

2-85-17

DECLARATION OF CONDOMINIUM  
OF  
BULL RIVER SHOALS, A CONDOMINIUM  
Johnny Mercer Drive  
Wilmington Island  
Chatham County, Georgia

THIS DECLARATION made this 15 day of March, 1985, by The John Jones Company, hereinafter called "the Declarant," for itself, its successors, grantees, and assigns.

1. SUBMISSION TO CONDOMINIUM OWNERSHIP. The purpose of this Declaration is to submit certain real property owned by the Declarant on Wilmington Island, Chatham County, Georgia, and the improvements to be constructed thereon to the condominium form of ownership and use in the manner provided by the Georgia Condominium Act, Georgia Laws 1975, p. 609 (Official Code of Georgia Annotated, 44-3-71 et. seq.), herein the "Act".

(a) The name by which this condominium is to be identified is Bull River Shoals, a condominium, hereinafter called "the Condominium," and its address is Johnny Mercer Drive, Wilmington Island, Savannah, Chatham County, Georgia 31410.

(b) The lands owned by Declarant which are hereby submitted to the condominium form of ownership are the following:

See attached Exhibit A for description  
for metes and bounds

which lands are hereby called "the Land."

(c) A plat showing the land and improvements to be located thereon shall be recorded in Condominium Plat Book in the Office of Clerk of Superior Court, Chatham County, Georgia as required by the Act.

(d) The common elements of the Condominium shall consist of the entire Land submitted to the condominium form of ownership hereunder, including all parts of buildings erected on

said Land and not included in the Units and not separate facilities as shown on the plans of the condominium and as described herein. The common element shall include, without limitation, the following:

(1) The remainder of the Land described in Exhibit A which is not included in the unit and not designated as a limited common element, whether now or hereinafter submitted;

(2) All driveway areas and all parking areas;

(3) All central and appurtenant equipment for services such as power, lights, telephone, gas and water which are not separate facilities;

(4) All sewer pipes serving more than one unit;

(5) All service and maintenance facilities and spaces;

(6) All walks, curbing, and access paving, shrubbery, trees, and other landscaping; and

(7) Swimming pool area;

(8) All other parts of the condominium property and all appurtenances and installations in the building or on the condominium property intended for common use or necessary or convenient to the existence, operation, maintenance and safety of the condominium property.

2. DEFINITIONS. The terms used herein shall have the meanings stated in the Georgia Condominium Act and as follows:

(a) "Association" means the Bull River Shoals Condominium Association, Inc., and its successors.

(b) "Board" shall mean the Board of Directors of the Bull River Shoals Condominium Association, Inc., which is a non-profit corporation of the unit owners established pursuant to the Act, to this declaration and to the by-laws of the Association.

(c) "Building" shall mean the composite of all Units comprising a single structure. The units and/or buildings shall

be identified on the plats and plans recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, as required by the Act.

(d) "Common Expenses" - The common expenses shall include, but not be limited to, the following:

(1) Fees and expenses of managing and administering the Association.

(2) Expenses of maintaining, preserving, operating, repairing or replacing the condominium property; and allotted share of the easement of ingress and egress described in paragraph (a) hereof.

(3) Expenses of utility services for the common property, including water, gas, electricity and sewer.

(4) The cost of all insurance premiums on all policies of insurance obtained by the Board of Directors pursuant to this declaration.

(5) All rental and other payments required to be made for any property which is hereafter leased or rented for the use and benefit of the Association.

(6) Amounts determined by the Board to be reasonably required as working capital of the Association, for a general operation reserve, for a reserve fund for replacements, and for deficiencies arising from unpaid assessments.

(7) Special assessments for capital improvements and working capital as provided for below.

(8) Expenses in this Declaration denominated as common Expenses; and

(9) Any other expenses declared by the Act to be Common Expenses.

(e) "Lease" shall include all leases, sub-leases and rental contracts, whether oral or written.

(f) "Majority" except where otherwise provided by the Act, the Articles of Incorporation of the Association, or the

by-laws, shall mean the number of unit owners, or their proxies, entitled to cast fifty-one (51%) percent or more of the total votes of the Association in accordance with the voting rights as determined by the Act, this declaration, Association and by-laws and amendments thereto.

(g) "Plans" and "Plats" shall mean the plans and plats of the buildings and land referred to in the Act, which shall be recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in accordance with Act.

(h) "Unit" and "Apartment Unit" as used in this Declaration and the By-laws, shall be synonymous and shall be as defined in §3 of the Act and shall include all units in the Condominium.

(i) "Utility services" as used in this Declaration and the By-laws, shall include but not be limited to electric power, gas, water, heating, refrigeration, air conditioning, and garbage and sewage disposal. Cost of such utility services shall not be a common expense of the Association, except for the cost of garbage, water and sewage disposal.

3. DESCRIPTION OF UNITS. The units of the Condominium are more particularly described as follows:

(a) Unit Information - The initial improvements to be constructed on the land shall consist of two buildings containing twelve units per building.

(b) Unit Boundaries - The boundaries of each unit are as described in Exhibit B, attached hereto and incorporated by this reference herein, and as will be more accurately shown on the Plan of Bull River Shoals, a Condominium, to be recorded as required by the Act in the Office of the Clerk of the Superior Court of Chatham County, Georgia.

(c) Unit Identification - Prior to the first conveyance of any unit there will be filed for record in the Office of the Clerk of the Superior Court of Chatham County, Georgia, with this

declaration a verified statement of a registered architect or licensed professional engineer certifying that the Floor Plans fully and accurately depict the layout, location, number/letter identification and dimensions of the buildings and the units therein to be conveyed. Said plans, together with such plats as may have been filed prior thereto, shall further describe the buildings and units contained therein including the number of stories, the number of units contained in each building, the principal materials of which the buildings and units are constructed, the approximate area of each, the number of rooms, immediate common area to which it has access and such other data as may be necessary for its proper identification.

(d) Power of Amendment - The Declarant reserves the right to change the interior design and arrangement of all units and to alter the boundaries between units, so long as the Declarant owns the units so altered. Any such change shall be reflected by an amendment of this Declaration which may be executed by the Declarant alone, notwithstanding the procedures for amendment described in Paragraph 26 of this Declaration. However, no such change shall increase the number of units nor alter the boundaries of the common elements without amendment of this Declaration in the manner described in Paragraph 26 of this Declaration, except to expand the Condominium as provided in Paragraph 14 hereof.

#### 4. COMMON ELEMENTS.

(a) Description - The common elements consist of the entire condominium property, including all parts of the building not included in the units and not separate facilities as shown on the plans and as described herein, and included, without limitation, the following:

(1) Common Elements Description - The remainder of the land described in Exhibit A which is not included in the unit

and not designated as a limited common element, whether now are hereinafter submitted;

(2) All driveway areas and all parking areas;

(3) All central and appurtenant equipment for services such as power, lights, telephone, gas and water which are not separate facilities;

(4) All sewer pipes serving more than one unit;

(5) All service and maintenance facilities and spaces;

(6) All walks, curbing, and access paving, shrubbery, trees, and other landscaping; and

(7) Swimming pool area;

(8) All other parts of the condominium property and all appurtenances and installations in the building or on the condominium property intended for common use or necessary or convenient to the existence, operation, maintenance and safety of the condominium property.

(b) Ownership - The common elements shall be for the common use of all unit owners. The ownership of each unit shall include ownership of the percentage of undivided interest in the common elements as assigned to each unit in Paragraph 5 hereof. The percentage of interest assigned to the respective units can be changed only by the consent of all unit owners expressed in an amendment to this declaration as hereinafter provided. Each undivided interest is to be conveyed with the unit to which it is assigned and is included as a part of the title to such unit. It cannot be separated from the unit to which it is assigned and cannot be separately conveyed or transferred nor used as security in any manner; it shall be deemed to be conveyed or transferred with the unit to which it is assigned even though not specifically referred to in the deed of conveyance or other instrument conveying or transferring title to such unit or creating a security interest therein. The common elements shall

remain undivided and no right shall exist to partition except as provided in the Act, this declaration, Association and by-laws as they now exist or as they may hereafter be amended.

5. SHARES OF COMMON ELEMENTS AND LIABILITY FOR COMMON EXPENSES. Each unit owner shall own an equal (4.1667%) share in the common elements and in any surplus possessed by the Association, and shall be liable for an equal (4.1667%) share of the common expenses of the Association, there are a total of 24 Units initially in the Condominium.

6. LIMITED COMMON ELEMENTS. The deck or patio located at the rear of each unit are limited common elements and are each restricted to the use of the unit to which it is appurtenant. Upon application, supported by sufficient information as to plan and design, a Unit Owner of a ground floor unit may request that the Association permit him to enclose the patio appurtenant to his unit. If permission is granted to enclose the patio, said area shall no longer be a limited common element, but will be part of the unit, and as such the exterior walls of the unit, which have been enclosed, will now be deemed to be interior walls and the Association's duty to repair and maintain will be altered accordingly. The decision as to whether to permit a Unit Owner to enclose his patio shall be made by the Board of Directors of the Association in their absolute discretion. The Association is hereby granted the authority to execute any amendment to the Declaration and record any documents as may be required by law to add the patio area to a unit. Unit Owner agrees to pay all costs incurred in amending the Condominium documents.

7. EASEMENTS.

(a) Easement of Ingress and Egress - Unit owners and all lawful occupants in the Association shall have an easement of ingress and egress across adjacent property owned by Declarant to Johnny Mercer Drive. The exact location of said easement is more

accurately depicted on a plat recorded in the Chatham County Land Records, Plat Record Book 6-P, page 128, which description is incorporated by this reference herein.

(b) Reservation of Easement By Declarant - Declarant and persons it may select, shall have the right of ingress and egress over, upon and across the general and limited common areas and facilities or any additional land which may hereafter be added to the project in accordance with the provisions of Paragraph 14, and the right to store materials thereon and make such other use thereof as may be reasonably necessary incident to construction, development, and sales of the condominiums and operation of the units and common areas and facilities in connection with the Bull River Shoals, a Condominium and the overall development of which the property is a part. Declarant and its agent shall retain the right to use the sales office and model units and the general and limited common areas and facilities in connection therewith during the period of development and sale of the Bull River Shoals, a Condominium, including additional phases of development.

(c) Encroachment and Support - Each unit and any property included in the common elements shall be subject to an easement for encroachments created by construction, settling and overhangs as designed or constructed by the Declarant. A valid easement for said encroachments and for the maintenance of same, so long as they stand, shall and does exist. In the event that any building is partially or totally destroyed and then rebuilt, the Owners of, the Units so affected agree that minor encroachments on parts of the adjacent Unit or common element due to construction shall be permitted and that a valid easement for said encroachments and the maintenance thereof shall exist. Every portion of a Unit contributing to the support of an abutting Unit shall be burdened with an easement of support for the benefit of such abutting Unit. Also, a valid easement shall



and does exist in favor of each Unit Owner to make reasonable use, not inconsistent with the terms of this Declaration, of the exterior wall of any adjoining Unit where the outer unfinished surface of such wall shall serve and separate any portion of such Owner's Unit or limited common element appertaining thereto and such adjoining Unit notwithstanding the inclusion of such wall within the vertical boundaries of such adjoining Unit.

(d) Enjoyment of Common Elements - Every owner shall have a right and easement of enjoyment in and to the unlimited common elements (as distinguished from limited common elements) and such easement shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions: (1) the right of the Board of Directors to limit the number of guests that may use the common elements; and (2) the right of the Board of Directors to suspend the voting rights and right to use of the recreational facilities by a Unit Owner for any period during which any assessment against his Unit remains unpaid. Any Unit Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the common area to the members of his family or his tenants who reside on the property.

(e) General Easements - Each unit owner shall have an easement in common with the other owner or owners of the other unit or units to use all pipes, ducts, wires, cables, conduits, chutes, utility lines and other physical facilities which are common elements serving the owner's unit. Each unit shall be subject to an easement in favor of the other owner or owners to the use of such pipes, ducts, wires, cables, conduits, chutes, utility lines or other physical facilities which are common elements serving the condominium property. A general easement for the benefit of all unit owners is reserved through the condominium property including units, as may be required for installation, maintenance, repair or replacement of pipes, ducts, wires, cables, conduits, chutes, utility lines or other physical

facilities which may now or hereafter become common elements necessary to adequately serve the condominium property.

(f) Inspection and Maintenance - Any member of the Board, or any other person authorized by the Board, shall have the right of access to all common elements and to each unit for the purposes of inspection, maintenance, repair or replacement of any part of the condominium property. Provided, however, that except in the case of emergency such right of access to a unit shall not be exercised without reasonable notice to the unit owner, and all attempts will be made to make such entry and repairs, et cetera, at a reasonable and convenient time to the owner.

8. MAINTENANCE, REPAIR, ALTERATION OR IMPROVEMENT OF CONDOMINIUM PROPERTY.

(a) Apartment Units - Each unit owner shall at his own expense keep the interior of his unit and appliances, equipment and fixtures therein in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for all redecorating and painting necessary to preserve or maintain the good condition and appearance of his unit. Each unit owner shall also be responsible for all damages to any part of his unit, to any other unit or to any of the common elements, which may result from the neglect, negligence, misuse, or misconduct of such unit owner, his employees, agents, invitees, tenants, or guests.

(b) Exteriors - No unit owner shall change, modify or alter in any way or manner whatsoever the design or appearance of any surface or facade on the exterior of such owner's unit, nor paint or decorate any such exterior surface or facade, nor install, erect or attach to any part of any such exterior surface any sign, fixture, or thing whatsoever, nor make any alterations or additions to any part of the condominium property, unless such owner shall have first obtained the written consent of the Board.

(c) Common Elements - All maintenance, repairs, replacements, alterations, and improvements to the common elements and limited common elements, whether located inside or outside of a unit (unless necessitated by the neglect, misuse or misconduct of an owner) shall be made by the Association and the cost of same shall be charged to all unit owners as a common expense as provided herein.

9. INSURANCE AND CASUALTY LOSSES.

(a) Insurance - The Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all of the improvements on the property (with the exception of improvements and betterments made by the respective unit owners at his expense and further excluding title insurance, which shall be expense of the owner; provided, it is understood, owner has no obligation to provide title insurance for purchasers of units nor for their lenders) against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief, in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction for any such hazard. The policy shall also include comprehensive general liability insurance with a minimum limit of \$1,000,000.00 for personal injury arising out of a single occurrence and \$50,000.00 for property damage. The Board of Directors shall purchase director's and officer's liability coverage with a minimum limit of \$1,000,000.00. The Board of Directors shall also obtain a liability insurance policy or policies in compliance with the provisions of Official Code of Georgia, §44-3-107, as the same now exists or as the same may hereafter be amended. All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association as Trustees for each of the unit owners in such proportions as the Board of Directors shall determine which determination shall be based on the annual insurance review

provided for in this section. Such insurance shall be governed by the following provisions:

(1) Companies: All policies shall be written with a company licensed to do business in the State of Georgia, and holding a rating of A - Class 12.

(2) Beneficiaries: All policies shall be for the benefit of unit owners and their mortgagees as their interests may appear.

(3) Certificates: Provision shall be made for the issuance of a certificate of insurance to each owner and his mortgagee, if any, which shall specify the proportionate amount of such insurance attributable to the particular owner's unit.

(4) Policies: A copy of all policies and endorsements thereto shall be deposited with the Board of Directors or with the Insurance Trustee appointed by the Board.

(5) Adjustments: Exclusive authority to adjust losses under policies hereafter in force on the property shall be vested in the Board of Directors or its duly authorized agent; provided, however, that no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(6) Contribution: In no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder be brought into contribution with insurance purchased by individual owners or their mortgagees.

(7) Additional Insurance: It shall be the individual responsibility of each owner at his own expense to provide as he sees fit, title insurance on his individual unit, comprehensive personal liability insurance, theft or other insurance coverage covering improvements, betterments, flood and personal property damage and loss. Provided, however, each unit owner must maintain flood insurance for his unit at the maximum insurable amount for his protection and for the protection of

other unit owners. Further each unit owner must furnish the Board proof of such flood insurance upon request. Should a unit owner fail to obtain such flood insurance, the Board may obtain same and assess the costs against the unit owner. Any insurance proceeds shall be paid to the Insurance Trustee and administered pursuant to subparagraph (c) hereof.

(8) Insurance Review: The Board of Directors shall conduct an annual insurance review which shall include a replacement cost appraisal, without respect to depreciation, of all improvements on the land (with the exception of improvements and betterments made by the respective owners at their expense) by one or more qualified building cost estimators.

(9) Policy Provisions: The Board of Directors or its duly authorized agent shall be required to make every effort to secure insurance policies that will provide for the following:

- (i) a waiver of subrogation by the insurer as to any claims against the Board of Directors, its duly authorized agent, the owners and their respective servants, agents and employees;
- (ii) a waiver of its right to repair or reconstruct instead of paying cash by the insurers;
- (iii) that the policies on the property cannot be cancelled, invalidated or suspended on account of the conduct of any director, officer, or employee of the Association or its duly authorized agent without the prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its agent, or any owner or mortgagee;
- and (iv) that any "other insurance" clause in the master policy excludes individual owner's policies from consideration.

(b) No Partition - There shall be no judicial partition of the property or any part thereof, nor shall the Unit Owners or any person acquiring any interest in the property or any part thereof seek any such judicial partition until the happening of the conditions set forth in this declaration in the case of

damage or destruction or unless the property has been removed from the provisions of the Act.

(c) Insurance Trustee

(1) Trustee: When Trustee is referred to herein, the same shall mean the Board of Directors, unless the Board of Directors has named a Trustee. All insurance policies purchased by and in the name of the Association shall provide that the proceeds covering property losses shall be paid to the Board of Directors of the Association and/or the Trustee, if such Trustee has been appointed. If a Trustee resigns or is unable or unwilling to serve at any time, a majority vote of the Board of Directors shall appoint a successor Trustee. Immediately upon the receipt by the Association of such proceeds, the Association shall endorse the instrument by means of which such proceeds are paid and deliver or cause to be delivered such instrument to the Insurance Trustee.

(2) Duties of Trustees: The Insurance Trustee (other than the Board of Directors) shall not be liable for payment of premiums, for the renewal or the sufficiency of the policies or for the failure to collect any insurance proceeds. Nothing in this paragraph shall be deemed to relieve the Board of Directors of its obligations, duties and responsibilities in such capacity as the Board of Directors under this declaration. The Insurance Trustee shall not be required to file any return, make any report or accounting to any Court, nor shall it be required to file any bond. Nor shall the Insurance Trustee have any obligation to inspect the property to determine whether a loss has been sustained or to file any claim or claims against any insurer or other person. The duty of the Insurance Trustee shall be to receive such proceeds in trust for the benefit of the unit owners and their mortgagees in the shares as hereinafter provided, but which shares need not be set forth in the records of the Insurance Trustee. An undivided share of such proceeds on

account of damage or destruction to the common area shall be reserved for the unit owners in accordance with their respective percentage of undivided interest in and to the common area. Proceeds on account of damage or destruction to units shall be reserved for the owners of the damaged or destroyed units in proportion to the cost of repairing or reconstructing the damage or destruction suffered by each such unit owner. In the event that a mortgagee endorsement has been issued as to any particular unit, the share of such unit owner shall be held in trust for such owner and his mortgagee as their interests may appear. The Insurance Trustee shall be authorized to seek the instructions of any court by appropriate petition for construction, instructions, declaratory judgment, or such other appropriate proceeding as it may deem proper in its sole discretion and the expenses of same shall be borne by the Association as a common expense and may be chargeable by the Insurance Trustee against the proceeds of insurance.

(3) Disbursement of Proceeds: Proceeds of insurance policies received by the Insurance Trustee shall be disbursed as follows:

(i) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, all expenses of the Insurance Trustee shall first be paid and the remaining proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs shall be disbursed to the beneficial owners, remittance to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

(ii) If it is determined as provided herein that the damage or destruction for which the proceeds are paid

shall not be repaired or reconstructed, such proceeds shall be disbursed to such persons as herein provided.

(iii) Any and all disbursements of funds, whether such funds consist of insurance proceeds, special assessments, sales proceeds or any combination thereof, to be made by the Insurance Trustee for any purpose whatsoever shall be made pursuant to and in accordance with a certificate of the Association signed by the President or Vice President and attested by the Secretary setting forth whether or not the damage or destruction was to the common area for one or more units or both. If the damage or destruction is not to be repaired or reconstructed, said certificate shall direct that disbursements be made by the Insurance Trustee as by law provided in accordance with the terms of this section.

(iv) If the damage or destruction is to the common area and is to be repaired or reconstructed, said Insurance Trustee may require the signature of any or all mortgagees known to said Insurance Trustee as it may in its sole discretion require and said certificate may direct that disbursements be made by the Insurance Trustee to those persons and in such amounts as may be specified therein or, in the alternative, said certificate may authorize the Insurance Trustee to make disbursements upon and pursuant to such written authorization as may be submitted to it by an architect or other persons named herein as having been employed by the Association to supervise such repairs or reconstruction.

(v) If the damage or destruction is to one or more units and is to be repaired or reconstructed, said Insurance Trustee may require the signature of any or all the mortgagees on such unit or units as the Trustee in its sole discretion may require, and said certificate may direct that disbursements be made by the Insurance Trustee to those persons and in such amounts as may be specified herein, or, in the alternative, said



certificate may authorize the Insurance Trustee to make disbursements upon and pursuant to such written authorization as may be submitted to it by an architect or other persons named therein as having been employed by the Association to supervise such repairs or reconstruction.

(vi) The Insurance Trustee (other than the Board of Directors) shall not incur any liability to any owner, mortgagee, or other person for any disbursements made by it pursuant to and in accordance with any such certificates or written authorities. Nor shall the Insurance Trustee incur any liabilities to any owner or mortgagee by reasons of disbursements at the order of any court.

(d) Damage and Destruction.

(1) Loss Estimates: Immediately after the damage or destruction by fire or other casualty to all or any part of the condominium property covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition in which it existed prior to the fire or other casualty with each unit and the common area having the same vertical and horizontal boundaries as before.

(2) Determination to Repair or Reconstruction: Any such damage or destruction shall be repaired or reconstructed unless at least eighty (80%) percent of the total votes of the Association shall decide within sixty (60) days after the casualty, not to repair or reconstruct. If, for any reason, the amount of the insurance proceeds to be paid as a result of such damage or destruction or if reliable and detailed estimates of the cost of repair or reconstruction are not made available to

the Association within said period of sixty (60) days after the casualty, then such period shall be extended until such information shall be made available to the Association if such proceeds are paid; provided, however, that said period of time in no event exceed ninety (90) days after the casualty. In the determination of the question of whether or not to repair or reconstruct, the mortgagee shall not have the right to participate in the determination as to whether the damaged property or destroyed property shall be repaired or reconstructed except in the following cases: (a) a unit owner being in default under the terms of the mortgage; (b) damage or destruction of the units mortgaged; (c) the common elements, the limited common elements; or (d) damage or destruction to more than fifty (50%) percent of the units. In such event, the mortgagee or mortgagees shall have an irrevocable proxy (so long as said mortgagee shall continue as the mortgagee) to jointly exercise the vote of the unit owner in the determination of whether the damage or destruction shall be repaired or reconstructed. Unless written notice specifying the right to exercise the proxy as set forth above has been given to the Secretary of the Association, the owners are deemed and conclusively presumed to be authorized to vote on such matters. Should the Association determine in the manner described above that the damage or destruction shall not be repaired or reconstructed, then and in that event, (i) the property shall be deemed to be owned in common by the unit owners; (ii) the undivided interest in the property owned in common which shall appertain to each unit owner shall be the percentage of undivided interest previously owned by such owner in the common area; (iii) any liens affecting any of the units shall be deemed to be transferred in accordance with the existing priorities to the percentage of undivided interest of the unit owner in the property; and (iv) the property shall be subject to an action for

partition at the suit of any unit owner, in which event the net proceeds of sale shall be paid to the Insurance Trustee. Said net proceeds of sale, together with the net proceeds of the insurance on the property, shall be considered as one fund, which, after payment of all expenses of the Insurance Trustee, shall be divided among all of the unit owners in a percentage equal to the percentage of undivided interest owned by each owner in the property, after first paying out the respective share of the unit owners, to the extent sufficient for the purpose, all liens on the undivided interest in the property owned by each unit owner. Prior to any disbursements to unit owners, the holder of a first mortgage on any unit shall receive payment in full of the debt secured by such mortgage to the extent that such debt does not exceed an amount equal to (i) the insurance proceeds paid with respect to the unit covered by such mortgage; plus (ii) any sums which might otherwise be due the owner of such unit from the proceeds of the sale of the entire property. Disbursements to owners shall be made as provided for herein.

(e) Repair and Reconstruction - If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall levy a special assessment against all owners in the condominium association, and against all owners in the case of damages to the common area, in sufficient amounts to provide funds to pay such excess cost of repair or reconstruction. Such assessments on account of damage to the common area shall be in proportion to the owners' share in the common area. Any and all sums paid to the Association under and by virtue of those special assessments provided for above to defray the estimated excess cost of repair or reconstruction shall be deposited by the Association with the Insurance Trustee. The proceeds from insurance and assessments, if any, received by the Insurance Trustee, when the damage or

destruction is to be repaired or reconstructed, shall be disbursed as provided for herein.

10. MINOR REPAIRS. Notwithstanding the foregoing provisions, in the event of damage by fire or other casualty to either the common area or a single unit covered by insurance written in the name of the Association and if the insurance proceeds initially offered or paid therefore are less than Two Thousand Dollars (\$2,000.00) and the estimated cost of repairing such damage is less than twice the amount of such proceeds, then the instrument by means of which such proceeds are paid shall be endorsed by the Insurance Trustee and delivered to the Association and the damage shall be repaired in accordance with the following provisions:

(a) Common Area - If the damage is confined to the common area, such insurance proceeds shall be used by the Association to defray the cost of such repairs. If the cost of such repairs is less than the amount of such insurance proceeds, the excess shall be retained by the Association or its duly authorized agent and placed in the reserve maintenance fund or such other fund as may be established for the purpose of providing for the maintenance, repair and replacement of the common area. If the cost of such repair exceeds the amount of such insurance proceeds, such excess may be provided either by means of a special assessment levied by the Board of Directors against all owners in proportion to each owner's share in the common area or by means of an appropriation from the reserve maintenance fund or such other fund as may be established for the purpose of providing for the maintenance, repair and replacement of the common area as the Board of Directors, in the exercise of its sole discretion, may determine.

(b) Single Units - If the damage is confined to a single unit, such insurance proceeds shall be used by the Association to defray the cost of such repairs. If the cost of

such repairs is less than the amount of such insurance proceeds, the excess shall be paid jointly to the owner and his mortgagee, if any, who may use the proceeds as they alone may determine. If the cost of such repairs exceeds the amount of such insurance proceeds, such excess shall be provided by means of a special assessment levied by the Board of Directors against the owner of the damaged unit. Payments for repairs provided for in this subsection shall be made only after all such repairs have been completed and approved by the Association, the owner, and his mortgagee, if any, which approval shall not be unreasonably withheld.

11. ASSOCIATION. The operation of the condominium shall be by Blue River Shoals Condominium Association, Inc., a corporation not for profit under the laws of Georgia, which shall be organized and shall fulfill its functions pursuant to the following provisions:

(a) The members of the Association shall be the unit owners. The Declarant shall be a member of the Association for any unsold or retained units.

(b) The members of the Association shall be entitled to one vote for each unit owned, there being initially a total of twenty-four (24) votes outstanding. The vote of a Condominium Unit is not divisible.

(c) The Association has been organized under Articles of Incorporation dated March 11, 1985.

(d) The By-laws of the Association were adopted at the organizational meeting of the Board of Directors of the Association held on March 14, 1985.

(e) Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the

Association, nor for injury or damage caused by the elements or other owners or persons.

(f) The share of a member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his unit.

(g) All officers and Directors of the Association shall be unit owners as defined by the Act.

(h) Declarant shall be authorized to appoint and remove any or all members of the Board of Directors or Officers of the Association until the earlier of: (1) seven (7) years from the date this Declaration is recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, (2) the date on which units to which 4/5ths of the undivided interests in the common elements appertain shall have been conveyed to unit owners other than Declarant, or (3) surrender by Declarant of such authority to appoint or remove. At the expiration or occurrence of such event, control of the Association shall pass to the unit owners to be administered according to the Association's Articles of Incorporation and By-laws.

## 12. COMMON EXPENSES AND ASSESSMENTS.

(a) Budget - At the first meeting of the Board, and thereafter within thirty (30) days prior to the date of each annual meeting of the Association, the Board shall prepare a budget for the maintenance and operation of the condominium property for the succeeding calendar year, and shall estimate the amount of common expenses to be paid for such year. The amount of common expenses as determined shall be allocated and assessed by the Board among the unit owners with an equal portion assessed to each unit. Upon submission of any additional property, the amount of each unit's share of common expenses shall be re-allocated so that each then unit shall be assessed an equal share thereof.

(b) Assessment - The Board shall promptly advise each unit owner in writing of the estimated amount of common expenses payable by him as so determined by the Board, and shall furnish him with a copy of the budget on which such estimate is based. The amount so assessed by the Board against each unit for each calendar year shall be a lien against the unit owned by such owner as of January 1 of such year. If said estimated amount proves inadequate for any such year, including non-payment of any owner's assessment, the Board may, at any time, levy a special assessment which shall be assessed against the owners in proportion to their respective percentage of ownership of the common elements. Any such special assessment shall be a lien against the units as of the date specified in the notice of such special assessment. Each owner shall pay to the Association Treasurer such expenses in equal monthly installments on or before the first day of each month or at such other time and in such other manner as the Board shall designate from time to time. The Board shall comply with Official Code of Georgia §44-3-109(d) by honoring written requests specified therein.

(c) Special Assessments For Capital Improvements, Reserves and Working Capital - In addition to the assessments provided for above, the Association may levy special assessments for the purpose of paying, in whole or in part, the cost of construction of any new improvements or reconstruction or replacement of any existing improvement within the common elements, including the costs of any fixtures or personal property relating thereto, and the Association may levy special assessments for an adequate reserve fund for the periodic maintenance, repair and replacement of the common elements which funds shall be maintained out of regular assessments or common expenses, provided that such assessment shall have been approved by the vote of two-thirds (2/3) of the owners voting at a meeting duly called for this purpose, written notice of which shall have

been given in the manner specified in the by-laws of the Association. For purposes of said special assessments for capital improvements, any mortgagee or mortgagees shall have an irrevocable proxy (so long as said mortgagee shall continue as the mortgagee) to jointly exercise the vote of the unit owner and shall be given notice for same as a unit owner. Unless written notice specifying the right to exercise the proxy has been given to the secretary of the Association, the owners are deemed and conclusively presumed to be authorized to vote on such matter.

Additionally, a working capital fund must be established for the initial months of the project operations equal to at least a two-month estimated common area charge for each unit.

(d) Collection - The Board shall take prompt action to collect any common expenses due from any unit owner which remain unpaid for more than ten (10) days from the due day for payment thereof. In the event of default by any unit owner in paying the common expenses as determined by the Board, such unit owner shall be obligated to pay interest at the legal rate on such common expenses from the due date thereof, together with all expenses, including attorney's fees, incurred by the Board in any proceeding brought to collect such unpaid common expenses. Additionally, the Association shall be entitled to collect a fair rental value for Unit from the time of institution of an action to foreclose until sale at foreclosure or until judgment rendered in the action is otherwise satisfied. The Board shall have the right and duty to attempt to recover such common expenses, together with interest thereon, fair rental value and the expenses of the proceedings, including attorney's fees, in an action to recover the same brought against such unit owner, or by foreclosure of the lien granted by the Act on the unit of such owner. The common expenses assessed against any unit with interest, cost, fair rental value and a reasonable attorney's fee



shall be a lien upon such unit in accordance with the Act. Each such assessment, together with interest, cost and attorney's fee shall also be the personal obligation of the person who is the owner of such unit at the time the assessment fell due. Personal obligation for delinquent assessments shall not pass to successors in title, or interest unless assumed by them, or required by the Act.

(e) Any assessment lien as provided for herein above shall be subordinate to any Veterans' Administration guaranteed mortgage. A lien for common expense charges and assessments shall not be affected by any sale or transfer of unit except that sale or transfer pursuant to a foreclosure of a first mortgage shall extinguish a subordinate lien for common expense charges and assessments which became payable prior to such sale or transfer. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a unit from liability for nor the unit so sold or transferred from the lien of any common expense charges thereafter becoming due.

### 13. PURPOSE OF PROPERTY AND USE RESTRICTIONS THEREON.

(a) The purpose of the Condominium is to provide residential housing, parking, and recreational facilities for unit owners, their respective families, tenants, guests and servants.

(b) The units and common areas and facilities shall be occupied and used as follows:

(1) No commercial business shall be permitted within the property.

(2) There shall be no obstruction of the common areas and facilities. Except in the case of designated storage areas, nothing shall be stored in the common areas and facilities without the prior written consent of the Board of Directors.

(3) Nothing shall be done or kept in any unit or in the general or limited common areas and facilities which shall

increase the rate of insurance on the general or limited common areas and facilities without the prior written consent of the Board of Directors. No owner shall permit anything to be done or kept in the unit or in the general or limited common areas and facilities which will result in the cancellation of insurance of any unit or any part of the general or limited common areas and facilities, or which would be in violation of any law. No waste will be committed of the general common areas and facilities or limited common areas and facilities.

(4) No sign of any kind shall be displayed to the public view from any unit or from the general or limited common areas and facilities without the prior written consent of the Board of Directors.

(5) No animals, livestock or poultry of any kind shall be raised, bred, or kept in any unit or in the general or limited common areas and facilities; except that dogs, cats or other household pets may be kept in units, subject to rules and regulations adopted by the Board of Directors.

(6) No noxious, dangerous or offensive activity shall be carried on in any unit or in the general or limited common areas and facilities, nor shall anything be done therein which may be or become an annoyance or nuisance to other owners.

(7) Nothing shall be altered or constructed in or removed from the general or limited common areas and facilities, except upon the prior written consent of the Board of Directors.

(8) The Board of Directors is authorized to adopt rules for the use of the general or limited common areas and facilities, and prescribe penalties for any violation thereof, and shall furnish such rules in writing to the owners, who shall be bound thereby. Such rules and regulations shall be binding upon the owners, their families, visitors, guests, servants, employees, lessees, licensees, invitees, successors and assigns until and unless they are overruled and cancelled in a regular or

special meeting of the Association by the affirmative vote of two-thirds (2/3) majority of the unit owners.

(9) None of the rights and obligations of the owners created herein, or by the deeds conveying the condominiums, shall be altered in any way by encroachments due to settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of said encroachments due to settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist; provided, however, that in no event shall a valid easement for encroachment be created in favor of an owner or owners if said encroachment occurred due to the willful conduct of said owner or owners.

(c) Nuisances

(1) No nuisance shall be allowed upon the condominium property, nor any use or practice not originally contemplated in the uses and purposes hereinabove set forth which would be the source of any annoyance to unit owners or an interference with the peaceful possession and proper use of the condominium property by unit owners. All parts of the condominium property, including units, shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist. No unit owner shall make or permit any use of his or its unit or make any use of the common elements or limited common elements which will violate the provisions of the condominium documents or any insurance policy covering the condominium property.

(2) No Unlawful use - No improper, offensive or unlawful use shall be made of any part of the condominium property, and all applicable laws, zoning ordinances and regulations of all governmental bodies shall be observed. The responsibility and expense of meeting the requirements of governmental bodies which require maintenance, modification or

repair of the condominium property shall be the same as the responsibility for maintenance and repair of the property unless necessitated by the misuse, misconduct, neglect or specific use of the unit owner, in which case such expenses shall be assessed against such owner.

(d) Each of said individual condominium units shall be required to use uniform, white curtain liners, such that when viewed from the exterior the windows of the Condominium appear uniform and consistent in color.

14. EXPANDABLE CONDOMINIUM. The condominium herein created shall be an expandable condominium within the terms and provisions of this Declaration, the Act and as follows:

(a) The Declarant, hereby reserves, for its benefit or for its assigns or successors, the right to expand the condominium to include additional residential units to be constructed on property described herein.

(b) The Declarant's option to expand the condominium shall be exercisable within seven (7) years of the date this Declaration is recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia; provided, however, by a vote of two-third's (2/3) of the members of the Association, exclusive vote of the Declarant, the option to expand may be extended for any period of time if such consent is given within one (1) year prior to the date such option or any extension thereof would otherwise expire. There shall be no further limitation on the exercise of this option by the Declarant.

(c) The property to be added to the condominium under the provisions of this expansion may include all or a portion of certain real property, a more detailed description of which is attached hereto as Exhibit C. All common elements located on the additional property shall become common elements of this Condominium. Unit Owners, including those located on additional property, shall have an ownership share in the common elements of

the Condominium, whether located on the property herein submitted or on additional property eligible for expansion by this paragraph.

(d) Any portion of the expanded property may be added to the Condominium any time during the period of the option or any extension thereof.

(e) There are no limitations on the location of any of the improvements to be placed within the expanded area, except that they must be within the boundaries set forth in subparagraph (c) hereof. All units so added will have the same boundaries as described in attached Exhibit B.

(f) There may be a maximum of 132 units added to the condominium as a result of the expansion herein provided for; consisting of not more than 12 units per building; or a total of 11 buildings.

(g) All units added to the condominium as a result of the expansion herein contemplated shall be restricted to single family residential use and subject to all provision of this Declaration as they relate to such use.

(h) The improvements to be placed on the additional land will be compatible with the improvements located within the rest of the Condominium and will be of the same or similar quality of construction and materials, and the architectural style will be substantially identical to that of the improvements located within the rest of the Condominium.

(i) There are no assurances as to what other improvements may be constructed on any additional property.

(j) The expansion of the condominium will result in each unit so created receiving one vote each in the Association, up to a total of 132 additional votes for new units. Additionally, upon submission of additional property, each unit, including units located on additional property and existing units, ownership share in the common elements of the condominium

and liability for the common expenses of the condominium shall be adjusted to the percentage figure equal to a fraction, the numerator of which is one (1) and the denominator of which is the total number of units in the condominium after the submission of additional property.

(k) Declarant shall be responsible for all increases in the insurance of condominium, provided for in paragraph 9 hereof, occasioned by the construction of such new structures until a certificate of occupancy has been issued on the expanded areas.

(l) The units to be created in the improvements on the additional land will be substantially identical to the units in the project; however, the Owner reserves the right to change the size, design, and mix of the units in order to meet requirements of the market.

(m) The Declarant reserves the right to create limited common areas and facilities within a portion of the additional land and to designate common areas and facilities therein which may subsequently be assigned as limited common areas and facilities for the purpose of making parking spaces and such other traditional type of limited common areas and facilities as the Declarant may see fit.

(n) Declarant shall not create convertible land within any portion of the additional land which may be made a part of the expanded condominium.

15. RIGHT OF FIRST REFUSAL. The right of a unit owner to sell, transfer or otherwise convey his unit in the Condominium shall not be subject to any right of first refusal or similar restriction.

16. RIGHT OF ACTION. The Bull River Shoals Condominium Association, Inc., and any aggrieved unit owner shall be granted and is hereby granted a right of action against unit owners for failure to comply with the provisions of the declaration, bylaws, or amendments thereto, or with the decisions of the Bull River

Shoals Condominium Association, Inc., which are made pursuant to the authority granted to the Bull River Shoals Condominium Association, Inc., in such documents. Each unit owner shall also have similar rights of action against the Bull River Shoals Condominium Association, Inc.

17. CONVEYANCES/EASEMENTS.

Every deed, lease, mortgage or other instrument may describe a unit by its identifying number set forth in the plans and plats which shall be recorded in the Office of the Clerk of Superior Court of Chatham County, Georgia. Every such description shall be deemed good and sufficient for all purposes and shall be deemed to convey, transfer, encumber, or otherwise effect the unit owner's corresponding percentage of undivided ownership in the common areas and facilities, as a tenant in common, as set forth in this declaration, even though the same is not exactly mentioned or described.

18. NOTICE OF LIEN OR SUIT. A unit owner shall give notice to the Board of every lien against his unit (other than for permitted mortgages, taxes and assessments by the Association) within five (5) days after said unit owner receives notice of the attaching of the lien, and shall give notice to the Board of every suit or other proceeding which may affect the title to his unit. Such notice is to be given within five (5) days after such owner receives knowledge of such suit or other proceeding, and shall give notice to the Board immediately upon receipt by such owner from a mortgagee holding a mortgage on such unit of any notice, demand, or other communications demanding payment of the debt secured by such mortgage, accelerating or proposing to accelerate the maturity of such debt, or in any manner informing such owner of an actual, pending or alleged default by owner under such mortgage.

19. NOTICES. Any notice required by the Act or by any of the condominium documents shall be a written notice delivered to

the recipient or mailed to him by United States Mail, postage prepaid, at his last known address if the recipient is an individual, or addressed to the President of the Association, if the recipient is the Association or the Board. All notices delivered by mail shall be deemed to have been given as of the date and hour of the postmark thereon. The address of unit owners shown on the records maintained by the Secretary of the Association shall be the address of such owner for mailing of all notices required from the Board or the Association, and it shall be the responsibility of each owner to furnish the Secretary written notice of any error in such records or change of address.

20. AGENT TO RECEIVE SERVICE OF PROCESS. All notices, stipulations, writing, or process to be served upon the Association, or upon the Board, shall be delivered to the registered agent of the Association on file with the Secretary of State of Georgia.

21. RENEWAL OF COVENANTS AND RESTRICTIONS. The provisions of this declaration and the other condominium documents shall constitute covenants running with the land, binding on the undersigned, its successors and assigns, and on all subsequent owners of any part of the condominium property, together with their grantees, successors, heirs, executors, administrators, devisees, lessees, and assigns. By the acceptance of any deed or other document conveying or transferring any interest in a unit, the recipient thereof accepts and ratifies all covenants and restrictions contained herein and in the other condominium documents. Each unit owner, by the acceptance of said deed or other document, covenants and agrees, each with the other, that he will join in the execution of any and all documents which are deemed necessary by the Board to renew or extend said covenants and restrictions from time to time so long as the condominium exists.



22. WAIVER. The failure of the Association or any unit owner to enforce any covenant, restriction or other provisions of the Act or the condominium documents shall not constitute a waiver of the right to do so thereafter.

23. DECLARANT CONTROL.

(a) The Declarant shall relinquish all special rights, expressed or implied, through which the Declarant may, directly or indirectly, control, direct, modify, or veto any action of the Association, the Board, or a majority of unit owners in control of the Association to the owners of the units within the Condominium not later than the earlier of the following: (1) eighty (80%) percent of the units and all phases submitted to the condominium form of ownership have been conveyed to unit purchasers, or (2) seven (7) years from the date of the first conveyance to a unit purchaser.

(b) The requirements of paragraph (a) of this Section shall not affect unit owner's rights as a unit owner to exercise the votes allocated to units which the owner owns.

(c) Until the expiration of the time period referred to in paragraph (a) of this section, of the Board of Directors of the Association shall be governed by a Board composed of Declarant representatives.

24. CONSTRUCTION. The provisions of this declaration and all other condominium documents shall be construed in light of the provisions of the Act and, to the extent possible, as being consistent with the Act. If any provision, sentence, clause, phrase or word of this Declaration or any other condominium document is held invalid or unenforceable for any reason, such holding shall not be deemed to affect, alter, modify or impair in any manner any other provision herein or in said documents. Whenever the context so permits, the use of the plural shall include the singular, the plural, and the use of any gender shall be deemed to include all genders. The captions used herein and

in the other condominium documents are solely to aid in the location of the various provisions, and in no way shall such captions be construed to limit or define the subject matter of such provisions.

25. MAINTENANCE AND MANAGEMENT AGREEMENT. The Board of Directors of the Association may enter into a contract with any firm, person or corporation, or may join with other condominium associations and entities in contracting for the maintenance and repair of the condominium property and other type properties, and may delegate to the contractor or manager all the powers and duties of the Association, except such as are specifically required by this declaration, or by the by-laws, to have the approval of the Board of Directors or the membership of the Association. The contractor or manager may be authorized to determine the budget, make and collect assessments for common expenses and discharge management duties for Association in regard to the Condominium, as provided by this Declaration and by-laws.

Each Unit Owner, his heirs, successors and assigns, shall be bound by any such management agreement for the purpose therein expressed, including but not limited to:

(1) Adopting, ratifying, confirming and consenting to the execution of said management agreement by the Association.

(2) Covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by Unit Owners in the cases provided therefore in any management agreement.

(3) Ratifying, confirming and approving each and every provision of said management agreement, and acknowledging that all of the terms and provisions thereof are reasonable.

(4) Agreeing that the persons acting as Directors and Officers of the Association entering into such an agreement have

not breached any of their duties or obligations to the Association.

(5) The acts of the Board of Directors and Officers of the Association in entering into a management agreement.

26. AMENDMENTS. This Declaration may be amended in the following manner:

(a) Proposed Amendment - A proposed amendment may be made by either the Board of Directors of the Association or by any member of the Association. Any such proposed amendment made by a member must be submitted in writing to the Secretary of the Association at least twenty (20) days prior to the date of any special or regular Association meeting at which the proposed amendment is to be considered.

(b) Notice - Notices of the subject matter of the proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered. Said notice is to be given in accordance with the By-laws of the Association.

(c) Adoption - Amendments must be approved by sixty-seven (67%) percent of the entire membership of the Association. Notwithstanding the foregoing, the Declarant, having reserved the right to add additional property under Item 14 hereof, reserves the right to amend this Declaration in the manner set forth in order to provide for such expansion; and no approval shall be required of any unit owner or institutional mortgagee or other creditor or person holding any interest whatsoever in the Condominium for the Declarant or its successors and assigns to exercise such rights.

(d) No amendment shall discriminate against any unit owner or against any unit or class or group of units unless the unit owners so affected shall consent. No amendment shall change any unit boundary nor the share in the common elements appurtenant to it, nor the owner's share of the common expenses, unless all unit owners and all record owners of liens thereon

shall join in the execution of the amendment. No amendment to this Declaration which establishes, provides for, governs or regulates any of the following shall be effective unless at least a fifty-one (51%) percent of the votes of units subject to a first mortgage consent to such amendment:

(1) Reserves for maintenance, repair and replacement of the common areas (or units if applicable);

(2) Insurance or fidelity bond;

(3) Rights to use of the common area;

(4) Responsibility for maintenance and the repair of the several portions of the project;

(5) Convertibility of units into common areas or of common areas in to units;

(6) Leasing of units, unit estates; or

(7) Any provisions which are to the express benefit of mortgage holders or insurers or guarantees of first mortgages on units.

(e) A copy of each amendment shall be certified by the President and Secretary of the Association as having been duly adopted and shall be effective when recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia.

Notwithstanding the foregoing paragraphs of this paragraph 26, the Declarant, so long as it is in control of the Association under the provisions of paragraph 23 hereof reserves the right at any time to amend the Declaration, as may be required by any lending institution or public body, or in such manner as the Declarant may determine to be necessary to carry out the purposes of the project provided that such amendment shall not increase the proportion of common expenses nor decrease the ownership of common elements borne by the condominium owners.

## 27. MISCELLANEOUS.

(a) Incorporation of the Act - Except as modified

by the provisions of this declaration and the exhibits hereto, the Act is by reference hereby incorporated herein.

(b) Multiple Owners - If any unit shall be owned as tenants in common by two or more persons, such persons shall be jointly and severally liable for the common expenses assessed against such unit and for the prompt discharge of each and every obligation or duty imposed on such owners by the condominium documents.

(c) Enforcement - Each owner, tenant or occupant of a unit shall be bound to comply with the statutory provisions and condominium documents as the same may be in effect from time to time and with the decisions, resolutions, rules and regulations of the Association as the same may be in effect from time to time, and failure to do so shall be grounds for an action to recover damages or to obtain injunctive and other equitable relief, or both.

(d) Severability - The provisions of this Declaration shall be deemed independent and severable, the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any provision hereof.

(e) Captions - The captions to this Declaration are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration or the intent of any provisions hereof.

(f) Law Controlling - This Declaration, the condominium plat and plans and By-laws shall be construed and controlled by and under the laws of the State of Georgia.

(g) Effective Date - This Declaration shall take effect when recorded.

(h) Name of Preparer - This declaration was prepared by W. Jerrold Black and Robert W. Schivera, of LEE AND CLARK, P.

C., Attorneys at Law, Post Office Box 8205, 300 Bull Street,  
Suite 711, Savannah, Georgia 31412.

THE JOHN JONES COMPANY

By: \_\_\_\_\_

Attest: \_\_\_\_\_

Signed, sealed and delivered in  
the presence of:

Patti Waigert  
Robert W. Schmitt  
Notary Public, Chatham County, Ga.

ROBERT W. SCHMITT  
Notary Public, Chatham County, Ga.  
My Commission Expires April 22, 1995