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DECLARATION OF CONDOMINIUM  
FOR  
HOOVER CREEK PLANTATION CONDOMINIUM

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ALEX JAMES MOORE  
ATTORNEY AT LAW, LLC  
600 Commercial Court, Suite C  
Savannah, GA 31406-3650

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STATE OF GEORGIA  
COUNTY OF CHATHAM

DECLARATION OF CONDOMINIUM

FOR

Hoover Creek Plantation Condominium

This Declaration of Condominium for Hoover Creek Plantation Condominium (hereinafter, the "Declaration") is made as of the date set forth on the signature page hereof by Hoover Creek Plantation Partners, LLC (hereinafter, the "Declarant"). Declarant is the owner of that certain real property (hereinafter, the "Property") located in Chatham County, Georgia, being more particularly described as Exhibit "A" ("Legal Description") attached hereto and incorporated herein by this reference. The Condominium, as defined below, consists of Nine (9) buildings containing a total of Two Hundred Twenty Four (224) Units, together with paved parking areas, utility systems, drives, roads, office, recreational building, pool area, dock, garages and other improvements serving such Units. By virtue of the recording of this Declaration, the Property is submitted and made subject to the condominium form of ownership pursuant to the Georgia Condominium Act, Official Code of Georgia Annotated, Sections 44-3-70 *et seq.* (1982), and is hereby made subject to this Declaration. By virtue of the recording of this Declaration, said Property shall be owned, held, transferred, sold, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the terms, provisions, covenants and restrictions of the Georgia Condominium Act and this Declaration, and every grantee of any interest in said Property, by acceptance of a deed or other conveyance of such interest, whether or not such deed or other conveyance of such interest shall be signed by such person and whether or not such person shall otherwise consent in writing, shall own and take subject to the provisions of the Georgia Condominium Act and this Declaration and shall be deemed to have assented to the same. This Declaration shall apply to, govern, control, and regulate the sale, resale, or other disposition, acquisition, ownership, use, and enjoyment of the Property and the improvements located thereon, and all its provisions shall be and are covenants to run with the Property and shall be binding on the present owners of said Property and all their successors and assigns and all subsequent owners of the Property and improvements located thereon, together with their grantees, successors, heirs, executors, administrators, devisees, and assigns.

1. STATUTORY PROVISION. By this Declaration, Declarant submits such Property, together with improvements located thereon (collectively, hereinafter, the "Condominium") to the condominium form of ownership and to the provisions of O.C.G.A. Sections 44-3-70, *et seq.* as amended. This Declaration is made pursuant to the Georgia Condominium Act, Georgia Laws 1975, No. 463, pages 609-671, O.C.G.A. Sections 44-3-70, *et seq.* (1982), as the same may heretofore or hereafter be supplemented, amended, or modified (hereinafter, the "Act").

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2. NAME. The name of the condominium is Hoover Creek Plantation Condominium.

3. DEFINITIONS. The terms used in this Declaration, the Articles of Incorporation, Bylaws, and Rules and Regulations shall have their normal, generally accepted meanings or the meanings given in the Act or Georgia Nonprofit Corporation Code. Unless the context shall prohibit or otherwise require capitalized terms used in this Declaration, the Articles of Incorporation, Bylaws, or Rules and Regulations shall have the following meanings:

(a) "Act" shall mean and refer to the Georgia Condominium Act, Official Code of Georgia Annotated, Sections 44-3-70, *et seq.* (1982) as the same be supplemented, amended, or modified.

(b) "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of Hoover Creek Plantation Condominium Association, Inc., as filed with the Georgia Secretary of State, as amended.

(c) "Association" shall mean and refer to Hoover Creek Plantation Condominium Association, Inc., a Georgia nonprofit corporation, its successors and assigns.

(d) "Board of Directors" or "Board" shall mean and refer to the board of directors of the Association, which is and shall be the governing body of the Association.

(e) "Bylaws" shall mean and refer to the bylaws governing the administration and operation of Hoover Creek Plantation Condominium Association, Inc. as amended.

(f) "Common Elements" shall mean and refer to all portions of the Property which is not included within the boundaries of a Unit, as further described in Section 8 ("Common Element") of this Declaration.

(g) "Common Expenses" shall mean and refer to all expenditures lawfully made or incurred by or on behalf of the Association, including, but not limited to, those expenses incurred for maintaining, repairing, replacing and operating the Common Elements, together with all funds lawfully assessed for the creation or maintenance of reserves, pursuant to the provisions of this Declaration, the Act, or the Bylaws.

(h) "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing within the Condominium. Such standard may be more specifically determined by the Board of Directors.

(i) "Condominium" shall mean and refer to the Property made subject to this Declaration, together with all improvements located thereon and known as Hoover Creek Plantation Condominium. Said Condominium being all that certain real property described as Exhibit "A" ("Legal Description") attached hereto and incorporated herein by this reference together with any improvements thereon, submitted to the provisions of the

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Act by this Declaration.

(j) "Condominium Instruments" shall mean this Declaration and all exhibits to this Declaration, including the Bylaws of the Association, and the plats and plans, all as may be supplemented or amended from time to time.

(k) "Declarant" shall mean and refer to Hoover Creek Plantation Partners, LLC, a Georgia limited liability corporation, its respective successors and/or assigns and any other person or entity as further set forth in Section 44-3-71(13) of the Act. The expiration of Declarant's right to appoint and remove officers and directors to the association pursuant to Article "F" of the Bylaws shall not terminate or alter the status of the above-referenced entity and its respective successors and assigns as the Declarant hereunder or divest the Declarant of other rights specifically reserved to the Declarant herein.

(l) "Declaration" shall mean and refer to this Declaration of Condominium for Hoover Creek Plantation Condominium, as recorded, as such may be amended.

(m) "Georgia Non Profit Corporation Code" shall mean and refer to the Georgia Nonprofit Corporation Code, Official Code of Georgia Annotated Sections 14-3-101, *et seq.* (1928), as the same may be supplemented, amended, or modified.

(n) "Governing Documents" shall mean and refer collectively to this Declaration, the Bylaws and the Rules and Regulations of the Association.

(o) "Leasing" shall mean and refer to the regular occupancy of a Unit by a Person other than the Owner, with or without a written lease agreement, for which the Owner, any relative of the Owner or entity in which the Owner has an ownership interest, or any other agent of the Owner receives and consideration or benefit, including, but not limited to, a fee, gratuity, service, or emolument.

(p) "Limited Common Element" shall mean and refer to a portion of the Common Elements reserved for the exclusive use of one or more, but less than all, of the Units as further described in Section 9 ("Limited Common Elements"), herein.

(q) "Majority Vote" shall mean and refer to those eligible votes held by Owners, Members, or other group, as the context may indicate or require, to taking more than fifty percent (50%) of the total eligible number of votes.

(r) "Mortgage" shall mean and refer to a mortgage, deed to secure debt, deed of trust, or other instrument conveying a lien upon or security interest in the title to a Unit or the Condominium. "First Mortgage" shall mean and refer to a first priority Mortgage.

(s) "Mortgagee" shall mean and refer to the holder of a Mortgage. "First Mortgagee" shall mean and refer to the holder of a First Mortgage.

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(t) "Occupant" shall mean any Person staying overnight in a Unit for a total of more than thirty (30) days, either consecutive or nonconsecutive, in any calendar year, regardless of whether such Person is a tenant or the Owner of such Unit.

(u) "Owner" shall mean and refer to one or more Persons who or which is the record titleholder of a fee simple or undivided fee simple interest in a Unit, excluding, however, those Persons having such an interest solely as security for an obligation.

(v) "Percentage Interest" shall mean and refer to the undivided percentage interest in the Common Elements appurtenant to each Unit, as set forth as Exhibit "B" ("Percentage Interests") attached hereto and incorporated herein by this reference.

(w) "Person" shall mean and refer to a natural person, corporation, partnership, Limited Liability Company, firm, association, trust, or other legal entity, or any combination thereof.

(x) "Plans" shall mean and refer to those certain plans for "Hoover Creek Plantation Condominium" prepared by Vincent Helmly, Registered Architect No. 1332 and dated 11-5-04, which depict the dimensions of "Alterations to Hoover Creek Plantation Condominium for Hoover Creek Plantation Partners, LLC, Savannah, Georgia" and are filed for record in the condominium floor plan records of Chatham County, Georgia, at Condominium Floor Plan Book 2, Pages 99, A-B, as the foregoing may be amended, supplemented, or modified.

(y) "Plats" shall mean and refer to that certain Condominium Conversion Plat of "Hoover Creek Plantation Condominium", for Hoover Creek Plantation Partners, LLC, dated 11-5-04, prepared by Vincent Helmly, Registered Land Surveyor No. 1882, and filed for record in the condominium plat records of Chatham County, Georgia, at Condominium Plat Book 2, Pages 100-A-F, as the foregoing may be amended, supplemented, or modified.

(z) "Property," unless the context should otherwise require, shall mean and refer to that tract or parcel of land described in Exhibit "A," attached hereto and by this reference incorporated herein and made a part hereof, together with all improvements thereon and together with all easements appurtenant thereto.

(aa) "Record," "Recording," or "Recorded" shall mean and refer to the filing or file of record in the Office of the Clerk of the Superior Court of Chatham County, Georgia, or such other place which is designated as the official location for recording documents affecting title to real property.

(bb) "Rules and Regulations" shall mean and refer to the current rules and regulations of the Association as may be adopted, amended, and repealed from time to time by the Board of Directors.

(cc) "Unit" shall mean that portion of the Condominium intended for individual ownership and use as more particularly described in the Declaration and shall

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include the undivided ownership in the Common Elements assigned to the Unit by this Declaration.

4. LOCATION, PROPERTY DESCRIPTION, PLATS AND PLANS

The Condominium, subject to this Declaration and the Act, is located at 12300 Apache Avenue, Savannah, Chatham County, Georgia, being more particularly described in Exhibit "A" attached to this Declaration, which exhibit is specifically incorporated herein by this reference. The Survey and Floor Plans relating to the Condominium will be filed in the Chatham County, Georgia records at the time the Condominium property is submitted to this Declaration. The Survey and Floor Plans are incorporated herein by reference as fully as if the same were set forth in their entirety herein.

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5. CONDOMINIUM UNITS.

(a) General. The Condominium shall consist of the 224 Units, the Common Elements and Limited Common Elements, all as described in this Declaration and depicted on the Plans and Plats.

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(b) Unit Information. The Units are depicted on the Plans and Plats. Each Unit in the Condominium consists of a dwelling and its appurtenant percentage of undivided interest in the Common Elements. Each Unit's appurtenant percentage of undivided interest in the Common Elements shall be equal to the Percentage Interest. The undivided percentage or fraction of interest in the Common Elements appurtenant to each Unit shall not be altered except as expressly provided in the Act. Such undivided interest in the Common Elements shall not be separated from the Unit to which it appertains and shall be deemed to be conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument. Each Unit shall bear the Common Expenses and share the common profits with each other Unit in the Condominium in accordance with the percentage allocations set forth on Exhibit "B"

(c) Association Membership. All Owners, by virtue of their ownership of a Unit in the Condominium, are and shall be automatically mandatory members of Hoover Creek Plantation Condominium Association, Inc. and, except as otherwise provided in this Declaration or the Bylaws, shall be entitled to vote on all matters upon which members of the Association are entitled to vote, pursuant to this Declaration and in accordance with the Act and the Bylaws. Subject to the provisions of the Condominium Documents, the Owner or collective Owners of a unit shall be entitled to one (1) equally weighed vote for such unit. An Owner shall remain a member of the Association until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically pass to his successor-in-title. Membership does not and is not intended to include Mortgagees or any other Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate or otherwise affect an Owner's membership. Membership is and shall be appurtenant to the Unit to which it pertains and shall be transferred automatically by conveyance of that unit and may be transferred only in connection with the transfer of title.



(d) Quorum at Association Meetings. At all membership meetings of the Association, whether annual or special, a quorum shall be deemed present throughout any meeting if Owners entitled to cast more than one third (1/3) of the total eligible votes of the Association are present in person or by proxy at the beginning of the meeting.

6. UNITS AND BOUNDARIES. The Condominium will be divided into Two Hundred Twenty-four (224) separate units, the Limited Common Elements, and the Common Elements. Each Unit consists of a dwelling and its appurtenant percentage of undivided interest in the Common Elements. Each unit shall be conveyed as a separately designated and legally described freehold estate subject to the Act and the Condominium Documents. The Units are depicted on the Survey and Floor Plans. Each Unit includes that part of the structure which lies within the following boundaries:

(a) Vertical Boundaries. The parametrical or vertical boundaries of each Unit are the vertical planes of the interior surfaces of the wood framing of the walls of the Unit, whether such walls are exterior walls or walls separating the Unit from other Units or the Common Elements, and the vertical planes of the exterior surfaces of windows and entry doors. Such parametrical Unit boundaries include the sheet rock on the Unit side of said walls, with such framing being a part of the Common Elements, and are extended to their intersections with each other and the upper and lower horizontal boundaries.

(b) Horizontal Boundaries.

- (i) If the Unit is on the top floor of the building, the upper horizontal boundary of such Unit is the exterior, unfinished, exposed surface of the wallboard or other material comprising the ceiling of the Unit, with such material consisting as part of the Unit. The lower horizontal boundary of such Unit is the lowermost surface of the subflooring of the Unit, with the flooring constituting part of the Unit.
- (ii) If the Unit is on the bottom floor of the building, the upper horizontal boundary of such Unit is the plane formed by the lowermost surface of the flooring comprising the subflooring of the Unit above, with the flooring not constituting the part of the Unit below. The lower horizontal boundary of such Unit is the lowermost surface of the subflooring of the Unit, with the flooring constituting part of the Unit.

Each Unit may be legally described by the identifying number or symbol shown on the plats or plans.

(c) Other Items. Window screens and all fixtures, equipment, and appliances located within the boundaries of each Unit, are deemed to be a part of each Unit. All portions of the heating and air-conditioning systems serving a Unit, whether located inside or outside the boundaries of the Unit, are deemed to be a part of the Unit. If any chutes, flues, ducts, conduits, wires, pipes, or any other apparatus lies partially inside and partially outside of the designated boundaries of a Unit, any portions thereof which

serve only that Unit shall be deemed a part of that Unit, while any portions thereof which serve more than one Unit or any portion of the Common Elements shall be deemed a part of the Common Elements.

(d) Interpretation. In interpreting deeds and plans, the existing physical boundaries of a Unit as originally constructed or of a Unit reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed in any deed or plan, regardless of settling or lateral movement of the building and regardless of minor variance between the boundaries shown on the plans or in a deed and those of the Unit.

(e) Investor Unit. Investor Unit shall be defined as any Unit which are initially designated by the Developer as "Investor Units" not to exceed 30% of the total property units.

7. ALTERATION AND COMPLETION OF UNITS. Subject to the terms of this Declaration, and in particular this paragraph, any Owner may make any improvement or alteration within their Unit that does not materially impair the structural integrity of any structure or otherwise materially lessen the support of any portion of the Condominium as determined in the sole discretion of the Board of Directors. To the extent of any change made by any Owner within Owner's Unit, such Owner shall be strictly liable for any impairment of the structural integrity of any structure, or the lessening of support of any portion of the Condominium and, furthermore, shall be strictly liable for any damages to persons, property, or otherwise, occasioned by the conduct of such Owner, or their successors or assigns in interest, making such change. Despite the foregoing, no Owner shall do anything which would change the exterior appearance of his Unit or any other portion of the Condominium, or make any interior change visible from the exterior, except to such extent and subject to such conditions as provided in this Declaration and in the Bylaws of the Association. Despite anything else contained herein to the contrary, or despite any other authority granted to Owners, no change in any Unit shall materially weaken, damage, destroy, endanger, or remove any bearing wall or bearing column, or any other portion of the Common Elements, other than as may be expressly authorized by the terms of the Act.

8. RELOCATION OF BOUNDARIES. Units shall not be subdivided nor shall two units combined into one unit, unless boundary relocation thereof is accomplished in strict accordance with the provisions of Act and with the consent of the Board of Directors. Boundaries between adjoining Units shall remain as established in accordance with the terms of this Declaration and shall not be relocated.

9. COMMON ELEMENTS. The Common Elements of the Condominium shall consist of all portions of the Condominium not located within the boundaries of a Unit. The Common Elements include, without limitations, certain utilities, fences, entry features and lighting for same, paving, wall, retaining walls, the foundation, roof, exterior wall of the buildings, landscape areas, outside parking area and lighting for same, stairs, corridors, mechanical rooms, maintenance rooms, garages, office building, pool, dock, yards and lighting for same, and all other lighting, personal property, equipment and furniture in any Common Element of the Condominium buildings. Pursuant to Section 16 of the Act

(O.C.G.A. Section 44-3-78), each Unit is allocated an undivided percentage interest in the Common Elements equal to the percentage set forth as Exhibit "B" to this Declaration. The percentage of undivided interest of each Owner in the Common Elements is appurtenant to the Unit owned by the Owner. The Common Elements shall remain undivided and, unless the Condominium form of ownership hereby established is terminated, or submitted property is withdrawn from the Condominium, as hereinafter provided, neither Owner nor any other person shall bring an action for partition or division of the whole or any part thereof except as provided in the Act. Each Owner may use the Common Elements for the purposes for which they are intended, subject to any limitations stated herein, but no such use shall enter or encroach on lawful rights of the other Owners.

10. LIMITED COMMON ELEMENTS. The following shall constitute Limited Common Elements of the Condominium:

(a) The walkways, sidewalks, steps, or stairs which provide a means of ingress and egress to and from any Unit shall be a Limited Common Element assigned to the Unit having direct access thereto; provided, however, that any portion of the same which provide a means of ingress and egress to and from more than one (1) Unit shall be a Limited Common Element assigned to each of the Units to which the same provide a means of ingress and egress.

(b) All portions of the Common Elements on which there is located any portion of the heating and air conditioning system exclusively serving a particular Unit or Units shall be a Limited Common Element assigned to the Unit or Units which is, or are, exclusively served by such heating and air conditioning system.

(c) Any gas, electric, or other utility meter which serves only one Unit is assigned as a Limited Common Element to the Unit so served.

(d) That portion of the water or sewer or sewer system serving an individual Unit, (i.e., that portion which extends from the common trunk line to the Unit) is assigned as Limited Common Element to the Unit so served.

(e) All portions of the Common Elements on which there is located any portion of the electrical or communications system exclusively giving a particular Unit or Units, including, but not limited to, telephonic and cable wires and boxes, shall be a Limited Common Element assigned to the Unit or Units which is or are exclusively served by such electrical or communications system.

(f) Each mailbox assigned to a Unit.

11. COMMON WALLS

Each common wall built as part of the original construction of any attached Dwelling Unit and located on the Lot line between the Dwelling Units shall constitute a common wall, and to the extent not inconsistent with the provision of this Article, the general rules of law regarding such walls and of liability or property damages due to negligent or willful acts or omissions shall apply thereto. In the event any portion of any structure as originally

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constructed, including the common wall or any fence, protrudes over an adjoining Unit, such structure or common wall shall not be deemed to be an encroachment upon the adjoining Unit or Dwelling Unit, and the affected Owners shall neither maintain any action for the removal of a common wall or structure or any action for damages. In the event there is an encroachment as herein described, it shall be deemed that the affected owners have granted a perpetual easement to the adjoining Owner(s) for the continued maintenance and use of said common wall or structure. The foregoing shall also apply to any replacement or reconstruction of any structure or common wall if the same are constructed in accordance with the original construction thereof. This provision shall be perpetual in duration and shall not be subject to change by amendment of the Declaration or otherwise.

(a) Maintenance of Common Wall

The cost of maintaining and repairing each common wall shall be borne equally by the Owners on either side thereof.

(b) Damage to Common Wall

In the event of damage or destruction to a common wall from any cause any Owner making the use thereof shall have the right to repair or rebuild said common wall, and each party, his successors and assigns, shall have the right to full use of said common wall so repaired or rebuilt. The cost of repair or reconstruction of said common wall shall be borne equally by all Owners who make use thereof, except that if any parties' negligence caused damage or destruction of said common wall, such negligent party shall bear the entire cost of repair or reconstruction.

(c) Drilling through Common Wall

Any Owner using a common wall shall have the right to break through the same for the purpose of repairing or restoring sewage, water, or other utility lines, subject to the obligation to restore said common wall to its previous structural condition at his own cost and expense.

12. ADMINISTRATION OF CONDOMINIUM.

(a) Powers and Duties of the Association. The Association shall have the right and power:

(i) to employ, retain, dismiss, and replace agents and employees to exercise and discharge the powers and responsibilities of the Association;

(ii) to make or cause to be made additional improvements on and as a part of the Common Elements;

(iii) to grant or withhold approval of any action by one or more Owners or other persons entitled to occupancy of any Unit if such action would change the exterior appearance of any Unit or any other portion of the Condominium, or elect or provide for the appointment of an architectural control committee to grant or withhold such approval, as attorney in fact on behalf of all Owners and their successors in title;

(iv) to grant easements, leases, and licenses through or over the Common Elements, to accept easements, leases, and licenses benefiting the Condominium or any portion thereof, and to acquire or lease property in the name of the Association as nominee for all Owners. Property so acquired by the Association as nominee for the Owners, and the deed thereto or other instrument granting the same has been recorded, and shall automatically and for all purposes, including, without limitation, taxation, be a part of the Common Elements;

(v) to acquire, lease, and own in its own name, property of any nature, real, personal, or mixed, tangible or intangible; to borrow money; and to pledge, mortgage, or hypothecate all or any portion of the property of the Association for any lawful purpose within the Association's inherent or expressly granted powers;

(vi) to amend the Condominium Instruments, the Articles of Incorporation, Bylaws, and Rules and Regulations of the Association in such respects as may be required to conform to mandatory provisions of the Act or of any applicable law, without a vote of the Owners or consent of the Declarant;

(vii) to make and enforce reasonable rules and regulations governing the use of the Units and the Common Elements and facilities located thereon (hereinafter, the "Rules and Regulations"). Copies of such Rules and Regulations and amendments thereto shall be furnished by the Association to all Occupants prior to the effective date of such Rules and Regulations and amendments thereto. Such Rules and Regulations shall be binding upon the Owners and Occupants and their respective families, tenants, guests, invitees, licensees, servants, and agents unless and until any such Rule or Regulation is specifically overruled, cancelled, or modified by the Board of Directors or in a regular or special meeting of the Association by a Majority Vote of the total eligible votes of the Association, cast by Members in person or by proxy and by consent of the Declarant, so long as Declarant has the right to appoint at least a majority of the Board of Directors pursuant to Section 12, herein. This right shall include the power to impose and assess fines, to suspend temporarily voting rights and the right to use the Common Elements, and to terminate services, to the maximum extent permitted by the Act, to enforce the provisions of this Declaration, and the other Governing Documents of the Association;

(viii) to enter into and upon any Unit and any Limited Common Element for emergency repairs, security, and safety purposes and to effect other repairs, improvements, replacements, or maintenance as is reasonably necessary. Such right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all police officers, firefighters, ambulance personnel and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner, provided, in the event of any emergency, such right of entry shall be immediate. This right of entry shall

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include the right of the Association, at reasonable times, to enter a Unit to cure any condition which may increase the possibility of fire or other casualty in the Condominium in the event an Owner fails or refuses to cure the condition upon request by the Board. To facilitate the Association's right of entry in the event of such emergency as provided herein, the Owner of each Unit, if required by the Association, shall deposit under the control of the Association a key or keys to such Unit;

(ix) to exercise all other rights and powers set forth in the Act, the Georgia Non- Profit Corporation Code, this Declaration, and the other Governing Documents of the Association;

(x) to approve contractors or subcontractors who have access to the Condominium for the purpose of making repairs or improvements to the Units based on rules promulgated and adopted by the Board which may include: financial stability of the contractors and/or subcontractors; history of compliance with the Condominium Documents and rules and regulations of the Association; and other factors that may be reflective of quality and ability. The Board may also impose insurance requirement in excess of those set forth in Section 16 herein; and

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

(b) Board of Directors. Except to the extent otherwise required by the Act, the Georgia Non Profit Corporation Code, this Declaration, or other Governing, the powers herein or otherwise granted to the Association may be exercised by the Board of Directors, acting through the officers, without any further consent or action on the part of the Owners.

13. Declarant Control. The Declarant shall be authorized to appoint and remove any member or members of the Board of Directors and any officer or officers of the Association. The Declarant's authority to appoint and remove members of the Board of Directors and officers of the Association shall in no event extend beyond and shall in all cases expire immediately upon the occurrence of any of the following:

(a) The date as of which Units to which four-fifths ( $\frac{4}{5}$ ) of the undivided interests in the Common Elements pertain shall have been conveyed by the Declarant to Owners other than a Person or Persons constituting the Declarant;

(b) The expiration of four (4) years after the Recording of this Declaration in the Chatham County, Georgia records; 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 the Declaration which is executed and Recorded by the Declarant.

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Upon the expiration of the period of the Declarant's right to control the Association pursuant to this Section, the right to control shall automatically pass to the Owners, including the Declarant if the Declarant then owns one or more Units.

In addition to any right of termination set forth therein, any management contract, any lease of recreational area or facilities, 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 pursuant to subsection (a) of this section shall be subject to cancellation and termination at any time during the 12 months following the expiration of such control period by the affirmative vote of a majority of the total eligible votes of the Association, unless the Owners by a like majority shall have theretofore, following the expiration of such control period, expressly ratified and approved the same. The only exception to the provision would be any lease involving the providing of cable/internet service to the condominium.

14. MAINTENANCE AND REPAIR.

(a) By the Association. Except as may be otherwise specifically provided herein, the responsibility of the Association with respect to maintenance, repair, and replacement shall be to maintain, repair, and replace all portions of the Common Elements. Such responsibility shall include all Limited Common Elements appurtenant to Units (including but not limited to, hallways, entrances, fencing, security gates), except that the Association shall not be responsible for the maintenance, repair, or replacement of any part of the hot water heater system or heating or air conditioning system which is a Limited Common Element appurtenant to a Unit. Except as may be otherwise provided by the Act, the Association shall not be liable for injury or damage to persons or property caused by the elements, any Owner or any other Person, or resulting from utility, rain, snow, or ice which may leak or flow from any portion of the Common Elements or from any pipe, drain, conduit, appliance, or equipment the responsibility for the maintenance of which is that of the Association, nor shall the Association be liable to any Owner for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Common Elements. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, order, or directive of any municipal or other governmental authority.

(b) By the Owner. The responsibility of the Owner with respect to maintenance and repair shall be to maintain, repair, and replace all portions of Owner's Unit, except those portions, if any, which are to be maintained, repaired, or replaced by the Association. The responsibility of the Owner shall include the maintenance, repair, and replacement of any part of the hot water heater system and heating and air conditioning system which is a Limited Common Element appurtenant to the Unit or a part of the Unit, together with all fixtures, equipment and appliances as may be installed in the Unit or located within the boundaries thereof, and all chutes, flues, ducts, conduits, wires, pipes, or other apparatus located within the boundaries of the Unit or deemed to be a part thereof pursuant to Section 6 ("Unit Boundaries") hereof. The responsibility of the Owner shall

also include the maintenance, repair, and replacement of all windows, window frames, screens, and doors (including, but not limited to, door frames and entry doors) which are a part of the Unit. Each Owner shall be responsible for performing these responsibilities in such a manner so as not to unreasonably disturb other persons in other Units. Each Owner shall be responsible for maintaining his Unit. Each Owner shall promptly report to the Association or its agent any defect or need for repairs, the responsibility for the remedying of which is that of the Association. The Association shall have the right, but not the obligation, to make any repair or replacement or to do any cleaning or maintenance, which is the responsibility of the Owner, but which responsibility the Owner fails or refuses to discharge, and in such event the Owner shall be obligated to pay for the cost incurred by the Association for such work. Each Owner shall also be obligated to pay for the cost of repairing, replacing, or cleaning any item which, although the responsibility of the Association, is necessitated by reason of the willful or negligent act of such Owner or such Owner's family, tenants, guests, invitees, licensees, servants, or agents. The cost of any such repair, replacement, maintenance, or cleaning shall be added to and become part of the assessment or portion thereof next coming due to which the Owner is subject, collectible as provided for other assessments.

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(c) Additional Maintenance Responsibility. Notwithstanding any other provision herein to the contrary, the Board of Directors, upon resolution, shall have the authority to require any or all of the Owners to do any act or perform any work, or otherwise refrain from performing any act or any work, involving portions of the Condominium which are the maintenance responsibility of the Owner which will, in the Board's sole discretion, decrease the possibility of fire or other casualty to the Condominium, decrease the possibility of damage to other persons or property (including other Units or the Common Elements) within the Condominium, reduce the insurance premium payable by the Association, or otherwise assist the Association in securing and maintaining such insurance coverage.

The Board's authority hereunder also allow the Board to require Owners:

- (i) to insulate pipes sufficiently or take other preventive measures to prevent freezing of water pipes to include, by way of example and not limitation, the requirement of heating Units to certain temperatures and/or of draining water pipes in the event of a vacancy of a Unit;
- (ii) to limit the ability of Owners to use, store, or keep on the Property flammable materials to include, by way of example and not limitation, propane or other gasoline grills and/or petroleum gasoline, propane or other gasoline;
- (iii) to install smoke detectors; and
- (iv) to take such other measures as the Board may reasonably require.

In the event that an Owner does not comply with any requirement made by the Board of Directors pursuant to this Section, the Association may perform such work at the Owner's cost and expense, which cost and expense shall be added to and become an assessment and lien against the Unit collectible as provided for other assessments. The Association



shall have all rights necessary to implement the requirements of this Section, including, but not limited to, the right to adopt reasonable Rules and Regulations and the right of reasonable entry.

15. ASSESSMENTS.

(a) Purpose of Assessment. The association shall have the power to levy assessments as provided herein and in the Act. The assessments for Common Expenses provided herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and Occupants in the Condominium as may be more specifically authorized from time to time by the Board.

(b) Creation of Lien and Personal Obligation. All sums lawfully assessed by the Association against any Owner or Unit pursuant to the Act or this Declaration, whether for assessments, fines or other charges, shall from the time the same becomes due and payable, be the personal obligation of the Owner and a continuing lien in favor of the Association on the Unit. The recording of this Declaration shall constitute constructive notice or record notice of the existence of the lien and no further recordation of any claims of lien for such assessments, fines, or other charges shall be required. Each Owner of any Unit, by acceptance of a deed, whether or not it be expressed in such deed, is deemed to covenant and agree to pay to the Association such assessments, fines, and other charges. No Owner may waive or otherwise escape liability for such assessments by non-use of the Common Elements or abandonment of his or her Unit. Nothing contained herein shall authorize a reduction or elimination of any portion of an assessment against a Unit because such Unit allegedly does not benefit from some of the expenses relating to the Common Elements. Each Owner shall be liable for each assessment coming due while he is the Owner of the Unit and any subsequent Owner of a Unit shall be jointly and severally liable for any assessment or portion thereof as may be due and payable at the time of conveyance to the subsequent Owner, provided that the rights of any subsequent Owner to recover from the prior Owner any amounts due by the prior Owner and paid by the subsequent Owner shall not be prejudiced thereby. Notwithstanding the foregoing, in the event that the holder of a First Mortgage or a secondary purchase money Mortgage (provided that neither the grantee nor any successor grantee on the secondary purchase money Mortgage is the seller of the Unit) or any other person acquires title to any Unit as a result of foreclosure of any such Mortgage or by deed in lieu thereof, such holder or other person and his or its successors, successors-in-title, and assigns, shall not be liable for, nor shall such Unit be subject to a lien for, any assessment or charge hereunder chargeable to such Unit on account of any period prior to such acquisition of title; provided, however, that such unpaid share of an assessment or assessments shall be deemed to be Common Expenses collectable from the Owners of all Units, including the Unit acquired at the foreclosure sale or by deed in lieu of foreclosure. In the event that the Association acquires title to a Unit, the Association shall be exempt from all assessments during the period of its ownership thereof.

(c) Annual Assessments. The amount of all Common Expenses not specially or specifically assessed pursuant to the provisions of this Declaration, less the amount of all undistributed and unreserved common profits, pursuant to Section 44-3-80 of

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the Act, shall be allocated among and between all Units existing in the Condominium in accordance with each Unit's Percentage Interest. The Board of Directors shall prepare and submit in writing to the Owners an estimated budget of the Common Expenses for the each fiscal year to be delivered to each Owner at least thirty (30) days prior to the date on which said budget is to be effective, together with notice of the amount of the annual assessment based on such budget payable by each Owner. If the estimated budget proves inadequate for any reason, the Board of Directors may levy at any time a further assessment against the Owners and notify the Owners accordingly. If for any reason an annual budget is not made as required hereby, an installment payment in the amount required by the last prior assessment shall be due on the first (1<sup>st</sup>) day of each month until changed by a new assessment. Each Owner shall be obligated to pay the annual assessment to the Association in equal monthly installments in advance on or before the first (1<sup>st</sup>) day of each month, or in such other reasonable manner as the Board of Directors shall designate.

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(d) Special Assessments. In addition to the annual assessment authorized above, and in addition to any special assessments for reconstruction or repair of casualty damage, the Board of Directors may levy special assessments for the purpose of defraying, in whole or in part, the cost of any capital addition to, capital improvement of, or repair or replacement of a portion of the Common Elements (including, but not limited to, the necessary fixtures and personal property attached thereto) or for the cost of defraying, in whole or in part, any other lawful expense of the Association. Notwithstanding the foregoing, except as provided in Sections 14, 15, and 19 hereof, any special assessment per Unit in excess of an average of Two Hundred Dollars (\$200.00) per fiscal year (or such higher amount as may be permitted by the Act) shall require the approval of a majority of the Owners. Unless the special assessment covers an expense which is charged to the Association on a "per Unit" basis, Owners shall be assessed for special assessments under this Section in the proportions as a Unit's Percentage Interest and the due dates of any such special assessments shall be as specified by the Board of Directors.

(e) Capital Reserve Budget and Contribution. After the expiration of the Declarant's right to appoint and remove officers and directors of the Association, pursuant to the Bylaws, the Board of Directors shall annually prepare a capital reserve budget which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital reserve contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital reserve budget, with respect both to amount and timing by equal annual assessments over the period of the budget. The annual capital reserve contribution required, if any, shall be fixed by the Board and included within the budget and assessment as provided in subparagraph (c) of this Paragraph. A copy of the capital reserve budget shall be distributed to each member in the same manner as the operating budget.

Notwithstanding any other provisions of this Declaration, during the time the Declarant appoints the directors and officers of the Association pursuant to the Bylaws, Declarant shall not be required to prepare a capital reserve budget, set any other capital reserve contribution, or otherwise collect amounts for capital reserves.

(f) Specific Assessments. Any Common Expenses occasioned by the conduct of any Owner or any family member, tenant, guest, invitee, licensee, servant or agent. Of any Owner shall be specifically assessed against such Owner's Unit or Units. Any other Common Expenses of the Association benefiting less than all of the Units or significantly disproportionately benefiting all of the Units shall be assessed equitably among the Units so benefited; provided, however, that nothing in this Section shall permit the Association to specifically or disproportionately allocate Common Expenses for periodic maintenance, repair, and replacement of any portion of the Common Elements or the Units which the Association has the obligation to maintain, repair, or replace. Any expense relating to an optional service provided by or through the Association may be specifically assessed against those Units utilizing such service. The specific assessments provided for in this Section shall be levied by the Board of Directors, and the amounts and due dates of such specific assessments so levied shall be as specified by the Board.

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(g) Non-Payment of Assessments; Remedies of Association. In the event that an Owner or Owners fails to pay any assessment, or portion thereof, when due, all such assessments, together with all late charges, interest, costs, and reasonable attorneys' fees in the maximum amount permitted by the Act shall be the personal obligation of the Owner and a charge against and continuing lien on the Unit. If any assessment, or portion thereof, is not paid within ten (10) days after the due date, then a late charge, not in excess of the greater of Ten Dollars (\$10.00) or ten percent (10%) of the amount of each delinquent assessment or installment shall also be included in the lien and shall be due and payable to the Association. The personal obligation of the Owner and lien for assessments shall also include interest at a rate of ten percent (10%) per annum (or such higher amount as may be permitted by the Act from time to time) on any assessment, installment, delinquency, or late charge from the date such sum was first due and payable. The personal obligation of the Owner and lien for assessments shall further include costs of collection, including court costs, the expenses of sale, any expenses required for the retention or preservation of the Unit, and reasonable attorneys' fees actually incurred. The personal obligation of the Owner and lien for assessments shall also include the fair rental value of the Unit from the time of the institution of suit until the sale of the Unit at foreclosure or until the judgment rendered in such suit is otherwise satisfied. If any delinquent assessment or portion thereof is not paid within ten (10) days after written notice is given to the Owner to make such payment, the entire unpaid balance of the assessment may be accelerated at the option of the Board of Directors and may be declared immediately due and payable in full, and legal proceedings may be instituted to enforce such personal obligation and lien. Such notice shall be sent by certified mail, return receipt requested, to the Owner both at the address of the Unit and at any other address or addresses the Owner may have designated to the Association in writing, specifying the amount of the assessments then due and payable, together with authorized late charges and interest accrued thereon. The lien for such assessments may be foreclosed by the Association by an action, suit, judgment and foreclosure in the same manner as other liens for the improvement of real property. The Board of Directors, acting on behalf of the Association, shall have the power to bid on the Unit in any foreclosure sale and to acquire, hold, lease, encumber, and convey the same. Nothing in this Subsection 12(e) shall be construed to prohibit actions pursuant to Section 44-3-76 of the Act to recover sums for which this Section 15 ("Assessments") creates a lien.

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(h) Priority of Lien. The lien created by this Section shall be prior and superior to all other liens except only (i) liens for ad valorem taxes on the Unit; (ii) the lien of any First Mortgage on the Unit; (iii) the lien of any Mortgage recorded prior to the recording of this Declaration; and (iv) the lien of any secondary purchase money Mortgage covering the Unit, provided that neither the grantee nor any successor grantee on the Mortgage is the seller of the Unit.

(i) Statement from Association. Any Owner, Mortgagee of a Unit, or person having executed a contract for the purchase of a Unit, or lender considering the loan of funds to be secured by a Unit, shall be entitled upon request to a statement from the Association or its managing agent setting forth the amount of assessments past due and unpaid (with late charges and interest applicable thereto) against the Unit. Such request and response of the Association shall meet the requirements of Section 44-3-109 of the Act. A fee in the amount of Ten Dollars (\$10.00) or such higher fee as may be permitted by the Act from time to time) shall be payable by the party requesting such statement, prior to the issuance of such a statement.

(j) Surplus Funds and Common Profits. Pursuant to Section 44-3-108 of the Act, common profits from whatever source shall be applied to the payment of Common Expenses. Any surplus funds remaining after the application of such common profits to the payment of Common Expenses shall, at the option of the Board of Directors, either be distributed to the Owners or credited to the next assessment chargeable to the Owners in proportion to the liability for Common Expenses attributable to each Unit, or added to the Associations capital reserve as set forth in (g) above.

(k) Working Capital Fund. The Declarant, on behalf of the Association, shall establish a working capital fund to meet unforeseen expenditures or to purchase any additional equipment or services. A non-refundable contribution to the working capital fund of the Association shall be collected from the initial purchaser of each Unit in the amount of two (2) months of the general assessment charged to such Unit. The Declarant shall not use the working capital funds to defray any of its expenses, reserve contributions, or construction costs or to make up any budget deficits while it is in control of the Association.

16. EASEMENTS. The following easements are hereby reserved and established.

(a) Use and Enjoyment. Every Owner, his family, tenants, servants, and guests, shall have a right and easement of use and enjoyment in and to the Common Elements for the purposes for which they are intended, and such easement shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

(i) The right of the Association to impose reasonable limitations on the number of guests of Owners or Occupants;

(ii) The right of the Association to control and restrict the use and enjoyment thereof as provided herein which shall include but not be limited to the right of

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the Association to limit the use and enjoyment thereof to the Owners and their respective families, tenants and guests, as well as to provide for the exclusive use and enjoyment of specific portions thereof at certain designated times by a Owner, his family, tenants and guests;

(iii) The right of the Association to govern the operation of the Common Elements by promulgating reasonable Rules and Regulations with respect thereto as set forth herein, including, but not limited to, the right of the Association to charge reasonable admission and other fees for the use of any of the facilities situated upon the Common Elements (which charges and fees, unless paid separately, shall be added to and become a part of the assessment or portion thereof next coming due to which the Owner is subject);

(iv) The right of the Association to borrow money for the purpose of improving the Common Elements and, in aid thereof, to mortgage said property, whereupon the rights of any such mortgagee in said property shall be subordinate to the rights of the Owners hereunder;

(v) The right of the Association to suspend an Owner's right to use the Common Elements for any period during which any assessment or other charge against such Owner's Unit remains unpaid or for infraction of any provision of this Declaration, the Bylaws, or the Rules and Regulations of the Association; and

(vi) The right of the Association to grant easements, permits, and licenses as provided for herein or by the Act.

(b) Structural Support. Every portion of a Unit or the Common Elements which contributes to the structural support of another Unit or the Common Elements shall be burdened with an easement of structural support. No Owner shall be permitted to demolish his Unit except to the extent that such demolition may be required to repair or rebuild the Unit when the same has been partially or totally destroyed.

(c) Encroachments. If any chimney, flue, exhaust, or other ventilating structure, wire, pipe, duct, conduit, or other apparatus servicing any Unit passes through or encroaches upon any other Unit, valid easements for the encroachment and for the maintenance, replacement, and repair thereof shall exist. If any portion of the Common Elements encroaches upon any Unit, or if any Unit encroaches upon any other Unit or upon any portion of the Common Elements, as a result of the construction, reconstruction, repair, renovation, restoration, shifting, settlement, or movement of any portion of the Condominium, a valid easement for the encroachment and for the maintenance, repair, and replacement thereof shall exist so long as the encroachment exists.

(d) Association Easements.

(i) There shall be an easement in favor of the Association through the Units, Common Elements, and Limited Common Elements for the installation, maintenance, repair, and replacement of Units, Common Elements, and Limited Common Elements. Use of this easement shall only be during normal business hours, except that

access may be had at any time in the case of emergency.

(ii) There shall be a general easement in favor of the Association, its directors, employees, officers and agents (including, but not limited to, any manager employed by the Association) to enter upon the Property or any portion thereof in the performance of their respective duties. Except in the event of emergencies, this easement is to be exercised only during normal business hours and then, whenever practicable, only upon advance notice to the Owner(s) or Occupant(s) directly affected thereby.

(iii) The Association, by and through its Board of Directors, shall have the right, privilege, power, and authority to grant permits, licenses, easements, and restrictions upon, over, across, above, and under the Common Elements for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance, ongoing development, or operation of the Condominium. In addition, there shall be a general assignable easement in favor of the Association, in, on, over, across and under all portions of the Condominium, and expressly including the Units, for installing, replacing, repairing, and maintaining all utilities and other community services, including, but not limited to, gas, water, sanitary sewer, storm sewer, telephone, cable television and electricity, and other community services if and when installed, such as, but not limited to, a master television antenna, cable television system, or security system should the Association determine to have such a system or systems installed. Should any Person furnishing any such utility service request a specific easement by separate recordable document, the Association shall have the right to grant such an easement.

(e) Utility Easement. To the extent that any utility line, pipe, wire, or conduit serving any Unit or Units shall be wholly or partially within the boundaries of another Unit, such other Unit shall be burdened with and there is and shall be hereby reserved and created an easement for the use, maintenance, repair, and replacement of such utility line, pipe, wire, or conduit, such easement to run to the benefit of the Unit or Units served by the same.

17. ARCHITECTURAL CONTROLS AND USE RESTRICTIONS. To promote harmony among the Owners and thereby protect the value of the Units, all portions of the Condominium shall be subject to the restrictions set forth in this Section and to such supplemental Rules and Regulations as may be adopted from time to time by the Board.

(a) Architectural Controls. To preserve the architectural appearance of the Condominium, no construction of any nature whatsoever shall be commenced or maintained by any Owner or Occupant which would change the exterior appearance of any Unit Limited Common Element, or Common Element or any other portion of the Condominium, nor shall any exterior addition, change, or alteration thereto be made, unless and until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors or by an architectural committee appointed by the Board of Directors. The Board of Directors, or its designated architectural committee, shall have the right to adopt reasonable architectural standards and procedures with respect to

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construction, additions, or alterations as to any portion of the Condominium and the same shall be enforceable as if set forth herein. An Owner may make improvements and alterations within his Unit; provided, however, that no Owner shall make any alterations in a Unit or remove any portion thereof or make any additions thereto or do anything which might alter, jeopardize, or impair the safety, soundness, or structural integrity of that Unit or any other Unit without first obtaining the written consent of the Board of Directors and all Owners affected thereby. Before approving an alteration or improvement that might alter, jeopardize, or impair the safety, soundness, or structural integrity of any Unit, the Association shall have the right to employ an engineering firm, architectural firm or other qualified professional to make a determination as to the effect of the proposed alterations and improvements on the Units and the Common Elements. In such event, the Owner proposing the alteration or improvement shall be responsible for all costs and expenses thereby incurred by the Association, regardless of the outcome of the determination. The Owner shall be responsible for ensuring that all alterations and improvements made to such Owners' Unit are performed in a good and workmanlike manner and that the Persons employed to perform the work are properly qualified and insured or bonded. Any potential or actual structural deficiencies or problems discovered by an Owner or by any person employed by the Owner shall be reported by the Owner to the Board within ten (10) days of the date of discovery. An Owner shall not impair any easement without first obtaining the written consent of the Association and of the Owner or Owners and their Mortgagees for whose benefit such easement exists.

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(b) Residential Use. The Units in the Condominium shall be and are restricted exclusively to residential use and no trade or business of any kind may be conducted in or from a Unit or any part of the Condominium either as a primary or accessory use of either the Unit or any portion of the Condominium; provided, however, an Owner or Occupant may conduct such business activities within the Unit so long as;

- (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the Unit;
- (ii) the business activity does not regularly involve Persons or vehicles coming onto the Condominium Property who do not reside in the Condominium;
- (iii) the business activity does not include the storage or placement of any tools of a particular trade in any area which can be viewed from the Common Elements or any other Unit;
- (iv) the business activity does not include the storage or placement of hazardous or dangerous materials on the property;
- (v) the business activity conforms to all zoning requirements for the Property;
- (vi) the business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the ability of the Association to obtain or retain insurance coverage; and
- (vii) the business activity is consistent with the residential character of the development, does not require use of Common Element utilities, and does not constitute a nuisance or a hazardous or offensive use, as may be determined in the sole discretion of the Board of Directors.

(c) Timesharing. No Unit shall be made subject to any type of

timesharing, fractional interest ownership, or similar program whereby the right to exclusive use of a Unit rotates between or among timeshare owners, who may or may not be members of a program, on a fixed or floating time schedule over a period of years.

(d) Signs. Except as may be required by legal proceedings, no "For Sale" or "For Rent" signs or other signs or advertising posters of any kind shall be maintained or permitted on any portion of the Property without the prior express written permission of the Board of Directors of the Association. The Board of Directors may establish standards for any permitted signs and posters upon the Property, and there shall be no deviation from such standards without the prior written consent of the Board of Directors. Notwithstanding the foregoing, the provisions of this Section shall not apply to a "For Sale" or "For Rent" sign posted by a Mortgagee who becomes the Owner of a Condominium Unit as purchaser at a judicial or foreclosure sale conducted with respect to a First Mortgage or secondary purchase money Mortgage or as transferee pursuant to any proceeding in lieu thereof, subject to reasonable Rules and Regulations established by the Board of Directors with respect to such "For Sale" signs.

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

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

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

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

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

(f) Vehicles.

Each Unit may have use of one (1) parking space, no assigned spaces.

Disabled and stored vehicles are prohibited from being parked on the Condominium. For purposes hereof, a vehicle shall be considered "disabled" if it does not have a current license tag or is obviously inoperable. A vehicle shall be considered "stored" if it remains



on the Condominium without being driven for fourteen (14) consecutive days or longer, without prior written Board permission.

Boats, trailers, jet-skis and trailers for same, panel trucks, buses, trucks with a load capacity of one (1) ton or more, vans (excluding vans used by handicapped persons, mini-vans, or utility vehicles used as passenger vehicles and receiving a "car" or "passenger vehicle" classification by the Georgia Department of Motor Vehicles), recreational vehicles, (RVs and motor homes), vehicles used primarily for commercial purposes, and vehicles with commercial writings on their exteriors other than Sheriff's, Marshall's, or police officer's vehicles marked as such, are also prohibited from being parked in the Condominium, except in areas which may be designated by the Board as parking areas for particular types of vehicles.

If any vehicle is parked on any portion of the Condominium in violation of this Paragraph or in violation of the Association's rules and regulations, the Board or agent of the Association may place a notice on the vehicle specifying the nature of the violation and stating that after twenty-four (24) hours the vehicle may be towed or booted. The notice shall include the name and telephone number of the person or entity that will so the towing or booting and the name and telephone number of a person to contact regarding the alleged violation. If twenty-four (24) hours after the notice is placed on the vehicle the violation continues or thereafter occurs again within six (6) months of such notice the Board or agent of the Association may have the vehicle towed or booted in accordance with the notice, without further notice to the Owner or user of the vehicle.

If a vehicle is parked in the driveway, is blocking another vehicle or access to another Owner's Unit or parking space, is obstructing the flow of traffic, or otherwise creates a hazardous condition, no notice shall be required and the Board or agent of the Association may have the vehicle towed immediately. If a vehicle is towed in accordance with this subparagraph, neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage as a result of the towing activity. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow or boot.

(g) Nuisances. No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of the Condominium, except in containers specifically designated for such purpose, nor shall any odors be permitted so as to render any portion of the Condominium unsanitary, unsightly, offensive or detrimental to persons using or occupying other portions of the Condominium. No obnoxious or offensive activity shall be carried on, within or upon the Condominium, nor shall anything be done thereon which may become an annoyance to other Owners. 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 Condominium Property. Any siren or device for security purposes shall contain a device which causes it to automatically shut off within a reasonable time after sounding. Stereo equipment and similar devices shall be operated so as not to be audible from any other Unit or the Common Elements. The display or shooting of fireworks or firecrackers is expressly forbidden. Any such Owner, or his family, servants, agents, invitees or guests, who shall dump or place any trash or debris upon any portion of

the Property, except in the containers described above, shall be liable to the Association for the actual cost of the removal thereof or the sum of Seventy Five Dollars (\$75.00), 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 Owner is subject.

(h) Pets. No animals, livestock, reptiles, bird, poultry, or other non-human living creature of any kind shall be raised, bred, or kept on any part of the Property, except that an Owner may keep two (2) cats and one (1) dog per Unit, provided that they are not kept, bred, or maintained for any commercial purpose and do not endanger the health or unreasonably disturb the Owner of any Units or any resident thereof; provided the Board of Directors may, by adoption of Rules and Regulations, prohibit from the Property and the Units, animals which are determined by the Board to be dangerous to the health, safety, or welfare of the Owners, to expressly include, but not be limited to, the prohibition of keeping a dog of any size, weight or type. No pet enclosures shall be erected, placed, or permitted to remain on any part of the Common Elements. No pet enclosure shall be erected, placed or permitted to remain on any Limited Common Elements assigned to a Unit unless the same shall be approved in advance in writing by the Board of Directors. No pets shall be left unattended on any Common Element or Limited Common Element. Pets may not be chained or tied to the outside of any building or any other part of the Common Elements. The keeping of pets and their ingress, egress, and travel upon the Common Elements shall be subject to such Rules and Regulations as may be issued by the Board of Directors. Upon the written request of any Owner, the Board of Directors shall have the power and authority to determine, in its sole and absolute discretion, whether, for the purposes of this Section, a particular animal or bird is a generally recognized household pet, whether such animal or bird endangers the health or unreasonably disturbs the Owner of any Unit or any resident thereof, or whether the number of animals or birds in any Unit is unreasonable and shall have the right to require the Owner of a particular pet to remove such pet from the Condominium if such pet is found to be in violation of these restrictions. Pets shall be under leash when walked or exercised in any portion of the Common Elements. No pet shall be permitted to leave its droppings on any portion of the Common Elements and the Owner of such pet shall immediately remove the same. The Board of Directors shall have the right to fine the Owner or Occupant of the Unit for any violations of the foregoing pet restrictions as further provided in Section 24(e) hereof. Any Owner shall be liable to the Association for the cost of cleanup or repair of any damage to the Common Elements caused by the pet of such Owner or an Occupant or the family, tenant, guest, invitee, licensee, servant, or agent of the Owner or Occupant and the same shall be added to and become a part of the portion of any assessment next coming due to which such Owner is subject. The Board of Directors may, in its sole discretion, establish an annual pet fee chargeable to those Owners who keep pets within their Units to defray the cost of maintaining a pet walk area, if any, and to otherwise defray the cost of repairing damages to the Common Elements caused by pets on the Property. Any such pet fee shall be collectible as an assessment pursuant to Section 15 ("Assessments") hereof.

(i) Prohibited Activities. Obnoxious or offensive activity shall not be carried on in any Unit or in any part of the Common Elements. Each Owner, his family, tenants, guests, visitors, invitees, licensees, servants and agents, shall refrain from any act or use of his Unit or the Common Elements which could reasonably cause

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embarrassment, discomfort, annoyance, or nuisance to the occupants of the Units, or which could result in the cancellation of or increase in the premiums for insurance on any Unit or any portion of the Common Elements, or which could be in violation of any law or governmental code or regulation. The pursuit of hobbies or other activities, including, without limitation, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt, dangerous, or hazardous conditions, shall not be pursued or undertaken on any portion of the Condominium.

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

(k) Exterior Appearance. No awnings, shades, screens, or other items shall be attached to, hung or used on the exterior of any window or door of a Unit or on the exterior of any building without the prior written consent of the Board of Directors. Further, no foil or other reflective material shall be used on any windows for sunscreens, blinds, shades, or any other purpose. No burglar bars on windows or doors, whether on the interior or exterior thereof, shall be permitted. All shades, drapery linings and other window treatments visible from the exterior of a Unit on any window or door must be designed and manufactured for that purpose and shall be white, off-white, or such other color as shall be approved by the Board of Directors. 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 Condominium, nor shall any clothing, rugs, or any other item be hung on any railing enclosing any stairway or entrance

(l) Temporary Structures, etc. No structures of a temporary character, trailer, tent, shack, carport, garage, barn, or other outbuilding, structure or facility shall be used as a residence or sleeping quarters on any portion at any time, either temporarily or permanently.

(m) Use of Common Elements. Except for the right of ingress and egress, the Owners and Occupants of Units are hereby prohibited and restricted from using any of the Common Elements, except as may be allowed by the Board of Directors or as expressly provided herein. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all Owners and is necessary for the protection of said Owners.

(n) Lighting. Except for seasonal decorative lights during the holiday season (Thanksgiving Day through January 15), no lighting shall be installed or kept on the exterior of any Unit without the prior written consent of the Board.

(o) Planting or Gardening. No planting or gardening shall be done or maintained upon the Property, except such as have been approved by the Board of Directors.

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(p) Vacant Units. Should a Unit become vacant, the Owner is responsible for securing the Unit while it is unoccupied, including engaging all locks, providing security lighting, and heating the interior sufficient to keep pipes from freezing.

(q) Unightly or Unkempt Conditions. It shall be the responsibility of each Owner to prevent any unclean, unhealthy, or unsightly, or unkempt conditions from existing on or within his Unit, including any patio, deck, porch or other Limited Common Element appurtenant thereto. Any items such as outside patio furniture or other articles that can be viewed from the Common Elements or another Unit shall be maintained in a neat and attractive condition as determined by the Board.

(r) Garage Sales. Garage sales, yards sales, flea markets, or similar activities are prohibited unless approved in writing by the Board of Directors.

(s) Replacing Carpet with Tile or Hardwood Floors. Other than the Declarant, no Owner, Occupant, or any other person may replace carpeting with a tile, marble, vinyl, hardwood floor or other hard surface flooring material, on the interior of a Unit which is located above another Unit without first obtaining written approval of the Declarant or the Board of Directors, as applicable, as set forth in Section 15. Among other factors, the Declarant or the Board of Directors, as applicable, may consider whether the change will cause noise to any Unit below which will exceed the average noise level in Units below Units with carpeted floors and that the weight of such proposed flooring is appropriate and will not cause problems to the structure or subflooring.

The Owner applying for such approval shall provide the Declarant or the Board of Directors, as applicable, with information regarding these factors, as well as other information requested by the Declarant or the Board of Directors regarding the proposed flooring and its effect, provided, however, the noise level requirements shall be considered to be met if the Owner provides a sound transmission test that the proposed flooring will create a noise level less than a standard level set by reasonable regulation of the Declarant or Board of Directors, as applicable.

(t) Storage Units. Storage units shall be used solely for the purpose of storing any personal property belonging to the Owner or Occupant of the unit to which the storage unit is assigned as a Limited Common Element. No Owner or Occupant shall store any explosives, or any flammable, odorous, noxious, corrosive, hazardous or pollutant materials or any other goods in the space, which would cause danger or nuisance to the storage unit or the Condominium. The storage unit shall not be used to house pets of any kind. The storage unit shall not be used for any purposes unlawful or contrary to any ordinance, regulation, fire code, or health code. If hazardous substances are stored, used, generated or disposed of on or in the storage unit or if the storage space becomes contaminated in any manner for which the Owner or Occupant thereof is legally liable, Owner or Occupant shall indemnify and hold harmless the Declarant, Association and Board of Directors from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses and any and all sums paid from settlement of claims, attorney's fees, consultant and expert fees, arising as a result of that contamination by Owner or Occupant.

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(u) General Restriction. No Owner or Occupant shall commit or permit any violation of any insurance policy obtained and maintained by the Association pursuant to the provisions of Section 18 ("Insurance") do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might reasonably (i) result in termination of any insurance policy obtained or maintained by the Association; (ii) adversely affect the right of recovery thereunder; (iii) result in reputable insurance companies refusing to provide insurance as required by Section 18 ("Insurance") hereof or the Bylaws; or (iv) result in an increase in the insurance rate or premium unless, in the case of such increase, the Owner responsible thereof shall pay the same. If the rate of premium payable with respect to policies of insurance obtained and maintained by the Association or with respect to any insurance policy carried independently by any Owner shall be increased or shall otherwise reflect the imposition of a higher rate by reason of anything that is done or kept in a particular Unit, or as a result of the failure of any Owner or occupant to comply with the requirements of insurance policies obtained and maintained by the Association, or as a result of the failure of any such Owner or Occupant to comply with any of the terms and provisions of this Declaration, the Bylaws, or Rules and Regulations, the Owner of that particular Unit shall reimburse the Association and such other Owner respectively for the resulting additional premiums which shall be payable by the Association or such other Owners, as the case may be. The amount of such reimbursement due the Association may, without prejudice to any other remedy to the Association, be enforced by assessing the same to that particular Unit as a Common Expense specifically assessed under Section 15(d) hereof.

(v) Living Guidelines. The purpose of these Living Guidelines is to establish basic guidelines to ensure the maintenance of a positive residential living environment for our community. Every resident/owner is responsible for knowing and following the Living Guidelines.

(i) Respect the rights of other residents to enjoy their residence.

(ii) Owners are completely responsible for ensuring that their guests and or tenants follow the Living Guidelines.

(iii) Quiet time will be from 10pm to 7am Sunday thru Thursday and from 11 pm to 9am Friday and Saturday.

(iv) Music and Television volume must be maintained at a level that does not disturb fellow residents.

(v) Pets are permitted with the approval of the Condominium Assoc. Dogs must be less than 70lbs. Breeds known for their aggressive personalities, such as Pit Bulls, Dobermans, etc. are not permitted. All pets must be licensed, vaccinations maintained, and always on a leash in the building and on the property. Pet owners are responsible for immediate clean-up after their pets.

(vi) Owners are responsible for the cost of cleaning or repairs to common areas resulting from their pets.

- (vii) Pets must be quiet. Pets may not be left tied up:
- (viii) Owners who lease their unit are required to first secure approval from the Condominium Association Board. A bond may be required.
  - a. Owners are responsible for monthly condominium fees.
  - b. Owners are responsible for any damage caused by their tenant to common areas.
  - c. Owners are responsible for legal fees incurred by the Condominium Association in any action taken against a tenant.
  - d. Vehicles are limited to passenger types only. No panel trucks, work equipment, etc. are allowed.
- (1) No oil changes nor repairs of any type are permitted on the property.
- (2) Storage of unlicensed vehicles is not permitted.
- (3) Vehicles are not permitted off the paved areas. Residents will be fined \$50 for the first offense; \$250 for every other offense.
- (ix) Security is the responsibility of every resident. Do not give your security gate access card to anyone.
- (x) Repairs to the interior of a unit are the responsibility of the owner. Damage to another unit or common area caused by another unit will be the responsibility of the owner of the causing unit.
- (xi) No Charcoal Grilles are permitted.

In the event of a violation of the Architectural Controls and Use Restrictions, including the Living Guidelines, the Unit owner will receive a warning; subsequent violations, for violating the same or a different rule, may result in a fine of \$75. Additional violations may result in increases in the fine at the discretion of the Board

#### 18. INSURANCE.

(a) General. The Association shall obtain and maintain at all times, as a Common Expense, insurance as required by Section 44-3-107 of the Act, as amended, and as required herein. At least every two (2) years the Board of Directors shall conduct an insurance review to determine if the policies in force are adequate to meet the needs of the Association and to satisfy the requirements of Section 44-3-107 of the Act, as amended. Such responsibility may be performed, and shall be deemed reasonably performed, by the Board requesting the Association's insurance agent or legal counsel to verify that the insurance policies in existence meet the needs of the Association and satisfy the requirements of Section 44-3-107 of the Act, as amended. The Board of

Directors shall make available for review by the Owners, copies of the Association's insurance policies to allow Owners to assess their personal insurance needs and each Owner shall have the right to obtain additional coverage at his own expense.

(b) Casualty Insurance. The Association shall obtain and maintain at all times, as a Common Expense, a casualty insurance policy or policies affording fire and extended coverage insurance for and in an amount consonant with the full replacement value of all structures within the Condominium. The Association's insurance policy shall cover any of the following types of property contained within a Unit, regardless of ownership: (i) fixtures, improvements and alterations that are part of the building or structure; and (ii) appliances, such as those used for refrigerating, ventilating, cooking, dishwashing, security or housekeeping. In the alternative the Association's insurance policy may exclude betterments and improvements made by the Owner and may exclude the finished surfaces of the walls, floors, ceilings within the Units, and personal property of the Owners. All casualty insurance coverage for the Association shall be written in the name of the Association as trustee for itself, each of the Owners, and the mortgagees of Owners, if any. The Association's casualty insurance policy may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance equals at least the replacement cost of the insured property. The Association's procurement of casualty insurance shall be subject to the following additional provisions.

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

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

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

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

(D) the master policy may not be cancelled, substantially modified, or subjected to non-renewal without at least thirty (30) days prior notice in writing to the Board of Directors and all Mortgagee's of Units;

(E) an agreed value endorsement and an inflation guard

endorsement;

(F) the deductible amount per occurrence for coverage required by the Act should, if reasonably available, not exceed One Thousand and No/100 Dollars (\$1,000.00 (or such higher amount as authorized by the Act); and

(G) The Board of Directors or the insurance provider shall provide insurance certificates to each Owner and each Mortgagee upon request.

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

(iii) In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by individual Owners or their Mortgagee's. Each Owner shall notify the Board of Directors of all structural improvements made by the Owner to his or her Unit. Any Owner who obtains an individual insurance policy covering any portion of the Condominium, other than improvements and betterments made by such Owner at his or her expense and personal property belonging to such Owner, shall file a copy of such individual policy or policies with the Board of Directors within thirty (30) days after the purchase of such insurance. Such Owner shall also promptly notify, in writing, the Board of Directors in the event such policy is cancelled.

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

(v) Every Owner shall be obligated to obtain and maintain at all times insurance covering those portions of such Owner's Unit to the extent not insured by policies maintained by the Association. Upon request by the Board, the Owner shall furnish a copy of such insurance policy or policies to the Association. In the event that any such Owner fails to obtain insurance as required by this subparagraph, the Association may purchase such insurance on behalf of the Owner and assess the cost thereof to the Owner, to be collected in the manner provided for collection of assessments in Section 15 ("Assessments"), hereof.

(vi) In the event of an insured loss, any required deductible shall be considered a maintenance expense to be paid by the person or persons who would be responsible for such loss in the absence of insurance. If the loss affects more than one Unit or a Unit and the Common Elements, the cost of the deductible may be apportioned equitably by the Board among the parties suffering loss in proportion to each affected Owner's portion of the total cost of repair. Notwithstanding the foregoing, if the insurance policy provides that the deductible will apply to each Unit separately or to each occurrence,

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each Owner shall be responsible for paying the deductible pertaining to his or her Unit, if any. If any Owner or Owners fail to pay the deductible when required under this subparagraph, the Association may pay the deductible and assess the cost to the Owner or Owners pursuant to Section 15 ("Assessments") of this Declaration; provided, however, where the deductible is for insurance required under the Act, no Owner shall be assessed more than One Thousand and No/100 Dollars (\$1,000.00), or such higher amount as authorized by the Act, as the cost of the deductible for any one occurrence.

(c) Other Insurance. In addition to the insurance required hereinabove, the Board shall obtain as a Common Expense:

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

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

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

#### 19. REPAIRS AND RECONSTRUCTION.

In the event of damage to or destruction of all or any part of the Condominium as a result of fire or other casualty, unless the Owners of the damaged Units, together with Owners of other Units to which Fifty-One Percent (51%) of the total eligible votes of the Association pertain, vote not to proceed with the reconstruction and repair of the structure, the Board of Directors or its duly authorized agent shall arrange for and supervise the prompt repair and restoration of the structure. In the event of substantial damage or destruction, each institutional holder of a First Mortgage shall be entitled to written notice of the damage, and nothing in this Declaration shall be construed to afford a priority to any Owner with respect to the distribution of proceeds to any such Unit.

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

(b) Source and Allocation of Proceeds. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair, as determined by the Board of Directors, or if at any time during the reconstruction and repair or upon completion of reconstruction and repair the funds for the payment of the costs thereof are damaged in proportion to the damage to such Unit or Units or against all Owners in the case of insufficient funds to cover damage to the Common Elements; provided, however, that in such event, each Owner shall be responsible for any betterments and improvements made by such Owner and not covered by the Association's insurance. The foregoing assessment shall not be considered a special assessment pursuant to Section 15(c), hereof. If after repair and reconstruction is completed there is a surplus of funds, such funds shall be common funds of the Association to be used as directed by the Board of Directors.

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

(d) Encroachments. Encroachments upon or in favor of Units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis for any proceeding or action by the Owner upon whose property such encroachment exists, provided that such reconstruction or repair was substantially in accordance with the architectural plans under which the Condominium was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the reconstructed or repaired building shall stand.

(e) Construction Fund. The net proceeds of the insurance collected on account of a casualty and the funds collected by the Association from assessments against Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in appropriate progress payments to such contractors, suppliers, and personnel performing the work or supplying materials or services for the repair and reconstruction and repair of the buildings as are designated by the Board of Directors.

## 20. LEASING OR SALE OF UNITS.

(a) Sale of Units.

(i) General. The right of any Owner to sell, transfer, or convey the Owner's Unit shall not be subject to any right of first refusal or any similar restriction in favor of the Association under the provisions of this Declaration and there shall be no restriction on the right of an Owner to Mortgage his Unit.

(ii) Notice of Sale. Each Owner shall, within ten (10) days of listing or advertising the Unit for sale, notify the Association in writing of his intention to sell the Unit. The selling Owner shall provide the purchasing Owner at the closing with copies of all of the Governing Documents. The selling Owner and the purchasing Owner shall have a joint and several liability and obligation to deliver to the Board of Directors, within ten (10) days of the date of the closing, an acknowledgement of receipt executed by the purchasing Owner acknowledging purchasing Owner's receipt of copies of the Governing Documents, together with a copy of the closing statement and such other information as the Board may reasonably require. Failure to provide the aforementioned items and information required herein shall constitute a violation of this Declaration.

(b) Leasing of Units.

(i) Limitations on Leasing. Limitations on the right of any Owner to Lease his Unit shall be subject to any and all additional rules or regulations approved by the Board of Directors.

(ii) Leasing Provisions. Such leasing as is permitted by this Section of the Declaration shall be governed by the following provisions:

(A) General. Units may be leased in their entirety only. No transient tenants may be accommodated in a Unit. All Leases shall be in writing. The Owner must make available to the tenant copies of the Declaration, Bylaws, and the Rules and Regulations.

(B) Provisions Incorporated by Reference. Any Lease agreement for a Unit at Hoover Creek Plantation Condominium shall be deemed to contain the following provisions, whether or not expressly therein stated, and each Owner covenants and agrees that any Lease of a Unit shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the Lease by the existence of this covenant. Any lessee, by occupancy of a Unit, agrees to the applicability of this covenant and incorporation of the following language into the Lease:

(i) Liability for Fines and Other Charges. Lessee agrees to be jointly and severally liable with the Owner for payment of all fees, fines, and other charges which become due as a consequence of lessee's activities, including, but not limited to, activities which violate provisions of the Declaration, Bylaws, or the Rules and Regulations.

(ii) Financial Obligation to Association. Upon the failure of the Owner to pay any assessments, fees, fines, or other charges due to the Association under the Declaration, lessee shall, upon request by the Association, pay to the Association all rents and other charges payable to the Owner under the lease until such delinquency is satisfied. All such payments made by lessee to the Association shall

reduce, by the same amount, lessee's obligation to make monthly rental payments to the Owner. It shall be the responsibility of the Association and not of the lessee to account to the Owner for funds actually received by the Association from the lessee.

(III) Compliance With Declaration, Bylaws, and Rules and Regulations. Lessee agrees to abide by and comply with all provisions of the Declaration, Bylaws, and Rules and Regulations. Any violation by lessee of the Declaration, Bylaws, or Rules and Regulations is deemed to be a violation of the terms of the Lease and authorizes the Owner to terminate the Lease without liability and to evict the lessee in accordance with Georgia law. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Declaration, Bylaws, and Rules and Regulations, including but not limited to, the power and authority to evict the lessee on behalf and for the benefit of the Owner, in accordance with Georgia law and the terms hereof. In the event that the Association proceeds to evict the tenant, any costs, including attorney's fees and court costs, associated with the eviction shall be specially assessed against the Owner thereof in accordance with the provisions of Section 12(d), such being deemed hereby as an expense which benefits the leased Unit and the Owner thereof.

(iv) Association as Third Party Beneficiary. The Association is a third party beneficiary of the foregoing terms of the Lease.

(v) Use of Common Elements. By Leasing a Unit, the Owner of such Unit thereby transfers and assigns to the lessee, for the term of the Lease, any and all rights and privileges that the Owner has to use the parking spaces, recreational facilities, and other amenities that are a part of the Common Elements. During the term of such Lease, the Owner shall not be entitled to use and enjoyment of the parking spaces, recreational facilities, and other amenities that are a part of the Common Elements. This Section shall not apply to any Owner who resides in the Unit during the term of the Lease.

## 21. LEASING OR SALE OF GARAGE UNITS.

### (a.) Sale of Garage Units.

#### (i) Specific.

a.) Only a Owner or a Purchaser of a Condominium Unit can purchase a Garage Unit.

b.) A Garage Unit is to convey perpetually with the initial Condominium Unit with which the Garage Unit was initially purchased in conjunction with.

c.) A Garage Unit will not be sold individually after it has been initially sold except back to the Association or to a Unit Owner.

(i) General. The right of any Owner to sell, transfer, or convey the Owner's Unit with the Garage Unit shall not be subject to any right of first refusal or any similar restriction in favor of the Association under the provisions of this Declaration and there shall be no restriction on the right of an Owner to Mortgage his Unit and Garage Unit.

(ii) Notice of Sale. Each Owner shall, within ten (10) days of

listing or advertising the Unit and Garage Unit for sale, notify the Association in writing of his intention to sell the Unit. The selling Owner shall provide the purchasing Owner at the closing with copies of all of the Governing Documents. The selling Owner and the purchasing Owner shall have a joint and several liability and obligation to deliver to the Board of Directors, within ten (10) days of the date of the closing, an acknowledgement of receipt executed by the purchasing Owner acknowledging purchasing Owner's receipt of copies of the Governing Documents, together with a copy of the closing statement and such other information as the Board may reasonably require. Failure to provide the aforementioned items and information required herein shall constitute a violation of this Declaration.

(b.) Leasing of Garage Unit:

(i) No Garage Unit shall be leased by Owner to a Non-Hoover Creek Plantation Condominium Owner.

22. DOCK AND MARINA RULES AND REGULATIONS

Use of the marina and dock facilities of the Hoover Creek Plantation Condominium Association, Inc. is subject to the following rules and regulations:

(a.) Use of the marina and dockage facilities of Hoover Creek Plantation Condominium is limited to the members of the Hoover Creek Plantation Condominium Association, Inc., their immediate family and invited guests.

(b.) Anyone using the marina and dock facilities shall at all times conduct themselves in an appropriate manner and refrain from dangerous, offensive or disruptive conduct. No one who is intoxicated or under the influence of mind altering drugs may use the Association's marina and dock facilities. Members shall be responsible for the conduct of their family members and guests and shall see to it that they also adhere to the rules of conduct set forth herein.

(c.) There shall be no swimming from slips or docks at any time.

(d.) There shall be no water skiing in the slips or in any area within fifty feet of docks. There shall be no skiing to or from any floating docks.

(e.) No crabbing, fishing or sunbathing will be permitted on the floating docks. These activities are, however, permitted on the fixed pier as long as they do not interfere with the use of the launching facilities or floating docks.

(f.) Children under the age of 12 years shall not be allowed on the docks unless accompanied by an adult. Children under the age of 12 must wear life preservers at all times while on floating docks.

(g.) No inboard or outboard motor may be operated from the Association docks unless it is equipped with a properly muffled exhaust.

(h.) No members boat shall be moored at any space, other than his assigned wet storage space, for a period exceeding two hours at a time and not, overnight, without the permission of the Chairman of the dock committee.

(i.) Under no circumstances will any boat tie alongside a boat that is

properly moored to a dock without the consent of the dockside boat's owner.

(j.) No boats are to exceed their no wake speed in the vicinity of the slips or docks.

(k.) No boating, fishing or personal equipment shall be stored or repaired on the docks in a manner that will create an unsightly appearance or block access along the docks. Any painting or repairs to boats will be done in such a way as to avoid interference with the use of the docks by any other members and to insure that the docks and other boats are not damaged or defaced in any manner.

(l.) Under no circumstances is charcoal cooking or any other type of open flame to be used on any of the docks or boats.

(m.) The owner and/or operator of any type of inboard, inboard-outboard boat (whether gasoline or diesel powered) will be held responsible to make certain that all engines (including auxiliary generator), all open flames, electric lights and appliances and smoking have been secured prior to taking on fuel.

(n.) No member shall at any time throw any trash overboard from any of the docks or their boat. Members shall be responsible for removing their trash from the premises.

(o.) It will be the responsibility of each owner and/or operator of a gasoline powered boat to run the bilge blower for a period of five minutes and in addition to this, physically check the bilge for fuel fumes prior to starting gasoline engines.

(p.) Pumping of oily bilges, discharge of drained engine oil, or overboard discharge of fuel will not be permitted on any Association docks. As a matter of information, the U.S. Coast Guard can fine a boat owner up to \$10,000 if there is even so much as an oily sheen on the water. This is policed full-time by the Coast Guard from their boats, helicopters and inspection teams in vehicles. When you change engine oil, you are responsible for the proper removal and disposal of such oil.

(q.) No one except the boat owner and/or his guest are to go on board any boat moored at the docks on the premises.

(r.) No vessel moored at the Association docks shall be used as a place of residence and living aboard shall be prohibited. Occupying a vessel for more than 48 hours shall be deemed be living aboard. Commercial operations from Association docks are strictly prohibited.

(s.) No person owning or operating a vessel moored at the Association docks shall operate a marine toilet at any time so as to cause or permit to pass or to be discharge into the waters of the Hoover Creek, any untreated sewage or other waste matter or contaminant of any kind. Members must use the Association's pump-out facilities and dockside waste water collection systems.

(t.) Boats belonging to guests may be operated from the Association facilities, providing that the guest is accompanied by a member.

(u.) Members of the Association in good standing who own boats may apply to the Association to lease a vacant slip. Applications will be considered on the basis of the date of the member's execution of a lease agreement in such form as the Association may require. While the earliest date will receive first consideration, in some cases a later request may be placed ahead in order to match vessels with space

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available. . A member's use of a slip will be subject to payment of such subscription fees and assessments as the Association may require.

(v.) Use of the Association's marina and dock facilities is subject to the terms and conditions of the Association's dock permit. All persons are expected to use these facilities in such a manner so as not to jeopardize the Association's rights under the permit to maintain the marina and dock facilities for the use of the Association's members and guests.

23. MORTGAGEE'S RIGHTS.

(a) Unless at least fifty-one percent (51%) of the first Mortgagees and Unit Owners give their consent, the Association or the membership shall not:

(i) by act or omission seek to abandon or terminate the Condominium;

(ii) change the pro rata interest or obligations of any individual Unit for the purpose of (1) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (2) determining the pro rata share of ownership of each Unit in the Common Elements;

(iii) partition or subdivide any Unit in any manner inconsistent with the provisions of this Declaration;

(iv) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Elements (the granting of easements or licenses, as authorized herein, shall not be deemed a transfer within the meaning of this clause); or

(v) use hazard insurance proceeds for losses to any portion of the Condominium (whether to Units or to Common Elements) for anything other than the repair, replacement, or reconstruction of such portion of the Condominium.

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

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

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such acquirer, its successors and assigns. Additionally, such acquirer shall be responsible for all charges accruing subsequent to the passage of title, including, but not limited to, all charges for the month in which title is passed.

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

(i) any condemnation loss or any casualty loss greater than ten thousand dollars (\$10,000.00) which affects a portion of the Condominium or any Unit on which there is a first Mortgage held by such Eligible Mortgage Holder;

(ii) any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a first Mortgage held by such Eligible Mortgage Holder which remains unsatisfied for a period of sixty (60) days, and any default in the performance by an individual Unit Owner of any other obligation under the Condominium Instruments which is not cured within sixty (60) days;

(iii) any lapse, cancellation, or modification of any insurance policy or fidelity bond maintained by the Association; or

(iv) any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders, as specified herein.

(d) Any holder of a first Mortgage shall be entitled, upon written request, to receive within a reasonable time after request, a copy of the financial statement of the Association for the immediately preceding fiscal year, free of charge to the Mortgagee so requesting.

(e) Notwithstanding anything to the contrary herein contained, the provisions of Paragraphs 20 and 21 governing sales and leases shall not apply to impair the right of any first Mortgagee to:

Mortgage; or

(ii) take a deed or assignment in lieu of foreclosure; or

(iii) sell, lease, or otherwise dispose of a Unit acquired by the Mortgagee.

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

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

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

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

24. ASSOCIATION'S OBLIGATION TO PROVIDE GOVERNING DOCUMENTS. The Association shall be required to make available to Owners, prospective purchasers, lenders, and the holders, insurers and guarantors of the First Mortgage on any Unit, current copies of the Governing Documents and shall provide copies of the Governing Documents to such persons upon payment of a reasonable charge therefore. All other books, records, and financial statements of the Association shall be available for inspection by the Owners pursuant to the provisions of Georgia Non Profit Corporation Code.

25. PREPARER. This Declaration was prepared by Alex James Moore, Attorney at Law, 600 Commercial Court, Suite "C", Savannah, GA 31406.

26. ENFORCEMENT.

(a) Each Owner and occupant of a Unit shall comply strictly with this Declaration, the Bylaws, and Rules and Regulations of the Association, as any of the same may be amended from time to time. Any lack of such compliance shall be grounds for an action to recover sums due, for damages, or injunctive relief, or any other remedy available at law or in equity, maintainable by the Association or, in any proper case, by one or more aggrieved Owners, on their own behalf or as a class action. Inasmuch as the enforcement of the provisions of this Declaration, the Bylaws, and Rules and Regulations is essential for the effectuation of the general plan of the Condominium and for the protection of present and future Owners, it is hereby declared that any breach thereof cannot be adequately compensated by recovery of damages, and that the Association, or any aggrieved Owner, in addition to all other remedies, may require and shall be entitled to the remedy of injunction to restrain any such violation or breach or threatened violation or breach.

(b) The Association shall have the right to suspend an Owner's voting rights, to suspend an Owner's right to use the Common Elements, and to terminate any services provided or paid for by the Association for any period during which any assessments or other charges owed to the Association remain unpaid, and, for any violation of any provision of this Declaration, the Bylaws, or Rules and Regulations, for the duration of the infraction and for an additional period not to exceed thirty (30) days; provided, however, that no such suspension of use or termination of service shall deny any Owner or Occupant access to the Unit owned or occupied, or cause any hazardous or

unsanitary condition to exist. Notwithstanding any other provision of this Declaration, those services listed in Section 44-3-76 of the Act, including without limitation, water, gas, electricity, heat, and air conditioning services, being provided to a Unit or Owner by the Association may be terminated for failure to pay assessments and other amounts due pursuant to this Declaration and Section 44-3-109(a) of the Act, subject to the suspension standards and notice requirements imposed on the institutional providers providing such services to the Condominium, only after a final judgment or final judgments in excess of a total of Seven Hundred Fifty and No/100 Dollars (\$750.00) (or such other amount as may be specified by the Act) are obtained in favor of the Association from a court of competent jurisdiction. The utility services shall not be required to be restored until the judgment or judgments are paid in full. All common expenses for termination of any services pursuant to this provision shall be an assessment and a lien against the Unit, collectible as provided in Section 15 ("Assessments") hereof.

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(c) In the event of any failure to comply strictly with this Declaration, the Bylaws, or Rules and Regulations, the Board of Directors may, in addition to exercising the other remedies provided for herein, levy fines against the Owner or Occupant for such failure in an amount which the Board, in its sole discretion, determines to be reasonable under the circumstances. Each day or time a violation is continued or repeated after written notice is given to the Owner or Occupant to cease and desist shall be considered a separate violation. All fines shall be an assessment and a lien against the Unit collectible as provided in Section 15 ("Assessments") hereof.

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(d) In addition to all other remedies set forth herein, the Association, or any duly authorized agent thereof, shall, after ten (10) days written notice, 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 Owner, 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; provided, however, that no notice shall be required in cases of emergency. Notwithstanding the foregoing, the Association shall have the right to immediately tow, at the owner's expense, without any additional notice or period in which to correct such violation, any improperly parked or prohibited vehicle as identified herein or within the Bylaws or Rules and Regulations. Neither the Association, nor its officers, directors, employees, or agents shall be deemed guilty or liable for any manner of trespass for such entry, abatement, or removal. All costs and expenses incurred pursuant to this paragraph shall be an assessment and a lien against the Unit collectible as provided in Section 15 ("Assessments") hereof.

(e) Should the Association employ legal counsel to enforce this Declaration, the Bylaws, or Rules and Regulations, all costs incurred in such enforcement, including reasonable attorney's fees actually incurred, shall be paid by the violating Owner and shall be an assessment and a lien against the Unit collectible as provided in Section 15 ("Assessments") hereof.

(f) No delay, failure, or omission on the part of the Association or any aggrieved Owner in exercising any right, power, or remedy shall operate as a waiver, bar, or otherwise affect its right to exercise or enforce any right, power, or remedy provided for herein. No right of action shall accrue nor shall any action be brought or

maintained by anyone whomsoever against 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 of this Declaration, the Bylaws, or Rules and Regulations, however long continued, or for adopting provisions which may be deemed unenforceable.

27. AMENDMENTS.

(a) Except as otherwise provided for herein, this Declaration may be amended by the affirmative vote, written consent, or any combination of the affirmative vote and written consent of the members of the Association holding Fifty-One Percent (51%) of the total eligible votes thereof.

(b) In the event that a meeting is held to consider an amendment to this Declaration, notice of the meeting shall state the fact of consideration and state either the subject matter of the proposed amendment or that a copy of the proposed amendment is attached thereto. Any Owner not present at a meeting at which an amendment is considered may evidence their consent to such amendment, thereafter, in writing. No amendment shall be effective until a certified copy is filed in the Chatham County, Georgia records.

(c) Notwithstanding any other provision contained herein to the contrary, each Owner, by acceptance of a deed or other conveyance of a Unit, agrees that, if requested to do so by the Board of Directors, such Owner will consent to the amendment of this Declaration, Bylaws, Articles of Incorporation, Rules and Regulations, or any Condominium Instrument (i) such amendment is necessary to bring any provision hereof or thereof into compliance or conformity with, or remove any conflict or inconsistency with, the provisions of any applicable governmental statute, rule, regulation, including, without limitation, the provisions of the Act, or judicial determination which shall be in conflict therewith; (ii) such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Units; (iii) 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 any Unit; or (iv) such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Units.

(d) Notwithstanding any provision in this Declaration which may be construed to the contrary, any amendment to this Declaration which would change, alter, modify, or rescind any right, title, interest, or privilege herein expressly granted to the holder of any Mortgage affecting any of the Units shall require the prior written approval of such holder. In the event that any amendment to this Declaration is construed as having changed, altered, modified, or rescinded any such right, title, interest, or privilege granted to the holder of any Mortgage affecting any Unit under the terms of the Declaration prior to such amendment, such provision shall be deemed not applicable to such holder and the provision otherwise governing as contained in the original Declaration shall be deemed controlling.

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(e) The Association, by vote of the Board of Directors pursuant to Sections 44-3-106l and 44-3-106(f) of the Act, is hereby empowered to amend the Condominium Instruments, Articles of Incorporation, and Bylaws, or any of them, in such respects as may be required to conform with the mandatory provisions of the Act, or any applicable governmental statute, including, but not limited to, laws or statutes passed by the United States of America, the State of Georgia, Chatham County, Georgia, or the City of Savannah, Georgia, or to the terms of this Declaration.

28. GENERAL PROVISIONS.

(a) Eminent Domain. In the event that all or part of the Condominium shall be taken by any authority having the power of eminent domain, the allocation of the award of such condemnation and all related matters, such as the reallocation of undivided interests in the Common Elements, and liabilities for assessments and votes, shall be handled pursuant to and in accordance with the then applicable provisions of the Act. If there are no such provisions of the Act then in effect, the allocation of the award and related matters shall be handled pursuant to and in accordance with those provisions of the Act relating thereto in effect as of the date that this Declaration is Recorded in Chatham County, Georgia. If any Unit or portion thereof or the Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the First Mortgagee will be entitled to timely written notice of any such proceeding or proposed acquisition. No provision of this Declaration or of any other document establishing the Condominium will entitle the Owner or other party to priority over any First Mortgagee with respect to the distribution of the proceeds of any award or settlement relating to the Unit to which the First Mortgagee hold a security interest.

(b) Rights of Third Parties. This Declaration shall be recorded pursuant to the provisions of the Act for the benefit of the Owners and their Mortgagee's as herein provided. No adjoining real 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. Subject to the rights of Mortgagees, as herein provided, the 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 real property owner or third party.

(c) Partition, Termination and Withdrawal of Property. The Common Elements shall remain undivided. Unless the condominium form of ownership hereby established is terminated or the Property is withdrawn from the Condominium, as hereinafter provided, no Owner nor any other Person shall bring any action for partition or division of the whole or any part of any Unit or of the whole or any part of the Common Elements. The Condominium may be terminated or a portion of the Property may be withdrawn from the Condominium only in strict accordance with and pursuant to the then applicable provisions of the Act, and all matters relating to such termination or withdrawal shall be handled in accordance with such provisions of the Act. If there are no such provisions of the Act then in effect, then such termination or withdrawal and related matters shall be handled pursuant to and in accordance with those provisions of the Act

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relating thereto in effect as of the date that this Declaration is Recorded in Chatham County, Georgia.

(d) Duration. The covenants, terms, conditions, easements, and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, the Owner of any property subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns. To the maximum extent permitted by Georgia law, the covenants, terms, conditions, easements, and restrictions of this Declaration shall have perpetual duration.

(e) 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 the Board of Directors, will best effect the intent of the general plan of the Condominium. The provisions hereof shall be liberally interpreted, and, if necessary, shall be so extended or enlarged by implication as to make them fully effective. In the event of any conflicts or inconsistencies between the Act, the Georgia Nonprofit Corporation Code, this Declaration, the Bylaws, and the Rules and Regulations, the terms and provisions of the Act, the Georgia Nonprofit Corporation Code, the Declaration, the Bylaws and the Rules and Regulations, in that order, shall prevail.

(f) Gender and Grammar. The use of the masculine gender in this Declaration shall be deemed to include the feminine and neuter genders, and vice versus, and the use of the singular shall be deemed to include the plural whenever the context so requires.

(g) 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 provision 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 several.

(h) Covenants Running with the Land. All provisions of this Declaration shall be construed and are covenants running with title to the Units and shall be enforceable equitable servitudes and restrictive covenants and inure to and bind all Owners and their successors, assigns, heirs, executors, and administrators.

(i) Association Consent. The Association, by acceptance of its rights and powers hereunder, approves, consents to, and accepts the terms of the foregoing and all of its terms, provisions, conditions, and covenants.

(j) No Waiver. No failure to enforce or delay in enforcing any provision or restriction of this Declaration shall be or be deemed to be a waiver of the right to enforce such provision or restriction against the same person or any other person in any situation. Subject to the provisions of the Act, the Board of Directors shall be authorized to grant variances from the covenants and restrictions of this Declaration, provided such variances must be in writing and must be determined by the Board to be in the best interests of the Association. Any such variance granted by the Board shall not be or be deemed to be a precedent binding on the Board in any future case.

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(k) Titles. The paragraph or section titles at the beginning of each numbered paragraph or section of this Declaration are for convenience only, and the words contained therein shall not be considered to expand, modify, change, or aid in the interpretation, construction, or meaning of this Declaration.

(l) Rule Against Perpetuities. If any of the covenants, terms, conditions, easements, restrictions, or other provisions of this Declaration shall be unlawful, void, or violable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of the United Kingdom of Great Britain and Northern Ireland.

(m) SECURITY. THE ASSOCIATION OR THE DECLARANT MAY, BUT SHALL NOT BE REQUIRED TO, FROM TIME TO TIME, PROVIDE MEASURES OR TAKE ACTIONS WHICH DIRECTLY OR INDIRECTLY IMPROVE SAFETY ON THE CONDOMINIUM; HOWEVER, EACH OWNER, FOR HIMSELF OR HERSELF AND HIS OR HER TENANTS, GUESTS, LICENSEES, AND INVITEES, ACKNOWLEDGES AND AGREES THAT NEITHER THE ASSOCIATION NOR THE DECLARANT IS A PROVIDER OF SECURITY AND NEITHER PARTY SHALL HAVE A DUTY TO PROVIDE SECURITY ON THE CONDOMINIUM. FURTHERMORE, THE ASSOCIATION DOES NOT GUARANTEE THAT NON-UNIT OWNERS AND NON-OCCUPANTS WILL NOT GAIN ACCESS TO THE PROPERTY AND COMMIT CRIMINAL ACTS ON THE PROPERTY, NOR DOES THE ASSOCIATION GUARANTEE THAT CRIMINAL ACTS ON THE PROPERTY WILL NOT BE COMMITTED BY OTHER UNIT OWNERS OR OCCUPANTS. IT SHALL BE THE RESPONSIBILITY OF EACH OWNER TO PROTECT HIS OR HER PERSON AND PROPERTY AND ALL RESPONSIBILITY TO PROVIDE SUCH SECURITY SHALL LIE SOLELY WITH EACH UNIT OWNER. NEITHER THE ASSOCIATION OR THE DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SAFETY MEASURES UNDERTAKEN.

(n) Window Treatments. All windows in the Units must have window treatments which shall consist of two inch (2") horizontal blinds or shutters. The color of all window treatments visible from outside the Unit must be white or off-white. Bed sheets shall not be used as window treatments.

(o) Effective Date. The effective date of this Declaration shall be the date of its Recording.

(p) Governing Law. This Declaration shall be construed under and in accordance with the laws of the State of Georgia.

(q) Duty of Owners to Inform the Association of Current Address. Each Owner shall have the affirmative duty and obligation to inform the Association in writing of any change of the Owner's current address. All notices hereunder shall be deemed given if sent to the Unit address or to such other last known address as the Owner may designate by written notice to the Association.

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IN WITNESS WHEREOF, the Declarant, hereby executes this Declaration as of the  
30th day of December, 2004.

DECLARANT:

Posada-Hoover Creek, LLC

BY: Frank Anthony  
Frank Anthony

ITS: Manager

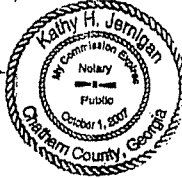
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Signed, sealed and delivered  
in the presence of:

[Signature]  
Unofficial Witness

[Signature]  
Notary Public  
My Commission Expires:

[Notary Seal]



Hoover Creek Condo Partners, LLC

BY: Fred Cuppy  
Fred Cuppy

ITS: Manager

Signed, sealed and delivered  
in the presence of:

[Signature]  
Unofficial Witness

[Signature]  
Notary Public  
My Commission Expires:

[Notary Seal]

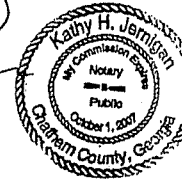


Exhibit "A"

All that certain lot, tract, parcel of land situate, lying and being in Chatham County Georgia being known and designated as Hoover Creek Plantation Condominium as shown on that certain map or plat of said condominium recorded in condominium plat Book 2 , Pages 99A and B of the records of The Clerk of the Superior Court of Chatham County, Georgia.

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Exhibit "B"

PERCENTAGE INTEREST

<u>Unit Number</u>	<u>Percentage Interest</u>
--------------------	----------------------------

Unit 1- 224 each as to an undivided	.45% (1/224 <sup>th</sup> )
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Exhibit "A"

All that certain lot, tract, parcel of land situate, lying and being in Chatham County Georgia being known and designated as Hoover Creek Plantation Condominium as shown on that certain map or plat of said condominium recorded in condominium plat Book 2 , Pages 99A and B of the records of The Clerk of the Superior Court of Chatham County, Georgia.

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HOOVER CREEK PLANTATION PARTNERS,LLC CONDO ASSOCIATION, INC.  
ESTIMATED ANNUAL BUDGET  
FY 2005

EXHIBIT "D"

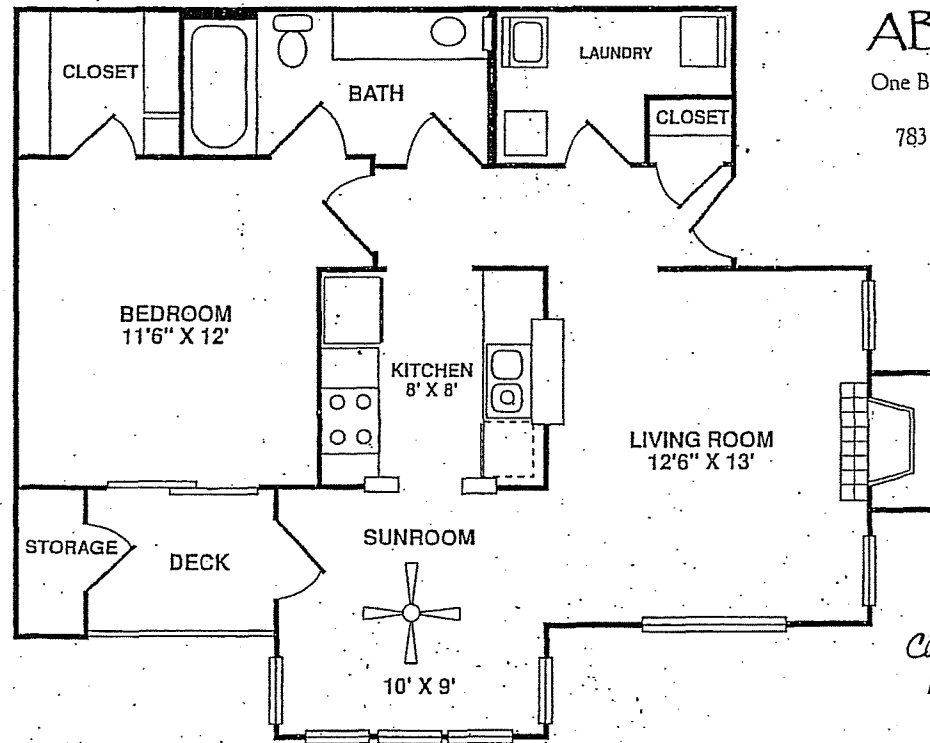
HOOVER CREEK PLANTATION CONDOMINIUM ASSOCIATION 2005 BUDGET			
<b>GENERAL AND ADMINISTRATIVE</b>			
Insurance (GL)	\$130,500.00		
Insurance (Crime)	\$ 1,200.00		
Office Supply/Postage	\$ 2,400.00		
Annual Audit	\$ 2,600.00		
Fire Protection	n/a	\$136,900.00	
<b>UTILITIES</b>			
Electricity	\$ 33,200.00		
Water	\$ 12,500.00		
Gas	n/a		
Garbage - Waste Mgmt	\$ 4,600.00		
Garbage - City of Savannah	\$ 30,000.00		
Telephone	\$ 600.00	\$ 81,100.00	
<b>REPAIRS AND MAINTENANCE</b>			
Water	\$57,960		
Pool Maintenance	\$ 2,000.00		
Pool Supply	\$ 4,000.00		
Pool Repair	\$1,000		
Fitness Room	\$750		
Building Maintenance	\$ 30,000.00		
Miscellaneous Maintenance	\$ 3,544.00		
Building Repair	\$ 20,000.00		
Grounds Maintenance	\$ 75,200.00		
Pest Control	\$ 6,000.00		
Termite Bond	\$ 7,000.00		
Janitorial Supply	\$ 1,200.00		
Gate Repair	\$5,000	\$213,654	
<b>OTHER EXPENSES</b>			
Operating Contingency	\$ 30,000.00		
Taxes	n/a		
Homeowner Management Fees	\$ 33,120.00	\$ 63,120.00	
<b>CONTRIBUTION TO RESERVES</b>			
	\$ 18,600.00	\$ 18,600.00	
<b>TOTAL EXPENSES AND RESERVES</b>			
		\$513,374.00	
<b>ESTIMATED MONTHLY FEE PER UNIT **</b>			
		\$ 155.00	
*: As of 12/23/04, taxes on common areas are unknown from city & county. An assessment may be required at future date.			
**: This is best estimate based on actual & anticipated costs taken from records of former property owner.			

EXHIBIT "E1-E6"

FLOOR PLANS

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EXHIBIT "E-1"



**ABACO**

One Bedroom / One Bath  
Garden  
783 Rentable Sq. Ft.

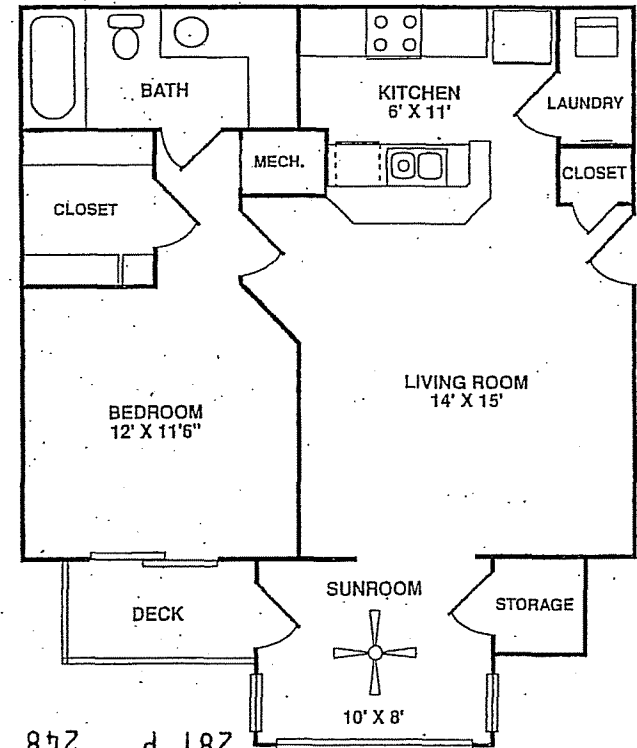
*Condo Book 2  
page 100 A*

Hoover Creek Plantation Condominium  
for Posada-Hoover Creek, LLC and Hoover Creek Condo Partners, LLC  
Condominium Plat Book 2, Pages 99 A & B

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EXHIBIT E-2"

Hoover Creek Plantation Condominium  
for Posada-Hoover Creek, LLC and Hoover Creek Condo Partners, LLC  
Condominium Plat Book 2, Pages 99 A & B



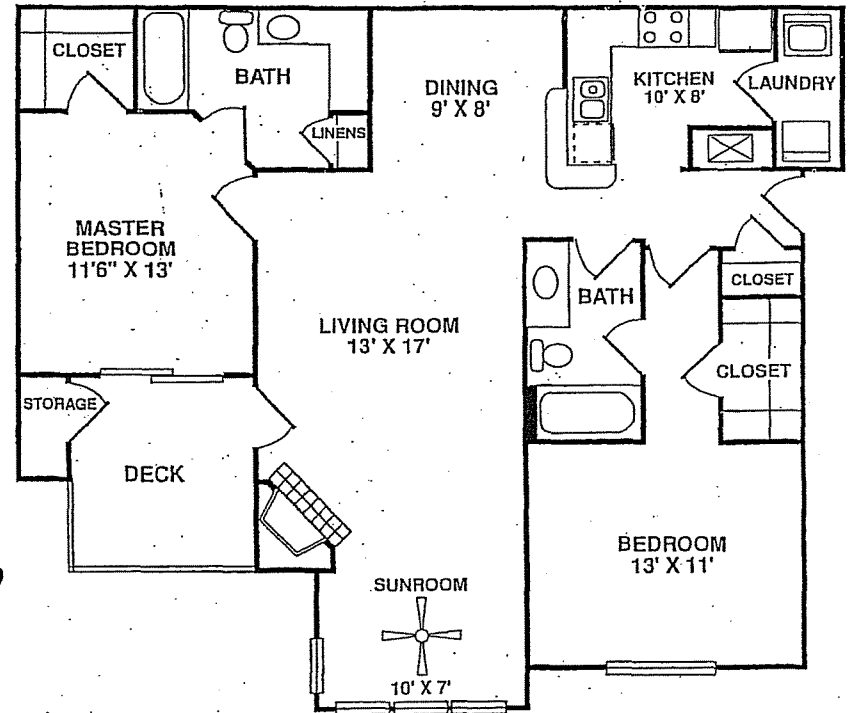
PAGE 800K

ARUBA

One Bedroom / One Bath  
Garden  
786 Rentable Sq. Ft.

Condo Book 2  
page 100 B

EXHIBIT E-3"



## BARBADOS

Two Bedroom / Two Bath  
Garden  
1261 Rentable Sq. Ft.

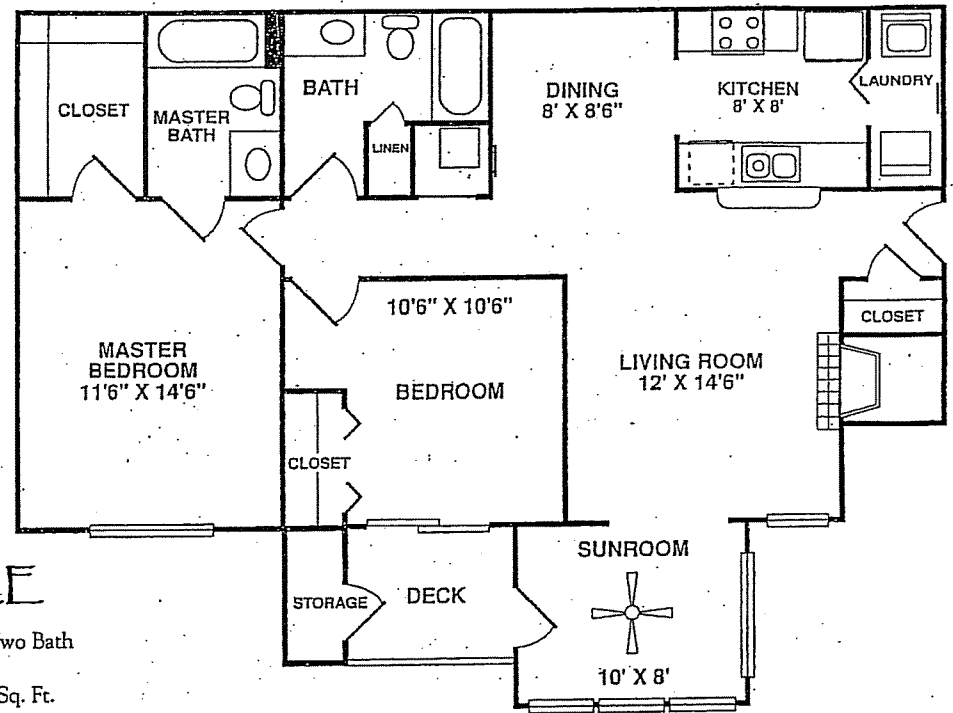
Hoover Creek Plantation Condominium  
for Posada-Hoover Creek, LLC and Hoover Creek Condo Partners, LLC  
Condominium Plat Book 2, Pages 99 A & B

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*Condo Book 2  
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EXHIBIT E-4"



# BELIZE

Two Bedroom / Two Bath  
Garden  
1103 Rentable Sq. Ft.

Hoover Creek Plantation Condominium  
for Posada-Hoover Creek, LLC and Hoover Creek Condo Partners, LLC  
Condominium Plat Book 2, Pages 99 A & B

*Condo Book 2  
page 100 D*

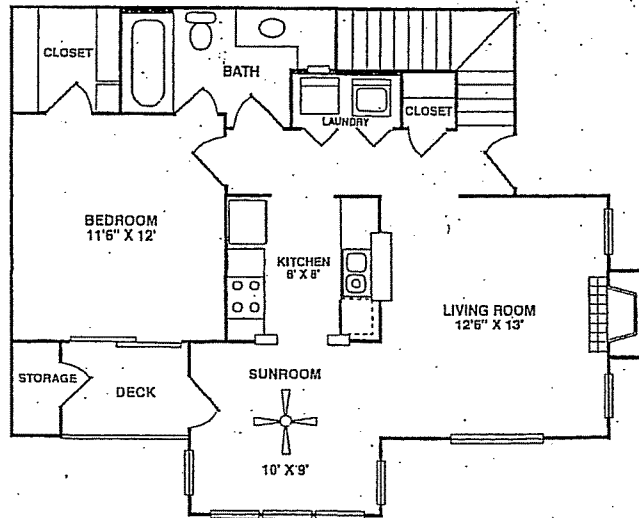
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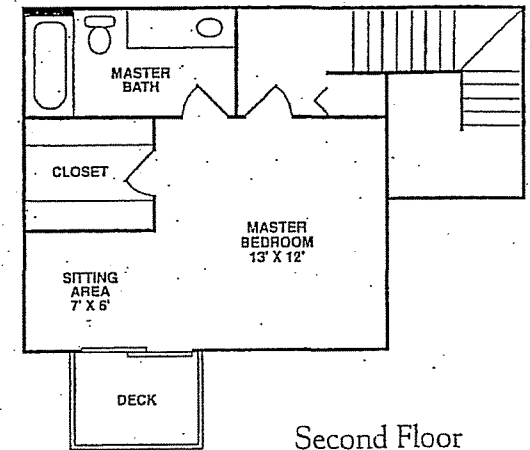
EXHIBIT E-5"

# CAYMAN

Two Bedroom / Two Bath  
Townhouse  
1197 Rentable Sq. Ft.



First Floor



Second Floor

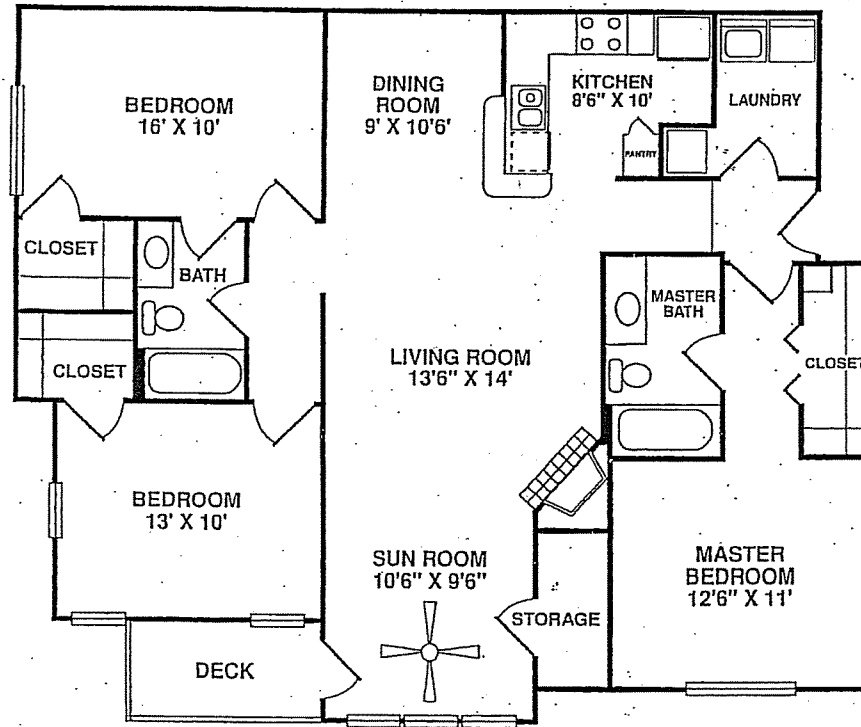
Hoover Creek Plantation Condominium  
for Posada-Hoover Creek, LLC and Hoover Creek Condo Partners, LLC  
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EXHIBIT E-6"



# TORTOLA

Three Bedroom / Two Bath  
Garden  
1409 Rentable Sq. Ft.

Hoover Creek Plantation Condominium  
for Posada-Hoover Creek, LLC and Hoover Creek Condo Partners, LLC

*Condo Book 2  
page 100 F*

**RONALD W. ERICKSON, ARCHITECT, A.I.A.**

424 BARNARD STREET SAVANNAH, GEORGIA 31401

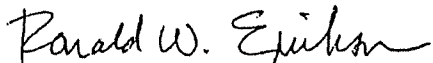
Telephone: 912-234-2669 FAX: 912-232-2681

January 4, 2005

To Whom It May Concern:

I have reviewed the six (6) basic unit types at the Hoover Creek Condominiums in Savannah, Georgia and find that the attached unit floor plans (identified as Exhibits E1 through E6) accurately depict the layout of these units and that the room sizes indicated are within acceptable tolerances; they are rounded up or down to the nearest 6- inch increment.

Certified by,



Ronald W. Erickson, Architect  
Georgia Registration No. 2662



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EXHIBIT "F"

DEVELOPER STATEMENTS  
(Consisting of 4 Pages)

October 20, 2004

DEVELOPER STATEMENT ON CONDITION OF HOOVER CREEK PLANTATION, 12300 APACHE AVENUE, SAVANNAH, GEORGIA

The following is in response to the August 24, 2004, Condition Report submitted by Engineer Brad W. Korte of Real Estate Advisory, LLC:

- A four (4) year rotational external maintenance program will be instituted to address the following:
  - The aluminum siding on each building will be cleaned through a power-washing process.
  - Exterior doors, trims and railings will be scrapped and painted as needed.
  - Soffits in common area breezeways will be repaired and painted as needed.
  - Ceilings in common area breezeways will be painted as needed.
- The property and each building is covered by a termite bond and receives regularly scheduled termite and pest control services.
- Concrete walkways and stairwells throughout the property will be repaired as needed.
- Each Unit that undergoes remodeling will receive the following:
  - New coat of paint
  - Some new light fixtures
  - Microwave over stove
  - New kitchen faucet
  - New bathroom faucet in sink
  - New cabinet hardware in kitchen and bathroom
  - New blinds
- Boardwalk will be repaired as needed.

October 20, 2004

HOOVER CREEK PLANTATION PARTNERS, LLC, a Georgia limited liability company

By: Frank Anthony  
Frank Anthony

ITS: CO MANAGER

By: Fred Curry  
Fred Curry

ITS: CO MANAGER

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October 20, 2004

**DEVELOPER STATEMENT ON THE EXPECTED USEFUL LIFE OF MECHANICAL AND ELECTRICAL SYSTEMS AT HOOVER CREEK PLANTATION, 12300 APACHE AVE, SAVANNAH, GEORGIA**

The Developer makes no representations other than those made in Developer Statement on Condition of Hoover Creek Plantation.

**HOOVER CREEK PLANTATION PARTNERS, LLC**, a Georgia limited liability company

By: Frank Anthony  
Frank Anthony

ITS: CO-MANAGER

By: Fred Cappy  
Fred Cappy

ITS: CO-MANAGER

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October 20, 2004

**DEVELOPER STATEMENT ON OUTSTANDING NOTICES OF UNCURED VIOLATIONS OF  
BUILDING CODE at HOOVER CREEK PLANTATION, 12300 APACHE AVE, SAVANNAH, GEORGIA**

The Developer states that there are no known outstanding notices of uncured violations of building code.

HOOVER CREEK PLANTATION PARTNERS, LLC, a Georgia limited liability company

By: Frank Anthony  
Frank Anthony

ITS: CO MANAGER

By: Fred Cuppy  
Fred Cuppy  
ITS: CO MANAGER

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October 20, 2004

**DEVELOPER STATEMENT on ADDITIONAL UNITS, ADDITIONAL  
RECREATIONAL FACILITIES OR OTHER FACILITIES, OR  
ADDITIONAL PROPERTY at HOOVER CREEK PLANTATION, 12300  
APACHE AVE, SAVANNAH, GEORGIA**

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Except as may be provided in the Declaration of Condominium for Hoover Creek Plantation, A Condominium, Hoover Creek Plantation Partners, LLC (the "Declarant") declares that it plans to submit the 52 units in Phase 2 as additional units after March 2006. The Declarant makes no commitment that it will build additional units, additional recreation area or other facilities or additional property to Hoover Creek Plantation, A Condominium (the "Condominium").

**DECLARANT'S STATEMENT CONCERNING ITEMS REQUIRED  
BY O.C.G.A. Section 44-3-111**

The following items are required by Section 44-3-111 of the Georgia Condominium Act:

- (1) Ground Lease (none required or used)
- (2) Contracts (no contracts exceed one year)
- (3) Recreational Leases (none required or used)
- (4) Violations (no outstanding notices of uncured violations of building code or other county or municipal regulations exist).

**HOOVER CREEK PLANTATION PARTNERS, LLC**, a Georgia limited liability company

By: Frank Anthony  
Frank Anthony

ITS: CO-MANAGER

By: Fred Cuppy  
Fred Cuppy

ITS: CO-MANAGER