

**AMENDED AND RESTATED
DECLARATION
FOR
RIVERWATCH CONDOMINIUMS**

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**AMENDED AND RESTATED
DECLARATION
FOR
RIVERWATCH CONDOMINIUMS**

STATE OF GEORGIA

COUNTY OF GLYNN

THIS AMENDED AND RESTATED DECLARATION FOR RIVERWATCH CONDOMINIUM is restated and made as of this 13th day of June, 2015, by the owners and mortgagees of property comprising Riverwatch Condominium, for themselves, their heirs, representatives, successors and assigns;

WITNESSETH:

WHEREAS, that certain tract or parcel of land described in Exhibit "B" attached hereto was heretofore submitted to the condominium form of ownership according to the provisions of the Georgia Condominium Act (Georgia Laws 1975, Page 609 *et seq.*) as evidenced by that certain Declaration of Condominium for Riverwatch Condominium, dated December 5, 1985, recorded in Deed Book 26-U, Page 20, *et seq.*, in the Office of the Clerk of Superior Court, Glynn County, Georgia (the "Original Declaration"); and

WHEREAS, said tract or parcel of land is shown on that certain Condominium plat for Riverwatch Condominium entitled "Riverwatch Condominiums, Lanier Island, Glynn County, Georgia", dated September 16, 1985, revised December 4, 1985, prepared by Joe Biletzskov, Georgia Registered Land Surveyor No. 1672, and recorded in Plat Drawer 19 as Map 1167, aforesaid records (the "Original Plat"); and

WHEREAS, architectural floor plans relating to Riverwatch Condominium were recorded in the Office of the Clerk of the Superior Court of Glynn County, as Exhibit "D" to the Original Declaration in Condominium Plan Book 4, Pages 941-973 (the "Original Plans"); and

WHEREAS, the thirty-three (33) condominium units were constructed substantially in accordance with the Original Plans; as set forth in the Architect's Certificate, dated October 16, 1985, and recorded with the original Condominium Plans in Condominium Book 4, Pages 941-973, aforesaid records (the Original Architect's Certificate); and

WHEREAS, the Original Declaration has been previously amended by Amendments recorded in Deed Book 846, Page 420, *et seq.* and Deed Book 2463, Page 422, *et seq.*, aforesaid records; and

WHEREAS, the undersigned desire to amend and restate the Original Declaration, as amended, in order to incorporate certain revisions contemplated by The Georgia Condominium Act, O.C.G.A. §44-3-70, *et seq.* (the "Act") as the same may hereafter be amended, affecting and governing that tract or parcel of land described in Exhibit "B" attached hereto together with the improvements constructed thereon (which tract or parcel of land together with the improvements constructed thereon is sometimes hereinafter referred to as the "Property" or "Submitted Property");

WHEREAS, the Declarant in the Original Declaration was Golden Isles Marina, Inc., a Georgia Corporation incorporated August 11, 1973, which corporation is no longer in existence; and

WHEREAS, the board of directors of Riverwatch Condominium Owners Association, Inc. have found no evidence that any assignment of its rights as Declarant was made by Golden Isles Marina, Inc., during its existence; and

WHEREAS, all rights of Declarant set out in the original Declaration to control the Association have expired and this Amendment will be executed by the Association, on behalf of all owners of units within the Condominium, who shall thereafter be collectively understood to be the [successor] "Declarant" as defined in O.C.G.A., §44-3-71 (13);

NOW, THEREFORE, the text of the Original Declaration is hereby stricken in its entirety and the following amended language is substituted therefor provided, however, that the Original Plat, the Original Plans, and the Original Architect's Certificate (all of which were recorded with the Original Declaration) are, by reference, incorporated in and made a part of this Amended and Restated Declaration for Riverwatch Condominium (the "Declaration") so that any reference herein to the Condominium Plat or Plans or Architect's Certificate shall be construed to mean the Original Plat, Original Plans, and the Original Architect's Certificate. Accordingly, the undersigned, on behalf of all unit owners in Riverwatch Condominium, do hereby make, declare and publish their intention and desire to, and do hereby, ratify the prior submission of the Submitted Property to the provisions of the Act as therein provided and hereby adopt the Amendment and Restatement of the Original Declaration, as herein set forth. From and after the date on which this Amended Declaration is filed for record in the Office of the Clerk of Superior Court of Glynn County, Georgia, each unit owner and each mortgagee of a unit agree that their respective interests in the Submitted Property shall be subject and subordinate to this Amended and Restated Declaration and the related condominium instruments described above. Notwithstanding anything in the foregoing to the contrary, should this Amendment ever be judicially construed to be ineffective, for any reason whatever, to submit the Property to the Act, then the prior submission of the Property to the provisions of The Georgia Condominium Act shall be deemed effective to prevent the termination of the Condominium.

ARTICLE I

DEFINITIONS

Section 1. General. The terms used in this Declaration, unless otherwise specified or unless the context otherwise requires, shall have the meanings specified in O.C.G.A., §44-3-71. Statutory references shall be construed as meaning the referenced statute or portion thereof as the same may exist from time to time.

ARTICLE II

THE CONDOMINIUM

Section 1. General Description. The name of the condominium located on Lanier Island, Glynn County, Georgia, is "Riverwatch Condominiums". The condominium consists of 2.16 acres of land together with the improvements situated thereon. The improvements include, but are not limited to, various buildings containing a total of thirty-three (33) residential condominium units.

Section 2. Description of Units. Each unit, together with its undivided interest in the Common Elements, 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 any other real property, subject to the provisions of this Declaration, applicable zoning ordinances and the Act. Each owner shall be entitled to the exclusive ownership and possession of his or her unit, subject to the provisions of the Act, zoning ordinances and this Declaration. Each unit shall include all of the space within the boundaries thereof, all appliances, equipment and fixtures located therein and all conduits, ducts, plumbing, wiring and other facilities for utility service contained within the boundaries thereof. Each unit shall be bounded as to both horizontal and vertical or parametrical boundaries, whether the same exists now or is created by construction, settlement or movement of the building, or permissible repairs, reconstruction or alterations. The boundaries are intended to be as follows and shall be determined in the following manner. The parametrical or vertical boundaries shall be the unfinished interior surface of the interior walls of the unit, the exterior of the finished surface of the doors and windows and the unfinished surface of any balcony; provided, however, that there shall be deemed to be included within said unit boundaries all attachments to the exterior walls of the unit, including but not limited to, windows, screens, hardware, window boxes, and any other apparatus designed to serve a single unit. The horizontal boundaries of a unit shall be the unfinished floor surface and the unfinished interior ceiling surface of each individual unit to the vertical or parametrical boundaries of the same.

Section 3. Building. The exterior walls of the building are comprised of wood, fiber cement board, glass and stucco and other various types of building materials as shown in Exhibit "E" of the Original Declaration. The interior walls are gypsum board on metal studs. The

roof is a conventional built up/concrete roof. The building is constructed on an elevated concrete slab, supported by pilings. Each unit has its separate heating, air conditioning and lighting system. Each unit has individual plumbing, and has electric meters. Each unit is connected to a common private sanitary sewer line and water line. The hot water system is centrally designed and no unit has an individual hot water heater.

Section 4. Alterations Within Units. Alterations within units may be made pursuant to the provisions of O.C.G.A. §44-3-90 subject, however, to the limitations set forth in Article VII, Section 11 of this Declaration.

Section 5. Description of Common Elements. The common elements consist of all portions of the condominium other than the units including, without limitation, the following:

- (a) The land described in Exhibit "B" which is not included in the units and not designated as limited common elements;
- (b) All driveway areas and all parking areas not designated for the exclusive use of the unit owner;
- (c) All central and appurtenant equipment for services such as power, lights, telephone, gas and water which are not separate facilities;
- (d) All sewer pipes serving more than one unit and/or the common elements;
- (e) All service maintenance facilities and spaces;
- (f) All walks, curbing, and access paving, shrubbery, trees and other landscaping;
- (g) Swimming pool and environs, elevator, stairways, hallways, sidewalks, landscaping, parking lot, gates, curbs or other access-limiting structures; and
- (h) All other parts of the condominium Property and all appurtenances and installations in the building intended for common use or necessary or convenient to the existence, operation, maintenance and safety of the condominium Property.

Section 6. Allocation of Undivided Interests in Common Elements. Pursuant to the provisions of O.C.G.A. §44-3-78, an equal undivided interest in the common elements is hereby allocated and assigned to each unit. The undivided interests in the common elements hereby allocated shall not be hereafter altered except to the extent otherwise expressly provided by the Act.

Section 7. Description of Limited Common Elements. Supplementing the provisions of O.C.G.A. §44-3-82, ownership of each unit shall entitle the owner thereof to the exclusive use of those portions of the common elements consisting of (a) any heating and/or air conditioning compressors, units, components or other apparatus serving such units which

may be located beyond the boundaries thereof, (b) any patio, balcony, porch, together with the enclosure and awnings therefor, if any, now or hereafter located in whole or in part adjacent to a unit, and (c) any attic space and stairs providing access to any attic space serving such unit and located beyond the boundaries thereof, and (d) in the event that any of the items described herein or in O.C.G.A. §44-3-82, serve more than one but less than all units in a particular building, such items shall be limited common elements appurtenant to the units served thereby. Each unit owner shall have an exclusive easement for the use of the parking spaces, if any, now or hereafter designated for such unit. In the absence of any designation of specific parking spaces for each unit, the use of parking spaces shall be limited so that the "A" part of each unit shall have the use of one (1) space and the "B" part of each unit shall have the use of one (1) space, or an aggregate total of two (2) spaces for each entire unit.

Section 8. Reassignment of Limited Common Areas. The reassignment of limited common elements may be made pursuant to the provisions of O.C.G.A. §44-3-82.

Section 9. Subsequent Assignment of Common Elements as Limited Common Elements. In the event that the Association's board of directors should authorize or otherwise provide for the assignment of parking spaces as limited common elements, an amendment to this Declaration making any such assignment shall be prepared, executed and recorded pursuant to the provisions of O.C.G.A. §44-3-82. Any other assignment of common elements as limited common elements shall likewise be effected only by means of an amendment to this Declaration duly executed and recorded pursuant to the provisions of O.C.G.A. §44-3-82.

Section 10. Upkeep of the Condominium. Except to the extent otherwise provided herein, all powers and responsibilities with regard to maintenance, repair, renovation, restoration, and replacement shall pertain to the Association in the case of the common elements other than limited common elements and to the individual unit owner in the case of any unit and the limited common elements, if any, appurtenant thereto, pursuant to the provisions of O.C.G.A. §44-3-105. Notwithstanding the foregoing, all powers and responsibilities with regard to maintenance, repair, renovation, restoration, and replacement of structural portions of the limited common elements shall appertain to the Association rather than to the individual unit owners. Each unit owner shall afford to the other unit owners, to the Association, and to any agents or employees of either such access through his unit as may be reasonably necessary to enable them to exercise and discharge their respective powers and responsibilities. To the extent that damage is inflicted on the common elements, including, without limitation, limited common elements, or on any unit through which access is taken, the Association or unit owner occasioning the same, whether by itself or himself or through agents, employees, or others, shall be liable for the prompt repair thereof.

Section 11. Encroachments. If any portion of the common elements now encroaches upon any unit, or if any unit now encroaches upon any other unit or upon any portion of the

common elements, as a result of the construction of a building, or if any such encroachment shall occur hereafter as a result of settling or shifting of any building, a valid easement for said encroachment and for the maintenance of the same shall exist so long as the building shall stand. In the event a building or any portion thereof shall be partially or totally destroyed as a result of fire or other casualty, or as a result of condemnation or eminent domain proceedings, and then is rebuilt, and as a result of said construction the building encroaches on any parts of the common elements due to such rebuilding, then there shall be created a valid easement for such encroachments and the maintenance thereof which shall exist so long as the building or its replacement shall stand.

Section 12. General Easements. Each unit owner shall have an easement in common with the other owner, or owners, of the other unit or units to use all pipes, ducts, wires, cables, conduits, chutes, utility lines and other physical facilities which are common elements serving the owner's unit. Additionally, each unit shall be subject to an easement in favor of the other owner, or owners, for the use of such pipes, ducts, wires, cables, conduits chutes, utility lines or other physical facilities which are common elements serving the condominium property. A general easement for the benefit of all owners is reserved through the condominium property, including the units, as may be required for installation, maintenance, repair, or replacement of pipes, ducts, wires, cables, conduits, chutes, utility lines or other physical facilities which may now or hereafter become common elements necessary to adequately serve the condominium property.

Section 13. Specific Easement Reserved by Declarant. Declarant, its successors and assigns, specifically reserves a general easement over the common parking area, the parking area on the ground floor of the building, and over all other property not physically occupied by the actual building, for ingress and egress for itself and assigns to other properties adjacent to the condominium property and, in particular, the right to build, construct and maintain and allow the use of, for itself and others, a walkway, or dock, over and across the condominium property to future docks, floating docks, or other improvements constructed or to be constructed in the Frederica River or on adjacent property.

ARTICLE III

THE CONDOMINIUM ASSOCIATION

Section 1. General. The condominium association, "Riverwatch Condominium Owners Association, Inc." (the "Association"), has been incorporated as a nonprofit membership corporation under the Georgia Nonprofit Corporation Code. The organization of the Association has been duly effected including appointment of a board of directors and election of officers. No limitations or restrictions on the powers of the Association or its board of directors are provided herein.

Section 2. Allocation of Votes in the Association. Each unit owner shall automatically be a member of the Association, which membership shall continue during the period of ownership by such unit owner. Pursuant to the provisions of O.C.G.A. §44-3-79, the number of votes in the Association hereby allocated to each unit is one. Said votes shall be cast under such rules and procedures as may be prescribed in the bylaws of the Association, as amended from time to time, and in accordance with the provisions of O.C.G.A. §44-3-79.

Section 3. Powers and Responsibilities of Association. Except to the extent prohibited by the condominium instruments, as defined in O.C.G.A. §44-3-71(8), and subject to any restrictions and limitations specified in this Declaration, the Association shall have the powers enumerated in O.C.G.A. §44-3-106.

ARTICLE IV

ASSESSMENT OF COMMON EXPENSES AND LIENS

Section 1. General. Each owner of a unit shall pay to the Association assessments regarding common expenses, including those described in O.C.G.A. §44-3-80, such assessments to be fixed, established and collected from time to time as hereinafter provided. The assessments shall constitute a lien on the unit or units against which each such assessment is made in favor of the Association, pursuant to O.C.G.A. §44-3-109, which lien shall include late charges, interest, costs of collection and fair rental value in accordance with and to the maximum extent permitted by O.C.G.A. §44-3-109. The Association may, in its discretion, require payment of a fee not exceeding ten Dollars (\$10.00) as a prerequisite to the issuance of each statement setting forth the amount of assessments past due and unpaid which the Association is obligated to provide pursuant to O.C.G.A. §44-3-109. The recordation of this Declaration, as provided in O.C.G.A. §44-3-109, shall constitute record notice of the existence of the lien, and no further recordation of any claim of lien for assessments shall be required.

Section 2. Specially Assessed Common Expenses. Each owner of a unit shall be liable for and shall pay a share, on the basis of the allocation made as provided in Section 4(a) of this Article IV, of the common expenses incurred by the Association (a) which benefit less than all of the units, (b) which are occasioned by the conduct of less than all of those entitled to occupy all of the units or by the licensees or invitees of any such unit or unit, and (c) which significantly disproportionately benefit all of the units.

Section 3. Other Common Expenses. Each owner of a unit shall be liable for and shall pay a share, on the basis of the allocation made as provided in Section 4(b) of this Article IV, of the common expenses not specially assessed which shall include, but not be limited to, all charges for taxes (except ad valorem taxes and other such taxes assessed separately on each unit or on the property or any other interest of the unit owner),

insurance (including fire and other casualty and liability insurance), wages, accounting fees, legal fees, management fees, and other expenses of upkeep, maintenance and management actually incurred by the Association, the costs of operation of the common elements, and the costs of and a reserve for maintenance, repair and replacement of the common elements, which reserve shall be replaced on a periodic basis payable in regular installments rather than by special assessments.

Section 4. Allocation of Liability for Common Expenses. For the purpose of determining the assessments to be made as herein above provided, the Association shall determine for each year, as soon as practicable, the estimated aggregate amount of the common expenses for such year. For purposes of such determination, each year shall be a fiscal year beginning on the first day of January and ending on the thirty-first day of December. The Association may, from time to time during each year, make reasonable adjustments in said estimated amounts on the basis of actual costs incurred. Assessments for the estimated amount of common expenses for each year, as determined by the Association, shall be allocated and assessed by the Association as follows:

(a) The estimated common expenses to be specially assessed shall be allocated to and assessed equitably among the units in proportion to the benefits of the related services provided to such units as may be determined by the Association or such person or persons as may be selected by the Association for such purpose.

(b) The estimated common expenses not specially assessed shall be allocated to and assessed among all of the units equally.

Section 5. Payment of Assessments. The assessments provided for herein shall be established on a calendar year basis and, unless otherwise provided by the Association, shall be payable by the unit owners in equal monthly installments in advance on or before the 10th day of each month. Any omission or delay in determining and allocating said expenses or in levying assessments therefor shall not relieve the unit owners therefrom. In such event, the unit owners, pending such determination, allocation and levy, shall pay monthly installments of common expenses in accordance with the last determination and allocation of such expenses for the preceding year, and shall pay the deficiency, if any, upon the proper determination and allocation of the estimated expenses within ten days after notice thereof. At all times, the most recent determination in relation to the allocation of said expenses shall be effective and shall govern all allocations of said expenses until another such determination shall be made. Amounts allocated and assessed to any unit of which payment shall not have become due, shall be subject to reallocation and reassessment in accordance with a later determination in relation to such allocation and assessment.

Section 6. Non-Payment of Assessments. Any assessment or installment thereof not paid within ten days after the due date shall be delinquent and shall (a) subject the delinquent unit owner to the imposition of a late charge in such amount, not in excess of the greater of ten Dollars (\$10.00) or ten percent (10%) of each assessment or installment

thereof not paid when due, as determined from time to time by the Association, (b) with any late charge relating thereto, bear interest from the date the same was first due and payable at the rate of ten percent (10%) per annum, (c) entitle the Association to collect from the delinquent unit owner all costs of collection including court costs, expenses of sale, expenses required for the protection and preservation of the delinquent owner's unit and reasonable attorney's fees actually incurred, and (d) entitle the Association to collect from the delinquent unit owner the fair rental value of such unit owner's 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 7. Disposition of Surplus Common Profits. The common profits shall be applied to the payment of common expenses, and any surplus remaining after such payment shall pertain to the condominium units in proportion to the liability for common expenses pertaining to each such unit or, in the alternative, such surplus or any portion thereof may be added to a reserve for maintenance, repair and replacement of the common elements or other reserves of the Association as may from time to time be determined by the Association in the exercise of its sole discretion.

ARTICLE V

INSURANCE AND CASUALTY LOSSES

Section 1. Insurance.

(a) Pursuant to the requirements of O.C.G.A. §44-3-107, the Association shall obtain and maintain:

(1) A property insurance policy or policies affording fire and extended coverage insurance for and in an amount consonant with the full insurable replacement cost, less deductibles, of all buildings and structures within the condominium. Regardless of the boundaries of the condominium units, the insurance required by this paragraph shall include, without limitation, all portions of each building which are common elements including limited common elements in all foundations, roofs, roof structures, and exterior walls, including windows and doors and the framing therefor, and all convertible space within the building. Such insurance shall cover the following items with respect to each condominium unit regardless of who is responsible for maintaining them under the condominium instruments:

(A) The HVAC system serving the condominium unit;

(B) All sheetrock and plaster board comprising the walls and ceilings of the condominium unit; and

(C) The following items within the condominium unit of the type and quality initially installed, or replacements thereof of like kind and quality in accordance with the original plans and specifications, or as they existed at the time the condominium unit was initially conveyed if the original plans and specifications are not available: floors and subfloors; wall, ceiling, and floor coverings; plumbing and electrical lines and fixtures; built-in cabinetry and fixtures; and appliances used for refrigeration, cooking, dishwashing, and laundry.

(2) A commercial general liability insurance policy or policies affording coverage for bodily injury and property damage in an amount not less than \$1 million for a single occurrence and \$2 million aggregate. The policy or policies shall cover the Association, the board of directors and the officers of the Association, all agents and employees of the Association, and all unit owners and other persons entitled to occupy any unit or other portion of the condominium for occurrences commonly insured against arising out of or in connection with the use, ownership, or maintenance of the common elements or other portion of the condominium which the Association has the responsibility to maintain.

(b) The Association may obtain additional types and amounts of insurance as may be authorized by the board of directors including, without limitation, insurable improvements on the property if, in the discretion of the board of directors of the Association, such insurance is deemed to be in the best interests of the Association.

(c) 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.

(d) Each unit owner may obtain additional insurance at his own expense, provided, however, that no unit owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Association, on behalf of all of the unit owners and their mortgagees, may realize under any insurance policy which the Association may have in force at any particular time.

(e) Any unit owner who obtains an individual insurance policy covering any portion of the Property shall file a copy of each such individual policy with the Association within 30 days after purchase of such insurance.

(f) It shall be the individual responsibility of each unit owner at his own expense to provide, as he sees fit, title insurance on his individual Unit, public liability insurance, theft and other insurance covering improvements, betterments and personal property damage and loss.

(g) The Association shall conduct an annual insurance review which shall include

a replacement cost appraisal, without respect to depreciation, of all insurable improvements on the Property by one or more qualified persons at least one of whom should be a qualified building cost estimator.

(h) The Association shall make 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, any officer, director, agent or employee of the Association, the unit owners and their employees, agents and invitees; (2) a waiver by the insurer of its right to repair and reconstruct instead of paying cash; (3) that the policy on the Property cannot be cancelled, invalidated or suspended on account of the conduct of any officer, director, agent or employee of the Association without a prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, any unit owner or mortgagee; and (4) that any "other insurance" clause in the policy exclude individual Unit owners' policies from consideration.

(i) The Association may also obtain, upon authorization by the board of directors of the Association, a fidelity coverage policy against dishonest acts on the part of all persons responsible for handling funds belonging to or administered by the Association. Any such fidelity insurance policy must name the Association as the named insured and shall be written in an amount sufficient to provide protection which is in no event less than one and one-half times the Association's estimated annual operating expenses and reserves. An appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers.

(j) Flood policies required by mortgagees of individual units shall be written in the name of the unit owner, and unit owners required to purchase such insurance shall pay for the coverage individually, if flood insurance has not been provided by the Association.

(k) As to insurance required to be maintained by the Association, by the Act or by this Declaration, the Association may allocate equitably the payment of a reasonable insurance deductible between the Association and the unit owner affected by a casualty against which the Association is required to insure; provided, however, that the amount of deductible which can be allocated to any one unit owner shall not exceed \$5,000.00 per casualty loss. The existence of a reasonable deductible in any required insurance policy shall not be deemed a failure to maintain insurance as required by the Act.

Section 2. Handling of Casualty Insurance Proceeds. All insurance policies purchased by and in the name of the Association shall provide that proceeds covering property losses shall be paid to the Association. The Association shall receive such proceeds as are paid and delivered to it and hold same in trust for the benefit of the unit owners and their mortgagees in accordance with the respective undivided interests of the unit owners in and

to the common elements. Such proceeds, or such portion thereof as may be required for such purpose, shall be disbursed by the Association in payment of repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying all costs of repairs or reconstruction shall be disbursed to the beneficial unit owners, remittances to unit owners and their mortgagees being payable jointly to them. Notwithstanding the foregoing, in the event of a determination that the damage or destruction for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed to such persons as hereinafter provided.

Section 3. Damage and Destruction. (a) Immediately after any damage or destruction by fire or other casualty to any unit on the Property covered by insurance required to be maintained by the Association, pursuant to O.C.G.A. §44-3-107, the Association shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition in which it existed prior to the fire or other casualty with each unit and the common elements having the same vertical and horizontal boundaries as before.

(a) Immediately after substantial damage or destruction by fire or other casualty to any part of the Property, the Association shall provide written notice of same to each mortgagee having an interest therein whose name and address have theretofore been furnished to the Association together with a written request for such notice.

(b) Any damage or destruction shall be repaired or reconstructed unless (i) the condominium is terminated pursuant to the provisions of O.C.G.A. §44-3-98, (ii) the damaged or destroyed portion of the Property is withdrawn from the condominium pursuant to the provisions of O.C.G.A. §44-3-99, or (iii) the unit owners of the damaged or destroyed unit, if any, together with the unit owners of other unit to which two-thirds of the votes in the Association appertain, exclusive of the votes appertaining to any damaged or destroyed unit, agree not to repair or reconstruct such damage or destruction, pursuant to the provisions of O.C.G.A. §44-3-94. Any such determination shall be conclusively made within a period of time which shall in no event exceed 90 days after the casualty. No mortgagee shall have the right to participate in the determination as to whether the damage or destruction shall be repaired or reconstructed. Should a determination be made to terminate the condominium, withdraw from the condominium the damaged portion of the property or not to repair or reconstruct the damage or destruction as provided above, then the insurance proceeds shall be disbursed by the Association to the beneficial unit owners, remittances to unit owners and their mortgagees being payable jointly to them.

Section 4. Repair and Reconstruction. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Association may levy a special assessment against

the unit owners of the damaged or destroyed unit, and against all unit owners in the case of damage to the common elements, in sufficient amounts to provide funds to pay such excess cost of repair or reconstruction. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. Such assessments, if any, against unit owners for damage to unit shall be levied in proportion to the cost of repair and reconstruction of their respective units. Such assessments, if any, against unit owners for damage to the common elements shall be levied in proportion to the unit owners' shares of liability for common expenses not specially assessed. The proceeds from insurance and assessments, if any, received by the Association hereunder, when the damage or destruction is to be repaired or reconstructed, shall be disbursed as provided for in Section 2 of this Article V.

ARTICLE VI

EMINENT DOMAIN

Section 1. General. Whenever all or any part of the Property shall be taken by any authority having the power of condemnation or eminent domain, such shall be governed by the provisions of O.C.G.A. §44-3-97.

Section 2. Notice to Mortgagees. The Association, immediately upon having knowledge of the institution, or threat of institution of any proceedings or other action with respect to the taking of any unit, the common elements, or any portion of any unit or common element in condemnation, eminent domain, or other proceedings or actions involving any unit of government or any other person having the power of eminent domain, shall so notify all unit owners and all mortgagees having an interest therein whose name and address have theretofore been furnished to the Association together with a written request for such notice. Any such mortgagee may, if permitted by law, participate in any such proceedings or actions or, in any event, may participate in negotiations in connection therewith, but shall have no obligation to do so.

ARTICLE VII

USE RESTRICTIONS

Section 1. Residential Purposes. All units shall be occupied and used by the respective owners for residential use only, and for no other purpose. In order to maintain the character of residential property, no unit owner shall lease or rent a unit or allow a unit to be subleased for a term of less than one month, either directly or through an agent of such unit owner.

Section 2. Common Elements. The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of all the unit owners.

Section 3. Nuisances. No nuisance shall be allowed to occur upon the condominium Property, nor any use or practice not ordinarily contemplated in the uses and purposes hereinabove set forth which would be the source of an annoyance to the unit owners or an interference with the peaceful possession and proper use of the condominium Property by the unit owners. All parts of the condominium Property, including units and limited common elements, shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist. No unit owner shall make or permit any use of his, her or its unit or make any use of the common elements or limited common elements which will violate the provisions of the condominium instruments, any insurance policy covering the condominium Property or any rules and regulations of the Association.

Section 4. No Unlawful Use. No immoral, improper, offensive, or unlawful use shall be made of any part of the condominium Property, and all applicable laws, zoning ordinances, and regulations of all governmental bodies shall be observed. The responsibility and expense of meeting the requirements of governmental bodies which require maintenance, modification, or repair of the condominium Property shall be the same as the responsibility for maintenance and repair of the condominium Property unless necessitated by the misuse, misconduct, neglect or specific use of the unit owner, in which case such expenses shall be assessed against such owner, and shall be payable like any other assessment provided for in this Declaration.

Section 5. Animals and Pets. A unit owner or occupant may keep one (1) household pet in the "A" part of each unit and one (1) household pet in the "B" part of each unit, or a maximum of two (2) household pets for the entire unit, provided such pet or pets do not create a nuisance or disturb other unit owners or occupants, and provided that such owner occupant complies with all the rules and regulations established by the board of directors of the Association relating to household pets including any regulations hereafter adopted limiting the number and type of household pets kept in any unit. Notwithstanding anything in the foregoing to the contrary, in no event shall the terms "household pet" or "pet" be construed to include dogs. The keeping of dogs on the condominium Property is prohibited.

Section 6. Exterior Antennas. No exterior television or radio antenna shall be placed on any improvements without prior written approval of the board of directors of the Association, except an antenna or antennas which may be constructed or attached by the board of directors of the Association as part of the condominium Property.

Section 7. Parking. Each owner or occupant of a unit shall park automobiles only in the parking spaces or other areas that may be designated for such use by the board of directors of the Association. The parking or storage of boats, canoes, campers, trailers and other recreational vehicles on the Property is prohibited.

Section 8. Signs and Business Activities. No advertising signs, billboards, unsightly

objects, or nuisances shall be erected, placed or permitted to remain on the condominium Property, nor shall the condominium Property be used in any way or for any purpose which may endanger the health or unreasonably disturb the owner of any unit or any resident thereof. No business activities of any kind whatever shall be conducted in any building or in any portion of the condominium Property.

Section 9. Garbage Cans, Mailboxes, etc. No above-ground trash cans or garbage receptacles or storage piles shall be permitted on the condominium Property except as maintained or authorized by the board of directors of the Association from time to time. A central mail receiving system may be located on, or adjacent to, the condominium Property.

Section 10. Use of Common Elements. No planting or gardening shall be done by owners or occupants, and no fences, hedges or walls shall be erected or maintained upon the condominium Property except such as are approved by the board of directors of the Association or its designated architectural committee. Except for the right of ingress and egress, and the limited common elements, the owners of units are hereby prohibited and restricted from using any portion of the condominium Property located outside of their respective units except as may be expressly provided for herein or allowed by the board of directors of the Association. It is expressly acknowledged and agreed by all owners by acceptance of a deed to a unit that this section is for the mutual benefit of all owners in Riverwatch condominium and is necessary for the protection of said owners.

Section 11. Architectural Appearance. In order to preserve the architectural appearance of the condominium as the same was originally designed and constructed, no owner shall change, modify or alter in any way or manner whatsoever, the design and appearance of any of the exterior surfaces, facades and elevations from that of its original construction; nor shall any owner paint or decorate the surface of any exterior masonry or brick structure or member; nor change the color of any exterior surface or exterior door, gate or fence, nor change the color of the exterior lights; nor install, erect or attach to any part of the exterior of any unit any sign of any kind whatsoever; nor install, erect, place or permit to remain on any part of the Submitted Property any unsightly objects or nuisance (as may be determined by the board of directors of the Association); nor install, erect or attach to any part of the exterior roof of the dwelling any sort of radio or television antenna; nor shall any owner erect or construct any fence or exterior wall other than those constructed in the original construction, unless such owner shall have first obtained the consent in writing of at least eighty percentum (80%) of all of the other unit owners. A unit owner shall not make structural improvements or alterations within his unit without first obtaining the specific written approval of the board of directors of the Association after having furnished plans and specification showing the nature, kind, shape, height, materials, color and location of the same and, additionally, shall obtain the written consent of all unit owners and mortgagees of units thereby affected. No unit owner may impair any easement.

Section 12. Compliance with Condominium Act. All unit owners have heretofore covenanted and agreed, by acceptance of their deeds of conveyance, and hereby reaffirm

their respective covenants and agreements, that the administration of the condominium shall in all respects be in accordance with the provisions of the Act pursuant to which this Declaration is made, this Declaration, and the Bylaws of the Association.

Section 13. Regulations. Reasonable regulations concerning the use of the unit, appurtenances thereto, and common areas and facilities may be made and amended from time to time by the board of directors of the Association; provided that copies of such regulations and amendments thereto shall be furnished by the Association to all unit owners. Such regulations shall be binding upon the owners, their families, visitors, guests, servants and agents, until and unless such regulation, rule or requirement be specifically overruled and cancelled in a regular or special meeting by the vote of owners holding a majority of the total votes in the Association.

Section 14. Binding Effect. All agreements and determinations lawfully made by the Association shall be deemed to be binding on all unit owners, their successors, assigns or others having an interest in the Property or the privilege of possession and enjoyment of any part of the Property comprising the condominium.

Section 15. Enforcement. Each owner, tenant or occupant of any unit shall be bound to comply with the statutory or recorded provisions and the decisions or resolutions of the Association, as the same may appear from time to time, and failure to do so shall be grounds for an action to recover damages or obtain injunctive and equitable relief.

Section 16. Failure of Enforcement. The failure of the Association or any unit owner to enforce any covenant or provision of the Act, Declaration, Bylaws or regulations affecting the condominium shall not constitute a waiver of the right to do so thereafter.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Amendments. This Declaration may be amended pursuant to the provisions of O.C.G.A. §44-3-89, §44-3-93 and §44-3-106(c). Each unit owner agrees that, if requested to do so by the Association's Board of Directors, such unit owner will consent to amendments to this Declaration for the sole purpose of complying with the requirements of any governmental or quasi-governmental entity authorized to fund or guarantee mortgages on individual condominium units, as such requirements may exist from time to time.

Section 2. Termination of the Condominium. The condominium may be terminated pursuant to the provisions of O.C.G.A. §44-3-98.

Section 3. Withdrawal of Submitted Property. Portions of the condominium may be withdrawn pursuant to the provisions of O.C.G.A. §44-3-99.

Section 4. Rights of First Mortgagees. In addition to the rights of mortgagees elsewhere provided, each first mortgagee of a unit shall (a) be entitled to written notice from the Association of any default by a unit owner in the performance of his obligations under the condominium instruments which is not cured within 60 days, (b) be entitled to attend and observe all meetings of unit owners, but not meetings of the Association's board of directors; (c) be furnished copies of annual financial reports made to the unit owners; and (d) be entitled to inspect the financial books and records of the Association during reasonable business hours; provided, however, that such mortgagee shall first file with the Association a written request that notices on default, notices of meetings and copies of financial reports be sent to a named agent or representative of the mortgagee at an address stated in such notice.

Section 5. Consent of First Mortgagees. Unless at least two-thirds (2/3) of the mortgagees holding mortgages constituting first liens on units subject to such mortgages (based upon one vote for each mortgage owned) have given their prior written approval, the Association shall not be entitled to: (a) by act or omission seek to abandon or terminate the condominium; (b) change the pro rata interest or obligations of any unit for (i) purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards and for (ii) determining the pro rata share of ownership of each unit in the common elements; (c) partition or subdivide any unit, which shall require in addition the prior written approval of the holder of any first mortgage on such unit; (d) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common elements; provided, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the condominium shall not be deemed a transfer within the meaning of this clause; (e) use hazard insurance proceeds for losses to any of the Property (whether to units or to common elements) for other than the repair, replacement or reconstruction of such improvements; or (f) amend materially this Declaration or the Bylaws of the Association.

Section 6. Priority of First Mortgagees. No provision of the condominium instruments shall be construed to grant to any unit owner, or to any other party, any priority over any rights of first mortgagees of the unit pursuant to their first mortgages in the case of a distribution to unit owners of insurance proceeds or condemnation awards for losses to or a taking of unit and/or the common elements or any portions thereof.

Section 7. Professional Management. Any agreement for professional management of the condominium must provide for termination of same by the Association for cause upon 30 days written notice thereof. The term of any such agreement may not exceed one year, renewable by agreement of the parties for successive periods of one year each.

Section 8. Duration. If at any time hereafter the laws of the State of Georgia shall limit the period during which covenants restricting lands to certain uses may run, with respect to a condominium, it shall be the duty of the Association to cause such covenants contained herein, as amended from time to time, to be extended when necessary by recording a document bearing the signatures of unit owners of unit to which a majority of the votes in

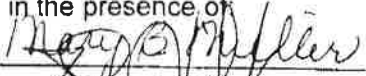
the Association appertain reaffirming and newly adopting such covenants then existing in order that the same may continue to be covenants running with the land. Adoption by such majority shall be binding on all persons whomsoever, and each unit owner, by acceptance of a deed therefor or other evidence of title thereto, is deemed to agree that such covenants may be extended as provided herein.

Section 9. Enforcement. Every unit owners and all those entitled to occupy a unit shall comply with all lawful provisions of the condominium instruments. In addition, any unit owner and all those entitled to occupy a unit shall comply with any reasonable rules or regulations adopted by the Association pursuant to Article VII, Section 13 of this Declaration which have been provided to the unit owners and with the lawful provisions of the bylaws of the Association. Any lack of such compliance shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Association or, in any proper case, by one or more aggrieved unit owners, on their own behalf or as a class action. The Association shall be empowered to impose and assess fines, including, without limitation a maximum fine of One Thousand Dollars (\$1,000.00) for each violation of the short term rental prohibitions set out in Article VII, Section 1 hereof, and suspend temporarily voting rights and the right of use of certain of the common elements in order to enforce such compliance; provided, however, that no such suspension shall deny any unit owner or occupants access to the unit owned or occupied nor cause any hazardous or unsanitary condition to exist. If the voting right of a unit owner has been suspended, that unit owner's vote shall not count for purposes of establishing a quorum or taking any action which requires a vote of the owners under the condominium instruments. Water, gas, electricity, heat, and air conditioning services being provided to a unit or unit owner by the Association may be terminated for failure to pay assessments and other amounts due pursuant to subsection (a) of Code Section 44-3-109, subject to the suspension standards and notice requirements imposed on the institutional providers providing such services to Riverwatch Condominium, only after a final judgment or final judgments in excess of a total of \$750.00 are obtained in favor of the Association from a court of competent jurisdiction. The utility services shall not be required to be restored until the judgment or judgments and any reasonable utility provider charges or other reasonable costs incurred in suspending and restoring such services are paid in full. All common expenses for termination and restoration of any services pursuant to this Code section shall be an assessment and a lien against the unit.

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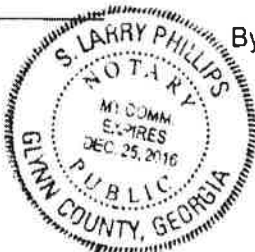
IN WITNESS WHEREOF, the undersigned Riverwatch Condominium Owners Association, Inc., does hereby execute this Amended and Restated Declaration, acting by and through its duly authorized officers and with the approval of not less than two-thirds of its Members (see Affidavit attached hereto as Exhibit "A"), as successor Declarant and on behalf of unit owners who have approved this Amendment, as of the day and year first above written.

Signed, sealed and delivered
in the presence of:



Notary Public

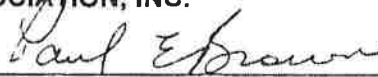
[Affix Seal and Date
Commission Expires]



DECLARANT

**RIVERWATCH CONDOMINIUM OWNERS
ASSOCIATION, INC.**

By:



Its President

Signed, sealed and delivered
in the presence of:



Notary Public

[Affix Seal and Date
Commission Expires]



**RIVERWATCH CONDOMINIUM OWNERS
ASSOCIATION, INC.,**

On Behalf Of Unit Owners

By:



Its President

EXHIBIT A

AFFIDAVIT

COUNTY OF GLYNN

STATE OF GEORGIA

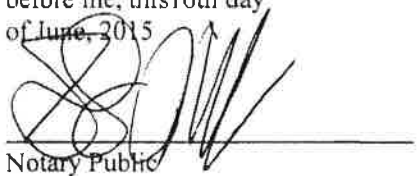
**In re Property described in Declaration
of Condominium For Riverwatch Condominiums
recorded in Deed Book 26-U, Page 20, *et seq.*,
Glynn County Records**

Before me, the undersigned attesting authority in and for said State and County, came Paul Brown, who being first duly sworn deposes and says on oath that he is the President of the Riverwatch Condominium Owners Association, Inc., a Georgia nonprofit corporation (the "Association") and that the amendment captioned "Amended And Restated Declaration For Riverwatch Condominiums" (the "Amendment") , to which this Affidavit is attached, was executed by the Association as successor Declarant and on behalf of the requisite majority of unit owners (The "Association") pursuant to O.C.G.A. §44-3-93, as of June 13, 2015, which agreement of owners was lawfully obtained at a Special Meeting of Members on June 13, 2013, 2015, after all notices required by O.C.G.A. § 44-3-93(d) were given. The Amendment was adopted for the purposes described therein. Original signatures of the Owners who voted to adopt the Amendment are on file with the Association.



Deponent / Paul Brown

Sworn to and subscribed
before me, this 16th day
of June, 2015


Notary Public

Affix seal and date commission expires:



EXHIBIT "B"

LEGAL DESCRIPTION

RIVERWATCH CONDOMINIUMS
GOLDEN ISLES MARINA, GLYNN COUNTY, GEORGIA

ALL of that certain lot, tract or parcel of land situate, lying and being on Lanier Island in Glynn County, Georgia, and being more particularly described as follows, to-wit: BEGINNING at U.S.C. & G. Concrete Monument No. 3GC9 with coordinates North 425989.84 and East 734482.92 (said Monument being located in the right-of-way of the F. J. Torras Causeway) and run thence South 15° 27' 43" East a distance of 71.89 feet to a point marked by a concrete monument on the southerly right-of-way of the F. J. Torras Causeway (said Causeway having a 200 foot right-of-way at said point); thence run South 44° 45' West a distance of 1,101.47 feet to a point marked by a concrete monument which is the point or place of beginning of the herein described property. From said point or place of beginning, run North 44° 45' East a distance of 402.83 feet to a point; thence South 50° 35' 14" East a distance of 174.07 feet to a point; thence run South 39° 24' 46" West a distance of 155.0 feet to a point; thence North 50° 35' 14" West a distance of 50 feet to a point; thence South 39° 24' 46" West a distance of 116.85 feet to a point; thence South 46° 59' 05" East a distance of 108.10 feet to a point; thence South 33° 42' 08" West a distance of 130.04 feet to a point; thence South 32° 53' 12" West a distance of 19.76 feet to a point; thence North 45° 15' West a distance of 285.84 feet to the point or place of beginning.

In addition to the above-described property, there is included a perpetual non-exclusive easement for pedestrian and vehicular access over, above, under and upon the following described real property, to-wit: ALL of that certain lot, tract or parcel of land situate, lying and being on Lanier Island in Glynn County, Georgia and being more particularly described as follows, to-wit: BEGINNING at U.S.C. & G. Concrete Monument No. 3GC9 with coordinates North 425989.84 and East 734482.92 (said Monument lying within the F. J. Torras Causeway) and run thence South 15° 27' 43" East a distance of 71.89 feet to a point marked by a concrete monument on the southerly right-of-way of the F. J. Torras Causeway; thence run South 44° 45' West a distance of 698.64 feet to a point; thence South 50° 35' 14" East a distance of 174.07 feet to a point; thence South 39° 24' 46" West a distance of 155.0 feet to the point or place of beginning of the herein described easement. From said point of beginning, run thence North 50° 35' 14" West a distance of 50 feet to a point; thence South 39° 24' 46" West a distance of 116.85 feet to a point; thence South 46° 59' 05" East a distance of 50.10 feet to a point; thence North 39° 24' 46" East a distance of 120.0 feet to the point of beginning.

(Description continued next page)

(Continuation legal description)

In addition to the above-described property, there is included a perpetual non-exclusive easement for vehicular ingress and egress over and upon the following described real property, to-wit: ALL of that certain tract or parcel of land situate, lying and being on Lanier Island in Glynn County, Georgia, being more particularly described as follows, to-wit: BEGINNING at U.S.C. & G. Concrete Monument No. 3GC9 with coordinates North 42° 59' 84" and East 73° 44' 82.92" and run thence South 15° 27' 43" East a distance of 71.89 feet to a point marked by a concrete monument on the southerly right-of-way of the F. J. Torras Causeway. From said point of beginning, run thence in an easterly direction along the southerly line of the F. J. Torras Causeway a distance of 57.9 feet to a point; thence South 42° 00' 00" West a distance of 270.0 feet to a point; thence South 60° 00' 00" West a distance of 40 feet to a point; thence South 39° 24' 46" West a distance of 237.84 feet to a point; thence South 50° 35' 14" East a distance of 50 feet to a point; thence South 39° 24' 46" West a distance of 100.0 feet to a point; thence South 15° 41' 48" West a distance of 84.61 feet to a point; thence North 50° 35' 14" West a distance of 54.61 feet to a point; thence North 15° 41' 48" East a distance of 73.14 feet to a point; thence North 39° 24' 46" East a distance of 60.50 feet to a point; thence North 50° 35' 14" West a distance of 50 feet to a point; thence North 39° 24' 46" East a distance of 301.03 feet to a point; thence North 44° 45' East a distance of 268.27 feet to the point or place of beginning.

The above described easement is to provide vehicular access and ingress and egress from the F. J. Torras Causeway to Riverwatch Condominiums. Said easement is non-exclusive and Golden Isles Marina, Inc., its successors and assigns, reserve the right for the use of same for ingress, egress and access to other portions of the property of Golden Isles Marina, Inc., its successors and assigns, and the said Golden Isles Marina, Inc. reserves the right grant to others an easement over, upon, under and through said property for ingress and egress, utilities and all other lawful purposes.