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**BYLAWS OF
STEVE REYNOLDS COMMONS CONDOMINIUM ASSOCIATION, INC.**

**ARTICLE I
Name and Location**

Section 1. Name. The name of the association is Steve Reynolds Commons Condominium Association, Inc., a Georgia nonprofit membership corporation, hereinafter referred to as the "Association."

Section 2. Location. The principal office of the Condominium shall be located 3060 Holcomb Bridge Road, Suite A, Norcross, Georgia 30071. Meetings of members and directors may be held at such places within the State of Georgia, County of Fulton as may be designated from time to time by the Board of Directors.

**ARTICLE II
Definitions**

Section 1. General. The terms used in these Bylaws, unless otherwise specified or unless the context otherwise requires, shall have the meanings specified in Official Code of Georgia Annotated Section 44-3-71 and the Declaration for Steve Reynolds Commons Condominiums (hereinafter called the "Declaration"). Statutory references shall be construed as meaning the referenced statute or portion thereof as the same may exist from time to time.

**ARTICLE III
Membership and Voting Rights**

Section 1. Membership. Each Unit Owner shall automatically be a member of the Association, which membership shall continue during the period of ownership by such Unit Owner. 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.

In the event an Owner is a corporation, 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, or manager 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 2. Voter Rights. The Association shall have one class of voting membership, which shall consist of all Unit Owners. Such owners shall be entitled to exercise voting rights as provided in the Georgia Condominium Act, the Declaration and as prescribed herein. The number of votes allocated to each unit is as set forth in the Declaration. When a unit is owned by other than one or more natural persons, a certificate signed by the record owner of such unit and filed with the Secretary shall designate the person entitled to cast the vote for such unit. Each such certificate shall be valid until revoked,

superseded by a subsequent certificate or a change occurs in the ownership of such unit. When a unit is owned by more than one natural person, they may, without being required to do so, designate the person entitled to cast the vote for such unit as provided above. In the event they do not designate such a person, the following provisions shall apply:

(a) If only one is present at a meeting, the person present shall be counted for purposes of a quorum and may cast the vote for the unit, just as though he owned it individually, and without establishing the concurrence of the absent person or persons.

(b) If more than one of such owners, whether or not all of them, are present meeting and concur, any one of the owners may cast the vote for the owners.

(c) If more than one of such owners, whether or not all of them, are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.

The votes of the Unit Owners shall be cast under such rules and procedures as may be prescribed in the Declaration or in these Bylaws, as amended from time to time, or by law.

Section 3. Suspension of Voting Rights. During any period in which a Unit Owner shall be in default in payment of any assessment, the Board of Directors may suspend the voting rights of such Unit Owner until such assessment has been paid. Such rights of a Unit Owner may also be suspended, for a period not to exceed 30 days, for violation of any rules and regulations established by the Board of Directors.

Section 4. Majority. As used in these Bylaws, the term "majority" shall mean those votes, Owners, or other groups as the context may indicate totaling more than fifty (50%) percent of the total number of eligible votes, Owners, or other group, respectively. Unless otherwise specifically stated, the words "majority vote" mean more than fifty (50%) percent of those voting in person or by proxy. Except as otherwise specifically provided in the Declaration or the Bylaws, all decisions shall be by majority vote.

Section 5. 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 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 IV Meetings of Unit Owners

Section 1. Annual Meetings. The first annual meeting of the Unit Owners shall be called by the President upon request of the Declarant and shall be held within 12 months following the incorporation of the Association. Each subsequent regular annual meeting of the owners shall be held on the same day of the same month of each year thereafter unless otherwise provided by the Unit Owners at any previous meeting. If the day for the annual meeting of the Unit Owners is a legal holiday, the meeting will be held on the following day that is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Unit Owners may be called at any time by the President or by the Board of Directors or upon written request of at least twenty-five percent (25%) of the Unit Owners.

Section 3. Notice of Meetings. Written notice of each meeting of the Unit Owners shall be given by,

or at the direction of, the Secretary or person authorized to call the meeting at least 21 days in advance of any annual or regularly scheduled meeting, and at least seven days in advance of any other meeting, stating the time, place and purpose of such meeting. Such notice shall be delivered personally or sent by United States mail, postage prepaid, to all Unit Owners of record at such address or addresses as any of them may have designated, or, if no other address has been so designated, at the address of their respective units. Such notice shall also be sent by United States mail, postage prepaid, to each institutional holder of a first mortgage on a unit having theretofore requested same in writing. Each such holder shall be permitted to designate a representative to attend each such meeting without voice or vote except pursuant to Section 5 of this Article IV. Any Owner may waive notice, in writing, either before or after such meeting. Attendance at a meeting by an Owner, whether in person or represented by proxy, shall be deemed waiver of notice unless the Owner objects to the lack of notice prior to the meeting's call to order.

Section 4. Quorum. The presence at the meeting of Unit Owners and/or proxies entitled to cast more than one-third of the votes of the membership shall constitute a quorum for any action except as otherwise expressly provided in the Georgia Condominium Act or in the Declaration. 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. If, however, such quorum shall not be present or represented at any meeting, the Unit Owners and/or proxies entitled to cast a majority of the votes thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. Subject to the provisions of Article III, Section 2, hereof, at all meetings of the Unit Owners, each Unit Owner may vote in person or by proxy. All proxies shall be in writing, signed, dated and filed with the Secretary. Each proxy shall be revocable by written notice to the Association. Each proxy shall automatically cease upon conveyance by a Unit Owner of his unit and shall be effective only for the meeting specified therein. The presence in person by the giver of the proxy at a meeting for which the proxy is given shall automatically invalidate the proxy for that meeting. A proxy holder may not appoint a substitute proxy holder unless expressly authorized to do so in the proxy.

Section 6. Order of Business. At all meetings of the Association, Roberts Rules of Order (latest edition) shall govern when not in conflict with the Declaration, the Bylaws or the Articles of Incorporation, unless the Owners present at a particular meeting vote to suspend Robert's Rules at that meeting.

Section 7. Decisions of Unit Owners. Unless otherwise expressly provided in the Georgia Condominium Act, the Declaration or these Bylaws, a majority of the votes cast on any particular issue shall be necessary to adopt decisions at any meeting of the Unit Owners. When the Georgia Condominium Act, the Declaration or these Bylaws require the approval or consent of all or a specified percentage of mortgagees and/or other lien holders, no decision or resolution duly adopted by the Unit Owners shall be effective or valid until such approval or consent shall be obtained. During such time as the Declarant has the right to control the Association pursuant to the provisions of Official Code of Georgia Annotated Section 44-3-101, no decision or resolution duly adopted by the Unit Owners shall be effective or valid until the Declarant's approval or consent shall have been obtained.

ARTICLE V Board of Directors

Section 1. Number and Qualifications. Following expiration of the period of the Declarant's right to control the Association pursuant to the provisions of Official Code of Georgia Annotated Section 44-3-101, the Board of Directors of the Association shall be composed of three (3) persons. With the exception of those persons appointed as directors by the Declarant pursuant to the provisions of Official Code of Georgia Annotated Section 44-3-101, each such person shall be a member of the Association or the spouse of a member. No co-owners may serve on the Board at the same time.

Section 2. Election and Term of Office. Notwithstanding anything to the contrary herein. Declarant

shall have exclusive authority to appoint and remove directors and officers until the earlier of: (a) the seventh anniversary of the date this Declaration is recorded; or (b) unless the Declarant has an unexpired option to add Additional Property, 120 days after the date as of which Condominium Units (including Condominium Units initially shown on plats of the Condominium plus any Units within the Additional Property remaining to be added) to which four fifths (4/5ths) of the undivided interest in the Common Elements appertain, have been conveyed by Declarant to Unit Owners other than Declarant; or (c) at such earlier time as Declarant in its sole discretion, shall deem appropriate, such decision to be evidenced by an express amendment to this Declaration, executed and recorded by Declarant. Upon the termination of the Declarant's right to control the Association pursuant to the provisions of Official Code of Georgia Annotated Section 44-3-101, the Declarant shall give at least seven (7) days' written notice to each member for a special meeting of the members, to be held not more than thirty (30) days after the date of such termination, to elect a new board of directors. At such meeting the Unit Owners shall elect three (3) directors for a term of two (2) years each. Except in the case of death, resignation or removal, each director elected by the members shall serve until the annual meeting at which his term expires and until his successor has been duly elected and qualified. Persons receiving the largest number of votes at any election of directors shall be elected whether or not such number constitutes a majority of the votes cast. Cumulative voting shall not be permitted.

Section 3. Removals; Vacancies. Following expiration of the period of the Declarant's right to control the Association pursuant to the provisions of Official Code of Georgia Annotated Section 44-3-101, any director may be removed from the Board of Directors with or without cause, by a majority vote of the Unit Owners theretofore entitled to elect such director. Any director who has had three (3) consecutive unexcused absences from regularly scheduled Board meetings or is more than sixty (60) days past due in the payment of any assessment 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. In the event of death or resignation of a director, the remaining members of the board shall select his successor. In the event of removal of a director, the Unit Owners theretofore entitled to elect such director shall elect his successor. Any such successor shall serve for the unexpired term of his predecessor.

Section 4. Annual Organization Meeting The first meeting of the Board of Directors following each annual meeting of the Unit Owners shall be held within ten (10) days thereafter, at such time and place as shall be fixed by the newly elected directors at such annual meeting, and no notice shall be necessary in order legally to constitute such meeting.

Section 5. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by the Board of Directors. Notice of the time and place of regular meetings shall be given to every director by mail or telephone at least three (3) days prior to the date of such meeting.

Section 6. Special Meetings. Special meetings of the Board of Directors may be called by the President on two (2) days notice to every director given by mail or telephone and stating the time, place and purpose of the meeting. Special meetings 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 7. Waiver of Notice; Action Without Meeting. Wherever notice of a meeting of the Board of Directors is required to be given under any provision of these Bylaws, a written waiver thereof, executed by a director before or after the meeting and filed with the Secretary, shall be deemed equivalent to notice to the director executing the same. Attendance at a meeting by the director shall constitute a waiver of notice of such meeting by the director if such director attends the meeting without protesting prior thereto or at the meeting's commencement the lack of notice to him. Neither the business to be transacted at, nor the purpose of, any meeting of the Board of Directors need be specified in any written waiver of notice. Any action required or permitted at any meeting of the Board of Directors may be taken without a meeting provided that all directors consent to the action in writing and the written consents are filed with the records of the proceedings of the Board of Directors. Such consents shall be treated for all purposes as a vote at a meeting.

Section 8. Voting; Quorum of the Board Adjournment of Meetings. At all meetings of the Board of

Directors, each director shall be entitled to cast one vote. The presence in person of directors representing at least two-thirds of the votes of the Board of Directors shall be a quorum at any Board of Directors meeting and a majority of the votes present and voting shall bind the Board of Directors and the Association as to any matter within the powers and duties of the Board of Directors.

Section 9. Compensation. Directors shall not be compensated for services as such unless and only to the extent the 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 as long as the Board of Directors approves such expenses.

Section 10. Powers and Duties. The Board of Directors shall have the powers and duties necessary for administration of the affairs of the Association 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 exercising its powers and duties, the Board of Directors shall take as its standard the maintenance of the general character of the condominium as a residential community of the first class in the quality of its maintenance, use and occupancy. Such powers and duties of the Board of Directors shall be exercised in accordance with and subject to all provisions of the Georgia Condominium Act, the Declaration and these Bylaws and shall include without limitation powers and duties to:

- (a) Operate, care for, maintain, repair and replace the Common Elements and employ personnel necessary or desirable therefor.
- (b) Determine Common Expenses of the Association.
- (c) Collect assessments from the Unit Owners.
- (d) Adopt and amend rules and regulations covering the details of the operation and use of the Condominium.
- (e) Open bank accounts on behalf of the Association and designate the signatories required therefor.
- (f) Manage, control, lease as lessor, and otherwise deal with the Common Elements, including power to make shut-off of common services and other interruptions of the normal functioning of the buildings to facilitate performance of any maintenance or repair work or the making of additions, alterations or improvements by the Association or the Unit Owners pursuant to provisions of the Declaration. The Board of Directors shall use reasonable efforts to disrupt the Unit Owners and Occupants as little as possible in exercising such authority to effect shut-offs and other interruptions.
- (g) Purchase, lease or otherwise acquire units offered for sale or lease or surrendered by their Unit Owners to the Association.
- (h) Own, sell, lease, encumber, and otherwise deal in, but not vote with respect to, units owned by the Association.
- (i) Obtain and maintain insurance for the condominium pursuant to the provisions of the Declaration.
- (j) (1) Make additions and improvements to and alterations of the Common Elements, and (2) make repairs to and restoration of the property after damage or destruction by fire or other casualty, or as a result of condemnation.
- (k) Enforce by any legal or equitable remedies available all obligations of the Unit Owners or any of them to the Association. Such enforcement power shall include, without limitation, the power to levy, as assessments, fines against Unit Owners for default in the performance of said obligations

in such amounts as from time to time the Board of Directors may deem proper in the circumstances, but not in excess of \$1,000.00 for any one violation, counting each day a violation continues after notice from the Board of Directors as a separate violation. If any owner fails to pay a fine within ten (10) days after notification thereof, the Board of Directors may levy, as assessments, additional fines to enforce payment of the initial fine.

(l) Appoint auditors of the Association.

(m) Employ a manager or managing agent and delegate thereto any duties of the Board of Directors under subparagraphs (a), (c), (e), (f) and (o) of this Section 10.

(n) Conduct litigation and be subject to suit as to any cause of action involving the Common Elements or arising out of the enforcement of the provisions of the Georgia Condominium Act, the Declaration or these Bylaws.

(o) Make contracts in connection with the exercise of any of the powers and duties of the Board of Directors.

(p) Take all other actions the Board of Directors deems necessary or proper for the sound management of the condominium and fulfillment of the terms and provisions of the Georgia Condominium Act, the Declaration and these Bylaws.

In the case of those powers and duties specified in the foregoing clauses (d), (g), (h), (j), (l), and (n), the Board of Directors need exercise the same only to the extent, if any, it deems necessary or desirable or is required to do so by vote of the Unit Owners. The Board of Directors shall not be obligated to take any action or perform any duty imposed upon it requiring an expenditure of funds unless in its opinion it shall have funds of the Association sufficient therefor.

Section 11. 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 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.

ARTICLE VI Officers

Section 1. Designation. The principal officers of the Association shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Directors. One person may hold the office of Secretary and Treasurer simultaneously.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors and until a successor is elected. The Board of Directors shall fill any vacancy in an office at a regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

Section 3. Removal of Officers. Upon the affirmative vote of a majority of the votes of the Board of Directors, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

Section 4. Multiple Offices. The same person may hold the offices of Secretary and Treasurer. No person shall simultaneously hold more than one of any of the other offices.

Section 5. President. The President shall be the chief executive of the Association and shall preside at all meetings of the Unit Owners and of the Board of Directors. The President shall have all of the general powers and duties which are incident to the office of president of a corporation, including, but not limited to, the power to appoint committees from among the Unit Owners from time to time as he or she may, in his or her sole discretion, deem appropriate to assist in the conduct of the affairs of the Association.

Section 6. Vice President The Vice President shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting. If neither the President nor the Vice President is able to act the Board of Directors shall appoint some other member of the Board of Directors to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall, from time to time, be imposed upon him or her by the Board of Directors or by the President.

Section 7. Secretary. The Secretary shall keep the minutes of all meetings of the Unit Owners and of the Board of Directors and shall have charge of such books and papers as the Board of Directors may direct. The Secretary shall, in general, perform all the duties incident to the office of secretary of a corporation and such other duties as shall, from time to time, be imposed upon him or her by the Board of Directors or by the President.

Section 8. Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Association, in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall, in general, perform all the duties incident to the office of treasurer of a corporation and such other duties as shall, from time to time, be imposed upon him or her by the Board of Directors or by the President.

ARTICLE VII

Officers and Directors: General Provisions

Section 1. Contracts with Interested Parties. No contract or transaction between the Association and one or more of its officers or directors, or between the Association and any other entity in which one or more of the Association's officers or directors are officers, directors, partners or trustees, or have a financial interest, shall be void or voidable solely for this reason, or solely because the Association's officer or director is present at or participates in the meeting of the Board of Directors which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (a) the material facts as to his interest and as to the contract or transaction are disclosed or are known to the Board of Directors and the Board of Directors in good faith authorized the contract or transaction by a vote sufficient for such purpose without counting the vote or votes of the interested director or directors; or (b) the material facts as to his interest and as to the contract or transaction are disclosed or are known to the Unit Owners entitled to vote thereon, and the contract or transaction is specifically approved or ratified in good faith by vote of such Unit Owners; or (c) the contract or transaction is fair as to the Association as of the time it is authorized, approved or ratified by the Board of Directors or the Unit Owners.

Section 2. Indemnification. Pursuant to the provisions of the Declaration, the Association shall indemnify its officers and directors to the extent provided in and subject to the limitations of the Declaration.

ARTICLE VIII

Books and Records

Section 1. Books and Records. The Association shall keep such books and records as by law provided and shall make same available for inspection by any Unit Owner, any institutional holder of a first mortgage on a Unit, and their respective agents and attorneys, for any proper purpose at any

reasonable time. In addition, an annual report of the receipts and expenditures of the Association, based upon an audit made by an independent public accountant, shall be rendered by the Board of Directors to all Unit Owners, and to each institutional holder of a first mortgage on a unit having theretofore requested same in writing, within three (3) months after the end of each fiscal year.

ARTICLE IX Amendments

Section 1. Amendments. These Bylaws may be amended only by the Owners of the units to which two-thirds (2/3) of the votes in the Association cast their vote in person or by proxy at a meeting duly called for such purpose, written notice of which shall be delivered or sent to all Unit Owners not less than twenty-one (21) days in advance of the meeting stating the time, place and purpose of such meeting and the subject matter of the proposed amendment or, in lieu of such vote, these Bylaws may be amended by an instrument duly executed by Unit Owners having at least two-thirds (2/3) of the entire voting interest of all Unit Owners. Amendments to these Bylaws for the sole purpose of complying with the requirements of any governmental or quasi-governmental entity authorized to fund or guarantee mortgages on individual condominium units, as such requirements may exist from time to time, may be effected by an instrument duly executed by a majority of the directors of the Association. Each such amendment shall be effective when certified by the President and Secretary of the Association and recorded in the Fulton County, Georgia land records.

ARTICLE X Miscellaneous

Section 1. Authority and Enforcement. The Condominium shall be used 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 votes 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), 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. 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. In the event of a continuous 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 a 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, the towing of vehicles that are in violation of parking rules and regulations) 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 procedures 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 maybe 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.

Section 4. Conflicts. In the event of any conflict between the Declaration and these Bylaws, the Declaration shall control.

Section 5. Association Seal. The Association shall have a seal in circular form having within its circumference the words: Steve Reynolds Commons Condominium Association, Inc.

Section 6. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date on which the Association was incorporated under the laws of the State of Georgia.

Section 7. 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.

EXHIBIT "D"
STEVE REYNOLDS COMMONS
ADDITIONAL PROPERTY

ALL THAT TRACT OR PARCEL OF LAND LYING OR BEING IN LAND LOT 202 OF THE 6th LAND DISTRICT, GWINNETT COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE FROM THE POINT OF INTERSECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL BOULEVARD (HAVING A 60 FOOT WIDE RIGHT-OF-WAY) AND THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STEVE REYNOLDS BOULEVARD (HAVING A VARIABLE WIDTH RIGHT-OF-WAY) IF THE RIGHT-OF-WAY LINES WERE EXTENDED TO FORM A POINT OF INTERSECTION RATHER THAN A MITER; THENCE ALONG THE SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF STEVE REYNOLDS BOULEVARD THE FOLLOWING SEVEN COURSES AND DISTANCES: ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 3149.67 FEET, AN ARC LENGTH OF 36.36 FEET, BEING SUBTENDED BY A CHORD BEARING OF NORTH 59 DEGREES 37 MINUTES 36 MINUTES EAST AND A CHORD DISTANCE OF 36.36 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 3,149.67 FEET, AN ARC LENGTH OF 449.25 FEET, BEING SUBTENDED BY A CHORD BEARING OF NORTH 55 DEGREES 12 MINUTES 35 SECONDS EAST AND A CHORD DISTANCE OF 448.87 FEET TO A POINT; THENCE NORTH 51 DEGREES 07 MINUTES 24 SECONDS EAST A DISTANCE OF 213.26 FEET TO AN IRON PIN FOUND (ONE INCH METAL ROD); THENCE NORTH 51 DEGREES 07 MINUTES 24 SECONDS EAST A DISTANCE OF 64.91 FEET TO AN IRON PIN FOUND (ONE HALF INCH REBAR); THENCE NORTH 21 DEGREES 47 MINUTES 20 SECONDS EAST A DISTANCE OF 25.23 FEET TO AN IRON PIN FOUND (ONE HALF INCH REBAR); THENCE NORTH 50 DEGREES 50 MINUTES 19 SECONDS EAST A DISTANCE OF 180.84 FEET TO A POINT; THENCE NORTH 58 DEGREES 49 MINUTES 09 SECONDS EAST A DISTANCE OF 12.49 FEET TO A IRON PIN SET (ONE HALF INCH REBAR) AT THE TRUE POINT OF BEGINNING; THENCE FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED AND DEPARTING THE SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF STEVE REYNOLDS BOULEVARD NORTH 38 DEGREES 52 MINUTES 36 SECONDS WEST A DISTANCE OF 493.22 FEET TO A POINT IN THE CENTERLINE OF A BRANCH; THENCE ALONG THE SAID CENTERLINE OF A BRANCH THE FOLLOWING SIX COURSES AND DISTANCES: NORTH 64 DEGREES 33 MINUTES 01 SECONDS EAST A DISTANCE OF 25.54 FEET TO A POINT; THENCE NORTH 42 DEGREES 27 MINUTES 08 SECONDS EAST A DISTANCE OF 20.96 FEET TO A POINT; THENCE NORTH 31 DEGREES 19 MINUTES 15 SECONDS EAST A DISTANCE OF 29.87 FEET TO A POINT; THENCE NORTH 50 DEGREES 55 MINUTES 28 SECONDS EAST A DISTANCE OF 74.80 FEET TO A POINT; THENCE NORTH 54 DEGREES 36 MINUTES 12 SECONDS EAST A DISTANCE OF 42.59 FEET TO A POINT; THENCE NORTH 57 DEGREES 11 MINUTES 12 SECONDS EAST A DISTANCE OF 28.20 FEET TO A POINT; THENCE DEPARTING THE SAID CENTERLINE OF A BRANCH AND ALONG THE OLD RUN OF THE CENTERLINE OF BRANCH NORTH 40 DEGREES 53 MINUTES 07 SECONDS EAST A DISTANCE OF 97.54 FEET TO A IRON PIN FOUND (ONE HALF INCH REBAR); THENCE DEPARTING THE SAID OLD RUN OF CENTERLINE OF BRANCH SOUTH 38 DEGREES 52 MINUTES 36 SECONDS EAST A DISTANCE OF 524.18 FEET TO A IRON PIN FOUND (ONE HALF INCH REBAR) ON THE SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF STEVE REYNOLDS BOULEVARD; THENCE ALONG THE SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF STEVE REYNOLDS BOULEVARD THE FOLLOWING TWO COURSES AND DISTANCES: SOUTH 51 DEGREES 07 MINUTES 24 SECONDS WEST A DISTANCE OF 229.28 FEET TO A POINT; THENCE SOUTH 58 DEGREES 49 MINUTES 09 SECONDS WEST A DISTANCE OF 86.52 FEET TO THE TRUE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINS 3.683 ACRES (BEING 160,371 SQUARE FEET), INCLUDING ALL EASEMENTS.

EXHIBIT "E"
Assignment of Parking Spaces

Office

Assigned Spaces

A

1 - 5 and 15 - 18

B

6 - 15 and 73 - 76