

BY-LAWS
OF
CONDOMINIUM ASSOCIATION OF BROOKWOOD ESTATES, INC.

ARTICLE I

NAME, MEMBERSHIP, APPLICABILITY

Section 1. Name. The name of this Association shall be the CONDOMINIUM ASSOCIATION OF BROOKWOOD ESTATES, INC. , (hereinafter sometimes referred to as the "Association").

Section 2. Membership. The membership of this Association shall be limited to Owners of Units in the Condominium known as Brookwood Estates Condominiums in the city of Dalton, County of Whitfield , State of Georgia.

Section 3. Applicability. These By-Laws are applicable to property and Units in the Condominiums and are established pursuant to the Georgia Condominium Act, and are binding on all present or future owners, tenants, residents, or other persons occupying and using the facilities of the Condominium in any manner. The mere acquisition, rental or act of occupancy of any part of said Units or property will signify that these By-laws are accepted, ratified and will be complied with. These By-Laws are subject to the provisions of the Georgia Condominium Act and that certain Declaration of and for the Condominiums (the "Declaration") which appears of record on the Whitfield County, Georgia deed records.

ARTICLE II

MEETINGS, QUORUM, VOTING, PROXIES

Section 1. Place of Meeting. Membership meetings of the Association shall be held at the Condominiums or at such suitable place as may be designated by the Board of Directors, or at such other suitable place convenient to the members as may be designated by the Board of Directors.

Section 2. Annual Meeting. Annual membership meetings of the Association shall be held during the fourth fiscal quarter of each year, however, no meeting may be held on a legal holiday. At the annual meeting, comprehensive reports of the affairs, finances and budget projections of the Association shall be made to the Unit Owners.

Section 3. Special Meetings. The Chief Executive Officer shall be required to call a special meeting of the members if directed by a majority of the Unit Owners presented to the Secretary. The call of such special meeting shall be by notice stating the time, place and purpose of such special meeting. Unless by consent of at least seventy-five (75%) per cent of the voting weight of the Unit Owners present, only the business stated in the notice as the purpose or purposes of such special meeting may be transacted at a special meeting.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to give notice to each Unit Owner of each annual or special membership meeting, stating the purpose or purposes thereof, as well as the time and place where it is to be held. Except as otherwise required by law or in other provisions of these By-Laws, notice shall be given to each Unit Owner, at least fourteen (14) days in advance of any annual or regularly scheduled meeting, and at least ten (10) days in advance of any other meeting. Notices shall be given in the manner provided in Section 5 of Article VI of these By-Laws. Any Unit Owner (or any mortgagee of any unit or any Unit Owner entitled to notice) may waive the notice of the meeting by doing so in writing before or after the meeting. Attendance at a meeting, either in person or by proxy, shall of itself constitute a waiver of notice. A recitation in the minutes of any membership meeting that notice of such meeting was properly given shall be prima facie evidence that such notice was so given.

Section 5. Order of Business. The order of business at all annual membership meetings shall be as follows:

- a. Roll call and certification of proxies;

- b. Proof of notice of meeting or waiver of notice;
- c. Reading of minutes of preceding meeting;
- d. Reports of Officers, if any;
- e. Reports of Committees, if any;
- f. Any voting that needs to take place;
- g. Unfinished business;
- h. New business

Section 6. Quorum. At all membership meetings, annual or special, a quorum shall be deemed present throughout any meeting until adjourned if Unit Owners entitled to cast more than one-third (1/3) of the votes of the Association are present in person or by proxy at the beginning of such meeting. If a quorum is present, the affirmative vote of Unit Owners in person or by proxy holding at least a majority of the votes of the Unit Owners representing at the meeting shall be the act of the Unit Owners. For the purposes of these By-Laws, "majority" shall mean fifty (50%) per cent. Provided, however, the foregoing provisions of this By-Law to the contrary notwithstanding, any action, which by law or pursuant to the provisions of the Declaration required the assent of a special percentage of the votes of the Unit Owners unless such requisite percentage so prescribed by law or by the Declaration is obtained. No Unit Owner shall be counted for a quorum or permitted to vote who is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payments to the Association.

Section 7. Adjourned Meeting. Any meeting of the membership which cannot be conducted because a quorum has not attended may be adjourned from time to time by the vote of a majority of the Home Owners present in person or represented by proxy. When any membership meeting, either annual or special, is adjourned for thirty (30) days or more, notice

of the adjourned meeting shall be given as in the case of an original meeting. Except as aforesaid, it shall not be necessary to give any notice of any adjournment or of the business to be transacted at an adjourned meeting, other than by an announcement at the meeting at which such adjournment is taken.

Section 8. Voting. Each Unit Owner shall have one vote. Since a Unit Owner may be more than one person, if only one of those persons is present at a meeting of the Association, that person shall be entitled to cast the vote appertaining to that Unit; however, if more than one of those persons is present, the vote appertaining to that Unit shall be cast only in accordance with their unanimous agreement, and such consent shall be conclusively presumed if any one of them purports to cast the vote appertaining to that Unit without protest being made forthwith by any of the others to the person presiding over the meeting.

Section 9. Proxy. The vote appertaining to any Unit may (and shall, in the case of any Unit Owner not a natural person or persons) be cast pursuant to a proxy or proxies duly executed by or on behalf of the Unit Owner, or, in cases where the Unit Owner is more than one person, by or on behalf of all such persons. No such proxy shall be revocable except by written notice delivered to the Association by the Unit Owner or by any of such persons. Any proxy shall be void if it is not dated or if it purports to be revocable without notice as aforesaid. The transfer of title to any Unit shall void any outstanding proxy pertaining to the voting rights appurtenant to that Unit.

ARTICLE III

OFFICERS, DIRECTORS, POWERS, MEETINGS

Section 1. The Officers/Directors of the Association shall consist of a Chief Executive Officer and Chairman of Board of Governors; Vice President and Member of Board of Governors; Chief Financial Officer and Member of Board of Governors; Secretary (Registered Agent) and Member of Board of Governors. Persons nominated as Officer/Director shall be

Unit Owners in the Condominium at all times during their service as Officer/Director, and any such Officer/Director who ceases to be a Unit Owner becomes ineligible to serve as Officer/Director.

Section 2. Election of Office. Persons nominated as Officer/Director shall be elected by secret written ballot (unless dispensed with by unanimous consent) cast by the Unit Owners at the annual membership meeting. At such election the Unit Owners or their proxies may cast, in respect to each vacancy, on a non-cumulative basis, the vote assigned to their respective Unit. The persons receiving the largest percentage shall be elected.

Section 3. Vacancies. If vacancies exceed fifty percent (50%), a Special Meeting in accordance with Article II, Section 3, above.

Section 4. Fees and Compensation. Fees or compensation for Officer/Director shall be as fixed by a resolution adopted at the Annual Meeting. The Board of Directors may apply approved compensation to other Officer/Director that assume dual duties until either the Annual or Special Meeting fills vacancies.

Section 5. Chief Executive Officer. The Chief Executive Officer shall act as Chairman of the Board of Directors. He shall in general manage, supervise and control all the business and affairs of the Association. He shall, when present, preside at all membership meetings. He may sign, with the Secretary or any other proper Officer of the Board of Directors any contracts, deeds, mortgages, bonds, policies of insurance, or other instruments which the Board of Directors has authorized to be executed.

Section 6. Vice President. In the absence of the Chief Executive Officer, or in the event of his death or inability or refusal to act, the Vice President shall perform the duties of the Chief Executive Officer and, when so acting, shall have all the powers and subject to all the restrictions upon the Chief Executive Officer.

Section 7. Secretary. The Secretary will: a. Attend and keep the minutes of the membership meetings and of the Board of Directors meetings in one (1) or more books

provided for that purpose; b. See that all notices are duly given in accordance with the provisions of these By-Laws, or as required by law; c. Be custodian of Association records; d. Keep a register of the post office address of each Unit Owner; e. In general, perform all duties incident of the office of Secretary and such other duties as from time to time may be assigned by the Board of Directors.

Section 8. Chief Financial Officer: The Chief Financial Officer shall have custody of and be responsible for all funds, securities and financial records of the Association; receive any monies due and payable to the Association and deposit those funds in the name of the Association in such banks, trust companies, or other depositories selected by the Board of Governors.

ARTICLE IV

FISCAL MATTERS

Section 1. Assessments. Unit Owners shall pay assessments imposed at the Annual Meeting of the Association. Excess funds will be placed in established Reserve Funds of the Association.

Section 2. The Board of Directors may require that any member or members of the Board of Directors that handles funds of the Association or responsible for Association funds shall furnish an adequate fidelity bond. The premium for such bond shall be paid by the Association from the common expense fund.

Section 3. There shall be at no time no more than one-third of the Units available as rental Units.

Article V

DUTIES OF UNIT OWNERS

Section 1. Complaint Procedures. Prior to taking any other action with respect thereto, Unit Owners shall be obligated to adhere to the and abide by the following procedures

in the case of any complaint a Unit Owner may have against the Association or any Officer of the Condominiums: Any complaint by a Unit Owner concerning the maintenance, operation, repair and replacement of the Condominiums or any portion thereof, shall be presented in writing to the Board of Directors, within thirty (30) days of the receipt of such request for action, the Board of Directors, or a designated Officer of the Association, shall meet with the Unit Owner to resolve the Complaint.

Section 2. Conduct. All Unit Owners, their guest, tenants, or occupants of the Unit shall at all times observe the rules of conduct and the regulations pertaining to the Condominium and the common elements thereof which may from time to time be established by the Association or its Boards of Directors and furnished to Unit Owners.

Section 3. Notices to Association. A Unit Owner who mortgages his Unit, or executes and delivers or assumes or purchases his Unit subject to any mortgage which shall be or becomes a lien on his Unit, shall notify the Secretary of the Association of the name and address of the holder of any such mortgage, and thereby authorize the Association to furnish such information as such mortgagee may request respecting unpaid assessments, taxes or other information concerning such Unit, including the status of Unit availability as investment property.

Section 4. Notices by Association. Whenever any notice by the Association to a Unit Owner is required or permitted under these By-Laws, such notice shall be in writing and delivered personally or sent by United States Mail, postage prepaid, to the Unit Owner at such address or addresses as such Unit Owner may have designated, at the address of such Owner's Unit. Notice shall be considered given when delivered personally or on the second day following the date upon which such notice is so deposited in the United States Mail.

ARTICLE VI
MISCELLANEOUS

Section 1. Fiscal Year. The fiscal year of the Association shall be the calendar year.

Section 2. Parliamentary Rules. Unless waived by majority vote of the Unit Owners in attendance in person or by proxy at the duly called membership meeting, Robert's Rules of Order (latest edition) shall govern the conduct of the Association proceedings when not in conflict with Georgia law, the Declaration, or these By-Laws.

Section 3. Conflicts. If there are conflicts or inconsistencies between the provisions of Georgia law or these By-Laws, the provisions of Georgia law shall prevail.

Section 4. Definitions. These By-Laws may be amended by the Unit Owners of the Association at any regular or special meetings; provided however, that notice shall be given to all members not less than fifteen (15) days in advance of the meeting setting forth the purpose of the meeting. If a quorum is present, the affirmative vote of a majority of the votes of the Unit Owners represented at the meeting shall be the vote of the Unit Owners.

2/1/1990 SD DEED BK 2113 PG 204 3/7/1990 AFF DEED BK 2120 PG 180 3/7/1990 AFF DEED BK 2120 PG 184 3/28/1990 SD DEED BK 2124 PG 225 8/6/1990 SD DEED BK 2154 PG 87
11/27/1990 WD DEED BK 2178 PG 111 11/27/1990 REL DEED BK 2178 PG 112 11/27/1990 SD DEED BK 2178 PG 114 5/6/2013 WD DEED BK 58291

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BOOK 1046 PAGE 265

FIRST AMENDMENT TO DECLARATION
OF
BROOKWOOD ESTATES CONDOMINIUM

EXHIBITS:

- A - Property Added by This Amendment
- B - Submitted Property

RECORDING REFERENCE:

Declaration:
Deed Book 939, page 6, Clerk's Office, Whitfield County

Plats: Condominium Plat Book 1, page 23
Condominium Plat Book 1, page 25
Condominium Plat Book 1, page 27

Plans: Condominium Drawer 1, Folder 15
Condominium Drawer 1, Folder 17

Plat (for this amendment):
Condominium Plat Book 1, page 34

Plans (for this amendment):
Condominium Drawer 1, Folder 22

**FIRST AMENDMENT TO DECLARATION
OF BROOKWOOD ESTATES CONDOMINIUM**

THIS AMENDMENT, is made as of the 16th day of October, 1987, by VICKI K. ROBERTS, d/b/a MAJOR CONSTRUCTION, (the "Declarant").

STATEMENT OF BACKGROUND INFORMATION

The Declaration of Brookwood Estates Condominium is dated July 16, 1986, and is recorded in Deed Book 939, page 6, in the Office of Clerk of the Superior Court of Whitfield County, Georgia. The plats and plans accompanying and pertaining to the original Declaration are recorded as set forth on the first page of this Amendment. The original Declaration, in Paragraph 9, provided to the Declarant the option to expand the Condominium as set forth in said Paragraph and Declaration. Declarant desires to expand the Condominium pursuant to Paragraph 9 of the Declaration as hereinafter set forth.

STATEMENT OF AMENDMENT

The Declaration is hereby amended as follows:

1. **Addition of Property.** The additional property described in Exhibit A, attached hereto and incorporated herein by this reference, is hereby added to the Condominium and submitted to the Declaration and the Georgia Condominium Act. The submitted property (including both the property added hereby and the property previously submitted) is described in Exhibit B, attached hereto and incorporated herein by reference. The Declarant retains all rights given to Declarant by said Declaration.

2. **Unit Information.** In accordance with the provisions of Paragraph 9 of the Declaration, the undivided interest in the common elements, votes in the association and liability for common expenses are allocated among the Condominium Units on the submitted property in proportion to the number of units thereon. Each shall have one vote in the Association. By the submission of this Amendment fifty-two (52) units will be situated upon the submitted property and each unit will have an undivided one fifty second (1/52) interest in the common elements and a one fifty second (1/52) share of liability for common expenses upon the completion of all units on the submitted property.

3. **Plat and Plans.** The plat and plans required by the Georgia Condominium Act to be filed in connection with the expansion of the condominium are recorded as set forth on the first page of this Amendment.

4. Effect. The Declaration and other condominium instruments, as hereby amended, shall remain in full force and effect with respect to the submitted property described in Exhibit B hereto. In particular, but without limitation, the property added hereby shall contain units, and swimming pool, as shown on the referenced plat, said units having boundaries and limited common elements as shown on the plat and plans as amended and as provided in the condominium instruments and the Georgia Condominium Act with the balance of the property added hereby being common elements.

5. Author. This Amendment was prepared by Daniel T. Strain, Jr. of McCamy, Phillips, Tuggle, Rollins & Fordham, P. O. Box 1105, Dalton, Georgia, 30722-1105.

IN WITNESS WHEREOF, this Amendment has been executed under seal as of the day and year first above written.

Vicki K. Roberts (SEAL)
VICKI K. ROBERTS, o/b/a
MAJOR CONSTRUCTION

Signed, sealed and delivered this 16th day of October, 1987 in the presence of:

Karin P. Bracchett
WITNESS

Jean Mitcham
NOTARY PUBLIC

FILED & RECORDED
TIME: 4:55
DATE: 10-16-87
BOOK 1046 PAGE 263-271
Betty Nelson, C.S.C.
WHITFIELD COUNTY, GA.

And, THE FIRST NATIONAL BANK OF DALTON, joins in the execution of this First Amendment to Declaration for the purpose of subordinating its liens to this First Amendment and Declaration.

This 16th day of October, 1987.

Signed, sealed and delivered this 16th day of October, 1987 in the presence of:

David O. Sharp
WITNESS

Eric M. Henshaw
NOTARY PUBLIC

FIRST NATIONAL BANK OF DALTON

BY: Laura M. Battenfield, Esq.

ATTEST: Don B. Ratchford, AUP

Notary Public Georgia State of Georgia
My Commission Expires Jan. 10, 1988

DESCRIPTION OF PROPERTY ADDED BY THIS AMENDMENT

A certain tract or parcel of land lying and being in Land Lot 258 and 275 of the 12th District and 3rd Section of Whitfield County, Georgia, being situate in the City of Dalton and being more particularly described according to plat of survey prepared by Quillie E. Kinard, Jr., Georgia Registered Land Surveyor No. 1572, dated June 28, 1985 and revised November 11, 1985; and also being more particularly described in a plat by Joseph R. Evans, Registered Land Surveyor No. 2168, dated July 7, 1986 as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at an iron pin found on the north side of the right-of-way of Cedar Street in said City of Dalton, which point is located north 89 degrees 50 minutes 59 seconds west a distance of 206.2 feet along the north side of the right-of-way of Cedar Street from the northwest corner of the intersection of Cedar Street and Hill Street (said point also being the southwest corner of Lot 142 of American Thread Company Property as per plat of same recorded in Plat Book 3, page 58, Plat Cabinet A, Slide 98, Whitfield County Clerk's Records), and running thence north 89 degrees 50 minutes 59 seconds west along the north side of the right-of-way of Cedar Street a distance of 53.93 feet, thence north 14 degrees 02 minutes 27 seconds west a distance of 97.29 feet, thence south 89 degrees 49 minutes 28 seconds west a distance of 174.75 feet, thence north 00 degrees 00 minutes 09 seconds west a distance of 99.9 feet, thence north 00 degrees 27 minutes 22 seconds west a distance of 99.92 feet, and thence north 00 degrees 15 minutes 11 seconds west a distance of 200.00 feet, to the TRUE POINT OF BEGINNING; and from said TRUE POINT OF BEGINNING, run thence north 00 degrees 15 minutes 11 seconds west a distance of 211 feet; thence north 00 degrees 15 minutes 13 seconds west 96.33 feet to an iron pin found (and the northwest corner of property conveyed to L. S. Orr, Jr., by deed at Deed Book 341, page 255, Whitfield County Clerk's Records); thence north 88 degrees 27 minutes 30 seconds east a distance of 206.0 feet; thence north 88 degrees 27 minutes 32 seconds east a distance of 106.74 feet to an iron pin found; thence south 89 degrees 20 minutes 32 seconds east a distance of 70.05 feet to an iron pin found; thence south 01 degrees 06 minutes 05 seconds west a distance of 54.01 feet to an iron pin found; thence north 89 degrees 53 minutes 21 seconds east a distance of 80.06 feet to an iron pin found on the west side of the right-of-way of Hill Street; thence south 00 degrees 27 minutes 38 seconds west along the west side of the right-of-way of Hill Street a distance of 50.23 feet to an iron pin found; thence south 89 degrees 58 minutes 27 seconds west a distance of 150.93 feet to an iron pin found; thence south 00 degrees 04 minutes 45 seconds east a distance of 237.27 feet to an iron pin placed; thence south 89 degrees 55 minutes 15 seconds west a distance of 116.0 feet to an iron pin placed; thence north 00 degrees 04 minutes 45 seconds

west along the east right-of-way of Brookwood Lane a distance of 27.16 feet to a point; thence south 89 degrees 49 minutes 28 seconds west a distance of 40 feet to an iron pin located on the west right-of-way of said Brookwood Lane; thence south 89 degrees 49 minutes 28 seconds west a distance of 153.3 feet to the TRUE POINT OF BEGINNING.

LESS AND EXCEPT from the above described property that portion of same which is shown as right-of-way for Brookwood Lane on a plat by Joseph R. Evans, Registered Land Surveyor No. 2168, dated July 7, 1986, last revised October 15, 1987, of record in Condominium Plat Book 1, page 34, Whitfield County Clerk's Records.

DESCRIPTION OF SUBMITTED PROPERTY

(Including the Property Added by This Amendment)

A certain tract or parcel of land lying and being in Land Lots 258 and 275 of the 12th District and 3rd Section of Whitfield County, Georgia, and being situate in the City of Dalton, being more particularly described according to plat of survey prepared by Quillie E. Kinard, Jr., Georgia Registered Land Surveyor No. 1572 dated June 28, 1985, and revised November 11, 1985; and also being more particularly described in a plat by Joseph R. Evans, Registered Land Surveyor No. 2168, dated July 7, 1986, said plat being last revised October 15, 1987, of record in Condominium Plat Book 1, page 34, as follows:

COMMENCING at an iron pin found on the north side of the right-of-way of Cedar Street in said City of Dalton, which iron pin is located north 89 degrees 50 minutes 59 seconds west a distance of 206.2 feet along the north side of the right-of-way of Cedar Street from the northwest corner of the intersection of Cedar Street and Hill Street (said point of beginning also being the southwest corner of Lot 142 of American Thread Company property as per plat of same recorded in Plat Book 3, page 58, Plat Cabinet A, Slide 98, Whitfield County Clerk's Records); and from said point of beginning running thence north 89 degrees 50 minutes 59 seconds west along the north side of the right-of-way of Cedar Street a distance of 53.93 feet to an iron pin found (said point also being the southwest corner of Lot 143 of the American Thread Company property per plat of same hereinabove referenced); thence north 14 degrees 02 minutes 27 seconds west a distance of 97.29 feet along property now or formerly belonging to James M. Feighery to an iron pin found; thence south 89 degrees 49 minutes 28 seconds west along the north line of said Feighery property a distance of 174.75 feet to an iron pin found; thence north 00 degrees 00 minutes 09 seconds west a distance of 99.9 feet to an iron pin found; thence north 00 degrees 27 minutes 22 seconds west a distance of 99.92 feet to an iron pin found; thence north 00 degrees 15 minutes 11 seconds west a distance of 200 feet; thence north 00 degrees 15 minutes 11 seconds west a distance of 211; thence north 00 degrees 15 minutes 13 seconds west 96.33 feet to an iron pin found (and the northwest corner of property conveyed to L. S. Orr, Jr., by deed at Deed Book 341, page 255, Whitfield County Clerk's Records); thence north 88 degrees 27 minutes 30 seconds east a distance of 206 feet; thence north 88 degrees 27 minutes 32 seconds east a distance of 106.74 feet to an iron pin found; thence south 89 degrees 20 minutes 32 seconds east a distance of 70.05 feet to an iron pin found; thence south 01 degrees 06 minutes 05 seconds west a distance of 54.01 feet to an

iron pin found; thence north 89 degrees 53 minutes 21 seconds east a distance of 80.06 feet to an iron pin found on the west side of the right-of-way of Hill Street; thence south 00 degrees 27 minutes 38 seconds west along the west side of the right-of-way of Hill Street a distance of 50.23 feet to an iron pin found; thence south 89 degrees 58 minutes 27 seconds west a distance of 150.93 feet to an iron pin found; thence south 00 degrees 04 minutes 45 seconds east a distance of 237.27 feet to an iron pin placed; thence south 00 degrees 04 minutes 45 seconds east a distance of 324 feet to an iron pin located at the southwest corner of Lot 139 of American Thread Company property as shown by plat of record in Plat Book 3, page 58 (Plat Cabinet A, Slide 98), Clerk's Office, Whitfield County, Georgia; thence south 89 degrees 46 minutes 00 seconds west along the north line of Lot 142 of American Thread Company property a distance of 56.34 feet to an iron pin found; thence south 00 degrees 12 minutes 21 seconds east along the west line of said Lot 142 of American Thread Company property a distance of 143.11 feet to an iron pin found on the north side of the right-of-way of Cedar Street and the point of beginning.

The above metes and bounds description is also shown on a plat by Joseph R. Evans showing the submitted property which said plat is dated September 18, 1987 and certified by the surveyor under date of September 21, 1987 of record in Condominium Plat Book 1, pages 36 and 37, Whitfield County Clerk's Records.

LESS AND EXCEPT from the above description the right-of-way for Brookwood Lane as same is shown on the plat by Joseph R. Evans, Registered Land Surveyor dated July 7, 1986 and last revised October 15, 1987, of record in Condominium Plat Book 1, page 34, Whitfield County Clerk's Records.

There is submitted and conveyed herewith a non-exclusive easement across that right-of-way designated as Brookwood Lane on the above referenced plat by Joseph R. Evans, last revised October 15, 1987 of record in Condominium Plat Book 1, page 34, for purposes of ingress and egress; said easement to be automatically extinguished at such time as Brookwood Lane is conveyed to the City of Dalton as a public street.

3/7/1990 AFF DEED BK 2120 PG 180 3/7/1990 AFF DEED BK 2120 PG 184 8/6/1990 SD DEED BK 2154 PG 87 9/19/1990 QCD DEED BK 2164 PG 47 10/11/1990 WD DEED BK 2169 PG 200
11/27/1990 WD DEED BK 2178 PG 111 11/27/1990 REL DEED BK 2178 PG 112 11/27/1990 SD DEED BK 2178 PG 114 4/30/1991 CANG DEED BK 2210 PG 206 6/25/1991 WD DEED BK 2223 PG 83
9/30/1991 SD DEED BK 2243 PG 307 9/30/1991 WD DEED BK 2243 PG 44 9/30/1991 CANG DEED BK 2243 PG 44 9/30/1991 WD DEED BK 2243 PG 307 9/30/1991 SD DEED BK 2243 PG 307

For quitclaim see DB 2513 pg 97
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BOOK 939 PAGE 6

DECLARATION
OF
BROOKWOOD ESTATES CONDOMINIUM

THIS DECLARATION is made by VICKI K. ROBERTS, d/b/a MAJOR CONSTRUCTION, for the purposes hereinafter set forth.

1. Purposes. This Declaration is made for the purpose of submitting the property described in Paragraph 4 hereof to the Georgia Condominium Act. The condominium units hereby created are owned by VICKI K. ROBERTS, d/b/a MAJOR CONSTRUCTION, subject to Deed to Secure Debt held by The First National Bank of Dalton and Deed to Secure Debt held by L. S. Orr, Jr. The First National Bank of Dalton and L. S. Orr, Jr. agree that their Deeds to Secure Debt shall be subject to this Declaration and other condominium instruments.

2. Definitions. The terms defined in Section 3 of the Georgia Condominium Act (Ga. Code 44-3-71) shall have the meanings therein specified wherever they appear in the condominium instruments unless the context otherwise requires.

3. Name. The name of the condominium is "BROOKWOOD ESTATES CONDOMINIUM".

4. DESCRIPTION OF SUBMITTED PROPERTY. The submitted property is described in Exhibit "A", attached hereto and incorporated herein by reference.

- Page 2 -

PLAT LOCATION: CONDOMINIUM PLAT BOOK 1 page 23.
" " " 1 " 25.
" " " 1 " 27.

1.
PLAN LOCATION: CONDOMINIUM DRAWER 1 FOLDER 15.
" " " 1 " 17.

FIRST AMENDMENT TO DECLARATION - Deed Book 1046 page 265
PLAT: CONDO. PLAT BK 1, page 34
PLANS: CONDO. DRAWER 1, FOLDER 22

5. Unit Information. The plat of Brookwood Estates Condominium sets forth each condominium unit by its identifying number. Each unit in the property submitted hereby shall have an undivided one - twenty-eighth (1/28th) interest in the common elements and one - twenty-eighth (1/28th) share of liability for common expenses. Each unit shall have one (1) vote in the association.

6. Unit Boundaries. The boundaries of the units are the floors, ceilings and walls thereof as delineated in the plats and plans.

7. Limited Common Elements. "The wooden decks, outdoor storage areas, fences screening the storage areas, and any balconies, porches and other apparatus" described in Section 12 (a) (5) of the Georgia Condominium Act (Ga. Code 44-3-75) designed to serve a single condominium unit are hereby assigned as limited common elements appertaining to the condominium unit served only. The limited common elements hereby assigned shall not be reassigned and no other limited common elements shall be assigned.

8. Use Restrictions. The submitted property shall be used for residential use only and shall not be used for any business activities; provided, however, that notwithstanding the foregoing, Vicki K. Roberts d/b/a Major Construction, shall have the rights set forth in Section 22 of the Georgia Condominium Act (Ga. Code 44-3-85) to maintain a sales office and/or model units on the submitted property.

9. Expandable Condominium. Vicki K. Roberts, d/b/a Major Construction, shall have the option to expand the condominium by adding the land (the "additional property") described in Exhibit "B", attached hereto and incorporated herein by reference, and any improvements thereon. The additional property may be added as a whole at one time or in one or more portions at different times. Should Vicki K. Roberts, d/b/a Major Construction, (or her successors and assigns) not add the additional property, an easement is reserved along the 40 feet in width street designated "Brookwood Lane" on the plats and plans of the submitted property for purposes of ingress and egress to the additional property. At such time as the additional property or a portion of same is added and submitted to the Condominium Act resulting in a lengthening of Brookwood Lane to a new and more northerly situated cul-de-sac, then at that time the portion of the "temporary cul-de-sac" shown on plans of the submitted property which said portion of temporary cul-de-sac lies outside the 40 feet in width right-of-way for Brookwood Lane shall automatically cease to be a part of Brookwood Lane and shall be a part of the common elements of the condominium. The option to expand the condominium by adding the land (the "additional property") described in Exhibit "B" shall expire seven (7) years from the date of recording this declaration; provided, however, the unit owners of condominium units to which two-thirds of the votes in the association appertain, exclusive of any vote or votes appurtenant to any condominium unit or units owned by Vicki K. Roberts, d/b/a Major Construction may

consent to the extension of this option within one year prior to the date on which this option would otherwise have expired. The maximum number of condominium units that may be created on the additional property is twenty-four (24). The additional property shall be subject to the use restrictions set forth in paragraph 8 hereof when it is added to the condominium. The condominium units created on the additional property shall be compatible with the structures on the submitted property in terms with quality of construction, the principal materials used, and architectural style; however, different architectural designs are permitted if they remain compatible with structures on the submitted property. Vicki K. Roberts, d/b/a Major Construction shall have the right to assign limited common elements on the additional property in accordance with the provisions of paragraph 7 hereof. The undivided interest in the common elements, votes in the association and liability for common expenses are allocated among the condominium units on the submitted property in proportion to the number of units, and, upon the expansion of the condominium to include any portion of the additional property, shall be reallocated among the condominium units on the submitted property and the additional property in proportion to the number of units. Vicki K. Roberts, d/b/a Major Construction alone (or her successors and assigns as developer) shall execute and record the amendments to this declaration, the plats and plans required by the Georgia Condominium Act, at her own expense, and shall own the condominium units thereby created. Except as expressly set forth herein, Vicki K. Roberts, d/b/a Major Construction option to expand the condominium

by adding additional property, shall not be limited in any respect set forth in Section 14(b) of the Georgia Condominium Act.

10. Declarant's Control. Pursuant to Section 33 of the Georgia Condominium Act (Ga. Code 44-3-101), Vicki K. Roberts, d/b/a Major Construction, is hereby authorized to appoint and remove one member of the Board of Directors until the first of the following occurs: (a) the date seven (7) years after the recording of the Declaration; (b) the date as of which units to which four-fifths (4/5) of the undivided interests in the common elements appertain shall have been conveyed by Vicki K. Roberts, d/b/a Major Construction, to unit owners other than Vicki K. Roberts, d/b/a Major Construction, unless at that time Vicki K. Roberts, d/b/a Major Construction, has an unexpired option to add additional property; or (c) the date as of which Vicki K. Roberts, d/b/a Major Construction, surrenders the authority to appoint and remove members of the Board of Directors and officers by an express amendment to the Declaration executed and recorded by Vicki K. Roberts, d/b/a Major Construction.

11. Assessments. Pursuant to Section 17(c) of the Georgia Condominium Act (Ga. Code 44-3-80), assessments may be made more often than annually. Pursuant to Section 41 of the Georgia Condominium Act (Ga. Code 44-3-109), the lien for assessment shall also include (a) a late charge or delinquency charge (not in excess of the greater of \$10.00 or ten percent of the amount of each assessment or installment thereof not paid when due), (b) interest on each assessment or installment thereof, and any delinquency or late charge, appertaining thereto,

from the date the same was first due and payable, at a rate not in excess of ten percent per annum, (c) the costs of collection, including court costs, the expenses of sale, any expenses required for the protection and preservation of the condominium unit, and reasonable attorneys' fees actually incurred, and (d) the fair rental value of the condominium unit from the time of the institution of suit until the sale of the condominium at foreclosure (or until the judgment rendered in such suit is otherwise satisfied).

12. Rules and Fines. Pursuant to Section 13 of the Georgia Condominium Act (Ga. Code 44-3-76), the association shall have the authority to adopt reasonable rules and regulations governing the use of the submitted property, to impose fines in an amount not to exceed twenty-five dollars (\$25.00) for each failure to comply with said rules or with any other condominium instruments, and to suspend temporarily the right of use of certain of the common elements.

13. Damage or Destruction to Common Elements Only. In the event of any damage or destruction to common elements only and not to any portion of any unit, the portion of the common element damaged or destroyed shall be repaired or restored unless the unit owners having at least two-thirds of the voting weight in the association vote not to repair or restore. The Board of Directors shall hold any insurance proceeds paid in connection therewith, provide for the repair or restoration, impose any special assessments if the insurance proceeds are insufficient and determine the disposition of any excess proceeds if the insurance proceeds exceed the cost of repair or restoration or if no repair or restoration will be undertaken.

For Special Release, see DB 944 pg. 298
For Spec. Rel see DB 944 pg 318 (unit 36 Bld 11)
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14. Author. This Declaration was prepared by
Daniel T. Strain, Jr. of McCamy, Phillips, Tuggle, Rollins & Fordham,
Attorneys at Law, 411 West Crawford Street, Dalton, Georgia, 30720.

IN WITNESS WHEREOF, this Declaration has been executed
under seal by Vicki K. Roberts, d/b/a Major Construction
this 16th day of July, 1986.

Vicki K. Roberts (SEAL)
VICKI K. ROBERTS, d/b/a
MAJOR CONSTRUCTION

Signed, sealed and delivered
this 16th day of July, 1986
in the presence of:

Louisa H. Thornton
WITNESS

Jean Mitchem
NOTARY PUBLIC

And, THE FIRST NATIONAL BANK OF DALTON, and L. S. ORR, JR.,
join in the execution of this Declaration for the purpose of
subordinating their respective liens represented by Warranty Deeds
to Secure Debt to this Declaration.

This 16th day of July, 1986.

THE FIRST NATIONAL BANK OF DALTON

BY: Lyne M. Battenfield G.V.

ATTEST: Web B. Ruffalo, AUB

Signed, sealed and delivered
this 16th day of July, 1986
in the presence of:

Pam Smith
WITNESS

Etta Mae Frank JUL 16 1986
NOTARY PUBLIC

Notary Public, Georgia State of Large
My Commission Expires Aug. 4, 1989

L. S. ORR, JR.

Signed, sealed and delivered
this 16 day of July, 1986
in the presence of:

Dan Strain Jr.
WITNESS

Pamela G. Smith
NOTARY PUBLIC

Notary Public, Georgia State of Large
My Commission Expires 4-30-88

FILED & RECORDED
TIME: 7:00
DATE: 7-16-86
BOOK: 939 PAGE: 6-15
Betty Nelson, C.S.C.
WHITFIELD COUNTY, GA.

EXHIBIT "A"

SUBMITTED PROPERTY

A certain tract or parcel of land lying and being in Land Lots 258 and 275 of the 12th District and 3rd Section of Whitfield County, Georgia, and being situate in the City of Dalton, being more particularly described according to plat of survey prepared by Quillie E. Kinard, Jr., Georgia Registered Land Surveyor No. 1572 dated June 28, 1985, and revised November 11, 1985; and also being more particularly described in a plat by Joseph R. Evans, Registered Land Surveyor No. 2168, dated July 7, 1986, as follows:

COMMENCING at an iron pin found on the north side of the right-of-way of Cedar Street in said City of Dalton, which iron pin is located north 89 degrees 50 minutes 59 seconds west a distance of 206.2 feet along the north side of the right-of-way of Cedar Street from the northwest corner of the intersection of Cedar Street and Hill Street (said point of beginning also being the southwest corner of Lot 142 of American Thread Company property as per plat of same recorded in Plat Book 3, page 58, Plat Cabinet A, Slide 98, Whitfield County Clerk's Records); and from said point of beginning running thence north 89 degrees 50 minutes 59 seconds west along the north side of the right-of-way of Cedar Street a distance of 53.93 feet to an iron pin found (said point also being the southwest corner of Lot 143 of the American Thread Company property per plat of same hereinabove referenced); thence north 14 degrees 02 minutes 27 seconds west a distance of 97.29 feet along property now or formerly belonging to James M. Feighery to an iron pin found; thence south 89 degrees 49 minutes 28 seconds west along the north line of said Feighery property a distance of 174.75 feet to an iron pin found; thence north 00 degrees 00 minutes 09 seconds west a distance of 99.9 feet to an iron pin found; thence north 00 degrees 27 minutes 22 seconds west a distance of 99.92 feet to an iron pin found; thence north 00 degrees 15 minutes 11 seconds west a distance of 200 feet; thence north 89 degrees 49 minutes 28 seconds east a distance of 153.3 feet to an iron pin placed (said iron pin being called "Iron Pin No. 1", herein for purposes of identification); thence northwesterly, northerly, northeasterly, easterly, southeasterly, southerly, and southwesterly following the arc of a circle having a radius of 40 feet to a point which said point is located north 89 degrees 49 minutes 28 seconds east a distance of 40 feet from iron pin No. 1 aforementioned; thence south 00 degrees 04 minutes 45 seconds east a distance of 27.16 feet to an iron pin; thence north 89 degrees 55 minutes 15 seconds east a distance of 116 feet to an iron pin; thence south 00 degrees 04 minutes 45 seconds east a distance of 324 feet to an iron pin located at the southwest corner of lot 139 of American Thread Company property as shown by plat of record in Plat Book 3, page 58 (Plat Cabinet A, Slide 98), Clerk's Office, Whitfield County, Georgia; thence south 89 degrees 46 minutes 00 seconds west along the north line of Lot 142 of American Thread Company property a distance of 56.34 feet to an iron pin found; thence south 00 degrees 12 minutes 21 seconds east along the west line of said Lot 142 of American Thread Company property a distance of 143.11 feet to an iron pin found on the north side of the right-of-way of Cedar Street and the point of beginning.

CONTINUED PAGE TWO

PAGE TWO OF EXHIBIT "A"

LESS AND EXCEPT from the above described property that 40-feet in width right-of-way designated as Brookwood Lane on the above referenced plat.

There is submitted and conveyed herewith a non-exclusive permanent easement across that right-of-way designated as Brookwood Lane on the above referenced plat for purposes of ingress and egress, including across that area designated as temporary cul-de-sac at the northern present terminus of said Brookwood Lane.

There is RESERVED a non-exclusive easement for ingress and egress across said 40-feet in width Brookwood Lane which said easement is appurtenant to property described in Exhibit "B" (additional property) of this Declaration.

If the additional property described in Exhibit "B" or a portion of same is added and submitted to the Condominium Act resulting in a lengthening of Brookwood Lane to a new and more northerly situated cul-de-sac, then at that time the portion of the "temporary cul-de-sac" shown on the above referenced plat, which said plat is of record in Condominium Plat Book 1 Page 23, which said portion of temporary cul-de-sac lies outside the 40-feet in width right-of-way of Brookwood Lane shall automatically cease to be a part of Brookwood Lane and shall be a part of the common elements of the condominium.

EXHIBIT "B"

ADDITIONAL PROPERTY

A certain tract or parcel of land lying and being in Land Lot 258 and 275 of the 12th District and 3rd Section of Whitfield County, Georgia, being situate in the City of Dalton and being more particularly described according to plat of survey prepared by Quillie E. Kinard, Jr., Georgia Registered Land Surveyor No. 1572, dated June 28, 1985 and revised November 11, 1985; and also being more particularly described in a plat by Joseph R. Evans, Registered Land Surveyor No. 2168, dated July 7, 1986 as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at an iron pin found on the north side of the right-of-way of Cedar Street in said City of Dalton, which point is located north 89 degrees 50 minutes 59 seconds west a distance of 206.2 feet along the north side of the right-of-way of Cedar Street from the northwest corner of the intersection of Cedar Street and Hill Street (said point also being the southwest corner of Lot 142 of American Thread Company Property as per plat of same recorded in Plat Book 3, page 58, Plat Cabinet A, Slide 98, Whitfield County Clerk's Records), and running thence north 89 degrees 50 minutes 59 seconds west along the north side of the right-of-way of Cedar Street a distance of 53.93 feet, thence north 14 degrees 02 minutes 27 seconds west a distance of 97.29 feet, thence south 89 degrees 49 minutes 28 seconds west a distance of 174.75 feet, thence north 00 degrees 00 minutes 09 seconds west a distance of 99.9 feet, thence north 00 degrees 27 minutes 22 seconds west a distance of 99.92 feet, and thence north 00 degrees 15 minutes 11 seconds west a distance of 200.00 feet, to the TRUE POINT OF BEGINNING; and from said TRUE POINT OF BEGINNING, run thence north 00 degrees 15 minutes 11 seconds west a distance of 211 feet; thence north 00 degrees 15 minutes 13 seconds west 96.33 feet to an iron pin found (and the northwest corner of property conveyed to L. S. Orr, Jr., by deed at Deed Book 341, page 255, Whitfield County Clerk's Records); thence north 88 degrees 27 minutes 30 seconds east a distance of 206.0 feet; thence north 88 degrees 27 minutes 32 seconds east a distance of 106.74 feet to an iron pin found; thence south 89 degrees 20 minutes 32 seconds east a distance of 70.05 feet to an iron pin found; thence south 01 degrees 06 minutes 05 seconds west a distance of 54.01 feet to an iron pin found; thence north 89 degrees 53 minutes 21 seconds east a distance of 80.06 feet to an iron pin found on the west side of the right-of-way of Hill Street; thence south 00 degrees 27 minutes 38 seconds west along the west side of the right-of-way of Hill Street a distance of 50.23 feet to an iron pin found; thence south 89 degrees 58 minutes 27 seconds west a distance of 150.93 feet to an iron pin found; thence south 00 degrees 04 minutes 45 seconds east a distance of 237.27 feet to an iron pin placed; thence south 89 degrees 55 minutes 15 seconds west a distance of 116.0 feet to an iron pin placed; thence north 00 degrees 04 minutes 45 seconds west a distance of 27.16 feet to a point (which said point is designated "point alpha" for purposes of identification); thence northeasterly, northerly, northwesterly, westerly southwesterly and southerly along the arc of a circle having a radius of 40 feet to an iron pin which said iron is located south 89 degrees 49 minutes 28 seconds west a distance of 40 feet from point alpha aforementioned; thence south 89 degrees 49 minutes 28 seconds west a distance of 153.3 feet to the TRUE POINT OF BEGINNING.