric Chafin Home Builders, Inc.
Seller's Signature SS/FEI
Print or Type Name: _____

Initial, date & time

Job Initiation Order

Purchaser _____	Date _____
Condominium: _____	Building _____ Unit _____
Address _____	City _____ State: GA Zip _____
Plan _____	Elevation _____ Closing Date _____

Base Price:	
Option to be Included in Unit:	
Elevation	
Total Purchase Price:	

Buyer's Signature _____	SS/FEI
Print or Type Name: _____	
Buyer's Signature _____	SS/FEI
Print or Type Name: _____	
Seller's Signature _____	SS/FEI
Print or Type Name: _____	

Initial, date & time

CHAFIN

Here To Come Home to...

BUILDING _____ UNIT _____ CONDOMINIUM: _____

AGENCY EXHIBIT " A "

Only the part of this Exhibit that is selected is part of the Offer for the purchase and sale of real property located at:

_____, Georgia, _____

with an Offer Date of _____, 20____

[The purpose of this exhibit is to supplement the "Agency Disclosure" paragraph of this Agreement.

Select One: Buyer Agency or Dual Agency or Seller Agency. The others are not a part of this Agreement.]

Acknowledgement And Disclosures

Seller and Buyer each have an independent duty to protect their own interests and should read this Agreement carefully to insure that it accurately sets forth the terms which they want included in this transaction. Seller and Buyer understand that they may seek independent legal counsel in order to assist them with any matter relating to this Agreement or to this transaction which is the subject matter of this Agreement. Seller and Buyer agree to indemnify and hold Broker harmless against all claims, damages, losses, expenses or liabilities arising from Broker's role, except those arising from Broker's intentional wrongful acts. Buyer acknowledges that, prior to entering into a Brokerage Engagement with Broker, broker disclosed to Buyer (1) Broker's Office Brokerage Policy, (2) any other brokerage relationship which would conflict with the Buyer's interest and (3) Broker's compensation and sharing arrangement with other cooperating brokers.

Broker's Compensation

Broker's compensation, including the sharing of commission (if applicable) with other Brokers who may represent other parties to this transaction, are as stated in the "Brokerage" paragraph of this Agreement. Broker shall not receive any undisclosed real estate brokerage commission in this transaction. Payment of said commission to Broker shall not create any agency or subagency relationship between Buyer's Broker and either Seller or Seller's Broker.

BUYER AGENCY: Select this section only when submitting an offer from your Buyer/Clicat on another company's listing or on a property not listed with any company.

Buyer Agency Roles

Buyer's Broker has acted solely for Buyer in this transaction and has not acted for Seller or Seller's Broker. The parties to this Agreement further agree and acknowledge that if the Property is or was listed with a multiple listing service, such listing shall not create any agency relationship between Buyer's Broker and either Seller or Seller's Broker. Buyer's Broker hereby expressly rejects any implied or express offer by Seller or Seller's Broker of any agency or subagency relationship. Buyer's Broker shall treat all prospective sellers honestly and timely disclose to prospective Seller, Broker's knowledge of Buyer's ability to consummate the transaction contemplated. Buyer's Broker may provide assistance to the Seller by performing ministerial acts such as preparing offers and conveying them to the Seller, locating lenders, inspectors, attorneys, insurance agents, surveyors, schools, shopping facilities, places of worship and all such other like or similar services.

- A. **Broker's & Licensee's Roles:** Buyer and Seller acknowledge and agree that the Licensee (s) participating in this transaction has (have) disclosed that licensee is affiliated with Broker and as a result thereof, Broker is deemed to have acted for Buyer and for Seller in this transaction and is to be paid a commission by Seller. Seller and Buyer acknowledge that prior to the time this Agreement was entered into, Broker acted exclusively for Seller and also acted exclusively for Buyer, and in those separate roles may have obtained information which, if disclosed, could harm the bargaining position of the party providing such information to Broker. Seller and Buyer agree that Broker shall not be liable to either party for refusing or failing to disclose information or performing other duties, which in the sole discretion of Broker, could harm one party's bargaining position but could benefit the other party. Nothing contained herein shall prevent Broker, or affiliated Licensee(s), from disclosing to Buyer any known latent defects in the Property. Broker agrees not to disclose (1) to Buyer information about what price or terms Seller will accept other than the list price or terms, or (2) to Seller information about what price or terms Buyer will pay other than any written offered price and terms.

- B. **Affiliated Licensee Assignment:** In this transaction, Broker has assigned different Licensees as follow: The Broker has assigned:

_____ (Selling Licensee) to work with Buyer and _____

_____ (Listing Licensee) to work with Seller, and for the purposes of this agreement each shall be deemed to act for and to represent exclusively the party to whom each has been assigned.

SELLER AGENCY/SUBAGENCY: select this section only when (1) Selling Broker represents Seller or (2) when Seller has offered subagency and Selling Broker accepts such subagency offer and Selling Broker has no brokerage engagement or material relationship with the buyer.

Seller Agency/Subagency Roles

The parties to this Agreement agree and acknowledge that either Selling Broker's company has a brokerage engagement with the Seller and as such represents the Seller or Selling Broker is a subagent of the Seller Broker shall treat all prospective buyers honestly and timely disclose to buyers all material adverse fact pertaining to physical condition of the property actually known by Selling Broker which could not be discovered by a reasonably diligent inspection of Buyer.

Selling Broker By provide assistance to the Buyer by performing ministerial acts such as preparing offers and conveying them to the Seller; locating lenders, inspectors, attorneys, insurance agents, surveyors, schools, shopping facilities, places of worship and all such other like or similar services.

Selling Broker's Initials: _____
(or Broker's Affiliated Licensee)

Buyer's Initials _____ / _____

