

DEED BOOK 508 PAGE 53

State of Georgia  
McIntosh County  
I hereby certify that this instrument was filed  
for record in the Clerk of Superior Court office  
of McIntosh County on the 27 day  
of Oct. 2008 at  
9:32 (AM) PM and recorded in Deed  
Book 508 Page 53 on the 27  
day of Oct. 2008  
M. M. Cochran  
Deputy Clerk

2008 OCT 27 PM 9:32  
FILED IN OFFICE  
CLERK OF COURTS

Prepared by:

Inglesby, Falligant, Horne,  
Courington & Chisholm, P.C.  
17 West McDonough Street  
Savannah, Georgia 31401

Please cross-reference:  
Declaration of Covenants,  
Conditions and Restrictions  
for Belle Bluff Estates dated  
July 5, 1984 and recorded in  
Deed Book 107, Page 783,  
McIntosh County, Georgia  
records.

**AMENDED AND RESTATED**  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BELLE**  
**BLUFF ESTATES**

This Amended and Restated Declaration of Covenants, Conditions and Restrictions  
for Belle Bluff Estates is made this 27 day of October, 2008, by Belle Bluff Estates  
Property Owners Association, Inc., a Georgia corporation (hereinafter referred to as the  
"Association").

**RECITALS:**

WHEREAS, the Association is the designated association pursuant to that Declaration of  
Covenants, Conditions and Restrictions for Belle Bluff Estates dated July 5, 1984, and recorded  
in Deed Book 107, Page 783, McIntosh County, Georgia records (the "Initial Declaration") and  
that amendment to Declaration of Covenants, Conditions, and Restrictions dated March 15,  
1985, and recorded in Deed Book 110, Page 144, McIntosh County, Georgia records (the "First  
Amendment") and that amendment to Declaration of Covenants, Conditions, and Restrictions  
dated December 27, 1997, and recorded in Deed Book 231, Page 456, McIntosh County, Georgia  
records (the "Second Amendment"); and

WHEREAS, the Association desires to amend and restate the Initial Declaration and the Amendment in order to update, consolidate, and restate the covenants, as set forth herein; and

WHEREAS, a majority of the owners have approved this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Belle Bluff Estates (the "Declaration") as evidenced by the certification attached hereto as Exhibit "A" for the purpose of updating, restating and consolidating the Initial Declaration, First Amendment and Second Amendment and to submit the Property (said "Property" being more particularly described on Exhibit "B" attached hereto) to the benefits and provisions of the Georgia Property Owners' Association Act, O.C.G.A. 44-3-220, et. seq. and to make other changes and supplements as agreed to by the Association with the intent to supersede and replace the Initial Declaration, First Amendment and Second Amendment.

NOW THEREFORE, the Association, by this Declaration, does hereby amend the Initial Declaration, First Amendment and Second Amendment as indicated.

## ARTICLE I

### DEFINITIONS

The following words and terms, when used in this Declaration, or any supplemental declaration, shall have the following meanings:

"Architectural Committee" shall mean that committee appointed by the Board of Directors of the Association and operating in accordance with Article IV herein.

"Architectural Guidelines" shall mean the architectural, design and construction guidelines and review procedures adopted pursuant to Article IV, and they may be amended.

"Association" shall mean and refer to the Belle Bluff Estates Property Owners Association, Inc., a Georgia non-profit corporation, its successors and assigns.

"Base Assessment" shall mean assessments levied on all Lots subject to assessment under Article VI to fund Common Expenses for the general benefit of all Lots, as determined in accordance with Section 52.

"Board of Directors" or "Board" shall mean the elected Directors of the Association.

"Common Area" shall mean any area within the Development which is owned by the Association and intended for the use of all members of the Association, including but not limited to private roads and the community dock.

"Common Expenses" shall mean the actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of all Owners, including any reasonable reserve, as the Board may find necessary and appropriate pursuant to the Declaration.

"Declaration" shall mean and refer to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Belle Bluff Estates.

"Development" shall mean Belle Bluff Estates, Phases I and II together with all common areas, roads, right-of-ways, marsh property and all other property owned by the Association, being that area more particularly described in "Exhibit B" attached hereto.

"Dwelling" shall mean any building located on a Lot and intended for use as housing for a single family.

"Lot" shall mean and refer to any plot of land shown upon the development plats, together with the improvements thereon; if any.

"Member" shall mean and refer to every person who is a member of the Association.

"Owner" shall mean and refer to the record owner, whether it is one or more persons or entities, of fee simple title to any Lot within the Development, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

"Record," "Recording," or "Recorded" shall mean the filing of a legal instrument in the Office of the Clerk of the Superior Court of McIntosh County, Georgia, or such other place as may be designated as the official location for recording documents affecting title to real estate.

"Rules and Regulations" shall mean any document prepared by Board of Directors of the Association, which will outline certain rules and regulations that will govern the use of any Common Area or Lot within the Development.

"Structure" shall mean anything erected, constructed or located in or upon the ground of any Lot, either temporarily or permanently, including but not limited to a Dwelling, outbuilding, fence or dock.

"Special Assessment" shall mean assessments levied in accordance with Article VI, Section 3.

"Specific Assessment" shall mean assessments levied in accordance with Article VI, Section 4.

"Voting Members" shall mean Owners who are current on all Association dues and assessments. A Member shall only be considered a single Voting Member, even if a Member owns multiple Lots.

## ARTICLE II

### GENERAL APPLICATION OF DECLARATIONS

1. Each of these covenants, conditions, reservations and restrictions is for the benefit of each owner of land in the Development, or any interest therein, and shall inure to and pass with each parcel of such Development, and shall bind the respective successors in-interest of the present owner. These covenants, conditions, reservations and restrictions shall be construed as

restrictive covenants running with the title to such Lots, and with each and every parcel thereof, and each grantee, by accepting a deed to any portion of the Development, accepts the same subject to the provisions hereof. All land, lots or portions of lots with the Development are subject to the provisions hereof.

2. Each covenant, restriction, reservation and servitude contained herein shall be considered to be an independent covenant and agreement, and in the event any one or more of the foregoing covenants, conditions, reservations and servitudes shall for any reason be declared null and void by any court of competent jurisdiction, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate or nullify any of the covenants, conditions, reservations and restrictions not declared to be void, but all the remaining covenants, conditions, reservations, and restrictions not so expressly held to be void shall continue unimpaired and in full force and effect.

3. These covenants, conditions, reservations and restrictions shall be binding upon each and every person having an interest in any land, lot or parcel within the Development and all parties and persons claiming under them, for a term of twenty (20) years from the date this Declaration shall be recorded in the public records of McIntosh, County, Georgia and shall be extended automatically for successive periods of ten (10) years unless an instrument signed by a majority of the then Owners has been recorded within the year preceding any extension agreeing to terminate this Declaration, in which case it shall terminate as of the date specified in such instrument. Notwithstanding this, if any provision of this Declaration would be unlawful, void, or voidable by reason of any Georgia law restricting the period of time that covenants on land may be enforced, such provision shall expire 21 years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England. Nothing in this Section shall be construed to permit termination of any easement created in this Declaration without the consent of the easement holder.

### ARTICLE III

#### GENERAL RULES AND REGULATIONS

1. All Lots and any other land within the Development shall be used for residential purposes only and each Lot shall be restricted to the construction of one single family building. Any Dwelling erected on any building site shall be fully completed within 12 months of the date construction is first commenced. No building shall be occupied until fully complete. Any building damaged or destroyed or damaged by fire or other casualty shall be repaired or demolished within three (3) months after the date of such loss and all debris removed and the Lot restored to its natural state.

2. No multi-family housing of any kind, including, but not limited to, duplexes, condominiums or townhouses, shall be constructed within the Development.

3. No outbuilding, shed, tent, treehouse, trailer or temporary building of any kind shall be erected, constructed, permitted or maintained prior to commencement of construction of a Dwelling. Upon completion, there shall be no more than two (2) detached outbuildings per Lot. The size, style, and location and basic conformity with the main Dwelling must be approved by

the Architectural Committee as provided in Article IV. Further, mobile homes shall be allowed as a Dwelling. However, from the date of recording of this Amended and Restated Declaration forward, any mobile home must be no older than three (3) years, and must measure at least fourteen (14) feet by sixty (60) feet, and must be underpinned within three (3) months after placement on the Lot. If not so underpinned, then the Association shall have the right to require the Owner to move the mobile home at the expense of the Lot Owner. The Lot Owner agrees to pay all costs incurred in the removal or attempted removal of said mobile home. Notwithstanding the foregoing, the individual Owner as of the date of the recording of this Amended and Restated Declaration, but not any subsequent Owner, may replace their home, whether a mobile or traditionally constructed, with one of the same size and type even if it is smaller than fourteen (14) feet by sixty (60) feet.

4. Unless otherwise approved by the Board of Directors, any Dwelling constructed on a Lot shall comply with the following setback lines or the requirements of McIntosh County, Georgia, whichever is more restrictive:

Front:	40' from the right of way of Fiddler Trace or any other street, except Belle Hammock Road
Side:	10' from any side or rear Lot line bordering another Lot
Marsh:	40' from the marsh line
Rear:	30' from the right of way of Belle Hammock Road

5. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at a point twenty-five (25) feet from the intersection of the street lines, or, in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

6. All Dwellings shall be designed and oriented on the Lots so as to present an attractive appearance from the marsh and all roadways.

7. No Lot shall be sold except as a whole or subdivided for the purpose of erecting a complete Dwelling on either portion; provided, however, a Lot may be subdivided when the portions so created are added to the adjoining Lots with the prior consent of the Board of Directors.

8. It is the responsibility of Lot Owners to maintain their Lots in an attractive and presentable manner. The Association reserves the right to care for any neglected Dwelling and unimproved Lots and areas within the Development and to remove and destroy tall grass, undergrowth, dead trees or branches, weeds and rubbish thereon and any unsightly and undesirable thing therefrom, and to do all other things necessary or desirable, in the judgment of the Association, to maintain the Lot neatly and in good order and to charge the cost of such

maintenance against the Owner of said Lot. This reservation shall not constitute an obligation on the part of the Association to perform any of the acts mentioned above.

9. No sign of any type shall be displayed or placed upon any Lot except "For Sale" signs or signs utilized by a builder to advertise the property during the construction or sale process, referring only to the Lot on which displayed and not to exceed two (2) square feet in size and two (2) signs to a Lot.

10. No animals, birds or fowl shall be kept or maintained on any Lot except dogs, cats and pet birds which may be kept thereon in reasonable numbers as pets for the pleasure and use of the occupants but not for commercial or business purposes. Pets shall not be permitted to run at large. Cages or traps to hold animals are prohibited.

11. No hunting or discharge of firearms shall be permitted within the Development.

12. Garbage receptacles shall be maintained on Lots in a sanitary manner and so as to be hidden from view of the marsh and roadways.

13. No trucks other than pickup trucks shall be parked overnight on any Lot except in an enclosed garage. No more than two (2) pleasure boats stored on trailers may be parked or stored on a Lot.

14. No individual water supply system for potable water shall be permitted. Only shallow wells for yard irrigation are permitted.

15. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any part of the Lot and no refuse pile or unsightly objects shall be allowed to be placed or allowed to remain anywhere thereon. Burning of yard waste shall be permitted in accordance with McIntosh County ordinances.

16. No change in the elevation of the Lot shall be made within the Development without the express written consent of the Architectural Committee.

17. No individual sewage disposal system shall be permitted on any Lot unless such system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of the McIntosh County health department or other governing body. Approval of such system shall be obtained from the appropriate county authority.

18. No trash, rubbish, garbage, debris or materials shall be deposited nor be allowed to remain on any Lot or area or in the right-of-way of any street. Extended parking on the right of way is prohibited.

19. No oil drilling, oil development operations, oil refining or mining operations of any kind shall be permitted upon or under any Lot or area. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, permitted or maintained upon any Lot or area.

20. No commercial or business activities of any kind shall be permitted within the Development or any portion thereof, except that an Owner or occupant residing in a Dwelling may conduct business activities within the Dwelling so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Dwelling; (ii) the business activity conforms to all zoning requirements for the Development; (iii) the business activity does not involve door-to-door solicitation of residents of the Properties; (iv) the business activity does not, in the Board's reasonable judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles being parked in the Development which is noticeably greater than that which is typical of Dwellings in which no business activity is being conducted; and (v) the business activity is consistent with the residential character of the Development and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Development, as may be determined in the sole discretion of the Board.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time, (ii) such activity is intended to or does generate a profit, or (iii) a license is required.

21. No commercial fishing shall be permitted within the Development.

22. The community dock and other common areas are for the private use of Voting Members and their families and guests when accompanied by a Voting Member, subject to the Rules and Regulations.

23. No campers or camping trailers or tents of any kind shall remain on any Lot for more than fourteen (14) days, and then only for guests or visitors.

24. There shall be no wood piles, used building materials, or other unsightly materials stored on any Lot which are not under cover. Wood piles must be stacked in an orderly, uniform manner. No garbage piles will be permitted on any Lot at any time.

25. No abandoned or non-operational vehicle may be kept on any Lot, nor shall any mechanical work be performed on any vehicle on any Lot except such emergency repairs as may be necessary to crank or remove the vehicle. All automobiles and boats must have a current license plate and registration.

26. All mail receptacles will be placed at a central or approved location designated by the U.S. Postal Service. Owners are responsible for maintenance of their mail receptacles.

## ARTICLE IV

### BELLE BLUFF ESTATES ARCHITECTURAL COMMITTEE

1. Responsibilities and Obligations of the Architectural Committee include, but are not limited to:

a. General: No Structure or thing shall be placed, erected, or installed upon any Lot and no improvements or other work (including staking, clearing, excavation, grading and other site work or exterior alterations of existing improvements) shall take place on a Lot, except with the prior written approval of the Architectural Committee. Before new construction of a Structure, or additions, modifications, fences or outbuildings are started or placed, the property Owner must contact the Architectural Committee to explain the intent, design and proposed location of the Structure on the Lot. The Architectural Committee will approve the work in writing if the following conditions are complied with:

1. Building set back lines for front, rear and sides, as set forth in Section 7 of the Declaration.
2. Square footage of the Structure cannot be less than 840 square feet of heated and cooled space.
3. The construction must comply with and conform to established building codes set by the county inspector's office.
4. The overall design must conform to the ambience of the Development.

b. Existing Structures: The Architectural Committee may require the repair or removal of any existing Structure, fence, outbuilding or Lot which is or becomes deteriorated or creates an environmental, health, safety or aesthetic issue to the Development.

c. Violations of Architectural Guidelines shall be addressed by the Architectural Committee or the Board.

d. Procedure and Enforcement: The Board may establish procedures and penalties for addressing violations of the Architectural Guidelines from time to time

2. It is the Association's purpose to prohibit any improvement or change in the Development which would be unsafe or hazardous to any personal property or individual, to minimize destruction or diminution of the view afforded to all Lots, to preserve as much as is practicable the visual continuity of the Development to ensure that the improvements and construction of dwellings and structures within the Development will be of good and attractive design and in harmony with the natural setting of the area, and to preserve and enhance the beauty of the Development.

3. The Architectural Committee shall consist of three members of the Association who shall be appointed, and may be removed, by the Board of Directors of the Association at its discretion. The Architectural Committee may prepare Architectural Guidelines in its sole discretion. The Architectural Guidelines are intended to provide guidance to Owners regarding matters of particular concern to the Architectural Committee, but are not the exclusive basis for the



Architectural Committee's decision.

4. The Architectural Committee shall act in accordance with the Declaration and Bylaws of the Association.

5. In lieu of action by a quorum of the Committee, the Committee may act by unanimous written consent of the Committee.

6. The Architectural Committee shall have the right, at its election, to enter upon any Lot before or during clearing or construction to ensure that the work being undertaken abides by the Architectural Guidelines and Covenants.

7. Prior to commencing construction, it shall be the obligation of the Owner to furnish a copy of the Declaration to the contractor so that he shall be made aware of all provisions pertaining to construction of any improvements.

8. Each Owner acknowledges that the persons reviewing applications under this Article will change from time to time and that opinions on aesthetic matters, as well as interpretation and application of the Architectural Guidelines, may vary accordingly. In addition, each Owner acknowledges that it may not always be possible to identify objectionable features until work is completed, in which case it may be unreasonable to require changes to the improvements involved, but the Architectural Committee may refuse to approve similar proposals in the future. Approval of applications or plans, or in connection with any other matter requiring approval, shall not constitute a waiver of the right to withhold approval as to any similar applications, plans, or other matters subsequently or additionally submitted for approval.

9. The Architectural Committee may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. No variance shall (a) be effective unless in writing; (b) be contrary to this Declaration; or (c) estop the Architectural Committee from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

10. The standards and procedures established by this Article are intended as a mechanism for maintaining and enhancing the overall aesthetics of the Development; they do not create any duty to any Owner. Review and approval of any application pursuant to this Article may be based on aesthetic considerations only. The Architectural Committee shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements, nor for ensuring that all Dwellings are of comparable quality, value, or size, of similar design, or aesthetically pleasing or otherwise acceptable to neighboring Owners.

The Association, the Board, the Architectural Committee, or any member of the Board or Architectural Committee shall not be held liable for soil conditions, drainage, or other general site work; any defects in plans revised or approved hereunder; any loss or damage arising out of the

action, inaction, integrity, financial condition, or quality of work of any contractor or its subcontractors, employees, or agents; or any injury, damages, or loss arising out of the manner or quality or other circumstances of approved construction on or modifications to any Lot. In all matters, the Board, the Architectural Committee, and the members of each shall be defended and indemnified by the Association as provided in Article V, Section 11.

## ARTICLE V

### PROPERTY OWNERS' ASSOCIATION

1. The Association is the entity responsible for management, maintenance, operation, and control of the Common Area. The Association also is the primary entity responsible for enforcement of the Declaration. The Association shall perform its functions in accordance with the Declaration and Georgia law.

2. Every person who is the fee simple owner of a Lot which is within the Development shall be deemed a Member of the Association. There shall be only one membership per Owner, even if the Owner owns multiple Lots. Membership shall be appurtenant to and not separated from the ownership of the Lot and ownership of a Lot shall be the sole qualification for membership. The Association and its Members shall be subject to the governing Bylaws of the Association.

3. Only Members who are current on all assessments due the Association hereunder shall be entitled to voice opinions and cast votes on any or all matters pertaining to the Association, including, but not limited to, the election of members of the Board of Directors and any or all other matters which may be brought before the Association membership, except as otherwise provided in this Declaration.

4. Each Voting Member of the Association shall be a single Member entitled to one vote even if they own more than one Lot, as more particularly provided in the Association Bylaws.

5. The procedures and governing principles of the Association shall be provided in the Association's Bylaws, which may supplement or explain, but shall not vary from, the provisions in this Declaration. In the event of a conflict between the Bylaws and the Declaration, the Declaration shall control.

6. The Association may acquire, hold, lease (as lessor or lessee), operate, and dispose of tangible and intangible personal property and real property, subject to the provisions of this Declaration. The Association may enter into leases, licenses, or operating agreements for portions of the Common Area, for such consideration or no consideration as the Board deems appropriate, to permit use of such portions of the Common Area by others for the provision of goods or services for the general benefit or convenience of Owners, occupants, and residents of the property in the Development.

7. The Association shall be responsible for management, operation, and control of the Common Area, subject to any covenants and restrictions set forth in the deed or other instrument transferring such property to the Association. The Board may adopt such reasonable

rules regulating use of the Common Area as it deems appropriate. The Association shall not be liable for any damage or injury occurring on or arising out of the condition of property which it does not own except to the extent that it has been negligent in the performance of its maintenance responsibilities.

8. Insurance.

(a) Required Coverages. The Association, acting through its Board or its duly authorized agent, may obtain and continue in effect the following types of insurance, if reasonably available, or if not reasonably available, the most nearly equivalent coverages as are reasonably available:

(i) Blanket property insurance covering "risks of direct physical loss" on a "special form" basis (or comparable coverage by whatever name denominated) for all insurable improvements on or within the Common Area to the extent that the Association has assumed responsibility in the event of a casualty, regardless of ownership. If such coverage is not generally available at reasonable cost, then "broad form" coverage may be substituted. All property insurance policies obtained by the Association shall have policy limits sufficient to cover the full replacement cost of the insured improvements under current building ordinances and codes;

(ii) Commercial general liability insurance on the Common Area, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf. If generally available at reasonable cost, such coverage (including primary and any umbrella coverage) shall have a limit of at least two million dollars (\$2,000,000.00) per occurrence with respect to bodily injury, personal injury, and property damage; provided, should additional coverage and higher limits be available at reasonable cost which a reasonably prudent person would obtain, the Association shall obtain such additional coverages or limits;

(iii) Workers' compensation insurance and employers' liability insurance, if and to the extent required by law;

(iv) Directors' and officers' liability coverage;

(v) Commercial crime insurance, including fidelity insurance covering all persons responsible for handling Association funds in an amount determined in the Board's business judgment but not less than an amount equal to one-quarter of the annual base assessments on all Lots plus reserves on hand. Fidelity insurance policies shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation; and

(vi) Such additional insurance as the Board, in the exercise of its business judgment, determines advisable.

9. Compliance and Enforcement.

(a) Every Owner and occupant of a Lot shall comply with the Declaration. The Board may impose sanctions for violation of the Declaration after notice and a hearing in accordance

with the procedures set forth in the By-Laws. Such sanctions may include, without limitation:

(i) imposing reasonable monetary fines which shall constitute a lien upon the violator's Lot. (In the event that any occupant, guest, or invitee of a Lot violates the Declaration and a fine is imposed, the fine shall first be assessed against the violator; provided, however, if the fine is not paid by the violator within the time period set by the Board, the Owner shall pay the fine upon notice from the Board;

(ii) suspending an Owner's right to vote;

(iii) suspending any person's right to use any recreational facilities within the Common Area; provided, however, nothing herein shall authorize the Board to limit ingress or egress to or from a Lot;

(iv) suspending any services provided by the Association to an Owner or the Owner's Lot if the Owner is more than 30 days delinquent in paying any assessment or other charge owed to the Association;

(v) exercising self-help in a non-emergency situation;

(vi) requiring an Owner, at its own expense, to remove any structure or improvement on such Owner's Lot in violation of the Covenants and to restore the Lot to its previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the property, remove the violation and restore the Lot to substantially the same condition as previously existed and any such action shall not be deemed a trespass; and

(vii) without liability to any person, precluding any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of Article IV and the Rules and Regulations from continuing or performing any further activities in the Development.

In addition, the Board may take the following enforcement procedures to ensure compliance with the Declaration without the necessity of compliance with the procedures set forth in the By-Laws:

(i) abating an immediate violation on the Common Area and exercising self-help in any emergency situation (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations); or

(ii) bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.

In addition to any other enforcement rights, if an Owner fails to properly perform his or her maintenance responsibility, the Association may record a notice of violation or perform such maintenance responsibilities and assess all costs incurred by the Association against the Lot and the Owner as a specific assessment. Except in an emergency situation, the Association shall provide the Owner reasonable notice and an opportunity to cure the problem prior to taking such

enforcement action (which may be provided in lieu of the notice and hearing procedures set forth in the By-Laws).

All remedies set forth in the Declaration shall be cumulative of any remedies available at law or in equity. In any action to enforce the Declaration, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, attorneys' fees and court costs, reasonably incurred in such action.

(b) The decision to pursue enforcement action in any particular case shall be left to the Board's discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case:

(i) the Association's position is not strong enough to justify taking any or further action;

(ii) the covenant, restriction, or rule being enforced is, or is likely to be construed as, inconsistent with applicable law;

(iii) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or

(iv) that it is not in the Association's best interests, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.

Such a decision shall not be construed as a waiver of the Association's right to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any other covenant, restriction, or rule.

The Association, by contract or other agreement, may enforce city and county ordinances, if applicable, for the benefit of the Association and its Members, and any municipality having jurisdiction may enforce ordinances within the Properties.

#### 10. Implied Rights; Board Authority.

The Association may exercise any right or privilege given to it expressly by the Declaration or By-laws, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. All rights and powers of the Association may be exercised by the Board without a vote of the membership except where applicable law or the Declaration and/or By-laws specifically require a vote of the membership.

The Board may institute, defend, settle, or intervene on behalf of the Association in mediation, binding or non-binding arbitration, litigation, or administrative proceedings in matters pertaining to the Common Areas, enforcement of the Declaration, or any other civil claim or action. However, the Declaration shall not create any independent legal duty to institute litigation on behalf of or in the name of the Association or the Members.

In exercising the Association's rights and powers, making decisions on behalf of the Association, and conducting the Association's affairs, Board members shall be subject to, and their actions shall be judged in accordance with, the standards set forth in the By-Laws.

11. Indemnification of Officers, Directors, and Others

Subject to Georgia law, the Association shall indemnify every officer, director, and committee member against all damages and expenses, including counsel fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member, except that such obligation to indemnify shall be limited to those actions for which liability is limited under this Section and Georgia law. This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director, or committee member may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

The officers, directors, and committee members shall not be liable for any mistake of judgment, negligence or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association).

12. Safety and Security

Each Owner and occupant of a Lot, and their respective guests and invitees, shall be responsible for their own personal safety and the security of their Lot. The Association may, but shall not be obligated to, maintain or support certain activities within the Development designed to enhance the level of safety or security which each person provides for himself or herself and his or her property. The Association shall in no way be considered an insurer or guarantor of safety or security within Development, nor shall it be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

No representation or warranty is made that any systems or measures, including any mechanism or system for limiting access to the Development, cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands, and shall be responsible for informing its tenants and all occupants of its Lot that the Association, its Board and committees, are not insurers or guarantors of security or safety and that each Owner within the Development assumes all risks of personal injury and loss or damage to property, including Lots and the contents of all Structures on Lots, resulting from acts of third parties.

## ARTICLE VI

### COVENANTS FOR ASSESSMENTS

#### 1. Budgeting and Allocating Common Expenses.

At least 60 days before the beginning of each fiscal year, the Board shall prepare a budget of the estimated Common Expenses for the coming year, including any contributions to be made to a reserve fund pursuant to Article VI, Section 2. The budget shall also reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments levied against the Lots, and the amount to be generated through the levy of Base Assessments and Special Assessments against the Lots, as authorized in Article VI, Section 5.

The Association is authorized to levy Base Assessments equally against all Owners subject to assessment under Article VI, Section 5 to fund the Common Expenses, except that each Member shall only pay one share, even if they own multiple Lots. In determining the Base Assessment rate per Owner, the Board may consider any assessment income expected to be generated from any additional Lots reasonably anticipated to become subject to assessment during the fiscal year.

The Board shall send a copy of the final budget, together with notice of the amount of the Base Assessment to be levied pursuant to such budget, to each Owner at least 30 days prior to the effective date of such budget. The budget shall automatically become effective unless disapproved at a meeting by Members representing at least 75% of the total Voting Members in the Association. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Members as provided for special meetings in the By-Laws. Any such petition must be presented to the Board within 10 days after delivery of the budget and notice of any assessment.

If any proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then the budget most recently in effect shall continue in effect until a new budget is determined.

The Board may revise the budget and adjust the Base Assessment from time to time during the year, subject to the notice requirements and the right of the Members to disapprove the revised budget as set forth above.

#### 2. Budgeting for Reserves.

The Board shall prepare and review at least annually a reserve budget for the Common Areas. The budget shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall include in the Common Expense budget adopted pursuant to Article VI, Section 1, a capital contribution to fund reserves in an amount sufficient to meet the projected need with respect both to amount and timing by annual contributions over the budget period.

3. Special Assessments.

In addition to other authorized assessments, the Association may levy Special Assessments to cover unbudgeted expenses or expenses in excess of those budgeted, provided that any such Assessment shall be approved by the affirmative vote of a majority of the Voting Members who are voting in person or by proxy at a meeting duly called for this purpose. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

4. Specific Assessments.

The Association shall have the power to levy Specific Assessments against a particular Lot as follows:

(a) to cover costs incurred in bringing the Lot into compliance with the Architectural Guidelines or Declaration, or costs incurred as a consequence of the conduct of the Owner or occupants of the Lot, their agents, contractors, employees, licensees, invitees, or guests.

5. Time of Payment.

The obligation to pay assessments shall commence as to each Owner on the first day of the month following: (a) the month in which the Lot is made subject to this Declaration, or (b) the month in which the Board first determines a budget and levies assessments pursuant to this Article, whichever is later. The first annual Base Assessment, if any, levied on each Lot shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Lot.

Assessments shall be paid in such manner and on such dates as the Board may establish. The Board may require advance payment of assessments at closing of the transfer of title to a Lot and impose special requirements for Owners with a history of delinquent payment. If the Board so elects, assessments may be paid in two or more installments. Unless the Board otherwise provides, the Base Assessment shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on his or her Lot, the Board may require the outstanding balance on all assessments to be paid in full immediately.

6. The Owner of each Lot within the Development, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree, for himself, his heirs, representatives, successors and assigns, to pay the Association:

(a) Annual Dues and Assessments; and

(b) Special Assessments for Capital Improvements (the "Annual Assessments" and "Special Assessments for Capital Improvements" collectively referenced to as the "Assessments"); and



(c) Specific Assessments levied against such the Owner's Lot.

7. Assessments shall be fixed, established and collected as hereinafter provided and all Assessments, together with interest, costs and attorneys fees, shall be a charge upon the Lot against which such Assessment is made. Each such Assessment, together with interest, late fees, costs and attorneys' fees, shall be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. The personal obligation of an Owner for delinquent Assessments shall pass to his successors in title.

8. Any Assessments not paid within thirty (30) days after its due date shall be subject to monthly late fees per Lot, as determined by the Board of Directors. Unpaid assessments and late fees shall thereupon become a continuing lien upon the Lot against which such Assessment was made, and shall bind such owner, his heirs, devisees, personal representatives and assigns. The Association may bring an action at law against that person personally obligated to pay the same, or foreclose the lien against the Lot in like manner as a deed to secure debt and, in either event, interest, late fees and costs of collection including reasonable attorneys' fees and court costs shall be added to the amount of such Assessment. The Association may commence legal action or exercise remedies after sixty days following the due date of the annual assessment or special assessment. Upon exercise of its right to foreclose, the Association may elect to declare the entire remaining amount of all Assessments due and payable and collect the same as provided above. In the event of any such foreclosure, the Owner shall be required to pay reasonable rental for the Lot after commencement of the foreclosure action and the Association shall be entitled to the appointment of a receiver to collect the same. No Owner may waive or otherwise escape liability for the Assessments provided herein by abandonment of his Lot.

9. The lien of the Assessments provided for herein shall be subordinate to the lien of any first deed to secure debt conveying the Lot subject to Assessments, and the lien of any ad valorem taxes on the Lot. Sale or transfer of a Lot shall not affect the Assessments lien thereon. However, the sale or transfer of a Lot pursuant to a foreclosure, or any proceeding in lieu of foreclosure, shall extinguish the lien of such Assessments as to payments, which became due prior to such sale or transfer. No such sale or transfer shall release such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

10. The Association may bid for the Lot or Lots at the foreclosure sale and acquire, hold, lease, mortgage, or convey the Lot or Lots. While a Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it. The Association may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same.

11. Sale or transfer of any Lot or Lots shall not affect the assessment lien or relieve such Lots from the lien for any subsequent assessments. However, the sale or transfer of any Lot pursuant to foreclosure of the first mortgage shall extinguish the lien as to any installments of such assessments due prior to the mortgagee's foreclosure. The subsequent owner to the foreclosed Lot shall not be personally liable for assessments on such

Lot due prior to such acquisition of title. Such unpaid assessments shall be deemed to be common expenses collectible from all Members of the Association.

12. Notwithstanding anything contained herein to the contrary, the Association shall be paid upon the conveyance of a Lot the prorated balance of any Assessments due for the fiscal year in which the closing occurs

13. Except as limited herein, the Association shall have the right to borrow money in such amounts, and only for such purposes and on such terms, as determined by the Voting Members of the Association.

## ARTICLE VII

### SUBMISSION TO GEORGIA PROPERTY OWNERS' ASSOCIATION ACT

1. The Association and the Voting Members approving this Amendment hereby affirmatively elect to submit the Development to the provisions and benefits of the Georgia Property Owners' Association Act, O.C.G.A. 44-3-220, et.seq. In the event of a conflict between this Declaration and said Act, this Declaration shall control.

## ARTICLE VIII

### RESERVATION OF EASEMENT

1. A perpetual easement is reserved for the Association in and over the rear twenty (20) feet of each Lot and over a ten (10) foot strip of each side Lot line for the purpose of ingress and egress and for the purpose of locating and operating wells and pumps, tanks, accessories for water mains, sewage mains, telephone lines, gas lines, electrical lines, and other general utility purposes and other community improvements, installation and maintenance. Within these easements, fences, plants and shrubbery will be permitted. However, in the event that these items might interfere with the installation and maintenance of utilities, it is the Lot Owners' responsibility to allow ingress and egress to utility companies by clearing these obstacles at the Lot Owner's expense.

## ARTICLE IX

### AMENDMENT OF DECLARATION

1. Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing 75% of the votes in the Association. For purposes of computing the 75%, a person who owns more than one Lot shall be considered a single Member.

If an Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary

provision in any mortgage or contract between the Owner and a third party will affect the validity of such amendment.

Any amendment shall become effective upon Recording, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six months of its Recording or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

## ARTICLE X

### SEPARABILITY OF PROVISIONS

1. In the event any section, subsection, term, provision or part of this Declaration is adjudicated by final judgment of any court of competent jurisdiction to be invalid or unenforceable, the remainder of this Declaration and each and every term not so adjudicated shall remain in full force and effect.

**[SIGNATURES ON THE FOLLOWING PAGE]**

IN WITNESS WHEREOF, the Association has hereunto executed this document, on the 24<sup>th</sup> day of October, 2008.

BELLE BLUFF PROPERTY OWNERS  
ASSOCIATION, INC.

Signed, sealed and delivered in  
the presence of:

BY: James R. Knight  
Its President

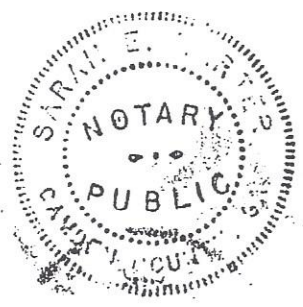
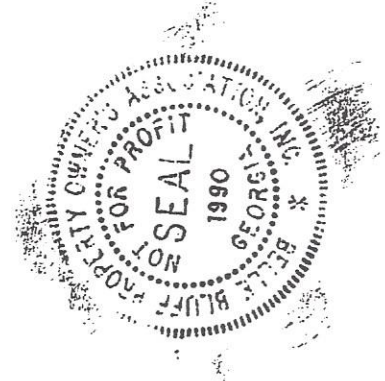
Robin Steu  
Unofficial Witness

ATTEST: Opelloch  
Its Secretary

[CORPORATE SEAL]

Sarah E. Harter  
Notary Public, McIntosh County  
My commission expires Notary Public, Camden County, Georgia  
My Commission Expires Dec. 20, 2011

[NOTARIAL SEAL]



**Certification of Approval by Owners**

I hereby certify the foregoing Amended and Restated Declaration was duly adopted in accordance with the procedures set forth in the Declaration of Covenants, Conditions and Restrictions for Belle Bluff Estates dated July 5, 1984, and recorded in Deed Book 107, Page 783, McIntosh County, Georgia records (the "Initial Declaration") and that amendment to Declaration of Covenants, Conditions, and Restrictions dated March 15, 1985, and recorded in Deed Book 110, Page 144, McIntosh County, Georgia records (the "First Amendment") and that amendment to Declaration of Covenants, Conditions, and Restrictions dated December 27, 1997, and recorded in Deed Book 231, Page 456, McIntosh County, Georgia records (the "Second Amendment") at least 75% of the Owners approved the Amended and Restated Declaration.

**Bell Bluff Property Owners Association, Inc., a Georgia corporation**

Signed, sealed and delivered this 24<sup>th</sup> day of October, 2008 in the presence of:

[Signature]  
Unofficial Witness

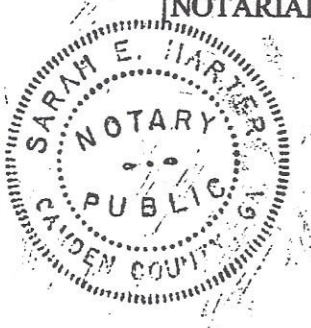
[Signature]  
Notary Public

By: [Signature]  
Its President

Attest: [Signature]  
Its Secretary

My Commission Expires: My Commission Expires Dec. 20, 2011

[NOTARIAL SEAL]



November 4, 2008

Dear Belle Bluff Property Owner,

Finally, the amended and restated Declaration of Covenants, Conditions and Restrictions for Belle Bluff Estates have been recorded in the Clerk of Superior Court office of McIntosh County on October 27, 2008.

Enclosed are executed pages 1, 20 and 21. Please remove and replace these pages in the covenants previously mailed to you.

For everyone's information, we seriously tried to have every property owner cast either a yes or no ballot, even to the point of sending a registered letter to those who had not responded. There are 38 property owners in Belle Bluff Estates. The ballots recorded are as follows:

32	Yes
2	No
4	Did not respond

The Association had to have 75% of owners' signatures to record, and we had in excess of 75%. These are our new Amended and Restated Covenants. The Association, especially the officers request that everyone read, understand and abide by these new covenants.

Accordingly, every property owner will be expected to adhere to the "rule of majority". We, as your elected officers and directors, have tried to be diligent in being available to all property owners for questions and answers. If you still have queries, please feel free to contact us.

We hope everyone has a blessed Holiday Season!

Your Executive Committee,  
Jim Knight, President  
Margaret Ennis, Treasurer  
Carmen Pollock, Secretary