

**Declaration of Covenants, Conditions and Restrictions
For The River Houses at Bell's Landing, a Condominium,
Savannah, Chatham County, Georgia**

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 provisions 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 the 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 attractiveness 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

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 centerline 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 with the condominium are set forth on Exhibit D attached hereto and made a part hereof.

Article VII

Docking Facilities and Parking

The facilities comprising fixed and floating docks proposed to be constructed in Hoover 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 or limited common element 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 or limited common element 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 or limited common element.

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 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, or 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 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.

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. (Amended 9/3/2002)

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, as 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 expenditure 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 those entitled to occupy all of the units or by the licensees or invitees of any such unit or the 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 expenditure by the Association which benefit all of the units but which significantly benefit some units more than others shall be assessed equitably among all 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.

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 majority vote of the Association members present 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 \$8,400.00 divided by the number of units to be assessed without specific approval of the written majority vote of all Association members. (Amended 9/3/2002)

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 VIII 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 costs, 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 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 assessment 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

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 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 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 the 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 responsibilities 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 as 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 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 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 may 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 rights 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 any 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 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 thereof.

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 number of additional units that 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 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, 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 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 property 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 know 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 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 notices of any error in such records or change of address.

Article XVII

Modification

By record 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 & Levey, 447 Bull Street, Savannah, Georgia 31401.

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

William S. Hitch (L.S.)

Carey B. Shore (L.S.)

Executed in the presence of:

Lana Kirby

Alan S. Gaynor, Notary Public