

BULL RIVER BLUFF CONDOMINIUM ASSOCIATION, INC.

INDEX TO DECLARATION

Paragraph	Page
1. Submission to Condominium Ownership	1
2. Definitions	2
3. Description of Units	3
4. Common Elements	4
5. Shares of Common Elements and Liability for Common Expenses	5
6. Limited Common Elements	5
7. Easements	6
8. Maintenance Responsibility, Party Walls, and Architectural Controls	8
9. Insurance and Casualty Losses	16
10. Minor Repairs	21
11. Association	22
12. Common Expenses and Assessments	23
13. Purpose of Property and Use Restriction Thereon	27
14. Expandable Condominium	29
15. Right of First Refusal	31
16. Rule Making and Enforcement	32
17. Conveyances/Easements	33
18. Notice of Lien or Suit	34
19. Notices	34
20. Renewal of Covenants and Restrictions	34
21. Waiver	34
22. Declarant Control	35
24. Construction	35
25. Maintenance and Management Agreement	35
26. Amendments	36
27. Miscellaneous	37

Filed For Record At 2:55 O'clock P.M. on the 19th Day of March 1987. Recorded in Record Book 133-8 Folio 585 In the 19th Day of March 1987.

CLERK SUPERIOR COURT, CHATHAM CO., GA.

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

585

THIS DECLARATION made this 9th day of March, 1987,
by The John Jones Company, hereinafter called "the Declarant,"
for itself, its successors, grantees and assigns.

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

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

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

See attached Exhibit A for description
and for metes and bounds

which lands are hereby called "the land."

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

(d) The common elements of the Condominium shall
consist of the entire Land submitted to the condominium form of
ownership hereunder, including all parts of buildings erected on
said Land and not included in the Units and not separate

See Amendment per 133-X-635, 137-N-451, 137-P-164

RECORDED
MAR 19 1987
CLERK SUPERIOR COURT
CHATHAM COUNTY, GEORGIA

facilities as shown on the plans of the Condominium and as described herein. The common element shall include, without limitation, the following:

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

(2) All driveway areas and all parking areas;

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

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

(5) All service and maintenance facilities and spaces;

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

(7) Swimming pool area; and

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

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

(a) "Association" means the (name) and its successors.

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

(c) "Building" shall mean the composite of all Units comprising a single structure. The Units and/or buildings shall be identified on the Plats and Plans recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, as required by the Act.

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

162X6

(1) Fees and expenses of managing and administering the Association. 587

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

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

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

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

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

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

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

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

(e) "Garage Unit(s)" shall refer to those Units depicted on the Plans and Plats of the Condominium and limited in use to the storage of automobiles and personal effects of the owners of said Garage Units.

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

(g) "Majority" except where otherwise provided by the Act, the Articles of Incorporation of the Association, or the By-Laws, shall mean the number of Unit owners, or their proxies, entitled to cast fifty-one (51%) percent or more of the total votes of the Association in accordance with the voting rights as

determined by the Act, this Declaration, Association and By-Laws and amendments thereto.

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

(i) "Residential Unit(s)" shall refer to all Units of the Condominium, except Garage Units, said Units being restricted to residential use for owners or their lessees.

(j) "Unit" and "Units" as used in this Declaration and the By-Laws, shall be synonymous and shall be as defined in §3 of the Act and shall include all Units in the Condominium, both Residential and Garage.

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

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

(a) Unit Information - The initial improvements to be constructed on the land shall consist of four buildings consisting of one building containing twelve Residential Units and three buildings containing six Garage Units per building.

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

(c) Unit Identification - Prior to the first conveyance of any Unit there will be filed for record in the Office of the Clerk of the Superior Court of Chatham County, Georgia, with this Declaration, a verified statement of a registered architect or licensed professional engineer certifying that the Floor Plans

fully and accurately depict the layout, location, number/letter identification and dimensions of the buildings and the Units therein to be conveyed. Said plans, together with such plats as may have been filed prior thereto, shall further describe the buildings and Units contained therein including the number of stories, the number of Units contained in each building, the principal materials of which the buildings and Units are constructed, the approximate area of each, the number of rooms, immediate common area to which it has access and such other data as may be necessary for its proper identification. Residential Units shall be identified by sequential arabic numbers 25 through 36 and Garage Units shall be identified by sequential alpha-arabic numbers G1 through G18.

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

4. COMMON ELEMENTS.

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

(1) Common Elements Description - The remainder of the land described in Exhibit A which is not included in the Unit and not designated as a limited common element, whether now or hereinafter submitted;

(2) All driveway areas and all parking areas;

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

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

(5) All service and maintenance facilities and spaces;

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

(7) Swimming pool areas; and

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

(b) Ownership - The common elements shall be for the common use of all Unit owners. The ownership of each Unit shall include ownership of the percentage of undivided interest in the common elements as assigned to each Unit in Paragraph 5 hereof. The percentage of interest assigned to the respective Units can be changed only by the consent of all Unit owners expressed in an amendment to this Declaration as hereinafter provided. Each undivided interest is to be conveyed with the Unit to which it is assigned and is included as a part of the title to such Unit. It cannot be separated from the Unit to which it is assigned and cannot be separately conveyed or transferred nor used as security in any manner; it shall be deemed to be conveyed or transferred with the Unit to which it is assigned even though not specifically referred to in the deed of conveyance or other instrument conveying or transferring title to such Unit or creating a security interest therein. The common elements shall remain undivided and no right shall exist to partition except as provided in the Act, this Declaration, Association and By-Laws as they now exist or as they may hereafter be amended.

5. SHARES OF COMMON ELEMENTS AND LIABILITY FOR COMMON EXPENSES. Each Residential Unit owner shall own an equal (6.06%) share in the common elements and in any surplus possessed by the

Association, and shall be liable for an equal (6.06%) share of the common expenses of the Association. Likewise, each Garage Unit owner shall own and be liable for an equal (1.52%) of the common elements, surplus and common expenses. There are a total of 12 Residential Units and 18 Garage Units initially in the Condominium.

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

See
adment
4
for new
para 6

7. EASEMENTS.

(a) Easement of Ingress and Egress - Unit owners and all lawful occupants in the Association shall have an easement of ingress and egress across adjacent property formerly owned by Declarant to Johnny Mercer Drive. The exact location of said easement is more accurately depicted on a plat recorded in the Chatham County Land Records, Plat Record Book 6P, page 128, which description is incorporated by this reference herein, and is granted and assured through the Declaration of Covenants, Conditions and Restrictions concerning said Lands recorded by Declarant prior to the conveyance of said property to Bull River

Inc. Said Declaration of Covenants, etc. is recorded in the Chatham County Land Records Deed Record Book 1285, Folio 16.

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

(c) Encroachment and Support - Each Unit and any property included in the common elements shall be subject to an easement for encroachments created by construction, settling and overhangs as designed or constructed by the Declarant. A valid easement for said encroachments and for the maintenance of the same, so long as they stand, shall and does exist. In the event that any building is partially or totally destroyed and then rebuilt, the owners of the Units so affected agree that minor encroachments on parts of the adjacent Unit or common element due to construction shall be permitted and that a valid easement for said encroachments and the maintenance thereof shall exist. Every portion of a Unit contributing to the support of an abutting Unit shall be burdened with an easement of support for the benefit of such abutting Unit. Also, a valid easement shall and does exist in favor of each Unit owner to make reasonable use, not inconsistent with the terms of this Declaration, of the exterior wall of any adjoining Unit where the outer unfinished surface of such wall shall serve and separate any portion of such owner's

Unit or limited common element appertaining thereto and such adjoining Unit notwithstanding the inclusion of such wall within the vertical boundaries of such adjoining Unit.

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

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

(f) Inspection and Maintenance - Any member of the Board, or any other person authorized by the Board, shall have the right of access to all common elements and to each Unit for the purposes of inspection, maintenance, repair or replacement of any part of the Condominium property. Provided, however, that

except in the case of emergency such right of access to a Unit shall not be exercised without reasonable notice to the Unit owner, and all attempts will be made to make such entry and repairs, et cetera, at a reasonable and convenient time to the Owner.

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

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

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

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

9. INSURANCE AND CASUALTY LOSSES.

(a) Insurance - The Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all of the improvements on the property (with the

See
Addendum
#4
for new
para 8

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

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

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

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

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

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

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

(7) Additional Insurance: It shall be the individual responsibility of each owner at his own expense to provide as he sees fit, title insurance on his individual Unit, comprehensive personal liability insurance, theft or other insurance coverage covering improvements, betterments, flood and personal property damage and loss. * Provided, however, each Unit owner must maintain flood insurance for his Unit at the maximum insurable amount for his protection and for the protection of other Unit owners. Further, each Unit owner must furnish the Board proof of such flood insurance upon request. Should a Unit owner fail to obtain such flood insurance, the Board may obtain same and assess the costs against the Unit owner. Any insurance proceeds shall be paid to the Insurance Trustee and administered pursuant to subparagraph (c) hereof.

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

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

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

(b) No Partition - There shall be no judicial partition of the property or any part thereof, nor shall the Unit owners or any person acquiring any interest in the property or any part thereof seek any such judicial partition until the happening of the conditions set forth in this Declaration in the case of damage or destruction or unless the property has been removed from the provisions of the Act.

(c) Insurance Trustee

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

(2) Duties of Trustee: The Insurance Trustee (other than the Board of Directors) shall not be liable for

payment of premiums, for the renewal or the sufficiency of the policies or for the failure to collect any insurance proceeds. Nothing in this paragraph shall be deemed to relieve the Board of Directors of its obligations, duties and responsibilities in such capacity as the Board of Directors under this Declaration. The Insurance Trustee shall not be required to file any return, make any report or accounting to any Court, nor shall it be required to file any bond. Nor shall the Insurance Trustee have any obligation to inspect the property to determine whether a loss has been sustained or to file any claim or claims against any insurer or other person. The duty of the Insurance Trustee shall be to receive such proceeds in trust for the benefit of the Unit owners and their mortgagees in the shares as hereinafter provided, but which shares need not be set forth in the records of the Insurance Trustee. An undivided share of such proceeds on account of damage or destruction to the common area shall be reserved for the Unit owners in accordance with their respective percentage of undivided interest in and to the common area. Proceeds on account of damage or destruction to Units shall be reserved for the owners of the damaged or destroyed Units in proportion to the cost of repairing or reconstructing the damage or destruction suffered by each such Unit owner. In the event that a mortgagee endorsement has been issued as to any particular Unit, the share of such Unit owner shall be held in trust for such owner and his mortgagee as their interests may appear. The Insurance Trustee shall be authorized to seek the instructions of any court by appropriate petition for construction, instruction, declaratory judgment, or such other appropriate proceedings as it may deem proper in its sole discretion and the expenses of same shall be borne by the Association as a common expense and may be chargeable by the Insurance Trustee against the proceeds of insurance.

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

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

(ii) If it is determined as provided herein that the damage or destruction for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed to such persons as herein provided.

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

(iv) If the damage or destruction is to the common area and is to be repaired or reconstructed, said Insurance Trustee may require the signature of any or all mortgagees known to said Insurance Trustee as it may in its sole discretion require and said certificate may direct that disbursements be made by the Insurance Trustee to those persons and in such amounts as may be specified therein or, in the alternative, said certificate may authorize the Insurance Trustee to make disbursements upon and pursuant to such written authorization as

may be submitted to it by an architect or other persons named herein as having been employed by the Association to supervise such repairs or reconstruction.

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

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

(d) Damage and Destruction.

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

(2) Determination to Repair or Reconstruct:

Any such damage or destruction shall be repaired or reconstructed unless at least eighty (80%) percent of the total votes of the Association shall decide within sixty (60) days after the casualty, not to repair or reconstruct. If, for any reason, the amount of the insurance proceeds to be paid as a result of such damage or destruction or if reliable and detailed estimates of the cost of repair or reconstruction are not made available to the Association within said period of sixty (60) days after the casualty, then such period shall be extended until such information shall be made available to the Association if such proceeds are paid; provided, however, that said period of time in no event exceeds ninety (90) days after the casualty. In the determination of the question of whether or not to repair or reconstruct, the mortgagee shall not have the right to participate in the determination as to whether the damaged property or destroyed property shall be repaired or reconstructed except in the following cases: (a) a Unit owner being in default under the terms of the mortgage; (b) damage or destruction of the Units mortgaged; (c) the common elements, the limited common elements; or (d) damage or destruction to more than fifty (50%) percent of the Units. In such event, the mortgagee or mortgagees shall have an irrevocable proxy (so long as said mortgagee shall continue as the mortgagee) to jointly exercise the vote of the Unit owner in the determination of whether the damage or destruction shall be repaired or reconstructed. Unless written notice specifying the right to exercise the proxy as set forth above has been given to the Secretary of the Association, the owners are deemed and conclusively presumed to be authorized to vote on such matters. Should the Association determine in the manner described above that the damage or destruction shall not be repaired or reconstructed, then and in that event, (i) the property shall be deemed to be owned in common by the Unit owners; (ii) the undivided interest in the property owned in common which shall appertain to each Unit owner shall be the percentage of undivided interest previously owned by such owner in the common area; (iii)

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

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

if any, received by the Insurance Trustee, when the damage or destruction is to be repaired or reconstructed, shall be disbursed as provided for herein.

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

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

(b) Single Units - If the damage is confined to a single Unit, such insurance proceeds shall be used by the Association to defray the cost of such repairs. If the cost of such repairs is less than the amount of such insurance proceeds, the excess shall be paid jointly to the owner and his mortgagee,

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

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

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

(b) The members of the Association shall be entitled to four votes for each Residential Unit owned and one vote for each Garage Unit owned, there being initially a total of forty-two (42) votes outstanding. The vote of a Unit, whether Residential or Garage, is not divisible.

(c) The Association has been organized under Articles of Incorporation dated October 20, 1986.

(d) The By-Laws of the Association were adopted at the organizational meeting of the Board of Directors of the Association held on October 31, 1986.

(e) Notwithstanding the duty of the Association to maintain and repair parts of the Condominium property, the Association shall not be liable for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, nor for injury or damage caused by the elements or other owners or persons.

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

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

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

12. COMMON EXPENSES AND ASSESSMENTS.

(a) Budget - At the first meeting of the Board, and thereafter within thirty (30) days prior to the date of each annual meeting of the Association, the Board shall prepare a budget for the maintenance and operation of the Condominium property for the succeeding calendar year, and shall estimate the amount of common expenses to be paid for such year. The amount of common expenses as determined shall be allocated and assessed by the Board among the Unit owners in accordance with Paragraph 5. Upon submission of any additional property, the amount of each Unit's share of common expenses shall be re-allocated in accordance with Paragraph 14. *note*

(b) Assessment - The Board shall promptly advise each Unit owner in writing of the estimated amount of common expenses payable by him as so determined by the Board, and shall furnish him with a copy of the budget on which such estimate is based. The amount so assessed by the Board against each Unit for each calendar year shall be a lien against the Unit owned by such owner as of January 1 of such year. If said estimated amount

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

(d) Collection - The Board shall take prompt action to collect any common expenses due from an Unit owner which remain unpaid for more than ten (10) days from the due day for payment thereof. In the event of default by any Unit owner in paying the common expenses as determined by the Board, such Unit owner shall be obligated to pay interest at the legal rate on such common expenses from the due date thereof, together with all expenses, including attorneys' fees, incurred by the Board in any proceeding brought to collect such unpaid common expenses. Additionally, the Association shall be entitled to collect a fair rental value for Unit from time of institution of an action to foreclose until sale at foreclosure or until judgment rendered in the action is otherwise satisfied. The Board shall have the right and duty to attempt to recover such common expenses, together with interest thereon, fair rental value and the expenses of the proceedings, including attorneys' fees, in an action to recover the same brought against such Unit owner, or by foreclosure of the lien granted by the Act on the Unit of such owner. The common expenses assessed against any Unit with interest, cost, fair rental value and a reasonable attorney's fee shall be a lien upon such Unit in accordance with the Act. Each such assessment, together with interest, cost and attorneys' fee shall also be the personal obligation of the person who is the owner of such Unit at the time the assessment fell due. Personal obligation for delinquent assessments shall not pass to successors in title, or interest unless assumed by them, or required by the Act.

(e) Date of Commencement of Annual Assessments: Due Dates. The Annual Assessments provided for in this Item 12 shall be established on a calendar year basis and shall commence in the case of each Residential Unit, upon the issuance of a Certificate of Occupancy and, in the case of each Garage Unit, upon the issuance of a Certificate of Occupancy or issuance of such other

governmental certificate of completion. The first Annual Assessment for each Unit shall be adjusted according to the number of days remaining in the calendar year at the time of conveyance. Except for that portion of each such adjusted Assessment as may be attributable to the number of days remaining in the month of conveyance which shall be paid to the Association at the time of such conveyance, each such adjusted Assessment shall be paid to the Association in equal monthly installments commencing on the first day of the month following such conveyance. Unless otherwise provided by the Board of Directors, one-twelfth (1/12) of the Annual Assessment due from each Unit shall become due and payable on the first day of each month during the Assessment period and shall be paid to the Association when due without further notice from the Association.

13. PURPOSE OF PROPERTY AND USE RESTRICTION THEREON.

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

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

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

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

(3) Nothing shall be done or kept in any Unit or in the general or limited common areas and facilities which shall increase the rate of insurance on the general or limited common areas and facilities without the prior written consent of the Board of Directors. No owner shall permit anything to be done or kept in the Unit or in the general or limited common areas and facilities which will result in the cancellation of insurance of any Unit or any part of the general or limited common areas and

facilities, or which would be in violation of any law. No waste will be committed of the general common areas and facilities or limited common areas and facilities.

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

(5) No animals, livestock or poultry of any kind shall be raised, bred, or kept in any Unit or in the general or limited common areas and facilities; except that dogs, cats or other household pets may be kept in Residential, but not Garage, Units, subject to rules and regulations adopted by the Board of Directors.

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

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

*new
See para
16 of
amendment
#4*

~~(8) The Board of Directors is authorized to adopt rules for the use of the general or limited common areas and facilities; and prescribe penalties for any violation thereof, and shall furnish such rules in writing to the owners, who shall be bound thereby. Such rules and regulations shall be binding upon the owners, their families, visitors, guests, servants, employees, lessees, licensees, invitees, successors and assigns until and unless they are overruled and cancelled in a regular or special meeting of the association by the affirmative vote of Unit owners casting two-thirds (2/3) of the vote of Unit owners present and voting at such a meeting.~~

(9) None of the rights and obligations of the owners created herein, or by the deeds conveying the Condominiums, shall be altered in any way by encroachments due to settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of said

encroachments due to settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist; provided, however, that in no event shall a valid easement for encroachment be created in favor of any owner or owners if said encroachment occurred due to the willful conduct of said owner or owners.

(10) Garage Units can not be used as a permanent or temporary residence.

(c) Nuisances

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

(2) No Unlawful use - No improper, offensive or unlawful use shall be made of any part of the Condominium property, and all applicable laws, zoning ordinances and regulations of all governmental bodies shall be observed. The responsibility and expense of meeting the requirements of governmental bodies which require maintenance, modification or repair of the Condominium property shall be the same as the responsibility for maintenance and repair of the property unless necessitated by the misuse, misconduct, neglect or specific use of the Unit owner, in which case such expenses shall be assessed against such owner.

(d) Each of said individual Residential Condominium Units shall be required to use uniform, white curtain liners,

such that when viewed from the exterior the windows of the Condominium appear uniform and consistent in color.

~~add~~
(e) from
Condominium
#4

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

(a) The Declarant, hereby reserves, for its benefit or for its assigns or successors, the right to expand the Condominium to include additional Residential and Garage Units to be constructed on property described herein.

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

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

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

(e) There are no limitations on the location of any of the improvements to be placed within the expanded area, except that they must be within the boundaries set forth in subparagraph

(c) hereof. All Units so added will have the same boundaries as described in attached Exhibit B.

(f) There may be a maximum of 216 Residential Units and 90 Garage Units added to the Condominium as a result of the expansion herein provided for; consisting of not more than 12 Residential Units and 8 Garage Units per building; or a total of 18 Residential Unit and and 13 Garage Unit buildings.

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

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

What?

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

(j) The expansion of the Condominium will result in each Residential Unit so created receiving four votes each in the Association and each Garage Unit so created receiving one vote each in the Association, up to a total of 954 additional votes for new Units. Additionally, upon submission of additional property, each Unit's, including Units located on additional property and existing Units, ownership share in the common elements of the Condominium and liability for the common expenses of the Condominium shall be adjusted. If the maximum number of Residential and Garage Units are added, as permitted under subparagraph (f) above, then in such event the ownership share of the common elements and liability for the common expenses for each Unit shall be as follows:

Residential Units .392%

Garage Units .098%

If less than all of the authorized Residential and Garage Units which may be added by expansion are added at one

time or the Declarant elects to complete the project without all of the Residential or Garage Units permitted hereinabove, then in such event the share of common elements and liability for common expense of each Unit shall be determined as follows:

1. The number of Residential Units ("RU") in the Condominium shall be multiplied by .392% ("X").

2. The number of Garage Units ("GU") in the Condominium shall be multiplied by .098% ("Y").

3. The products obtained in items 1 and 2 above shall be totaled ("Z"). A percentage for Residential Units shall be calculated by dividing the item #1 product by the total of products (2) and a percentage for Garage Units shall likewise be obtained for Item #2 product.

4. The recalculated share for each Residential Unit shall be obtained by dividing residential percentage by the number of Residential Units in the Condominium and the share for each Garage Unit shall be obtained by dividing garage percentage by the number of Garage Units.

The foregoing computation may be described by the following formula:

a. $RU \times .392 = X$

b. $GU \times .098 = Y$

c. $X + Y = Z$

$$\text{Residential Percentage ("R\%")} = \frac{X}{Z}$$

$$\text{Garage Percentage ("G\%")} = \frac{Y}{Z}$$

d. $R\% \text{ by } RU = \text{share per Residential Unit}$

$G\% \text{ by the number of Garage Units} = \text{share per Garage Unit}$

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

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

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

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

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

16. RIGHT OF ACTION. The Bull River Bluff Condominium Association, Inc. and any aggrieved Unit owner shall be granted and is hereby granted a right of action against Unit owners for failure to comply with the provisions of the Declaration, By-Laws, or amendments thereto, or with the decisions of the Bull River Bluff Condominium Association, Inc. which are made pursuant to the authority granted to the Bull River Bluff Condominium Association, Inc. in such documents. Each Unit owner shall also have similar rights of action against the Bull River Bluff Condominium Association, Inc.

17. CONVEYANCES/EASEMENTS.

Every deed, lease, mortgage or other instrument may describe a Unit by its identifying number set forth in the plans and plats which shall be recorded in the Office of the Clerk of Superior Court of Chatham County, Georgia. Every such description shall be deemed good and sufficient for all purposes and shall be deemed to convey, transfer, encumber, or otherwise

See para 16
of amendment
4
for

effect the Unit owner's corresponding percentage of undivided ownership in the common areas and facilities, as a tenant in common, as set forth in this Declaration, even though the same is not exactly mentioned or described.

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

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

20. RENEWAL OF COVENANTS AND RESTRICTIONS. The provisions of this Declaration and the other Condominium documents shall constitute covenants running with the land, binding on the undersigned, its successors and assigns, and on all subsequent

owners of any part of the Condominium property, together with their grantees, successors, heirs, executors, administrators, devisees, lessees, and assigns. By the acceptance of any deed or other document conveying or transferring any interest in a Unit, the recipient thereof accepts and ratifies all covenants and restrictions contained herein and in the other Condominium documents. Each Unit owner, by the acceptance of said deed or other document, covenants and agrees, each with the other, that he will join in the execution of any and all documents which are deemed necessary by the Board to renew or extend said covenants and restrictions from time to time so long as the Condominium exists.

21. WAIVER. The failure of the association or any Unit owner to enforce any covenant, restriction or other provisions of the Act or the Condominium documents shall not constitute a waiver of the right to do so thereafter.

22. DECLARANT CONTROL.

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

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

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

24. CONSTRUCTION. The provisions of this Declaration and all other Condominium documents shall be construed in light of

the provisions of the Act and, to the extent possible, as being consistent with the Act. If any provision, sentence, clause, phrase or work of this Declaration or any other Condominium document is held invalid or unenforceable for any reason, such holding shall not be deemed to affect, alter, modify or impair in any manner any other provision herein or in said documents. Whenever the context so permits, the use of the plural shall include the singular and the use of any gender shall be deemed to include all genders. The captions used herein and in the other Condominium documents are solely to aid in the location of the various provisions, and in no way shall such captions be construed to limit or define the subject matter of such provisions.

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

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

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

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

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

(4) Agreeing that the persons acting as Directors and Officers of the Association entering into such an agreement have not breached any of their duties or obligations to the Association.

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

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

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

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

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

(d) No amendment shall discriminate against any Unit owner or against any Unit or class or group of Units unless the Unit owners so affected shall consent. No amendment shall change any Unit boundary nor the share in the common elements

appurtenant to it, nor the owner's share of the common expenses, unless all Unit owners and all record owners of liens thereon shall join in the execution of the amendment. No amendment to this Declaration which establishes, provides for, governs or regulates any of the following shall be effective unless at least a fifty-One (51%) percent of the votes for Units subject to a first mortgage consent to such amendment:

- (1) Reserves for maintenance, repair and replacement of the common areas (or Units if applicable);
- (2) Insurance or fidelity bond;
- (3) Rights to use of the common area;
- (4) Responsibility for maintenance and the repair of the several portions of the project;
- (5) Convertibility of Units into common areas or of common areas into Units;
- (6) Leasing of Units, Unit estates; or
- (7) Any provisions which are to the express benefit of mortgage holders or insurers or guarantees of first mortgages on Units.

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

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

27. MISCELLANEOUS.

(a) Incorporation of the Act - Except as modified by the provisions of this Declaration and the Exhibits hereto, the Act is by reference hereby incorporated herein.

620

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

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

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

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

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

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

(h) Name of Preparer - This Declaration was prepared by W. Jerrold Black and Robert W. Schivera of Lee and Clark, P.C., Attorneys at Law, Post Office Box 8205, 300 Bull Street, Suite 711, Savannah, Georgia 31412.

Add
Addment
#4

(1)
(28) see ch #6 addment for
now para

THE JOHN JONES COMPANY

621

By: John A. Jones

Attest: Linda R. Jones

CORPORATE
SEAL

Signed, sealed and delivered in
the presence of:

Witness Diana Schorling



Janie L. Byrd

Notary Public, Chatham County, GA.

MY COMMISSION EXPIRES APRIL 15, 1990

EXHIBIT A

622

ALL that certain lot, tract or parcel of land situate, lying and being on Wilmington Island in Chatham County, Georgia, and being more particularly shown upon a map or plat prepared by EMC Engineering Services, Inc. dated January 8th, 1987 prepared for John Jones Company entitled "Bull River Bluff Condominiums" and being more particularly described as follows: Commencing at the point of intersection of the Southeastern right-of-way line of U.S. Highway 80 (Johnny Mercer Drive) and the Southwestern right-of-way line of Ninth Street (a 40-foot right-of-way shown upon a map or plan of Mayer Plantation Subdivision) and running thence South 70° 32' 22" East along the Southwestern right-of-way line of the said Ninth Street a distance of 465.31 feet to a point; continuing thence along said course a distance of 34.69 feet to a point which is the "POINT OF BEGINNING". running thence North 18° 39' 28" East a distance of 33.97 feet to a point; running thence North 76° 52' 40" East a distance of 298.27 feet to a point; running thence North 42° 15' 13" East a distance of 188.61 feet to a point; running thence North 46° 59' 19" West a distance of 176.76 feet to a point; running thence North 46° 16' 12" East a distance of 43.33 feet to a point; continuing thence along said course a distance of 212 feet to a point; running thence South 23° 37' 32" East a distance of 241.89 feet to a point; running thence South 66° 56' 19" West a distance of 10 feet to a point; running thence South 21° 15' 27" East a distance of 13 feet to a point; running thence South 45° 40' 26" West a distance of 410.23 feet to a point; running thence North 13° 07' 20" West a distance of 13.98 feet to a point; running thence South 76° 52' 40" West a distance of 205.25 feet to a point; running thence South 16° 52' 40" West a distance of 115.48 feet to a point; running thence South 76° 52' 40" West a distance of 21.41 feet to a point; running thence South 22° 59' 25" West a distance of 124.90 feet to a point; running thence along a curve to the left having a delta of 53° 53' 15", a radius of 20 feet, a tangent of 10.166 feet, an arc distance of 18.810 feet, a chord distance of 18.125 feet, and a chord bearing of South 49° 56' 02" West; running thence South 22° 59' 25" West a distance of 124.90 feet to a point; running thence along a curve to the right having a delta of 43° 42' 49", a radius of 113.218 feet, a tangent of 45.414 feet, an arc distance of 86.379 feet, a chord distance of 84.299 feet, and a chord bearing South 44° 50' 49" West; running thence along a curve to the right having a delta of 17° 32' 15", a radius of 113.218 feet, a tangent of 17.464 feet, an arc distance of 34.655 feet, a chord distance of 34.519 feet, and a chord bearing South 75° 28' 21" West; running thence South 84° 14' 29" West a distance of 18 feet to a point; running thence North 05° 45' 27" West a distance of 60 feet to a point; running thence North 84° 14' 29" East a distance of 18 feet to a point; running thence along a curve to the left having a delta of 61° 15' 04", a radius of 53.218 feet, a tangent of 31.505 feet, an arc distance of 56.891 feet, a chord distance of 54.221 feet, and a chord bearing North 53° 36' 57" East; running thence North 22° 59' 25" East a distance of 210.57 feet to a point; running thence South 70° 32' 22" West a distance of 20.89 feet to a point; running thence North 19° 27' 38" East a distance of 46.75 feet to a point; running thence North 70° 32' 22" West to the point of beginning. Express reference is hereby made to the aforesaid map or plat of record in Condominium Plat Book _____, page _____, in the Office of the Clerk of Superior Court of Chatham County, Georgia, for better determining the metes, bounds and dimensions of the property herein conveyed.

EXHIBIT "B"

623

Each unit shall include all of the space within the boundaries thereof. The lower horizontal boundary shall be the unfinished flooring and the upper horizontal boundary shall be the unfinished ceiling. The vertical boundaries shall be the unfinished interior walls. All lath, wallboard, plasterboard, plaster, tiles, paneling, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces of the perimeter walls, floors, and ceilings shall be deemed a part of each unit. Units shall not include the structural parts of the walls, floors and ceilings. The ownership of each unit shall include, and there shall pass with each unit as appurtenances thereto whether or not separately described in the conveyance thereof, that percentage of the right, title and interest attributable to such unit in the common areas, together with membership and vote in the Association. Every portion of a unit contributing to the support of any abutting unit shall be burdened with an easement of support for the benefit of such abutting unit. Subject to other provisions herein, each owner shall be responsible for the maintenances, repair and replacement, at such owner's expense, of his unit, including all connections of conduits, ducts, plumbing, wiring, and other facilities for utility services contained within the unit, all exterior lighting for individual residence units, and heating and air-conditioning equipment for individual residence units, and such maintenance, repair and replacement work shall be done without disturbing the rights of other owners.

624

ALL that certain lot, tract or parcel of land situate, lying and being on Wilmington Island in Chatham County, Georgia, and being more particularly shown upon a map or plat prepared by EMC Engineering Services, Inc. dated January 8th, 1987 prepared for John Jones Company entitled "Bull River Bluff Condominiums" and being more particularly described as follows: Commencing at the point of intersection of the Southeastern right-of-way line of U.S. Highway 80 (Johnny Mercer Drive) and the Southwestern right-of-way line of Ninth Street (a 40-foot right-of-way shown upon a map or plan of Mayer Plantation Subdivision) and running thence South 70° 32' 22" East along the Southwestern right-of-way line of the said Ninth Street a distance of 465.31 feet to a point; continuing thence along said course a distance of 34.69 feet to a point which is the "POINT OF BEGINNING"; running thence North 18° 39' 20" East a distance of 40 feet to a point; running thence North 70° 32' 22" West a distance of 120 feet to a point; running thence North 39° 01' 30" East a distance of 138.82 feet to a point; running thence North 66° 03' 14" East a distance of 99.07 feet to a point; running thence South 64° 54' 27" East a distance of 60.11 feet to a point; running thence North 46° 16' 12" East a distance of 274.33 feet to a point; running thence North 46° 31' 00" East a distance of 432.83 feet to a point; running thence North 15° 37' 56" East a distance of 50.85 feet to a point; running thence North 40° 35' 00" East a distance of 65.26 feet to a point; running thence North 13° 35' 24" East a distance of 213.53 feet to a point; running thence North 36° 19' 24" East a distance of 28.69 feet to a point; running thence South 79° 13' 19" East a distance of 51.69 feet to a point; running thence North 62° 40' 01" East a distance of 66.08 feet to a point; running thence North 17° 05' 09" East a distance of 56.06 feet to a point; running thence South 41° 24' 47" East a distance of 59.73 feet to a point; running thence North 75° 84' 48" East a distance of 74.13 feet to a point; running thence South 76° 01' 32" East a distance of 83.01 feet to a point; running thence South 33° 25' 47" East a distance of 74.59 feet to a point; running thence South 21° 20' 07" East a distance of 292.70 feet to a point; running thence South 19° 32' 29" East a distance of 193.34 feet to a point; running thence South 02° 59' 05" East a distance of 57.70 feet to a point; running thence South 22° 46' 57" East a distance of 68.25 feet to a point; running thence South 44° 21' 37" East a distance of 54.76 feet to a point; running thence South 30° 16' 27" East a distance of 234.10 feet to a point; running thence South 33° 26' 23" East a distance of 129.35 feet to a point; running thence South 76° 52' 40" West a distance of 58.61 feet to a point; continuing thence along said course a distance of 64.02 feet to a point; continuing thence along said course a distance of 757.28 feet to a point; running thence North 13° 07' 20" West a distance of 150 feet to a point; running thence South 76° 52' 40" West a distance of 21.41 feet to a point; running thence along a curve to the left having a delta of 53° 53' 15", a radius of 20 feet, a tangent of 10.166 feet, an arc distance of 18.810 feet, a chord distance of 18.125 feet, and a chord bearing of South 49° 56' 02" West; running thence South 22° 59' 25" West a distance of 124.90 feet to a point; running thence along a curve to the right having a delta of 43° 42' 49", a radius of 113.218 feet, a tangent of 45.414 feet, an arc distance of 86.379 feet, a chord distance of 84.299 feet, and a chord bearing South 44° 50' 49" West; running thence along a curve to the right having a delta of 17° 32' 15", a radius of 113.218 feet, a tangent of 17.464 feet, an arc distance of 34.655 feet, a chord distance of 34.519 feet, and a chord bearing South 75° 28' 21" West; running thence South 84° 14' 29" West a distance of 18 feet to a point; running thence North 05° 45' 27" West a distance of 60 feet to a point; running thence North 84° 14' 29" East a distance of 18 feet to a point; running thence along a curve to the left having a delta of 61° 15' 04", a radius of 53.218 feet, a tangent of 31.505 feet, an arc distance of 56.891 feet, a chord distance of 54.221 feet, and a chord bearing North 53° 36' 57" East; running thence North 22° 59' 25" East a distance of 210.57 feet to a point; running thence South 70° 32' 22" West a distance of 20.89 feet to a point; running thence North 19° 27' 38" East a distance of 46.75 feet to a point; running thence North 70° 32' 22" West to the point of beginning. Express reference is hereby made to the aforesaid map of record in the Office of the Clerk of Superior Court of Chatham County, Georgia, in Condominium Plat Book _____, Page _____, for better determining the metes, bounds and dimensions of the property herein conveyed, SAVING AND EXCEPTING that certain parcel or tract of land described in Exhibit A to this Declaration of Condominium.

RECEIVED
FOR RECORD
MAR 3 4 48 PM '87
NOTARY PUBLIC
CLERK SUPERIOR COURT
CHATHAM CO. GA.

0291144001 04/03/87 TOTAL

AMENDMENT NUMBER 1
TO
DECLARATION OF CONDOMINIUM
OF

BULL RIVER BLUFF CONDOMINIUM ASSOCIATION, INC.

WHEREAS, THE JOHN JONES COMPANY, a Georgia Corporation,
hereinafter called the Declarant, recorded a Declaration of
Condominium on the 10th day of March, 1987, in the Office of the
Clerk of the Superior Court of Chatham County, Georgia in Deed
Record Book 133-Q, page 585; and

WHEREAS, Delcarant desires to amend said Declaration in
order to expand the condominium as permitted by Paragraph 14 by
submitting additional land herein described.

W I T N E S S E T H

NOW THEREFORE, Declarant hereby amends said Declaration as
follows:

Item 1 (b) shall be amended by adding thereto the real
property described in Exhibit A attached hereto and incorporated
by this reference herein, said real estate constituting
additional properties submitted to the provisions of this
condominium for the purpose of expanding said condominium under
the provisions of Paragraph 14 of the Declaration of Condominium.

As a result of such expansion, there shall be added to the
condominium an additional 48 residential units identified by
arabic numbers 37 through 72 and 217 through 228 and 18
additional garage units identified by alpha-arabic numbers G19
through G44. Each Residential Unit shall have four votes and
each Garage Unit shall have one vote. The ownership share in the
common elements and liability for common expenses for the
Residential Units and the Garage Units added hereby shall be
controlled by paragraph 14(j) of the Declaration of Condominium.

IN WITNESS WHEREOF, Declarant has caused this Amendement to
be executed this 3 day of April, 1987.

Signed, sealed and delivered
in the presence of:

THE JOHN JONES COMPANY

By: John A. Jones

Attest: Walter M. Smith
Declarant



Walter M. Smith
Notary Public, Chatham County,
Georgia

W. JERROLD BLACK
Notary Public, Chatham County, Georgia

For record see 137-N-451

Filed for Record At 4:48 Clock P M. On The 3 Day Of April 19 87
Recorded In Record Book 133-Q Page 635
On The 3 Day Of April 19 87
CLERK SUPERIOR COURT, CHATHAM CO. GA.

DESCRIPTION OF PHASES 4, 5, 6 and 19
BULL RIVER BLUFF CONDOMINIUMS
FOR FIRST EXPANSION

ALL that certain lot, tract or parcel of land situate, lying and being on Wilmington Island in Chatham County, Georgia, and being more particularly shown upon a map or plat prepared by EMC Engineering Services, Inc. dated January 27th, 1987 prepared for The John Jones Company entitled "Bull River Bluff Condominiums" and being more particularly described as follows: Commencing at the point of intersection of the Southeastern right-of-way line of U.S. Highway 80 (Johnny Mercer Drive) and the Southwestern right-of-way line of Ninth Street (a 40-foot right-of-way shown upon a map or plan of Mayer Plantation Subdivision) and running thence South 70° 32' 22" East along the Southwestern right-of-way line of said Ninth Street a distance of 465.31 feet to a point; continuing thence along said course a distance of 34.69 feet to a point; running thence North 18° 39' 28" East a distance of 33.97 feet to a point; running thence North 76° 52' 40" East a distance of 298.27 feet to a point; running thence North 42° 15' 13" East a distance of 188.61 feet to a point; running thence North 46° 58' 19" West a distance of 176.76 feet to a point; running thence North 46° 16' 12" East a distance of 43.33 feet to a point; running thence North 46° 31' 12" East a distance of 212 feet to a point, which is the "POINT OF BEGINNING"; continuing thence along said course a distance of 220.83 feet to a point; running thence North 15° 37' 56" East a distance of 50.85 feet to a point; running thence North 40° 35' 00" East a distance of 65.26 feet to a point; running thence North 13° 35' 24" East a distance of 10.00 feet to a point; running thence North 13° 35' 24" East a distance of 168.53 feet to a point; running thence South 89° 53' 27" East a distance of 150.14 feet to a point; running thence North 67° 19' 08" East a distance of 85.81 feet to a point; running thence South 11° 47' 40" East a distance of 178.22 feet to a point; running thence South 73° 57' 57" West a distance of 87.59 feet to a point; running thence South 07° 59' 11" East a distance of 192.08 feet to a point; running thence South 44° 30' 18" East a distance of 109.25 feet to a point; running thence South 46° 20' 42" West a distance of 184.00 feet to a point; running thence North 65° 15' 09" West a distance of 60.00 feet to a point; running thence South 66° 56' 19" West a distance of 281.20 feet to a point; running thence North 23° 87' 32" West a distance of 241.89 feet to the point of beginning. Express reference is hereby made to the aforesaid map or plat for better determining the metes, bounds and dimensions of the property herein conveyed.

AMENDMENT NUMBER 2
TO
DECLARATION OF CONDOMINIUM
OF
BULL RIVER BLUFF CONDOMINIUM ASSOCIATION, INC.

451

WHEREAS, THE JOHN JONES COMPANY, a Georgia Corporation, hereinafter called the Declarant, recorded a Declaration of Condominium on the 10th day of March, 1987, in the Office of the Clerk of the Superior Court of Chatham County, Georgia in Deed Record Book 133-Q, Page 585, and amended said Declaration by Amendment Number 1 dated April 3, 1987 recorded in Deed Book 133-X, Page 635, in said Clerk's Office; and

WHEREAS, Declarant desires to amend said Declaration in order to expand the condominium as permitted by Paragraph 14 by submitting additional land herein described.

W I T N E S S E T H

NOW, THEREFORE, Declarant hereby amends said Declaration as follows:

1. Item 1 (b) shall be amended by adding thereto the real property described in Exhibit A attached hereto and incorporated by this reference herein, said real estate constituting additional properties submitted to the provisions of this condominium for the purpose of expanding said condominium under the provisions of Paragraph 14 of the Declaration of Condominium.

As a result of such expansion, there shall be added to the condominium an additional 12 residential units identified by arabic numbers 73 through 84. Each Residential Unit shall have four (4) votes. The ownership share in the common elements and liability for common expenses for the Residential Units added hereby shall be controlled by paragraph 14(j) of the Declaration of Condominium.

IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed this 1st day of March, 1988.

THE JOHN JONES COMPANY

BY: John A. Jones

Attest: Heidi M. Gutter

Signed, sealed and delivered
in the presence of:

Doris M. Thompson
Notary Public, Chatham County, Ga.

DECLARANT

Notary Public, Chatham County, Ga.
My Comm. Expires 3-26-87

RECEIVED
FOR: QRD
MAR 2 9 55 AM '88
CLERK'S OFFICE
CHATHAM COUNTY, GA.

COPIATE
121

Filed For Record At 9:55 A.M. On The 1st Day Of March 1988
Recorded in Deed Book 133-X, Page 635
On The 2nd Day Of March 1988
CLERK'S OFFICE
CHATHAM COUNTY, GA.

EXHIBIT A

452

DESCRIPTION OF PHASE 7,
BULL RIVER BLUFF CONDOMINIUMS
FOR SECOND EXPANSION

ALL that certain lot, tract or parcel of land situate, lying and being on Wilmington Island in Chatham County, Georgia, and being more particularly shown upon a map or plan prepared by EMC Engineering Services, Inc. dated January 27th, 1987 and revised May 4, 1987 and May 15, 1987, prepared for The John Jones Company entitled "Bull River Bluff Condominiums" and being more particularly described as follows: Beginning at the point of intersection of the common boundary line of Phase 6 and 7 of said Condominium with the Northern boundary line of the proposed Phase 8, and running thence North 73° 57' 57" East a distance of 227.59 feet to a point; running thence North 21° 20' 01" West a distance of 135 feet to a point; running thence North 33° 25' 47" West a distance of 37.37 feet to a point; running thence South 78° 12' 20" West a distance of 103.46 feet to a point; running thence South 11° 47' 40" East a distance of 178.22 feet to the point of beginning. Express reference is hereby made to the aforesaid map or plat of record in the Condominium Plat Books of the Office of the Clerk of Superior Court of Chatham County, Georgia, and also to a map or plat thereof of record in the Office of the Clerk of Superior court of Chatham County, Georgia, in Plat Record Book 8-P, Page 162.

AMENDMENT NUMBER 3
TO
DECLARATION OF CONDOMINIUM
OF
BULL RIVER BLUFF CONDOMINIUM ASSOCIATION, INC.

164

WHEREAS, THE JOHN JONES COMPANY, a Georgia Corporation, hereinafter called the Declarant, recorded a Declaration of Condominium on the 10th day of March, 1987, in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Deed Record Book 133-Q, Page 585, which Declaration was subsequently modified by Amendment Number 1 dated April 3, 1987 recorded in Deed Book 133-X, Page 635, in the aforesaid Clerk's Office and by Amendment Number 2 dated March 1, 1988 recorded in Deed Book 137-N, Page 451, in said Clerk's Office,

WHEREAS, Declarant desires to amend said Declaration in order to expand the condominium as permitted by Paragraph 14 by submitting additional land herein described.

W I T N E S S E T H

NOW, THEREFORE, Declarant hereby amends said Declaration as follows:

1. Item 1(b) shall be amended by adding thereto the real property described in Exhibit A attached hereto and incorporated by this reference herein, said real estate constituting additional properties submitted to the provisions of this condominium for the purpose of expanding said condominium under the provisions of Paragraph 14 of the Declaration of Condominium.

As a result of such expansion, there shall be added to the condominium an additional 60 residential units identified by arabic numbers 85 through 144 and 26 additional garage units identified by alpha-arabic numbers G-45 through G-64 and 9-73 through 9-78. Each Residential Unit shall have four (4) votes and each Garage Unit shall have one (1) vote. The ownership share in the common elements and liability for common expenses for the Residential Units and the Garage Units added hereby shall be controlled by Paragraph 14 of the Declaration of Condominium.

IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed this 9 day of MARCH, 1988.

Signed, sealed and delivered
in the presence of:

W. J. Black
Witness

Notary Public, Chatham County, Ga.

THE JOHN JONES COMPANY

BY: John A. Jones
John A. Jones, President

ATTEST: Helen M. Gunther
Helen M. Gunther, Ass't Secretary

(SEAL)

Filed For Record At 11:01 O'clock A.M. On The
9 Day Of March 1988
Recorded In Record Book 137-P Folio 164
Clerk Superior Court Chatham Co. Ga.

MAILED
MAR 9 11-01 AM '88
FBI - SAVANNAH

EXHIBIT A

165

DESCRIPTION OF PHASES 8, 9, 10, 11 and 12,
BULL RIVER BLUFF CONDOMINIUMS
FOR THIRD EXPANSION

ALL that certain lot, tract or parcel of land situate, lying and being on Wilmington Island in Chatham County, Georgia, and being more particularly shown upon a map or plan prepared by EMC Engineering Services, Inc. dated January 27th and revised May 4, 1987 and May 15, 1987, prepared for The John Jones Company entitled "Bull River Bluff Condominiums" and being more particularly described as follows: Beginning at the point of intersection of the common boundary line of Phase 6 and 7 of said Condominium with the Northern boundary line of the proposed Phase 8, and running thence North 73° 57' 57" East a distance of 227.59 feet to a point; running thence South 21° 20' 01" East a distance of 157.70 feet to a point; running thence South 19° 32' 29" East a distance of 193.34 feet to a point; running thence South 2° 59' 05" East a distance of 57.70 feet to a point; running thence South 22° 46' 57" East a distance of 68.25 feet to a point; running thence South 44° 21' 37" East a distance of 54.76 feet to a point; running thence South 30° 16' 27" East a distance of 234.10 feet to a point; running thence South 33° 26' 23" East a distance of 129.35 feet to a point; running thence South 76° 52' 40" West a distance of 58.60 feet to a point; continuing thence along said course a distance of 211.40 feet to a point; running thence North 13° 07' 20" West a distance of 100 feet to a point; running thence South 76° 52' 40" West a distance of 89 feet to a point; running thence North 43° 20' 08" West a distance of 216.24 feet to a point; running thence North 25° 37' 43" East a distance of 64 feet to a point; running thence North 50° 86' 53" West a distance of 174.02 feet to a point; running thence North 46° 20' 42" East a distance of 184 feet to a point; running thence North 44° 30' 18" West a distance of 109.25 feet to a point; running thence North 07° 59' 11" West a distance of 192.08 feet to a point; running thence North 73° 57' 57" East a distance of 87.59 feet to the point of beginning. Express reference is hereby made to the aforesaid map or plat of record in the Condominium Plat Books of the Office of the Clerk of Superior Court of Chatham County, Georgia, and also to a map or plat thereof of record in the Office of the Clerk of Superior Court of Chatham County, Georgia, in Plat Record Book 8-P, Page 162. It is the express intent hereof to describe Phases 8, 9, 10, 11 and 12, upon the hereinabove referenced maps or plats.

#4

4575

STATE OF GEORGIA
COUNTY OF CHATHAM

RECEIVED FOR RECORD
1992 JAN -6 AM 9:14
DORIS S STEPHENS
CLERK, S.C.C.O.G.A.

References: Deed Book 133-Q
Page 585
Deed Book 133-X
Page 635
Deed Book 137-N
Page 451
Deed Book 137-P
Page 164

AMENDMENT TO DECLARATION OF CONDOMINIUM OF
BULL RIVER BLUFF, A CONDOMINIUM

521

Filed For Record At 9:14 O'Clock A M. On The
6 Day Of Jan 19 92
Recorded In Record Book 152-9 Folio 581
On The 6 Day Of Jan 19 92
Doris S. Stephens
CLERK SUPERIOR COURT, CHATHAM CO., GA.

33.00

300749A001 01/06/91TOTAL

THIS AMENDMENT to the Declaration of Condominium of Bull River Bluff a Condominium is made this 3rd day of December, 1991 by this instrument adopted by members of the Bull River Bluff Condominiums, Inc. ("Association") entitled to cast at least sixty-seven percent (67%) of the votes of the entire votes of the membership of the Association;

W I T N E S S E T H

WHEREAS, a Declaration of Condominium of Bull River Bluff, a Condominium ("Declaration") was filed on March 10, 1987, and recorded in Deed Book 133-Q, Page 585, et seq., Chatham County, Georgia Records; and

WHEREAS, the Declaration was amended by certain amendments recorded in the Chatham County, Georgia Records as follows:

April 3, 1987	133-X	635, <u>et seq.</u> ;
March 2, 1988	137-N	451, <u>et seq.</u> ;
March 9, 1988	137-P	164, <u>et seq.</u> ; and

WHEREAS, Paragraph 26 of the Declaration provides for the amendment of the Declaration by an instrument adopted by members of the Bull River Bluff Condominiums, Inc. ("Association") entitled to

cast at least sixty-seven percent (67%) of the entire votes of the members of the Association;

WHEREAS, members entitled to cast at least sixty-seven percent (67%) of the entire votes of the members of the Association have adopted this Amendment; and

WHEREAS, fifty-one percent (51%) of the votes of Units subject to a first mortgage have consented to this Amendment;

NOW THEREFORE, the Declaration of Condominium of Bull River Bluff, a Condominium is hereby amended as follows:

1.)

Paragraph 6 is deleted in its entirety and the following is hereby substituted therefor:

6. LIMITED COMMON ELEMENTS. The deck or patio located at the rear of each Residential Unit is assigned as a limited common element serving the Unit and is restricted to the exclusive use of the Unit to which it is appurtenant.

The Association's Board of Directors, without need for a membership vote, is hereby authorized to assign and to reassign Limited Common Elements, provided that any such assignment or reassignment shall be made in accordance with the provisions of Section 44-3-82(b) and (c) of the Act, as amended. A Common Element not previously assigned as a Limited Common Element may be so assigned by the Board, without the need for a vote of the Association, upon written application to the Association by the Unit Owner or Owners for whose exclusive use such Common Element is requested. Upon such application and approval, the Association shall prepare and execute an amendment to the Declaration assigning the Common Element as a Limited Common Element, which amendment shall be executed by the Owner or Owners making such application. Such amendment shall be delivered and become effective as provided in Section 44-3-82 of the Act, as amended.

Paragraph 8 is deleted in its entirety and the following substituted therefor:

8. MAINTENANCE RESPONSIBILITY, PARTY WALLS, AND ARCHITECTURAL CONTROLS.

(a) MAINTENANCE RESPONSIBILITY.

1. Association. Except as otherwise specifically provided herein, the Association shall maintain and keep in good repair as a Common Expense, the Property which is limited to:

(i) Maintenance repair, replacement and, in the discretion of the Board, improvement of the Common Elements, including Limited Common Elements.

(ii) Exterior maintenance upon the buildings containing the Units, including, but not limited to, painting, repairing, replacing and caring for the following:

(a) roofs (including the roof joists and trusses, cross beams, roof decking and underlying, and shingles or other covering and surface materials);

(b) gutters and downspouts, if any;

(c) exterior walls and surfaces bounding the Units, including the wood siding, stucco or other building material forming the exterior walls of the Units or of the building containing the Units (but not including the wood, drywall, plaster or other building material on the Unit side of the perimetrical or vertical boundaries of the Unit, and not including foundations below a Unit);

— (d) patios and decks; —

(e) exterior stairways, stoops, landing, railings and steps;

(f) projecting cornices and copings; and

(g) other exterior improvements.

Such exterior maintenance shall not include exterior doors and door frames (including the front door, back door, if any, and sliding glass doors), exterior glass walls and enclosures, if any, windows, window casings, screens or exterior lights serving a Unit.

note

(iii) Maintenance of utility lines, pipes, wires, vents, ducts, flues, and conduits serving more than one Unit, or serving a particular Unit up to the point where the same intersect the boundaries of the Unit to the extent that such utility lines, pipes, wires, vents, ducts, flues, and conduits are not maintained by public, private or municipal utility companies.

(iv) With respect to any building containing Units, maintenance of all common corridors and passageways, stairs, and stairways.

The Association shall not be liable for injury or damage to person or property caused by the elements or by the Unit Owner of any Unit, or any other person, or resulting from any 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 which the Association is responsible to maintain hereunder. The Association shall not be liable to the Unit Owner of any Unit or such Unit Owner's occupant, guest, or family, for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Common Elements. The Association shall not be liable to any Unit Owner, or any Unit Owner's occupant, guest or family for any damages or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Paragraph where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities. No diminution or abatement of assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform such function required to be taken or performed by the Association under this Declaration or for the 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, or with any order or directive of any municipal or other governmental authority.

The Association shall repair incidental damage to any Unit resulting from performance of work which is the responsibility of the Association. In performing its responsibilities hereunder, the Association shall have the authority to delegate to such persons, firms or corporations of its choice, such duties as are approved by the Board of Directors. The Association shall have the right, but not the obligation, to maintain and repair as a Common Expense any or all property owned by the Association but not submitted to this Declaration.

2. Unit Owner. The responsibility of the Unit Owner shall be as follows:

(i) To maintain, repair and replace all portions of his or her Unit, except those portions which are to be maintained,

repaired or replaced by the Association under subparagraph (a) of this Paragraph. The responsibility of the Unit Owner shall include, but not be limited to, the maintenance, repair and replacement of all fixtures and equipment installed in his or her Unit commencing at the point where the utility lines, pipes, wires, vents, ducts, flues, conduits or systems intersect the boundaries of the Unit. The responsibility of the Unit Owner shall also include the maintenance and repair of the wood, drywall, plaster, or other building material on the Unit side of the exterior walls and ceilings forming the boundaries of the Unit. The Unit Owner shall also be responsible for the maintenance, repair and replacement of the windows, window casings, exterior doors and door frames (including the front door, back door if any, sliding glass door), exterior glass walls and enclosures, if any, screens and exterior lights, if any, serving his or her Unit. Further, the maintenance and repair of those portions of the heating and air conditioning systems serving a Unit which are located within the Unit itself, as well as the hot water heater located within the Unit and the air conditioning compressor and condenser located outside the Unit, shall be the responsibility of the Unit Owner.

(ii) To keep in a neat, clean and sanitary condition any Limited Common Elements serving his or her Unit.

(iii) To perform his or her responsibility in such manner so as not to unreasonably disturb other persons in other Units.

(iv) To promptly report to the Association or its agent any defect or need for repairs for which the Association is responsible.

(v) Not to make any alterations in the portions of the Unit which are to be maintained by the Association.

note

(vi) Not to do anything with respect to the Unit which would or might jeopardize or impair the safety or soundness of any Unit without first obtaining the written consent of the Board of Directors and all Unit Owners and Mortgagees of the Units affected, not impair any easement without first obtaining written consent of the Association and of the Unit Owner or Unit Owners and their Mortgagees for whose benefit such element exists.

(vii) To pay for the costs of repairing, replacing or cleaning any item which is the responsibility of the Unit Owner but which responsibility such Unit Owner fails or refuses to discharge (which the Association shall have the right, but no obligation, to do), or to pay for the cost of repairing, replacing, or cleaning up any item which, although the responsibility of the Association, is necessitated by reason of the willful or negligent act of the Unit Owner, his or her family, tenants or guests, with the cost thereof

to be added to and become part of the Unit Owner's next chargeable assessment.

526

⑥ Failure to Maintain. If the Board of Directors determines that any Unit Owner has failed or refused to discharge properly his or her obligation with regard to the maintenance, repair, or replacement of items of which he or she is responsible hereunder, then, the Association shall give the Unit Owner written notice of the Unit Owner's failure or refusal and of the Association's right to provide necessary maintenance, repair, or replacement at the Unit Owner's cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Board of Directors.

Unless the Board of Directors determines that an emergency exists, the Unit Owner shall have ten (10) days within which to complete maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within ten (10) days. If the Board determines that: (i) an emergency exists or (ii) that a Unit Owner has not complied with the demand given by the Association as herein provided; then the Association may provide any such maintenance, repair, or replacement at the Unit Owner's sole cost and expense, and such costs shall be added to and become a part of the assessment to which such Unit Owner is subject, shall become and be a lien against the Unit, and shall be collected as provided herein for the collection of assessments.

If the Board determines that the need for maintenance or repair is in the Area of Common Responsibility and is caused through the willful or negligent act of any Unit Owner, or occupant or their family, guests, lessees, or invitees, then the Association may assess the cost of any such maintenance, repair, or replacement against the Unit Owner's or occupant's Unit, shall become a lien against the Unit, and shall be collected as provided herein for the collection of assessments.

4. Measures Related To Insurance Coverage.

(i) The Board of Directors, upon resolution shall have the authority to require all or any Unit Owner(s) to do any act or perform any work involving portions of the Condominium which are the maintenance responsibility of the Unit Owner, which will, in the Board's sole discretion, decrease the possibility of fire or other damage in the Condominium, reduce the insurance premium paid by the Association for any insurance coverage or otherwise assist the Board in procuring or maintaining such insurance coverage. This authority shall include requiring Unit Owners to make improvements to the Unit Owner's Unit and such other measures as the Board may reasonably require so long as the cost of such work

does not exceed five hundred (\$500.00) dollars per Unit in any twelve (12) month period.

(ii) In addition to and not in limitation of, any other rights the Association may have, if any Unit Owner does not comply with any requirement made by the Board of Directors pursuant to subparagraph (d)(i) above, the Association, upon fifteen (15) days' written notice (during which period the Unit Owner may perform the required act or work without further liability), may perform such required act or work at the Unit Owner's sole cost. Such cost shall be an assessment and a lien against the Unit as provided wherein. the Association shall have all rights necessary to implement the requirements mandated by the Board pursuant to subparagraph (d)(i) of this Paragraph, including, but not limited to, a right of entry during reasonable hours and after reasonable notice to the Unit Owner or occupant of the Unit, except that access may be had at any time without notice in an emergency situation.

5. Maintenance Standards and Interpretation. The maintenance standards and the enforcement thereof and the interpretation of maintenance obligations under this Declaration may vary from one term of the Board of Directors to another. These variances shall not constitute a waiver by the Board of the right to adopt and enforce maintenance standards under this Paragraph. No decision or interpretation by the Board shall constitute a binding precedent with respect to subsequent decisions or interpretations of the Board.

(b) PARTY WALLS.

1. General Rules of Law to Apply. Each wall built as a part of the original construction of the Units which shall serve and separate any two (2) adjoining Units shall constitute a party wall and, to the extent not inconsistent with the provisions of this paragraph, the general rules of law regarding party walls and liability for property damage due to negligent or willful acts or omissions shall apply thereto.

2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Unit Owners who make use of the wall or fence in equal proportions.

3. Damage and Destruction. If a party wall is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Unit Owner who has benefitted by the wall may restore it, and the other Unit Owner or Unit Owners thereafter who are benefitted by the wall shall contribute to the cost of restoration thereof in equal proportions, without prejudice,

however, to the right of the Unit Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

4. Right to Contribution Runs with Land. The right of any Unit Owner to contribution from any other Unit Owner under this Paragraph shall be appurtenant to the land and shall pass to such Unit Owner's successors-in-title.

5. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Paragraph, each party shall appoint one (1) arbitrator. Should any party refuse to appoint an arbitrator within ten (10) days after written request therefor by the Board of Directors, the Board shall appoint an arbitrator for the refusing party. The decision by a majority of all three (3) arbitrators shall be the final decision of the Association upon the parties. Compliance with this subparagraph shall be a condition precedent to any right of legal action that either party may have against the other in a dispute arising under the provisions of this Paragraph.

(c) ARCHITECTURAL CONTROLS.

1. Architectural Standards. Except as provided herein, no Unit Owner, occupant, or any other person may make any encroachment onto the Common Elements or Limited Common Elements, or make any exterior change, alteration, or construction (including painting and landscaping, except for hanging baskets and vegetation and/or flowers in accordance with any guidelines which may be published by the Board or its designee), not erect, place or post any object, sign, antenna, clothesline, playground equipment, light (except for reasonable seasonal decorative lights displayed between Thanksgiving and January 15), storm door or window, exterior sculpture, fountains, or thing on the exterior of the buildings, in any windows, on any Limited Common Elements, or any other Common Elements, without first obtaining the written approval of the Board or its designee. The standard for approval of such improvements shall include, but not limited to, aesthetic consideration, materials to be used, harmony with the external design of the existing buildings, Units and structures, and the location in relation to surrounding structures and topography.

Applications for approval of any such architectural modification shall be in writing and shall provide such information as the Board or its designee may reasonably require. The Board or its designee shall be the sole arbiter of such application and may withhold approval for any reason, including purely aesthetic consideration, and it shall be entitled to stop any construction which is not in conformance with approved plans. The Board or its designee may publish written architectural standards for exterior

~~and Common Elements alterations or additions, and any request in substantial compliance therewith shall be approved; provided, however, each such requested change shall be in harmony with the external design of the existing buildings and Units and the location in relation to surrounding structures and topography of the vicinity.~~

The Board of Directors subject to this subparagraph (1), may allow such encroachments on the Common Elements and Limited Common Elements as it deems acceptable.

In the event that the Board or its designee fails to approve or to disapprove such application within forty-five (45) days after the application and all information as the Board or its designee may reasonably require have been submitted, its approval will not be required and this subparagraph (1) will be deemed complied with; provided, however, even if the requirements of this subparagraph are satisfied, nothing herein shall authorize anyone to construct or maintain any structure or improvement that is otherwise in violation of the Declaration, the By-Laws, or the rules and regulations.

2. Architectural Control Committee. The Board may appoint an Architectural Control Committee. The Board may delegate such authority to individual Unit Owners by resolution, or the Board may call for a special election by the Association to select the Unit Owners to whom the authority shall be delegated. At all times, however, the chairperson of the Committee shall be a member of the Board of Directors.

3. Condition of Approval. As a condition of approval for a requested architectural change, modification, addition, or alteration, an Unit Owner, on behalf of himself or herself and his or her successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement and insurance of such change, modification, addition, or alteration. In the discretion of the Board or the Committee, an Unit Owner may be made to verify such condition of approval by written instrument in recordable form acknowledged by such Unit Owner on behalf of himself or herself and all successors-in-interest.

4. Alterations Within a Unit. No Unit Owner may make any alteration within a Unit which involves connecting to Common Element pipes, lines, conduits and/or other apparatus for access to common utilities without first obtaining the written approval of the Board or its designee. Application shall be in writing and shall include detailed plans and specifications for the proposed alteration. In the event the Board or its designee fails to approve or to disapprove such design and location within forty-five (45) days after the plans and specifications have been submitted to it, the Board shall be deemed to have approved such plans and

specifications. After the final plans and specifications have been approved by the Board, no changes may be made in the approved plans or specifications without the consent of the Board. As a condition of approval under this subparagraph (4), an Unit Owner, on behalf of himself and his successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement and insurance to and on the pipes, lines, conduits and/or other apparatus installed to connect Common Element utilities to the Unit and on the connections to Common Element pipes, lines, conduits or other apparatus. In the discretion of the Board, an Unit Owner may be made to verify that the conditions of this subparagraph (4) have been met and that the Board and/or its designee shall have the right to inspect the Unit for such compliance. In addition, an Unit Owner may be required to verify such conditions of approval by a recordable instrument acknowledged by such Unit Owner on behalf of himself and his successors-in-interest. All building code requirements must be complied with and necessary permits and approvals secured. The Unit Owner shall provide the Board or its designee with a copy of the final inspections of any local authority concerning connections to common utilities.

5. Limitation of Liability. Review and approval of any application pursuant to this Paragraph is made on the basis of aesthetic considerations only and neither the Board of Directors nor the Architectural Control Committee shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the Association, the Board of Directors, the Architectural Control Committee, or member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner or quality of approved construction on or modifications to any Unit.

6. No Waiver of Future Approvals. Each Unit Owner acknowledges that the members of the Board of Directors and the Architectural Control Committee will change from time to time and that interpretation, application and enforcement of the architectural standards may vary accordingly. The approval of either the Board of Directors or its designee of any proposals, plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Board of Directors or the Architectural Control Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

7. Enforcement. Any construction, alteration, or other work done in violation of this Paragraph shall be deemed to be nonconforming. Upon written request from the Board, Unit Owners shall, at their own cost and expense, remove such construction,

alteration, or other work and shall restore the property to substantially the same condition as existed prior to the construction, alteration, or other work. Should an Unit Owner fail to remove and restore as required hereunder, the Board or its designees shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as existed prior to the construction, alteration or other work. All costs thereof, including reasonable attorney's fees, may be assessed against the benefitted Unit and collected as an assessment pursuant to this Declaration.

Any contractor, subcontractor, agent, employee or other invitee of an Unit Owner who fails to comply with the terms and provisions of this Paragraph and the architectural standards may be excluded by the Board from the Properties, subject to the notice and hearing procedures contained in the By-Laws of the Association. In such event, neither the Association, its officers, or directors shall be held liable to any Person for exercising the rights granted by this Paragraph.

In addition, to the foregoing, the Board of Directors shall have the authority and standing, on behalf of the Association, to impose reasonable fines and to pursue all legal and equitable remedies available to enforce the provisions of this Paragraph and its decisions or those of the Architectural Control Committee.

If any Unit Owner or occupant makes any exterior change, alteration, or construction (including landscaping) upon the Common Element in violation of this Paragraph, he or she does so at his or her sole risk and expense. The Board may require that the change, alteration or construction remain on the Common Elements without reimbursement to the Unit Owner or occupant for any expense he or she may have incurred in making the change, alteration or construction.

3.

Paragraphs 13(8) and 16 are deleted in their entirety and the following Paragraph 16 is substituted therefore:

16. RULE MAKING AND ENFORCEMENT.

(a) Authority and Enforcement. The Condominium shall be used only for those uses and purposes set out in the Declaration. The Board of Directors shall have the authority to make, modify, repeal and enforce reasonable rules and regulations governing the conduct, use, and enjoyment of Units and the Common Elements; provided, copies of all such rules and regulations shall be furnished to all Unit Owners and occupants. Any rule or regulation

may be repealed by the affirmative vote or written consent of a Majority of the total Association vote at an annual or special meeting of the membership. The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the Unit Owner's Unit, and to suspend an Unit Owner's right to vote or to use the Common Elements for violation of any duty imposed under the Declaration, the By-Laws, or any rules and regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Association or the Board of Directors to limit ingress and egress to or from a Unit. In the event that any occupant of a Unit violates the Declaration, By-Laws, or a rule or regulation and a fine is imposed, notice of such violation shall be sent to the Unit Owner and occupant, and the fine shall first be assessed against such occupant; provided, however, if the fine is not paid by the occupant, within the time period set by the Board, the Unit Owner shall be an assessment and a lien against the Unit until paid. The failure of the Board to enforce any provision of the Declaration, By-Laws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

(b) Fining and Suspension Procedure. The Board shall not impose a fine, suspend the right to vote (unless an Unit Owner is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due to the Association in which case such suspension shall be automatic), or suspend the right to use the Common Elements unless and until notice of the violation is held or the time has expired for challenging the proposed sanction as provided in subparagraph (1) below as follows:

1. Notice. If any provision of the Declaration or By-Laws or any rule or regulation of the Association is violated, the Board shall serve the violator with written notice sent certified mail, return receipt requested, which shall state: (i) the nature of the alleged violation; (ii) the proposed sanction to be imposed; (iii) a statement that the violator may challenge the fact of the occurrence of a violation, the proposed sanction, or both; (iv) the name, address, and telephone number of a person to contact to challenge the proposed action; and (v) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is not begun within ten (10) days of receipt of the notice. If a challenge is not made, the sanction shall be imposed ten (10) days from the date of the notice; provided, the Board may, in its discretion, waive any sanction if the violation is cured within such ten (10) day period. In the event of a continuing violation, each day the violation continues beyond the ten (10) day period constitutes a separate offense, and fines may be imposed on a per diem basis without further notice to the violator.

2. Hearing. If the alleged violator timely challenges the proposed action, a hearing before the Board of Directors shall be held in executive session affording the violator a reasonable opportunity to be heard. The hearing shall be set at a reasonable time and date by the Board, and notice of the time, date (which shall be not less than ten (10) days from the giving notice), and place of the hearing and an invitation to attend the hearing and produce any statements, evidence, and witnesses shall be sent to the alleged violator. Prior to the effectiveness of any sanction hereunder, proof of such notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer or director who delivered such notice. The notice requirement shall be deemed satisfied if the violator appears at the meeting. The minutes of the meeting shall contain in written statement of the results of the hearing and the sanction, if any, imposed. This Paragraph shall be deemed complied with if a hearing is held and the violator attends and is provided an opportunity to be heard, notwithstanding the fact that the notice requirements contained herein are not technically followed.

(c) Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Board of Directors, may elect to enforce any provision of the Declaration, the By-Laws, or the rules and regulations by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity for compliance with the procedure set forth in subparagraph (b) of this Paragraph. In any such action, to the maximum extent permissible, the Unit Owner or occupant responsible for the violation for which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

The Association or its duly authorized agent shall have the power to enter a Unit or upon any portion of the Common Elements to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates the Declaration, the By-Laws, or the rules and regulations. All costs of self-help, including reasonable attorney's fees, shall be assessed against the violating Unit Owner and shall be collected as provided herein for the collection of assessments.

4.

Paragraph 13 is hereby amended by adding the following subparagraph (e) thereto:

(e) Heating of Units in Colder Months. In order to prevent breakage of water pipes during colder months of the year resulting in damage to any portion of the Condominium, increased Common Expenses, and increased insurance premiums or cancellation of insurance policies due to numerous damage claims, the thermostats within the Units shall be maintained with the heat in an "on" position and at a minimum temperature setting of sixty (60°) degrees Fahrenheit (except during power failures or periods when heating equipment is broken) whenever the temperature is forecasted to or does reach thirty-two (32°) degrees Fahrenheit or below. Unit Owners and occupants of Units shall take all steps possible on a timely basis to keep heating equipment, including, but not limited to, the thermostat, in good working order and repair. At any time during the months specified above when the heating equipment is not working properly, the Unit Owner or occupant shall immediately inform the Association of this failure of the equipment and of the time needed to repair the equipment. The Board of Directors may fine any Unit Owner or occupant up to five hundred (\$500.00) dollars and/or may cause the water service to the violator's Unit to be discontinued for violation of this subparagraph, in addition to any other remedies of the Association. Any fine imposed pursuant to this subparagraph shall be deemed an assessment against the Unit and may be collected in the same manner as provided herein for collection of assessments.

5.

Paragraph 27 is hereby amended by adding the following subparagraph (i) thereto:

(i) Security. The Association 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 Unit Owner, for himself or herself and his or her tenants, guests, licensees, and invitees, acknowledges and agrees that the Association is not a provider of security and shall have no duty to provide security on the Condominium. It shall be the responsibility of each Unit Owner to protect his or her person and property and all responsibility to provide security shall lie solely with each Unit Owner.

The Association shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of safety measures undertaken.

IN WITNESS WHEREOF, the undersigned officers of Bull River Bluff Condominiums, Inc., hereby certify that the above Amendment to Declaration was duly adopted by the Association and its membership.

This 3 day of December, 1991.

535

BULL RIVER BLUFF CONDOMINIUMS, INC.

By: Harris B. Dorsey [SEAL]
President

Attest: Eleanor S. Robinson [SEAL]
Secretary

[SEAL]



Signed, sealed, and delivered
this 3 day of December,
1991, in the presence of:

[Signature]
WITNESS

[Signature]
NOTARY PUBLIC

HELEN J. CONSOS
Notary Public, Chatham County, Ga.
My Commission Expires Sept. 10, 1995

NOV. 29 1993

243

STATE OF GEORGIA

RECEIVED FOR RECORD

COUNTY OF CHATHAM

93 JUL 14 AM 10:04

References: Deed Book 133-Q
Page 585
Deed Book 133-X
Page 635
Deed Book 137-N
Page 451
Deed Book 137-P
Page 164
Deed Book 152-G
Page 521

Filed For Record At 10:04 O'clock
Recorded in Record Book 161-A
On The 14 Day Of July 1993
Folio 1579
CLERK, S.C.C.O.GA.
CLERK SUPERIOR COURT, CHATHAM CO., GA.

AMENDMENT TO DECLARATION OF CONDOMINIUM OF
BULL RIVER BLUFF, A CONDOMINIUM

THIS AMENDMENT to the Declaration of Condominium of Bull River Bluff, a Condominium is made this 13th day of July, 1993, by this instrument adopted by members of the Bull River Bluff Condominiums, Inc. ("Association") entitled to cast at least sixty-seven percent (67%) of the votes of the entire votes of the membership of the Association;

W I T N E S S E T H

WHEREAS, a Declaration of Condominium of Bull River Bluff, a Condominium ("Declaration") was filed on March 10, 1987, and recorded in Deed Book 133-Q, Page 585, et seq., Chatham County, Georgia Records; and

WHEREAS, the Declaration was amended by certain amendments recorded in the Chatham County, Georgia Records as follows:

April 3, 1987	133-X	635, <u>et seq.</u> ;
March 2, 1988	137-N	451, <u>et seq.</u> ;
March 9, 1988	137-P	164, <u>et seq.</u> ;
January 6, 1992	152-G	521, <u>et seq.</u> ; and

WHEREAS, Paragraph 26 of the Declaration provides for the amendment of the Declaration by an instrument adopted by members of the Bull River Bluff Condominiums, Inc. ("Association") entitled to

13.00
394279A001 07/14/93TOTAL

cast at least sixty-seven percent (67%) of the entire votes of the members of the Association;

WHEREAS, members entitled to cast at least sixty-seven percent (67%) of the entire votes of the members of the Association have adopted this Amendment; and

WHEREAS, fifty-one percent (51%) of the votes of Units subject to a first mortgage have consented to this Amendment;

NOW THEREFORE, the Declaration of Condominium of Bull River Bluff, a Condominium is hereby amended as follows:

1.

Paragraph 12(d) shall be amended by deleting that section in its entirety and substituting therefor the following:

(d) Collection.

(1) Creation of the Lien and Personal Obligation For Assessments. Each owner of any Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges; (ii) special assessments, such assessments to be established and collected as hereinafter provided; and (iii) specific assessments against any particular Unit which are established pursuant to the terms of this Declaration, including but not limited to reasonable fines imposed in accordance with the terms of this Declaration.

All such assessments, together with charges, interest, costs, and reasonable attorney's fees actually incurred, and if the Board so elects, rents, in the maximum amount permitted by the Act, shall be a charge on the Unit and shall be a continuing lien upon the Unit against which each assessment is made. Such amounts shall also be the personal obligation of the person who was the owner of such Unit at the time when the assessment fell due. Each owner and his or her grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance.

5 February 1981

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors; unless otherwise provided, the annual assessments shall be paid in equal monthly installments due on the first day of each calendar month. No owner may exempt himself or herself from liability for or otherwise withhold payment of assessments for any reason whatsoever, including, but not limited to, nonuse of the Common Elements, the Association's failure to perform its obligations required hereunder, or inconvenience or discomfort arising from the Association's performance of its duties. The lien provided for herein shall have priority as provided in the Act.

(2) Delinquent Assessments. All assessments and related charges not paid on or before the due date shall be delinquent, and the owner shall be in default.

(A) If any monthly installment of annual assessments or any part thereof is not paid in full by the tenth (10th) day of the month or if any other charge is not paid within ten (10) days of the due date, a late charge equal to the greater of ten (\$10.00) dollars or ten (10%) percent of the amount not paid, or such higher amounts as may be authorized by the Act, may be imposed without further notice or warning to the delinquent owner and interest at the rate of ten (10%) percent or such higher rate as may be permitted by the Act shall accrue from the due date.

(B) If part payment of assessments and related charges is made, the amount received may be applied in the following order:

(i) respectively, to any unpaid late charges, interest charges, and specific assessments (including, but not limited to, fines) which are not the subject matter of suit in the order of their coming due;

(ii) to costs of collection, including reasonable attorney's fees actually incurred by the Association;

(iii) to any unpaid installments of the annual assessment or special assessments which are not the subject matter of suit in the order of their coming due;

(iv) if the Board so elects, to the fair rental value of the Unit during the pendency of suit and prior to satisfaction of any judgment which remains unpaid (The fair rental value of the Units, for purposes

of this Paragraph, shall be as established from time to time by the Board of Directors.);

(v) respectively, to any unpaid late charges, interest, specific assessments (including, but not limited to, fines), and installments of the annual assessment or special assessments which are the subject matter of suit in the order which they came due;

(C) If assessments, fines or other charges or any part thereof due from an owner remain delinquent and unpaid for a period greater than fifteen (15) days from the date due, a notice of delinquency may be given to that owner stating that if the assessment, fine or charge remains delinquent for more than ten (10) days from the date of the notice of delinquency, the Board of Directors may accelerate and declare immediately due all of that owner's unpaid installments of the annual assessment and of any special assessment. If an owner fails to pay all assessments and related charges currently due within ten (10) days of the date of the notice of delinquency, the Board of Directors may then accelerate and declare immediately due all installments of the annual assessment and of any special assessment, without any further notice being given to the delinquent owner. Upon acceleration, that owner shall thereby lose the privilege of paying the annual assessment in monthly installments for that fiscal year.

(D) If assessments and other charges or any part thereof remain unpaid more than thirty (30) days after the assessment payments first become delinquent, the Association, acting through the Board of Directors, may institute suit to collect all amounts due pursuant to the provisions of the Declaration, the By-Laws, the Act and Georgia law and suspend the owner's and/or Occupant's right to vote and the right to use the Common Elements (provided, however, the Board may not limit ingress or egress to or from the Unit).

(E) If the Unit owner shall, at any time, let or sublet his Unit and shall default for a period of one month in the payment of assessments, the Board of Directors may, at its option, so long as such default shall continue, demand and receive from any tenant or subtenant of the owner the rent due or becoming due, and the payment of such rent to the Board of directors shall be sufficient payment and discharge of such tenant or subtenant and the owner to the extent of the amount so paid.

(F) To protect the Association's right to collect unpaid assessments for expenses of and advances by the Board of Directors, the Board may on behalf of all the Unit owners, purchase the Unit provided such action is authorized by the affirmative vote of a majority of the members of the Board of Directors.

(3) Statement of Account. Any owner, mortgagee, or a person having executed a contract for the purchase of a Unit, or a lender considering a loan to be secured by a Unit, shall be entitled, upon written request, to a statement from the Association setting forth the amount of assessments due and unpaid, including any late charges, interest, fines, or other charges against a Unit. The Association shall respond in writing within five (5) days of receipt of the request for a statement; provided, however, the Association may require the payment of a fee, not exceeding ten (\$10.00) dollars, as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Unit as of the date specified therein.

IN WITNESS WHEREOF, the undersigned officers of the Bull River Bluff Condominium Association, Inc., hereby certify that the above Amendment to the Declaration was duly adopted by the required majority of the Association and its membership.

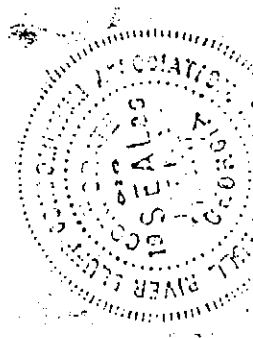
This 13th day of July, 1993.

BULL RIVER BLUFF CONDOMINIUM
ASSOCIATION, INC.

By: J. W. Sensing
President

Attest: Eleanor S. Robinson
Secretary

[CORPORATE SEAL]



Signed, sealed, and delivered
this 13th day of July,
1993 in the presence of:

Wendy L. Massaro
WITNESS

Jaynee A. Fordham
NOTARY PUBLIC

Return to:

Weissman, Nowack, Curry & Zaleon, P.C.
1349 West Peachtree Street, 15th Floor
Atlanta, Georgia 30309

STATE OF GEORGIA

COUNTY OF CHATHAM

References: Deed Book 133-Q
Page 585
Deed Book 133-X
Page 635
Deed Book 137-N
Page 451
Deed Book 137-P
Page 164
Deed Book 152-G
Page 521
Deed Book 161-B
Page 243

FILED FOR RECORD
REC. BK. 135-21
PG. 521

97 MAY 16 PM 2:14

DEED
CLERK, S.C.C.C. GA.
CLERK, S.C.C.C. GA.

AMENDMENT TO DECLARATION OF CONDOMINIUM OF
BULL RIVER BLUFF, A CONDOMINIUM

THIS AMENDMENT to the Declaration of Condominium of Bull River Bluff, a Condominium is made this 16 day of May, 1997 by this instrument adopted by members of the Bull River Bluff Condominiums, Inc. ("Association") entitled to cast at least sixty-seven percent (67%) of the votes of the entire votes of the membership of the Association;

W I T N E S S E T H

WHEREAS, a Declaration of Condominium of Bull River Bluff, a Condominium ("Declaration") was filed on March 10, 1987, and recorded in Deed Book 133-Q, Page 585, et seq., Chatham County, Georgia Records; and

WHEREAS, the Declaration was amended by certain amendments recorded in the Chatham County, Georgia Records as follows:

April 3, 1987	133-X	635, <u>et seq.</u> ;
March 2, 1988	137-N	451, <u>et seq.</u> ;
March 9, 1988	137-P	164, <u>et seq.</u> ;
January 6, 1992	152-G	521, <u>et seq.</u> ;
July 14, 1993	161-B	243, <u>et seq.</u> ; and

WHEREAS, Paragraph 26 of the Declaration provides for the amendment of the Declaration by an instrument adopted by members of the Bull River Bluff Condominiums, Inc. ("Association") entitled to cast at least sixty-seven percent (67%) of the entire votes of the members of the Association;

WHEREAS, members entitled to cast at least sixty-seven percent (67%) of the entire votes of the members of the Association have adopted this Amendment; and

626068E001 05/16/97TOTAL 18.00

WHEREAS, mortgagees holding fifty-one percent (51%) of the votes of Units subject to a first mortgage have consented to this Amendment;

NOW THEREFORE, the Declaration of Condominium of Bull River Bluff, a Condominium is hereby amended as follows:

1.

The Declaration is amended by adding a new Paragraph 28 as follows:

28. LEASING.

In order to protect the equity of the individual Unit Owners at the Condominium, to carry out the purpose for which the Condominium was formed by preserving the character of the Condominium as a homogenous residential community of predominantly owner-occupied homes and by preventing the Condominium from assuming the character of a renter-occupied apartment complex, and to comply with the eligibility requirements for financing in the secondary mortgage market insofar as such criteria provide that the project be substantially owner-occupied, leasing of Units shall be governed by the restrictions imposed by this Paragraph. Except as provided herein, the leasing of Units shall be prohibited.

(a) Definition. "Leasing," for purposes of this Declaration, is defined as regular, exclusive occupancy of a Unit by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument.

(b) Undue Hardship. The Board shall be empowered to allow reasonable leasing of Units, upon written application, to avoid undue hardship upon an Owner. By way of illustration, and not by limitation, examples of circumstances which would constitute "undue hardship" are those in which (1) an Owner must relocate his or her residence and cannot, within ninety (90) days from the date the Unit was placed on the market, sell the Unit except at a price below its current appraised market value; (2) the Owner dies and the Unit is being administered by his or her estate; or (3) the Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Unit.

Notwithstanding the above restriction, those Owners who have demonstrated that the inability to lease their Unit would result in undue hardship and have obtained the requisite approval of the Board may lease their Units for such duration as the Board reasonably determines is necessary to prevent undue hardship.

Any Owner who believes that he or she must lease his or her Unit to avoid undue hardship shall submit a written application to the Board setting forth the circumstances necessitating the leasing, a copy of the proposed lease, and such other information as the Board may reasonably require. Leasing in the case of undue hardship shall be permitted only upon the Board's written approval of the Owner's application. When leasing is approved, a copy of the lease, signed by the lessee and lessor, shall be submitted to the Board within ten (10) days after it has been signed by both parties.

The Board shall have the power to make and enforce reasonable rules and regulations and to fine, in accordance with the

*Does this
para give the
auth to the
down "applies
leasing?"*

Declaration and By-Laws, in order to enforce the provisions of this subparagraph. Any transaction which does not comply with this subparagraph shall be voidable at the option of the Board.

(c) Leasing Provisions. Such leasing as is permitted at Bull River Bluff Condominium shall be governed by the following provisions:

i) Notice. At least seven (7) days prior to entering into the lease of a Unit, the Owner shall provide the Board with a copy of the proposed lease agreement. The Board shall approve or disapprove the form of said lease. In the event a lease is disapproved, the Board shall notify the Owner of the requisite action to be taken in order to bring the lease in compliance with the Declaration and any rules and regulations adopted pursuant thereto. Within ten (10) days from the execution of the approved lease by both parties, the Owner shall provide the Board with a copy of the executed lease and the names of all people to occupy the Unit.

ii) General. Units may be leased only in their entirety; no fraction or portion may be rented. There shall be no subleasing of Units or assignment of leases unless approved in writing by the Board. No transient tenants may be accommodated in a Unit. All leases shall be in writing and in a form approved by the Board prior to the effective date of the lease. The Board shall maintain in its files and, upon request, shall provide to any Owner a form which is deemed acceptable. All leases shall be for a period of at least one (1) year. The Unit Owner must make available and the lease form shall provide that the Owner has made available to the tenant copies of the Declaration, Bylaws, and the rules and regulations.

iii) Liability for Assessments and Compliance With Declaration, Bylaws, and Rules and Regulations. 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 a lease by existence of this covenant on the Unit. Any lessee, by occupancy in a Unit, agrees to the applicability of this covenant and incorporation of the following language into the lease:

A) Liability for Assessments. When a Unit Owner who is leasing his or her Unit fails to pay any annual or special assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Board, lessee shall pay to the Association all unpaid annual and special assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by lessee. However, lessee need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board's request. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If lessee fails to comply with the Board's request to pay assessments or other charges, lessee shall pay to the Association all amounts authorized under Paragraph 10 herein as if lessee were an Owner. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

B) Compliance with Declaration, By-Laws, and Rules and Regulations. Lessee shall abide by and comply with all provisions of the Declaration, By-Laws, and rules and regulations adopted pursuant thereto and shall control the conduct of all other Occupants and guests in order to ensure compliance with the foregoing. Lessee acknowledges that the violation by lessee or any Occupant living with lessee of any provision of the Declaration, By-Laws, or rules and regulations adopted thereunder shall constitute a default under the lease. Owner shall cause all Occupants of his or her Unit to comply with the Declaration, By-Laws, and the rules and regulations adopted pursuant thereto, and is responsible for all violations and losses caused by such Occupants, notwithstanding the fact that such Occupants of the Unit are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, and rules and regulations adopted pursuant thereto. In the event that the lessee, or any Occupant, violates the Declaration, By-Laws, or a rule and regulation for which a fine is imposed, such fine shall be assessed against the lessee; provided, however, if the fine is not paid by the lessee within the time period set by the Board, the Owners shall pay the fine upon notice from the Board, the Owner shall pay the fine upon notice from the Board of the lessee's failure to pay the fine. Unpaid fines constitute a lien against the Unit, pursuant to Sections 44-3-76 and 44-3-109 of the Act. Any lessee charged with a violation of the Declaration, By-Laws, or rules and regulations adopted pursuant thereto is entitled to the same procedure to which an Owner is entitled prior to the imposition of a fine or other sanction.

Any violation of the Declaration, Bylaws, or rules and regulations adopted pursuant thereto by the lessee, any Occupant, or any person living with lessee 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 Bull River Bluff Condominium, acting through the Board, the power and authority of enforcement against the lessee for breaches of the lease resulting from the violation of the Declaration, By-Laws, and the rules and regulations adopted pursuant thereto, including the power and authority to evict the lessee on behalf and for the benefit of the Owner, in accordance with the terms hereof. In the event the Association proceeds to evict the lessee, any costs, including attorney's fees and court costs, associated with the eviction shall be specially assessed against the Unit and the Owner thereof, such being deemed as an expense which benefits the leased Unit and the Owner thereof.

iv) Use of Common Elements. The Owner 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 Common Elements of the Condominium, including, but not limited to, the use of any and all recreational facilities and other amenities.

(d) Applicability of this Paragraph 28. Those owners who are Owners upon the effective date of this Declaration may lease their Units and shall not be required to demonstrate undue hardship as a prerequisite to the leasing of their Units. However, upon any conveyance or transfer of the Unit, any grantee thereof shall be subject to the provisions of Paragraph 28, in addition to all other provisions of the Declaration, By-Laws, and rules and regulations adopted pursuant thereto.

← Note
G- Father
Clause!
JB

Leases executed after the date on which this Amendment is recorded in the Chatham County, Georgia records are subject to the terms of Paragraph 28(c) above. Leases existing on the date which this Amendment is recorded in the Chatham County, Georgia records shall not be subject to the terms of Paragraph 28(c); such leases may continue in accordance with the terms of the Declaration as it existed prior to the recording date of this Amendment. However, any assignment, extension, renewal, or modification of any lease agreement, including, but not limited to, changes in the terms or duration of occupancy, shall be considered a termination of the old lease and commencement of a new lease which must comply with this Paragraph 28(c). Any Owner of a Unit which is leased on the effective date of this Amendment shall place on file with the Board a copy of the lease agreement in effect within thirty (30) days of the date on which this Amendment is recorded in the Chatham County, Georgia records.

(e) Inapplicability to Holders of First Mortgages. This Paragraph 28 shall not apply to any leasing transaction entered into by the holder of any first Mortgage on a Unit who becomes the Owner of a Unit through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such Mortgage.

(f) Entity Owners. In the event the Owner is a corporation, partnership, trust, or other legal entity at the time this amendment is recorded then the owner shall designate, in writing, the name(s) of those persons who shall be permitted to occupy the unit.

IN WITNESS WHEREOF, the undersigned officers of the Bull River Bluff Condominium Association, Inc., hereby certify that the above Amendment to the Declaration was duly adopted by the required majority of the Association and its membership.

This 16 day of May, 1997.

BULL RIVER BLUFF CONDOMINIUM ASSOCIATION, INC.

By:

[Signature]
President

Attest:

[Signature]
Secretary

[CORPORATE SEAL]

Signed, sealed, and delivered
this 14 day of May,
1997 in the presence of:

[Signature]
WITNESS

[Signature]
NOTARY PUBLIC

SUSAN M. ANDERSON
Notary Public, Chatham County, Ga.
My Commission Expires May 19, 2000

[SPACE ABOVE RESERVED FOR RECORDING DATA]

Return to: Weissman, Nowack, Curry & Wilco, P.C. [GEN]
1349 West Peachtree Street, 15th Floor
Atlanta, Georgia 30309

STATE OF GEORGIA
COUNTY OF CHATHAM

References: Deed Book 133-Q
Page 585
Deed Book 133-X
Page 635
Deed Book 137-N
Page 451
Deed Book 137-P
Page 164
Deed Book 152-G
Page 521
Deed Book 161-B
Page 243
Deed Book 185-M
Page 521

**AMENDMENT TO DECLARATION OF CONDOMINIUM OF
BULL RIVER BLUFF, A CONDOMINIUM**

THIS AMENDMENT to the Declaration of Condominium of Bull River Bluff, a Condominium is made
this 15 day of February, 2001 by this instrument adopted by members of the Bull River Bluff
Condominiums, Inc. ("Association") entitled to cast at least sixty-seven percent (67%) of the votes of the entire
votes of the membership of the Association;

WITNESSETH

WHEREAS, a Declaration of Condominium of Bull River Bluff, a Condominium ("Declaration") was

filed on March 10, 1987, and recorded in Deed Book 133-Q, Page 585, et seq., Chatham County, Georgia Records;
and

WHEREAS, the Declaration was amended by certain amendments recorded in the Chatham County,
Georgia Records as follows:

April 3, 1987	133-X	635, <u>et seq.</u> ;
March 2, 1988	137-N	451, <u>et seq.</u> ;
March 9, 1988	137-P	164, <u>et seq.</u> ;
January 6, 1992	152-G	521, <u>et seq.</u> ;
July 14, 1993	161-B	243, <u>et seq.</u> ;
May 16, 1997	185-M	521, <u>et seq.</u> ; and

WHEREAS, Paragraph 26 of the Declaration provides for the amendment of the Declaration by an
instrument adopted by members of the Bull River Bluff Condominiums, Inc. ("Association") entitled to cast at
least sixty-seven percent (67%) of the entire votes of the members of the Association;

WHEREAS, members entitled to cast at least sixty-seven percent (67%) of the entire votes of the
members of the Association have adopted this Amendment; and

WHEREAS, Paragraph 26(d) requires the consent of 51% of the votes for Units subject to a first
mortgage if an amendment establishes, provides for, or governs insurance; and

WHEREAS, fifty-one percent (51%) of the votes of Units subject to a first mortgage have consented to
this Amendment;

NOW THEREFORE, the Declaration of Condominium of Bull River Bluff, a Condominium is hereby
amended as follows:

1.

Paragraph 9(a) of the Declaration is hereby amended by adding the following sentence between the
fourth and fifth sentences thereof:

Further, the Board of Directors shall obtain and maintain at all times flood
insurance for all Buildings and Units at the full insurable amount of the structural
components comprising the Buildings and Units, subject to the maximum limit
available through the National Flood Insurance Program. The Board of Directors shall
not be responsible for insuring the contents of any Unit at the Condominium.

Paragraph 9(a)(7) is hereby amended by deleting that subparagraph and substituting the following therefor:

(7) Additional Insurance: Each owner shall be responsible to provide as he/she sees fit, title insurance, comprehensive personal liability insurance, theft, and other insurance coverage covering improvements, betterments and personal property damage and loss. Although the Board of Directors is responsible for maintaining flood insurance for the Buildings and Units, the Unit owner is responsible for insuring the contents and/or personal property located within a Unit.

IN WITNESS WHEREOF, the undersigned officers of the Bull River Bluff Condominium Association, Inc., hereby certify that the above Amendment to the Declaration was duly adopted by the required majority of the Association and its membership.

This 30 day of May, 2001.

**BULL RIVER BLUFF CONDOMINIUM
ASSOCIATION, INC.**

By: Edward Elbe [SEAL]
President

Attest: Joan K. Smith [SEAL]
Secretary

[CORPORATE SEAL]

Signed, sealed, and delivered
this 30th day of May
2001 in the presence of:

Victoria K. Hinkle
Witness

Bess G. Adams
Notary Public

[NOTARY SEAL]

BESS G. ADAMS
Notary Public, Chatham County, GA
My Commission Expires April 5, 2003