

in connection therewith, but shall have no obligation to do so. Notwithstanding the foregoing, if the Federal Home Loan Mortgage Corporation ("FHLMC") or the Federal National Mortgage Association ("FNMA") is the mortgagee of any Unit, the Association shall notify FHLMC or FNMA, as the case may be (c/o the institution servicing the mortgage or mortgages for and on behalf of the FHLMC or FNMA) in writing of any taking of the Common Elements if such taking exceeds \$10,000.00.

## ARTICLE VIII

### USE RESTRICTIONS

8.01 Residential Purposes. All Units shall be, and the same hereby are, restricted exclusively to residential use. No structures of a temporary character, trailer, tent, shack, barn or other outbuilding shall be used as a residence on any portion of the property at any time either temporarily or permanently.

8.02 Use Restrictions; Units Subject to Declaration, By-Laws and Rules and Regulations. To assure the harmony of the Unit Owners and protect the value of the Units, the Property, including all improvements thereon, shall be subject to the use restrictions set forth in Exhibit "E" attached hereto and by this reference made a part hereof. The Board of Directors of the Association is hereby empowered to promulgate Rules and Regulations governing occupancy and use of the Condominium and to amend the same from time to time, which Rules and Regulations shall supplement and be in addition to the use restrictions set forth in Exhibit "E" hereto. All present and future owners, tenants and occupants of Units shall be subject to, and shall comply with the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such owner, tenant, or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

✓ 8.03 Sale or Leasing of Units. The sale and leasing of Units shall be subject to the following provisions:

- (a) No Unit Owner shall be permitted to lease his Unit for transient or hotel purposes, and no Unit Owner may lease less than his entire Unit. Any lease agreement shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration and the By-Laws of the Association, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be required to be in writing. Other than the foregoing, there shall be no restriction on the right of any Unit Owner to lease his Unit; provided, however, prior to the commencement of any such lease, the Unit Owner shall give the Association written notice of the name of the lessee and the term of the lease; and

construed to the contrary notwithstanding, Declarant shall have the unqualified right to lease any Unit so long as such Unit is unsold and owned by Declarant. Also, any of the foregoing provisions of this Section which may be construed to the contrary notwithstanding, anyone who becomes the owner of a Unit at a judicial or foreclosure sale conducted with respect to a mortgage on such Unit, or as transferee pursuant to any proceedings in lieu thereof, shall have the unqualified right to lease such Unit so long as such Unit is owned by such person who acquires title thereto in such manner; provided, however, the occupancy of any Unit by any lessee of Declarant or such acquiror of title shall be otherwise subject to the provisions of this Declaration and the By-Laws of the Association, as aforesaid.

#### ARTICLE IX

#### THE CONDOMINIUM ASSOCIATION AND ADMINISTRATION

9.01 General. The Association, "The Lindbergh Condominium Association, Inc.", has been incorporated as a non-profit membership corporation under the Georgia Non-Profit Corporation Code. The organization of the Association has been duly effectuated including appointment of the first Board of Directors and election of its initial officers. The Declarant shall have the right to appoint or remove any member or members of the Board of Directors or any officer or officers of the Association until such time as the first of the following events occurs: (a) the expiration of three (3) years after the recording of this Declaration; (b) the date as of which Units to which four-fifths (4/5ths) of the undivided interests in the Common Elements appertain shall have been conveyed by the Declarant to Unit Owners other than a person or persons constituting the Declarant; or (c) the surrender by the Declarant of the authority to appoint and remove members of the Board of Directors and officers of the Association by an express amendment to this Declaration executed and recorded by the Declarant. No limitations or restrictions on the powers of the Association or its Board of Directors are provided herein.

9.02 Allocation of Votes in the Association. Each Unit Owner shall automatically be a member of the Association, which membership shall continue during the period of ownership by such Unit Owner. Pursuant to the provisions of Ga. Code Ann. Section 85-1616e, the number of votes in the Association hereby allocated to each Unit is as set forth in Exhibit "D" attached hereto. Said votes shall be cast under such rules and procedures as may be prescribed in the By-Laws of the Association, as amended from time to time, or by law.

9.03 Meetings. Meetings of the members of the Association shall be held in accordance with the provisions of the Association's By-Laws, and in any event not less frequently than annually. At the annual meeting, reports of the affairs, finances and budget projections of the Association shall be made to the Unit Owners.

9.04 Rules and Regulations. Reasonable regulations concerning the use of the Units, appurtenances thereto, and the Common Elements may be made and amended from time to time by the Board of Directors of the Association; provided, however, that copies of such regulations and

shall be grounds for any action by the Association and any aggrieved Unit Owner to recover damages, or obtain injunctive and equitable relief or both.

9.05 Liability. To the extent obtainable, the Association shall maintain public liability insurance coverage for the Directors and officers of the Association. Further, each Director and each officer of the Association shall be held harmless by the Unit Owners from expense, loss or liability by reason of having served as such Director or as such officer and shall be indemnified by all the Unit Owners (as a Common Expense) against all expenses and liabilities, including reasonable attorneys' fees, incurred by or imposed upon him in connection with any proceeding to which he may be a party, or has become involved by reason of being such Director or such officer, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the expenses and liabilities arise from a proceeding in which such Director or such officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, however, that in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association.

9.06 Compensation. No Director or officer of the Association shall receive any fee or compensation for services performed by him unless such fee or compensation is first fixed by a resolution adopted by a majority vote of the Unit Owners present in person or by proxy at a meeting duly called and held for such purpose.

## ARTICLE X

### GENERAL PROVISIONS

10.01 Status of Declarant. Notwithstanding any other language or provision to the contrary in this Declaration or in the Articles of Incorporation or the By-Laws of the Association, Declarant hereby retains the right to appoint and remove any member or members of the Board of Directors of the Association and any officer or officers of the Association, as provided for in Section 9.01 of Article IX of this Declaration. Every grantee of any interest in the Condominium, by acceptance of a deed or other conveyance of such interest, agrees that the Declarant shall have such authority to appoint and remove members of the Board of Directors and officers of the Association.

Upon the expiration of the period of the Declarant's right to control the Association pursuant to said Section 9.01 of Article IX, such right to control shall automatically pass to the Unit Owners (including the Declarant if the Declarant then owns one (1) or more Units). The Declarant shall be jointly responsible and liable with the members of the Board of Directors and officers to the Unit Owners for the books, records and accounts of the Association being in proper order, the Association being in good standing under the laws of the State of Georgia, and the affairs of the Association having been conducted in a prudent and businesslike manner, all as of the date upon which the Declarant's right to control the Association shall have expired; and the Declarant shall not be insulated against liability to the Unit Owners because of any act, omission or matter complained of during such period of control which may have been done, omitted or permitted by or on behalf of the Association

law or through purchase of the Declarant's interest in the Property (or any part thereof) at foreclosure for any act, omission or matter occurring, or arising from any act, omission or matter occurring, prior to the time such successor succeeded to the interest of the Declarant.

Any management contract, lease of recreational area or facilities, if any, or any other contract or lease executed by or on behalf of the Association during the period of the Declarant's right to control the Association, shall be subject to cancellation and termination at any time during the twelve (12) months next immediately following the expiration of such control period by the affirmative vote of the Unit Owners of Units to which a majority of the votes in the Association appertain, unless the Unit Owners by a like majority shall have theretofore, following the expiration of such control period, expressly ratified and approved the same.

10.02 Amendment. So long as the same shall not (a) adversely affect the title to any Unit Owner's Unit; (b) change the percentage or fraction of undivided ownership interest in and to the Common Elements of the Condominium appurtenant to any Unit Owner's Unit; (c) materially alter or change any Unit Owner's right to the use and enjoyment of his Unit or the Common Elements as set forth in this Declaration; or (d) otherwise make any material change in this Declaration, each Unit Owner agrees that, if requested to do so by Declarant, such Unit Owner will consent to the amendment of this Declaration (i) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial determination which shall be in conflict therewith; (ii) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Units subject to this Declaration; (iii) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Unit subject to this Declaration; or (iv) if any such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Units subject to this Declaration. Further, this Declaration may also be amended at any time and from time to time by the assent of Unit Owners having at least two-thirds (2/3rds) of the vote in the Association appertain, exclusive of any vote or votes appertaining to any Unit or Units then owned by Declarant. Also, any provision in this Section to the contrary notwithstanding, no amendment to this Declaration shall alter, modify, change or rescind any right, title, interest, or privilege herein granted or afforded to the holder of any mortgage affecting any of the Units in the Condominium, unless such holder shall consent thereto in writing. Amendments to this Declaration may be proposed by the Declarant, the Board of Directors of the Association, or by petition signed by Unit Owners having at least thirty (30%) percent of the total votes of the Association. Agreement of the required majority of Unit Owners to any amendment of this Declaration shall be evidenced by their execution of the amendment, or, in the alternative and provided that the Declarant does not then have the right to control the Association pursuant to said Section 9.01 of Article IX, the sworn statement of the President, any Vice President or Secretary of the Association attached to or incorporated in an amendment executed by the Association, in which sworn statement it is stated unequivocally that agreement of the required majority of Unit Owners was otherwise lawfully obtained. Any such amendment of this Declaration shall become effective

*Amended*  
*2/3*

with respect to such amendment shall also be recorded with such amendment.

10.03 Rights of Third Parties. This Declaration shall be recorded pursuant to the provisions of the Act for the benefit of Declarant, the Unit Owners and their mortgagees as herein provided, and by such recordation no adjoining property owner or third party shall have any right, title or interest whatsoever in the Condominium, or in the operation or continuation thereof, or in the enforcement of any of the provisions hereof, and, subject to the rights of Declarant and their mortgagees as herein provided, the Unit Owners shall have the right to cancel, extend, modify, amend or otherwise change the provisions of this Declaration without the consent, permission or approval of any adjoining owner or third party.

10.04 Termination. The Condominium shall be terminated only by the agreement of Unit Owners of Units to which four-fifths (4/5ths) of the votes in the Association appertain and all mortgagees of such Units; provided, however, that during such time, if any, as the Declarant has the right to control the Association pursuant to said Section 9.01 of Article IX, such agreement shall be that of the Declarant and Unit Owners of Units to which four-fifths (4/5ths) of the votes in the Association appertain, exclusive of any vote or votes appurtenant to any Unit or Units then owned by the Declarant, and the mortgagees of such Units. Agreement of the required percentage of Unit Owners and their mortgagees to termination of the Condominium shall be evidenced by their execution of a termination agreement. Any such termination agreement shall become effective only when recorded or at such later date as may be specified therein. Upon the effective date of a termination agreement, all of the property constituting the Condominium shall be owned by the Unit Owners as tenants-in-common in proportion to their respective undivided interest in the Common Elements immediately prior to such effective date. As long as such tenancy-in-common lasts, however, each Unit Owner and his heirs, representatives, successors and assigns, shall have the same right of occupancy and use of that portion of said property which formerly constituted his Unit and Limited Common Elements appurtenant thereto, if any, as existed immediately prior to termination, and a non-exclusive right to use that portion of said property which formerly constituted Common Elements other than Limited Common Elements. Upon the effective date of a termination agreement, any rights the Unit Owners may have to the assets of the Association shall be in proportion to their respective undivided interest in the Common Elements immediately prior to such effective date, and any distribution thereof to the Unit Owners shall be to such owners and their mortgagees as their interest may appear. Upon the effective date of a termination agreement, mortgages and liens affecting such Unit shall be deemed to be transferred in accordance with their existing priorities to the undivided interest of the Unit Owner in the property which formerly constituted the Condominium. After the effective date of a termination agreement and except as otherwise expressly provided in the Act, the property which formerly constituted the Condominium and the rights and obligations of the former Unit Owners with respect thereto shall be subject to and governed by the laws of the State of Georgia pertaining to tenancies-in-common as long as such tenancy-in-common lasts.

10.05 Withdrawal of Submitted Property. Submitted property may be withdrawn from the Condominium only in strict accordance with the provisions of the Act.

10.06 Enforcement. Each Unit Owner shall comply strictly with the By-Laws and with the administrative rules and regulations adopted pursuant thereto, as either of the same may be lawfully amended from time to time and with the covenants, conditions and restrictions set forth in this Declaration or in the deed to his Unit. In the event of a violation or breach, or threatened violation or breach, of any of the same, Declarant, the Association or any aggrieved Unit Owner, jointly and severally, shall have the right to proceed at law or in equity to compel compliance therewith or to prevent a threatened violation or breach thereof. In addition to all other remedies, Declarant or the Association, or a duly authorized agent thereof, shall have the right to enter upon any portion of the Condominium where a violation exists and summarily abate or remove, at the expense of the violating Unit Owner, and using such force as may be reasonably necessary, any erection, thing or condition that may be or exist contrary to the intent and meaning of the provisions hereof, if after ten (10) days' written notice of such violation it shall not have been corrected by such Unit Owner. Neither Declarant nor the Association, nor their agents, shall be deemed guilty or liable for any manner of trespass for such entry, abatement or removal. Should the Declarant or the Association employ legal counsel to enforce any of the foregoing, all costs incurred in such enforcement, including a reasonable fee for counsel, shall be paid by the violating Unit Owner. Inasmuch as the enforcement of the provisions of this Declaration and the By-Laws and such administrative rules and regulations is essential for the effectuation of the general plan of development contemplated hereby and for the protection of present and future Unit Owners, it is hereby declared that any breach thereof cannot be adequately compensated by recovery of damages, and that Declarant, the Association, or any aggrieved Unit Owner, in addition to all other remedies, may require and shall be entitled to the remedy by injunction to restrain any such violation or breach or threatened violation or breach. Further, in any case of flagrant or repeated violation by a Unit Owner, then, in addition to the foregoing remedies, the Board of Directors of the Association may levy summary charges against the Unit Owner for such violation, provided that no summary charges may be levied for more than \$25.00 for any one violation; but each day or time a violation is continued or repeated after written notice is given to the Unit Owner to cease and desist, it shall be considered a separate violation. Collection of summary charges may be enforced against a Unit Owner as if such charges were a Common Expense owed by the Unit Owner involved. No delay, failure or omission on the part of Declarant, the Association or any aggrieved Unit Owner in exercising any right, power or remedy herein provided shall be construed as an acquiescence therein or shall be deemed a waiver of the right to do so thereafter as to the same violation or breach, or as to a violation or breach occurring prior to or subsequent thereto, and shall not bar or affect its enforcement. No right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against Declarant or the Association for or on account of any failure to bring any action on account of any violation or breach, or threatened violation or breach, of the provisions and regulations, however long continued, or for the imposing of provisions which may be unenforceable.

10.07 Right of Action. Each Unit Owner hereby acknowledges that all improvements in the Condominium, including the Units and the Common Elements, were not constructed by Declarant and each Unit Owner agrees that Declarant, in its capacity as such, shall not be liable for any defects in any Owner's Unit or any Common Elements, or damages resulting

the Association shall not be entitled to institute any legal action against anyone on behalf of any or all of the Unit Owners which is based on any alleged defect in any Owner's Unit or the Common Elements, or any damage allegedly sustained by any Unit Owner by reason thereof; but rather, all such actions shall be instituted by the Unit Owners owning such Units or served by such Common Elements, or allegedly sustaining such damage.

10.08 Duration. Unless the Condominium is terminated as herein otherwise provided, the provisions of this Declaration shall run with and bind the Property and shall be and remain in effect perpetually to the extent permitted by Georgia law; provided, however, so long as Georgia law limits the period during which covenants restricting lands to certain uses may run, any provisions of this Declaration affected thereby shall run with and bind the Property so long as permitted by such law, and it shall be the duty of the Board of Directors of the Association to cause this Declaration to be amended of record when necessary by filing a document bearing the signatures of Unit Owners having a majority of the voting interest in the Condominium reaffirming and newly adopting such provisions in order that the same may continue to be covenants running with the land of the Condominium. Such adoption by a majority shall be binding on all. Every purchaser or grantee of any interest in any property made subject to this Declaration by acceptance of a deed or other conveyance therefor, thereby agrees that the provisions of this Declaration shall run with and bind the Property as provided hereby.

10.09 Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

10.10 Captions. The captions of each Article and Section hereof as to the contents of each Article and Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Article or Section to which they refer.

10.11 Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provisions of this Declaration 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.

10.12 Interpretation. In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of Declarant or the Association, will best effect the intent of the general plan of development. The provisions hereof shall be liberally interpreted and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective.

10.13 Controlling Law. The terms and conditions of this Declaration shall be governed by the laws of the State of Georgia.

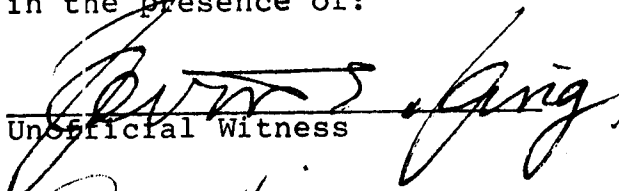
10.14 Author. This Declaration was prepared by Messrs. Kevin S.

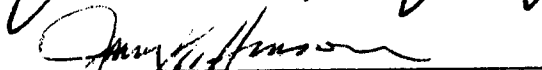
10.15 Recordation. This Declaration is to be recorded in Fulton County, Georgia pursuant to Ga. Code Ann. Section 85-1611e.

IN WITNESS WHEREOF, REECE CLARK, the Declarant, has executed this instrument under seal the day, month and year first above written.

  
REECE CLARK (SEAL)

Signed, sealed and delivered  
in the presence of:

  
Unofficial Witness

  
Notary Public  
Notary Public, Georgia, State at Large  
My Commission Expires June 1, 1981  
[NOTARIAL SEAL]





All that tract or parcel of land lying and being in Land Lot 59 of the 17th District of Fulton County, Georgia, within the City of Atlanta, and being more particularly described as follows:

BEGINNING at an iron pin found on the north line of the right-of-way of Lindbergh Drive (being a 50-foot right-of-way) a distance of 285.0 feet as measured along the north line of the right-of-way of said Lindbergh Drive east of the intersection formed by the north line of the right-of-way of said Lindbergh Drive and the east line of the right-of-way of Sharondale Drive; running thence North 10 degrees 34 minutes east along an east line of the property now or formerly known as Unit 4, Block "G", Birchwood Subdivision (hereinafter referred to as "Birchwood Property") a distance of 134.0 feet to an iron pin found; running thence North 67 degrees 36 minutes West along a northeast line of the Birchwood Property a distance of 95.3 feet to an iron pin found; running thence North 23 degrees 51 minutes East along a southeast line of the Birchwood Property a distance of 334.6 feet to an iron pin placed; running thence North 32 degrees 43 minutes East along a southeast line of the Birchwood Property a distance of 480.0 feet to an iron pin found; running thence North 35 degrees 49 minutes East along a southeast line of the Birchwood Property a distance of 337.2 feet to an iron pin found; running thence South 13 degrees 16 minutes East a distance of 6.0 feet to an iron pin placed at a point 148.0 feet west of the center line of a Southern Railway company track; running thence south along the arc of a curve having a 573.5-foot chord bearing South 10 degrees 22 minutes West, and following the curvature thereof, a distance of 575 feet, more or less, to an iron pin placed at a point 154.9 feet west of the center line of a Southern Railway Company track; running thence south along the arc of a curve having a 617.0-foot chord bearing South 3 degrees 40 minutes East, and following the curvature thereof, a distance of 618.5 feet to an iron pin placed on the north line of the right-of-way of said Lindbergh Drive; running thence west along the north line of the right-of-way of said Lindbergh Drive and following the curvature thereof a distance of 467.8 feet to the POINT OF BEGINNING; being improved property known as No. 430 Lindbergh Drive, N.E., according to the present system of numbering in the City of Atlanta, and being as shown on blueprint of survey to which reference is made for all purposes prepared by Ralph B. Key, Registered Land Surveyor, dated August 20, 1969.

EXHIBIT "B"

BOUNDARIES OF UNITS

THE 430 LINDBERGH CONDOMINIUM

Each Unit shall consist of the space enclosed and bounded by the horizontal and vertical planes as shown on the Plans, but shall not include the boundaries of the Unit, which boundaries are as follows:

(a) Horizontal Boundaries: The upper and lower boundaries extended to their planar intersections with the vertical boundaries of the Unit as follows:

(i) Upper Boundary: the horizontal plane of the unfinished lower interior surface of the ceiling.

(ii) Lower Boundary: the horizontal plane of the unfinished upper interior surface of the floor.

(b) Vertical Boundaries: The vertical boundaries shall be the outer surfaces of all exterior walls and windows and the center line of all party walls.

Each Unit shall include all improvements contained within such area, including any plumbing and electrical fixtures; provided, however, that no party walls of the buildings in which such Unit is located, and no pipes, wires, conduits, ducts, flues, shafts, and public utility lines situated within such Unit and forming part of any system serving one or more other Units or the Common Elements shall be deemed to be a part of such Unit.

EXHIBIT "C"

AFFIDAVIT

STATE OF GEORGIA

COUNTY OF FULTON

Personally appeared before the undersigned officer duly authorized to administer oaths, JOHN B. BEASLEY, JR., who states that he is a registered architect, has visited the site of the property, being 430 Linbergh Drive, N.E., Atlanta, Georgia, and that he has viewed such property. To the best of his information, knowledge and belief:

1.

The foundation, structural members, exterior walls and roof of such structure are complete and in place as shown on said plans.

2.

The walls, partitions, floors and ceilings, to the extent shown on said plans as constituting or coinciding with the vertical and/or horizontal boundaries of each unit within the structure, are complete and in place to clearly establish the physical boundaries of such unit, and that such physical boundaries are as shown on said plans.

3.

The structure is constructed substantially in accordance with such plans.

4.

The structure was not examined for structural integrity nor does the undersigned warrant the soundness of the physical structure of the buildings.

This 14<sup>th</sup> day of December, 1979.

EXHIBIT "D"  
THE 430 LINDBERGH CONDOMINIUM  
PERCENTAGE ALLOCATIONS

<u>Unit Number</u>	<u>Undivided Percentage Interest *</u>	<u>Proposed Monthly Maintenance</u>
A-1	.0154	\$55.00
A-2	.0154	\$55.00
A-3	.0154	\$55.00
A-4	.0154	\$55.00
A-5	.0154	\$55.00
A-6	.0154	\$55.00
B-1	.0154	\$55.00
B-2	.0154	\$55.00
B-3	.0154	\$55.00
B-4	.0154	\$55.00
B-5	.0154	\$55.00
B-6	.0154	\$55.00
C-1	.0154	\$55.00
C-2	.0154	\$55.00
C-3	.0154	\$55.00
C-4	.0154	\$55.00
C-5	.0154	\$55.00
C-6	.0154	\$55.00
D-1	.0154	\$55.00
D-2	.0154	\$55.00
D-3	.0154	\$55.00
D-4	.0154	\$55.00
D-5	.0154	\$55.00
D-6	.0154	\$55.00
E-1	.0154	\$55.00
E-2	.0154	\$55.00
E-3	.0154	\$55.00
E-4	.0154	\$55.00
E-5	.0154	\$55.00
E-6	.0154	\$55.00
F-1	.0154	\$55.00
F-2	.0154	\$55.00
F-3	.0154	\$55.00
F-4	.0154	\$55.00
F-5	.0154	\$55.00
F-6	.0154	\$55.00
G-1	.0154	\$55.00
G-2	.0154	\$55.00
G-3	.0154	\$55.00
G-4	.0154	\$55.00
H-1	.0154	\$55.00
H-2	.0154	\$55.00
H-3	.0154	\$55.00
H-4	.0154	\$55.00
J-1	.0154	\$55.00
J-2	.0154	\$55.00
J-3	.0154	\$55.00
J-4	.0154	\$55.00
J-5	.0154	\$55.00
K-1	.0154	\$55.00
K-2	.0154	\$55.00
K-3	.0154	\$55.00
K-4	.0154	\$55.00
L-1	.0154	\$55.00
L-2	.0154	\$55.00
L-3	.0154	\$55.00

EXHIBIT "E"  
TO  
DECLARATION OF CONDOMINIUM  
FOR  
THE 430 LINDBERGH CONDOMINIUM  
USE RESTRICTIONS

1. Business Activities. No business activities shall be conducted on any portion of the property; provided, however, the foregoing restriction shall not apply to the business activities signs and billboards of the Declarant, its agents or assigns during the sale period, and provided further, laundry facilities may be made available to unit owners in certain areas.

2. Signs. Except as may be required by legal proceedings, no "For Sale" or "For Rent" signs or advertising posters of any kind shall be maintained or permitted on any portion of the Property without the express written permission of the Board of Directors of the Association first having been obtained. The approval of signs and posters shall be upon such conditions as may from time to time be determined by the Board of Directors and may be arbitrarily withheld; provided, however, this provision shall not apply to the Declarant or any contractor (if other than Declarant) during the period of refurbishment and sale thereof, nor to anyone who becomes the owner of a Unit as purchaser at a judicial or foreclosure sale conducted with respect to a first mortgage or as transferee pursuant to any proceedings in lieu thereof.

3. Pets. No animals or birds, other than a reasonable number of generally recognized house pets, shall be kept or maintained on any portion of the Property and then only if they are kept or maintained solely as domestic pets and not for commercial purposes. No animal or bird shall be allowed to make an unreasonable amount of noise, or to become a nuisance. No structure for the care, housing or confinement of any animal or bird shall be constructed or maintained outside any area serving a Unit. Pets shall be under leash when walked or exercised in the Common Elements. Upon the written request of any unit owner, the Board of Directors of the Association shall conclusively determine, in its sole and absolute discretion, whether for the purposes of this section, a particular animal or bird is a generally recognized house pet, or a nuisance, or whether the number of animals or birds in any Unit is unreasonable. Further, notwithstanding the foregoing provisions hereof, no structure for the care, housing or confinement of any animal or bird shall be constructed or maintained within any area which is not fully enclosed unless the same shall be approved in writing by the Board of Directors of the association.

4. Use of Common Areas and Facilities. The use and enjoyment of the Common Elements and facilities by the unit owners, their families, visitors, guests, servants and agents, shall be subject to such reasonable rules and regulations as may be made and amended from time to time in accordance with Section 9.04 of Article IX of this Declaration. It is expressly acknowledged and agreed by all parties concerned that this section is for the mutual benefit of all unit owners in the Condominium and is necessary for the protection of unit owners.

5. Antennas. No antenna or other device for the transmission or reception of television signals, radio signals, or any form of

6. Clothes Drying Facilities and Air Conditioning. Outside clotheslines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed or maintained on any portion of the Property.

7. Exterior Appearance. To provide a neat, attractive and harmonious appearance throughout the Condominium, no awnings, shades or screens shall be attached to, hung or used on the exterior of any window or door of a Unit without the prior written consent of the Board of Directors of the association. Also, no foil or other reflective material shall be used on any windows for sun screens, blinds or any other purpose.

8. Motor Vehicles, Trailers, Boats, etc. Motor vehicles shall be operated and parked only upon those portions of the Common Elements designated for such purpose by the Board of Directors of the Association. Mobile homes, motor homes, truck campers, trailers of any kind and boats shall be kept, placed, stored, parked, maintained or operated only upon those portions of the Property, if any, designated specifically for such purpose by the Board of Directors of the Association. Further, although not expressly prohibited hereby, the Board of Directors of the Association may prohibit mobile homes, motor homes, truck campers, trailers of any kind, motorcycles, motorized bicycles, motorized go-carts, and other such contrivances, or any of them, from being kept, placed, stored, maintained or operated upon any portion of the Property if in the opinion of the Board of Directors such prohibition shall be in the best interests of the Condominium.

9. Nuisances. No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of the Property, and no odors shall be permitted to arise therefrom, so as to render any portion thereof unsanitary, unsightly, offensive or detrimental to persons using or occupying other portions of the Property. No nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to persons using or occupying other portions of the Property. Without limiting the generality of any of the foregoing provisions, 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 the Property. Any unit owner (or his family, servants, agents or guests) who shall dump or place any trash or debris upon any portion of the Property shall be liable to the Association for the actual cost of the removal thereof or the sum of \$25.00 whichever is greater, and the same shall be added to and become part of that portion of any assessment next coming due to which the unit owner is subject.

10. Prohibited Activities. Noxious or offensive activities shall not be carried on in any Unit or in the Common Elements and facilities. Each unit owner, his family, visitors, guests, servants and agents shall refrain from any act or use of his Unit or the Common Elements and facilities which could reasonably cause embarrassment, discomfort, annoyance or nuisance to the occupants to the Units, or which could result in the cancellation of insurance on any Unit or any portion of the Common Elements and facilities, or which would be in violation of any law or governmental code or regulation.

11. Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including specifically, without limiting the

disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken on any portion of the Property.

12. No Discrimination. No action shall at any time be taken by the Association or its Board of Directors which in any manner would discriminate against any unit owner or unit owners in favor of any other unit owner or owners.

13. Governmental Regulations. All governmental building codes, health regulations, zoning restrictions and the like applicable to the Property shall be observed. In the event of any conflict between any provision of any such governmental code, regulation or restriction and any provision of this Declaration, the more restrictive provision shall apply.

14. Sale Period. Notwithstanding any provisions contained in the Declaration to the contrary, it shall be expressly permissible for the Declarant and its duly authorized agents, representatives and employees to maintain and carry on, during the period of the sale of the Units, upon such portion of the Property as Declarant may deem necessary, such facilities and activities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the renovation and sale of said Units, including, but without limitation, offices, signs and model units. The right to maintain and carry on such facilities and activities shall include specifically the right to use a model unit and parking facilities adjacent thereto for such purposes.