

For Supplementary Declaration See 116-V-475
118-B-200
1st Expansion Supplement to Declaration See 117-Y-793

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DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE RIVER HOUSES AT BELL'S LANDING,
A CONDOMINIUM,
SAVANNAH, CHATHAM COUNTY, GEORGIA

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
for THE RIVER HOUSES AT BELL'S LANDING, A CONDOMINIUM,
Savannah, Chatham County, Georgia, made this 30th day of
July, 1980, by WILLIAM S. HITCH and CAREY B. SHORE (the
"Declarants").

WHEREAS, Declarants are the owners of that certain
tract or parcel of land described in Exhibit A attached
hereto and made a part hereof; and

WHEREAS, Declarants desire to create an expandable
condominium as provided for in accordance with the provi-
sions of the Georgia Condominium Act; and

WHEREAS, a plat of survey of the condominium made by
Helmly, Purcell & Associates, Inc., File No. 76-350 ("the
Condominium Plat"), pursuant to Section 20 of the Georgia
Condominium Act, will have been filed for record in the
Office of Clerk of Superior Court of Chatham County, Georgia,
prior to the first conveyance of a condominium unit;

NOW, THEREFORE, Declarants do hereby declare and
submit that portion of said tract described in Exhibit B
with all improvements now or hereafter thereon ("the Submitted
Property") to the condominium form of ownership as provided
by the Georgia Condominium Act. The Submitted Property
shall be held, sold and conveyed subject to the following
covenants, conditions and restrictions, which are instituted
to enhance and to protect the value, desirability and attrac-
tiveness of the Submitted Property.

Article I

Definitions

The definitions set forth in Section 3 of the Georgia
Condominium Act, Georgia Laws, 1975, page 609 ("the Act"),
will apply to this Declaration and all other condominium
instruments relating to the Declaration and will have the
meanings therein specified, unless the context otherwise
requires.

Article II

Name

The name of the condominium shall be THE RIVER HOUSES
AT BELL'S LANDING, A CONDOMINIUM, Savannah, Chatham County,
Georgia. The name of the Association shall be BELL'S LANDING
CONDOMINIUM ASSOCIATION, INC.

Article III

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County of Location

The condominium shall be located entirely within Chatham County, Georgia.

Article IV

Description of Submitted Property

A description of the Submitted Property is attached hereto as Exhibit B and made a part hereof.

Article V

Unit Boundaries

Each unit shall for all purposes constitute real property which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as other real property, subject to the provisions of this Declaration. Each owner shall be entitled to the exclusive ownership and possession of his unit subject to the provisions of the Georgia Condominium Act and this Declaration.

Each unit shall include all of the space within the boundaries thereof. The horizontal boundaries of each unit shall be the surface of the ground below the lower level and the underside of the roof of the upper level. The vertical boundaries shall be the outer unfinished surfaces of all exterior walls and the center line of all party walls. Each unit owner shall also own the front and rear doorsteps, porches and decks of his unit and any exterior air conditioning equipment appurtenant to the unit.

The correct delineation of the unit boundaries is shown on the Condominium Plat.

Article VI

Unit Information

The identifying number, undivided interest in the common elements, number of votes in the Association and share of liability for common expenses for each unit within the condominium are set forth on Exhibit D attached hereto and made a part hereof.

Article VII

Docking Facilities and Parking Area

The facilities comprising fixed and floating docks proposed to be constructed in Hover Creek shall be part of the common elements of the condominium; provided, however, that the Board of Directors shall have the right to promulgate rules and regulations for use of, and to establish special assessments to cover docking and other fees commensurate with usage of the facilities by unit owners.

The area designated on the Condominium Plat for boat and trailer storage shall be part of the common elements of the condominium. Usage thereof by unit owners shall be on a first

come-first served basis unless and until the Board of Directors shall otherwise determine.

Article VIII

Restrictions on the General Use of the Condominium and Units

The use of the Submitted Property and the units shall be in accordance with the following provisions so long as the condominium exists.

Section 1. Residential Use. Each unit is hereby restricted to use by its owner, the owner's family, servants and guests, tenants or lessees, as a residence only and shall in no event be used at any time for any purpose other than residential purposes. The rental or leasing by an owner of his unit for residential purposes shall not be prohibited, regardless of the term of occupancy.

The Declarants and their duly authorized agents, representatives and employees shall have the right to maintain a sales office and model units on the Submitted Property so long as Declarants own any condominium unit for the purpose of sale.

Section 2. No Subdivision. No unit may be divided or subdivided into a smaller unit, nor any portion thereof separately sold, leased, rented or otherwise transferred. No structure of a temporary character, trailer, basement, tent, shack, carport or other outbuilding shall be erected or used as a residence or for any other purpose on any portion of the condominium at any time.

Section 3. Obstruction of Common Elements. There shall be no obstruction of the common elements nor shall anything be stored in the common elements without the prior written consent of the Board of Directors.

Section 4. No Hazardous Materials. Nothing shall be done or kept in any unit or in the common elements which will increase the rate of insurance on the condominium or any portion thereof, without the prior written consent of the Board of Directors. No unit owner shall permit anything to be done or kept in his unit or in the common elements which will result in the cancellation of insurance on the condominium or any portion thereof, or which would be in violation of any law. No waste shall be committed on the common elements.

Section 5. Exterior Decorations. Unit owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or doors of any portion of the condominium, and no sign, awning, canopy, shutter or radio or television antenna shall be affixed to or placed upon the exterior walls or doors, roof, patios or balconies or any part thereof or exposed on or at any window, without the prior written consent of the Board of Directors.

Section 6. Nuisances. No noxious or offensive activity shall be maintained or carried on in any unit or in the common elements or limited common element, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other unit owners or occupants. No unit owner shall make or

permit any disturbing noises in the condominium, or any portion thereof, by himself, his family, servants, guests, tenants or lessees, nor do or permit anything by any of such persons that will interfere with the rights, comforts or convenience of other unit owners. No clothes, sheets, blankets, laundry or any kind of other articles shall be hung out of a unit or exposed on any part of the common elements. The common elements shall be kept free and clear of rubbish, debris and other unsightly materials.

Section 7. Advertising Signs. All "For Sale," "For Rent" or "For Lease" signs placed by any unit owner on any part of the condominium or in any unit therein will conform to such regulations which specify size, shape, color and placement as may be adopted by the Board of Directors, but in no event will any sign be larger than one foot by two feet. No other window displays or advertising shall be maintained or permitted on any part of the condominium or in any unit therein.

Section 8. Garbage Containers. No garbage cans shall be placed in the common elements, except as may be of a design and at a location approved by the Board of Directors.

Section 9. Parking Areas. Parking areas located on the common elements, except that area designated on the Condominium Plat for boat and trailer storage, shall be used for no purpose other than to park the personal vehicles of unit owners, their guests, tenants and lessees, specifically excluding commercial vehicles, trailers, campers, motor homes and boats. This prohibition shall not apply to temporary parking of service vehicles used for maintenance purposes.

Each unit shall be entitled to two parking spaces in the parking area in close proximity to the building in which the unit is located. The Board of Directors shall have the right to assign the parking spaces to units.

Section 10. Approval Required for Changes. No construction of any nature whatsoever shall be commenced or maintained upon the common elements of the condominium, nor shall there be any change, modification or alteration in any manner whatsoever of any surface or facade of a unit exterior, including the color, unless and until the plans and specifications showing the nature, kind, shape, height, color, materials and locations of the same shall have been submitted to and approved in writing by the Board of Directors, which approval shall not be unreasonably withheld.

Section 11. Common Elements Use. No planting or gardening shall be done and no fences, hedges or walls shall be erected or maintained within the common elements except as the Board of Directors, in its sole discretion, may deem appropriate. No sidewalks, doorsteps, entrances and passageways shall be obstructed, encumbered or used other than for ingress and egress to and from units. These restrictions are for the mutual benefit, safety and protection of all owners and unit residents and visitors.

Section 12. Other Restrictions, Rules and Regulations. The Association, through its Board of Directors, shall have the authority to promulgate and publish such additional restrictions, rules and regulations governing the use of the Submitted Property, as is deemed necessary to insure the protection and the beneficial enjoyment thereof by all owners. The Board of Directors shall be empowered to enforce compliance with the provisions of the condominium instruments and any rules and regulations adopted under this section.

Pursuant to Section 13 of the Act, the Board of Directors shall have the authority to impose reasonable fines for violations for each failure to comply with said rules or with any condominium instruments, and to suspend temporarily the right to use certain of the common elements.

Article IX

Procedures Regarding Common Expenses

Section 1. Budget. At the first meeting of the Board of Directors, and thereafter at least thirty (30) days prior to the date of each Semi-Annual meeting of the Association, the Board of Directors shall prepare a budget for the maintenance and operation of the condominium for the next succeeding period October 1 through September 30 (the "Assessment Year") and shall estimate the amount of common expenses to be paid for such period. The amount of common expenses so determined shall be allocated and assessed by the Board of Directors among the unit owners in proportion to the respective shares of common expenses as set forth on Exhibit D attached hereto and made a part hereof.

Section 2. Common Expenses. In addition to any common expenses set forth in the Act, or elsewhere in this Declaration, common expenses shall include, but not be limited to, the following:

- (a) Fees and expenses of managing and administering the Association;
- (b) Expenses of landscaping and maintenance of common areas, roadways, lighting, signs and docking facilities;
- (c) Expenses of utility services for the common elements, including water, gas, electricity and sewer;
- (d) The cost of all insurance premiums on all policies of insurance, including insurance for the limited common element, obtained by the Association pursuant to the Act or this Declaration;
- (e) The cost of exterior maintenance to paint, repair, replace and care for roofs, gutters, downspouts and exterior building surfaces of all units and the docking facilities, including pesticide treatment thereof, but not to include exterior maintenance of glass surfaces, doors, air conditioning systems and lighting fixtures attached to units, which is the sole responsibility of unit owners;
- (f) Amounts determined by the Board of Directors to be reasonably required for such reserve fund or funds as the Board of Directors may, but shall not be required to, establish or maintain and for deficiencies arising from unpaid assessments; and
- (g) Special assessments as hereinafter provided, notice of which shall be furnished to each unit owner in the same manner as is provided for the budget.

Section 3. Assessment. The Board of Directors shall promptly advise each unit owner in writing of the estimated annual amount of common expenses payable by the unit owner

as so determined by the Board of Directors and shall furnish each unit owner with a copy of the budget on which such estimate is based and, upon request, shall furnish a copy of such budget to the mortgagee of such unit. If said estimated amount proves inadequate for any such year for any reason, including non-payment of any unit owner's assessment, the Board of Directors may, at any time or from time to time, levy special assessments to cover such inadequacy.

The assessments provided for in this Article shall be established on the Assessment Year basis unless and until the Board of Directors elects to establish a different and/or more frequent assessment period. The assessment obligation shall commence as to each unit at such time as the Chatham County Building Official issues a Certificate of Occupancy for it. The first year's assessment for each unit shall be adjusted according to the number of days remaining in the Assessment Year after the date of such issuance and shall be paid by the unit owner to the Association in equal monthly installments on the first day of each month. At the time of initial conveyance of a unit by Declarants, the purchaser thereof shall pay to the Association the pro rata assessment and, as a special assessment, an amount equivalent to the earned premium of the insurance for such unit for the then-current insurance premium year.

Section 4. Liabilities for Common Expenses. In addition to the allocations for shares of liability for the normal common expenses as provided in Section 17 of the Act and in Section 2 of this Article:

- (a) Any expenditures by the Association benefiting fewer than all of the units shall be specially assessed equitably among all of the condominium units so benefited;
- (b) Any expenditures by the Association occasioned by the conduct of fewer than all of those entitled to occupy all of the units or by the licensees or invitees of any such unit or units shall be specially assessed against the condominium unit or units, the conduct of any occupant, licensee or invitee of which occasioned any such common expenses;
- (c) Any expenditures by the Association which benefit all of the units but which significantly benefit some units more than others shall be assessed equitably among all of the condominium units on the basis of value of such benefit.

Section 5. Special Assessments for Reconstruction or Replacement. In addition to the assessments provided for above, the Board of Directors may levy special assessments for the purpose of paying, in whole or in part, the cost of construction of any reconstruction or replacement of any existing improvement within the common elements, including the cost of any fixtures or personal property relating thereto; provided that such assessment shall have been approved by at least two-thirds of the Board of Directors.

Section 6. Special Assessments for Capital Improvements. In addition to the assessments provided for above, the Board of Directors may levy special assessments for the purpose of paying, in whole or in part, the cost of construction of any new improvement or new amenity within the common elements, including the cost of any fixtures or personal property relating thereto; provided that the construction of such new

improvement or new amenity shall have been approved by members of the Association holding at least two-thirds of the votes of the Association at a meeting duly called for this purpose, written notice of which shall have been given in the manner specified in the By-Laws of the Association. The assessment for such new improvement or new amenity shall be specially assessed equitably among the condominium units, the owners of which desire to participate in the use and enjoyment of such new improvement or new amenity.

Section 7. Duty of Association to Enforce Collection. The Board of Directors shall take prompt action to collect any assessment due from any unit owner. The Board of Directors shall have the right and duty to attempt to recover such unpaid assessments, together with all interest and charges thereon as provided in the Act and in this Declaration.

Article X

Lien for Assessments

Section 1. Non-payment of Assessment. Any assessment made in compliance with the provisions of Article IX shall constitute a lien in favor of the Association against the units and may be enforced as provided in Section 41 of the Act or as provided by any other law.

Section 2. Late Charges, Interest and Costs. With respect to the lien for assessments provided by Section 41 of the Act in favor of the Association against any unit owner or condominium unit, said lien may, at the option of the Board of Directors, also include:

- (a) a late or delinquency charge (not in excess of the greater of \$10.00 or 10% of the amount of each assessment or installment thereof not paid when due);
- (b) interest on each assessment or installment thereof, and any delinquency or late charge appertaining thereto, from the date the same was first due and payable, at the rate of 8% per annum;
- (c) the costs of collection, including court cost, the expenses of sale, any expenses required for the protection and preservation of the unit and reasonable attorney's fees actually incurred; and
- (d) the fair rental value of the condominium unit from the time of the institution of suit until the sale of the condominium unit at foreclosure (or until the judgment rendered in such suit is otherwise satisfied).

Section 3. Notice to Mortgagee. Provided that a unit owner shall have given notice to the Association of a mortgage against his unit (or such notice has been given the Association by the mortgagee), the Association shall give notice of delinquency in payment of assessments or of lien to such mortgagee if requested in writing by it.

Section 4. Fee for Lien Certificate. Payment of a fee to the Association in the amount of \$10.00 shall be required as a prerequisite to the issuance by the Association of the notice provided in Section 3 of this Article and/or the statement required by Section 41(d) of the Act.

Article XI

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Common Profits

The common profits shall be applied to the payment of common expenses and the rights in any surplus remaining shall appertain to the condominium units in proportion to the liability for common expenses appertaining to each unit. At the discretion of the Association, any such surplus or any portion thereof may be accordingly distributed to, or credited to, the next assessments chargeable to the unit owners or the same may be added to any reserve maintained pursuant to the condominium instruments or the By-Laws of the Association.

Article XII

Authority, Duties and Responsibilities of the Association

In addition to the authority, duties and responsibilities conferred upon the Association by the Act, the Articles of Incorporation, the By-Laws or any other condominium instruments, it is expressly provided:

Section 1. Authorization. The Association shall be and is hereby:

- (a) Pursuant to Section 13 of the Act, empowered to suspend temporarily the right of use of certain of the common elements as shall be specifically designated by the Association by a unit owner and by all those entitled to occupy a unit who fail to comply with all lawful provisions of this Declaration and all other condominium instruments; provided, however, that no such suspension shall deny any such unit owner or such occupants of any condominium unit access to the unit owned or occupied nor cause any hazardous or unsanitary condition to exist.
- (b) Empowered to make rules and regulations, in addition to any provided herein, further defining the proper use and maintenance of the condominium. Such rules and regulations shall not be inconsistent with the condominium instruments and, in the event of any conflict, the condominium instruments shall control. Copies of such rules and regulations shall be maintained by the Secretary of the Association and be furnished to all unit owners upon request. Such rules and regulations shall be binding upon the owners, their families, visitors, guests, servants, lessees, agents, successors and assigns until and unless they are specifically amended, overruled and cancelled by the Board of Directors of the Association.
- (c) Endowed with the right to maintain existing improvements regardless of any present or future encroachment(s) of the common elements upon another unit, and with the right to enter for its duly authorized agents into any unit at any reasonable time upon reasonable notice to such unit owner to perform the duties imposed by Section 2 of this Article.

Section 2. Duties. In addition to the duties imposed upon it by the Act and the condominium instruments, the Association shall have an affirmative duty to maintain, repair, renovate, restore and replace all common elements and the exterior and roofs of all condominium units, except for exterior lighting fixtures attached to the units; to provide for pesticide treatment for the exterior surfaces of all condominium units; and to construct amenities as authorized under the provisions of Section 6 of Article IX of this Declaration.

Article XIII

Control of the Association

The Declarants are hereby authorized to appoint and remove any member or members of the Board of Directors and any officer or officers of the Association until the occurrence of the earliest of the following:

- (a) the expiration of seven years after the recording of this Declaration; or
- (b) the date as of which four-fifths (4/5) of the units shall have been conveyed by Declarants to unit owners other than Declarants unless at such time the Declarants' option to add additional property has not expired; or
- (c) the date as of which the Declarants surrender the authority to appoint and remove members of the Board of Directors and officers.

Article XIV

Insurance

Section 1. Insurance Guidelines. The Association shall be required to obtain and maintain casualty and liability insurance policies as required by Section 39 of the Act. In discharging its responsibility to maintain appropriate insurance coverage the Association shall be governed by the following guidelines:

- (a) All policies shall be written with a company licensed to do business in the State of Georgia and holding a rating of "AAA" or better by Best's Insurance Reports.
- (b) All policies, including such additional unit insurance as unit owners may obtain, shall be for the benefit of the Association, unit owners and their mortgagees as their interest may appear.
- (c) Provision shall be made for the issuance of a certificate of insurance to each unit owner and his mortgagee, if any, which shall specify the proportionate amount of such insurance attributable to the particular owner's unit.
- (d) The original of all master and individual policies and endorsements thereto shall be deposited with and maintained by the Association at its principal office.

- (e) Exclusive authority to adjust losses under policies hereafter in force with respect to the Submitted Property shall be vested in the Board of Directors; provided, however, that no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.
- (f) In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by individual unit owners or their mortgagees.
- (g) Each unit owner may obtain additional unit insurance at his own expense, which additional insurance shall be for the benefit of the unit owner, the Association and any mortgagee; provided, however, that no unit owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Association, on behalf of all of unit owners and their mortgagees, may realize under any insurance policy which the Association may have in force with respect to the Submitted Property at any particular time.
- (h) Any unit owner who obtains an individual insurance policy covering his unit other than for coverage attributable to improvements made by such owner at his expense and personal property belonging to such owner, shall be required to file a copy of each such individual policy with the Board of Directors within 30 days after purchase of such insurance.
- (i) The Board of Directors shall conduct an annual insurance review which shall include a replacement cost appraisal, without respect to depreciation, of all insurable improvements on the Submitted Property (with the exception of improvements made by the respective owners at their expense) by one or more qualified persons, conducted preferably by an engineer or appraiser approved or employed by the insurance carrier whose policy is then in force, or from whom a policy is to be obtained.
- (j) The Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following: (1) a waiver of subrogation by the insurer as to any claims against the Association and its officers, directors, employees and agents, the unit owners and their respective servants, agents and guests; (2) a waiver by the insurer of its right to repair and reconstruct instead of paying cash; (3) that any master policy on the Submitted Property cannot be cancelled, invalidated or suspended on account of any one or more individual unit owners; (4) that no master policy on the Submitted Property can be cancelled, invalidated or suspended on account of the conduct of any director, officer, agent or employee of the Association without a prior demand in writing delivered to the Board of Directors to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured; and (5) that any "other insurance" clause in any master policy exclude individual unit owners' policies from consideration.

Section 2. Damage or Destruction to Condominium Units.

In the event of damage to or destruction of any unit, the Association shall cause the same to be restored, and any funds required for such restoration in excess of the insurance proceeds attributable thereto shall be paid by the unit owner of such unit; provided, however, that in the event that the unit owner of such unit, together with the unit owners of other units to which two-thirds of the votes in the Association appertain, agree not to restore such unit, the same shall not be restored and the entire undivided interest in the common elements appertaining to that unit shall thenceforth appertain to the remaining units, being allocated to them in proportion to their undivided interests in the common elements, and the remaining portion of that unit shall thenceforth be a part of the common elements. Votes in the Association and liability for future common expenses shall thereupon appertain to the remaining units, being allocated to them in proportion to their relative voting strength in the Association and liability for common expenses, respectively.

Section 3. Damage or Destruction to Common Elements.

In the event of any damage or destruction to common elements or the docking facilities and not to any portion of any unit, the portion of the common elements or docking facilities damaged or destroyed shall be repaired or restored unless the Board of Directors vote not to repair or restore. The Board of Directors shall hold any insurance proceeds paid in connection therewith, provide for the repair or restoration, impose any special assessments if the insurance proceeds are insufficient to cover the cost thereof and determine the disposition of any excess proceeds if the insurance proceeds exceed the cost of repair or restoration or if no repair or restoration be undertaken.

Article XV

Expandable Condominium

Section 1. Additional Property. The plat of survey required by Section 20(a) of the Act and which is hereinabove referred to as the Condominium Plat depicts both the Submitted Property and certain other properties contiguous thereto ("the Additional Properties"). Declarants are the owners of the Additional Properties. A description of each of the Additional Properties is attached hereto as Exhibit C and made a part hereof.

Section 2. Option to Expand Condominium. Declarants, for themselves and their heirs and assigns, hereby reserve the option to expand the condominium by submitting any or all of the Additional Properties, together with all improvements now or hereafter located thereon, to this Declaration and the condominium form of ownership. This option shall expire seven years from the date of recording this Declaration; provided, however, the unit owners of condominium units to which two-thirds of the votes in the Association appertain, exclusive of any vote or votes appurtenant to any condominium unit or units owned by Declarants, may consent to the extension of this option within one year prior to the date upon which this option would otherwise have expired.

Section 3. Additional Units. The aggregate maximum number of additional units which may be created on the Additional Properties is 29, 5 in Parcel I and 8 each in Parcels II, III and IV of the Additional Properties. The

units shall be restricted as to use to the provisions of Section 1 of Article VIII hereof and shall be otherwise subject to the provisions of the condominium instruments and the By-Laws, rules and regulations of the Association. The buildings on the Additional Properties shall be compatible in appearance, size, design and architectural style to, and be of comparable construction quality with, the buildings on the Submitted Property. Declarants, their heirs and assigns, shall have the right in their sole discretion to determine the appearance, design, architectural style and quality of such buildings. No assurances are made as to what other improvements, if any, will be made on any portion of the Additional Properties. As to those units to be added, Declarants reserve the right to create and establish common elements within any portion of the Additional Properties without limitations as to the types, sizes, location and maximum number of common elements.

Section 4. Option Limitations. Other than as stated herein, Declarants' option to expand or not to expand the condominium by submitting any or all of the Additional Properties to the Declaration is without limitation.

Section 5. Reallocation Upon Expansion. The undivided interest in the common elements, votes in the Association and liability for common expenses are allocated among the condominium units on the Submitted Property by assigning an equal share to each unit (initially a 1/13 interest per unit). Upon expansion of the condominium to include any or all of the Additional Properties, the undivided interests in the common elements, votes in the Association and liability for common expenses shall be reallocated among the condominium units on the Submitted Property and the Additional Properties on the same basis, to-wit: each unit shall have assigned to it an equal share based upon a fraction, the numerator of which shall be one and the denominator of which shall be the total number of units in the condominium including the units in the Additional Properties submitted under the provisions of this Article.

Article XVI

Miscellaneous

Section 1. Incorporation of the Act. Except as modified or expanded by the provisions of this Declaration, the Act and all of the terms, conditions and provisions thereof as existing on the date hereof are hereby by reference incorporated herein.

Section 2. 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 instruments..

Section 3. Notice of Lien or Suit. A unit owner shall give prompt notice to the Association (A) of every mortgage or lien against his unit; (B) of every suit or other proceeding which may affect the title to his unit; (C) of any notice, demand or other communication from a mortgagee holding a mortgage on such unit 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.

Section 4. Notices. Any notice or consent required by the Act or by any of the condominium instruments shall be a written notice delivered to the recipient or mailed to recipient by United States mail, postage prepaid, at recipient's last known address, if the recipient is an individual, or addressed to the President of the Association, if the recipient is the Association. 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 of Directors 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.

Article XVII

Modification

By recorded supplement, this Declaration may be modified:

A. By Declarants until such time as Declarants shall have relinquished control of the Association under the provisions of Article XIII hereof; and thereafter

B. By the affirmative action of two-thirds of the votes in the Association at a meeting called and held in the manner prescribed in the By-Laws for amendments thereof

for the purpose of clarifying any provisions hereof, provided that no such modification shall change the substantive provisions hereof or materially alter the rights of any owner established hereunder.

Article XVIII

Authors

This Declaration was prepared by Bouhan, Williams & Levy, 447 Bull Street, Savannah, Georgia 31401.

IN WITNESS WHEREOF, the undersigned have executed these presents, under seal, the day and year first above written.

 (L.S.)
WILLIAM S. HITCH

 (L.S.)
CAREY B. SHORE

Executed in the presence of:

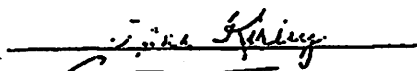

 Notary Public

EXHIBIT A

254

All that certain tract or parcel of land situate, lying and being in the City of Savannah (formerly in the 6th G.M. District), Chatham County, Georgia, containing 13.1 acres, more or less, being a portion of Hermitage Plantation in the White Bluff District, and being more particularly described as follows:

Commencing at the point of intersection of the eastern right-of-way line of Apache Avenue (formerly East Avenue Extended) and the southwest corner of Lot 99, Forest River Farms Subdivision, as said point is shown on the map or plat of said Subdivision prepared for Multiple Development Company by M.H. Floyd, dated October 1, 1945, and recorded in Subdivision Map Book A, pages 92-92A, and thence run South 18°24' West along said right-of-way line a distance of 1660 feet to a concrete monument, which is the point of beginning.

From said point of beginning, thence continue South 18°24' West along said right-of-way line a distance of 1125 feet to a concrete monument; thence run South 75°06' East a distance of 150 feet to a concrete monument; thence run South 18°24' West a distance of 150 feet to a concrete monument; thence continue South 18°24' West to the mean low water line of Hover Creek, also known as Hovey Creek, a branch of the Forest River; thence run in a generally south-eastwardly direction along the mean low water line of Hover Creek to the point where the western line of the lands now or formerly of Kelsey K. McCall intersects said low water line; thence run North 18°24' East to a concrete monument; thence continue North 18°24' East a distance of 843 feet to a concrete monument; thence run North 71°36' West a distance of 250 feet to a concrete monument; thence run North 8°56' East a distance of 487 feet to a concrete monument; thence run North 43°43' West a distance of 292 feet to the concrete monument which is the point of beginning. Said tract is bounded as follows: North by lands now or formerly of Kelsey K. McCall; East by lands now or formerly of Kelsey K. McCall; South by the mean low water line of Hover Creek and by a Public Landing; and West by said Public Landing and Apache Avenue.

SUBJECT, however, to rights, if any, of the United States of America and/or the State of Georgia to such portions of the property as lie riverward of the high water mark of Hover Creek and/or may be "estuarine area" as defined in the Georgia Coastal Marshlands Protection Act of 1970, as amended.

EXHIBIT B

255

All of the property described in Exhibit A with the exception of Parcels I, II, III and IV as shown and designated on Development Plan of The River Houses at Bell's Landing, Savannah, Chatham County, Georgia, made by Helmly, Purcell & Associates, Inc., File No. 76-350, Preliminary dated May, 1980, which is incorporated as a part hereof by express reference thereto.

SUBJECT, however, to utility easements, to ingress and egress rights over condominium drive in favor of Additional Properties Parcels I, II, III and IV and to rights, if any, of the United States of America and/or the State of Georgia to such portions of the property as lie riverward of the high water mark of Hoyer Creek and/or may be "estuarine area" as defined in the Georgia Coastal Marshlands Protection Act of 1970, as amended.

EXHIBIT C

All of the property designated as Parcels I, II, III and IV on Development Plan of The River Houses at Bell's Landing, Savannah, Chatham County, Georgia, made by Helmly, Purcell & Associates, Inc., File No. 76-350, Preliminary dated May, 1980, which is incorporated as a part hereof by express reference thereto.

256

<u>UNIT NUMBER</u>	<u>UNDIVIDED INTEREST IN COMMON ELEMENTS</u>	<u>NUMBER OF VOTES IN ASSOCIATION</u>	<u>SHARE OF LIABILITY FOR COMMON EXPENSES</u>
(Building No. 1)			
Unit 1	1/13	1	1/13
Unit 2	1/13	1	1/13
Unit 3	1/13	1	1/13
Unit 4	1/13	1	1/13
Unit 5	1/13	1	1/13
Unit 6	1/13	1	1/13
(Building No. 6)			
Unit 36	1/13	1	1/13
Unit 37	1/13	1	1/13
Unit 38	1/13	1	1/13
Unit 39	1/13	1	1/13
Unit 40	1/13	1	1/13
Unit 41	1/13	1	1/13
Unit 42	1/13	1	1/13

Filed For Record At 4:10 O'Clock P. M. On The
20 Day Of April 1981
Recorded In Record Book 116-7 Folio 238
On The 20 Day Of April 1981

CLERK SUPERIOR COURT, CHATHAM CO., GA.

The River Houses at Bell's Landing, A Condominium, is an Expandable Condominium as defined in the Georgia Condominium Act and as provided in Article XV of this Declaration. Undivided Interest in Common Elements, Number of Votes in Association and Share of Liability for Common Expenses are subject to change in accordance with Section 5 of Article XV of this Declaration upon inclusion of Additional Properties in the Condominium.

EXHIBIT D

STATE OF GEORGIA)
COUNTY OF CHATHAM)

SUPPLEMENTARY DECLARATION

475

WHEREAS, on July 30, 1980, WILLIAM S. HITCH and CAREY B. SHORE did promulgate a certain Declaration of Covenants, Conditions and Restrictions for The River Houses at Bell's Landing, A Condominium, Savannah, Chatham County, Georgia, which is recorded in Deed Book 116-N, page 238, of the records of Chatham County, Georgia; and

WHEREAS, title to the Submitted Property and the Additional Properties, as described in said Declaration, is now vested in the undersigned; and

WHEREAS, a recent survey of the properties which are subject to said Declaration indicates certain changes of description, and the undersigned desires to amend said Declaration to reflect such changes;

NOW, THEREFORE, pursuant to Article XVII of said Declaration, the undersigned, as successor in title to William S. Hitch and Carey B. Shore, does hereby amend said Declaration by substituting the Exhibits A, B and C attached hereto and made a part hereof in lieu of the Exhibits A, B and C of said Declaration.

Executed under seal this 17th day of June, 1981.

SHORE DEVELOPMENT COMPANY

By: Carl B. Shore
President

Attest: W. S. Hitch
Secretary

Executed in the presence of:

John G. Gientz

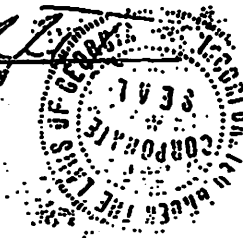
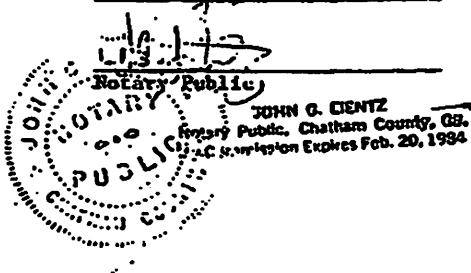


EXHIBIT B

476

ALL of the property described in Exhibit A, with the exception of Parcels I, II, III and IV as shown and designated on Sheet 2 said plat of survey referred to in Exhibit A, which is incorporated as a part hereof by express reference thereto.

SUBJECT, however, to utility easements of record or evidenced by use; to ingress and egress rights over condominium drive in favor of ~~Additional Properties~~ Parcels I, II, III and IV; and to rights, if any, of the United States of America and/or the State of Georgia to such portions of the property as lie riverward of the high water mark of Hoyer Creek and/or may be "estuarine area" as defined in the Georgia Coastal Marshlands Protection Act of 1970, as amended.

EXHIBIT C

ALL of the property designated as Parcels I, II, III and IV on Sheet 2 of said plat of survey referred to in Exhibit A, which is incorporated as a part hereof by express reference thereto.

SUBJECT, however, to utility easements of record or evidenced by use and to rights, if any, of the United States of America and/or the State of Georgia to such portions of the property as may be "estuarine area" as defined in the Georgia Coastal Marshlands Protection Act of 1970, as amended.

ALL that certain tract or parcel of land situate, lying and being in the City of Savannah (formerly in the 6th G.M. District), Chatham County, Georgia, containing 12.7 acres, more or less, being a portion of Hermitage Plantation in the White Bluff District, and being more particularly described as follows:

Commencing at the point of intersection of the eastward projection of the southern right-of-way line of Fulton Road and the eastern right-of-way line of Apache Avenue and running thence South $18^{\circ} 24'$ West along the eastern right-of-way line of Apache Avenue a distance of 973.02 feet to a point, which is marked by a concrete monument and is the point of beginning.

To establish the northern and eastern boundaries of said tract, from said point of beginning run South $39^{\circ} 47' 40''$ East a distance of 287.64 feet to a point, which is marked by a concrete monument; run thence South $05^{\circ} 31' 05''$ West a distance of 471.93 feet to a point, which is marked by a concrete monument; run thence South $71^{\circ} 36'$ East a distance of 250.00 feet to a point, which is marked by a concrete monument; run thence South $18^{\circ} 24'$ West a distance of 650.00 feet to a point, which is marked by an iron pipe, and continue in the same direction a distance of 193 feet, more or less (a total distance of 843 feet, more or less), to the low water mark of Hoover Creek (known also as Hoover Creek).

To establish the western boundary of said tract, from said point of beginning run South $18^{\circ} 24'$ West along the eastern right-of-way line of Apache Avenue a distance of 1112.02 feet to a point, which is marked by a concrete monument; run thence South $75^{\circ} 06'$ East along the northern boundary of a tract of land owned by Chatham County and utilized as a public boat ramp a distance of 150.00 feet to a point, which is marked by an iron pipe; run thence South $18^{\circ} 24'$ West along the eastern boundary of said public boat ramp tract a distance of 167.00 feet to a point, which is marked by a concrete monument, and continue in the same direction a distance of 30 feet, more or less (a total distance of 197 feet, more or less), to the low water mark of Hoover Creek.

The southern boundary line of said tract meanders along the low water mark of the North bank of Hoover Creek between the points of terminus of the eastern and western boundaries hereinabove set forth.

All as will more fully appear by reference to Sheet 1 of plat of survey of The River Houses at Bell's Landing, A Condominium, made by Helms, Purcell & Associates, Inc., dated May 29, 1981, recorded in Condominium Plat Book A, folio 44, of the records of Chatham County, Georgia.

SUBJECT, however, to rights, if any, of the United States of America and/or the State of Georgia to such portions of the property as lie riverward of the high water mark of Hoover Creek and/or may be "estuarine area" as defined in the Georgia Coastal Marshlands Protection Act of 1970, as amended.

Filed For Recording At 4:11 O'Clock P M. On The
19 Day Of June 1981
 Recorded in Record Book 116-2 Folio 475
 On The 19 Day Of June 1981

CLERK SUPERIOR COURT, CHATHAM CO., GA.

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

SUPPLEMENTARY DECLARATION

200

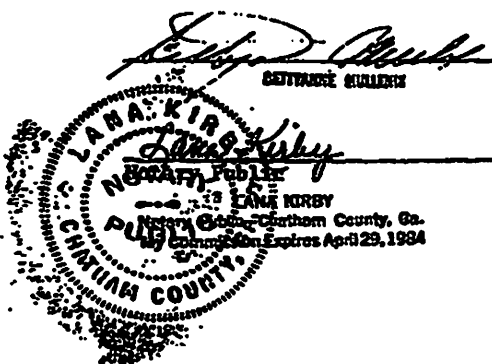
SHORE DEVELOPMENT COMPANY, developer of The River Houses at Bell's Landing, A Condominium, Savannah, Chatham County, Georgia, does hereby declare that the following shall be and become Section 1.1 of Article X of Declaration of Covenants, Conditions and Restrictions dated July 30, 1980, as supplemented by instruments dated June 17, 1981 and January 18, 1982, recorded respectively in Deed Book 116-N, page 238; Deed Book 116-V, page 475; and Deed Book 117-Y, page 793 of the records of the Office of Clerk of Superior Court of Chatham County, Georgia:

Section 1.1. Subordination of the Lien to Mortgages.
The lien of the assessments provided for in this Article shall be subordinate to the lien of any mortgage now or hereafter placed upon any Unit and filed for record prior to the date any such assessments become due.

EXECUTED under seal this 16th day of February, 1982.

Executed in the presence of:

SHORE DEVELOPMENT COMPANY



By: Campbell President

Attest: Eileen R. Stone Secretary

Filed For Record At 11:47 O'clock 11 M. On The 16 Day Of Feb 1982
Recorded in Record Book 117-B Page 200
On The 16 Day Of Feb 1982

CLERK SUPERIOR COURT, CHATHAM CO., GA.



FIRST EXPANSION SUPPLEMENT
TO
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE RIVER HOUSES AT BELL'S LANDING,
A CONDOMINIUM,
SAVANNAH, CHATHAM COUNTY, GEORGIA

793

WHEREAS, on July 30, 1980, WILLIAM S. HITCH and CAREY B. SHORE did establish a Condominium by promulgating a certain Declaration of Covenants, Conditions and Restrictions for The River Houses at Bell's Landing, a Condominium, Savannah, Chatham County, Georgia, as modified by Supplementary Declaration dated June 17, 1981, which instruments are recorded in Deed Book 116-N, page 238 and Deed Book 116-V, page 475 of the records of Chatham County, Georgia, and which are incorporated as a part hereof by express reference thereto (collectively, "the Declaration"); and

WHEREAS, Article XV of the Declaration provides for the right of declarants, their heirs and assigns, to add certain Additional Properties to the Condominium; and

WHEREAS, WILLIAM S. HITCH and CAREY B. SHORE did convey all of the property described in Exhibit A of the Declaration to SHORE DEVELOPMENT COMPANY ("Declarant") by Warranty Deed dated December 12, 1980, recorded in Deed Book 116-N, page 301 of the records of Chatham County, Georgia; and

WHEREAS, Declarant now desires to add to the Condominium the tracts of land designated in the Declaration as Parcels I and III of the Additional Properties as described on Exhibit C of the Declaration, which parcels each contain one building with a total of 13 Units;

NOW, THEREFORE, pursuant to Section 25 of the Georgia Condominium Act ("the Act") and to Article XV of the Declaration, Declarant does hereby declare and submit Parcels I and III of the Additional Properties, together with all improvements constructed thereon, to the condominium form of ownership as provided by the Act and to be and become part of The River Houses at Bell's Landing, a Condominium, Savannah, Chatham

County, Georgia, and to be held, sold and conveyed in all respects subject to the Declaration.

Further, pursuant to Section 25 of the Act and to Article XV of the Declaration, Declarant hereby reallocates undivided interests in the Condominium common elements, votes in the Association and liabilities for future Condominium expenses as set forth in Exhibit B attached hereto and made a part hereof.

Prior to the first conveyance of a Condominium Unit to be so constructed, Declarant has filed for record in the Office of Clerk of Superior Court the plats and plans referred to in Section 20 of the Act.

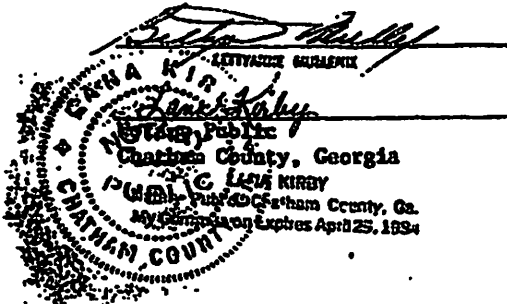
IN WITNESS WHEREOF, Declarant has executed these presents, under seal, this 18th day of January, 1982.

SHORE DEVELOPMENT COMPANY

By: [Signature]

Attest: [Signature]

Executed in the presence of:



<u>UNIT NUMBER</u>	<u>UNDIVIDED INTEREST IN COMMON ELEMENTS</u>	<u>NUMBER OF VOTES IN ASSOCIATION</u>	<u>SHARE OF LIABILITY FOR COMMON EXPENSES</u>
(Building No. 1)			
Unit 1	1/26	1	1/26
Unit 2	1/26	1	1/26
Unit 3	1/26	1	1/26
Unit 4	1/26	1	1/26
Unit 5	1/26	1	1/26
Unit 6	1/26	1	1/26
(Building No. 2)			
Unit 7	1/26	1	1/26
Unit 8	1/26	1	1/26
Unit 9	1/26	1	1/26
Unit 10	1/26	1	1/26
Unit 11	1/26	1	1/26
(Building No. 4)			
Unit 20	1/26	1	1/26
Unit 21	1/26	1	1/26
Unit 22	1/26	1	1/26
Unit 23	1/26	1	1/26
Unit 24	1/26	1	1/26
Unit 25	1/26	1	1/26
Unit 26	1/26	1	1/26
Unit 27	1/26	1	1/26
(Building No. 6)			
Unit 36	1/26	1	1/26
Unit 37	1/26	1	1/26
Unit 38	1/26	1	1/26
Unit 39	1/26	1	1/26
Unit 40	1/26	1	1/26
Unit 41	1/26	1	1/26
Unit 42	1/26	1	1/26

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2.7. 82
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2.7. 793
19.82

CLERK SUPERIOR COURT, CHATHAM CO., GA.

The River Houses at Bell's Landing, A Condominium, is an Expandable Condominium as defined in the Georgia Condominium Act and as provided in Article XV of the Declaration. Undivided Interest in Common Elements, Number of Votes in Association and Share of Liability for Common Expenses are subject to change in accordance with Section 5 of Article XV of the Declaration upon inclusion of Additional Properties in the Condominium.

12563 1/17/12 102
16.1 13
Sx. v. Gx 3/1/19

The River Houses at Bell's Landing,
A Condominium,
Savannah, Chatham County, Georgia

Clock: 305291
FILED FOR RECORD

9/05/2002 02:07PM

PAID: 26.00 24.0007

Article XVII

Modification

By recorded supplement, this Declaration may be modified.

Susan D. Prouse, Clerk

Superior Court of Chatham County
Chatham County, Georgia

B. By the affirmative action of two-thirds of the votes in the Association at a meeting called and held in the manner prescribed in the BY-Laws for amendments thereof

For the purpose of clarifying any provisions hereof, provided that no such modification shall change the substantive provisions hereof or materially alter the rights of any owner established hereunder.

BK 116N-238

Article IX
Procedures Regarding Common Expenses

Section 1. **Budget.** At the first meeting of the Board of Directors, and thereafter at least thirty (30) days prior to the date of each Semi-Annual meeting of the Association, the Board of Directors shall prepare a budget for the maintenance and operation of the condominium for the next succeeding period October 1 through September 30 (the "Assessment Year") and shall estimate the amount of common expenses to be paid for such period. The amount of common expenses so determined shall be allocated and assessed by the Board of Directors among the unit owners in proportion to the respective shares of common expenses as set forth on Exhibit D attached hereto and made a part hereof.

Adding the following to Section 1:

Any revised assessment shall be approved in writing by a majority vote of the association members at the annual meeting or at any special meeting called for this purpose and shall become the new amenities fee. If the revised assessment is not approved in writing by a majority vote of the association members, the prior amenities fee shall remain in effect.

Section 2. **Common Expenses.** In addition to any common expenses set forth in the ACT, or elsewhere in this Declaration, common expenses shall include, but not be limited to, the following:

- (a.) Fees and expenses of managing and administering the Association;
- (b.) Expenses of landscaping and maintenance of common areas, roadways, lighting, signs and docking facilities;
- (c.) Expenses of utility services for the common elements, including water, gas, electricity and sewer;
- (d.) The cost of all insurance premiums on all policies of insurance, including insurance for the limited common element, obtained by the Association pursuant to the Act or this Declaration;
- (e.) The cost of exterior maintenance to paint, repair, replace and care for roofs, gutters, downspouts and exterior building surfaces of all units and the docking facilities, including pesticide treatment thereof, but not to include exterior maintenance of glass surfaces, doors, air conditioning systems and lighting fixtures attached to units which is the sole responsibility of unit owners;
- (f.) Amounts determined by the Board of Directors to be reasonably required for such reserve fund or funds as the Board of Directors may, but shall not be required to, establish or maintain and for deficiencies arising from unpaid assessments; and
- (g.) Special assessments as hereinafter provided, notice of which shall be furnished to each unit owner in the same manner as is provided for the budget.

Modification of the Declaration of Covenants and Restrictions

1 of 4

239 T 097
BOOK PAGE

**The River Homes at Bell's Landing,
A Condominium,
Nevanah, Chatham County, Georgia**

Section 3. Assessment. The Board of Directors shall promptly advise each unit Owner in writing of the estimated annual amount of common expenses payable by the unit owner as so determined by the Board of Directors and shall furnish each unit owner with a copy of the budget on which such estimate is based and, upon request, shall furnish a copy of such budget to the mortgagee of such unit. If said estimated amount proves inadequate for any such year for any reason, including non-payment of any unit owner's assessment, the Board of Directors may, at any time or from time to time, levy special assessments to cover such inadequacy.

The assessments provided for in this Article shall be established on the Assessment Year basis unless and until the Board of Directors elects to establish a different and/or more frequent assessment period. The assessment obligation shall commence as to each unit at such time as the Chatham County Building Official issues a Certificate of Occupancy for it. The first year's assessment for each unit shall be adjusted according to the number of days remaining in the Assessment Year after the date of such issuance and shall be paid by the unit owner to the Association in equal monthly installments on the first day of each month. At the time of initial conveyance of a unit by Declarants, the purchaser thereof shall pay to the Association the prorata assessment and, as a special assessment, an amount equivalent to the earned premium of the insurance for such unit for the then-current insurance premium year.

Section 4. Liabilities for Common Expenses. In addition to the allocations for shares of liability for the normal common expenses as provided in Section 17 of the Act and in Section 2 of this Article:

- (a) Any expenditures by the Association benefiting fewer than all of the units shall be specially assessed equitably among all of the condominium units so benefited;
- (b) Any expenditures by the Association occasioned by the conduct of fewer than all of those entitled to occupy all of the units or by the licensees or invitees of any such unit or units shall be specially assessed against the condominium unit or units, the conduct of any occupant, licensee or invitee of which occasioned any such common expenses;
- (c) Any expenditures by the Association which benefit all of the units but which significantly benefit some units more than others shall be assessed equitably among all of the condominium units on the basis of value of such benefit.

Section 5. Special Assessments for Reconstruction or Replacement. In addition to the assessments provided for above, the Board of Directors may levy special assessments for the purpose of paying, in whole or in part, the cost of construction of any reconstruction or replacement of any existing improvement which the common elements, including the cost of any fixtures or personal property relating thereto; provided that such assessment shall have been approved by at least two-thirds of the Board of Directors.

Such special assessment shall be limited to the reconstruction and/or replacement of any existing improvement within the common elements, in which the failure to make immediate reconstruction or replacement will cause further significant damage to the improvement. Failing such limit, the special assessment will be made as called for in this article as applies to the annual assessments which shall be approved in writing by a majority vote of the association members at the next annual meeting or such special meeting as may be called for this purpose. Any special assessment shall be limited to the annual gross aggregate amount of \$8,600.00 divided by the number of units to be assessed without specific approval in writing of the majority vote of all association members.

Effective Date of Modification of the Declaration of Covenants and Restrictions: 09-03-2002

The River Houses at Bell's Landing,
A Condominium,
Savannah, Chatham County, Georgia

ACCEPTING MODIFICATIONS TO:

ARTICLE IX - PROCEDURES REGARDING COMMON EXPENSES

SECTION 1 - BUDGET

SECTION 5 - SPECIAL ASSESSMENTS FOR RECONSTRUCTION OR REPLACEMENT

UNIT	NAME	UNIT	NAME
1	Eileen McMillie proxy for Betty Ross	22	
2	Jay Banks proxy for Gary Davis	23	Jay Banks proxy for Betty Ross
3	Barbara W. Allen	24	J
4	Louis L. Castellan	25	Ray Zilman
5	Joe & Ann Holt	26	Louise M. Valente
6	Eileen McMillie	27	Heather
7	Daniel & Susan Ross	28	Jay Banks proxy for Tommy Ryle
8	Jay Banks proxy for Gary Davis	29	
9	James L. Elliott	30	Jeff Miller
10	James H. Kirby	31	George Sherman
11	Jay Banks proxy for Elizabeth Dunn	32	Carolyn Liker

BOOK PAGE
639 099

Modification of the Declaration of Covenants and Restrictions

3 of 4

21 _____ 42

W. H. M. M. M.

~~J. Parker~~ ^{Regional} ~~prosecutor for Tenn.~~

27

The River Houses at Bell's Landing,
A Condominium,
Savannah, Chatham County, Georgia

Article XV
Amendments

Section 1. ... these By-Laws may be amended by two-thirds vote of the members at any Annual Meeting of the Association or at a special meeting of members called ...

Article XI
Meetings of Members

Section 1: The annual meeting of the members shall be held on the 2nd Tuesday of September each year at the hour of 8:00 PM. If the day for the annual meeting shall fall upon a holiday, the meeting will be held at the same hour on the 1st day following which is not a holiday.

At the annual meeting, the annual budget of the Association shall be presented along with comprehensive reports of the affairs and finances of the Association and election of Directors shall be held as provided in Article VI.

Section 2: Semi Annual meetings shall be held the 2nd Tuesday of March to give the homeowners a general update.

Section 3: Shall remain the same.

Section 4: Shall remain the same.

Section 5: Shall remain the same.

Effective Date of Amendment To The By-Laws: 09-03-2002

ACCEPTING AMENDMENT TO:

ARTICLE XI - MEETINGS OF MEMBERS
SECTIONS 1-5

UNIT	NAME	UNIT	NAME
1	Edgar Storm proxy for Carolyn Rose	22	
2	Joy Pankey proxy for Gary Davis	23	Joy Pankey proxy for Lindy Bechner
3	Barbara & Edgar Storm	24	
4	Louis Castilian	25	Roy Ulmer
5		26	Louise M. Valente
6	Eileen & Ronald McGhie	27	Jim Morehouse
7	David Rich	28	Joy Pankey proxy for Tommy Ryle
8	Joy Pankey proxy for Gary Hagin	29	
9	Donna Elliott	30	Doug Miller

Amendment of the By-Laws

1 of 2

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PAGE

**The River Houses at Bell's Landing,
A Condominium,
Savannah, Chatham County, Georgia**

10 Joseph Kirby	31 Jerry Shuman
11 Joy Pankey proxy for Elizabeth Dunn	32 Carolyn Sikes
12 Joy Pankey proxy for Elaine Etheridge	33
13 Joy Pankey	34
14 Joy Pankey proxy for Bill & Deborah Harvey	35
15	36 Craig Douglass proxy for Marzie & Doria Robertson
16 Margaret Valente	37 Linda Hendrix
17 Joy Pankey proxy for Bill Dickinson	38
18 Chris Goode proxy for Iris Goode	39
19	40 Linda Harden DeYoung
20	41 Billie Futch
21	42 Joy Pankey proxy for Reginald Tinner

See attached notarized signatures.

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239 T 102
PAGE

**The River Houses at Bell's Landing,
A Condominium,
Savannah, Chatham County, Georgia**

A Motion was made and seconded to dismiss the Board of Directors effective immediately. Another motion was made to have Jim Pankey, Leanne Rich, Margaret Valente and David Elliott serve as Interim Board of Directors until the elections presently scheduled for September 30, 2002, are held.

ACCEPTING DISMISSAL OF THE BOARD OF DIRECTORS:
Effective Date 04.03.02

<u>UNIT</u>	<u>NAME</u>	<u>UNIT</u>	<u>NAME</u>
1	Edgar Storm proxy for Carolyn Rose	22	
2	Joy Pankey proxy for Gary Davis	23	Joy Pankey proxy for Lindy Bachner
3	Barbara & Edgar Storm	24	
4	Louie Castilian	25	Roy Ulmer
5		26	Louise M. Valente
6	Elleen & Ronald McGhie	27	Jim Morehouse
7	David Rich	28	Joy Pankey proxy for Tommy Ryle
8	Joy Pankey proxy for Gary Hagin	29	
9	Donna Elliott	30	Doug Miller
10	Joseph Kirby	31	Jerry Shuman
11	Joy Pankey proxy for Elizabeth Dunn	32	Carolyn Sikas
12	Joy Pankey proxy for Elaine Etheridge	33	
13	Joy Pankey	34	
14	Joy Pankey proxy for Bill & Deborah Harvey	35	
15		36	Craig Douglass proxy for Marzie & Doris Robertson
16	Margaret Valente	37	Linda Hendrix
17	Joy Pankey proxy for Bill Dickinson	38	
18	Chris Goode proxy for Iris Goode	39	
19		40	Linda Harden DeYoung
20		41	Billie Futch
21		42	Joy Pankey proxy for Reginald Tinner

239 T 103

See attached notarized signatures.

Motion to Dismiss the Board of Directors

1

Signature for Vote to Business Board +
 pass Amendment to By-Laws
 Effective SEPTEMBER 3, 2002

(29 votes)

Unit #

SIGNATURE

BOOK
239 T

101

- 47 ~~Paul Rank~~
- 27 ~~Don L. Elliott~~
- 36 ~~Chris~~ FROM/FOR MARZIE, DORIS LOBSTER
- 31 ~~John L. Stinson~~
- 3 ~~John L. Stinson~~ Sign M. Stinson
- 6 Eileen McElhie Royal McElhie
- 1 ~~Eileen McElhie~~ proxy for Betty Ross proxy
- 18 ~~John~~ for Eric Gordon
- 10 ~~John~~ proxy for Gary Pankey proxy for Gary Pankey
- 31 ~~John~~ proxy for Gary Pankey proxy for Gary Pankey
- 41 ~~John~~ proxy for Gary Pankey proxy for Gary Pankey
- 32 ~~John~~ proxy for Gary Pankey proxy for Gary Pankey
- 40 Linda Harder Delaney
- 4 ~~John~~ proxy for Gary Pankey proxy for Gary Pankey
- 30 ~~John~~ proxy for Gary Pankey proxy for Gary Pankey
- 26 ~~John~~ proxy for Gary Pankey proxy for Gary Pankey
- 35 ~~John~~ proxy for Gary Pankey proxy for Gary Pankey
- 11 ~~John~~ proxy for Elizabeth Ruff
- 8 ~~John~~ proxy for Gary Hagan
- 13 ~~John~~ proxy for Reginald Turner
- 42 ~~John~~ proxy for Linda Bachner
- 23 ~~John~~ proxy for Elaine Etheridge
- 12 ~~John~~ proxy for Bill Duckson
- 17 ~~John~~ proxy for Bill Duckson



Signature on Reverse Side Signed
before me this the 3rd day of September 2002
Jan A. Boulik

J. A. Boulik
Witness

JAN G. BOWLAND
Notary Public, Chatham County, Georgia
My Commission Expires 09/01/05



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Type: COVE
Kind: DECLARATION OF RESTRICTIVE COV
Recorded: 10/7/2019 12:23:00 PM
Fee Amt: \$18.00 Page 1 of 4
Chatham, Ga. Clerk Superior Court
Tammie Mosley Clerk Superior Court

Participant ID: 7906805394

BK 1738 PG 289 - 292

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Margaret K. Clark, Esq.
The Law Office of Margaret K. Clark, PC
1 Diamond CSWY, Suite 21 #204
Savannah, Georgia 31406

STATE OF GEORGIA
COUNTY OF CHATHAM
Reference:
Deed Book 116-N
Page 238

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE RIVER HOUSES AT BELL'S LANDING, A CONDOMINIUM**

This Amendment to Declaration of Covenants, Conditions and Restrictions for the River Houses at Bell's Landing, A Condominium (hereinafter "Amendment") is made this 14th day of September, 2019 by Bell's Landing Condominium Association, Inc., a Georgia non-profit corporation (hereinafter "Association").

WITNESSETH:

WHEREAS, on July 30, 1980, that certain Declaration of Covenants, Conditions and Restrictions for the River Houses at Bell's Landing, A Condominium, was recorded in Deed Book 116-N, Page 238, *et seq.*, Chatham County, Georgia records (hereinafter, as amended or supplemented, the "Declaration"), thereby establishing the The River Houses at Bell's Landing, A Condominium, under and pursuant to the Georgia Condominium Act, O.C.G.A. § 44-3-70, *et seq.* (hereinafter, the "Condominium"); and

WHEREAS, pursuant to Article XVII of the Declaration, the Declaration may be modified by the affirmative action of two-thirds of the votes in the Association at a meeting called and held in the manner prescribed in the By-Laws for amendments thereof for the purposes of clarifying any provision of the Declaration; and

WHEREAS, a meeting was called and held in the manner prescribed in the By-Laws for amendments thereof; and

WHEREAS, this Amendment has been approved by the affirmative action of two-thirds of the votes in the Association, as evidenced by the certification of the undersigned officers of the Association hereinbelow; and

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. By amending Article VIII of the Declaration by adding Sections 10.1, 10.2, 10.3 and 10.4, as follows:

Section 10.1. Interior Alterations. No Owner may make or permit the making of any structural changes within the Unit interior without first obtaining the written consent of the Board of Directors, which consent shall be denied if the Board of Directors determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the Condominium in part or in whole, in its sole discretion. "Structural" alterations include, but are not limited to: installation of new or relocation of existing electrical, plumbing, air conditioning or heating installations; installation of new or relocation of existing fixtures or appliances such as toilets, sinks, tubs, showers, dishwashers, refrigerators, or ranges; the removal or modification of any partition (whether load bearing or not), door, or window; raising ceilings or relocating kitchen or bathroom. For purposes of this Section, the term "structural" shall also include the addition, removal, relocation or creation of any interior partition, whether load bearing or not. Replacement of items with substantially equivalent installations, in the same location, shall not be deemed "structural" and shall not require written approval of the Board of Directors. Further "structural" work shall include any and all work that requires a building permit, an electrical permit, a plumbing permit, a mechanical permit, or similar permits from the appropriate government agency, whether or not mentioned above.

The Board may require plans from an architect or professional engineer licensed to practice in Georgia as a condition of reviewing any requested structural modification, alteration or addition.

Section 10.2. Responsibility for Alterations and Additions. If a Unit Owner makes, or has made any modifications, installations, or additions to the interior or exterior of the Unit, Common Elements, or Limited Common Elements, the Unit Owner (and his heirs, successors in title and assigns) shall be financially responsible for the insurance, maintenance, care, and preservation of the modifications, installations or additions and shall execute such documents as the Association may promulgate accepting said financial responsibility. Any modification, alteration, or addition to the Condominium Property made by a Unit Owner may be required to be removed in connection with the Association's maintenance of the Condominium Property. In such cases, the Unit Owner who installed the alteration, addition, or improvement (and/or their successors in title) shall be obligated to reimburse the Association for any costs affiliated with removal and/or re-installation of the item, with said obligation being secured by a right of lien for Charges of equal dignity to the common expense lien created by this Declaration, or alternatively, said Owner may be required to remove and reinstall said additions, if so determined by the Board of Directors. Further, the Association, its contractors and agents, shall not be liable for any damage to the item arising out of its removal and/or reinstallation, unless occasioned by the gross negligence or willful misconduct of the Association or its contractor or agent.

Section 10.3. Combination of Units. Two contiguous Units may not be combined into a single living space. The combination of Units is not in the best interests of the Association.

Section 10.4. Ownership of Units. In order to be warrantable under many lending programs, the number of Units any person, corporation or entity may purchase or accept at conveyance is restricted so that no single person, corporation or entity may own more than two (2) units within the Condominium. To the extent a current owner as of the date this restriction is recorded owns more than two (2) Units, it may continue said ownership of said additional Unit(s), but only until a conveyance of title to said additional unit. For purposes of this restriction only, a proposed purchaser/owner shall be deemed the same as a current Owner if the current Owner or proposed purchaser/owner is involved in the other either as an owner, partner, trustee, director, member, officer or has any ownership interest whatsoever. Notwithstanding anything contained herein, the Association may own multiple Units.

2. By amending Article VII of the Declaration by adding a paragraph, as follows:

The Common Elements currently include a tennis court, which due to the natural expiration of its useful life as a playable tennis court, may be removed and replaced with greenspace, structure and/or additional parking area, as the Board of Directors determines in its sole discretion, but after seeking informal Member input.

3. Except as otherwise defined herein, capitalized terms, as used in this Amendment, shall have the meanings ascribed to such terms in the Declaration.

4. Except as amended hereby, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the President and Secretary of Bell's Landing Condominium Association, Inc. hereby certify that the agreement of the required majority to approve this Amendment was lawfully obtained and that all notices required by the Georgia Condominium Act were properly given.

BELL'S LANDING CONDOMINIUM
ASSOCIATION, INC.,
a Georgia non-profit corporation

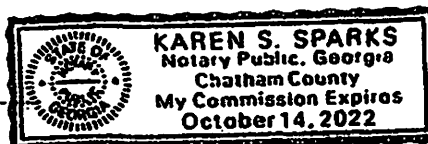
By: _____

Print Name: James Stevenson
Print Title: President

Signed, sealed and delivered
in the presence of:

[Signature]
Unofficial Witness

Karen S. Sparks
Notary Public
My Commission Expires: 10/14/22



Attest: Debra W. Smeak
Print Name: Debra W. Smeak
Print Title: Secretary

[SEAL]

Signed, sealed and delivered
in the presence of:

[Signature]
Unofficial Witness

Karen Sparks
Notary Public
My Commission Expires: 10/14/22



By-Laws of Bell's Landing Condominium Association, Inc.

Clock#: 1522661
PAID: 26.00
Daniel W. Massey, Clerk
Superior Court of Chatham County
Chatham County, Georgia

Article 1

Definitions

As used in these By-laws:

Section 1. "Association" shall mean and refer to Bell's Landing Condominium Association, Inc., a non-profit corporation organized and existing under the laws of Georgia.

Section 2. "The Act" shall mean and refer to the Georgia Condominium Act, 1975 Georgia Laws, pages 609 et seq. as the same has been and may hereafter be amended.

Section 3. "Declaration" shall mean and refer to Declaration Of Covenants, Conditions and Restrictions For The River Houses at Bell's Landing, A Condominium, Savannah, Georgia, dated July 30, 1980, recorded in Deed Book 116N, page 301, in the Office of Clerk of Superior Court of Chatham County, Georgia.

Section 4. The "Condominium Plat" shall mean and refer to Plat of The River Houses at Bell's Landing, A Condominium, made by Helmly, Purcell & Associates, to be recorded in the Condominium Plat Book in the Office of Clerk of Superior Court of Chatham County, Georgia.

Section 5. "Declarant" shall mean and refer to William S. Hitch and Carey B. Shore.

Section 6. All other capitalized terms used herein shall mean and refer to those respective terms as used and defined in the Act and more specifically defined in the Declaration.

Article II

Membership

Section 1. Every Unit Owner shall be a member of the Association.

Section 2. Exercise of membership rights in the Association is contingent upon the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each owner of, and becomes a lien upon, the property against which such assessments are made as provided by Article VIII of the Declaration.

Section 3. The membership rights of any member of the Association may be suspended by action of the Directors during the period when the assessments remain unpaid; but, upon payment of such assessments, his rights and privileges shall be automatically restored. If the Directors shall have adopted and published rules and regulations governing the use of the Common Elements and facilities and the personal conduct of any person thereon, the Directors may, in their reasonable discretion, suspend the rights of such person for violation of such rules and regulations for a period not to exceed thirty (30) days.

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Article III

Voting Rights

The voting rights of members are set forth in Article VI of the Declaration.

Article IV

Property Rights and Rights of Enjoyment of Common Elements

Section 1. Each member shall be entitled to the use and enjoyment of the Common Elements and facilities as provided by Article VI of the Declaration, subject to reserved rights as stated therein.

Section 2. Any member may delegate his right of enjoyment in the Common Elements and facilities to members of his family who reside in the Submitted Property or to any of his tenants who reside thereon. The rights and privileges of such persons are subject to suspension as stated herein to the same extent as those of the member.

Article V

Association Purposes and Powers

Section 1. The Association is organized for the purposes set forth in Article III of its Articles of Incorporation.

Section 2. Additions to the Submitted Property may be made only in accordance with applicable provisions of the Declaration.

Article VI

Board of Directors

Section 1. A Board of Directors, whose members need not be members of the Association, shall manage the affairs of the corporation. The first Board of Directors, three in number, shall serve until their successors shall have been elected and qualify. Beginning with the first annual meeting of the Association held following relinquishment of the Association by the Declarant as provided in Article XII of the Declaration, the number of Directors shall be increased to five, who shall be elected by majority vote of the members of the Association: Two shall be initially elected to serve for one year; one, for two years; and two, for three years. At each annual meeting thereafter, the members shall elect by majority vote successor Directors each to serve for a term of three years.

Section 2. Vacancies in the Board of Directors shall be filled by the majority vote of remaining Directors, any such appointed Director to hold office until the members, who may make such election at the next Annual Meeting of the Association, elect his successor.

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Article VII

Powers and Duties of the Board of Directors

Section 1. The Board of Directors shall have all powers granted it by the Declaration and granted to the Board of Directors of a condominium association by the Act, including, without limitation, the following:

- A) To call special meetings of the members whenever it deems necessary, and it shall call a meeting at any time upon written request of one-third (1/3) of the voting membership, as provided in Article XI, Section 3;
- B) To appoint and remove at pleasure all officers, committees, agents and employees of the Association, prescribe their duties, fix their compensation (if any), and require of them such security and fidelity bond as it may deem expedient. Nothing contained in these By-laws shall be construed to prohibit the employment of any member, officer or Director of the Association in any capacity whatsoever;
- C) To establish, levy and assess, and collect the assessments or charges referred to in Article II, Section 2;
- D) To adopt and publish rules and regulations governing the use of the Common Elements and facilities and the personal conduct of the members and their guests thereon;
- E) To exercise for the Association all powers, duties and authority vested in or delegated to this Association, except those reserved to the meeting or to members in the covenants;
- F) In the event that any Director shall be absent from three (3) consecutive regular meetings of the Board, the Board may, by action taken at the meeting during which said third absence occurs, declare the office of said absent Director to be vacant.

Section 2. The Board of Directors shall have all duties imposed upon it by the Declaration and imposed upon the Board of Directors of a condominium association by the Act, including, without limitation, the following:

- A) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting when such is requested in writing by one-third (1/3) of the voting membership, as provided in Article XI, Section 3;
- B) To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- C) As more fully provided in Article VIII of the Declaration:

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- 1) To fix the amount of the annual and special assessments against each unit for each assessment period at least thirty days in advance of such date or period; and, at the same time
- 2) To prepare a roster of the Submitted Property and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any member; and, at the same time
- 3) To send written notice of each assessment to every owner subject thereto;
- D) To issue, or to cause the appropriate officer to issue, upon demand of any person, a certificate setting forth whether any assessment has or has not been paid. Such certificate shall be conclusive evidence of the matters therein certified;
- E) As more fully provided in Article XIII of the Declaration, to obtain and maintain casualty and liability insurance policies as required by Section 39 of the Act.

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Article VIII

Directors' Meetings

Section 1. A regular meeting of the Board of Directors shall be held on the first Tuesday of each month, at 8:00pm at such place as the Directors by resolution shall fix, provided that the Directors may, by resolution, change the day and hour of holding such regular meetings. *(As of November 2002, the monthly meetings, by resolution of the Board of Directors, will be held the second Wednesday of each month at 6:00pm in the Clubhouse.)*

Section 2. Notice of such regular meetings is hereby dispensed with. If the day for the regular meeting shall fall upon a holiday, the meeting shall be held at the same hour on the first day following which is not a holiday, and no notice thereof need be given.

Section 3. Special meetings of the Board of Directors shall be held when called by the President or by any three Directors after not less than three (3) days' notice to each Director.

Section 4. The transaction of any business at any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present; or if, either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made a part of the minutes of the meeting.

Section 5. The presence at any meeting of a majority of the Directors shall constitute a quorum.

Section 6. Any action required by law or these By-laws to be or which may be taken at a meeting of the Board of Directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all Directors.

Article IX

Officers

Section 1. The officers shall be a President, a Vice President, a Secretary and a Treasurer. The President and the Vice President shall be selected from among the members of the Board of Directors. The offices of Secretary and Treasurer may be combined.

Section 2. The officers shall be chosen by a majority vote of the Directors at the first meeting of the Board of Directors held after each Annual Meeting of the Association.

Section 3. All officers shall hold office until their respective successors are elected and qualify, except that any officer may be removed by majority vote of the Board of Directors.

Section 4. In addition to the duties customarily performed by the officers of similar corporations, the officers of the Association shall have, without limitation, the following duties and responsibilities:

- A) The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and sign all notes, checks, leases, mortgages, deeds and all other written instruments;
- B) The Vice President shall perform all the duties of the President in his absence;
- C) The Secretary shall be ex officio the Secretary of the Board of Directors, shall record the votes and keep minutes of all proceedings in a book to be kept for the purpose. He shall sign all certificates of membership, keep the records of the Association, record in a book kept for that purpose the names of all members of the Association together with their respective addresses as registered by such members and shall cause all notices to be given to Directors and members as required in these By-laws;
- D) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, provided, however, that a resolution of the Board of Directors shall not be necessary for disbursement made in the ordinary course of business conducted within the limits of a budget adopted by the Board. By resolution the Board shall designate the officer, officers or other person(s) who may sign checks on behalf of the Association. The Treasurer shall keep proper books of accounts and may cause an annual audit of the Association books to be made by a certified public or registered accountant at the completion of each fiscal year.

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Article X

Committees

Section 1. The Board of Directors shall create, and appoint members of the Association to serve as members of, such committees as it may from time to time deem desirable to assist the Board of Directors in fulfilling the purposes of the Association.

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Section 2. Each committee shall have power to appoint a subcommittee from among its membership and may delegate to any such subcommittee any of its powers, duties and functions.

Section 3. Within such limitations as may be imposed by the Board of Directors, it shall be the duty of each committee to receive complaints from members of any matter involving Association functions, duties and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, Director or officer of the Association as is further concerned with the matter presented.

Article XI

Meetings of Members

Section 1. The Annual Meeting of the members shall be held on the second Saturday of September each year at the hour of 10:00 am. If the day for the Annual Meeting shall fall upon a holiday, the Meeting will be held the same hour on the first day following Saturday which is not a holiday. At the Annual Meeting, the annual budget of the Association shall be presented along with comprehensive reports of the affairs and finances of the Association and election of Directors shall be held as provided in Article VI. (Amended 3/12/2013)

Section 2. Semi Annual Meetings shall be held the second Saturday of March at the hour of 10:00 am to give the homeowners a general update. (Amended 3/12/2013)

Section 3. Special meetings of the members for any purpose may be called at any time by the President, by two-thirds (2/3) of the Board of Directors, or upon written request of the members who have a right to vote one-third (1/3) of all of the votes of the entire membership.

Section 4. Notice of any meetings shall be given to each member either personally, or by sending a copy of the notice through the mail, postage thereon fully prepaid to his address appearing on the books of the Association, or, if no address has been so designated, at the address of his respective unit. Each member may register a mailing address with the Secretary, and notices of meetings shall be mailed to him at such address. Notice of the Annual and Semi Annual Meetings shall be given at least twenty-one (21) days in advance of the meetings and shall set forth any special or unusual business anticipated by the Directors to be transacted, provided, however, that if the business of any meeting shall involve any action governed by the Articles of Incorporation or by the Declaration, notice thereof shall be given or sent as therein provided. Notice of any special meeting shall be mailed at least seven (7) days in advance of the meeting and shall set forth the time and place of the meeting and the nature of the business to be transacted.

Section 5. The presence at the meeting of members entitled to cast, or proxies entitled to cast, one-third (1/3) of the votes of the membership, shall constitute a quorum for any action governed by these By-laws. Any action governed by the Articles of Incorporation or by the Declaration shall require a quorum therein provided, or as provided by law.

Article XII

Proxies

Section 1. At all meetings of members, each member may vote in person or by proxy.

Section 2. All proxies shall be in writing and filed with the Secretary. No proxy shall extend beyond a period of eleven (11) months.

Article XIII

Fiscal Year, Books and Papers

Section 1. The fiscal year of the Association shall begin on October 1st and end on September 30th, except that the initial fiscal year shall commence on the date the Declaration is filed for record in the Office of Clerk of Superior Court of Chatham County, Georgia.

Section 2. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any members.

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Article XIV

Corporate Seal

The Association shall have a seal in circular form having within its circumference the words: "Bell's Landing Condominium Association, Inc." and such other wording specified by the Directors.

Article XV

Amendments

Section 1. Until such time as Declarant shall have relinquished the Association as provided in Article XII of the Declaration, these By-laws may be amended by majority vote of the Directors at a regular or special meeting of the Board of Directors; thereafter, these By-laws may be amended by two-thirds (2/3) vote of the members at any Annual Meeting of the Association or at a special meeting of members called for the purpose; provided, however, that those provisions of these By-laws which are governed by the Articles of Incorporation may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matter stated herein to be or which is in fact governed by the Declaration may not be amended except as provided in the Declaration and the Act.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-laws, the Articles of Incorporations shall control; in the case of any conflict between the Declaration submitted and these By-laws, the Declaration shall control; and in the case of any conflict between the Act and these By-laws, the Act shall control.

KNOW ALL PERSONS BY THESE PRESENTS: that the undersigned Secretary of BELL'S LANDING CONDOMINIUM ASSOCIATION, INC. does hereby verify that the above and foregoing Bylaws were duly amended by the Board of Directors on the 12th day of March, 2013.

Leanne Rich
LEANNE RICH, Secretary
Bells Landing Condominium Association, Inc.

Sworn to and subscribed before me
This 4th day of June, 2013.

Shirley Witness

Christine Rene Reddick
NOTARY PUBLIC
My commission expires: 7/23/16

CHRISTINE RENE REDDICK
NOTARY PUBLIC
CHATHAM COUNTY, GEORGIA
MY COMMISSION EXPIRES JULY 23 21

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Type: COVE
Kind: DECLARATION OF RESTRICTIVE COV
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Fee Amt: \$16.00 Page 1 of 3
Chatham, Ga. Clerk Superior Court
Tammie Mosley Clerk Superior Court

Participant ID: 7906905394

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Return after recording to:
Margaret K. Clark, Esq.
The Law Office of Margaret K. Clark, PC
1 Diamond CSWY, Suite 21 #204
Savannah, Georgia 31406

STATE OF GEORGIA
COUNTY OF CHATHAM
Reference:
Deed Book 388-L
Page 579

AMENDMENT TO BY-LAWS OF BELL'S LANDING CONDOMINIUM ASSOCIATION, INC.

This Amendment to By-Laws of Bell's Landing Condominium Association, Inc. (hereinafter "Amendment") is made this 14th day of September, 2019 by Bell's Landing Condominium Association, Inc., a Georgia non-profit corporation (hereinafter "Association").

WITNESSETH:

WHEREAS, on June 19, 2013, the By-Laws of Bell's Landing Condominium Association, Inc., were recorded in Deed Book 388-L, Page 579, et seq., Chatham County, Georgia records (hereinafter, as amended, the "By-Laws"); and

WHEREAS, pursuant to Article XV of the By-Laws, the By-Laws may be amended by two-thirds (2/3) vote of the members at an Annual Meeting of the Association or at a special meeting of members called for the purpose; and

WHEREAS, the Annual Meeting of the Association was called and held in the manner prescribed in the By-Laws; and

WHEREAS, this Amendment has been approved by two-thirds (2/3) vote of the members, as evidenced by the certification of the undersigned officers of the Association hereinbelow; and

NOW, THEREFORE, the By-Laws are hereby amended as follows:

1. By amending Article VIII of the By-Laws to delete Section 1 and replace in its entirety with the following:

A regular meeting of the Board of Directors shall be held on the Wednesday following the 20th of every month at 6:30 pm at the clubhouse. The monthly board meetings may, by Board of Directors' resolution, change the day and hour of the meeting due to scheduling and conflicts.

2. By amending Article XI of the By-Laws to delete Section 1 and replace in its entirety with the following:

Section 1. The Annual Meeting of members shall be held on the second Saturday of September each year at 10 am. If the day for the Annual Meeting shall fall upon a holiday, the meeting will be held the same hour on the first day following, which is not a holiday. At the Annual Meeting, the annual budget of the Association shall be presented along with comprehensive reports of the affairs and finances of the Association and election of Directors shall be held as provided in Article VI.

3. By amending Article XI of the By-Laws to delete Section 2 and replace in its entirety with the following:

Section 2. Semi Annual Meetings shall be held the second Saturday of March to give the homeowners a general update.

4. Except as otherwise defined herein, capitalized terms, as used in this Amendment, shall have the meanings ascribed to such terms in the By-Laws.

5. Except as amended hereby, the By-Laws shall remain in full force and effect.

IN WITNESS WHEREOF, the President and Secretary of Bell's Landing Condominium Association, Inc. hereby certify that the agreement of the required majority to approve this Amendment was lawfully obtained and that all notices required by the Georgia Condominium Act were properly given.

BELL'S LANDING CONDOMINIUM
ASSOCIATION, INC.,
a Georgia non-profit corporation

By: _____

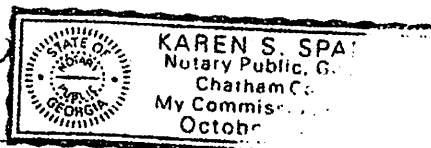
Print Name: James Stevenson
Print Title: President

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Karen Sparks
Notary Public

My Commission Expires: 10/4/22



Attest: Karen S. Sparks
Print Name: Beth W. Smoale
Print Title: Secretary

[SEAL]

Signed, sealed and delivered
in the presence of:

[Signature]
Unofficial Witness

Karen Sparks
Notary Public
My Commission Expires: 10/14/22

